



Growing Business.
Building Communities.
Improving Quality of Life.

Marathon County Municipalities Economic Development Agreement

Revised September 9, 2014
Executed December 2, 2014

MCDEVCO, Inc.

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INTRODUCTION

MCDEVCO, Inc. (MCDEVCO) is committed to the economic development and growth of all Marathon County municipalities. MCDEVCO brings together the interests of a broad range of public, private and public/private groups to promote Marathon County as a single economic entity. The collaboration of such a variety of groups and interests requires that certain standards of conduct must be developed and adhered to for Marathon County and MCDEVCO to meet their goals. The following represents the process and standards that each participating municipality and entity supports and practices daily. In an attempt to avoid having any mis-interpretations of this agreement, all questions should be directed to MCDEVCO's Economic Development Director for answers and/or clarification.

PARTICIPATING MUNICIPALITIES & ENTITIES

Municipality/Entity	Participate
City of Abbotsford	No
City of Colby	Yes
City of Marshfield	No
City of Mosinee	Yes
City of Schofield	Yes
City of Wausau	Yes
Marathon County (MCDEVCO, Inc.)	Yes
Town of Bergen	No
Town of Berlin	No
Town of Bern	No
Town of Bevent	No
Town of Brighton	No
Town of Cassel	No
Town of Cleveland	No
Town of Day	No
Town of Easton	No
Town of Eau Pleine	No
Town of Elderon	No
Town of Emmet	No
Town of Frankfort	No
Town of Franzen	No
Town of Green Valley	No
Town of Guenther	No
Town of Halsey	No
Town of Hamburg	No
Town of Harrison	No

Municipality/Entity	Participate
Town of Marathon	No
Town of McMillan	No
Town of Mosinee	No
Town of Norrie	No
Town of Plover	No
Town of Reid	No
Town of Rib Falls	No
Town of Rib Mountain	Yes
Town of Rietbrock	No
Town of Ringle	No
Town of Spencer	No
Town of Stettin	No
Town of Texas	No
Town of Wausau	No
Town of Weston	No
Town of Wien	No
Village of Athens	Yes
Village of Birnamwood	No
Village of Brokaw	Yes
Village of Dorchester	No
Village of Edgar	Yes
Village of Elderon	No
Village of Fenwood	No
Village of Hatley	No
Village of Kronenwetter	Yes
Village of Marathon City	Yes

Town of Hewitt	No
Town of Holton	No
Town of Hull	No
Town of Johnson	No
Town of Knowlton	No
Town of Maine	No

Village of Rothschild	Yes
Village of Spencer	Yes
Village of Stratford	No
Village of Unity	No
Village of Weston	Yes
Wausau Region Chamber of Commerce	Yes

CODE OF CONDUCT

We, the undersigned Marathon County municipalities are committed to the economic prosperity of every participating municipality. Our mission is to support the development, attraction and retention of first-class companies and talent to our participating municipalities.

This economic development initiative brings together the interests of a variety of municipalities. The interests represented require certain standards of conduct be developed and adhered to by the participating municipalities to maintain a firm foundation for economic development cooperation. This Code of Conduct represents the standards that each participating municipality will support and practice in the daily conduct of economic development.

We, the participating municipalities, present the following principles of behavior and standards of conduct to guide our efforts in promoting the long-term economic health of our municipalities. We fully realize that this Code of Conduct is of little value without an inherent level of trust in the integrity of one another and a commitment from each of us to conduct ourselves at the highest levels of professional conduct. This initiative is predicated upon the importance of respect and trust amongst all the participating municipalities.

