



**Whitewater CDA - AGENDA**  
**Monday, February 28, 2011**  
**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 January 24, 2011 Minutes**
- 5. January 2011 Financials**
- 6. Consideration of Vandewalle Proposal for Whitewater Economic Development Strategy**
- 7. Review and Approval of Innovation Center Change Order #16 for UW-Whitewater Lab Build-Out**
- 8. Discussion and Possible Action on Proposal to Assist with Preparing a NR 724 Construction Documentation and a Site Closure Report for the Former Alpha Cast site**
- 9. Discussion and Possible Action on Seeking Requests for Proposals (RFP's) for the Development of the Former Alpha Cast Site**
- 10. Discussion and Possible Action on Providing Additional Funding Towards the Lakes Area Realtors East Gateway Photo Simulation Grant Award**
- 11. Review City Municipal Code, Chapter 2.48 Industrial Development Commission**
- 12. Housing Subcommittee Report**
- 13. CDA Coordinator Updates**
  - a. EDA - Reimbursements Request Status**
  - b. April Energy Event**
- 14. Future Agenda Items**

*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.*



## MEMORANDUM

DATE: 02/24/2011  
TO: Whitewater CDA Board of Directors  
FROM: Mary S. Nimm, Coordinator

**RE: Notes on the February 28, 2011 Board of Directors Meeting**

**Consideration of Vandewalle Proposal for Whitewater Economic Development Strategy**

Enclosed in the packet is a proposal for City of Whitewater Economic Development Strategy. The proposal comes to the CDA as a result of discussions on how Vandewalle might provide Economic Development Assistance to the City and/or CDA.

**Discussion and Possible Action on Proposal to Assist with Preparing a NR 724 Construction Documentation and a Site Closure Report for the Former Alpha Cast site**

At the January CDA meeting we discussed the possible development of the former Alpha Cast site. With the extension of Starin Road, there has been some interest by developers in this site. I have been doing some research and have discovered that the site was officially never "Closed" under DNR standards.

It has been discovered that the City did the remedial actions of filling the site without assistance by the Environmental consultants. As it stands today, the site was not submitted for closure and a cap maintenance plan does not appear to have been prepared. Also, an NR 724 remedial construction documentation report should have been prepared documenting the capping of the site, cap maintenance plan, and closure of the property. You will note in the Exemption for Development of the Alpha Cast Property Where Solid Waste had been Disposed that this exemption was limited to the proposed changes (roadway) and single and multi-family development. If a different end use is proposed, a new exemption form will have to be filled out.

Since this discovery, subsequently I have asked the question on the benefits of closing the site versus not closing the site and was advised that the benefits to closing it are related solely to the City/CDA selling the land. In this day and age, it is hard to image that anyone, and most importantly, any bank associated with the financing, would proceed with any development on an open site with the WDNR. If the property stays in the possession of the City, there are not a lot of compelling benefits to closing it until some case manager stumbles across the open file and asks questions. Still they may not require going through the formal closure proceedings.

If our intention is selling the land, it is prudent to get a formal closure from the WDNR. In a lender or buyers eyes, there are too many unknowns. A formal NR 724 remedial documentation report and request for case closure request can answer those questions and get the paperwork needed to provide the buyer and lender assurances. Also, if they are skittish about buying and developing land on an unclosed historically filled site, they may want to get a voluntary party liability exemption (VPLE) from the WDNR prior to purchase. The Department won't do this without going through the formal closure process.

Included in the packet is a proposal to assist with the necessary steps and paperwork to complete the steps above from Ayres Associates (I have been consulting with Ayres on this case as they were the consultants who completed the Phase I and Phase II studies and are familiar with the site).

Please note, in addition to the costs as proposed by Ayres, there will be additional engineering costs incurred through Strand Associates.

#### **Discussion and Possible Action on Seeking Requests for Proposals (RFP's) for the Development of the Former Alpha Cast Site**

This item is on the agenda so that they CDA may discuss how to proceed with sale or RFP's at the point the site is ready for development.

#### **Discussion and Possible Action on Providing Additional Funding Towards the Lakes Area Realtors East Gateway Photo Simulation Grant Award**

In the packet I have included the photo simulation project awarded to the City of Waterford. To note when reviewing the award, is that each transition slide is valued at approximately \$1,000. The Waterford project as shown, has a total of 5 transition slides to show the potential of redevelopment.

The City of Whitewater award value of \$5,000 translates to 5 transition slides. I have met with the representative from the Lakes Area Realtors as well as the director of Downtown Whitewater to discuss the project. It was thoroughly discussed and decided that to effectively show the redevelopment potential for both sides of the street in East Gateway neighborhood intersection more than 5 total slides is critical.

Downtown Whitewater has agreed to contribute an additional \$1,000 towards the project, increasing the number of slides to 6 – potentially giving us 3 transition slides for each side of the street. We are asking the CDA to consider contributing additional funding so that we may expand the project.

#### **Review City Municipal Code, Chapter 2.48 Industrial Development Commission**

In planning our goals and objectives for 2011, it was requested by Mr. Stewart that the CDA review Chapter 2.48 of the City Municipal Code. Enclosed in the packet is section 2.48. We shall discuss how to proceed with the review process.

#### **CDA Coordinator Updates**

##### **EDA - Reimbursements Request Status**

In a phone conversation on February 23, 2011 EDA agreed to process the first reimbursement request totaling \$745,506.14. A meeting has been scheduled in Chicago on March 9<sup>th</sup>. At that meeting the team will review all reimbursement requests with the CDA, City Finance, University, Architect and Engineer. At that time, all remaining reimbursement requests shall be processed.

##### **April Energy Event**

As part of the 25x2025 Energy Independent Communities Planning Grant, the City is encouraged to conduct energy outreach and education efforts. I am working with UW-Extension on a community Event scheduled April 18<sup>th</sup> to be hosted at the Innovation Center.



## Whitewater CDA - MINUTES

Monday, January 24, 2011

4:30 PM – PUBLIC HEARING TID 4

5:30 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

Tom Miller motioned to open the meeting at 4:30PM.

Present: Jim Allen, Jeff Knight, Alan Marshall, Tom Miller, Patrick Singer, Jim Stewart (@ 4:36PM)

Absent: Al Stanek

Others Present: Mary Nimm, Kevin Brunner, Dean Fischer, Lynne Binnie, Brad Viegut (City Financial Advisor Robert W Baird & Associates), Jim Caldwell, Mike Vandebosh (WCEDA), Dennis Heling (Jefferson County Economic Development Alliance), Dan Kilkenney (Delavan, WI), Wayne Redinius (Town of Richmond), Gary Lengyl (IC Manager)

### 2. Approval of the Agenda

Jim Allen motioned to approve the agenda. Singer seconded.

Ayes: Allen, Knight, Marshall, Miller, Singer, Stewart

Nays: None

Absent: Stanek

### 3. Public Hearing and Presentation of TID 4 Plan Amendment (Distressed TID Designation)

The Public Hearing started with Nimm presenting slides 1, 2 & 3 telling of the History of Whitewater's TID 4.

**Brad Viegut** from Robert W Baird and Associated talked about the TID Legislation as it relates to Distressed TID's and noted that the "value of the TID's is insufficient to pay off debt"

**Brunner** finished the presentation by making the case for Whitewater's distress within the district.

**Viegut** – although projections only need 4 years to recover costs, predict a close by 2021

**Jim Caldwell** – talked about the importance and need to move ahead on debt restructuring. Whitewater has not escaped downturn in economy. Strength of the municipality is no stronger than our tax base and the businesses it serves. There are caps on lenders in commercial real estate. Limits to new project financing. New techniques needed and may slow recovery process. Seeing more in manufacturing in internal, not in new buildings or expansion. Restructuring debt to accommodate level of cash flows to keep operation solvent and continue to do business. Legislation makes sense to Whitewater. I support and encourage approval of Distressed TID.

**Paul Kenning** – Fair Haven Senior Living – "But For" the TID, we would have never been able to accomplish building of Prairie Village. We have experienced a severe growth drop. Will be difficult to accomplish expansion until economy grows.

**Lynne Binnie**, Whitewater Common Council – in favor of TID 4 Designation –Whitewater was a 'poster child' in front of State Legislature. Adopted nearly unanimously in Senate. Degree of risk involved. City has proven prudent in taking risks and has closed TIDs before their statutory closing dates, returning increment funds back and adding tax base that might never have occurred but for the infrastructure investments.

**Dan Kilkenney**, Delavan, WI – when TID's are proposed, the impact on overlapping districts shall be determined. Asked these questions - Debt payments starting when? Overlapping jurisdictions deferred revenue? What other costs other than this debt will be paid going forward?

**Wayne Redenius**, chair town of Richmond – was interested in JRB, was not able to participate. What effect action has on WWUSD, Walworth Co, Gateway?

**Viegut** – if the TID closes in 2017 what is the value? Estimate is \$111,000,000.

**Brunner** – at this time, proposed amendment is not proposing additional expenditures. Can we stop anything? Remaining expenses: finish tech park infrastructure; IC @ 95%; extension of starin road – all three have to be finished. One other – \$132,000 set aside for Business Park asphalt surface course could be eliminated if need be. Very little to save in expenditures. In the best-case scenario, the district could be closed on-time, making pretty large assumptions. We have been good in stewardship in management of TID's. All we are asking for is the ability to extend the district if we need to.

**Knight** – value added back to the tax rolls – what would be the action had that not been put on the tax rolls in 2005?

**Viegut** – the TID would be generating approx \$600k in annual revenue to cover expenditures. It's possible we wouldn't need to extend the life.

**4. Discussion and Possible Recommendation of TID 4 Plan Amendment to Common Council**

Knight – map show area removed in 2005?

Jim Allen motioned to move forward with the TID 4 Designation as a Distressed TID. Marshall seconded.

Ayes: Allen, Marshall, Miller, Singer, Stewart, Knight

Nays: None

Absent: Stanek

The motion to move forward and recommend that TID 4 be Designated as a Distressed TID to the Common Council passed on a 6-0 vote.

**5. Recess Until 5:25PM**

**6. Reconvene and Roll Call**

Tom Miller motioned to RE-open the meeting at 5:25PM.

Present: Jim Allen, Jeff Knight, Alan Marshall, Tom Miller, Patrick Singer, Jim Stewart

Absent: Al Stanek

Others Present: Mary Nimm, Kevin Brunner, Jim Caldwell, Mitch Simon

**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.*

**NO CITIZEN COMMENTS**

**8. Approval of the December 13 and December 22, 2010 Minutes**

Alan Marshall motioned to approve the December 13 and December 22 minutes. Jim Allen seconded.

Ayes: Allen, Marshall, Miller, Singer Stewart, Knight

Nays: None

Absent: Stanek

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

**9. November, 2010 and December, 2010 Financials**

There was little discussion on the financials as there was little activity.

**10. Discussion and Possible Action on Seeking Requests for Proposals (RFP's) for the Development of the Former Alpha Cast Site**

Nimm started the discussion noting that with the extension of Starin Road there has been some interest in the development of the former Alpha Cast property and she is looking for direction from the CDA on how to proceed with the potential development of the property.

Brunner – public discussion with neighborhood?

Stewart – money available? Benefit TID?

Brunner – structure RFP, property available, Master Plan for development, etc...

Signer – Comp Plan Designation?

Brunner – Nimm will speak with Environmental Consultant

Knight – ownership? Start discussions, go slow

Allen – need to look at, need to bring neighborhood up to speed

Marshall – move ahead, talk with neighborhood

Miller – property vacant, if purchaser wants to buy it, we ought to discuss

Brunner – at next CDA meeting invite neighborhood, review comp plan for reaction, prepare RFP and see what comes before us

Miller – meet with developer and look at offer

Brunner – touch base with owner of salvage yard. Determine value?

Nimm will discuss development options with the Environmental Consultant(s) and start the appraisal process. Item will be back next month to discuss further.

**11. Discussion and Possible Action on Whitewater Technology Park MOU**

**Discussed prior to item #10**

Brunner – this is the second time before CDA. Changes made based on review of initial document. Sent to TPB and approved at 1/12/11 meeting. TPB made two changes: separate article 2 into two articles; specify the 2.08 IT

Services – IT provided to tenants to extent provided by CDA/City. Did send to Attorney Simon for review and

comment. This has been approved by TPB and ready for CDA review and consideration with recommendation to CC.

Knight – TPB understanding was to be reviewed by Attorney Simon.

Mitch Simon – short agreement, in order to address certain items, I am not in a position to render an opinion. Does the Grant authorize delegation of authority approvals by EDA? Much due diligence needed by my office in order to get a background and render an opinion on MOU.

Allen – what we were really looking for was for our protection that the CDA was covered under the “What if”?

Simon – General review: CDA pays for?, 6-month termination?, delegation to spend \$ and others to fund is risky and binding on future members of the Board.

Allen – it is our responsibility to do our due diligence

Knight – hoping for discussion on performance standards, reviews after given periods of time... what happens when things go wrong, something to cover in the “event” that does occur.

Simon – can offer assistance in formalizing standards, but not familiar with items dealt with, no background

Allen – perplexed, thought it might be a longer document, needs more work

Brunner – City Attorney did draft, product of two years of work. Idea as the TPB Inc would be the lead group to operate the IC and TP at risk to the CDA and City if the TP doesn’t perform. The building will be opening soon and we will need a document to start the operation.

Singer – is it our duty to open a building with a bad document or to wait until we have the correct document?

Allen – no reservations moving forward with document as long as it can be amended as needed.

Marshall – recommend go with MOU but able to make changes as needed.

Stewart – 1.02 extension of term – can change. After CC has final approval, this is ‘our’ document. This is a starting point.

Caldwell – narrow scope of review asked for by CC to two-party relationships/involvement.

Simon – MOU versus Agreement – by not calling it an Agreement, can’t render opinion. Once approved, it is an agreement 6-mo notice is way out. Kind of a 6-mo agreement of “sorts”.

Knight – concern is “what if” there is a problem, have temporary agreement and have EDA opinion that we are not in violation of Grant Rules. Several issues should be in agreement in advance. Concern is the “open checkbook”.

Simon – in developing those standards, with the exception of disclaimer to EDA, perhaps agreement has a shorter termination agreement. Is the very delegation in compliance with the Federal Grant Documents?

Singer – 3.03 Insurance: is it traditional where the City is covering the ... and Liability? Annual Contribution: \$20k/yr with no fixed term – given how tough budget seems to be in the future, where is this coming from? Is this a priority? Return on \$20k? Guarantee on lease rates to help cash-flow the building?

Brunner – discussion of TPB cash or direct contributions to make the TP work. \$20k put into pro-forma city has a stake and the UW would contribute to the operation. Sharing risk with UW and City/Community. TPB is 3 members and 4 members from UWW.

Knight – chaired sources and uses committee, there was \$20k allocated from City for 5yrs, assumed city component would increase to \$50k. Benefit of tax increment would off-set City’s contribution. Long-term goal is to bring in value. Measurement terms/performance standards should be built into the agreement to make the cases as to why contributions shall be continued.

Brunner – could be 6 mo agreement, need operating structure, can be refined as we move forward. Subsequent agreement between TPB and UWW.

Simon – unusual that the hiring of and paying for the manager isn’t writing directly into the agreement? May be silent on purpose. Looks like City is the “Bank Roll”, doesn’t address the contribution by the University.

Brunner – easier for University to manage MOU’s than to manage Agreements

Simon – short term, preliminary sign-off from EDA .

Knight – add language saying the Board is required to follow all the requirements of the EDA Grant?

Simon – is delegating authority compliant with Grant Requirements? Removal of ownership rights is threatening to “actual owner”. Shorter-term contract is feasible.

Caldwell – short-term approval, 1: 3-parties of agreement, 2: subject to EDA, 3: pro-forma’s attached to MOU

Knight – concern that as future and people change, contributions change. Think that the establishment of the TP and IC is a positive for all involved. Had we not done this, we would be at a severe disadvantage with other Business Parks.

Brunner – 501c3 (TPB) provision in by-laws is that the Chancellor has to be the President of the TPB/Corporation.

Singer – we need to make sure the City is protected moving forward.

Allen – we are looking to protect the interest of all parties should any concerns be raised in the future.

Brunner – envision subsequent MOU between TPB and UWW might address some of the concerns. Need to create an organizational structure. Come back in 6-mo after several attorney’s review.

Simon – TPB is a 501c3, requirement for UWW participation, if there is a change in heart at UWW it will defeat the purpose of the mission. Termination of the MOU is a way of disempowering an entity if need be.

Knight – give chance to prove acceptability, given the current economy. Time to prove.

Marshall – motioned to adopt the MOU with term of the contract through 12/31/2011, with review of the performance and guidelines of grant as well as city responsibility of funds, and if during the initial period EDA determines the MOU is not in compliance, the agreement shall be subject to termination immediately. Allen Seconded.

Ayes: Allen, Knight, Marshall, Miller, Stewart

Nays: Singer

Absent: Stanek

The motion to approve the MOU as noted above passed on a 5-1 roll-call vote.

## **12. Technology Park Updates**

### **a. Innovation Center Updates**

Brunner – building is 99% complete. January 28 is target date. Punch-list items yet to complete. First tenants will be moving in on or about Feb 10. Grand opening in perhaps late March, 2011.

### **b. Innovation Manager Appointment** – Gary Lengyl, new innovation manager introduced. New to WW. Spent 26 years in High-Tech industry. Experience in project management and relationship building.

### **c. Economic Development Administration Update**

Nimm noted no reimbursement as of to date.

Singer – short-term borrowing?

Stewart – send picture to EDA.

### **d. Infrastructure Updates**

#### **i. Starin Road Extension**

Brunner – finished in early spring, second lift of asphalt yet to complete

#### **ii. Tech Park Infrastructure**

Brunner – 4 remaining items, final asphalt on Howard Rd, Greenway Ct and construct E Main Ct, multi-use trail to be finalized.

## **13. Discussion and Possible Action on 2010 Annual Report**

Nimm noted that the version of the Annual Report in front of the board is a very preliminary version and asked the Board what they wanted to see included in the report.

Knight – requirement for annual report? Update numbers of value of TID to community, and jobs created – show impact on potential increase in taxes without TID, show school district impact as well

## **14. Housing Subcommittee Report**

Knight – action at last meeting was to move forward with funding for Housing Demolition of Distressed Properties.

Brunner – two notices issued to property owners

Knight – action at last meeting to issue orders. Next piece, reconcile what is still distressed. Work with Planning Commission on advanced rules once property hits Distressed. Determine housing break-even analysis. Understand housing market in Whitewater.

## **15. CDA Coordinator Updates**

### **a. Homeownership Readiness Focus Groups**

Nimm noted that she attended a regional meeting hosted by WHEDA discussing Homeownership Readiness and the potential for State-Wide coordination of educational opportunities.

### **b. City Planning Services**

Nimm reported that she and Brunner are requesting a proposal from Vandewalle, the City Planners as it relates to creating and defining an Economic Vision for the City.

### **c. Lakes Area Realtor Photo Simulation Grant Project**

Nimm reported that this project, three years in the making has finally been awarded to the City of Whitewater. More to come in February.

## **16. Future Agenda Items**

Nothing

## **17. Adjourn to closed session at approximately 6:15PM not to reconvene 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**

Tom Miller motioned to adjourn to closed session at 6:55PM.

