



136 North Monroe Street  
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**OFFICIAL PUBLICATION**

**CITY OF WATERLOO, JEFFERSON COUNTY, WI**

Published by authority of the Common Council of the City of Waterloo, Jefferson County, Wisconsin pursuant to Section 125.04(3)(g) of the Wisconsin State Statutes.

Notice is hereby given that the following Individual has made application to sell fermented malt beverages for the license period: beginning December 4, 2015 and ending June 30, 2016. The granting of said license is now pending and will be acted upon at a regular scheduled Council Meeting to be held on December 3, 2015.

**CLASS "B" FERMENTED MALT BEVERAGES**

**NAME AND ADDRESS OF APPLICANT**

Gregorio Ayala  
420 E. Madison Street  
Waterloo, WI  
(Ayala's Market)

**LOCATION OF PREMISE**

112 E. Madison Street

Morton J. Hansen  
City Clerk/Treasurer

PUB: The Courier: November 19, 2015

LAST NAME	FIRST NAME	MI	HOUSE #	STREET NAME	CITY	VIOLATIONS	NEW/RENE	LICENSE #	EMPLOYER
KRAUSE	JAMIE	N	727	LEWELLIN ST	MARSHALL		NEW	089"OP"2015/2017	THE BRIDGE
ROOT	MONICA	L	W8131	ISLAND RD	WATERLOO		NEW	090"OP"2015/2017	THE MT BAR

RESOLUTION 2015-29

MUTUAL COOPERATION AGREEMENT  
UNDER  
THE NATIONAL AFFORDABLE HOUSING ACT

The HOME Consortium Program for Federal Fiscal Years 2014-2016

This Agreement is entered into between Waukesha County, a political subdivision of the State of Wisconsin (hereinafter "County") and the City of Waterloo, a municipal corporation of the State of Wisconsin (hereinafter "Municipality" and collectively "Parties").

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990(42 U.S.C. § 12701 et seq.) as amended, (hereinafter "NAHA") provides Federal assistance for the HOME Investment Partnership Program (hereinafter "HOME Program"); and

WHEREAS, NAHA allows units of general local government to enter into a mutual cooperation agreement to form a consortium to obtain Federal funds as a participating jurisdiction under the HOME Program (hereinafter "HOME Consortium"); and

WHEREAS, the Parties have mutually developed a Consolidated Plan and Analysis of Impediments to Fair Housing Choice; and

WHEREAS, the Parties have determined that obtaining funds under the HOME Program will increase their ability to provide affordable housing, and meet other identifiable and eligible housing needs of the Municipality's residents; and

WHEREAS, the County intends to apply to the U.S. Department of Housing and Urban Development (hereinafter "HUD") for funds authorized under NAHA; and

WHEREAS, County and the Municipality have determined that joint action is an effective way to accomplish the purposes of NAHA; and

WHEREAS, counties in Wisconsin pursuant to § 59.01, Wis. Stats. and municipalities in Wisconsin pursuant to § 66.0301, Wis. Stats. have the necessary authority to enter into agreements of the type herein contemplated;

NOW THEREFORE, upon the consideration of the mutual promises contained herein, it is agreed between County and Municipality as follows:

SECTION 1 – PURPOSE

- A. The purpose of this Agreement is to establish the mutual desire to cooperate to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities, by means of submitting a Consolidated Plan and Annual Action Plan for HUD HOME funds as a HOME Consortium for Federal Fiscal Years 2014, 2015, and 2016 appropriation and from any program income generated from the expenditure of such funds.
- B. Nothing contained in this Agreement shall deprive any municipality of any power of zoning, development control or other lawful authority that it presently possesses.

## SECTION 2 – CONSIDERATION

Municipality, by the execution of this Cooperation Agreement, agrees to comply with this Cooperation Agreement which enables its residents to apply for HOME funds. All funds will be used within the HOME Consortium counties. County agrees to include Municipality as part of its Annual Action Plan to be submitted to HUD under the terms and conditions of NAHA.

## SECTION 3– FUNDING

- A. The HOME Consortium shall be governed by a board of directors (hereinafter “HOME Board”). The HOME Board, by mutual agreement, shall establish “core” programs, which shall serve to benefit residents of each participating municipality and county equally. The annual distribution of “core” project funding shall continue until all allocated funds on a first come first serve basis are fully committed to eligible households.
  - a. Core programs may include, but are not limited to:  
Downpayment / Closing Cost, Housing Rehabilitation, Homebuyer Counseling, Rental Rehabilitation, Rental Assistance, Purchase / Rehab or Housing Development.
  - b. HOME regulations require that 15% of HOME funds received on an annual basis must be set-aside and utilized for HOME programs using a HUD eligible Community Development Organization (CHDO), who will either own, develop, manage or sponsor a housing project.

