

MEETING NOTICE

**Whitewater University Technology Park Board Meeting
8:00am on Thursday 27 February 2014
Whitewater University Technology Park Innovation Center
1221 Innovation Drive, Whitewater, WI 53190**

AGENDA

1. Call to Order [Telfer]
2. Approval of Minutes of 19 December 2013 and 30 January 2014 Meetings [Telfer] ATTACHED
3. Review/Acceptance of December 2013 and January 2014 Financial Reports [Clapper] ATTACHED
4. Revised Innovation Center Conference Room Reservation Form, Rules, and Rates [Ehlen] ATTACHED
5. Review/Discuss Proposed Revisions to Non-disclosure Agreement and Code of Conduct [Ehlen] ATTACHED
6. Innovation Center Facility Updates / Issues [Clapper and Ehlen]
7. Whitewater Incubation Program (WhIP) Updates [Ehlen]
8. Future Agenda Items [All]
9. "Adjourn to Closed Session per Wisconsin Statute 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session." Items to be discussed:
 - A. Update on Prospective Clients/Tenants [Ehlen, Gayhart, and Cannon]
10. Future Meeting Dates: Spring 2014 meetings will occur from 8:00 am to 10:00 am on the fourth Thursday of each month—March 27, April 24, and May 22. [Telfer]
11. Adjournment [Telfer]

VIRTUAL PARTICIPATION INSTRUCTIONS

Topic: WJTP Board Meeting

Date: Thursday, February 27, 2014

Time: 7:45 am, Central Standard Time (Chicago, GMT-06:00)

Meeting Number: 803 757 750

Meeting Password: (This meeting does not require a password.)

To join the online meeting (Now from mobile devices!)

1. Go to <https://www.webex.com/uj.php?ED=294800307&UID=1766943397&RT=MiM3>
2. If requested, enter your name and email address.
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To view in other time zones or languages, please click the link:

<https://www.webex.com/uj.php?ED=294800307&UID=1766943397&ORT=MiM3>

To join the audio conference only

To receive a call back, provide your phone number when you join the meeting, or call the number below and enter the access code.

US TOLL FREE: +1-855-749-4750

US TOLL: +1-415-655-0001

Toll-free dialing restrictions: http://www.webex.com/pdf/tollfree_restrictions.pdf

Access code:803 757 750

For assistance

1. Go to <https://www.webex.com/ujw/mc>
2. On the left navigation bar, click "Support".

You can contact me at:

ehlend@uww.edu

To add this meeting to your calendar program (for example Microsoft Outlook), click this link:

<https://www.webex.com/uj.php?MTID=mbc738b509c920b029ef0f29d350ef207>

The playback of UCF (Universal Communications Format) rich media files requires appropriate players. To view this type of rich media files in the meeting, please check whether you have the players installed on your computer by going to <https://www.webex.com/ujw/systemdiagnosis.php>.

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IMPORTANT NOTICE: This WebEx service includes a feature that allows audio and any documents and other materials exchanged or viewed during the session to be recorded. By joining this session, you automatically consent to such recordings. If you do not consent to the recording, discuss your concerns with the meeting host prior to the start of the recording or do not join the session. Please note that any such recordings may be subject to discovery in the event of litigation.

MEETING MINUTES

Whitewater University Technology Park Board Meeting
9:00am on Thursday 19 December 2013
Whitewater University Technology Park Innovation Center
1221 Innovation Drive, Whitewater, WI 53190

PRESENT: Stephanie Abbott, Kevin Brunner, John Chenoweth, Cameron Clapper (arrived at 10:11am), Jessica Menke, Jeff Knight, Bud Gayhart, Richard Moyse, and Richard Telfer

GUESTS: Pat Cannon, Denise Ehlen, and Beverly Kopper

1. **Call to Order:** Telfer called the meeting to order at 9:03am.
2. **Approval of Minutes of 21 November 2013 Meeting:** Chenoweth/Gayhart moved to approve the minutes. Unanimous.
3. **Review/Acceptance of November 2013 Financial Reports:** Knight/Gayhart moved to accept the Financial Reports. The motion was approved by unanimous vote. The Board instructs Saubert to make the 2013 payment this fiscal year as long as it does not create a cash flow issue. The Board respectfully requests that Cannon and Saubert complete forecasting and report to the Board in January.
4. **2014 Innovation Center / Whitewater Incubation Program Budget:** The Board discussed the proposed budget. Knight/Abbott moved to adopt the new budget. The motion was approved by unanimous vote.
5. **Capital Catalyst Fund Update:** Knight reported that the phase I Capital Catalyst Fund (\$300,000) has been exhausted. Knight provided an update on phase II funding (request and mechanism for making equity investments).
6. **Review/Discuss Non-disclosure Agreement and Code of Conduct:** Ehlen hopes to bring revisions to the January meeting to accommodate feedback from the Community Development Authority.
7. **Innovation Center Facility Updates / Issues:** Ehlen provided an update on the iButtonLink remodeling project.
8. **Whitewater Incubation Program (WhIP) Updates:** Ehlen thanked the Board for their support at the Innovators' Showcase. Ehlen reported plans were progressing on revising the programs for launch in spring 2014. Updates will be provided at (a) future meeting(s).
9. **Strategic Priorities and Development and Plan Updates**
 - A. Marketing Plan/Strategy Update—Technology Park, Business Park, and Innovation Center: Ehlen and Cannon will seek two additional proposals for marketing and will present three proposals to the Board at a future meeting.
 - B. Policy and Procedure Updates: Ehlen sought feedback on the rental rate for the Atrium/Conference Room 105A/B. The Board recommended proceeding with the \$350 posted rate and reducing the number of exceptions.
10. **Fiber Update:** Cannon reported that the City/Community Development Authority have no updates to report. Chenoweth will follow up with Elena Pokot/WIN to review options for Innovation Center and Technology Park Fiber.
11. **Accelerator Update:** Gayhart recommended the Board review funding options for a new building and/or expansion. Chenoweth suggested the Board seek a cost estimate for expanding the building. Gayhart suggested the Board seek a cost estimate for a new building. Knight suggested General Capital be invited to a Board meeting to discuss funding/construction options.

