

Waukesha Civic Theatre, Inc.
264 & 270 W. Main Street
Community Development Investment Grant Agreement

This Agreement is made by and between the **City of Waukesha, a Wisconsin municipal corporation**, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as the City; and **Waukesha Civic Theatre, Inc.**, referred to herein as the Recipient. The Recipient and the City together are referred to herein as the Parties.

1. Waukesha Civic Theater Expansion Project Details

- a.** On May 18, 2021 the Common Council approved Resolution Number 2021-17 authorizing staff to apply for the Wisconsin Economic Development Corporation (WEDC) Community Development Investment (CDI) grant on behalf of the Civic Theatre. This grant offers Wisconsin communities up to Two Hundred Fifty Thousand Dollars (\$250,000.00) per project to support urban, small city and rural community redevelopment efforts by providing financial incentives for shovel-ready projects with emphasis on, but not limited to, downtown community-driven efforts. Eligible projects funds can be used for building renovation, historic preservation, demolition, new construction, infrastructure investment and project or site development planning.

2. Recipient Obligations

- a.** The Recipient agrees to renovate the properties at 264 and 270 W. Main Street, referred to herein as the Project Site. Renovation activity will consist of construction of a new rehearsal and reception area, a new seventy-five seat theatre called the Black Box Theatre, with backstage area for performers and control areas for technicians, a collaborative office suite, and a remodeling of the existing lobby and façade. This work is referred to herein as the Project.
- b.** The Recipient agrees to use Grant Funds only for the Project, pursuant to all conditions imposed by WEDC, and substantially as shown in Exhibit A "Estimated Project Budget." Exhibit A is incorporated into this Agreement by reference.
- c.** Recipient reporting and record retention obligations
 - i.** The Recipient shall provide annual performance reports to the City in such form as required by WEDC, which shall include financial overview and narrative summary on the progress of the Project to date.
 - ii.** Consistent with Wis. Stats. §238.03(3)(a), and in the format required by WEDC, the Recipient must submit to the City within 120 days after the end of the Recipient's fiscal year in which any grant or loan funds were expended, a schedule of expenditures of the grant or loan funds, including expenditures of any matching cash or in-kind match, signed by the principal officer of the Recipient to attest to the accuracy of the schedule of expenditures. The Recipient must make available for inspection the documents supporting the schedule of expenditures.
 - iii.** The Recipient shall prepare, keep and maintain such records as may be reasonably required by the City to validate the Recipient's performance under this Agreement and the performance reports provided to WEDC.
- d.** Request For Disbursements
 - i.** Recipient shall provide sufficient documentation on completion of Eligible Project Costs in order for the City to submit a Request for WEDC Payment.
 - ii.** Recipient shall be responsible for submitting that documentation to the City to enable the City to seek release of Grant Funds from WEDC.

iii. Recipient acknowledges that payments to be made by WEDC to the City are solely based upon a 25 percent match of completed Eligible Project Costs.

e. Construction Timetable. Subject to grant approval, Recipient agrees to use commercially reasonable efforts to commence construction of the Project on or before the 1st day of March 2022, and to use commercially reasonable efforts to complete or substantially complete the construction by the 31st day of December, 2022

3. City Obligations

a. The City agrees to act as a pass-through agent whereby any WEDC grant funds awarded and received by the City will be passed on to the Recipient upon sufficient documentation that the funds are eligible project expenses.

b. The City is a pass-through only, does not warrant that the WEDC will make any grants, and is under no obligation to contribute any of its own funds to the costs of the Project.

c. The City, upon receipt of any Request for WEDC Payment, and supporting documentation, will submit the request to WEDC.

d. Upon receipt of the WEDC payment(s) the City will issue payments to the Recipient.

4. Part 3 – General Provisions

a. Parties Are Independent Contractors. Nothing in this Agreement shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Agreement, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions. The City shall not participate in, or have any responsibilities connected with, the Project in any way other than the City's specific obligations in this Agreement.

b. Governmental Immunities and Notice Requirement Preserved. Nothing in this Agreement shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.

c. Assignment Prohibited. This Agreement, and the Recipient's responsibilities under this Agreement, may not be assigned by the Recipient without the City's written consent.

d. Notices. All notices required by this Agreement shall be in writing and delivered by first-class postage by the US Postal Service, addressed as follows:

To City:
Director of Community Development
City of Waukesha
201 Delafield St Ste 200
Waukesha WI 53188

To Recipient:
Executive Director
Waukesha Civic Theatre
264 W. Main Street
Waukesha, WI 53186

e. City Access to Project. Recipient shall give City representatives access to the Project during construction, upon reasonable notice, to inspect and verify compliance with this Agreement.

- f. Governing Law and Jurisdiction. This Agreement will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Agreement, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin and waive all jurisdictional defenses.
- g. Integration. This Agreement constitutes the entire agreement of the Parties. All other agreements and understandings of the parties with respect to the subject matter expressed in this Agreement are unenforceable.

Executed this _____ day of _____, 2022.

City of Waukesha

Shawn N. Reilly, Mayor

Gina L. Kozlik, Clerk-Treasurer

Waukesha Civic Theatre, Inc.

(sign above)
Print name: _____
Title: _____

(sign above)
Print name: _____
Title: _____

Exhibit A Estimated Project Budget

WEDC Community Investment Grant (CDI) - Project Estimates

Project: Waukesha Civic Theatre Expansion

Estimates:	MCC									
Eligible Project Uses	1	2	3	4	5	6	7	8	9	Totals
Demo/Site Clearance	204,413									204,413
Site Prep	23,500									23,500
Building in Renovations	612,112									612,112
Building Fixtures	539,784									539,784
Construction/Elect./Plumb.	1,471,177									1,471,177
Infrastructure *	24,348									24,348
Streets										0
Sidewalk Parking										0
Other 1:										0
Other 2:										0
Other 3:										0
Eligible Total	2,875,334	0	0	0	0	0	0	0	0	2,875,334
Non-eligible Costs										Totals
Property Acquisition										0
Professional Fees **	307,800									307,800
Other 1:	250,000									250,000
Other 2:										0
Other 3:										0
Non Eligible Total	557,800	0	0	0	0	0	0	0	0	557,800
Total Vendor Estimate	3,433,134	0	0	0	0	0	0	0	0	3,433,134

* Sewer, water mains, etc.

** Architecture, Legal, Engineering, Consulting ,etc.