In that spirit, we agree to adhere to the following:

1. We will carry out our economic development mission with integrity, professional excellence and responsiveness to all.
2. We will work in partnership with one another and other organizations to develop and promote our capabilities and talents and match them to the needs of those interested in investing in our participating municipalities.
3. We understand the importance of all municipalities being knowledgeable about and committed to promoting our assets and amenities. When working collectively on behalf of any recruitment effort coordinated by MCDEVCO, MCDEVCO shall commit to selling all participating municipalities first.
4. We are committed to sharing as much information as is necessary and prudent among the participating municipalities on any economic development recruitment activity coordinated by MCDEVCO. Our guiding principle shall be that "more information is better than less".
5. We shall honor the confidentiality requested by our fellow participating municipalities and our prospects to the fullest extent permitted by the State of Wisconsin's Open Records and Open Meetings laws. If and when it becomes known that a prospect is positioning one participating municipality against another, the parties involved will communicate with each other to avoid offering economic benefits that would otherwise be unnecessary and costly for the municipality.

and the County. Confidential information shared with fellow participating municipalities shall remain in confidence. Whenever appropriate, specific information on particular projects may be shared within the realm of participating municipalities and appropriate state agencies. In those instances where prospects are dealing with individual communities, information may be shared only with the participating municipalities involved.

6. Any lead or prospect that results from the collective marketing and promotional efforts coordinated by MCDEVCO will be shared with all participating municipalities.
7. We understand the high priority that must be placed on retaining and growing the respective investments made by the participating municipalities. When contacted directly by out-of-county prospects, municipalities shall position their respective community to best serve the needs of a prospect. If, during discussions with the prospect, it becomes clear that the municipality is unable to meet the needs of the prospect, the municipality shall contact MCDEVCO to coordinate a county-wide approach to meeting the prospect's needs and keep them from going elsewhere.
8. Municipalities will not directly solicit any participating municipality's businesses, without prior approval of the originating home municipality. It is understood that no participating municipality will employ derogatory information about another participating municipality.
9. We all recognize that the site selection process is driven by the client. However, in the event a participating municipality is aware of a company choosing to relocate or expand from one participating community to another, it will inform the chief elected official or his/her designee of the originating community as a courtesy. We agree to abide by anti-piracy laws and not enter into any expansion, relocation or incentive-related negotiations with the company, or with any agent, broker or consultant representing the company, without the permission of the originating community. In addition, we will openly inform the company or the company's agent, broker or consultant of the intent to contact the originating municipality. MCDEVCO shall function as a clearinghouse and/or expeditor when discussions relative to this section involve multiple communities. Violation of this commitment shall be viewed as a breach of trust among other participating municipalities.
10. Leads generated by any MCDEVCO economic development marketing activity will be answered within 48 hours or less by MCDEVCO staff. MCDEVCO will inform participating municipalities of any legitimate prospects/leads within 48 hours via fax, phone or e-mail.

PROSPECT/LEAD MANAGEMENT GUIDELINES

Prospect/lead management is a concern for all participating communities. On any given project, there may be economic development practitioners representing state organizations, numerous municipalities and other entities, making communication and coordination difficult. Conflict is inevitable as one entity rightly or wrongly feels minimized by the real or perceived actions of another. The only way to avoid this potential conflict is to mutually agree upon a process and protocol for managing prospects/leads.

The guidelines below are consistent with the Marathon County Municipalities Code of Conduct:

