



136 North Monroe Street
Waterloo, WI 53594
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A MEETING OF THE WATERLOO COMMUNITY DEVELOPMENT AUTHORITY - AGENDA

Pursuant to Section 19.84 Wisconsin Statutes, notice is hereby given to the public and to the news media, that a public meeting will be held to consider the following:

Date: December 5, 2023
Time: 6:00 p.m.
Location: Municipal Building, 136 North Monroe Street

- 1) CALL TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL
- 2) MEETING MINUTES APPROVAL: November 14, 2023
- 3) UPDATES & REPORTS
 - a) Non-Metro Connections Update
 - b) Financial Reports Tax Incremental Finance Districts 2, 3 & 4, and Fund 600
 - c) Blight Blue and Whitelist
 - d) Business Association Liaison Report,
 - e) School District Liaison
- 4) OLD BUSINESS
- 5) NEW BUSINESS
 - a) Power point from MadRep
 - b) Rescinding Non-Metro Contract
 - c) Reviewing Mad Rep Contract
 - d) BID District Discussion
- 6) CITIZEN INPUT, FUTURE AGENDA ITEMS AND ANNOUNCEMENTS (3-minute time limit)
 - a) Annual Calendar
- 7) ADJOURNMENT

Jeanne Ritter, Clerk/Deputy Treasurer

Community Development Authority: Soter, C. Kuhl, A. Kuhl, Hudson, O'Connell, Zimmermann, Haseleu, and School District Superintendent Brian Henning as non-voting School District liaison
Posted, Mailed and E-mailed: 11/29/2023.

Please note it is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may attend the above meeting(s) to gather information. No action will be taken by any governmental body other than that specifically noted. Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request such services please contact the clerk's office at the above location.



City of Waterloo
Jenifer
Quimby

Everett
Butzine
Non-Metro
Connections

Service Contract - Community and Economic Development Consulting

This Service Contract (this "Contract" or this "Service Contract"), is entered into and made effective as of July 22 (the "Effective Date"), by and between City of Waterloo, with an office located at 136 N Monroe St., Waterloo (WI), 53594 ("Customer"), and Non-Metro Connections, with an office located at 329 W 3rd St., Fox Lake(WI), 53933 ("Consultant").

Whereas:

1. Customer has a need for services; and
2. Consultant has an interest in performing such services for Customer; and
3. The parties wish to set forth the terms and conditions upon which such services will be provided to Customer;

Now therefore, in consideration of the foregoing, and the mutual promises herein contained, the parties hereby agree as follows:

Description of Services

Economic Development Services:

A. Business Retention & Expansion

Activities associated with business retention and expansion including visits and communication with key community business stake-holders.

B. Business Recruitment & Entrepreneurship

Activities associated with recruitment and formation, consisting of marketing of available properties, planning new developments or redevelopment and continuation of existing programs. Activities include following up on all development leads shepherding projects from concept to implementation.

C. Marketing & Outreach

Activities intended to increase local and regional knowledge of Waterloo, its amenities and local businesses with a purpose of growing private investment in the community.

D. Office Hours & Meetings

Consultant will conduct office hours in Waterloo. Consultant will provide up to 17 hours per week in Waterloo, primarily communicating with property owners, business stake-holders and potential project partners. Consultant will attend up to two public municipal meetings a month.

E. Any additional services (eg. grant writing, TIF analysis, etc.) will be performed at an hourly rate with written or verbal approval by the Waterloo Community Development Authority.

Deliverables

Monthly update on progress of services to:
Community Development Authority

Project Schedule

The contract terms are set for one-year. Contract will be automatically renewed on a month-to-month basis after July 22, 2024.

Pricing and Rates

1. Economic Development Services: \$52,000/year or \$4,333.34/month
 1. Additional ED Services outside of scope: \$65/hour

Payment Terms and Schedule

An itemized monthly invoice will be in a form reasonably acceptable to the Customer on or before the 1st of the month from Consultant and expected to be paid in net-30 days.


Terms and Conditions

This independent contractor agreement is governed by the terms and conditions provided here and in **Attachment A**, attached hereto.

