

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement"), entered effective _____, 2024 ("Effective Date"), by and between the City of Whitewater, Wisconsin ("City") and Whitewater's Community Development Authority, (CDA). Each of the forgoing may also be referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Article XI, Section 3 of the Wisconsin Constitution grants cities the right to determine their local affairs in government, subject to the Constitution and certain enactments of the legislature of the State of Wisconsin;

WHEREAS, the State of Wisconsin legislature adopted Wisconsin Statute Section 62.11(5), which grants to common councils of cities the power to act for the government and good order of the city, for its commercial benefit and for the health, safety and welfare of the general public;

WHEREAS, the City desires to encourage redevelopment and economic development within the City;

WHEREAS, for these purposes, the City has created Tax Incremental District Nos. 10, 11, 12, 13, and 14 ("TIDs") pursuant to Wisconsin Statutes;

WHEREAS, each project plan includes Section 6, Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District, which lists eligible expenses including "Contribution to Community Development Authority", and includes the following language: "As provided for in Wis. Stat. §66.1105(2)(f)1.h and Wis. Stat. §66.1333(13), the City may provide funds to its CDA to be used for administration, planning, operations, and capital costs within the District, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the CDA for this purpose are eligible Project Costs. The Community Development Authority (CDA) promotes economic development throughout the community. The CDA offers financial assistance such as grants for qualifying startups, industrial development loans for manufacturing businesses, commercial enterprise loans for retail and services businesses, etc.";

WHEREAS, the City has developed, and CDA has sponsored a program called Whitewater WindUP, a business pitch competition offering business owners and entrepreneurs an opportunity to win space in a downtown storefront, along with monies for some renovations and rent for one year.

NOW, THEREFORE, the following promises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree as follows:

1. CDA Reimbursements. In the event the CDA invests in a business or improvement through the Whitewater WindUP program and that investment results in increased tax increment revenue, the City may reimburse the CDA for any initial WindUP funding that subsequently results in increased tax increment revenue within any of the city's tax increment financing districts.

2. In the event the projects from Whitewater WindUP do not result in measurable increases in tax increment, but there are, at the end of the district's expenditure period excess funds in a specific Tax Increment District where projects occurred, the CDA may request the City to repay the funds invested in Whitewater WindUP to the CDA from excess TIF increment.

3. Miscellaneous.

(a) Changes. Parties to this Agreement may, from time to time, require changes in the scope of this Agreement. Such changes, which are mutually agreed upon by and between the Developer and the City, shall be incorporated in written amendments to this Agreement.

(b) Approvals in Writing. Whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions, or waivers shall be effective and valid only when given in writing, signed by the duly authorized representative of the party, and delivered to the party to whom it is directed at the address specified in this Agreement. Whenever under this Agreement the consent, approval or waiver of the City is required or the discretion of the City may be exercised, the City Manager shall have the authority to act, as the case may be. Whenever any approval is required by the terms of this Agreement and request or application for such approval is duly made, such approval shall not be unreasonably withheld. Such advance of funds shall be documented by a note or account payable/receivable between the CDA and the TID to serve as a record of potential reimbursable expenses.

(c) No Liability of City. The City shall have no obligation or liability to the lending institution, architect, contractor, or subcontractor, or any other party retained by Developer in the performance of its obligations and responsibilities under the terms and conditions of this Agreement. Developer specifically agrees that no representations, statements, assurances, or guarantees will be made by Developer to any third party or by any third party which are contrary to this provision.

(d) Completeness of Agreement. This Agreement and any addition of supplementary documents or documentation incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part hereof shall have any validity or bind any of the parties hereto.

(e) Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

(f) Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected hereby.

(g) Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto as well as their respective successors, transferees, and assigns. Any transfer of any party's interest under this Agreement or real property described in EXHIBIT A shall not release the transferor from its obligations hereunder unless specifically agreed to herein.

IN WITNESS WHEREOF, the parties have caused this Reimbursement Agreement to be signed as of the Effective Date.

CITY OF WHITEWATER

COMMUNITY DEVELOPMENT

AUTHORITY:

By: _____
John S. Weidl, City Manager

[Chair of the CDA]

Attest:

By: _____
Name: _____

Heather Boehm, City Clerk