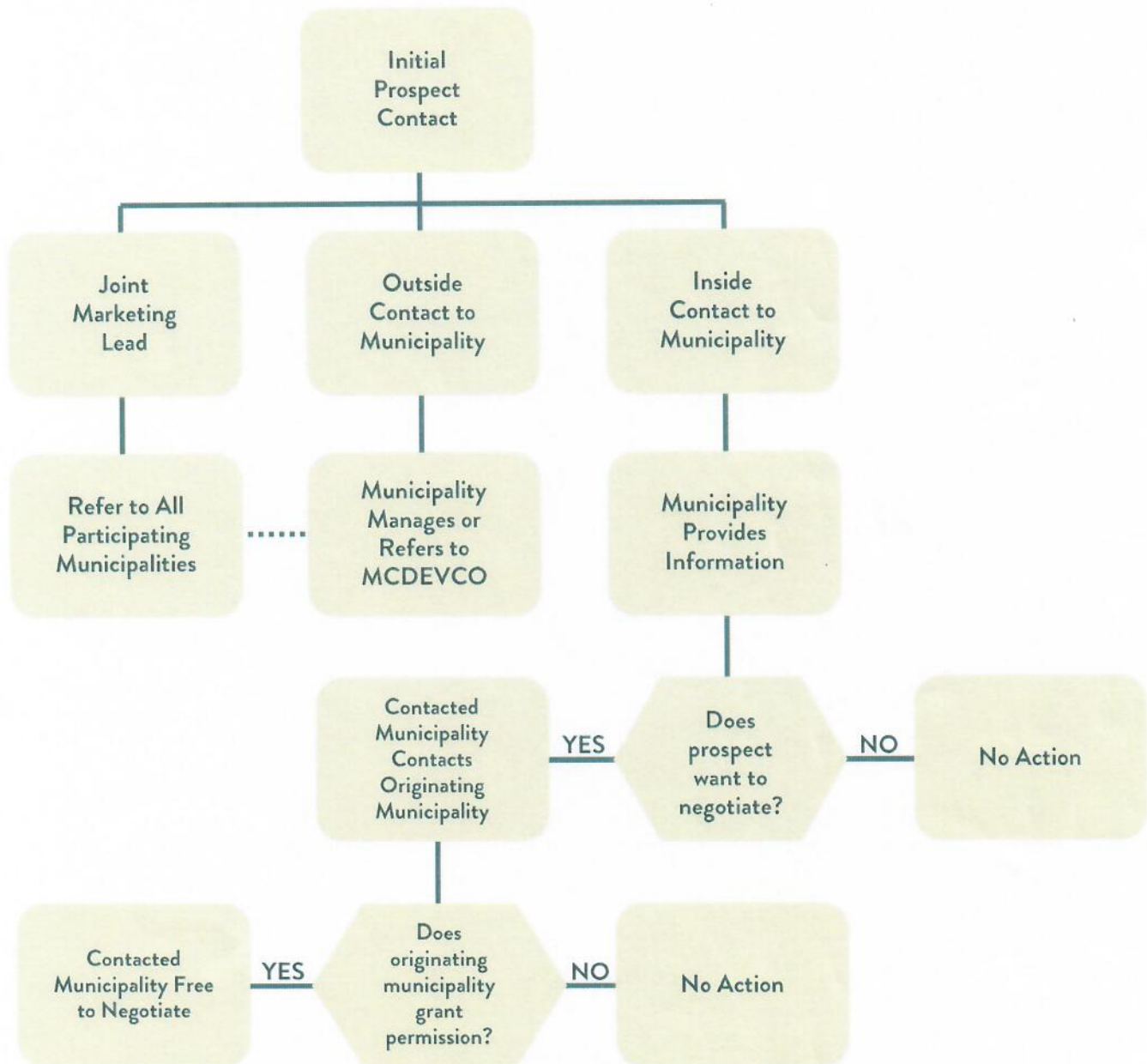
- a) Any out-of-county prospect/lead that contacts a participating municipality shall remain a prospect for that participating municipality unless the participating municipality cannot accommodate the needs of the

prospect. In cases such as these, the participating municipality shall refer the project to MCDEVCO within 24 hours. MCDEVCO will subsequently become the lead agency for the prospect.