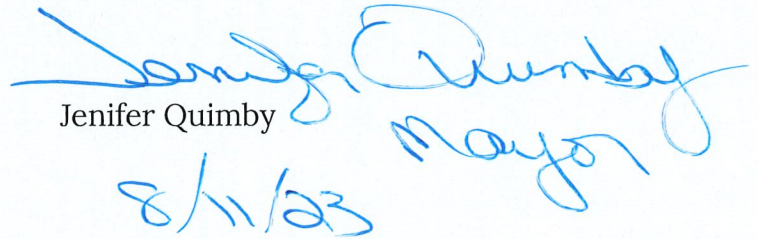
IN WITNESS WHEREOF, by their respective signatures below, the parties have caused the Contract, inclusive of Attachment A, to be duly executed and effective as of the Effective Date.

Non-Metro Connections

City of Waterloo



Everett Butzine



Jenifer Quimby
8/11/23 Mayor

Jenifer Quimby

Attachment A

Service Contract Terms and Conditions

1. Intellectual Property Rights

Retained rights

Each party will retain all right, title, and interest in and to its own Pre-Existing Intellectual Property irrespective of any disclosure of such Pre Existing Intellectual Property to the other party, subject to any licenses granted herein.

Pre existing intellectual property

Consultant will not use any Consultant or third party Pre-Existing Intellectual Property in connection with this Contract unless Consultant has the right to use it for Customer's benefit. If Consultant is not the owner of such Pre Existing Intellectual Property, Consultant will obtain from the owner any rights as are necessary to enable Consultant to comply with this Contract.

Consultant grants Customer a non exclusive, royalty free, worldwide, perpetual and irrevocable license in Consultant and third party Pre Existing Intellectual Property, to the extent such Pre-Existing Intellectual Property is incorporated into any Deliverable, with the license including the right to make, have made, sell, use, reproduce, modify, adapt, display, distribute, make other versions of and disclose the property and to sublicense others to do these things.

Consultant will not incorporate any materials from a third party, including Open Source or freeware, into any Deliverable unless (i) Consultant clearly identifies the specific elements of the Deliverable to contain third party materials, (ii) Consultant identifies the corresponding third party licenses and any restrictions on use thereof, and (ii) approval is given by Customer in writing.

Consultant represents, warrants and covenants that Consultant has complied and shall continue to comply with all third party licenses (including all open source licenses) associated with any software components that will be included in the Deliverables or any other materials supplied by Consultant.

Consultant shall indemnify Customer against any losses and liability incurred by Customer due to failure of Consultant to meet any of the requirements in any of the third party licenses.

Ownership of deliverables

Subject to Consultant and third party rights in Pre Existing Intellectual Property, all Deliverables, whether complete or in progress, and all Intellectual Property Rights related thereto shall belong to Customer, and Consultant hereby assigns such rights to Customer.

No rights to customer intellectual property

Except for the limited license to use materials provided by Customer as may be necessary in order for Consultant to perform Services under this Contract, Consultant is granted no right, title, or interest in any Customer Intellectual Property.

2. Confidentiality

Confidential information

For purposes of this Contract, "Confidential Information" shall mean information or material proprietary to a Party or designated as confidential by such Party (the "Disclosing Party"), as well as information about which a Party (the "Receiving Party") obtains knowledge or access, through or as a result of this Contract (including information conceived, originated, discovered or developed in whole or in part by Consultant hereunder).

Confidential Information does not include:

- a) information that is or becomes publicly known without restriction and without breach of this Contract or that is generally employed by the trade at or after the time the Receiving Party first learns of such information;
- b) generic information or knowledge which the Receiving Party would have learned in the course of similar employment or work elsewhere in the trade; c) information the Receiving Party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation;
- d) information the Receiving Party rightfully knew prior to receiving such information from the Disclosing Party to the extent such knowledge was not subject to restrictions on further disclosure;
- or (e) information the Receiving Party develops independent of any information originating from the Disclosing Party.