12. Future Agenda Items:

- A. The Board will review/discuss revenue projects within the context of current occupancy rates.
- B. Invite General Capital Group to a spring 2014 meeting (see 11 above).

13. **“Adjourn to Closed Session Not to Reconvene per Wisconsin Statute 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.”** Moyse/Abbott moved to enter closed session. Telfer called for a roll call vote.

Stephanie Abbott: Aye, John Chenoweth: Aye, Cameron Clapper: Aye, Jessica Menke: Aye, Richard Moyse: Aye, Jeff Knight: Aye, Bud Gayhart: Aye, and Richard Telfer: Aye.

- A. Update on Prospective Clients/Tenants: Ehlen provided an update on prospective tenants/clients. Cannon provided an update on Capital Catalyst Funding for an Innovation Center client and Bomboard, who is interested in constructing a building in the Business Park.
- B. Update on/Discussion of Current Clients/Tenants and Center IT Infrastructure: Ehlen and Chenoweth will provide an update at a spring 2014 meeting.

Knight/Chenoweth moved to reconvene in open session. Telfer called for a roll call vote.

Stephanie Abbott: Aye, John Chenoweth: Aye, Cameron Clapper: Aye, Jessica Menke: Aye, Richard Moyse: Aye, Jeff Knight: Aye, Bud Gayhart: Aye, and Richard Telfer: Aye.

14. **Future Meeting Dates:** Spring 2014 meetings will occur from 8:00 am to 10:00 am on the fourth Thursday of each month—January 23, February 27, March 27, April 24, and May 22.

15. **Adjournment:** The meeting was adjourned by consensus at 9:56 am.

Respectfully submitted,
Denise Ehlen for Cameron Clapper
Secretary of the Whitewater University Technology Park Board

MINUTES

**Whitewater University Technology Park Board Meeting
8:00am on Thursday 30 January 2014
Whitewater University Technology Park Innovation Center
1221 Innovation Drive, Whitewater, WI 53190**

PRESENT: Stephanie Abbott, Kevin Brunner, John Chenoweth, Cameron Clapper, Jessica Menke (by Webex), Jeff Knight, Bud Gayhart, and Beverly Kopper

GUESTS: Pat Cannon, Denise Ehlen, Roger Gerndt, and Nate Parrish

1. **Call to Order:** Kopper called the meeting to order at 8:03 am. Notice/posting issues were discussed. It was agreed that the meeting would be held with all action items deferred until the February meeting.
2. **Approval of Minutes of 19 December 2013 Meeting:** Kopper presented the minutes for edits. Approval of the minutes will be deferred until the February meeting due to notice/posting issues.
3. **Review/Acceptance of December 2013 Financial Reports:** Clapper and Saubert presented the December financials. The Board discussed/recommended payment on the PILOT, not to exceed \$60,000. Approval of the financial reports will be deferred until the February meeting due to notice/posting delays.
4. **Revised 2014 Innovation Center Budget:** Clapper and Saubert presented the revised 2014 Innovation Center budget. Saubert noted that an additional \$5,000 was added as a City contribution for insurance purposes. Saubert provided an overview of the recent insurance assessment. The final valuation has not been released.
5. **Capital Catalyst Fund Update:** Knight and Cannon indicated a letter of intent has been executed with the WEDC. Knight anticipates the final decision should be made and contract extended in February. Knight expects the WEDC will provide \$250,000 for the next round that will be matched by the CDA. The amount of funding available for grants would be \$83,000. The maximum grant amount would also be increased to \$25,000.
6. **Non-disclosure Agreement and Code of Conduct:** Ehlen continues to work with Cannon to obtain feedback from the CDA attorney so that the documents may be revised to accommodate the CDA concerns, for presentation to the Board for consideration.
7. **Innovation Center Facility Updates / Issues:** Clapper and Ehlen provided an overview of the key facility updates (HVAC, elevator service, mats, conference room usage, and cleaning).
8. **Whitewater Incubation Program (WhIP) Updates:** Ehlen provided an update on applications to the Launch Pad and iHub programs. Selections should be made prior to the next Board meeting. Ehlen will provide client profiles at an upcoming meeting.
9. **Strategic Priorities and Development and Plan Updates:**
 - A. Marketing Plan/Strategy Update—Technology Park, Business Park, and Innovation Center: Ehlen, Cannon, and Gayhart provided an overview of current marketing strategies. Brunner and Knight suggested that community-based events/outreach would be a valuable addition to marketing and promotion activities.
 - B. Policy and Procedure Updates: Ehlen continues to revise the conference room usage policies and rates and continues to negotiate new terms with key user(s). Ehlen will provide an update at a future meeting.
10. **Fiber Update:** Cannon reported that he met with Chenoweth to conduct a comprehensive study to inform a community-wide fiber plan/strategy. Ehlen reported that she and Chenoweth met with Elena Pokot, the

University of Wisconsin-Whitewater CIO, to discuss fiber issues. Ehlen, Chenoweth, and Pokot developed a list of key considerations and questions for WIN that Ehlen sent to the key point of contact. Ehlen will provide an update when a response is received. Clapper also discussed community fiber issues that are being researched and developed.