Present: Jim Allen, Jeff Knight, Alan Marshall, Tom Miller, Patrick Singer, Jim Stewart

Absent: Al Stanek  
Others Present: Mary Nimm, Kevin Brunner  
a. **Possible loan with Superior Analytical**

**Respectfully Submitted,**

**Mary S Nimm  
CDA Coordinator**

**DRAFT**

**CITY OF WHITEWATER  
BALANCE SHEET  
JANUARY 31, 2011**

**CDA PROGRAMS FUND**

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>ASSETS</u>				
910-11101	57,504.49	920.67	920.67	58,425.16
910-11102	361,285.07	( 24,569.82)	( 24,569.82)	336,715.25
910-11103	376,215.11	( 1,070.09)	( 1,070.09)	375,145.02
910-11104	14,767.79	2.76	2.76	14,770.55
910-11105	114,100.94	119.54	119.54	114,220.48
910-11106	2,689.53	.50	.50	2,690.03
910-11107	1,508.39	.28	.28	1,508.67
910-11303	416,910.05	.00	.00	416,910.05
910-11305	25,000.00	.00	.00	25,000.00
910-11310	375,000.00	.00	.00	375,000.00
910-11315	75,849.27	.00	.00	75,849.27
910-13301	988.00	.00	.00	988.00
910-14303	122,473.47	( 122,473.47)	( 122,473.47)	.00
910-14308	56,116.11	( 452.64)	( 452.64)	55,663.47
910-14310	88,614.04	295.38	295.38	88,909.42
910-14315	.00	153,385.00	153,385.00	153,385.00
910-14320	14,542.54	( 42.42)	( 42.42)	14,500.12
910-14337	15,000.00	( 226.25)	( 226.25)	14,773.75
910-14338	3,239.80	.00	.00	3,239.80
910-14339	42,028.30	( 1,442.23)	( 1,442.23)	40,586.07
910-14340	12,762.69	( 422.07)	( 422.07)	12,340.62
910-14341	6,935.36	.00	.00	6,935.36
910-14342	17,109.37	( 353.03)	( 353.03)	16,756.34
910-14343	8,347.60	27.83	27.83	8,375.43
910-14344	40,177.21	( 138.77)	( 138.77)	40,038.44
910-14345	170,689.39	( 986.27)	( 986.27)	169,703.12
910-14350	8,220.00	.00	.00	8,220.00
910-14351	10,203.84	.00	.00	10,203.84
910-14353	18,420.02	.00	.00	18,420.02
910-14354	9,000.00	.00	.00	9,000.00
910-14356	8,062.00	.00	.00	8,062.00
910-14359	10,818.00	.00	.00	10,818.00
910-14361	11,000.90	.00	.00	11,000.90
910-14363	11,000.00	.00	.00	11,000.00
910-14364	2,412.00	.00	.00	2,412.00
910-14366	12,504.15	.00	.00	12,504.15
910-14368	15,517.48	.00	.00	15,517.48
910-14371	4,300.00	( 100.00)	( 100.00)	4,200.00
910-14375	18,422.00	.00	.00	18,422.00
910-14378	34,448.00	.00	.00	34,448.00
910-14554	750,000.00	.00	.00	750,000.00
910-15208	15,711.04	.00	.00	15,711.04
910-15500	127,921.00	.00	.00	127,921.00
910-15521	275,171.53	.00	.00	275,171.53
<b>TOTAL ASSETS</b>	<b>3,762,986.48</b>	<b>2,474.90</b>	<b>2,474.90</b>	<b>3,765,461.38</b>

LIABILITIES AND EQUITY

**CITY OF WHITEWATER  
BALANCE SHEET  
JANUARY 31, 2011**

**CDA PROGRAMS FUND**

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>LIABILITIES</u>				
910-21200 DEPOSITS	900.00	.00	.00	900.00
TOTAL LIABILITIES	900.00	.00	.00	900.00
<u>FUND EQUITY</u>				
910-30110 CONTRIBUTED CAPITAL	456,815.37	.00	.00	456,815.37
910-34300 PROPRIETARY CAPITAL	2,668,306.18	.00	.00	2,668,306.18
910-35000 HOUSING LOANS RESERVE	174,316.71	.00	.00	174,316.71
910-35100 ECONOMIC DEV LOANS RESERVE	433,615.17	.00	.00	433,615.17
910-35160 FACADE LOANS RESERVE	29,033.05	.00	.00	29,033.05
UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	.00	2,474.90	2,474.90	2,474.90
BALANCE - CURRENT DATE	.00	2,474.90	2,474.90	2,474.90
TOTAL FUND EQUITY	3,762,086.48	2,474.90	2,474.90	3,764,561.38
TOTAL LIABILITIES AND EQUITY	3,762,986.48	2,474.90	2,474.90	3,765,461.38

**CITY OF WHITEWATER**  
**REVENUES WITH COMPARISON TO BUDGET**  
**FOR THE 1 MONTHS ENDING JANUARY 31, 2011**

**CDA FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>MISCELLANEOUS REVENUE</u>					
900-48100-56 INTEREST INCOME	7.02	7.02	.00	( 7.02)	.0
900-48630-56 GRANT ADMINISTRATION-REVENUE	.00	.00	6,000.00	6,000.00	.0
TOTAL MISCELLANEOUS REVENUE	7.02	7.02	6,000.00	5,992.98	.1
<u>OTHER FINANCING SOURCES</u>					
900-49262-56 TRANSFER-TID #4-ADMINISTRATION	.00	.00	45,000.00	45,000.00	.0
900-49263-56 TRANSFER-TID #6-ADMINISTRATION	.00	.00	5,000.00	5,000.00	.0
900-49290-56 CITY TRANSFER INCOME	.00	.00	61,803.00	61,803.00	.0
900-49300-56 FUND BALANCE APPLIED	.00	.00	5,802.00	5,802.00	.0
TOTAL OTHER FINANCING SOURCES	.00	.00	117,605.00	117,605.00	.0
TOTAL FUND REVENUE	7.02	7.02	123,605.00	123,597.98	.0

**CITY OF WHITEWATER**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 1 MONTHS ENDING JANUARY 31, 2011**

**CDA FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET AMOUNT</u>	<u>VARIANCE</u>	<u>% OF BUDGET</u>
<u>CDA</u>					
900-56500-111 SALARIES	3,181.28	3,181.28	72,977.00	69,795.72	4.4
900-56500-151 FRINGE BENEFITS	1,165.39	1,165.39	22,328.00	21,162.61	5.2
900-56500-154 PROFESSIONAL DEVELOPMENT	.00	.00	1,075.00	1,075.00	.0
900-56500-212 LEGAL SERVICES	.00	.00	1,500.00	1,500.00	.0
900-56500-219 AUDIT FEES	.00	.00	700.00	700.00	.0
900-56500-223 MARKETING	.00	.00	12,800.00	12,800.00	.0
900-56500-224 COUNTY/REGIONAL ECON DEV	.00	.00	5,755.00	5,755.00	.0
900-56500-225 MOBILE COMMUNICATIONS	.00	.00	850.00	850.00	.0
900-56500-310 OFFICE SUPPLIES	.00	.00	900.00	900.00	.0
900-56500-311 POSTAGE	11.26	11.26	500.00	488.74	2.3
900-56500-320 DUES	.00	.00	720.00	720.00	.0
900-56500-321 SUBSCRIPTIONS & BOOKS	.00	.00	300.00	300.00	.0
900-56500-330 TRAVEL EXPENSE	42.84	42.84	2,200.00	2,157.16	2.0
900-56500-341 MISC EXPENSE	.00	.00	1,000.00	1,000.00	.0
TOTAL CDA	<u>4,400.77</u>	<u>4,400.77</u>	<u>123,605.00</u>	<u>119,204.23</u>	<u>3.6</u>
TOTAL FUND EXPENDITURES	<u>4,400.77</u>	<u>4,400.77</u>	<u>123,605.00</u>	<u>119,204.23</u>	<u>3.6</u>
NET REVENUE OVER EXPENDITURES	<u>( 4,393.75)</u>	<u>( 4,393.75)</u>	<u>.00</u>	<u>4,393.75</u>	<u>.0</u>

**CITY OF WHITEWATER  
BALANCE SHEET  
JANUARY 31, 2011**

**CDA FUND**

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>ASSETS</u>				
900-11100 CASH	23,335.29	( 8,143.49)	( 8,143.49)	15,191.80
900-11200 GENERAL CHECKING ACCOUNT	14,569.77	2.72	2.72	14,572.49
900-15100 DUE FROM GENERAL FUND	129.25	.00	.00	129.25
900-18400 OFFICE EQUIPMENT	14,101.41	.00	.00	14,101.41
<b>TOTAL ASSETS</b>	<b>52,135.72</b>	<b>( 8,140.77)</b>	<b>( 8,140.77)</b>	<b>43,994.95</b>
<u>LIABILITIES AND EQUITY</u>				
<u>LIABILITIES</u>				
900-21100 VOUCHERS PAYABLE	1,171.59	( 639.41)	( 639.41)	532.18
900-21106 WAGES CLEARING	3,118.87	( 3,118.87)	( 3,118.87)	.00
900-22000 ACCUM DEPR - EQUIPMENT	11,633.92	.00	.00	11,633.92
900-25100 DUE TO GENERAL FUND	65.95	11.26	11.26	77.21
900-25101 DUE TO 910	15,711.04	.00	.00	15,711.04
<b>TOTAL LIABILITIES</b>	<b>31,701.37</b>	<b>( 3,747.02)</b>	<b>( 3,747.02)</b>	<b>27,954.35</b>
<u>FUND EQUITY</u>				
900-34300 PROPRIETARY CAPITAL	20,434.35	.00	.00	20,434.35
UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	.00	( 4,393.75)	( 4,393.75)	( 4,393.75)
BALANCE - CURRENT DATE	.00	( 4,393.75)	( 4,393.75)	( 4,393.75)
<b>TOTAL FUND EQUITY</b>	<b>20,434.35</b>	<b>( 4,393.75)</b>	<b>( 4,393.75)</b>	<b>16,040.60</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>52,135.72</b>	<b>( 8,140.77)</b>	<b>( 8,140.77)</b>	<b>43,994.95</b>

**CITY OF WHITEWATER**  
**REVENUES WITH COMPARISON TO BUDGET**  
**FOR THE 1 MONTHS ENDING JANUARY 31, 2011**

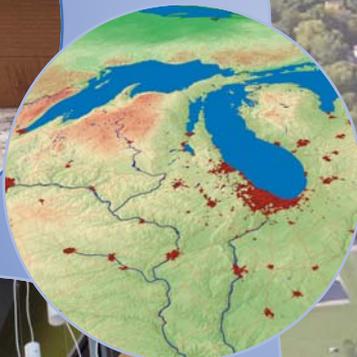
**CDA PROGRAMS FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>MISCELLANEOUS REVENUE</u>					
910-48101-00	INTEREST INCOME-BUSINESS DEV	70.36	70.36	.00 ( 70.36)	.0
910-48102-00	INTEREST INCOME-ECONOMIC DEV	60.17	60.17	.00 ( 60.17)	.0
910-48103-00	INTEREST INCOME-FACADE	147.02	147.02	.00 ( 147.02)	.0
910-48104-00	INTEREST INCOME-HOUSING	19.54	19.54	.00 ( 19.54)	.0
910-48105-00	INTEREST INCOME-ED DEV	2.76	2.76	.00 ( 2.76)	.0
910-48106-00	INTEREST INCOME-MORAIN VIEW	.50	.50	.00 ( .50)	.0
910-48107-00	INTEREST INC-WETLAND ESCROW	.28	.28	.00 ( .28)	.0
910-48604-00	RENTAL INCOME-HOWARD ROAD	700.00	700.00	.00 ( 700.00)	.0
910-48608-00	LOAN INTEREST-LAVELLE	408.24	408.24	.00 ( 408.24)	.0
910-48613-00	LOAN INTEREST-ZINGG MOTORS	186.29	186.29	.00 ( 186.29)	.0
910-48645-00	LOAN INTEREST-LEARNING DEPOT	295.38	295.38	.00 ( 295.38)	.0
910-48647-00	LOAN INT-TOPPERS--\$115,659	138.69	138.69	.00 ( 138.69)	.0
910-48648-00	LOAN INT-TOPPERS--\$33,960	42.12	42.12	.00 ( 42.12)	.0
910-48651-00	FACADE-INT-WALTON DIST-30K	57.03	57.03	.00 ( 57.03)	.0
910-48653-00	LOAN INT-RR WALTON-15K-HOTEL	50.00	50.00	.00 ( 50.00)	.0
910-48655-00	ED LOAN-INT-DAN'S MEAT-15K	27.83	27.83	.00 ( 27.83)	.0
910-48657-00	FACADE-INT-WARHAWK-45K	133.92	133.92	.00 ( 133.92)	.0
910-48658-00	LOAN INT.-960 E. MILWAUKEE LLC	426.74	426.74	.00 ( 426.74)	.0
910-48660-00	FACADE-1117 W. MAIN(SWD/TDW)	48.48	48.48	.00 ( 48.48)	.0
910-48680-00	ADMINISTRATION FEE--LOANS	1,500.00	1,500.00	.00 ( 1,500.00)	.0
	TOTAL MISCELLANEOUS REVENUE	4,315.35	4,315.35	.00 ( 4,315.35)	.0
	TOTAL FUND REVENUE	4,315.35	4,315.35	.00 ( 4,315.35)	.0

**CITY OF WHITEWATER**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 1 MONTHS ENDING JANUARY 31, 2011**

**CDA PROGRAMS FUND**

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET AMOUNT</u>	<u>VARIANCE</u>	<u>% OF BUDGET</u>
<u>CDA PROGRAMS</u>					
910-56500-408 RENTAL EXPENSES	1,840.45	1,840.45	.00	( 1,840.45)	.0
TOTAL CDA PROGRAMS	1,840.45	1,840.45	.00	( 1,840.45)	.0
TOTAL FUND EXPENDITURES	1,840.45	1,840.45	.00	( 1,840.45)	.0
NET REVENUE OVER EXPENDITURES	2,474.90	2,474.90	.00	( 2,474.90)	.0



A Proposal For

# City of Whitewater Economic Development Strategy

February 11, 2011

 **VANDEWALLE & ASSOCIATES INC.**  
Shaping places, shaping change

MADISON: 120 E. Lakeside St. • Madison, WI 53715 • 608-255-3988  
MILWAUKEE: 611 N. Broadway, Suite 410 • Milwaukee, WI 53202 • 414 421-2001





Vandewalle & Associates, Inc.

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February 11, 2011

Dear Kevin and Mary,

Thank you for the opportunity to submit our proposal for developing an economic development strategy for the **City of Whitewater**. The enclosed proposal has been prepared based on our discussions with you and other City staff last month, and our understanding of **Whitewater's** key economic development needs and goals.

Please feel free to distribute this proposal to the appropriate staff and committee members, including the University Technology Park Committee, the Community Development Authority, and the Council. We would be happy to answer questions and make adjustments to our proposal as necessary to meet the City's needs. We are also available to discuss potential grant opportunities to help fund the preparation of the economic development strategy, and how Vandewalle & Associates may assist the City in applying for such grants.

Thank you, and we look forward to hearing from you soon.

Sincerely,

Rob Gottschalk, RLA, AICP  
Principal

Scott Harrington, AICP  
Principal



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## Contact Information

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Vandewalle & Associates, Inc.  
120 East Lakeside Street  
Madison, WI 53715  
(608) 255-3988  
rgottschalk@vandewalle.com

[www.vandewalle.com](http://www.vandewalle.com)







## The challenge: finding **Whitewater's** place in a new global economy

Communities across the country are working to adapt and find their economic role in a period of unprecedented economic and social change. Communities that set a clear course of action, align around a compelling economic vision, and leverage their place-based assets in innovative ways will prosper.

Thankfully, **Whitewater** is a strong community blessed with a unique geographic location and setting, a strong civic and business community and an innovative and growing university... but where does **Whitewater** go from here?



- What is **Whitewater's** future economic role in the greater region?
- What big efforts will help **Whitewater** become a model, innovative town and gown community?
- How can we maximize the success and economic impact of the Innovation Center and Technology Park?
- What unique destination use could we create or attract that would continue to propel the downtown's success?
- How can we align behind a new economic vision and tell our story externally?





## V&A's economic positioning process aligns you with new opportunities

Vandewalle & Associates is a leader in helping communities restore and build new, sustainable economies for a new economic era. We call it "place-based economic development": a strategic process that allows regional centers and small urban and rural areas to position themselves for new economic opportunities.



**We find the gaps and fill them.** The work we do is more than trend analysis; it's being the catalyst. We find the gaps in the economy, then devise ways to fill them. We create economic relationships—connecting the right business sectors, companies, people, and places. We identify projects that will have the greatest catalytic impact, then build them.

**Let's make it sustainable.** This approach works to not only develop new businesses and add jobs, but to emerge new economic clusters that are vibrant and sustainable.

### **"As the global economy shifts,**

*cities, regions and small communities need to refocus their economic development strategies on building an **innovation culture** and capacity, creating a **dynamic place**, and leverage their place-based assets to carve a **unique role in the global economy.**"*

—R. Gottschalk



## Project Approach and Scope of Work





# Project Approach

The outcome of Vandewalle & Associates' work will be a descriptive and engaging **Economic Development Strategy** that provides a highly efficient and effective plan of action to accomplish the following:

- Guide the efforts of the City and its economic development partners;
- Clearly define Whitewater's role in the regional economy and international opportunities; and
- Offer specific solutions to key on-the-ground issues within the context of a broader economic framework.

Whitewater's extensive planning efforts in recent years have yielded valuable information on the community's desired economic direction. Our approach to preparing the City's Economic Development Strategy will take advantage of these previous planning processes;

make efficient and effective use of the City's time and resources; and focus on strengthening partnerships, building consensus, and creating momentum around the City's economic goals.

The approach will be guided by an Economic Strategy Steering Committee comprised of key City officials and representatives from economic partner organizations. The Committee will provide the consultant team with insights and guidance, review and comment on draft work products, and help identify organizations and individuals to be interviewed.

Specifically, our approach to developing the **Economic Development Strategy** will consist of the key scope elements depicted in the graphic below, and described in more detail in the scope of work that follows.

## City of Whitewater Economic Development Strategy: Outline of Project Approach

1 On-the-Ground Asset Inventory & Analysis	2 Economic Opportunity Analysis	3 Economic Positioning Strategic Framework	4 Implementation Plan
<p>"What do we have to offer?" "What differentiates us in the marketplace?"</p>	<p>"Where do we fit in the new economy?" "What site and market opportunities exist?"</p>	<p>"Where do we need to focus our attention?" "How can we keep key partners aligned and position the community?"</p>	<p>"What do we need to do?" "How do we pay for it?"</p>
<ul style="list-style-type: none"> <li>• Assembly and analysis of reports and data</li> <li>• Economic trends and competitive advantage scan</li> <li>• Assessment of key development/redevelopment sites</li> <li>• Identification of place-based assets and market differentiators</li> <li>• Stakeholder Interviews</li> <li>• Mapping and communication</li> </ul>	<ul style="list-style-type: none"> <li>• Synthesis of Whitewater's assets and advantages</li> <li>• Economic opportunity development and communication</li> </ul>	<ul style="list-style-type: none"> <li>• Target critical development opportunities and strategy initiatives</li> <li>• Define Whitewater's long-term economic vision</li> <li>• Describe ongoing strategies and initiatives, economic targets, and key projects in a concise and compelling framework</li> </ul>	<p><b>Action Plan:</b></p> <ul style="list-style-type: none"> <li>• Define next steps and assign responsibilities to maximize the impacts of available manpower and resources</li> <li>• Organize by priorities and focus areas</li> </ul> <p><b>Funding Strategy:</b></p> <ul style="list-style-type: none"> <li>• Link implementation actions with potential funding sources</li> <li>• Leverage an array of public and private resources to make projects affordable</li> <li>• Summarize potential grant application/use requirements</li> </ul> <p><b>Marketing Materials:</b></p> <ul style="list-style-type: none"> <li>• Designed to attract economic development partners, funding, and businesses</li> <li>• Compelling graphics and purposeful text targeted to specific audiences</li> </ul>
S T E E R I N G		C O M M I T T E E	





As indicated in our project approach, we recommend a Steering Committee be appointed to provide the consultant team with insights and guidance and to review and comment on all draft work products prior to their release to the public. The Committee also will help identify other organizations and individuals to be included in the stakeholder interviews to share their expertise and insight into the economic and development climate in the community and region.

Committee membership could consist of key City officials (e.g., Council, CDA, Plan Commission, etc.) along with representatives from the City's various economic development partner organizations (e.g., the University, Innovation Center director, Chamber, Main Street, etc.). Ideally, the Committee would have 7-9 members (not including City staff) who are able to dedicate the time to review the materials and attend all Committee meetings and public events. We foresee about four Committee meetings over the course of the project, with each lasting about two hours.

Vandewalle & Associates will provide agendas and meeting materials to the City about one week in advance of each Committee meeting for City staff to reproduce and distribute. City staff also will arrange for appropriate meeting space and ensure all meeting notice requirements are met.

