

**COMMUNITY DEVELOPMENT INVESTMENT GRANT AGREEMENT  
BETWEEN  
PHELAN PROPERTIES, LLC AND THE VILLAGE OF RIDGEWAY**

THIS COMMUNITY DEVELOPMENT INVESTMENT GRANT AGREEMENT (“Agreement”), made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Village of Ridgeway, Wisconsin (“Village”), and Phelan Properties, LLC, or its assignee, (“Developer”), (individually, each of the foregoing is a “Party” and collectively, the “Parties”).

**RECITALS**

WHEREAS, Village of Ridgeway and PHELAN PROPERTIES, LLC have entered into an agreement, dated \_\_\_\_\_, 2023, related to the redevelopment of the property located at 705 Main Street, Ridgeway, Wisconsin, which is further defined in said agreement (the “Property”); and

WHEREAS, Developer intends to make improvements to the Property in conjunction with its planned use of the Property for commercial tenant rental (the “Project”); and

WHEREAS, the Wisconsin Economic Development Corporation (“WEDC”), has approved providing the Village up to twenty five thousand (\$25,000) in Community Development Investment Funds to assist with the costs of Project rehabilitation;

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and the following promises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree, as follows:

**ARTICLE I  
DEFINITIONS**

Section 1.1 Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

- (a) “Agreement” means this agreement, to include all documents required to be delivered contemporaneously with the execution and delivery of this Agreement, and the attached Exhibits, together with any future amendments executed in compliance with this Agreement.
- (b) “Application” means the materials submitted to WEDC relating to this allocation of CDI Funds.
- (c) “CDI Funds” means the grant monies the Village is eligible to receive from WEDC’s Community Development Investment grant program.
- (d) “Effective Date” means the date on which this Agreement is fully executed by both parties.
- (e) “Eligible Project Costs” means costs for which CDI Funds and Matching Funds may be used, as outlined in this Agreement, which the Village incurs between the Project Start Date and Project End Date.

- (f) “Ineligible Costs” means costs for which CDI Funds and Matching Funds may not be used, means costs incurred prior to the Project Start Date; costs for acquisition; costs related to grant applications or bid preparation; costs which may be covered by other grant or statutory programs; permits; performance and payment bonds; contingencies; developer fees; insurance premiums; supplies and the purchase of moveable equipment; signage and advertising; financing fees, interest payments, or the assumption of debt; relocation fees; accounting, legal, appraisal, and architectural fees; project administration fees, including costs associated with WEDC compliance reporting, schedules of expenditures, and payment requests.
- (g) “Leverage” means funding provided for the Project other than CDI Funds and Matching Funds.
- (h) “Matching Funds” means non-CDI funds secured by the Developer to meet the required 1:1 funding requirement of the CDI Funds under this Agreement. No more than Thirty Percent (30%) of the Matching Funds may consist of other state and/or federal grants. Matching Funds may not be in-kind.
- (i) “Project” means the development of 705 Main Street in accordance with the Village’s Application and the terms of this Agreement.
- (j) “Project End Date” means \_\_\_\_\_, the date by which the Project will be complete.
- (k) “Project Location” means the site or sites at which the Project will take place, specifically 705 Main Street, Ridgeway, Wisconsin.
- (l) “Project Start Date” means \_\_\_\_\_, the date on which the Project begins and the Developer may start incurring costs against CDI funds and Matching Funds.
- (n) “WEDC” means the Wisconsin Economic Development Corporation, together with its successors and assigns.

**ARTICLE II  
UNDERTAKINGS BY VILLAGE AND DEVELOPER**

Section 2.1 Village Obligations. Village undertakes the following obligations, in consideration of the obligations of Developer, in Section 2.2, below.

- (1) Village will provide the CDI Funds to the Developer to assist with the construction of the Project.
- (2) Village will release the CDI Funds to the Developer on a disbursement basis, within thirty (30) days of Village receiving the funds from WEDC. The Developer may request the CDI Funds in One (1) or more disbursements.

Section 2.2 Developer Obligations. Developer undertakes the following obligations, in consideration of Village obligations in Section 2.1, above.

- (1) Developer shall diligently pursue construction activities for the Project with the objective of completing all elements of the Project, on or before \_\_\_\_\_.
- (2) Developer agrees to complete the Project as contemplated by the Application and in accordance with the terms of this Agreement, as outlined in the following budget:

USES		SOURCES			TOTAL
Budget Code	Eligible Project Costs	CDI Funds	Public Funds	Private Funds	
0200	Construction	\$234,435	\$0	\$252,386	\$0
0190	Site Clearance	\$15,565	\$0	\$0	\$0
0237	Site Preparation	\$0	\$0	\$0	\$0
0415	Site utilities, sidewalks, parking	\$0	\$0	\$0	\$0
<b>TOTAL</b>		<b>\$250,000</b>	<b>\$0</b>	<b>\$252,386</b>	<b>\$0</b>