11. **Accelerator Update:** Gayhart indicated he discussed the accelerator with a developer. Gayhart will continue to provide updates. Cannon spoke with a developer in Milwaukee who indicated that if 50% of a facility were pre-leased, he would be interested “building” the new facility.
12. **501(c)(3) Status:** Clapper and Ehlen provided an overview of the recent filing to reinstate the Board’s 501(c)(3) status. A process has been developed to ensure prompt response to future filings.
13. **Future Agenda Items:** Knight asked the Chancellor to provide an overview of Systemwide economic development funding that might be leveraged to support the Board, Technology Park, and/or Innovation Center.
 - a. **“Adjourn to Closed Session Not to Reconvene per Wisconsin Statute 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.”** Items to be discussed:

Clapper/Gayhart moved to enter closed session. Kopper called for a roll call vote.

Kevin Brunner: Aye, John Chenoweth: Aye, Cameron Clapper: Aye, Jessica Menke: Aye, Jeff Knight: Aye, Bud Gayhart: Aye, and Beverly Kopper: Aye.

- a. Update on Prospective Clients/Tenants: Ehlen and Knight provided an overview of recent prospects for the Innovation Center and the Technology Park.
- b. Update on/Discussion of Current Clients/Tenants and Center IT Infrastructure: Ehlen and Chenoweth provided an overview on IT infrastructure issues.

Knight/Chenoweth moved to reconvene in open session. Kopper called for a roll call vote.

Kevin Brunner: Aye, John Chenoweth: Aye, Cameron Clapper: Aye, Jessica Menke: Aye, Jeff Knight: Aye, Bud Gayhart: Aye, and Beverly Kopper: Aye.

- b. **Future Meeting Dates:** Spring 2014 meetings will occur from 8:00 am to 10:00 am on the fourth Thursday of each month—February 27, March 27, April 24, and May 22.
- c. **Adjournment:** Kopper adjourned the meeting at 9:17am.

Respectfully submitted,
Denise Ehlen for Cameron Clapper
Secretary of the Whitewater University Technology Park Board

CITY OF WHITEWATER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

INNOVATION CTR-OPERATIONS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET	
<u>MISCELLANEOUS REVENUE</u>						
920-48100-56	INTEREST INCOME	.00	.00	50.00	50.00	.0
920-48300-56	ENERGY INCOME-SOLAR	.00	7,681.53	.00 (	7,681.53)	.0
920-48410-56	DONATIONS-DROULLARD MEMORIAL	.00	1,405.00	.00 (	1,405.00)	.0
920-48610-56	MEDIA-SHARING-SUITES	.00	.00	6,000.00	6,000.00	.0
920-48620-56	FACILITY RENTAL REVENUE	.00	675.00	2,500.00	1,825.00	27.0
920-48631-56	RENT-CESA #2	.00	78,000.00	78,000.00	.00	100.0
920-48632-56	RENT-JEDI	855.00	11,115.00	10,260.00 (	855.00)	108.3
920-48633-56	RENT-BLACKTHORNE CAPITAL LLC	4,312.00	49,688.00	44,430.00 (	5,258.00)	111.8
	TOTAL MISCELLANEOUS REVENUE	5,167.00	148,564.53	141,240.00 (	7,324.53)	105.2
<u>OTHER FINANCING SOURCES</u>						
920-49200-56	IN-KIND-REV-CITY-INSURANCE	.00	.00	3,600.00	3,600.00	.0
920-49202-56	IN-KIND-CITY-FINANCE/ADMIN	667.00	8,004.00	8,000.00 (	4.00)	100.1
920-49205-56	IN-KIND-CITY-GROUNDS-DPW	667.00	8,004.00	8,000.00 (	4.00)	100.1
920-49215-56	IN-KIND-CITY-BUILDING MAINT.	667.00	8,004.00	8,000.00 (	4.00)	100.1
920-49300-56	FUND BALANCE APPLIED	.00	.00	56,295.00	56,295.00	.0
920-49410-56	I-K-REV-UNIV-MANAGER SUPPORT	19,127.00	408,839.00	535,000.00	126,161.00	76.4
920-49415-56	I-K-REV-UNIV-TECH SUPPORT	2,565.00	11,802.00	27,000.00	15,198.00	43.7
	TOTAL OTHER FINANCING SOURCES	23,693.00	444,653.00	645,895.00	201,242.00	68.8
	TOTAL FUND REVENUE	28,860.00	593,217.53	787,135.00	193,917.47	75.4