Customer confidential information

The following constitute Confidential Information of Customer and should not be disclosed to third parties: the Deliverables, discoveries, ideas, concepts, software in various states of development, designs, drawings, specifications, techniques, models, data, source code, source files and documentation, object code, documentation, diagrams, flow charts, research, development, processes, procedures, "know-how", marketing techniques and materials, marketing and development plans, customer names and other information related to customers, price lists, pricing policies and financial information, this Contract and the existence of this Contract, and any work assignments authorized or issued under this Contract.

Consultant will not use Customer's name, likeness, or logo (Customer's "Identity"), without Customer's prior written consent, to include use or reference to Customer's Identity, directly or indirectly, in conjunction with any other clients or potential clients, any client lists, advertisements, news releases or releases to any professional or trade publications.

Non-Disclosure

The Parties hereby agree that during the term hereof and at all times thereafter, and except as specifically permitted herein or in a separate writing signed by the Disclosing Party, the Receiving Party shall not use, commercialize or disclose Confidential Information to any person or entity.

Upon termination, or at any time upon the request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all Confidential Information, including all notes, data, reference materials, sketches, drawings, memorandums, documentations and records which in any way incorporate Confidential Information.

Right to disclose

With respect to any information, knowledge, or data disclosed to Customer by the Consultant, the Consultant warrants that the Consultant has full and unrestricted right to disclose the same without incurring legal liability to others, and that Customer shall have full and unrestricted right to use and publish the same as it may see fit.

Any restrictions on Customer's use of any information, knowledge, or data disclosed by Consultant must be made known to Customer as soon as practicable and in any event agreed upon before the start of any work.

Public Records Law

The Consultant has been advised and acknowledges the Customer is a municipality subject to the Wisconsin Public Records Law. Notwithstanding any other provision in this Contract to the contrary, the Consultant shall reasonably cooperate with the Customer to facilitate compliance with the Wisconsin Public Records Law, sec. 19.21, et seq., Wis. Stats., and upon request by the Customer, provide to the Customer all documents in the Consultant's possession or control which are subject to release under such law.

3. Conflict of Interest

Consultant represents that its execution and performance of this Contract does not conflict with or breach any contractual, fiduciary or other duty or obligation to which Consultant is bound. Consultant shall not accept any work from Customer or work from any other business organizations or entities which would create an actual or potential conflict of interest for the Consultant or which is detrimental to Customer's business interests.

4. Termination

Rights to Terminate

1. Customer may terminate this Contract and/or an individual project for its convenience, without liability at any time, upon prior 45-day written notice to Consultant.
2. Consultant may terminate this Contract upon 45-day written notice provided there are no open projects at the time notice is given.
3. Customer may terminate this Contract and/or any open projects immediately for cause if the Consultant fails to perform any of its obligations under this Contract or if Consultant breaches any of the warranties provided herein and fails to correct such failure or breach to Customer's reasonable satisfaction within ten (10) calendar days (unless extended by Customer) following notice by Customer. Customer shall be entitled to seek and obtain all remedies available to it in law or in equity.
4. Upon termination by the Customer of any project or work given Consultant hereunder, Consultant will immediately provide Customer with any and all work in progress or completed prior to the termination date. As Customer's sole obligation to Consultant resulting from such termination, Customer will pay Consultant an equitable amount as determined by Customer for the partially completed work in progress and the agreed to price for the completed Services and/or Deliverables provided and accepted prior to the date of termination. The Consultant shall not be entitled to any compensation for partially completed projects or work if the Consultant terminates this Contract for any reason other than material breach by the Customer after refusal to cure for at least 10 days.
5. Upon termination or expiration of this Contract or a project performed by Consultant hereunder, whichever occurs first, Consultant shall promptly return to Customer all materials and or tools provided by Customer under this Contract and all Confidential Information provided by Customer to Consultant.
6. Any provision or clause in this Contract that, by its language or context, implies its survival shall survive any termination or expiration of this Contract.

5. Warranties

Consultant warrants that:

1. the Services and Deliverables are original and do not infringe upon any third party's patents, trademarks, trade secrets, copyrights or other proprietary rights,
2. it will perform the Services hereunder in a professional and workmanlike manner,
3. the Deliverables Consultant provides to Customer are new, of acceptable quality free from defects in material and workmanship and will meet the requirements and conform with any specifications agreed between the parties,
4. it has all necessary permits and is authorized to do business in all jurisdictions where Services are to be performed,
5. it will comply with all applicable federal and other jurisdictional laws in performing the Services,
6. it has all rights to enter into this Contract and there are no impediments to Consultant's execution of this Contract or Consultant 's performance of Services hereunder.