- (3) Developer agrees to use the CDI Funds and Matching Funds for Eligible Project Costs, incurred between the Project Start Date and Project End Date. Eligible Project Costs include: (i) Eligible Project Costs to be applied to CDI Funds include construction. (ii) Eligible Project Costs to be applied to Matching Funds include construction, site clearance, site preparation, site utilities, sidewalks, and parking
- (4) Developer agrees to not use the CDI Funds or Matching Funds for any Ineligible Costs.
- (5) Developer agrees to secure Matching Funds from non-WEDC sources sufficient to achieve the 1:1 match requirement of the CDI Funds under this Agreement. Matching funds must equal at least Two Hundred Fifty Thousand Dollars (\$250,000) in order for the Village to obtain the maximum amount of the CDI Funds and must be documented prior to the final disbursement.
- (6) Developer agrees to provide acknowledgement of WEDC's participation in the Project in any signage at the Project Location and any planning and feasibility documents related to the Project.
- (7) Developer agrees to provide to the Village a report detailing the dollar amount and purpose of the Eligible Project Costs included in the request for disbursement as well as the dollar amount and purpose of each expenditure that the Developer has contributed to the Project since the date of the previous disbursement of CDI Funds.
- (8) Developer agrees to provide to the Village documentation of the Eligible Project Costs incurred against the CDI Funds, and documentation of the Eligible Project Costs incurred against the Matching Funds, in an amount that is 3:1 of the CDI Funds being requested. Such documentation may include, but not be limited to, purchase orders or invoices.
- (9) Developer shall request all CDI Funds no later than \_\_\_\_\_.
- (10) Developer agrees to submit to Village, a schedule of expenditures of the grant or loan funds, including expenditures of any matching cash or in-kind match, signed by the director or principal officer of the Developer to attest to the accuracy of the schedule of expenditures.
- (11) Developer shall engage an independent certified public accountant to perform procedures, approved by WEDC and consistent with applicable professional standards of the American Institute of Certified Public Accountants, to determine whether the grant or loan funds and any matching cash or in-kind match were expended in accordance with the grant or loan contract. The Developer must make available for inspection the documents supporting the schedule of expenditures.
- (12) Developer shall provide information to the Village that is necessary to allow the Village to complete the semi-annual performance reports as required by WEDC.

### **ARTICLE III REMEDIES**

Section 3.1 Event of Default. The occurrence of any one or more of the following events shall constitute an “Event of Default” for the purposes of this Agreement:

- (1) The Developer supplies false or misleading information to Village or WEDC in connection with this Agreement, without providing a satisfactory explanation, in Village’s sole discretion, for the noncompliance.
- (2) The Developer fails to comply with or perform, in any material respect, any of its obligations under this Agreement, without providing a satisfactory explanation, in Village’s sole discretion, for the noncompliance.

Section 3.2 Remedies in Event of Default. Upon the occurrence of any Event of Default, Village shall send a written notice of default to the Developer, setting forth with reasonable specificity the nature of the default. If the Developer fails to cure any such Event of Default to the reasonable satisfaction of Village within Thirty (30) calendar days, Village may extend the cure period if Village determines, in its sole discretion, that the Developer has begun to cure the Event of Default and diligently pursues such cure, or, without further written notice to the Developer, declare the Developer in default. The cure period shall in no event be extended more than Ninety (90) days.

- (1) In the Event of Default, Village shall terminate the Agreement and recover from the Developer:
  - (i) One Hundred Percent (100%) of the funds disbursed to the Developer under this Agreement;
  - (ii) All court costs and attorneys’ fees incurred by Village in terminating this Agreement and recovering the amounts owed by the Developer under this provision.
- (2) These amounts shall be paid to Village within Thirty (30) calendar days of demand by Village hereunder. If the Developer fails to pay these amounts to Village as and when due, the Developer will be liable for the full unpaid balance plus interest at the annual rate of up to Twelve Percent (12%) from the date of the notice of Event of Default.
- (3) Upon an Event of Default, Village shall, without further notice, withhold remaining disbursements of the CDI Funds.

Section 3.3 Remedies are Cumulative. Except as specified in this Agreement, all remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

Section 3.4 Failure to Enforce Not Waiver. Failure to enforce any provision contained herein shall not be deemed a waiver of that Party’s rights to enforce such provision or any other provision in the event of a subsequent default.

Section 3.5 Mediation. Prior to litigation, and as a condition precedent to bringing litigation, any Party deeming itself aggrieved under this Agreement shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. The Parties shall agree upon a mediator and if they fail to do so within 30 days, either Party may apply to the Chief Judge of the

Circuit Court for Grant County, Wisconsin, for the designation of a mediator. In the event the Parties do not accept the mediator's recommendation, the aggrieved Party may then commence an action. However, the Parties shall agree to alternative dispute resolution, if ordered by the Court.

#### **ARTICLE IV AMENDMENT**

This Agreement may be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, only in writing signed by the Parties.

#### **ARTICLE V MISCELLANEOUS PROVISIONS**

Section 5.1 Execution in Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 5.2 Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

Section 5.3 Legal Relationship. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

Section 5.4 Survival. All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

Section 5.5 No Waiver. The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

Section 5.6 Severability of Provisions. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

Section 5.7 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin.

Section 5.8 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of Developer is addressed to or delivered to:

PHELAN PROPERTIES, LLLC  
705 Main Street  
Ridgeway, WI 53818  
Attn: Andy and Melinda Phelan

(b) in the case of Village is addressed to or delivered to:

Ridgeway Village Hall  
208 Jarvis Street  
Suite A  
Ridgeway, WI 53818  
Attn: Village Clerk/Treasurer

or at such other, or additional, address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.9 Term. This Agreement shall continue from the effective date above indicated until the later of \_\_\_\_\_ or December 31 of the year during which the Village is required to submit to WEDC documentation or reporting information regarding the use of the CDI Funds.

**[SIGNATURE PAGES TO FOLLOW]**



**VILLAGE OF RIDGEWAY, WISCONSIN**

By: \_\_\_\_\_  
Name: Michele Casper  
Title: Village President

ATTEST:

By: \_\_\_\_\_  
Name: Hailey Roessler  
Title: Village Clerk

STATE OF WISCONSIN    )  
                                  )    ss.  
IOWA COUNTY            )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above-named Michele Casper, Village President and Hailey Roessler, Village Clerk of the Village of Ridgeway, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission expires: \_\_\_\_\_