- B. The HOME Board shall determine the allocation of HOME funds within the HUD regulation limits for program administration to Waukesha County, as the lead agent (PJ), not to exceed 10% of the annual grant.
- C. HOME regulations require that match funds or credit shall be provided at \$0.25 for every dollar spent as part of HOME programming. This match is generally provided through pledged commitments by developers of affordable housing projects. If a match cannot be provided through development projects, it shall be the responsibility of the HOME Consortium, as a whole, to provide match funds.
- D. No participating municipality / county will need to provide any funds for the administration / operation of the HOME Program.

#### SECTION 4 – ACTIVITIES

- A. Municipality and County agree to undertake all actions necessary to assure compliance with County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. In addition, Municipality and County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws.
- B. Noncompliance by Municipality with any of the provisions above may constitute noncompliance by County which may provide cause for funding sanctions or other remedial actions by HUD.
- C. Municipality shall establish and maintain appropriate record keeping and reporting of any retained program income and make such available in order to meet the monitoring and reporting responsibilities to the U.S. Department of Housing and Urban Development.
- D. Municipality shall cooperate to undertake, or assist in undertaking, community renewal, lower-income housing assistance activities, and other eligible HOME Program activities in compliance with the regulations at 24 CFR Part 92.
- E. Municipality shall take affirmative action to further fair housing in its jurisdiction. Such actions may include planning, education and outreach, and enforcement components.

- F. HOME Consortium funding is prohibited for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes County's actions to comply with its fair housing certification.
- G. Municipality shall select at least two (2) action items from the list below to affirmatively further fair housing for the duration of this Agreement. Items listed are from the 2015—2019 Analysis of Impediments to Fair Housing Choice for Waukesha County and the HOME Consortium. Municipality shall keep records documenting actions taken to affirmatively further fair housing and provide an annual report to County of such actions within 15 days of the end of the calendar year. Municipality shall obtain updated versions of the Analysis of Impediments to Fair Housing Choice when they are published every five years and select action items from the current document.

**a. Impediment #1: Zoning Regulations and Housing Mix Ratios that Reduce Opportunities for Affordable Housing Development**

1. In municipalities served by sewer service, allow for the development of new single-family and two-family homes on lots of 10,000 square feet or smaller.
2. Allow for home sizes less than 1,200 square feet.
3. In municipalities served by sewer service, allow for the development of multi-family housing at a density of at least 10 units per acre.
4. To support higher density residential development, expand sanitary sewer services consistent with adopted Regional Sewer Service Plans.
5. Adopt flexible zoning regulations such as Planned Unit Developments (PUD) and Traditional Neighborhood Developments (TND) to permit higher densities and a mix of housing types.
6. Adopt inclusionary zoning provisions, such as higher density allowances and a waiver or modification of other development standards where certain set-asides are made for affordable housing for moderate and low-income families.

7. Amend design regulations to promote flexibility in development and construction costs.

**b. Impediment #2: Lack of Fair Housing Knowledge**

1. Attend a fair housing seminar or educational opportunity.
2. Provide education or training for rental property owners and managers on the requirements of the Fair Housing Act, the definitions of protected classes, discriminatory practices, and potential consequences for non-compliance.

**c. Impediment #3: Imbalance Between Job Centers and Affordable Housing Options**

1. Encourage the development of new affordable and/or mixed-income housing near job centers by offering density bonuses, fee waivers or other incentives.

**d. Impediment #4: NIMBY/Prejudiced Attitudes**

1. Develop and integrate appropriate diversity awareness information into staff and organizational development training.
2. Create and disseminate information regarding what affordable, workforce and mixed-income housing is and what economic benefits they offer to your community, via printed materials, training sessions, website education or other methods.
3. Participate in regional housing initiatives and collaborative efforts.

**e. Impediment #5: Limited Housing Options for People with Disabilities and the Aging Population**

1. Prioritize public funding for housing developments that address the needs of people with disabilities or the elderly.
2. Adopt or promote construction design concepts such as universal design (UD) and Visit-ability standards and features in all new

housing, including consideration of providing density bonuses or other incentives to encourage such housing.