6. Inspection and Acceptance

Non-conforming services and deliverables

If any of the Services performed or Deliverables delivered do not conform to specified requirements, Customer may require the Consultant to perform the Services again or replace or repair the non-conforming Deliverables in order to bring them into full conformity with the requirements, at Consultant's sole cost and expense.

When the defects in Services and/or Deliverables cannot be corrected by re-performance, Customer may: (a) require Consultant to take necessary action, at Consultant's own cost and expense, to ensure that future performance conforms to the requirements and/or (b) reduce any price payable under the applicable project to reflect the reduced value of the Services performed and/or Deliverables delivered by Consultant and accepted by Customer.

If Consultant fails to promptly conform the Services and/or Deliverables to defined requirements or specifications, or take action deemed by Customer to be sufficient to ensure future performance of the project in full conformity with such requirements, Customer may (a) by contract or otherwise, perform the services or subcontract to another Consultant to perform the Services and reduce any price payable by an amount that is equitable under the circumstances and charge the difference in re-procurement costs back to Consultant and/or (b) terminate the project and/or this Contract for default.

7. Insurance

Consultant shall maintain adequate insurance coverage and minimum coverage limits for its business as required by any applicable law or regulation, including Workers' Compensation insurance as required by any applicable law or regulation, or otherwise as determined by Consultant in its reasonable discretion. Consultant's lack of insurance coverage shall not limit any liability Consultant may have under this Contract.

8. Miscellaneous

Assignment

Consultant shall not assign any rights or obligations of this Contract or any other written instrument related to Services and/or Deliverables provided under this Contract, and no assignment shall be binding without the prior written consent of Customer.

Governing law

The Parties shall make a good-faith effort to amicably settle by mutual agreement any dispute that may arise between them under this Contract. The foregoing requirement will not preclude either Party from seeking injunctive relief as it deems necessary to protect its own interests. This Contract will be construed and enforced in accordance with the laws of the State of Wisconsin, excluding its choice of law rules.

Severability

The Parties recognize the uncertainty of the law with respect to certain provisions of this Contract and expressly stipulate that this Contract will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law.

To the extent that any provisions of this Contract are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Contract or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Contract will be unaffected.

Independent contractor

Nothing contained in this Contract shall create an employer and employee relationship, a master and servant relationship, or a principal and agent relationship between Consultant and Customer. Customer and Consultant agree that Consultant is, and at all times during this Contract shall remain, an independent contractor.

The Consultant shall not be deemed an employee for any purpose (including Federal or State tax purposes) nor be entitled to participate in any plans, arrangements or distributions made by the Customer pertaining to or in connection with any bonus, health or other insurance plan or pension or profit sharing plan maintained by the Customer for the benefit of its employees. Any persons whom the Consultant provides for service under this Contract are employees and/or the responsibility of the Consultant and are not employees or the responsibility of the Customer. The Consultant shall not, at any time, represent itself to be anything other than an independent contractor with regard to the Customer. The Consultant shall be solely responsible for

all federal and state obligations resulting from all payments received including, but not limited to, State and Federal income taxes and social security taxes.

Neither party shall be considered the agent of the other and absent further written authorization, neither party has general authority to enter into contracts, assume any obligation or make any warranties or representations on behalf of the other.

The Consultant hereby agrees to furnish the Customer with its taxpayer identification number (or social security number) prior to commencement of work under this Contract. Failure or delay in furnishing social security numbers or taxpayer identification numbers may result in the withholding of amounts due to the Consultant from the Customer.

Force majeure

Neither Party shall be liable for any failure to perform under this Contract when such failure is due to causes beyond that Party's reasonable control, including, but not limited to, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquakes, accident, and prolonged shortage of energy.

In the event of such delay the date of delivery or time for completion will be extended by a period of time reasonably necessary by both Consultant and Customer. If the delay remains in effect for a period in excess of thirty days, Customer may terminate this Contract immediately upon written notice to Consultant.