CITY OF WHITEWATER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2013

INNOVATION CTR-OPERATIONS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>INNOVATION CENTER</u>					
920-56500-215	.00	30.00	500.00	470.00	6.0
920-56500-221	373.73	4,101.72	4,000.00	(101.72)	102.5
920-56500-222	5,685.60	54,178.49	43,000.00	(11,178.49)	126.0
920-56500-225	254.38	2,790.74	3,000.00	209.26	93.0
920-56500-226	115.99	1,302.04	1,020.00	(282.04)	127.7
920-56500-243	.00	2,100.00	4,200.00	2,100.00	50.0
920-56500-245	.00	1,875.73	3,059.00	1,183.27	61.3
920-56500-246	1,500.00	8,268.07	8,073.00	(195.07)	102.4
920-56500-250	2,931.79	8,117.05	16,320.00	8,202.95	49.7
920-56500-294	1,180.00	7,360.00	5,600.00	(1,760.00)	131.4
920-56500-310	.00	.00	380.00	380.00	.0
920-56500-323	.00	.00	14,169.00	14,169.00	.0
920-56500-341	.00	275.00	1,714.00	1,439.00	16.0
920-56500-500	.00	4,258.51	3,600.00	(658.51)	118.3
920-56500-502	667.00	8,004.00	8,000.00	(4.00)	100.1
920-56500-505	667.00	8,004.00	8,000.00	(4.00)	100.1
920-56500-515	667.00	8,004.00	8,000.00	(4.00)	100.1
920-56500-520	19,127.00	408,839.00	535,000.00	126,161.00	76.4
920-56500-530	2,565.00	11,802.00	27,000.00	15,198.00	43.7
920-56500-650	3,500.00	42,000.00	92,500.00	50,500.00	45.4
TOTAL INNOVATION CENTER	39,234.49	581,310.35	787,135.00	205,824.65	73.9
TOTAL FUND EXPENDITURES	39,234.49	581,310.35	787,135.00	205,824.65	73.9
NET REVENUE OVER EXPENDITURES	(10,374.49)	11,907.18	.00	(11,907.18)	.0

**CITY OF WHITEWATER
BALANCE SHEET
DECEMBER 31, 2013**

INNOVATION CTR-OPERATIONS

		BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>ASSETS</u>					
920-11100	CASH	61,910.26	(6,874.49)	24,712.81	86,623.07
920-11300	INVESTMENTS	.00	.00	7,130.00	7,130.00
920-13180	A/R-FACILITY RENTAL	200.00	.00	(200.00)	.00
TOTAL ASSETS		62,110.26	(6,874.49)	31,642.81	93,753.07
<u>LIABILITIES AND EQUITY</u>					
<u>LIABILITIES</u>					
920-21100	VOUCHERS PAYABLE	2,989.37	.00	(2,989.37)	.00
920-25401	DUE TO TID #4	42,000.00	3,500.00	22,000.00	64,000.00
TOTAL LIABILITIES		44,989.37	3,500.00	19,010.63	64,000.00
<u>FUND EQUITY</u>					
920-34300	FUND BALANCE	17,120.89	.00	725.00	17,845.89
UNAPPROPRIATED FUND BALANCE:					
REVENUE OVER EXPENDITURES - YTD		.00	(10,374.49)	11,907.18	11,907.18
BALANCE - CURRENT DATE		.00	(10,374.49)	11,907.18	11,907.18
TOTAL FUND EQUITY		17,120.89	(10,374.49)	12,632.18	29,753.07
TOTAL LIABILITIES AND EQUITY		62,110.26	(6,874.49)	31,642.81	93,753.07

CITY OF WHITEWATER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2014

INNOVATION CTR-OPERATIONS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET	
<u>MISCELLANEOUS REVENUE</u>						
920-48610-56	MEDIA-SHARING-SUITES	.00	.00	1,000.00	1,000.00	.0
920-48620-56	FACILITY RENTAL REVENUE	587.50	587.50	1,000.00	412.50	58.8
920-48631-56	RENT-CESA #2	6,500.00	6,500.00	80,500.00	74,000.00	8.1
920-48632-56	RENT-JEDI	.00	.00	10,510.00	10,510.00	.0
920-48633-56	RENT-BLACKTHORNE CAPITAL LLC	4,312.00	4,312.00	52,344.00	48,032.00	8.2
920-48636-56	RENT-I-BUTTON	.00	.00	20,312.00	20,312.00	.0
	TOTAL MISCELLANEOUS REVENUE	11,399.50	11,399.50	165,666.00	154,266.50	6.9
<u>OTHER FINANCING SOURCES</u>						
920-49200-56	IN-KIND-REV-CITY-INSURANCE	.00	.00	5,100.00	5,100.00	.0
920-49202-56	IN-KIND-CITY-FINANCE/ADMIN	667.00	667.00	8,004.00	7,337.00	8.3
920-49205-56	IN-KIND-CITY-GROUNDS-DPW	667.00	667.00	8,004.00	7,337.00	8.3
920-49215-56	IN-KIND-CITY-BUILDING MAINT.	667.00	667.00	34,004.00	33,337.00	2.0
920-49300-56	FUND BALANCE APPLIED	.00	.00	42,984.00	42,984.00	.0
920-49410-56	I-K-REV-UNIV-MANAGER SUPPORT	85,512.31	85,512.31	540,574.00	455,061.69	15.8
	TOTAL OTHER FINANCING SOURCES	87,513.31	87,513.31	638,670.00	551,156.69	13.7
	TOTAL FUND REVENUE	98,912.81	98,912.81	804,336.00	705,423.19	12.3

CITY OF WHITEWATER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JANUARY 31, 2014