- H. Municipality, as a cooperating unit of general local government, attests that it has adopted and is enforcing:
- a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

## SECTION 5– HOME PROGRAM ADMINISTRATION

### A. DEFINITIONS

- a. “Member” means a unit of local government or a county representing townships which signs this Agreement or a substantially similar agreement, and therefore is a member of the HOME Consortium organized to carry out eligible activities under the HOME Program.
- b. “Representative Member” means the unit of local government which acts as a representative of all Members for the purposes of this Agreement. The Representative Member shall assume responsibility for ensuring that the Consortium’s HOME Program is carried out in compliance with the requirements of 24 CFR Part 92 and 01 , the requirements of 24 CFR § 92.350 (a) (5) , and the requirements of the Consolidated Housing and Community Development Plan.
- c. Waukesha County shall be the Representative Member and shall carry out all necessary overall responsibilities for the HOME Consortium, with the cooperation of all Members, consistent with the HOME Program regulations. Waukesha County may elect with the approval of the HOME Board through a Request for Proposal designate a portion of Administration funds to another entity to administer specific HOME programs.
- d. Each Member shall submit in a timely manner to the Representative Member all information necessary for participation in the HOME Consortium. This includes, but is not limited to, all information necessary for the Consolidated



Plan, the program description and certifications (24 CFR § 92.150), written agreements executed with subrecipients, and performance reports.

- e. Each Member of the HOME Consortium shall start the HOME Program years on January 1<sup>st</sup> of each qualified year.
- f. Each participating county shall have not less than a three person representation on the HOME Board appointed by the county executive or county board chairman. Each participating county may also designate one alternative member. Representative Member, as the lead agent, with the approval of the HOME Board, is authorized to amend the HOME Consortium Agreement on behalf of the entire HOME Consortium to add new members to the HOME Consortium.

#### SECTION 6 – RESTRICTIONS

- A. Neither County nor Municipality shall have a veto or other restrictive power which would in any way limit the cooperation of the Parties to this Agreement or obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement.
- B. Municipality may not receive an individual formula allocation under the HOME Program except through the HOME Consortium created by this Agreement, regardless of whether Consortium receives a HOME formula allocation in a particular year.

#### SECTION 7 – DURATION OF THIS AGREEMENT

- A. The term of this Agreement commences the date of execution and is in force for Federal fiscal years 2014, 2015 and 2016 and for such additional time as may be required for the expenditure of program income received and of funds granted through The Act and NAHA to County for such period, as defined by HUD regulations and included within HUD Notice CPD 05-01. Municipality shall not have the opportunity to terminate or withdraw from this Agreement during the period that this Agreement is in effect. This Agreement shall be in effect until the CDBG and HOME funds and program income received with respect to activities carried out during Federal fiscal years 2014, 2015 and 2016 are expended and the funded activities completed.
- B. This Agreement, in accordance with Federal regulations, provides for an automatic renewal for each successive three-year qualification period provided that the County notifies each participating unit of general local government in writing of its right not to

participate for the successive three-year qualification period by the date specified in HUD's urban county qualification notice for the next qualification period. A Municipality electing to opt-out of a successive qualification period must notify the County in writing.

- C. Municipality and County agree to adopt any amendment to this Agreement incorporating the changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period. Failure to adopt, execute and submit amendment requirements will void the automatic renewal provision for such qualification period.

This Agreement is executed by the respective Parties as Members of a HOME Consortium partnership. In so doing, all existing municipalities and governing bodies are agreeing to participate under the terms of the HOME Consortium partnership with any other municipality or governing body which has joined or subsequently joins the partnership.

The terms and provisions of this Agreement are fully authorized under state and local law and that this Agreement provides full legal authority for the signatory parties to undertake or assist in undertaking HOME Program Consortium activities.

County and Municipality have authorized this Agreement and attest that this Agreement is executed by the chief executive officer of each entity.

By: Robert H. Thompson  
Print Name ROBERT THOMPSON  
Title MAYOR

Date: 11-5-15

By: \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

**SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY**

RD  
1009  
11/6/2015  
Received  
# 31597

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of:  Town  Village  City of Waterloo County of JEFFERSON

The undersigned duly authorized officer(s)/members/managers of DOLGENCORP LLC  
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as DOLLAR GENERAL STORE #15975  
(trade name)

located at 200 ANN ST, WATERLOO, WI 53594

appoints CHRISTINE<sup>M</sup> PETITT (ENGELHARDT)  
(name of appointed agent)  
204 KELVINGTON DR. SUN PRAIRIE WI 53590  
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes  No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).  
DOLGENCORP LLC - LAKE MILLS, WI

Is applicant agent subject to completion of the responsible beverage server training course?  Yes  No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 40 years

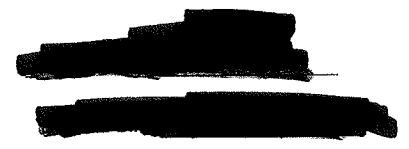
Place of residence last year 204 KELVINGTON DR. SUN PRAIRIE WI 53590