## **Phase One: On-the-Ground Asset Inventory and Analysis**

**Task 1.1. Research:** Our work will begin with an analysis of relevant studies, reports, and trends that relate to the City's economic assets and future opportunities. These will include, but not be limited to, past City, County, regional, and state work completed by Vandewalle & Associates; documents and data that are readily available from the City, county, state, and federal government; as well as the proprietary database maintained by ESRIBiz with which we have a subscription.

Project team members will tour and assess key development/redevelopment sites in the City to help assist in determining suitability for different uses and market potential.

**Task 1.2. Stakeholder Interviews:** Our Stakeholder Interviews will be strategically crafted to target key individuals and organizations in the community who have expertise in some facet of the local economy and/or are likely to play significant roles in future economic development initiatives. We will work closely with the Steering Committee and City staff to develop a list of participants and a list of topics/questions. We envision 5 to 8 interview sessions that are structured around different topic areas. Each of these will consist of 3-6 individuals with expertise/interest in a particular topic. We will attempt to complete all of these in a single day but will follow-up with phone calls where necessary. Likewise, there may be a need to have one-on-one meetings with specific individuals and we will accommodate those as well.

In order to encourage a high degree of candor, individual comments and observations from stakeholder participants remain confidential, but the general themes and tenor of the discussions will be reflected in the vision and economic positioning framework.

Where appropriate, we may have one or more follow-up contacts at various points throughout the process with specific stakeholders to discuss potential concepts, ideas, and draft materials that could benefit from an informed review. This can be especially helpful to gauge the interest and ability of an organization or individual to assist in specific implementation activities.

**Task 1.3. Inventory of Assets:** Based on our work in tasks 1.1 and 1.2 and our existing knowledge of the community and region, we will prepare an inventory of **Whitewater's** place-based assets, market differentiators, and competitive advantages that will contribute to the preparation of the Opportunity Analysis under Phase Two.

**Task 1.4. Mapping and Communication:** Vandewalle & Associates will use maps and graphics to analyze data collected in tasks 1.1 through 1.3, as appropriate.

Graphics/maps combined with brief explanatory text will also be used to present and communicate the outcomes of Phase One.



## **Phase Two: Economic Opportunity Analysis**

The outcomes of Phase One will be used to identify the City's economic opportunities, including catalytic project opportunities and target clusters and industries. The opportunity analysis will be presented using engaging graphics that help explain ideas and opportunities. The opportunity analysis along with the outcomes of Phase One will be reviewed and discussed with the Steering Committee before moving on to Phase Three.

## **Phase Three: Economic Positioning Strategic Framework**

Vandewalle & Associates will prepare a concise strategic framework that will more clearly articulate [Whitewater's](#) long-term economic vision and describe specific ongoing strategies and initiatives, economic targets, and key projects to achieve the vision. The framework will also target critical development opportunities, help to align economic development partners, and strategically position the community. Deliverables from this task will include graphics with bullet point text that present comprehensive (and often complex) issues and ideas in a clear and engaging format. Drafts of these graphics will be vetted with the Steering Committee prior to preparing the detailed implementation action plan.

## **Phase Four: Implementation Plan**

**Task 4.1, Implementation Action Plan:** Vandewalle & Associates will prepare a prioritized implementation action plan that includes a list of next steps and assigns responsibilities. The action plan will be presented in a tabular form organized by priorities and focus areas.

**Task 4.2, Funding Strategy:** Vandewalle & Associates will prepare a comprehensive funding strategy in tabular form that links implementation actions with potential funding sources, leverages an array of public and private resources to make projects affordable, summarizes potential grant application/use requirements, and provides web links where more information can be found.

**Task 4.3, Marketing Materials:** Vandewalle & Associates will prepare communication/marketing materials to help the City attract economic development partners, funding, and potential businesses. These materials will consist of compelling graphics and purposeful text targeted to specific audiences. The materials will be provided in both hardcopy and electronic formats so that they may be readily adapted by the City for use in future presentations, posted on the web, and/or incorporated into other printed materials such as newsletters or advertisements.

## **Phase Five: Project Completion**

Vandewalle & Associates will compile the opportunity analysis, economic positioning strategic framework, implementation action plan, and funding strategy into a single document with brief supporting text. The document will be presented to the Steering Committee for a final recommendation and then to the CDA for a formal public hearing prior to final adoption by the City Council. At the conclusion of the project, electronic copies of all PowerPoint presentations and hardcopies of all display boards and graphics will be provided to the City for use in future presentations.

## **Estimated Budget**

The estimated budget to complete the entire project as described in the Scope of Work is \$45,000 to \$50,000 including all labor and expenses. The scope has been tailored to meet the requirements of a \$25,000 CDBG Communitywide Planning grant from the Department of Commerce, which requires an equal amount of match. Under the grant, matching funds can come from any one or combination of public and private sources. We will be happy to work with City in obtaining the grant and match and to refine scope based on the ultimate amount of funds available for the project.

## Relevant Projects





# Economic Development Master Plan

## Lincoln and Logan County Development Partnership, Logan County Illinois

Located in central Illinois, Logan County is a classic example of a rural Midwestern community that is "caught in the middle." Faced with challenges brought on by global economic changes in the production and distribution of goods, the County and its municipalities are struggling mightily with the continued loss of jobs, population, and educated workers.

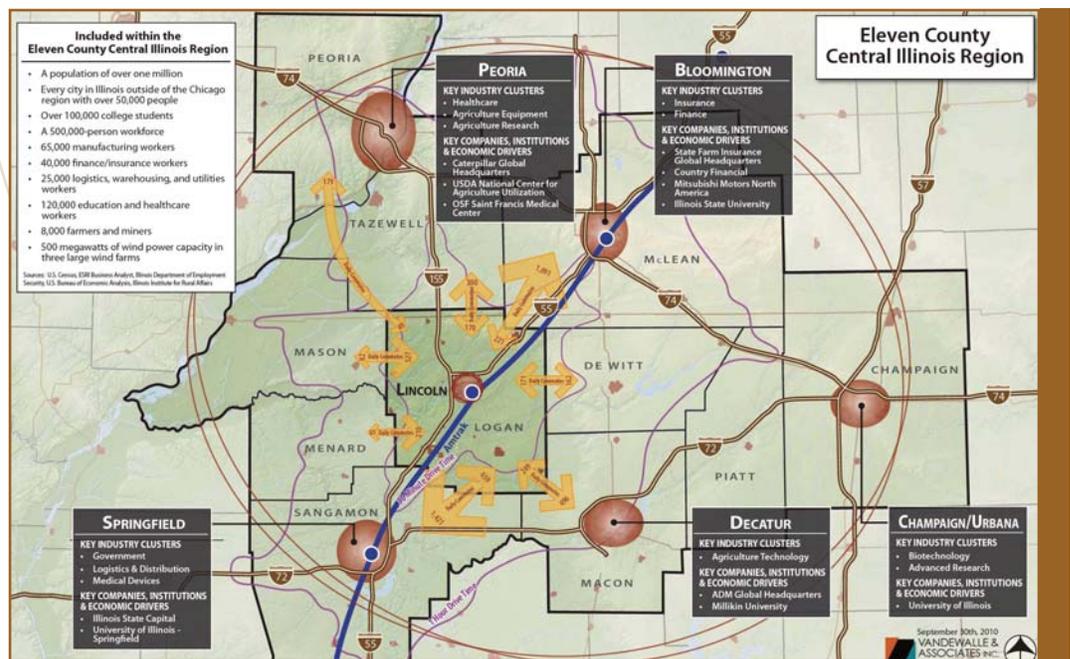
Understanding that the typical business recruitment strategies of the past are no longer adequate, the Lincoln and Logan County Development Partnership applied for and was awarded a highly competitive, \$50,000 grant from the US Department of Agriculture in 2009 to prepare a countywide economic development master plan. The Partnership chose Vandewalle & Associates to lead the planning effort. Our team also included Dick Longworth, author of the book *Caught in the Middle* – a seminal text in describing the challenges confronting rural communities across the Midwest.

Our project approach focused on aligning the County's place-based assets with emerging economic opportunities. Our key recommendations included leveraging the community's three colleges to improve the educational attainment levels of the work force and retain and attract knowledge jobs and workers. In addition, the County should strengthen its position as Illinois' wind energy capital by using its existing and planned wind farms to attract and grow a variety of related businesses and jobs including wind component manufacturers, installation and service companies, parts distributors, and public-

private research and development. Both of these initiatives, though, will require a focus on building a compelling sense of place, providing 21st century infrastructure – such as a fiber optic network – and encouraging and supporting local entrepreneurs and business start-ups.

Our final product, completed and adopted in late 2010, provides a robust framework for guiding the Partnership, local governments, business community, and residents in proactively creating a stable and healthy economy and quality of life. The Plan includes five broad strategic initiatives and 29 prioritized implementation Action Items.

With Vandewalle & Associates' continued assistance, the Partnership has engaged with several area organizations – such as the County, City of Lincoln, local chamber of commerce, tourism bureau – to create a collaborative process for undertaking the priority Action Items. The Plan is gaining widespread support throughout the community and establishing a solid foundation for successful implementation.



# Rifle Energy Innovation Center Renewable Energy Systems



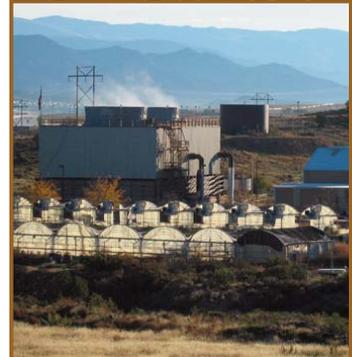
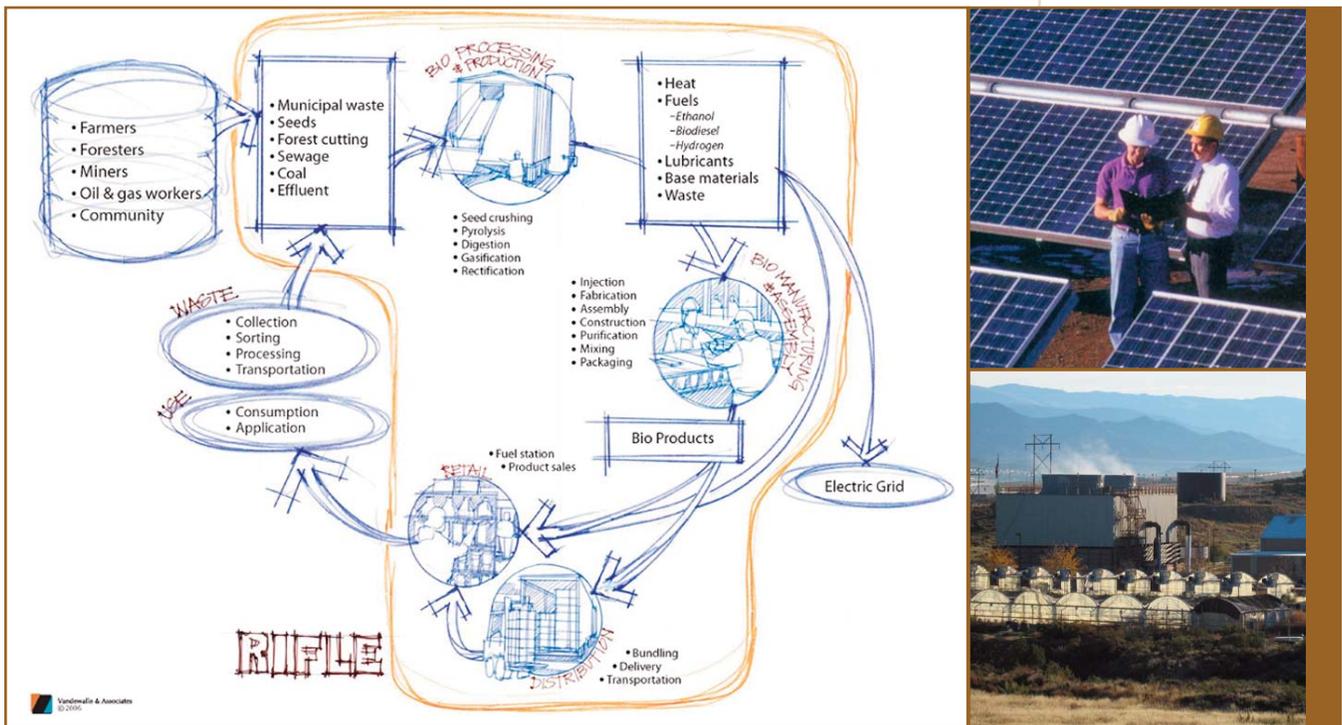
Rifle, Colorado

Vandewalle & Associates worked with the City of Rifle, Colorado, to create a vision for the Rifle Energy Innovation Center. Rifle sits in the oil shale-and natural gas-rich region of Western Colorado, and the region's economy has long suffered from the boom/bust cycles of the fossil-based energy industry. The City worked with Vandewalle & Associates to re-focus their economy toward renewable energy and energy innovation. This led to the concept of the "Energy Innovation Center," which is centered on developing a large vacant land area in Rifle for innovative energy projects and related industrial development.

Vandewalle & Associates worked with Rifle to create the concept and then continued to work with the City on implementation. The effort led to the development of a 2.5 megawatt solar array that was recently built in the Energy Innovation Center and will power the City's

new wastewater treatment plant. This system is one of the nation's largest municipally-owned solar arrays and perhaps the nation's only example of a wastewater treatment plant primarily powered by on-site photovoltaic power.

Building on the momentum of the solar array, Vandewalle & Associates then worked with the City to earn a USDA grant to complete a bio-feedstock study to evaluate the potential of building a bioenergy facility in Rifle. Vandewalle & Associates developed a scope of work for the study and worked with partnering consultants to complete it. The feedstock study evaluated the quantity, availability, and cost of multiple potential sources of biomass for a bioenergy system, with a particular focus on utilizing fire suppression removal of dead wood on BLM land in the region.





# Quad Cities Region Global Growth Initiative:

Strategically Positioning Iowa-Illinois in a Global Environment

The Quad Cities and surrounding region, as much of the greater Midwest, faces continuing challenges over the next decades: globalization, loss of traditional industries, and the need for skilled workforce replacement. Funded by regional corporate anchors Deere & Company and Alcoa, the Quad Cities Region Global Growth Initiative is an innovation and technology focused economic initiative. The initiative set out to align many of the individual economic development efforts within the broader Quad Cities Region toward a future-based, innovation-driven vision of how the Region can compete and succeed in the global economy.

Vandewalle & Associates combined its deep knowledge of the Region with a tested approach to asset driven, regional economic positioning to:

- Define the Region's assets in the context of global trends. Vandewalle & Associates' trademark approach aggregates and maps key place-based assets to serve as a meaningful region-building tool. This included layering the components of the Region (economy, education, environment, infrastructure, and culture) at an 8-county scale and comprehensiveness that has not been captured before this approach, provides community leaders with a new context and understanding of the shape of and strengths of the Region. This approach also allows synthesis and the ability to connect the dots to identify new opportunities.

- Identify emerging economic opportunities and create an economic framework. Based on existing assets and global trends and imperatives toward nurturing a climate for innovation within the Region, the opportunities are future-based, forward-looking initiatives.
- Engage regional thought-leaders. Levels of engagement include project management, resource and steering groups, topic meetings, and individual targeted interviews to create momentum and traction for short and long-term implementation.

This Global Growth Initiative uncovered assets and opportunities and set forth an economic framework and a vision for the Region's future within a global context. Moving forward, the Global Growth Initiative will:

- Provide direction for "catalytic collaboration" between regional organizations and the states to advance opportunities,
- Build forward-thinking regional identity and external marketing, and
- Inform and integrate into various regional strategic plans to build alignment and momentum.

**Key Regional Opportunities**

**INNOVATION**  
Quad Cities Region  
**TECHNOLOGY**  
**ASSETS**  
It's about the River.

**Grow Economies**

- 1 Become a Metal and Multi-Material Technology Center
- 2 Grow Biobased Production
- 3 Expand Renewable Energy Potential
- 4 Develop a Regional Waste to Product Economy
- 5 Model Water Systems Management and Soil Conservation Practices

**Build Innovation Capacity & Place**

- 6 Shape Educational Systems to Prepare Tomorrow's Innovators
- 7 Leverage Seasoned Talent to Grow New Businesses
- 8 Build a Regional Collaborative Innovation System
- 9 Realize Full Potential as an Intercontinental Port and Celebrated "River Place"

VANDEWALLE & ASSOCIATES

**QUAD CITIES REGION  
GLOBAL GROWTH  
INITIATIVE**

# Madison Region Asset & Opportunity Analysis



## 8-County Madison Region, Wisconsin

We live in an era where competition for economic development is global rather than local. Communities across the country are now realizing they can achieve more of their goals working as part of a regional effort. Thrive - a public-private, Madison area regional economic development entity - aimed to leverage the competitive advantage of the area's unique place-based assets to drive the regional economy forward.

In this context, Vandewalle & Associates began to work with Thrive in 2008 to conduct a Regional Asset and Opportunities analysis for the 8-County Madison Region. This included a systematic and comprehensive inventory and analysis of the various socio-economic, cultural, and geographic forces shaping the region.

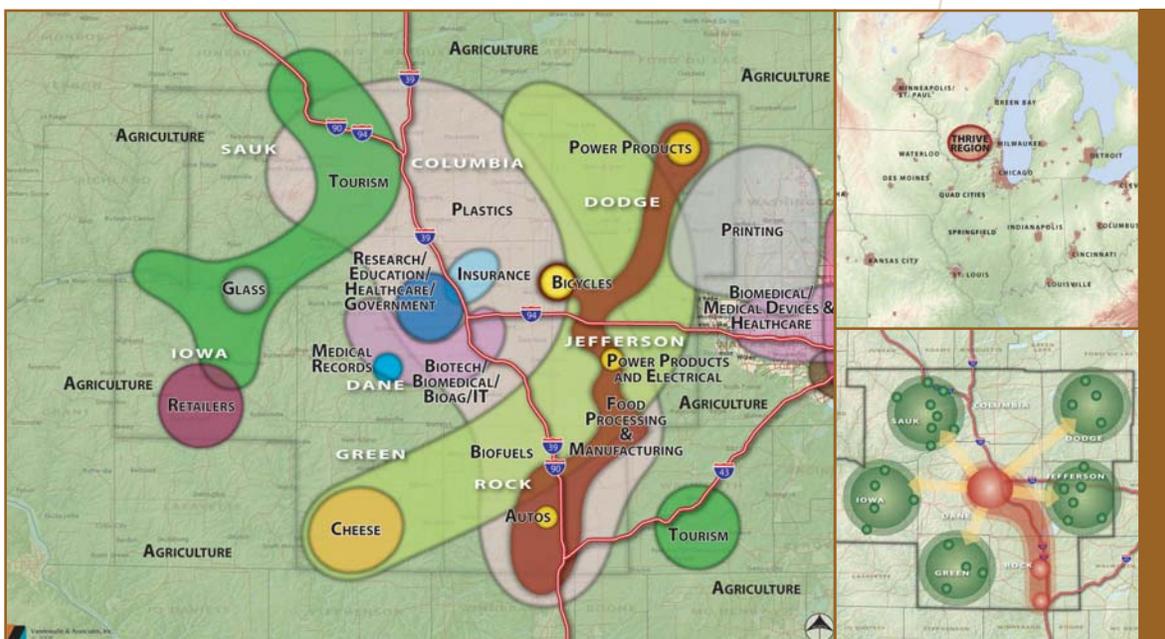
Working with a variety of regional leaders, Vandewalle & Associates identified key opportunities based on regional strengths and global trends. The Assets and Opportunities Initiative resulted in:

- An aggregation of key place-based economic data at the 8-County regional level to be used internally and externally;

- Identification, communication, and alignment of assets of the region toward emerging opportunities; and
- Identification and creation of place-based opportunities that will inform long-term strategic directions in the 8-County region.

The key place-based opportunities for Thrive and the 8-county region include:

- Growing the regional food production and processing industry;
- Positioning to build the bio- and green economies;
- Integrating biomedical, healthcare and wellness;
- Packaging place-based tourism experiences for the region;
- Building a 21st century transportation system;
- Realizing potential as the North American Bike Capital;
- Advancing the wellspring innovation system; and
- Becoming a regional laboratory of sustainable solutions.