INNOVATION CTR-OPERATIONS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>INNOVATION CENTER</u>					
920-56500-215	.00	.00	2,200.00	2,200.00	.0
920-56500-221	.00	.00	4,100.00	4,100.00	.0
920-56500-222	6,778.45	6,778.45	54,000.00	47,221.55	12.6
920-56500-225	.00	.00	3,000.00	3,000.00	.0
920-56500-226	.00	.00	1,350.00	1,350.00	.0
920-56500-243	.00	.00	4,200.00	4,200.00	.0
920-56500-245	.00	.00	4,000.00	4,000.00	.0
920-56500-246	.00	.00	9,000.00	9,000.00	.0
920-56500-250	.00	.00	7,500.00	7,500.00	.0
920-56500-294	.00	.00	7,000.00	7,000.00	.0
920-56500-323	.00	.00	14,000.00	14,000.00	.0
920-56500-341	.00	.00	500.00	500.00	.0
920-56500-500	.00	.00	10,400.00	10,400.00	.0
920-56500-502	667.00	667.00	8,004.00	7,337.00	8.3
920-56500-505	667.00	667.00	8,004.00	7,337.00	8.3
920-56500-515	667.00	667.00	8,004.00	7,337.00	8.3
920-56500-520	85,512.31	85,512.31	540,574.00	455,061.69	15.8
920-56500-530	.00	.00	26,000.00	26,000.00	.0
920-56500-650	4,000.00	4,000.00	92,500.00	88,500.00	4.3
TOTAL INNOVATION CENTER	98,291.76	98,291.76	804,336.00	706,044.24	12.2
TOTAL FUND EXPENDITURES	98,291.76	98,291.76	804,336.00	706,044.24	12.2
NET REVENUE OVER EXPENDITURES	621.05	621.05	.00	(621.05)	.0

**CITY OF WHITEWATER
BALANCE SHEET
JANUARY 31, 2014**

INNOVATION CTR-OPERATIONS

		BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>ASSETS</u>					
920-11100	CASH	86,623.07	(37,809.39)	(37,809.39)	48,813.68
920-11300	INVESTMENTS	7,130.00	.00	.00	7,130.00
TOTAL ASSETS		93,753.07	(37,809.39)	(37,809.39)	55,943.68
<u>LIABILITIES AND EQUITY</u>					
<u>LIABILITIES</u>					
920-21100	VOUCHERS PAYABLE	3,774.29	(2,430.44)	(2,430.44)	1,343.85
920-25401	DUE TO TID #4	64,000.00	(36,000.00)	(36,000.00)	28,000.00
TOTAL LIABILITIES		67,774.29	(38,430.44)	(38,430.44)	29,343.85
<u>FUND EQUITY</u>					
920-34300	FUND BALANCE	25,978.78	.00	.00	25,978.78
UNAPPROPRIATED FUND BALANCE:					
REVENUE OVER EXPENDITURES - YTD		.00	621.05	621.05	621.05
BALANCE - CURRENT DATE		.00	621.05	621.05	621.05
TOTAL FUND EQUITY		25,978.78	621.05	621.05	26,599.83
TOTAL LIABILITIES AND EQUITY		93,753.07	(37,809.39)	(37,809.39)	55,943.68

ROOM RESERVATION REQUEST FORM

Event Title*: _____

Person Requesting Booking*: _____

Company Name*: _____

Phone/Ext. *: _____

Date Requested*: _____

Contact Email: _____

Reservations must be held during regular business hours (8:00 AM – 5:00 PM), so allow time for set and cleanup.

Setup Date/Time: _____

Catering: Y _____ N _____ Name of Caterer _____

Event Start Date/Time*: _____

Cleanup Date/Time: _____

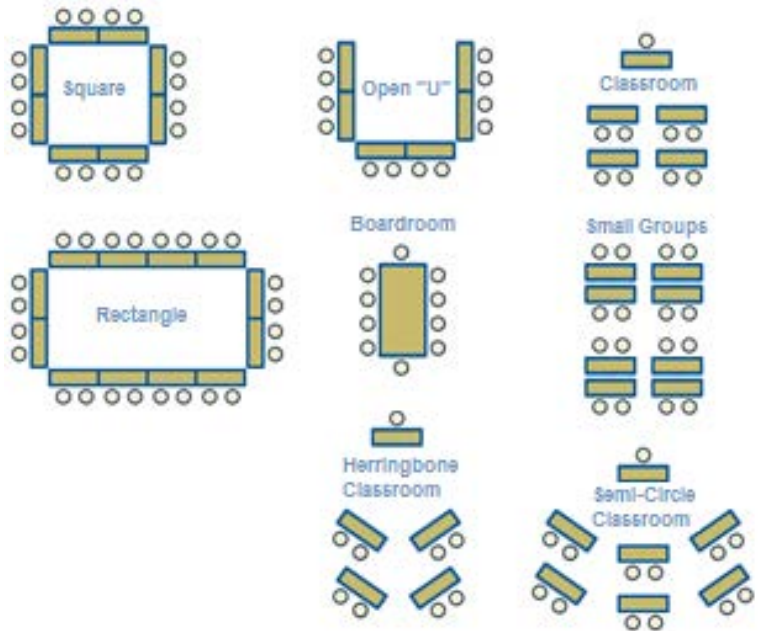
Event End Date/Time*: _____

Number of Expected Participants: _____

Select Equipment Required:

- Projector
- BluRay Player
- Laptop
- Wireless Internet (number of users: _____)
- SmartBoard
- Easel(s) (number of easels: _____)
(Note easel pads and table cloths not included / not available)
- Other Equipment
(Describe: _____)

Circle Room Layout:



Please select the desired room:

- Conference Room 105A (Seats 50)
Conference room 105 can be separated into two equal sections. YOU MUST INDICATE IF YOU ARE RESERVING 105A, 105B, OR BOTH. 105A&B has a combined seating of 120. The following equipment is available: Ceiling mounted projector, Podium with wired microphone (wireless available), BluRay player, Document camera, Laptop inpts (VGA and HDMI, Apple connectors available), SMART Board, Wireless internet.
- Conference Room 105B (Seats 50)
Conference room 105 can be separated into two equal sections. YOU MUST INDICATE IF YOU ARE RESERVING 105A, 105B, OR BOTH. 105A&B has a combined seating of 120. The following equipment is available: Ceiling mounted projector, Podium with wired microphone (wireless available), BluRay player, Document camera, Laptop inputs (VGA and HDMI, Apple connectors available), SMART Board, Wireless internet.
- Atrium / Kitchen (Seats 63) – Free when also reserving 105A&B
Innovation Center Atrium seats up to 63. The following seating is available in the atrium: *5 low counter height seats *6 high counter height seats *36 seats at 9 round tables with 4 chairs at each table *8 seats at two booth style tables *8 couch seats. The atrium also includes use of the kitchen area. The kitchen has the following amenities: Public-use refrigerator, Snack and beverage vending, Sink, Coffee maker, Cookie oven, Microwave, Wireless internet.