Entire contract

This document and all attached or incorporated documents contains the entire agreement between the Parties and supersedes any previous understanding, commitments or agreements, oral or written. Further, this Contract may not be modified, changed, or otherwise altered in any respect except by a written agreement signed by both Parties.

No Third-Party Beneficiaries

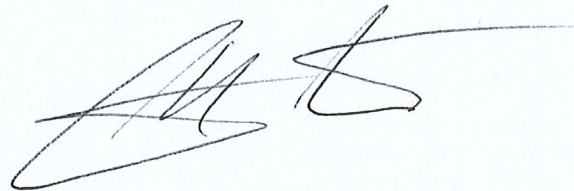
This Contract is intended solely to regulate the obligations of the parties hereto with respect to one another. Nothing in this Contract is intended to create, admit or imply any liability to any third-party nor to provide any benefit to any person, firm, corporation or governmental or non-governmental entity not a party to this Contract.

City of Waterloo



Jenifer Quimby

Non-Metro Connections



Everett Butzine



SCOPE OF WORK

CITY OF WATERLOO

Economic Development Services



Economic Development Scope of Work City of Waterloo

Project Overview

We are tasked with providing economic development services for the City of Waterloo. The goal is to increase awareness, attract visitors and businesses, and foster a thriving economic ecosystem for the city.

Scope of Services

- **Business Retention & Expansion:** Activities associated with business retention and expansion include visits and communication with key community business stakeholders.
- **Business Recruitment & Entrepreneurship:** Activities associated with recruitment and formation consist of marketing of available properties, planning new developments or redevelopment and continuation of existing programs. Activities include following up on all development leads shepherding projects from concept to implementation.
- **Marketing & Outreach:** Activities intended to increase local and regional knowledge of Waterloo, its amenities, and local businesses with a purpose of increasing private investment in the community.
- **Office Hours & Meetings:** MadREP will conduct office hours in Waterloo. MadREP will provide up to 4 hours per week in Waterloo, primarily communicating with property owners, business stakeholders and potential project partners. MadREP will attend up to one public municipal meeting a month. Additional meetings as required.
- **Grant Writing Services:** Any additional services (eg. Downtown planning, TIF analysis, redevelopment initiatives, plan creation, etc.) will be performed at an hourly rate with written or verbal approval by the Waterloo Community Development Authority.

Deliverables

- Monthly key performance indicator report.

Timeline

Services will be executed over a period of one year, starting from January 1, 2024, to January 1, 2025. The contract will automatically be renewed on an annual basis per renewal agreement.





Budget, Reporting & Approvals

Budget

The estimated budget for this project is \$45,000 annually.

Reporting

Regular progress reports will be provided monthly, detailing key performance indicators (KPIs) agreed up with the community development authority, city council, and the mayor.

Approvals

This economic development services scope of work is subject to approval by the community development authority. Any changes or amendments to the scope must be discussed and agreed upon by all parties involved.

Conclusion

By implementing these strategies, we aim to provide effective economic development strategies for the City of Waterloo.





Meet Our Team



Everett Butzine

*Economic Development
Specialist*



**Jason M. Fields, CECd,
CFEI, CCRS**

President & CEO



Fredrick Flores

*Community
Development Specialist*

Jason Fields joined the Madison Region Economic Partnership (MadREP) in January 2021 and was recognized as a Certified Economic Developer by the International Economic Development Council in September 2022. The CECd program is the most prestigious designation in the economic development profession. Prior to joining MadREP, he served as a Wisconsin State Legislator.

As economic development specialist, Everett supports and leads initiatives to support the long-term economic growth and success of the Madison Region. In his position, he works closely with local and regional governments, businesses and industry groups, educational institutions, and community organizations. Everett also plays a vital role in developing our Region's third comprehensive development strategy, which will guide our activities and priorities through 2028. Before joining MadREP, Everett served as executive director of Sherman County Economic Development, Inc. and economic development technician at the City of Oshkosh.