## TechWorks Economic Positioning and Redevelopment

### Cedar Valley, Iowa

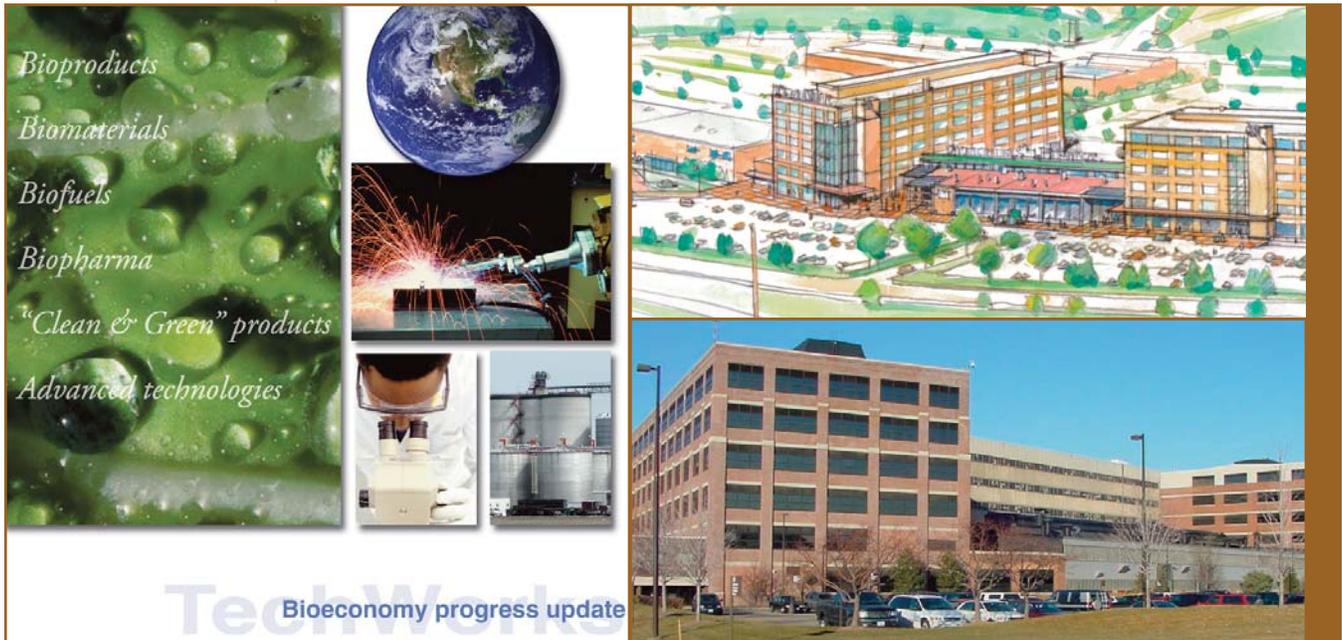
Vandewalle & Associates has been instrumental in the development of the Cedar Valley TechWorks facility in Waterloo, Iowa, since the concept inception in 2001. Working under a grant jointly funded by the State of Iowa and the John Deere Foundation, V&A developed the business model for a physical nexus for the bioproducts and bioenergy industries, and located it in underutilized former John Deere manufacturing facilities totaling nearly 600,000 sq. ft.

As a new model for regional industry collaboration and innovation, TechWorks is designed to facilitate connection of cutting-edge research to the area's raw materials and manufacturers. The TechWorks concept includes:

- a bioproducts merchandise mart,
- shared manufacturing space, and
- a deep network of industry players.

Working with the Waterloo Development Corporation, Vandewalle & Associates began implementation and sought funding for building renovation. The State of Iowa spotlighted the project and awarded TechWorks significant financial resources. Early partners included Deere & Company, which awarded the project millions of dollars toward building rehabilitation. Other early partners included Pioneer Seed and the National Ag-Based Lubricants Laboratory.

Vandewalle & Associates continues working to propel TechWorks from concept to reality; securing funding for infrastructure improvements and laboratories, identifying supply-chain relationships and partnerships in the region, and developing the internet portal concept.



# Milwaukee 7 Economic Asset & Opportunity Analysis



## Southeast Wisconsin

Launched in September 2005, Milwaukee 7 was formed to create a cooperative regional economic development platform for the seven counties of southeastern Wisconsin: Kenosha, Milwaukee, Racine, Walworth, Waukesha and Washington.

Working with Milwaukee 7, Vandewalle & Associates analyzed the region's indigenous economic, human, and physical assets. We then overlaid economic and technology futures with existing assets to determine key opportunities. This analysis relied on acquiring existing data, past work and ideas, and providing professional synthesis in a comprehensive way while investigating emerging technologies within the region's major corporations. Connecting the dots, uncovering unknown opportunities, and mobilizing key players and resources around catalytic projects were key parts of this work.

The outcome of this project was a comprehensive asset inventory and economic opportunity analysis of the Milwaukee 7 Region that built upon the large body of previous work and tapped deeply into region's existing structure and brain trust. The analysis first focused on the region's position in the global and national context, concentrating on the shared assets of the region as a whole. Following this broad view a more refined analysis was completed, zooming in on the special assets and opportunities specific to the seven-county region.





# Wisconsin BioAg Gateway

Madison, Wisconsin



Working with Madison Gas & Electric, Vandewalle & Associates led the early concept and vision development, as well as partner development, for the Wisconsin BioAg Gateway project. The Wisconsin BioAg Gateway is a bioag research and commercialization center focusing on growing new businesses and positioning, educating, and engaging the region and world in the future of Wisconsin's agriculture.

Vandewalle & Associates is a BioAg Team member with the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP), City of Madison, MG&E, Madison Development Corporation, and Orbitec/Planet LLC. The Team continues to meet and position the project with respect to funding, partnerships, business development, and fine-tuning the business model.

Wisconsin's learning place for growth and discover

## BioAg Gateway Key Components

- ### 1. Midwest BioLink Commercialization & Business Center

  - Experiment & prototyping flex space
  - Controlled environment facility
  - Plant science commercialization greenhouse
  - Office & lab space
  - Pilot processing
  - Conference & meeting space
  - Business Services
- ### 2. BioAg Business Park

  - \* Building space & sites
  - \* Over 20 existing bio & ag businesses
  - \* Lodging/themed restaurant
- ### 3. Wisconsin Ag Showcase

  - Field test plots
  - 200-acre ag crop showcase
  - Trade groups & corporate partners
  - Best practice demonstrations
  - Ag and bio exhibits
  - National visibility
  - Seasonal events
- ### 4. Wisconsin Ag Discovery Center

**Educating, inspiring, positioning, connecting**

  - Interactive center communicating & demonstrating invention
  - Emerging ag technology exhibits
  - Future of BioAg economy & new opportunities for farmers, producers & end users
  - Trail head to State Resources & Innovators
  - Training, education & conference space
  - Ag/bio-ag success stories
  - Providing hands-on services for growers and ag entrepreneurs

Tourist destination  
Economic Catalyst  
Corporate Sponsors

GROWTH OPPORTUNITY:

- Wisconsin can lead the region in growing new agricultural economies

FOOD

ORGANIC FOOD  
REGIONAL FOOD PROCESSING  
SPECIALTY CROPS  
VALUE-ADDED TRADITIONAL CROPS

BIO-AG

AGRICULTURAL BIOTECHNOLOGY  
BIOMEDICAL & MEDICAL  
NUTRACEUTICALS & FOOD  
BIOENERGY AND FUELS  
BIOREFINING  
SPECIALTY CHEMICALS / NEW MATERIALS  
ALTERNATE AGRICULTURAL UTILIZATION  
NEW AGRICULTURAL PRODUCTION CAPABILITIES

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An opportunity to invigorate & di

Wisconsin should lead

# Downtown Revitalization Plan



## Middleton, Wisconsin

Vandewalle & Associates has worked with the City of Middleton to assist with planning, design, development, and implementation of a series of projects over the course of 15 years. These projects have rebuilt and restructured the economics of the downtown business district, while maintaining a balance of urban growth along the community's edge.

Vandewalle & Associates' role have included:

- Preparing a market analysis and downtown revitalization plan for the 60-acre historic CBD,
- Creating a mixed-use development plan including commercial, retail and office, downtown housing, government facilities, and supporting infrastructure,
- Creating pedestrian-oriented urban design guidelines,
- Creating TIF districts, and
- Providing ongoing assistance with TIF management, property marketing, developer recruitment, design review, and site-specific brownfields redevelopment strategies to ensure coherence to the plan and urban design strategy.





## Resumes







## Rob Gottschalk, RLA, AICP



### Principal, Economic Positioning and Regional Sustainability

With over 15 years of experience, Rob Gottschalk is a leading expert in regional economic positioning, asset analysis and opportunities identification, and implementation. Rob focuses his skills on developing economic development strategies and sustainable development opportunities for regions, cities, and urban centers. His unique asset-based and whole system approach uncovers opportunities that are truly rooted in a region's place-based assets.

Recent projects include asset and opportunity analyses for the seven-county Milwaukee 7 Region and the eight-county Madison Region in Wisconsin; leading an economic positioning and Global Growth Initiative for the Quad Cities Region of Iowa and Illinois; and the development of an economic vision and positioning framework for Jefferson County, Wisconsin. These projects involve distilling a comprehensive analysis of the region's economic and place-based assets, developing an economic and region building strategic framework, as well as crafting a compelling vision to align towards. Aligning corporate, academic, public sector, and non-governmental executive leadership around a core vision and leading the early stages of implementation is critical in these large-scale, multi-faceted projects.

#### Education

B.S. Landscape Architecture  
University of Wisconsin  
Madison, Wisconsin

#### Professional Licenses, Registrations, and Memberships

Board of Directors, Natural Heritage Land Trust  
Member, Working Lands Steering Committee, State of Wisconsin  
Member, 1000 Friends of Wisconsin  
Founding Board Member, Blue Planet Partners  
Governor Appointed Member, Wisconsin Land Council, 2003-2005  
Member, American Institute of Certified Planners (AICP)  
Member, American Society of Landscape Architects

Current work includes staffing the University of Wisconsin System International Economic Development Task Force, assisting the Madison Gas & Electric economic development team on catalytic projects and working with the City of Madison to reposition and redevelop the Capital East Corridor.

Rob is passionate about making big vision happen on the ground and specializes in helping communities retool by developing the innovation capacity as well as centerpoints for emerging economies. He helped conceptualize and continues to help implement BioAg Gateway in Madison, Wisconsin. BioAg Gateway is a research and commercialization center focusing on growing new businesses and positioning, educating, and engaging the region and world in the future of Wisconsin's agriculture. Rob is also a seasoned project strategist, a skilled graphic communicator of complex ideas, and an inventive urban planner. He has been heavily involved in hundreds of development and redevelopment projects throughout the Midwest.



## E. Scott Harrington, AICP

Principal Planner



Scott Harrington is a Principal Planner and project manager at Vandewalle & Associates, contributing special expertise in the creation and implementation of urban redevelopment initiatives. For over 20 years, Scott worked on the front lines in a number of cities in the Midwest, South, and Western U.S. He is well versed in the complex processes of management, community participation, and financing and negotiations required to craft and implement long-range planning and large-scale revitalization efforts. His ease among elected bodies and plan commissions and with public financing is second to none.

Given his diverse background, Scott leads and assists with a wide variety of projects at Vandewalle & Associates including everything from regional economic positioning initiatives, to municipal comprehensive plans and zoning regulations, to redevelopment strategies for downtowns, corridors and sites. Over the last

few years in particular, much of Scott's work has been focused on economic development and redevelopment in older, first ring suburbs of major metropolitan areas, including Milwaukee, Chicago, and St. Louis, as well as downtowns and commercial districts of mid-sized and smaller central cities, including Madison and Moline.

With his Gulf Stream Design Manual, he received an Award of Merit from the American Society of Landscape Architects for his work in Urban Planning and Design. He also served as project manager for the City of Madison East Washington Avenue Capitol Gateway Corridor Plan that received an award for Outstanding Urban Design from the Wisconsin Chapter of the American Planning Association in 2010.

### Education

- M.S. Urban Planning  
University of Michigan  
Ann Arbor, Michigan
- B.S. Natural Resources  
University of Michigan  
Ann Arbor, Michigan

### Professional Licenses, Registrations, and Memberships

- Member, American Institute of Certified Planners
- Member, Wisconsin and Illinois Chapters of the American Planning Association
- Board Member, Orchard Ridge Neighborhood Association, Madison, WI
- Former Member, Technical Advisory Committee to Legislature on Intergovernmental Coordination, Florida Department of Community Affairs
- Former Board Member, Colorado Chapter of the American Planning Association
- Presenter, "Preserving Neighborhood Character" American Planning Association National Conference (1996 and 2002)



## Brian Vandewalle, AICP

President, CEO  
Vandewalle & Associates, Inc.



Brian Vandewalle has been a leading strategic urban planner, economic development advisor, and development consultant to the Upper Midwest's communities and developers for over thirty years. His particular areas of expertise lie in urban planning, urban redevelopment, and urban design.

Mr. Vandewalle established Vandewalle & Associates, now a well-respected urban planning, economic redevelopment, and design consulting firm known for producing some of the most visionary land use plans in the country. While carefully building a unique, multi-disciplinary team, he has led the firm's development of a distinctive, comprehensive approach to economic repositioning which integrates planning, design, and marketing analysis. The developments that result are feasible and sustainable examples of "market-driven design."

With his finger on the pulse of the region's emerging technologies and economic sectors, Mr. Vandewalle applies a broad experience helping urban centers craft new, "place-based economies" that position them for a new economy. Highly instrumental in implementation, Mr. Vandewalle is an expert in generating consensus, forging partnerships, making key government and business linkages, determining financing sources,

and recruiting end-users for urban development and redevelopment. Mr. Vandewalle is also a licensed real estate broker in the State of Wisconsin, and professionally practices commercial and industrial brokerage. This hands-on experience with project tenants and buyers helps him combine a sense of planning vision with a very realistic perspective on project feasibility.

In recent years, Mr. Vandewalle has served as the economic development advisor, planner, and real estate development advisor on many successful projects in the Great Lakes Region and Colorado. These projects include economic development and downtown revitalization in Middleton, Sheboygan, and La Crosse, Wisconsin; Moline and South Suburban Chicago, Illinois; Lansing, Michigan; Dayton, Ohio; and Waterloo and Davenport, Iowa. He worked with Lorain, Ohio on their waterfront redevelopment. He was also instrumental in master planning and economic development for the Milwaukee County Grounds Research Park and Medical Center.

Mr. Vandewalle was awarded the "Best of Madison Business" in 2005 for his visionary work on the Madison, Wisconsin Mayor's "Healthy City" economic development initiative.

### Education

B.S. Urban and Regional Planning Architecture  
Ball State University  
Muncie, Indiana

### Professional Licenses, Registrations, and Memberships

Member, American Institute of Certified Planners  
Member, American Planning Association, National and Wisconsin Chapters  
Licensed Real Estate Broker, State of Wisconsin  
Member, 1000 Friends of Wisconsin  
Member, Mid-American Economic Development Council  
Member, Urban Land Institute



## Jolena Presti, AICP

Principal Planner



Jolena Presti is a Principal Planner in the Redevelopment Planning and Economic Positioning divisions of Vandewalle & Associates, and leads the Vandewalle & Associates' Milwaukee office. Jolena's professional practice focuses on redevelopment planning and implementation, project management, and economic development and positioning services for public and private sector clients in the greater Milwaukee region and Wisconsin's coastal communities.

Jolena is currently the project manager for redevelopment planning and implementation projects in communities throughout Wisconsin. As the project manager, Jolena oversees day-to-day client and consultant team communication, internal team management, and plan and implementation strategies development. Furthermore, Jolena's work includes the preparation of land use plans, project feasibility analyses, developer and business recruitment, selection and project review, and facilitation of stakeholder interviews, focus groups, and public participation events.

Within the last few years, Jolena has prepared redevelopment plans and advanced implementation strategies for communities including Sheboygan, Manitowoc, Jefferson, Watertown, and Cudahy, and prepared a reuse plan for the closed MPS Lee School as part of a project funded by ARRA through Milwaukee's Social Development Commission.

Prior to joining Vandewalle & Associates, Jolena was the special projects manager for a county economic development commission in California. Prior to that, she worked for the University of Washington on projects focused on economic and community development, transportation, and housing. These experiences helped Jolena gain extensive experience with project management, community development, and land use planning.

### Education

- M.U.P. College of Architecture and Urban Planning  
University of Washington  
Seattle, Washington
- M.P.A. Public Administration  
University of Washington  
Seattle, Washington
- B.A. Business Administration and Marketing  
(Minor in Economics) (Cum Laude)  
Lakeland College  
Milwaukee, Wisconsin

### Professional Licenses, Registrations, and Memberships

- Member American Institute of Certified Planners (AICP)
- Member American Planning Association, National and Wisconsin Chapters



## Megan MacGlashan, AICP



Associate Planner

Megan MacGlashan is an associate planner with the Growth Management Team, providing a range of planning services to communities throughout Wisconsin. Megan's primary areas of focus include long-range comprehensive planning, park and open space planning, school district facilities planning, public participation coordination, and planning for sustainability and community character. She also specializes in attentive project management, interpersonal communication, and the thoughtful analysis of planning problems.

At Vandewalle & Associates, Megan has worked to prepare "Smart Growth"-compliant comprehensive plans for various communities, including, but not limited to, the Cities of Greenfield, Wauwatosa, Whitewater, and Fort Atkinson. She has also prepared park and open space plans for the Villages of Pleasant Prairie and Paddock Lake and the City of Greenfield, and school facilities plans for the Verona Area School

District and the Beloit-Turner School District. Megan works as the planning consultant for the City of Juneau and provides a variety of ongoing planning services to the City of Whitewater. She has also been involved in several highway projects throughout the State, helping to prepare indirect and cumulative effects analyses for Environmental Impact Statements.

Megan's interests and experience also include working with communities to integrate sustainability objectives into their planning efforts, coordinating planning processes, leading public participation efforts, and effectively communicating ideas, both orally and through writing. Prior to joining Vandewalle & Associates, Megan assisted the Dane County Regional Planning Commission and its successor agency in the preparation of the regional Water Quality Plan and point source pollution inventory for Dane County, Wisconsin.

### Education

- M.S. Urban and Regional Planning  
University of Wisconsin-Madison  
Madison, Wisconsin
- B.A. Psychology, Minor in Environmental Studies  
Eckerd College  
St. Petersburg, Florida

### Professional Licenses, Registrations, and Memberships

- Member, American Institute of Certified Planners (AICP)
- Member, American Planning Association, National and Wisconsin Chapters



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Shaping places, shaping change

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MILWAUKEE: 611 N. Broadway, Suite 410 • Milwaukee, WI 53202 • 414 421-2001

# Memo

**To:** Community Development Authority

**From:** Kevin Brunner

**Date:** 02/24/2011

**Re:** Approval of Innovation Center Change order #16-Shell Build-Out of Planned UW-Whitewater Labs

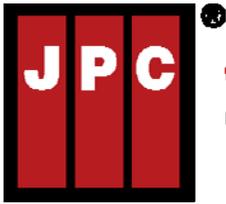
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The Whitewater University Technology Park Board of Directors met on Wednesday of this week and is recommending that the first floor space at the Innovation Center that has not been built-out yet be completed under a change order to the existing building construction contracts. The total cost of this build-out is \$128,312. Please see the attached letter and cost backup for additional information.

If you recall, we decided at the beginning of the Innovation Center construction to not complete this area of the building until we had a better idea of 1) whether we wanted to include any labs at all (was there sufficient demand) and 2) how the labs could best be accommodated in this space.

UW-Whitewater is committed to leasing this space and completing the additional build-out of the space for UW-Whitewater wet labs. The cost of the laboratory mechanical, electrical and plumbing (estimate of \$181,277) build-out will be financed and then recovered through the long-term leasing of the space by the University (we are hopeful that the EDA will also partially fund this work and we are scheduled to meet with the EDA on March 9<sup>th</sup> to discuss). The University will directly pay for all necessary laboratory equipment which is estimated at about \$40,000.