For: \_\_\_\_\_  
(name of corporation/organization/limited liability company)  
By: \_\_\_\_\_  
(signature of Officer/Member/Manager)  
And: \_\_\_\_\_  
(signature of Officer/Member/Manager)

**ACCEPTANCE BY AGENT**  
I, CHRISTINE<sup>M</sup> PETITT (ENGELHARDT), hereby accept this appointment as agent for the  
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Christine Petitt (Engelhardt) 11/6/15  
(signature of agent) (date)  
204 Kelvington Dr. Sun Prairie WI 53590  
(home address of agent)



**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY  
(Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 11-11-2015 by James P. Johnson Title Chief  
(date) (signature of proper local official) (town chair, village president, police chief)

**DOLLAR GENERAL**

Dollar General Corporation  
100 Mission Ridge  
Goodlettsville, TN 37072

October 8, 2015

**City of Waterloo**  
**136 N Monroe Street**  
**Waterloo, WI 53594**

**RE: Dollar General Store #15975 – Appointment of Successor Agent Notification**

To Whom It May Concern,

Please accept this letter as notice for the appointment of a new Agent for Dollar General Store #15975. The previous Agent, Troy Becker, has stepped down from the District Manager position. Chris Pettit has taken over the role as the new District Manager for the store mentioned and will become the new Agent of the licensed store.

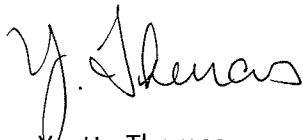
**Dollar General Store #15975**  
**200 Ann Street**  
**Waterloo, WI 53594-1167**

**Seller's Permit #456-0000208845-05**

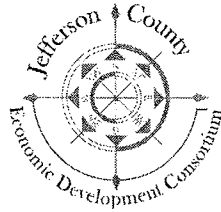
If you have any questions, please feel free to contact Yvette Thomas, Licensing Coordinator, at (615) 855-5659.

Thank you for your assistance.

Sincerely,



Yvette Thomas  
Dollar General Corporation  
Licensing Coordinator – Regulated Products  
Phone: (615) 855-5659  
Email: ythomas@dollargeneral.com



## **JCEDC/COMMUNITY NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (“Agreement”) is made as of the date on which both the City of Waterloo, Wisconsin (“Municipality”) and the Jefferson County Economic Development Consortium (the “Consortium”) have signed below (the “Effective Date”). Municipality and the Consortium will also be referred to, individually, as a “party” or, collectively, “the parties.”

1. For purposes of this Agreement, “Confidential Information” means all information or material relating to the business attraction, retention, or expansion projects within Municipality and conveyed by Municipality to the Consortium in written form, through online shared economic development tools, or through discussions that is confidential, proprietary or a trade secret as defined by Wis. Stat. § 134.90(1)(c).
2. Municipality understands that the Consortium may be considered a public entity subject to the Wisconsin Public Records Law, Wis. Stat. § 19.31 et seq. (“WPRL”), and that any business attraction, retention, or expansion project records transmitted to the Consortium or its staff may potentially be considered “records” subject to the WPRL. Municipality further understands that there may be exceptions under the WPRL which exempt Municipality’s records from disclosure, such as trade secrets as defined by Wis. Stat. § 134.90(1)(c). Municipality understands and agrees that when transmitting Confidential Information to the Consortium staff, Municipality shall be responsible for identifying information that it believes is not subject to disclosure under the WPRL including, but not limited to, clearly marking Confidential Information as “CONFIDENTIAL” where applicable.
3. Municipality has represented to the Consortium that (i) Municipality would suffer a substantial competitive disadvantage and irreparable harm to the Municipality if Confidential Information pertaining to business attraction, retention, or expansion projects were to become available to the public, generally, and to its community competitors, specifically; (ii) Municipality has taken steps (including marking the Confidential Information as “Confidential” and taking measures, such as requiring confidentiality agreements from any other recipients thereof) to insure that the Confidential Information remains confidential in the hands of the Consortium staff; and (iii) Municipality does not in the ordinary course provide the Confidential Information to any person without first identifying its substantial and legitimate concerns regarding preservation of confidentiality thereof. Municipality believes that the Confidential Information constitutes confidential business attraction, retention, or expansion project information that would, under current law, be potentially exempt from release by the Consortium staff under the WPRL and that the public’s interests in confidentiality and nondisclosure of the Confidential Information serves legitimate public interests that would, under current law, outweigh the public’s interests in disclosure and thereby favor nondisclosure by the Consortium staff under the WPRL.