- Conference Room 127 (Seats 3)
Conference room seats 3. Seating arrangement is three individual chairs each with a small attached desk, No table. The conference room contains the following equipment: Whiteboard (markers available for checkout), Wireless internet.
- Conference Room 202 (Seats 10)
Conference room seats 10. The conference room contains the following equipment: Telephone for local calls, Whiteboard (markers available for checkout), Wireless internet.
- Conference Room 110 (Seats 4)
Conference room seats 4. The conference room contains the following equipment: Whiteboard (markers available for checkout), Wireless internet.
- Conference Room 229 (Seats 6)
Conference room seats 6. The conference room contains the following equipment: Telephone for local calls, Whiteboard (markers available for checkout), Wireless internet.

Room Name/Number	Regular Pricing	Special Pricing
105A	\$175.00/day or \$43.75/hour	
105B	\$175.00/day or \$43.75/hour	
105A&B together	\$350.00/day or 43.75/hour	\$250.00/day for a University of Wisconsin – Whitewater department \$200.00/day for companies committing to six or more events/dates and paying the full amount in advance of the first scheduled event.
Atrium/Kitchen	Included with cost of 105A&B	
110	\$175.00/day or \$21.88/hour	
127	\$175.00/day or \$21.88/hour	

Comments: _____

Event Host (if different from Company): _____

Reminder Email (check one):* Yes No

Address (if different from contact email): _____

Recurring event? (check one):* Yes No

If Yes, how often? (every week, every three months, etc): _____

Repeat Until (mm/dd/yyyy): _____ (Reminder: above room rates are per event occurrence)

Event Pricing: _____ * = Required

You are required to setup and rooms you use, return them to their original layouts, and clean any spaces or surfaces you use.

Rooms that are not cleaned properly will incur an additional \$100 fee.

For IC office use only: (recorded in comments section of booking entry)

Booked by*: _____

Date of booking (mm/dd/yyyy)*: _____

Billed? (check one):* Yes No

If No, reason: _____

If Company not IC tenant:

Point of Contact*: _____

Company/Department/Organization*: _____

Calculated Rate: _____

Discounts (with details): _____

Actual Rate*: _____

Person assigned to setup: _____

Scheduled date/time for setup: _____

Person assigned to event support and cleanup: _____

CONFERENCE ROOM RULES AND REGULATIONS

These Conference Room Rules and Regulations ("Conference Rules") shall apply to all tenants, affiliates, sponsors, and visitors of the Whitewater-University Technology Park Innovation Center ("WUTP IC") for the use of WUTP IC's conference room facilities located at 1221 Innovation Drive, Whitewater, WI 53190 (the "WUTP IC Facility").

For purposes of these Conference Room Rules, the term (i) "Sponsor" includes all representatives, employees, agents and visitors of a sponsor listed as such at the WUTP IC, who has participated in the support of the facility through financial and in-kind donations; and (ii) "Tenant" means a tenant that is leasing space (the "Tenant Space") within the WUTP IC Facility pursuant to a Lease Agreement between the Client and WUTP IC; (iii) "Affiliate" means a company that is a current participant in WUTP IC's "Affiliate Member" program; (iv) "Visitor" means those persons with no affiliation with the WUTP IC, but wishes to rent a conference room.

1. Subject to availability, Tenants, Affiliates, and Sponsors will have access to conference rooms and other common areas within the WUTP IC Facility on a 24-hour basis. **Unless there is no other availability, the main conference room (105A&B) will not be booked for groups with less than 12 attendees.**
2. Conference Room reservations are made on the following basis: WUTP IC Tech Park Board, City officials, and Tenants have first rights to reserve a conference room; Sponsors and Affiliate Members have second rights of availability after the prior parties needs have been addressed.
3. WUTP IC management reserves the right to change the location, use and time of use of any conference room at any time. WUTP IC management may cancel any meeting with a minimum of 24 hours notice. All conference rooms except 105 may be used on a first-come/first-serve basis. However, the room must be vacated to those holding a reservation at the time of the reservation. **Anyone using conference rooms MUST vacate the room at the time the reservation has expired as other parties may be waiting to use the room.**
4. The WUTP IC maintains an inventory of audio-visual equipment in conference rooms 105 A&B. All parties wishing to utilize any audio-visual equipment should make the request for such equipment at the time the conference room is reserved. Each individual party will be responsible for replacement of such equipment should the equipment become lost, damaged or stolen. **NO EQUIPMENT SHALL LEAVE THE ROOM AT ANY TIME.**
5. Single line telephones are available in to Innovation Center tenants in conference rooms 202 and 229. These VoIP telephones are intended for local calls only. Long distance charges billed to the line will be billed to the tenant indicated on the conference room reservation system at the time of the call.
6. Conference room phones are available in conference rooms 105 A/B. These phones must be checked out to tenants prior to use. All long distance charges will be billed to the tenant reserving the conference room.
7. Wifi Internet access is available in WUTP IC conference rooms. Access information is available upon request.
8. Meal and/or beverage service for meetings are available for a fee through local Catering Services. Users of the conference rooms may also have food delivered from local establishments.
9. Tenants, Affiliates and Sponsors are responsible for using conference rooms appropriately and in accordance with WUTP IC policies and procedures. Tenants, Affiliates, and Sponsors must set up all

conference rooms on their own for their own use. Following use of conference rooms or other space within the WUTP IC Facility, Tenants, Affiliates, and Sponsors shall ensure that the space is in the same clean and set-up condition as prior to their use. Failure to do so shall result in a charge levied against the party who fails to clean the area used.