We currently estimate that the Innovation Center will be approximately \$300,000 under budget so we do have sufficient funds on hand to complete this recommended work.



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Construction Service Excellence since 1892  
In the Tradition of the Master Builders



February 18, 2011

Cliff Goodhart  
Eppstein Uhen  
222 W Washington Av  
Madison, WI 53703

**RE: Whitewater innovation Center – Room 118 Shell Build Out**

We are pleased to submit recommendation for contract revisions for the above referenced changes to the project. EUA architects prepared preliminary specification and plans. Additionally, a revised scope was prepared and is part of the basis of this proposal. JPC distributed the information to the existing prime and subcontractors on the project to solicit pricing information. We also reviewed the cost and pricing information prepared on bid day in April of 2010. We propose to build out the shell of room 118 for the price of \$128,312 per the attached supporting documentation.

**Background:**

This varies from the bid day amount of \$76,608 due to the work being completed at a later stage in the project than originally anticipated creating additional general conditions and remobilization of all the parties. Additionally, there are scope items that have changes. Fundamentally, the following major changes have been incorporated into the price quoted and constitute the price change from the bid day information alternate:

- General conditions were added for construction management and site conditions due to the late nature of the changes at approximately \$17,200.
- We have to get the underground piping in now for future anticipated laboratory build outs, this cost approximately \$4,200.
- Rewald Electric's informational breakout on bid day was significantly undervalued. I have attached all the documentation to support this. This added approximately \$17,000 to the pricing. We do have the option to further substantiate this before the electrical construction begins and any cost savings that can be obtained would be passed back to the owner.
- Freedom Fire Protection based their informational breakout on bid day on the fact that the modified system would only cost \$1000 more than a preliminary system. They did install a preliminary system and now have to install a second configuration plus additional mobilization and rework of engineering. This added approximately \$2,700.
- NAMI, the HVAC contractor, is asking for an extra \$2,000 if they have to do just the shell. This is for mobilization. Basically, they are holding their bid day amount plus mobilization. Please be fully aware that the amount of HVAC work included in this proposal is for the build out of the shell only. If it is determined that lab equipment is to be installed, we must determine this before HVAC work begins. The amount budgeted for the typical installation delivered with this proposal would then be applied to the laboratory fit out budget.



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MILWAUKEE OFFICE  
13040 West Lisbon Road  
Brookfield, WI 53005  
(p) 262.781.4100  
(f) 262.781.6300



- General Construction total cost went up \$7,000. This included additional wall partitions into the shell to accommodate the hallway box out for the eyewash and emergency shower for future lab equipment. We have to build the walls as we go now. We did not include the plumbing for these items. We did include more temp protection to section off half the hallway during construction and we had to include the revised quotations from subcontractors which each needed a little more for mobilization.

**Recommended Change Orders to Prime Contracts:**

We recommend that contracts be modified by Change Order as follows:

1. JP Cullen General Construction – We recommend increasing the contract amount by \$78,951. See attached documentation.
2. North American Mechanical, Inc. – We recommend increasing the contract amount by \$12,100. See attached documentation.
3. DeGarmo Plumbing – We recommend increasing the contract amount by \$4,200. See attached documentation.
4. Rewald Electric – We recommend increasing the contract amount by \$29,327. See attached documentation.
5. Freedom Fire Protection – We recommend increasing the contract amount by \$3,734. See attached documentation.

This change will also require an additional \$2,245 of construction management fee.

**Schedule:**

The work will require approximately two months of construction after authorization to proceed.

**Next Steps:**

We would ask you to review and approve. Assuming you concur, please notify Kevin Brunner.

Then we ask Kevin to execute the change orders by signing them. Return one original of each change order with attached documentation to J.P. Cullen & Sons, and we will see that they are distributed to the Prime Contractors.

If you should have any questions, or require additional information, I may be reached at 608-754-6601.

Sincerely,

Daniel A. Swanson

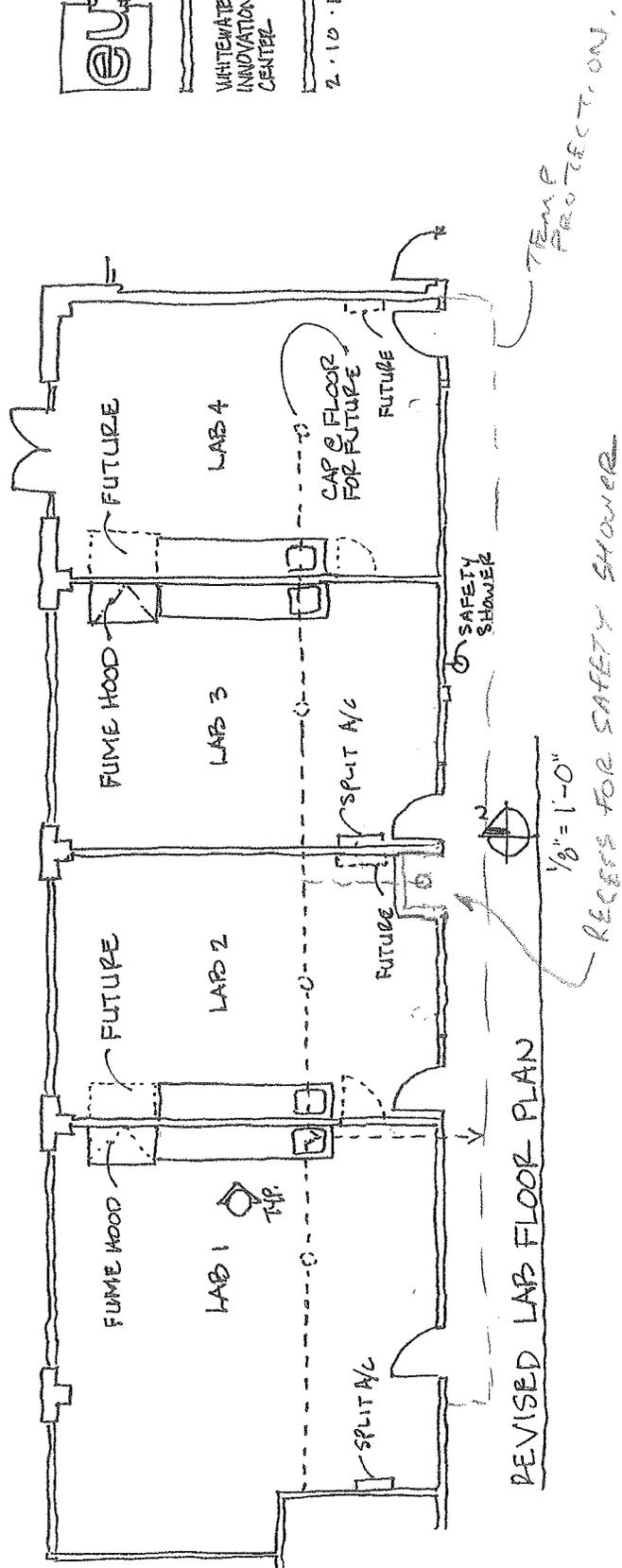
VP Preconstruction Services and Corporate Work Procurement  
J.P. Cullen & Sons, Inc.

CC: Kevin Brunner / City of Whitewater

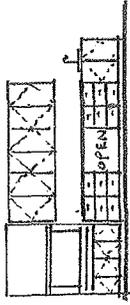
Attachments:

- Change orders for all five prime contractors (5 pages).
- Backup for Cost.





REVISED LAB FLOOR PLAN



TYPICAL CASEWORK  
ELEVATION

NOTES:

1. ALL CASEWORK SHALL BE PLASTIC LAMINATE  
w/ CHEMICAL-RESISTANT LAMINATE  
COUNTER TOPS.
2. LAB SINK TO BE SELF-RIMMING  
STAINLESS STEEL.
3. ROUGH-IN PIPING & POWER FOR  
SPLIT DUCTLESS A/C IN LABS 2 & 4
4. DO NOT PROVIDE PIPING FOR COMPRESSED  
AIR, VACUUM, GAS OR DISTILLED WATER

# 198 Character Rpt w/MNHR - Whitewater Innovation Center ROOM 118 SHELL BUILDOUT

Detail - With Taxes and Insurance, Indirect Costs are Spread

Group 1: Major ItemCode Groups  
Group 2: Minor ItemCode Groups

Estimator :  
Project Size : 37000 SQFT

Sect	Sub	Elem	ItemCode	Description	UM	Quantity	Crew	Production	Prod.UM/ot Hrs	Lab.Unit	Mat.Unit	Eqp.Unit	Sub.Unit	Lab.Total	Mat.Total	Eqp.Total	Sub.Total	Tot.UnitCost	TotalCost	
<b>GENERAL REQUIREMENTS</b>																				
<b>JOB PERSONNEL</b>																				
1			0103.110	SUPERINTENDENT	WEEK	2.00				2,175.00		87.000		4,350		174		3,427.12	6,854.24	
1			0103.125	PROJECT MANAGER	WEEK	2.00				1,810.00		72.400		3,620		145		2,851.99	5,703.99	
1			0103.190	YARD LABOR(.5-1.5% LABOR)	LS	1.00				500.00				500				764.47	764.47	
** Total JOB PERSONNEL														8,470		319			13,322.69	
<b>REGULATORY REQUIREMENTS</b>																				
1			0106.000	BUILDING PERMIT **BY OWNER**	LS	1.00														
** Total REGULATORY REQUIREMENTS																				
<b>MISC GENERAL REQUIREMENTS</b>																				
1			0107.100	ROUGH CLEAN	SQFT	1,500.00								0.16			240	0.18	265.90	
1			0107.110	FINAL CLEANUP	SQFT	3,000.00								0.16			480	0.18	531.80	
1			0107.130	RUBBISH REMOVAL	WEEK	6.00					80.569					483		94.17	565.04	
1			0108.100	GAS & OIL **PICK-UP TRUCK**	MO	1.50					394.000					591		460.53	690.79	
1			0109.120	CHEMICAL TOILET	MO	1.50					85.000					128		99.35	149.03	
1			0112.110	TRAVEL OFFICE	WEEK	6.00					35.000					210		40.91	245.46	
1			0119.120	PRINT COST JOB	LS	1.00					200.000					200		233.77	233.77	
** Total MISC GENERAL REQUIREMENTS																1,612		720		2,681.80
<b>QUALITY CONTROL</b>																				
1			0140.100	CONCRETE TESTING	LS	1.00					400.000					400		467.54	467.54	
** Total QUALITY CONTROL																400				467.54
<b>TEMPORARY UTILITIES</b>																				
1			0150.101	TEMP ELECTRIC POWER "by OWNER"	MO	1.00														
1			0150.110	TEMP TELEPHONE	MO	1.50					70.000					105		81.82	122.73	
1			0150.130	TEMP WATER	MO	1.50								33.00			50	36.56	54.84	
** Total TEMPORARY UTILITIES																105		50		177.57
<b>JOB EQUIPMENT</b>																				
1			0151.240	EQUIPMENT REPAIR	LS	1.00				100.00	100.000			100	100			269.78	269.78	
1			0151.250	EQUIPMENT TRANSPORTATION	TRIP	2.00				131.60		5.260		263		11		207.36	414.71	
** Total JOB EQUIPMENT														363	100	11		684.49		
<b>FIELD OFFICES &amp; SHEDS</b>																				
1			0159.000	COPY & OFFICE SUPPLIES	MO	1.50					25.000				38			29.22	43.83	
1			0159.005	JOBSITE COMPUTER	MO	1.50					250.000				375			292.21	438.32	
** Total FIELD OFFICES & SHEDS																413				482.15
* Total GENERAL REQUIREMENTS														8,833	2,629	329	770	17,816.25		
<b>MISC OVERHEAD</b>																				
<b>MISC OVERHEAD</b>																				
			0193.193	CONTRACTOR'S BOND	LS	1.00														
			0195.195	PAYROLL TAXES & INSURANCE	LS	1.00														
** Total MISC OVERHEAD																				
* Total MISC OVERHEAD																				
19	<b>PROJECT MARKUP</b>																			
** Undefined **																				
			0198.999	O.H. & P.	LS	1.00														
** Total ** Undefined **																				
* Total PROJECT MARKUP																				

# 198 Character Rpt w/MNHR - Whitewater Innovation Center ROOM 118 SHELL BUILDOUT

Detail - With Taxes and Insurance ,Indirect Costs are Spread

Group 1: Major ItemCode Groups  
Group 2: Minor ItemCode Groups

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<b>HAND EXCAVATION</b>																										
<b>HAND EXCAVATION</b>																										
1			0288.001	FINE GRADE FLOOR BY HAND	SQFT	2,910.00	C218	8,000.00	DAY	8.73	0.11		0.003		329		8		0.16	466.12						
			** Total HAND EXCAVATION																	8.73		8		466.12		
			* Total HAND EXCAVATION																	8.73		8		466.12		
<b>CONCRETE FINISHING</b>																										
<b>CONCRETE FINISH</b>																										
1			0301.019	FINISH SLAB ON GRADE	SQFT	2,910.00	C276	4,000.00	DAY	26.19	0.43	0.030	0.010		1,237	87	29		0.64	1,858.48						
1			0301.301	SAW CUT JOINT SLAB ON GRADE	LNFT	620.00	C276	4,400.00	DAY	5.07	0.39	0.250	0.159		240	155	99		1.02	630.12						
			** Total CONCRETE FINISH																	31.26		1,476	242	128		2,488.60
			* Total CONCRETE FINISHING																	31.26		1,476	242	128		2,488.60
<b>REINFORCING STEEL</b>																										
<b>WELDED WIRE FABRIC</b>																										
1			0320.001	6X6-8/8 MESH	SQS	32.01	C519	32.00	/DAY	8.00	15.11	17.000	0.500		484	544	16		40.80	1,306.15						
			** Total WELDED WIRE FABRIC																	8.00		484	544	16		1,306.15
<b>RE-BARS</b>																										
1			0324.815	DOWELS @ SOG	EACH	24.00	C276	1,440.00	DAY	0.60	1.18	2.000	0.028		28	48	1		4.01	96.35						
			** Total RE-BARS																	0.60		28	48	1		96.35
			* Total REINFORCING STEEL																	8.60		512	592	17		1,402.51
<b>CAST-IN-PLACE CONCRETE</b>																										
<b>CAST-IN-PLACE CONCRETE</b>																										
1			0331.300	**CONC IN SLAB ON GRADE**	****																					
1			0331.325	4000PSI DIRECT	CUYD	38.00	C225	80.00	DAY	34.20	34.79	65.000	0.841		1,322	2,470	32		125.33	4,762.47						
			** Total CAST-IN-PLACE CONCRETE																	34.20		1,322	2,470	32		4,762.47
			* Total CAST-IN-PLACE CONCRETE																	34.20		1,322	2,470	32		4,762.47
<b>DEMO</b>																										
<b>INTERIOR WALL DEMOLITION</b>																										
2		641	0480.001	REMOVE MT'L STUD & DW PART.	SF	128.00	C486	1,200.00	DAY	4.73	1.45	0.180	0.057		186	23	7		2.30	294.19						
			** Total INTERIOR WALL DEMOLITION																	4.73		186	23	7		294.19
<b>INTERIOR FLOOR DEMOLITION</b>																										
2		641	0482.104	REMOVE VINYL BASE	LF	16.00	C480	3,700.00	DAY	0.21	0.53	0.020	0.027		9				0.80	12.76						
			** Total INTERIOR FLOOR DEMOLITION																	0.21		9				12.76
<b>DEMOLITION PROTECTION</b>																										
2		641	0489.000	TEMP. PART. 2X4	LF	570.00	C600	3,600.00	DAY	11.40	0.88	0.320	0.021		502	182	12		1.62	926.16						
2		641	0489.010	TEMP. PART. PLYWOOD	SF	800.00	C600	4,800.00	DAY	12.00	0.66	0.380	0.016		529	304	13		1.38	1,105.85						
			** Total DEMOLITION PROTECTION																	23.40		1,031	486	25		2,032.01
			* Total DEMO																	28.34		1,226	510	33		2,338.95
<b>FINISH CARPENTRY</b>																										
<b>INTERIOR TRIM</b>																										
NS			0620.614	CORIAN WINDOW SILL	LNFT	58.00	C620	200.00	DAY	10.44	7.93	18.800	0.191		460	1,090	11		33.23	1,927.40						
			** Total INTERIOR TRIM																	10.44		460	1,090	11		1,927.40
			* Total FINISH CARPENTRY																	10.44		460	1,090	11		1,927.40
<b>WATERPROOF &amp; DAMPPROOF</b>																										

# 198 Character Rpt w/MNHR - Whitewater Innovation Center ROOM 118 SHELL BUILDOUT

Detail - With Taxes and Insurance, Indirect Costs are Spread

Group 1: Major ItemCode Groups  
Group 2: Minor ItemCode Groups

Estimator :  
Project Size : 37000 SQFT

Sect	Sub	Elem	ItemCode	Description	UM	Quantity	Crew	Production	Prod.UM of Hrs	Lab.Unit	Mat.Unit	Eqp.Unit	Sub.Unit	Lab.Total	Mat.Total	Eqp.Total	Sub.Total	Tot.UnitCost	TotalCost		
<b>WATERPROOF &amp; DAMPPROOF</b>																					
1			0719.001	15 MIL STEGO	SQS	32.01	C310	100.00	/DAY	5.44	6.41	13.000	0.155		205	416	5	24.28	777.34		
			** Total WATERPROOF & DAMPPROOF																	5.44	777.34
			* Total WATERPROOF & DAMPPROOF																	5.44	777.34
<b>CAULKING &amp; SEALANTS</b>																					
<b>CAULKING &amp; SEALANTS</b>																					
1			0790.800	CAULK HOLLOW METAL FRAME	EACH	3.00	C302	120.00	/WK	1.00	16.01		0.367		48		1	22.81	68.43		
1			0799.998	FIRESTOPPING	LS	1.00	C302	6.00	/WK	6.67	320.27		7.333		320		7	456.19	456.19		
			** Total CAULKING & SEALANTS																	7.67	524.62
			* Total CAULKING & SEALANTS																	7.67	524.62
<b>METAL DOORS &amp; FRAMES</b>																					
<b>METAL DOORS &amp; FRAMES</b>																					
1			0802.079	HOLLOW METAL FRAMES	UNIT	3.00	C620	48.00	DAY	2.25	33.05		0.794		99		2	46.90	140.70		
1			0810.999	DOORS FRAMES AND HARDWARE	LS	1.00							2,660.00					2,660	2,947.07		
			** Total METAL DOORS & FRAMES																	2.25	3,087.78
			* Total METAL DOORS & FRAMES																	2.25	3,087.78
<b>WOOD &amp; PLASTIC DOORS</b>																					
<b>WOOD &amp; PLASTIC DOORS</b>																					
1			0821.899	WOOD DOORS	UNIT	3.00	C620	32.00	DAY	3.38	49.57		1.191		149		4	70.35	211.06		
			** Total WOOD & PLASTIC DOORS																	3.38	211.06
			* Total WOOD & PLASTIC DOORS																	3.38	211.06
<b>HARDWARE</b>																					
<b>HARDWARE</b>																					
1			0870.230	LOCKSET -CYLINDRICAL	UNIT	3.00	C620	56.00	DAY	1.93	28.33		0.681		85		2	40.20	120.60		
			** Total HARDWARE																	1.93	120.60
			* Total HARDWARE																	1.93	120.60
<b>GLASS &amp; GLAZING</b>																					
<b>GLAZING</b>																					
1			0884.999	GLASS & GLAZING	LS	1.00							350.00					350	387.77		
			** Total GLAZING																	350	387.77
			* Total GLASS & GLAZING																	350	387.77
<b>GYPSUM DRYWALL</b>																					
<b>GYPSUM DRYWALL</b>																					
1		611	0925.002	5/8" GYPSUM BOARD	SQFT	6,027.00	C900	1,250.00	DAY	135.00	0.98	0.230	0.023	5,891	1,386	141		1.66	9,982.47		
2		611	0925.002	5/8" GYPSUM BOARD	SQFT	229.60	C900	1,250.00	DAY	5.14	0.98	0.380	0.023	224	87	5		1.83	420.54		
1		611	0925.058	ADDED STUDS @ OPENINGS	LNFT	84.00	C900	900.00	DAY	2.61	1.36	0.485	0.033	114	41	3		2.49	209.50		
1		611	0925.082	SCREWS FOR GYPSUM BOARD	SQFT	6,104.00						0.036			220			0.04	256.85		
1		611	0925.148	3-5/8" METAL STUD 20 GA	LNFT	987.00	C900	1,100.00	DAY	25.12	1.11	0.485	0.027	1,096	479	26		2.14	2,115.68		
2		611	0925.148	3-5/8" METAL STUD 20 GA	LNFT	112.00	C900	1,100.00	DAY	2.85	1.11	0.435	0.027	124	49	3		2.09	233.53		
1		611	0925.149	3-5/8" STUD TRACK 20 GA	LNFT	180.00	C900	900.00	DAY	5.60	1.36	0.485	0.033	244	87	6		2.49	448.93		
1		611	0925.149	3-5/8" STUD TRACK 20 GA	LNFT	16.00	C900	900.00	DAY	0.50	1.36	0.325	0.033	22	5	1		2.31	36.91		
1		611	0927.000	PERFATAPE & JOINT CEMENT	SQFT	6,104.00								1.10			6,714	1.22	7,439.03		
1		611	0927.252	D.W. TRIM	LF	1,470.00					0.250				368			0.29	429.56		
2		611	0927.252	D.W. TRIM	LF	56.00					0.250				14			0.29	16.36		
1		611	0927.501	3" BATT INSULATION	SQFT	1,323.00	C900	4,000.00	DAY	9.26	0.31	0.180	0.007	404	238	10		0.64	852.01		