In light of the foregoing, Municipality has requested, and the Consortium staff have agreed, that all requests for records under the WPRL relating to a project where Municipality has been identified as the Project Lead shall be directed to Municipality for a response. The economic development Consortium member for the community in which a particular project is located is responsible as the "custodian" and "Project Manager" of all digital and written records in relation to that economic development project.

4. The Consortium staff shall not use the Confidential Information other than in connection with the purposes contemplated by this Agreement and relating to the business and economic development discussions between the parties.
5. Except as provided in Paragraph 7, the Consortium shall limit access to the Confidential Information solely to its employees and to individuals who Municipality authorizes Consortium staff to disclose the Confidential Information.
6. Except as provided in Paragraph 7, the Consortium shall not copy or reproduce, in whole or in part, any Confidential Information, except for its own use, without written authorization of Municipality.
7. The Consortium may disclose Confidential Information to the extent required by an order of a court, administrative Council or other governmental body; by any law, including Wisconsin's Public Records Law, Wis. Stat. § 19.31 et seq., rule or regulation; or by subpoena, summons or other administrative or legal process provided, however, that Consortium staff will forward a WPRL request to Municipality for a response as provided in Paragraph 3 when the requested records relate to a project where Municipality has been identified as the Project Lead.
8. Municipality agrees that the Consortium shall have no obligation with respect to any information which (a) is now or hereafter becomes publicly known without breach of this Agreement; (b) is disclosed to the Consortium by a third party that is legally entitled to disclose such information; (c) is known by the Consortium prior to its receipt of the information; or (d) is disclosed with Municipality's written consent.
9. The failure of either party to insist upon strict performance of the provisions contained in this Agreement shall not constitute a waiver of its rights as set forth in this Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other party of any of the terms or conditions of this Agreement.
10. This Agreement and all matters relating to it shall be governed by and construed in accordance with the laws of the State of Wisconsin.
11. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other oral and written representations, understandings or agreements relating to the subject matter, and may not be amended except by a written agreement signed by the parties.
12. This Agreement terminates on the date the Municipality is no longer a member of the Consortium provided, however, that the duty to maintain confidentiality hereunder shall survive for a period of two years following termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

**Jefferson County Economic Development Consortium**

By: Jefferson County Director  
Name Title

Date: 11/3/2015

**MUNICIPALITY: CITY OF WATERLOO, WISCONSIN**

By: John H. Stumpner MAYOR  
Name Title

Date: 11-3-15





## Authorized Local Economic Development Partner Nondisclosure Agreement

This Nondisclosure Agreement (the "Agreement") is entered into by and between Jefferson County Economic Development Consortium (JCEDC), the JCEDC Community Representative of [Municipal Name] and [Authorized Local Economic Development Partner Name], for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below.

- 1. Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include all economic development business attraction, expansion, or retention project information or material in written form, through online shared economic development tools, or through discussions that is confidential, proprietary or a trade secret as defined by Wis. Stat. § 134.90(1)(c).
- 2. Exclusions from Confidential Information.** All of [Authorized Economic Development Partner Name]'s obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of other authorized economic development team members, or (b) is disclosed by the Project Manager with written approval.
- 3. Obligations of Authorized Economic Development Partners.** In light of the foregoing, Municipality has requested, and the [Authorized Economic Development Partner Name] has agreed, that all requests for records under the WPRL relating to a project where Municipality has been identified as the Project Lead shall be directed to Municipality for a response. The economic development Consortium member for the community in which a particular project is located is responsible as the "custodian" and "Project Manager" of all digital and written records in relation to that economic development project. [Authorized Economic Development Partner Name] shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of Project Managers. Authorized Partners shall not, without prior written approval from the corresponding Project Manager, publish, copy, or otherwise disclose to others, or permit the use by others any Confidential Information.

**4. Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and [Authorized Economic Development Partner Name]'s duty to hold Confidential Information in confidence shall remain in effect for a period of two years following completion of an economic development project or until a Project Manager sends [Authorized Economic Development Partner Name] written authorization to disclose the Confidential Information, whichever occurs first. Notwithstanding the foregoing, [Authorized Economic Development Partner Name] may disclose Confidential Information as required by law.

**5. Relationships.** Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture.

**6. Severability.** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted to effectuate the intent of the parties.

**7. Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

**8. Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

**JEFFERSON COUNTY ECONOMIC DEVELOPMENT CONSORTIUM:**

By: \_\_\_\_\_  
Name Title Date

**MUNICIPALITY:**

By: John H. Stump Mayor 11-3-15  
Name Title Date

**AUTHORIZED ECONOMIC DEVELOPMENT PARTNER:**

By: \_\_\_\_\_  
Name Title Date