Fredrick graduated with a Master of Public Affairs degree with a Graduate Certificate in Science Communication from the La Follette School of Public Affairs at UW-Madison in May 2023. He prioritizes strong relationships with communities and partners when working on economic development projects to ensure successful and beneficial community outcomes.





About Our Organization

Madison Region Economic Partnership (MadREP) is the regional economic development organization for the south-central Wisconsin Madison region, which includes Dane, Sauk, Rock, Green, Iowa, Jefferson, and Dodge County. Our organization works on economic development initiatives, including housing, child care, broadband, and labor.

Our Mission: Through a comprehensive regional approach to economic development, the strategic pursuit of job creation and business growth in target clusters, and the development of a coordinated talent pipeline, the Madison Region Economic Partnership will lead the development of a dynamic economy where people and business thrive.



madisonregion.org



8517 Excelsior Dr. #107, Madison, WI



608.571.0420



info@madisonregion.org



MadREP Success Stories



● What We Do

MadREP focuses on proactive business retention and expansion, targeted business attraction, strategic development of target industries, expansion of exports and FDI opportunities, delivery and analysis of economic data, mapping of industry supply chains, support of innovative spaces, technical assistance to entrepreneurs, marketing the region's business assets, promoting diversity and inclusion, contracted community-level economic vitality assessments, contracted enhanced county and community-level economic development services, convening partners to enhance collaboration, and convening education and business representatives to address human capital needs, all in accordance with the Madison Region's Comprehensive Economic Development Strategy.

● Media Partnerships

MadREP partners with media outlets to promote the Madison Region as an excellent place to live, work, and play. Livability Media ranked Madison, WI as the best place to live in America for two years, resulting in around 4.5 million views annually. Media partnerships help promote the region nationwide.

● Cluster Development

MadREP fosters a critical mass of interrelated businesses, including the Wisconsin Games Alliance (WGA), which hosts an annual game development conference and has attracted major companies and game titles to southcentral Wisconsin. MadREP collaborated with Version1 to bring a professional esports event, the Minnesota Røkk Home Series, to Madison in 2023.

● CEDS Development

MadREP is finalizing the development of the region's third CEDS, a planning process to guide economic prosperity and resiliency. EDA funding eligibility relies on project alignment with CEDS objectives, as defined by the U.S. Economic Development Administration.

● Industry Clusters

MadREP has completed in-depth real estate and industry sector analyses and made them available to the Region to support strategic planning and attraction activities.



Waterloo Community Development Authority -- Annual Calendar

Preferred meeting night: 3rd Tuesday of month at 6:00 pm

Recurring monthly review and action (1) CDA Implementation Plan Progress;(2) Grant Application Tracking

<p>JANUARY</p> <ul style="list-style-type: none">- evaluate CDA Progress Measures- finalize prior year Annual Report
<p>FEBRUARY</p> <ul style="list-style-type: none">- notify Mayor of member reappointment interest- align/modify CDA Progress Measures as needed- submit Annual Report to City Council
<p>MARCH</p> <ul style="list-style-type: none">- notify Mayor of member reappointment interest- Push to closeout incomplete prior year items
<p>APRIL</p> <ul style="list-style-type: none">- Mayoral appointments- Push to closeout incomplete prior year items
<p>MAY</p> <ul style="list-style-type: none">- CDA election of Chair and Vice Chair- evaluate CDA Progress Measures
<p>JUNE</p> <ul style="list-style-type: none">- start future year budget submittal- review of tax increment finance district progress
<p>JULY</p> <ul style="list-style-type: none">- review of tax increment finance district progress- future year budget planning- align CDA Progress Measures with budget planning- reaffirm or jettison all active programs and projects
<p>AUGUST</p> <ul style="list-style-type: none">- future year budget submittal to Finance, Insurance & Personnel Committee, including tax incremental finance funds
<p>SEPTEMBER</p> <ul style="list-style-type: none">- evaluate CDA Progress Measures
<p>OCTOBER</p> <ul style="list-style-type: none">- strength, weaknesses opportunities & threats (SWOT) exercise
<p>NOVEMBER</p> <ul style="list-style-type: none">- community outreach
<p>DECEMBER</p> <ul style="list-style-type: none">- community outreach- review staff draft, Annual Report to City Council- update calendar