# 198 Character Rpt w/MNHR - Whitewater Innovation Center ROOM 118 SHELL BUILDOUT

Detail - With Taxes and Insurance ,Indirect Costs are Spread

Group 1: Major ItemCode Groups  
Group 2: Minor ItemCode Groups

Estimator :  
Project Size : 37000 SQFT

Sect	Sub	Elem	ItemCode	Description	UM	Quantity	Crew	Production	Prod.UM	Tot Hrs	Lab.Unit	Mat.Unit	Eqp.Unit	Sub.Unit	Lab.Total	Mat.Total	Eqp.Total	Sub.Total	Tot.UnitCost	TotalCost
2		611	0927.501	3" BATT INSULATION	SQFT	117.60	C900	4,000.00	DAY	0.82	0.31	0.180	0.007		36	21	1		0.64	75.73
				** Total GYPSUM DRYWALL						186.92					8,157	2,995	195	6,714		22,517.11
				* Total GYPSUM DRYWALL						186.92					8,157	2,995	195	6,714		22,517.11
<b>ACOUSTICAL TREATMENT</b>																				
<b>ACOUSTICAL TREATMENT</b>																				
1			0954.999	ACOUSTICAL TREATMENT	LS	1.00								7,732.00				7,732	8,566.45	8,566.45
				** Total ACOUSTICAL TREATMENT														7,732		8,566.45
				* Total ACOUSTICAL TREATMENT														7,732		8,566.45
<b>FLOORING</b>																				
<b>RESILIENT FLOORING</b>																				
1			0967.998	RESILIENT SHEET FLOORING	LS	1.00								5,595.00				5,595	6,198.82	6,198.82
				** Total RESILIENT FLOORING														5,595		6,198.82
				* Total FLOORING														5,595		6,198.82
<b>PAINTING &amp; WALL COVERING</b>																				
<b>PAINTING</b>																				
1			0994.999	PAINTING	LS	1.00								3,450.00				3,450	3,822.33	3,822.33
				** Total PAINTING														3,450		3,822.33
				* Total PAINTING & WALL COVERING														3,450		3,822.33
<b>SPECIALTIES</b>																				
<b>IDENTIFYING DEVICES</b>																				
1			1040.010	INTERIOR SIGN TYPE A	LS	1.00								300.00				300	332.38	332.38
				** Total IDENTIFYING DEVICES														300		332.38
				* Total SPECIALTIES														300		332.38
<b>FURNISHINGS</b>																				
<b>WINDOW TREATMENT</b>																				
1			1254.999	BLINDS & SHADES	LS	1.00								1,085.00				1,085	1,202.10	1,202.10
				** Total WINDOW TREATMENT														1,085		1,202.10
				* Total FURNISHINGS														1,085		1,202.10
				Total Estimate						329.16					23,221	10,945	774	28,656		78,950.67

**Estimate Summary**

Whitewater Innovation Center ROOM 118 SHELL BUILDOUT

**J P CULLEN & SONS INC.**

PO BOX 1957

JANESVILLE

Phone:

Fax:

WI

608

608

53547

754-6601

754-9171

Prime Qty

2nd Qty

37000 SQFT

0

		Labor	Material	Equipment	Subcontract	Totals
<b>DIRECT COSTS</b>	%					
Base Labor		18,472	10,945	774	28,656	58,847
Labor burden	38.00%	7,019				7,019
LaborBurden		4,749				4,749
Labor manhours		329				
Material sales tax	5.50%		602			602
Equipment Surcharge	5.50%			43		43
<b>GROSS COST</b>		<b>\$30,241</b>	<b>\$11,547</b>	<b>\$817</b>	<b>\$28,656</b>	<b>\$71,260</b>
	<i>Overall</i>					
Overhead %	0.00%	10.00%	10.00%	10.00%	10.00%	
		3,024	1,155	82	2,866	
Overhead Amount	0					7,126
Profit %	0.00%	0.00%	0.00%	0.00%	0.00%	
Profit Amount	0	0	0	0	0	0
General Contractor's Bond	565					565
Unallocated Funds (\$)	0					0
Unallocated Funds (%)	0.00%					0
<b>Total</b>						<b>\$78,951</b>
Cut/Add						\$0
<b>Project total</b>						<b>\$78,951</b>

# AUSTAD & SON, INC.

## ACOUSTICAL CONTRACTOR

WI. Contractor Registration #1095867

905 DEMPSEY RD.  
MADISON, WI 53714  
PHONE 608-661-4600  
FAX 608-661-4568  
Email liza@tds.net

TO: JP CULLEN & SON, INC.  
ATTN: NEAL  
\_\_\_\_\_  
\_\_\_\_\_

DATE: 1/28/2010  
PROJECT: INNOVATION CENTER  
LOCATION: WHITEWATER, WI  
ADDENDA NOTED: \_\_\_\_\_  
SECTION: \_\_\_\_\_

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATE FOR:  
INSTALL NEW 2X2 ACOUSTICAL IN FOUR LABS, OFFICE AND BREAKROOM.  
FURNISHED, INSTALLED, TAX INCLUDED.

A.	LABOR	\$	3,360
B.	MATERIALS	\$	4,572
C.	TOTAL	\$	<u>7,932</u>

*Handwritten:*  
 (200)  
 7,732  
 Verba  
 L2 ASD  
 2/21/10  
 NO

*Handwritten:*  
 SAME S.F.  
 CUT IN LESS WALLS

QUOTE IS GOOD FOR 90 DAYS

WE PROPOSE TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH  
THESE SPECIFICATIONS, FOR THE SUM OF:

SEVEN THOUSAND NINE HUNDRED

THIRTY TWO AND NO

DOLLARS

\$

7,932

SUBMITTED

BY:

Lizabeth Austad, Vice President

ACCEPTED BY: \_\_\_\_\_



# Block Iron & Supply Company Inc.

• Oshkosh • Madison • Milwaukee • Wausau

Main Office:  
1016 Witzel Ave  
P.O. Box 557  
Oshkosh, Wisconsin 54902  
920-231-8645  
888-799-0499  
Fax 920-231-3051

Milwaukee Branch  
16925 West Victor Road  
New Berlin, WI 53151  
800-236-7771  
Fax (262) 439-2205

Madison Branch  
3121 Syene Road  
P.O. Box 259130  
Madison, Wisconsin 53725  
608-271-2744  
800-236-2744

Wausau Branch  
5903 Prairie St  
Schofield, WI 54476  
(715) 359-1800  
Toll Free (866) 55 BLOCK  
Fax (715) 355-0565

QUOTATION DATE 02/17/11

To: **JP Cullen and Son** Attn: Neal Day

Quote # 100413GFE

Project: Whitewater Innovation Center Laboratory Fit Out – Whitewater, WI

Addenda included: None

We propose to furnish only per plans and specifications the following. All prices are net, F.O.B. our warehouse with full freight allowed per terms below. **Exempt from Executive Order 108.**

- Section: 08 11 13 Hollow Metal Doors and Frames**
- Section: 08 14 16 Flush Wood Doors**
- Section: 08 71 00 Door Hardware**

- 1 - Lot of door Hardware
- 3 - Special Elevation Hollow Metal Frames
- 3 - Flush Plain Sliced Natural Birch Wood Doors (Pre-machined/Pre-finished)

Note: 1) Glass and glazing is **NOT INCLUDED** and is to be provided by others.  
2) Hardware includes hinges, keyed lever lock, and wall stop **ONLY**. No other hardware is included.

**Due to the current market situation, we reserve the right to pass on surcharges assessed 30 days after the date of this quote. Documentation of these charges will be provided.**

One of these boxes MUST be checked	<input checked="" type="checkbox"/>	STATE, COUNTY, USE TAX INCLUDED
	<input type="checkbox"/>	STATE, COUNTY, USE TAX NOT INCLUDED

Combined bid ..... **\$2,660.00 w/tax**

Respectfully submitted by \_\_\_\_\_ Glenn H. Fischer

Accepted by \_\_\_\_\_

### TERMS AND CONDITIONS

1. This proposal is for material only. No installation or erection unless specifically stated.
2. This proposal is made for immediate acceptance, and is void thirty (30) days after date of this quotation unless extended by us in writing.
3. Orders are accepted subject to strikes, accidents and other causes beyond our control.
4. This quote is net. based on credit approval, payment in full is due the 10th day of the month following invoice. Invoices not fully paid by the end of the month following invoice will be considered delinquent and interest shall be charged on the unpaid balance at a rate of 1 1/2% per month or 18% per annum.
5. Taxes hereafter levied by Federal, State or Local Authorities, upon sales of this material, are not included in this quotation unless so stated.
6. All claims for damages against carriers must be made by consignee.
7. No verbal commitments to alter or change the foregoing Terms and Conditions will be binding on the seller unless such changes are confirmed in writing and signed by authorized personnel.
8. Deliveries to be made to ground floor, accessible by truck.

**Neal D. Day**

**From:** Tyler [tyler@adairflooring.net]  
**Sent:** Sunday, January 30, 2011 3:56 PM  
**To:** Neal D. Day  
**Subject:** Re: New Quotation

Neal,

re; Whitewater Innovation, same finishes as main building, except VCT.  
 Here is the quote for this area, furnished and installed;

1. ~~Carpet tile # 1 Interface Foot Notes, 24y x \$ 36.24 = \$ 870~~
2. VCT, similar to Mannington std colors; 2,300 ft x 1.81 = \$ 4,163
3. VPI rubber base # 48 grey, 600 ft x 1.35 = \$ 810

Total all work; \$ 5,843

*Handwritten calculations:*  
 $2700 SF \times 1.81 = 4887$   
 $450 FT \times 1.35 = 608$   
 MOB 100  
 -----  
 5595

Thank you, Tyler

----- Original Message -----

**From:** Neal D. Day  
**To:** 'Tyler Adair (tyler@adairflooring.net)'; 'Liz Austad (liza@tds.net)'; 'Todd Slominski'; 'Craig DeGarmo (craig@degarmoplumbing.com)'; 'Larry Hanson (lhanson@freedomfirewi.com)'; 'Tom Bahr (tombahr@jtroofing.com)'; 'Dan Davis (ddavis@naminc.com)'; 'Chuck Meisner (chuck@rewaldelectric.com)'; 'Susan Hughes'; 'phil@tiwells.net'  
**Sent:** Monday, January 24, 2011 1:48 PM  
**Subject:** New Quotation

Please provide your quotation for attached changes by Noon this Friday.

Thanks

Neal Day, LEED AP  
 Project Manager  
 J. P. Cullen & Sons, Inc.  
 tel 608-754-6601  
 fax 608-754-0579  
 cell 608-751-7582  
[neal.day@jpcullen.com](mailto:neal.day@jpcullen.com)

# Bid Proposal

## Liquid Systems

3142 94<sup>th</sup> Place

Pleasant Prairie, WI 53158

P: 262.643.5783

F: 866.673.3509

Building Contractor Registration #1125031

Site : Whitewater Innovation Center – Laboratory Fit Out	Location : Whitewater, Wisconsin
Date : 2.21.2011	Job : New Construction

We propose the following :

In compliance with the advertisement for bids, we hereby propose to furnish the following: all labor, material, and equipment to perform all work necessary for the completion of the listed specification sections **099123 INTERIOR PAINTING** at the Whitewater Innovation Center – Lab Fit Out in Whitewater, Wisconsin, in strict accordance with the specifications and the drawings.

### Painting Inclusions

- All GWB
- All HM Doors & Frames
- All Stenciled Numbers
- All Misc. Metal (Grilles, Brackets, Columns, Piping, Etc.)
- Re-roll Hallway from Corner to Expansion Joint
- Touch up of Mechanical Room

**TOTAL BID : \$3,450.00**

**\* All Sections Will Meet The Specified LEED Requirements \*  
PREVAILING WAGE RATES APPLY**

**If you have any questions regarding this proposal  
please contact Eric at 262.914.1814**

320 S. Military Avenue  
P.O. Box 11387  
Green Bay, WI 54307-1387  
Phone: (920) 494-3461  
Fax: (920) 496-3656  
Website: www.hjmartin.com



### FAX TRANSMITTAL – ADD ORDER PROPOSAL

**To:** Neal Day **From:** Jim Kaczrowski  
**Co:** JP Cullen & Sons Inc. **Phone:** 920-490-3105  
**Fax:** 608-754-9171 **Date:** 1-28-2011  
**Re:** Whitewater Innovation Center **Pages:** 1 (Including cover sheet)

We propose to furnish and install the following extra work (**Added lab Room Work**)

**For the sum of: \$460.00 Tax Included:**

**Misc. Glass**

-3pcs approx 24" x 80" x 1/4" Clear Tempered located in Hollow Metal Frame BL-5

~~-2pcs approx 24" x 66" x 1/4" Clear Tempered located in Wood Doors EG~~

-Misc. glazing materials included

-Labor / Ride Time and Truck expenses are also included

*# 350 total  
Verba*

**Excluded:**

- Final Cleaning

If this is acceptable, please issue a signed change order (or sign and return this form) so we can proceed as soon as possible. This proposal may be accepted within 30 days of its date, and will become a binding contract upon such acceptance by purchaser subject to review by seller. Please contact us for confirmation if time runs beyond 30 days. There are no representations, promises, warranties or agreements, not expressed herein. H.J. Martin & Son, Inc. is not able to proceed with this work without a signed change order.

Please feel free to call if you have any questions and/or concerns.

Accepted \_\_\_\_\_, 20\_\_

H.J. MARTIN & SON, INC.

By \_\_\_\_\_

By \_\_\_\_\_

General Contractor

Project Manager  
Commercial Glass Division

Wisconsin Window Concepts Inc.

Estimate

2001 S. West Ave.  
Waukesha, WI 53189  
(262) 574-1453  
FAX (262) 574-1584

DATE	ESTIMATE...
1/26/2011	993270

NAME / ADDRESS
J.P. Cullen & Sons 330 E. Delavan Dr. PO Box 1957 Janesville, WI 53547-1957

PROJECT

DESCRIPTION	QTY	TOTAL
WHITEWATER INNOVATION CENTER		0.00T
ADD BUILDING STANDARD HUNTERDOUGLAS 1" ALUMINUM BLINDS TO ROOMS 118A, 120, 122, 124 & 126. INSTALLED		1,085.00T
		0.00
Quote as requested.	TOTAL	\$1,085.00

SIGNATURE

*Mike Josephson*  
MIKE JOSEPHSON.

# CHANGE ORDER #11

Date: 2/1/2011

WB Job #10566

TO: J.P. Cullen & Sons, Inc.  
 330 E. Delavan Drive  
 Janesville, WI 53546  
 Attn: Neal Day

RE: Whitewater Innovation Center

QTY	DESCRIPTION	PRICE EACH	TOTAL
	Provide Solid Surface Sills @ Room 118 Build Out		\$ 896.00
		SUB TOTAL	\$ 896.00
		DELIVERY	\$ 200.00
		TAX NOT INCLUDED	\$ 0.00
		<b>TOTAL CO #11</b>	<del>\$1,096.00</del> <b>\$ 1156</b>

*60 TAX*

*Thank you!*

BY: \_\_\_\_\_  
 Robert Preinfalk, Estimator

DATE: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_  
 Neal Day - J.P. Cullen & Sons, Inc.

DATE: \_\_\_\_\_

# PROPOSED CHANGE ORDER

**DeGarmo Plumbing Inc.**  
 2370 N. Parker Drive  
 Janesville, WI 53545

**CCN#** LAB UNDERFLOOR  
**Date:** 2/13/2011  
**Project Name:** Whitewater Innovation  
**Project Number:** 3263  
**Page Number:** 1

Client Address:

**J.P Cullen & Sons**  
 Contact: Neal  
 330 E. Delavan  
 Janesville, WI 53545

**Work Description**

PRICE FOR UNDERFLOOR WASTE AND VENT.  
 ·TIE IN TO EXISTING STUB AND RUN 4" LINE FROM 11 LINE TO 15 LINE.  
 FLOOR DRAIN FOR ER SHOWER IN HALL  
 3 CLEANOUTS AS NEEDED PER CODE.  
 STUBS IN EACH ROOM FOR FUTURE ISLANDS AND LABS  
 WASTE TO FUTURE BREAK ROOM.

**EXCLUDED.**  
 BIM DRAWINGS.  
 PERMITS AND FEES.  
 CONCRETE REMOVAL AND REPLACEMENT.

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.

This price is good for acceptance within 10 days from the date of receipt.

We request a time extension of 3 days.

We will supply and install all materials, labor, and equipment as per your instructions on **CCN #LAB UNDERFLOOR.**

**Itemized Breakdown**

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
2 PVC DWV PIPE	20	0.66 E	13.20	0.04 E	0.80
3 PVC DWV PIPE	20	1.35 E	27.00	0.05 E	1.00
4 PVC DWV PIPE	100	1.85 E	185.00	0.07 E	7.00
4 HxH PVC DWV LR 90 ELBOW	3	7.56 E	22.68	0.51 E	1.53
3 SPxH PVC DWV ST 45 ELBOW	1	3.00 E	3.00	0.28 E	0.28
4 SPxH PVC DWV ST 45 ELBOW	1	5.13 E	5.13	0.42 E	0.42
4 PVC DWV 45 WYE	1	8.36 E	8.36	0.63 E	0.63
4x4x2 PVC DWV RED LR TEE WYE	5	7.38 E	36.90	0.76 E	3.80
4x4x3 PVC DWV RED LR TEE WYE	1	10.14 E	10.14	0.76 E	0.76
3x3x2 PVC DWV RED SAN TEE	1	3.85 E	3.85	0.41 E	0.41
3 HxH PVC DWV P-TRAP LESS C/O	1	10.29 E	10.29	0.47 E	0.47
4" FCO	3	0.00 E	0.00	1.00 E	3.00
3" FINISH AT GRADE FD ROUND 832-36P	1	42.04 E	42.04	1.00 E	1.00
1.5-2IN YELLOW CHERNE TEST CAP	5	0.38 E	1.90	0.02 E	0.10

**ORIGINAL**

# PROPOSED CHANGE ORDER

**DeGarmo Plumbing Inc.**  
 2370 N. Parker Drive  
 Janesville, WI 53545

Client Address:  
**J.P Cullen & Sons**  
 330 E. Delavan  
 Janesville, WI 53545

**CCN#** LAB UNDERRFLOOR  
**Date:** 2/13/2011  
**Project Name:** Whitewater Innovation  
**Project Number:** 3263  
**Page Number:** 2

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
PVC GLUE QT	1	6.29 E	6.29	0.00 E	0.00
PVC PRIMER QT	1	9.41 E	9.41	0.00 E	0.00
DUCT TAPE	1	7.51 E	7.51	0.00 E	0.00
HAND DIG AND COMPACTION.	1	16.50 E	16.50	16.00 E	16.00
<b>Totals</b>			<b>409.20</b>		<b>37.20</b>

## Summary

General Materials		409.20
Material Tax (@ 5.500 %)		22.51
<b>Material Total</b>		<b>431.71</b>
JOURNEYMAN MECHANIC (37.20 Hrs @ \$67.69)		2,518.07
FOREMAN MECHANIC @ 10% (3.72 Hrs @ \$73.68)		274.09
PROJECT MANAGER @ 3.5% (1.30 Hrs @ \$67.69)		88.00
SAFETY @ 3.5% (1.30 Hrs @ \$67.69)		88.00
CLEAN UP @ 5% (1.86 Hrs @ \$67.69)		125.90
AS- BUILTS @ 2% (0.74 Hrs @ \$67.69)		50.09
MATERIAL HANDLING @ 1% (0.37 Hrs @ \$67.69)		25.05
VOM PER HOUR (37.20 Hrs @ \$4.50)		167.40
SMALL TOOLS @ 2% (0.74 Hrs @ \$67.69)		50.09
Markup (@ 10.000 %)		381.84
<b>Subtotal</b>		<b>4,200.24</b>
<b>Final Amount</b>		<b>\$4,200.24</b>

## CONTRACTOR CERTIFICATION

**Name:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
I hereby certify that this quotation is complete and accurate based on the information provided.