10. For conference room rates, fees, and clean-up charges, please refer to the CONFERENCE ROOM RENTAL RATES sheet.
11. WUTP IC may waive any one or more of these Conference Room Rules for the benefit of any particular Tenant, Affiliate or Sponsor, but any such waiver by WUTP IC shall neither be construed as a waiver of any Conference Room Rules in favor of any other Affiliate, Client or other person nor prevent WUTP IC from enforcing any Conference Room Rules against any Affiliate, Client or other person. These Conference Room Rules are in addition to, and do not in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any Master Relationship Agreement or Lease Agreement.
12. If a Tenant, Affiliate, or Sponsor needs technology assistance when using a conference room, they must make that arrangement 24 hours in advance with the Innovation Manager.



NONDISCLOSURE AGREEMENT

FOR CLIENT/TENANT AND

WHITEWATER UNIVERSITY TECHNOLOGY PARK, WHITEWATER UNIVERSITY INNOVATION CENTER, CITY OF WHITEWATER, WHITEWATER COMMUNITY DEVELOPMENT AUTHORITY, UNIVERSITY OF WISCONSIN-WHITTEWATER, AND/OR WHITEWATER INCUBATION PROGRAM

ORGANIZATION/CLIENT “DISCLOSING PARTY”	ORGANIZATION “RECEIVING PARTY OR PARTIES” WHITEWATER UNIVERSITY TECHNOLOGY PARK
Name: Address:	Name: Address:
Project Title / Scope of Work <input type="checkbox"/> Check here if SOW attached	

This Nondisclosure Agreement (the “Agreement”) is entered into by and between the Disclosing Party and the “Receiving Party or Parties” for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (“Confidential Information”). The Receiving Party represents the Whitewater University Technology Park, a partner in the managing/operating the Whitewater University Technology Park, the Whitewater University Innovation Center, and the Whitewater Incubation Program. The following list of stakeholders have all signed the relevant Whitewater University Technology Park Code of Conduct and are bound to the terms and conditions of this nondisclosure. Information may be shared with authorized representatives of the(se) organization(s) in order to provide optimal services/support to “Disclosing Party.”

- City of Whitewater
- Whitewater Community Development Authority
- Whitewater University Innovation Center
- University of Wisconsin-Whitewater
- Whitewater Incubation Program

The Disclosing Party may request a copy of all authorized representatives of all receiving parties and/or copies of all signed code(s) of conduct.

1. Definition of Confidential Information. For purposes of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged **provided the disclosing party timely classifies the same as confidential in either of the following ways:- (A) if the Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word “Confidential” or some similar warning; (B)-if the Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a written indication that such oral communication constituted Confidential Information.**

2. Exclusions from Confidential Information. Receiving Party’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 the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives; or (d) is disclosed by Receiving Party with Disclosing Party’s prior written approval.

3. Obligations of Receiving Party (ALL Receiving Parties). Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party,

use for Receiving Party’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information **except required by law, statutes or lawful Court Order**. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing **unless (a) the receiving party has relied upon such information to provide goods and services, services to leasing property to, to extending creditor or financial accommodation to, and/or providing capital or equity funding to the Disclosing Party or any affiliate of Disclosing Party and/or (b) the retention by the Receiving Party of such records, notes and/or written, printed or tangible materials is required for compliance with and applicable Statute, Law, Rule or Regulation.**

4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party’s duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party as a partner, joint venturer or employee of the other party for any purpose.

6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect 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 written document 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.

By an Authorized Official of RECEIVING PARTY: WHITEWATER UNIVERSITY TECHNOLOGY PARK		By an Authorized Official of DISCLOSING PARTY:	
Typed Name:	Date	Typed Name:	Date
Title:		Title:	



WHITEWATER UNIVERSITY TECHNOLOGY PARK

WHITEWATER UNIVERSITY TECHNOLOGY PARK AND WHITEWATER INCUBATION PROGRAM CODE OF CONDUCT

Developed 13 September 2013, Revised 2 January 2014

CODE OF ETHICS AND CONDUCT

The following is the Whitewater University Technology Park and Whitewater Incubation Program (PARK/WHIP) Code of Ethics and Conduct applicable to all members, volunteers, representatives, and/or agents of PARK and/or WHIP (volunteers).

1. Client/Tenant (CLIENT) Interests. To best serve PARK/WHIP CLIENT, PARK/WHIP shall:

- A. Always conduct their counseling and other PARK/WHIP activities in a manner that unequivocally places the interests of CLIENT first.
- B. Ensure that all available resources are offered to CLIENT, including assistance by other counselors or by outside organizations where appropriate.
- C. At all times protect the confidentiality of business information provided by CLIENT.
- D. Not accept or participate in PARK/WHIP activities that create a conflict of interest or a conflict of duty.