- b) If an out-of-county prospect contacts more than one participating municipality, the various municipalities are free to compete for the project. However, municipalities will refrain from selling against one another using derogatory information. In these instances, municipalities shall maintain open communication with one another and make every attempt to avoid bidding wars between municipalities, which are costly to all parties concerned.
 - c) Communities should advise MCDEVCO as to specific dates, format (electronic or paper) by which responses are to be delivered and to whom the responses should be sent.
 - d) Prospects are to be managed on an impartial basis. MCDEVCO shall not function in an arbitrary fashion by presuming to select or narrow down choices for the prospect. Solicitations shall be all inclusive thereby building trust between the participating municipalities.
- 11. Leads generated by any MCDEVCO economic development marketing activity will be answered within 48 hours or less by MCDEVCO staff. MCDEVCO will inform participating municipalities of any legitimate prospects/leads within 48 hours via fax, phone or e-mail.
 - 12. Any lead or prospect that comes as a result of the collective marketing and promotional efforts coordinated by MCDEVCO will be shared with all participating municipalities.
 - 13. At no time shall any participating municipality solicit a fellow participating municipality's known prospect/lead.
 - 14. In the event a participating municipality is contacted by a local company choosing to relocate or expand from one participating community to another, the municipality must contact and inform the chief elected official or his/her designee of the originating community and MCDEVCO.
 - 15. All participating Municipalities agree not to enter into any expansion, relocation or incentive-related negotiations with a company, or with any agent, broker or consultant representing the company, without the permission of the originating community. If the originating community fails to respond to a request for release within 14 (fourteen) days, any subsequent negotiations with the company shall not be subject to this agreement.
 - 16. If a prospective company or a prospective company's agent insists upon maintaining confidentiality with a solo municipality, that municipality must inform the prospective party that it is part of an economic development agreement with other participating communities in Marathon County. The municipality must advise the prospective party that they are obligated to verify in writing that the prospective party is not engaged in negotiations with other participating communities. If the prospective party is unwilling to sign an affidavit, the municipality should advise MCDEVCO's Economic Development Director who in turn will advise all other participating municipalities of this activity.

PROSPECT/LEAD PROCESS

The following chart indicates the prospect/lead process:



CONFLICT RESOLUTION GUIDELINES

During the implementation of the trust building process, conflicts may arise that relate to alleged, real or non-adherence to the Code of Conduct adopted by the participating communities. The following guidelines are designed to shape how these situations are to be managed by the participating communities.

Incremental Violations

Rumors and gossip can be very destructive to the trust building process. They also tend to exaggerate the truth and can turn a minor problem into a major one. As such, alleged or real issues must be addressed immediately. If any part or parties to the agreement perceives or suspects a problem, the following steps should be taken immediately:

1. One or more of the parties should immediately contact MCDEVCO in order to schedule a face-to-face meeting between all of the parties involved. MCDEVCO will distribute a formal notice to the parties involved and mediate the discussion to attempt to resolve the issue. If the issue is resolved to everyone's satisfaction, MCDEVCO will update the entire group with regard to the issue and resolution at the next meeting of the group so every municipality is operating off the truth and not rumor.
2. If the issue cannot be resolved in the manner referenced above, the issue must be presented to all participating municipalities. The issue will then be resolved at the next meeting of the group. The solution agreed upon by the participating municipalities shall be binding on all affected parties.

Ongoing Violations

As the trust building process develops, there should not be repeating issues originating with one community. However, if the same community continually repeats the same violation of the agreement, the following steps should be taken immediately:

1. MCDEVCO will distribute a formal notice to the parties involved and discuss to attempt to resolve the issue. If the issue is resolved, MCDEVCO will update the entire group with regard to the issue and resolution at the next meeting. The group will then decide upon what, if any, further action should be taken. Depending on the nature of the violation, those actions could include one or more of the following:
 - a) A letter to the legislative body of the violating municipality from the group expressing concern over the actions of the municipality.
 - b) A request to appear before the municipality's legislative body to discuss the issue.
 - c) Withholding shared leads and prospects from the offending municipality.
 - d) A group decision to expel the offending municipality from the agreement.
2. The solution agreed upon by the participating municipalities shall be binding on all affected parties.

Participating Marathon County Municipalities

City of Colby

City of Mosinee

City of Schofield

City of Wausau

Town of Rib Mountain

Village of Athens

Village of Brokaw

Village of Edgar

Village of Kronenwetter

Village of Marathon City

Village of Rothschild

Village of Spencer

Village of Weston

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