## CLIENT ACCEPTANCE

**CCN #: LAB UNDERRFLOOR** \_\_\_\_\_  
**Final Amount: \$4,200.24** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Change Order #:** \_\_\_\_\_  
I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL



Via e-mail: Neal.Day@jpcullen.com

February 14, 2011

J.P. Cullen  
330 East Delavan Drive  
Janesville, WI, 53547-1957

Attention: Neal Day

Re: Whitewater Innovation Center  
Sprinkler quotation new laboratory fit out - Revised  
FFP Job #1705, COR#3

Dear Mr. Day:

Please accept our quote for the fire sprinkler work required for the new laboratory fit out in the first floor unfinished space.

We propose to drop concealed extended coverage sprinkler heads to new suspended ceilings for labs 1, 2, 3 & 4 from existing overhead piping outlets. No final ceiling plans were included but it is assumed the ceiling layout will be similar to existing rooms and the extended coverage sprinklers should provide enough flexibility to accommodate nearly any layout.

Our quote for this work is \$3734.00 and includes all design, material, labor, & equipment to accomplish the work per the attached breakdown.

Since the rework is less than 20 sprinklers a hydrostatic test beyond normal system working pressure is not required and time for such is not included. We also anticipate that all of this work will be able to be accomplished at one time.

Please contact me if you have any questions concerning this.

Sincerely;

Larry Hanson  
Senior Project Manager  
Freedom Fire Protection  
262-649-7109

# Freedom Fire Protection

## Material and Labor Cost Breakdown

### Whitewater Innovation

New Labs

Whitewater, WI

Work Description

Drop heads into 4 new Labs

Proj # 1705

1705-003

Date: 2-14-11 Rev

Sales LAH

### Material

QTY	Description	Cost	Total
18	Ext Cov Concealed 3/4"x11K	\$32.64	\$587.52
18	Service Arm Over 2'	\$30.98	\$557.64

Total Material w/Sales Tax A \$1,209.29

### Design Labor

		Rate	Total
4	Drafting	\$67.25	\$269.00

Design Labor Hrs 4.0 \$269.00

### Field Labor

		Rate	Total
20	Labor	\$87.71	\$1,754.20

Field Labor Hrs 20.0 \$1,754.20

Subtotal \$3,232.49

Overhead 10.0% \$323.25

Subtotal \$3,555.74

Profit 5.0% \$177.79

Price \$3,734

Neal D. Day

**From:** Daniel Davis [ddavis@naminc.com]  
**Sent:** Friday, February 11, 2011 5:17 PM  
**To:** Neal D. Day  
**Cc:** Kurt Wellenstein  
**Subject:** RE: Lab buildout  
**Attachments:** PMCopier@naminc.com\_20110211\_182157.pdf

Hi Neal,

*\$ 10,100*

The cost to build out the space as it was shown on the original plan was in our bid on bid day. I believe it was around ~~\$10,200~~. There would be a cost premium on that since we would have to re-mob for this of \$2000. For a total of ~~\$13,200~~.

*\$ 13,100*

The cost of the lab as draw at this time is \$145,392. A breakout is attached. Once we have final drawings and a specifications for this work we would like to be able to give a revised final number.

Included are the following:

Build out lab 1  
 Build out lab 3  
 Rough in piping for refrigerant systems labs 2 and 4

**Exclusions/Clarifications:**

- \*Roofing by Others
- \*Opening of walls for refrigerant piping by Others
- \*Cutting of concrete for duct penetrations by Others
- \*Starters and Disconnects by Others
- \*Fume Hoods by Others

**Equipment Included:**

- (1) VAV
- (2) Phoenix VAV's
- (4) Phoenix EAV's
- Phoenix Controls
- (2) Mitsubishi Mr. Slims
- (10) GRD's
- (1) Strobic Fan

Please let me know if you have any questions.

Thanks,  
 Dan

---

**From:** Neal D. Day [mailto:Neal.Day@JPCullen.com]  
**Sent:** Friday, February 11, 2011 9:36 AM  
**To:** Daniel Davis  
**Subject:** Lab buildout

Dan

2/22/2011



General Contractor JP Cullen

Project: Whitewater Innovation Center

Project Location: Whitewater, WI

Project # 709052-01

Contractor: Rewald Electric

CB

Authorized by: Neal Day

Project Manager: Chuck Meisner

Sheet 1 of 2

Date: 2/17/2011

Description of Change: Provide Lighting & Receptacles for 4 Labs

Cost of Changed Work

Labor:

	Hours	Rate	Amount
Journeyman	199	\$ 69.16	\$ 13,762.84
Foreman	25	\$ 76.08	\$ 1,901.90
General Foreman	0	\$ 79.53	\$ -
85% App		\$ 58.79	\$ -
65% App		\$ 44.95	\$ -
55% App		\$ 38.04	\$ -
Labor:			\$ 15,664.74

Total Labor

\$ 15,664.74

Materials & Equipment

Lift Rental	\$ -	
Stock	\$ 11,522.16	
Sales Tax	\$ 633.72	\$ 12,155.88

Subtotal

\$ 12,155.88

10% Markup

\$ 1,215.59

Subtotal

\$ 13,371.47

Subcontractors:

\$ -

Subtotal:

\$ -

Overhead Costs 8%

\$ -

Total for Subcontractors:

\$ -

Summary:

Labor	\$ 15,664.74
Material	\$ 13,371.47
Work by Subcontractors	\$ -
Subtotal:	\$ 29,036.21
1% Performance Bond	\$ 290.36

Total Change Order

\$ 29,327

## Materials and Labor Units

General Contractor JP Cullen    Attn: Neal Day  
 Project Name: Whitewater Innovation Center  
 Project Location: Whitewater, WI  
 Project Number: 709052-01  
 Contractor: Rewald Electric Company  
Provide Lighting & Receptacles for 4 Labs

CB #  
 Sheet 2 of 2

Date: February 17, 2011

*233.54 CML [Signature]*

Qty	Item	Unit Cost	Cost	Unit Labor	Labor Hours
18	Type F1A	\$ 331.52	\$ 5,967.36	1.25	22.5
110	F32T8 Lamps	\$ 3.70	\$ 407.00	0	0
18	Fixture Openings	\$ 3.00	\$ 54.00	0.35	6.3
18	Fixture Whips	\$ 8.50	\$ 153.00	0.15	2.7
4	Quad Swtiches	\$ 14.00	\$ 56.00	1	4
10	Ceiling Occ Sensors	\$ 109.00	\$ 1,090.00	0.5	5
10	Power Packs	\$ 24.00	\$ 240.00	0.3	3
125	Occ Sensor Cable	\$ 0.23	\$ 28.75	0.016	2
36	Cable Hangers	\$ 1.00	\$ 36.00	0.25	9
36	Tie Wire Supports	\$ 2.00	\$ 72.00	0.25	9
10	Occ Sensor Openings	\$ 3.00	\$ 30.00	0.35	3.5
4	4G Openings	\$ 9.00	\$ 36.00	0.6	2.4
1	Panel Terminations	\$ -	\$ -	4	4
12	Double Duplex Receptacles	\$ 6.00	\$ 72.00	0.5	6
16	Duplex Receptacles	\$ 3.00	\$ 48.00	0.25	4
4	GFI Receptacles	\$ 11.00	\$ 44.00	0.35	1.4
32	Receptacle Openings	\$ 3.00	\$ 96.00	0.35	11.2
16	Date Drops	\$ 13.00	\$ 208.00	0.7	11.2
5	Fire Alarm Strobes	\$ -	\$ -	0.7	3.5
6	Fire Alarm Openings	\$ 4.00	\$ 24.00	0.35	2.1
1	End of Line Register	\$ -	\$ -	1	1
225	12/2 Fire Alarm Cable	\$ 0.430	\$ 96.75	0.016	3.6
50	J-Hooks	\$ 1.75	\$ 87.50	0.1	5
50	3/4 EMT	\$ 0.60	\$ 30.00	0.055	2.75
1	Fire Alarm Test Program	\$ -	\$ -	4	4
1	NAC Power Supply	\$ 1,325.00	\$ 1,325.00	2	2
700	12/2 MC Cable	\$ 0.60	\$ 420.00	0.04	28
360	1/2 EMT	\$ 0.38	\$ 136.80	0.05	18
300	3/4 EMT	\$ 0.60	\$ 180.00	0.055	16.5
3500	#12 THHN	\$ 0.16	\$ 560.00	0.008	28
8	4" SQ J Boxes	\$ 3.00	\$ 24.00	0.35	2.8
		\$ -	\$ -		0
	Total Costs This Sheet		\$ 11,522.16		<u>224</u>

Journeyman Hours	199
Foreman Hours	25
General Foreman Hours	

Neal D. Day

---

**From:** Chuck Meisner [chuck@rewaldelectric.com]  
**Sent:** Tuesday, February 22, 2011 7:19 AM  
**To:** Neal D. Day  
**Subject:** WIC Lab Build Out  
**Attachments:** Lab estimate vs info bid.PDF; Informational Bid 2.PDF

Neal,

As discussed the informational bid was rushed at bid time and missing materials/Labor ( I didn't bid originally ). No conduit or wire or fixture whips were included for the lighting circuit work. No MC cable was figured for the required vertical drops to the receptacles. The Data/fire alarm number was a quick guess, fire alarm manufacture suggests a new fire alarm booster panel. Copper is up 50%, conduit is up 20%, and the fixtures are up 50% based on the size of the order compared to the original fixture order. We also used a comp labor rate of \$49 compared to are current journeyman rate of \$69. I did add some GFI receptacles for the sinks and a couple of xtra occupancy sensors and power packs. I believe my current material list is an accurate estimate of what will be needed. See the attached documents, and call with any questions

Thankyou

Chuck Meisner  
Rewald Electric

## Materials and Labor Units

General Contractor: JP Cullen Attn: Neal Day  
 Project Name: Whitewater Innovation Center  
 Project Location: Whitewater, WI CB #  
 Project Number: 709052-01 Sheet 2 of 2  
 Contractor: Rewald Electric Company  
 Provide Lighting & Receptacles for 4 Labs

Date: February 17, 2011

INFO QTY'S

SENSIA  
PPP

ADD  
+

46  
1882

Qty	Item	Unit Cost	Cost	Unit Labor	Labor Hours
✓ 18	Type F1A	\$ 331.52	\$ 5,967.36	1.25	22.5
<del>11</del> 110	F32T8 Lamps	\$ 3.70	\$ 407.00	0	0
18	Fixture Openings	\$ 3.00	\$ 54.00	0.35	6.3
<del>18</del> 18	Fixture Whips	\$ 8.50	\$ 153.00	0.15	2.7
4	Quad Swtiches	\$ 14.00	\$ 56.00	1	4
8	Ceiling Occ Sensors	\$ 109.00	\$ 1,090.00	0.5	5
8	Power Packs	\$ 24.00	\$ 240.00	0.3	3
150	125 Occ Sensor Cable	\$ 0.23	\$ 28.75	0.016	2
36	Cable Hangers	\$ 1.00	\$ 36.00	0.25	9
0	36 Tie Wire Supports	\$ 2.00	\$ 72.00	0.25	9
0	10 Occ Sensor Openings	\$ 3.00	\$ 30.00	0.35	3.5
4	4 4G Openings	\$ 9.00	\$ 36.00	0.6	2.4
0	1 Panel Terminations	\$ -	\$ -	4	4
12	12 Double Duplex Receptacles	\$ 6.00	\$ 72.00	0.5	6
16	16 Duplex Receptacles	\$ 3.00	\$ 48.00	0.25	4
0	4 GFI Receptacles	\$ 11.00	\$ 44.00	0.35	1.4
28	32 Receptacle Openings	\$ 3.00	\$ 96.00	0.35	11.2
0	16 Date Drops	\$ 13.00	\$ 208.00	0.7	11.2
0	5 Fire Alarm Strobes	\$ -	\$ -	0.7	3.5
0	6 Fire Alarm Openings	\$ 4.00	\$ 24.00	0.35	2.1
0	1 End of Line Register	\$ -	\$ -	1	1
225	12/2 Fire Alarm Cable	\$ 0.430	\$ 96.75	0.016	3.6
0	50 J-Hooks	\$ 1.75	\$ 87.50	0.1	5
0	50 3/4 EMT	\$ 0.60	\$ 30.00	0.055	2.75
0	1 Fire Alarm Test Program	\$ -	\$ -	4	4
0	1 NAC Power Supply	\$ 1,325.00	\$ 1,325.00	2	2
0	700 12/2 MC Cable	\$ 0.60	\$ 420.00	0.04	28
0	360 1/2 EMT	\$ 0.38	\$ 136.80	0.05	18
46	300 3/4 EMT	\$ 0.60	\$ 180.00	0.055	16.5
1882	3500 #12 THHN	\$ 0.16	\$ 560.00	0.008	28
0	8 4" SQ J Boxes	\$ 3.00	\$ 24.00	0.35	2.8
Total Costs This Sheet			\$ 11,522.16		224
Journeyman Hours					199
Foreman Hours					25
General Foreman Hours					

REFERENCE ONLY

ESTIMATE SHEET

414  
2

White water Incubation System

PAGE 2 OF 2

AH Field - Crossroads #118

ESTIMATED BY \_\_\_\_\_ CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_

DESCRIPTION	MATERIAL				LABOR		
	QUANTITY	UNIT PRICE	PER	AMOUNT	UNIT	PER	AMOUNT
KIA 8' Inverted Suspended	18	21638	E	387684	150	Z	27-
FO32/25/225/XP/44/EE/E03	72	284	E	20592			
FT Sensors coil	4	9853	E	39412	40	Z	160
DT w/DC Sensors coil	4	9853	E	39412	50	Z	2-
Delay Fackz	4	1926	E	7704	25	Z	1-
18-3 Sensor wire	150	175	M	2625	8	M	120
Good S.F. switches	4	10	Z	40	1	Z	4-
4 gang SW opening	4	6	Z	24	40	Z	160
Exhaust openings	18	3	Z	54	30	Z	540
Table Support Hangers	36	3	Z	108	10	Z	360
Fire Alarm/telepata	1			250			8-
				545629			5540
				50440			4039
				595469			9579
				55			49-
				628220	✓		469371
				469371			
				1097591			
				10%			109760
				1207351	✓		

REFERENCE ONLY DAY BID ACT

TOTAL

ESTIMATE SHEET

AH 2

WHITE WATER INNOVATION

NOT BARE BID

PAGE 1 OF 2

Rm 220  
222  
224  
226

INFO ACT #2

QUOTED BY

CHECKED BY

DATE

DESCRIPTION	MATERIAL			LABOR			
	QUANTITY	UNIT PRICE	PER	AMOUNT	UNIT	PER	AMOUNT
Ø 15A /125V	16	250	E	40-	20	E	320
Ø 15A /125V	12	5-	E	60-	40	E	480
3/4" EMT	465	50-	C	23250	450	C	2093
#12 WIRE	1885	110-	M	20735	6-	M	1131
1 GANG OPENING	16	250	E	40-	30	E	480
2 GANG OPENING	12	250	E	30-	30	E	360
Ø 15A /125V	- 2	20	E	5-	20	E	40
3/4" EMT	- 115	50-	C	5750	450	C	518
#12 WIRE	- 345	110-	M	3795	6-	M	207
1 GANG OPENING	- 2	250	E	5-	30	E	60
TOTAL				50140			74031

REFERENCE ONLY  
BID DAY ACT

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of February 3, 2011, between the Whitewater Community Development Authority (OWNER) and Ayres Associates Inc, 1802 Pankratz Street, Madison, Wisconsin (CONSULTANT).

OWNER intends to retain CONSULTANT for professional services to prepare and submit a Construction Documentation Report and Closure Request Package as described in Attachment A (hereinafter called the Project).

OWNER and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below.

The following Attachments are attached to and made a part of this Agreement.

- Attachment A - Scope of Services, consisting of 4 pages.
- Attachment B - Period of Services, consisting of 1 page.
- Attachment C - Compensation and Payments, consisting of 2 pages.
- Attachment D - Terms and Conditions, consisting of 3 pages.

This Agreement (consisting of 1 page), together with the Attachments identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

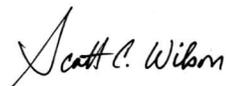
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

Whitewater Community  
Development Authority  
OWNER

Ayres Associates Inc

CONSULTANT

(Signature)



(Typed Name)

Scott C. Wilson

(Title)

VP – Environmental Services

(Date)

February 3, 2011

# ATTACHMENT A - SCOPE OF SERVICES

This is an attachment to the Agreement dated February 3, 2011, between the Whitewater Community Development Authority (OWNER) and Ayres Associates Inc (CONSULTANT).

## ARTICLE 1 - BASIC SERVICES

### 1.1 General

1.1.1 CONSULTANT shall provide professional services for OWNER on the Project to which this Agreement applies as provided below.

#### **Task 1 – Preparation of NR 724 Construction Documentation Report**

---

A construction documentation or as-built Remedial Implementation Report is required by NR 724 to be submitted after remedial action is completed. The report will document that the completed final remedial action meets or exceeds the design criteria and the plans and specifications developed in accordance with the requirements of NR 724. The report will include the following information:

- The regulatory status of the facility.
- As-built record drawings of maps, plan sheets, drawings, and cross sections will be prepared.
- A synopsis of the remedial or interim action and a certification that the design and construction was carried out in accordance with the plans and specifications.
- An explanation of any minor changes to the plans and why these were necessary for the project.
- A brief description of the public health and environmental laws applicable to the contamination and the interim or remedial action selected, including the physical location where the environmental laws shall be complied with for all media of concern.
- The information required for documenting the construction at the site or facility of any final covers.

Ayres Associates assumes that the City of Whitewater will provide the information necessary for us to complete the NR 724 Construction Documentation Report. This information includes, but is not limited to documentation acquired or prepared prior to and during cap construction, design plans and specifications, grading plans, pre and post construction topographic survey data, fill thickness maps, field notes and pictures, etc.

#### **Task 2 – Preparation of required Closure plans, documentation, forms and reports**

---

Case closure means a determination by the Wisconsin Department of Natural Resources (WDNR) that no further action is necessary at the site; site closure requires compliance with the requirement of Wisconsin Administrative Code NR 700 series rules. Closure documentation requires a comprehensive review and compilation of past site activities from investigation through remediation and monitoring. These rules require a cap maintenance plan that will insure the maintenance of the remedy (excavation and capping with clean soil), documentation of completion of the remedial action, and preparation of a closure report and GIS registry forms.