2. Compensation. As unpaid volunteers/representatives, PARK/WHIP volunteers shall:

- A. Neither charge nor accept individual fees, honoraria, or things of value as payment for on behalf of PARK/WHIP outside of lease or other acceptable transaction fees.
- B. Not accept individual payment from CLIENT for travel or other expenses incident to counseling or training or any other activity.
- C. PARK/WHIP volunteer(s) may not become a paid consultant for or accept other employment from CLIENT. In the event that a volunteer does accept employment from a PARK/WHIP CLIENT, he or she should must immediately notify the President of the Whitewater University Technology Park Board, in writing. PARK/WHIP authorized official(s) will determine the best course of action, following disclosure, on a case-by-case basis.

3. Third Parties. The following guidelines apply to interactions between PARK/WHIP and third parties:

- A. PARK/WHIP volunteers shall not accept personal fees, commissions, kickbacks, or things of value from third parties as a result of recommending any services, equipment or supplies, nor shall they recommend the purchase of goods or services in which they have a direct or indirect interest, financial or otherwise.
- B. When volunteers perform PARK/WHIP services for another organization or agency, that organization or agency may reimburse PARK/WHIP for the expenses of the volunteers by providing an honorarium to PARK/WHIP, which can then reimburse the volunteers for their expenses as may be applicable.
- C. PARK/WHIP volunteers shall neither charge nor accept fees or things of value for assistance in the preparation of loan/grant applications nor directly accept so-called finder's fees for the location of lending sources.
- D. PARK/WHIP volunteers, when advising CLIENT about obtaining professional or other services or goods, shall identify, whenever feasible, several sources from which the CLIENT may select.

4. Personal Interests. To safeguard the integrity of the PARK/WHIP missions, it is vital to avoid any actual or apparent conflict of interest. To that end, PARK/WHIP volunteers or their families shall not:

- A. Directly or indirectly become officers, directors, or shareholders, or provide individual/personal funding (by way of personal investment, loans or otherwise) for a for-profit business organization that is seeking counseling assistance from PARK/WHIP or has received it within the past three years.

5. Personal Conduct. As long as they are part of PARK/WHIP, volunteers shall:

- A. Not discriminate in any of their PARK/WHIP-related activities against any person because of race, color, national origin, sex, age, religion, marital status, handicap or sexual preference.
- B. Not make public statements that appear to associate PARK/WHIP with personal opinions of the volunteers or which are critical of PARK/WHIP or any of its sponsors.
- C. Not make statements that appear to identify PARK/WHIP with a political party or a candidate for federal, state or local office.
- D. At all times during the performance of their services, conduct themselves in such a manner as not to discredit themselves or PARK/WHIP.
- E. Not engage in any form of sexual harassment or sexual discrimination. Sexual harassment includes the making of deliberate or repeated unsolicited verbal comments, gestures or physical contact of a sexual nature in circumstances where such conduct reasonably is or would be unwelcome to the offended person or persons. Further, when such unwelcome conduct reasonably interferes with or creates an intimidating, offensive or hostile counseling or other work environment, it is considered sexual harassment.

6. Unwarranted Commitments. PARK/WHIP volunteers should refrain from the following commitments:

- A. Guaranteeing a CLIENT that PARK/WHIP can arrange any type of business financing outside his/her direct control.
- B. Ensuring the CLIENT of business success with their idea or product.
- C. Encouraging a CLIENT to invest their personal funds, mortgage their assets or take out a business loan.
- D. Offering legal or tax advice **unless working within their non-volunteer capacity.**

VOLUNTEER SERVICE AGREEMENT

In the performance of their duties, PARK/WHIP volunteers will have access to or knowledge of financial, statistical, personnel, technical, or other similar information relating to a CLIENT's, business operation, or personal affairs. PARK/WHIP employees, volunteers, private or faculty consultants, or other individuals that provide counseling or other forms of assistance to CLIENT on behalf of PARK/WHIP should avoid appearances of conflict of interest and/or conflict of duty while representing PARK/WHIP, insofar as is possible while fulfilling service obligations and within standard ethical guidelines. All volunteers should disclose potential conflicts to the President of the Whitewater University Technology Park Board.

PARK/WHIP Volunteer Agreement: As a condition of my service with/to PARK/WHIP, I (personally) will not:

- A. Solicit or accept, or appear to solicit or accept any gift, loan, reward, equity in a business, compensation or other monetary compensation, promise of future employment, favor, or service in return for services performed by me during the term of my volunteer service with PARK/WHIP from any first or third parties,
- B. Recommend the purchase of goods and (or) services from a firm in which I have family, business, or other (fiscal) relationships,
- C. Violate the right to privacy of any CLIENT by releasing confidential information about the CLIENT's relationship with PARK/WHIP, or any information about the business or personal

matters to anyone or any agency outside authorized agents of/for PARK/WHIP during and after my involvement with PARK/WHIP **unless required by Statute, Law or lawful Order of the Courts.** *A pre-approved contractual waiver of the right to privacy and/or nondisclosure agreement may be signed by the CLIENT to facilitate coordination of stakeholder services and support.*

- D. Use my position for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain for myself or persons with whom I have family, business, or other personal relationships (i.e., conflict of interest).
- E. Use my position for a purpose that is, or gives the appearance of being, motivated by a desire to achieve unwarranted gain for other organizations with which I am affiliated at the detriment of PARK/WHIP (i.e., conflict of duty).
- F. Solicit or accept, or appear to solicit or accept private engagement of my services at any time during, or for one year after, the term of my engagement as a volunteer with PARK/WHIP. I understand that this particular requirement may be waived by CLIENT for whom I have provided assistance, in a written request(s) to the Whitewater University Technology Park Board President.

I have read and understand this policy statement and agree to abide by its provisions.

SIGNATURE AND DATE	
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