Ayres Associates will prepare these required documents and will request DNR review and approval. Specific steps to complete this task include:

1. Prepare project summary including results of all investigation activities, remedial actions taken, a discussion of residual soil and groundwater contamination, and a discussion of how potential or actual impacts to receptors have been addressed.
2. Summarize soil investigation information including soil data summary tables, field and laboratory analytical results, and maps of all pre-remediation soil sample locations and groundwater impacts.
3. Prepare summary of site remediation including description of remediation, maps of soil remediation area and post-remediation sample locations, post remedial cross sections, location and extent of residual soil contamination, and soil disposal documentation.
4. Groundwater sample locations maps and isoconcentration maps, tables summarizing all post-remediation groundwater analytical results, and groundwater elevation data and flow maps.
5. Construction documentation related to remediation activities and description of any soil performance cover systems.
6. Preparation of a long-term cap maintenance plan. This proposal assumes implementation of the cap maintenance plan will be the responsibility of the site owner.
7. A complete and accurate closure package, including materials for the GIS Registry, is required by DNR for site closure under NR 726. Ayres Associates will prepare these materials for the site and will submit them, in hard copy and electronically, to request site closure per DNR requirements.
8. Per NR 749, review fees are required for DNR approval of the above documents. Review fees costs, shown below, are not included in the cost of this proposal:
  - a. Closure review Fee - \$750
  - b. GIS Soil Registry - \$200
  - c. GIS Groundwater Registry - \$250

### **Task 3 – Project Management, Coordination, Administration and Meetings**

The major objectives of project management are to maintain control of the project budget and schedule, provide technical oversight, and optimize client-agency communication. The project manager will coordinate the efforts of project personnel for Ayres Associates.

#### ARTICLE 2 - ADDITIONAL SERVICES

##### **2.1 Services Requiring Authorization in Advance**

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services as provided below. These services are not included as part of Basic Services and will be paid for by OWNER as indicated in Attachment C.

2.1.1 Preparation of applications, assessments, statements, and supporting documents (in addition to those furnished under Basic Services).

2.1.2 Services to investigate existing conditions or facilities, or to verify the accuracy of information furnished by OWNER.

2.1.3 Services resulting from significant changes in the general scope, extent or character of the Project.

2.1.4 Furnishing services of independent professional associates and subconsultants for other than Basic Services.

2.1.5 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.6 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraph 1.2.3).

2.1.7 Additional services in connection with the Project, including services which are to be furnished by OWNER as listed below, and services not otherwise provided for in this Agreement.

### **ARTICLE 3 - OWNER'S RESPONSIBILITIES**

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

3.1 Designate in writing a person to act as OWNER's representative.

3.2 Provide all criteria and full information as to OWNER's requirements.

3.3 Place at CONSULTANT's disposal all available pertinent information.

3.4 Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following, all of which CONSULTANT may use and rely upon in performing services under this Agreement:

3.4.1 Data prepared by or services of others, including appropriate professional interpretations.

3.4.2 Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies.

3.4.3 Property, boundary, easement, right-of-way, topographic and utility surveys.

3.4.4 Property descriptions.

3.4.5 Zoning, deed and other land use restrictions and covenants.

3.4.6 Other special data or consultations not covered under Basic Services and Additional Services.

3.5 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

3.6 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.8 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, and such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project.

3.09 Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in paragraph 2.1 or other services as required.

3.10 Bear all costs incident to compliance with the requirements of Article 3.

## **ATTACHMENT B - PERIOD OF SERVICES**

This is an attachment to the Agreement dated February 3, 2011, between the Whitewater Community Development Authority (OWNER) and Ayres Associates Inc (CONSULTANT).

### **ARTICLE 4 - PERIOD OF SERVICES**

4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided below and if such dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment.

4.2 The services called for in the Study and Report Phase will be completed and the Report submitted within 90 days after OWNER and CONSULTANT have signed this Agreement. Well abandonment will be completed if closure is approved by the Wisconsin Department of Natural Resources and is not part of this proposal.

4.3 CONSULTANT's services under this Agreement shall each be considered complete at the earlier of (1) the date when the submissions have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER.

4.4 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT's services shall be adjusted equitably.

# ATTACHMENT C - COMPENSATION AND PAYMENTS

This is an attachment to the Agreement dated February 3, 2011, between the Whitewater Community Development Authority (OWNER) and Ayres Associates Inc (CONSULTANT).

## ARTICLE 5 - COMPENSATION AND PAYMENTS

### 5.1 Compensation for Services and Expenses

5.1.1 Basic Services. OWNER shall pay CONSULTANT for Basic Services set forth in Attachment A as follows:

5.1.1.1 An amount equal to CONSULTANT's Direct Labor Costs times a factor of 3.1 for services of CONSULTANT's employees engaged directly on the Project, plus Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any. An estimated project cost in the amount of \$8,200 is based on the assumed distribution of compensation shown in Table 1. CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated Project amount unless approved in writing by OWNER.

Table 1 - Estimated Project Costs:

Task 1 - Preparation of NR 724 Construction Documentation Report	\$3,000
Task 2 - Preparation of plans, maps, and documentation and closure request package	\$4,500
Task 3 - Project management, coordination, and administration	\$700
Total Estimated Fees:	<b>\$8,200</b>

Note: DNR review fees of \$1,200 not included in estimate.

5.1.2 Additional Services. OWNER shall pay CONSULTANT for Additional Services, if any, as follows:

5.1.2.1 For services of CONSULTANT's employees engaged directly on the Project pursuant to Attachment A, paragraph 2.1 (except for services as a consultant or witness under Attachment A, paragraph 2.1.6), an amount equal to CONSULTANT's Direct Labor Costs times a factor of 3.1, plus related Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any.

5.1.2.2 CONSULTANT's Reimbursable Expenses Schedule is attached to this Attachment C as Appendix 1.

5.1.3 Other Provisions Concerning Compensation

5.1.3.1 Charges of CONSULTANT's Independent Professional Associates and Subconsultants. Whenever CONSULTANT is entitled to compensation for the charges of CONSULTANT's independent professional associates and subconsultants, those charges shall be the amounts billed to CONSULTANT times a factor of 1.10.

5.1.3.2 Annual Adjustments. The Direct Labor Costs will be adjusted annually (as of January) and the factor applied to Direct Labor Costs and the Reimbursable Expenses Schedule will be adjusted annually (as of May) to reflect equitable changes in the compensation payable to CONSULTANT.

5.1.3.3 Records. Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify CONSULTANT's charges and upon OWNER's timely request, CONSULTANT shall make copies of such records available to OWNER at cost.

## **5.2 Payments**

5.2.1 Times of Payments. CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT's invoices.

5.2.2 Failure to Pay. If OWNER fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT's invoices, the amounts due CONSULTANT will be increased at the rate of 1-1/2% per month (18% A.P.R.), or the maximum rate of interest permitted by law, if less, from said thirtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses.

5.2.3 Payments Upon Termination. In the event of termination by OWNER, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all services performed or furnished and all Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants incurred through the effective date of termination.

5.2.4 Payments for Taxes Assessed on Services. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the compensation as determined above.

5.2.5 Deductions or Offsets. No deductions or offsets shall be made from CONSULTANT's compensation or expenses on account of any setoffs or back charges.

## **5.3 Definitions**

5.3.1 Direct Labor Costs. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.

5.3.2 Reimbursable Expenses. Reimbursable Expenses mean the actual expenses incurred by CONSULTANT, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; toll telephone calls and mobile phone charges; facsimile transmissions; expenses incurred for computer time, survey and testing instruments, and other highly specialized equipment; and reproduction of reports, documents, and similar Project-related items.

## **ATTACHMENT D - TERMS AND CONDITIONS**

This is an attachment to the Agreement dated February 3, 2011, between the Whitewater Community Development Authority (OWNER) and Ayres Associates Inc (CONSULTANT).

### **ARTICLE 6 - OPINIONS OF COST**

#### **6.1 Opinions of Probable Cost**

CONSULTANT's opinions of probable Project costs are made on the basis of CONSULTANT's experience, qualifications and judgment; but CONSULTANT cannot and does not guarantee that actual Project costs will not vary from opinions of probable cost.

### **ARTICLE 7 - GENERAL CONSIDERATIONS**

#### **7.1 Standard of Performance**

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT does not make any warranty or guarantee, expressed or implied, nor is this Agreement or contract subject to the provisions of any uniform commercial code. Similarly, CONSULTANT will not accept those terms and conditions offered by OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

#### **7.2 Reuse of Documents**

All documents prepared by CONSULTANT (and independent professional associates and subconsultants) pursuant to this Agreement are instruments of service and CONSULTANT shall retain an ownership and property interest therein. OWNER may make and retain copies for information and reference in connection with use by OWNER.

#### **7.3 Electronic Files**

OWNER and CONSULTANT agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this Agreement is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by CONSULTANT and electronic files, the hard-copy documents shall govern.

## **7.4 Insurance**

CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. CONSULTANT shall furnish a Certificate of Insurance to OWNER upon request.

## **7.5 Termination**

The obligation to provide further services under this Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

## **7.6 Controlling Law**

This Agreement is to be governed by the law of the place of business of CONSULTANT at the address hereinbefore stated.

## **7.7 Assignment of Rights**

7.7.1 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

7.7.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

## **7.8 Dispute Resolution**

7.8.1 Negotiation. OWNER and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the dispute resolution provision below or other provisions of this Agreement, or under law.

7.8.2 Mediation. If direct negotiations fail, OWNER and CONSULTANT agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this Agreement prior to exercising other rights under law.

## **7.9 Exclusion of Special, Indirect, Consequential, and Liquidated Damages**

CONSULTANT shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this Agreement.

# **Downtown Waterford Main Street Initiative**

# Downtown Waterford's Strengths



- **Geography:** Good location within commuting distance to Milwaukee, Racine and Waukesha.
- **Great bones!** The downtown isn't dying.
- **Natural resources:** The Fox River, Tichigan
- **Businesses that care:** There are changes being made.
- **Strong leadership:** Public and private partnerships

**Waterford, WI**  
**Main Street**

***Objective: Illuminate and show solutions to many design issues***



## Waterford, WI Main Street

**Objective:** Sidewalks enlarged and traffic lanes narrowed, focus on the pedestrian, “Carriageway” resurfacing.

**\*\*Curb cuts in main street settings should be avoided.**



Setbacks need to be consistent for the pedestrian.

# Eliminate curb cuts

- Add streetscape character and emphasize pedestrian movement
- Prevent continuous curb cuts that are unsightly, create pedestrian/vehicular conflicts, eliminate on-street parking spaces, and reduce retail continuity in commercial districts

## Waterford, WI Main Street

**Objective:** Appropriate pedestrian scale lighting



Improves accessibility by illuminating sidewalks, crosswalks, signage and curbs. It's aesthetically appealing. Pedestrians prefer frequent lampposts and lower heights. Lampposts are staggered at opposite sides of the street, placed at crosswalks and corners. They provide vertical buffers between the sidewalks and the street and help define pedestrian areas.

# Waterford, WI Main Street

Objective: Fill in gaps in the “street wall.”



# Waterford, WI Main Street

**Objective:** To create transparency and hospitality of ground floor shop fronts



# Waterford, WI Main Street

**Objective:** Illustrate the transformative power of street trees



# How can Waterford reach its full potential?

- Develop a Main Street Initiative
- Main Street Committee and/or a Downtown Development Authority appointed by the City Council to support the initiative
- You must have public/private partnerships that promote volunteerism and community-based investment.
- Zoning regulations that steer development toward Main Street, including housing. It's an alternative to sprawl; generates more customers for downtown merchants.

# Main Street Initiative Resources

**The National Trust Main Street Center:** Source for info, tech assistance, research, and advocacy related to commercial district revitalization and preservation based on the center's trademark Main Street Four-Point Approach of design, organization, economic restructuring, and promotion.

[www.mainstreet.org](http://www.mainstreet.org)

**National Trust for Historic Preservation:** [www.preservationnation.org](http://www.preservationnation.org)

**National Association of REALTORS®:** [www.realtor.org](http://www.realtor.org)

# Overcoming costs

- Apply for federal grants
- Tax credits
- Downtown TIF district
- Community-funded facade improvements
- Downtown Development Authority appointed by the City Council:  
Assess property owners to provide management and maintenance services. It could also collect an assessment to provide free customer and employee parking.

# Overall benefits of downtown revitalization

- Walkable
- Historic preservation
- Safer streets
- Sustainability
- Greater sense of community
- More appreciated and valued
- Appreciation of real estate
- Greener
- More pedestrians/customers coming downtown











## Chapter 2.48 INDUSTRIAL DEVELOPMENT COMMISSION\*

\*For the statutory provisions authorizing a city, under the city manager form of government, to alter, reorganize or abolish commissions, see WSA § 64.10; for the provisions regarding promotion of industry and to borrow money for the reservation and development of industrial sites, see WSA § 66.52.

### Sections:

[2.48.010 Purpose.](#)

[2.48.020 Short title.](#)

[2.48.030 Definitions.](#)

[2.48.040 Establishment.](#)

[2.48.050 Composition.](#)

[2.48.060 Appointment and compensation of members.](#)

[2.48.070 Vacancies.](#)

[2.48.080 Removal of members.](#)

[2.48.090 Election of officers.](#)

[2.48.100 Duties of officers.](#)

[2.48.110 Commission staff.](#)

[2.48.120 Rules and procedures.](#)

[2.48.130 Meetings.](#)

[2.48.140 Powers and duties.](#)

[2.48.150 Advisory capacity.](#)

[2.48.160 City officials to cooperate.](#)

[2.48.170 Power to incur liability limited.](#)

[2.48.180 Annual report.](#)

### 2.48.010 Purpose.

It is found and declared that industries located in the city have been induced to move their operations in whole or in part to, or to expand their operations in other states or municipalities all to the detriment of the city's revenue raising through the loss or reduction of real estate and other local taxes, and thereby causing a decrease in employment opportunities and an increase in unemployment; that such conditions now exist in the city and may well continue to exist in the future; that economic insecurity due to unemployment is a serious menace to the general welfare of the people of the city; that unemployment results in obligations to grant public assistance and in the payment of unemployment compensation; that the absence of new economic opportunities has caused workers and their families to migrate elsewhere to find work and establish homes, which has resulted in a reduction of the tax base of the city impairing its financial ability to support education and other local governmental services; that security against unemployment and the preservation and enhancement of the tax base can best be provided by the promotion, attraction, stimulation, rehabilitation and revitalization of commerce, industry and manufacturing; that there is a need to stimulate a larger flow of private investment funds from banks, investment houses, insurance companies, and other financial institutions.

It is therefore declared to be the policy of the city to promote the right of gainful employment, business opportunities and the general welfare of the inhabitants thereof and to preserve and enhance the tax base by the creation of an industrial development commission for the purpose of fulfilling the aims of this section and such purposes are hereby declared to be public purposes.

(Ord. 698 § 1, 1971).

### 2.48.020 Short title.

This chapter shall be known and may be cited as the "City of Whitewater Industrial Development Commission Ordinance."

(Ord. 698 § 2, 1971).

#### 2.48.030 Definitions.

For the purposes of this chapter, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- (1) "Chairman" is the chairman of the industrial development commission as provided for hereunder.
  - (2) "City" is the City of Whitewater, Walworth and Jefferson Counties, Wisconsin.
  - (3) "Commission" is the industrial development commission of the city as created by this chapter.
  - (4) "Council" is the city council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin.
  - (5) "Secretary" is the secretary of the industrial development commission as provided for hereunder.
- (Ord. 698 § 3, 1971).

#### 2.48.040 Establishment.

An industrial development commission is hereby established in and for the city.  
(Ord. 698 § 4, 1971).

#### 2.48.050 Composition.

The commission shall be made up of the city manager and four additional members appointed by him and approved by the council.  
(Ord. 698 § 5, 1971).

#### 2.48.060 Appointment and compensation of members.

The city manager shall, immediately after May 18, 1971, nominate to the council the names of four individuals to serve on the commission. One of the nominees shall be nominated for a term of one year, one shall be nominated for a term of two years, and the remaining two shall be nominated for a term of three years. Thereafter, the city manager shall nominate to the council a successive commission member to fill the term of the commission member or members whose commission expires in any year for a period of three years. In no event shall any member of the commission serve as a commissioner for more than two successive terms.  
(Ord. 698 § 6, 1971).

#### 2.48.070 Vacancies.

Vacancies occurring in the commission shall be filled for the unexpired term by nomination by the city manager subject to the approval of the council.  
(Ord. 698 § 7, 1971).

#### 2.48.080 Removal of members.

The council, by a majority vote, shall have the authority to remove any member of the commission from office for just cause when the best interests of the city shall be served thereby. It shall be considered just cause for the removal of a commission member his failure to attend two consecutive regular or special meetings with unexcused absences. Members may be excused from attendance of any meeting only by the city manager. In order that the above definition of just cause for removal shall not be exclusive, a commission member may be removed for malfeasance, misfeasance, or nonfeasance in office at the discretion of the city manager.  
(Ord. 698 § 8, 1971).

#### 2.48.090 Election of officers.

Within ten days after their appointment, the members of the commission shall meet in regular session and organize by electing from their members a chairman and secretary to serve until the first council meeting of the following May or until a successor has been appointed.  
(Ord. 698 § 9, 1971).

#### 2.48.100 Duties of officers.

(a) CHAIRMAN. It shall be the duty of the chairman to preside over all meetings of the commission. In his absence, a vice chairman may be elected to preside.

(b) SECRETARY. It shall be the duty of the secretary to keep a record of all proceedings of the commission, transmit its recommendations to the council, and perform such other duties as are usually performed by the secretary of a deliberative body.

(Ord. 698 § 10, 1971).

#### 2.48.110 Commission staff.

The commission shall have the authority to employ such professional and other personnel as it shall deem necessary within the means provided by appropriations made therefor by the council. All employees of the commission shall be under the direction of the administrative head of the city, the city manager. The compensation of such employees shall be fixed by the council.

(Ord. 698 § 11, 1971).

#### 2.48.120 Rules and procedures.

The commission shall adopt a set of rules to govern its own meetings and procedures. The rules may be amended from time to time, but only upon notice to all members that the proposed amendments shall be acted upon at a specified meeting. A majority vote of the commission shall be required for the approval of the proposed amendment.

(Ord. 698 § 12, 1971).

#### 2.48.130 Meetings.

(a) The commission shall meet regularly at least once each month at a time to be selected by the commission as a body.

(b) Written notice of special meetings shall be given to all members at least three days prior to the meeting; provided, however, that the written notice may be waived by the members of the commission in the minutes of the meeting by a majority of a quorum of the commission.

(Ord. 698 § 13, 1971).

#### 2.48.140 Powers and duties.

The industrial development commission shall have the following powers and duties:

- (1) To confer with and advise the council and planning commission on all matters concerning the industrial development of the city;
- (2) To advertise the industrial advantages and opportunities of the city within the means provided by any appropriations made therefor by the council;
- (3) To collect data and information as to the type of industries best suited to the city;
- (4) To develop, compile and coordinate information regarding available areas suitable for industrial development;
- (5) To encourage the proper zoning and orderly development of areas suitable for industrial development and to promote the interest of industrialization of such areas of the city;
- (6) To aid the council and planning commission in the attraction of new industries and in the encouragement of expansion by existing industries and businesses;
- (7) To cooperate with all community groups which are dedicated to orderly industrial and economic expansion of the city, and to furnish them such aid and advice as is deemed appropriate;
- (8) To cooperate with all industries and businesses in the city in the solution of any community problems which they might have, and to encourage the management of such concerns to have a healthy and constructive interest in the city's welfare;
- (9) To periodically survey the overall condition of the city from the standpoint of determining whether the city has a community climate and furnishes such services and facilities as are conducive to industrial and economic expansion;
- (10) To recommend to the council the leasing, sale or use of city-owned properties for industrial purposes.

(Ord. 698 § 14, 1971).

#### 2.48.150 Advisory capacity.

Except as may otherwise be provided by ordinance, the powers and duties of the industrial development commission are of an advisory nature only, and the commission shall not have any powers or duties which conflict with or supersede the powers and duties of other city commissions or boards.  
(Ord. 698 § 15, 1971).

2.48.160 City officials to cooperate.

All officers and division heads of the city shall cooperate with the commission and render all reasonable assistance.  
(Ord. 698 § 16, 1971).

2.48.170 Power to incur liability limited.

Neither the commission nor any member thereof shall incur any financial liability in the name of the city.  
(Ord. 698 § 17, 1971).

2.48.180 Annual report.

The commission shall render annually a full report of its work to the council.  
(Ord. 698 § 18, 1971).