Innovation Center Advisory Panel

Whitewater Municipal Building Community Room,
312 West Whitewater St., Whitewater, WI 53190
*In Person and Virtual

Tuesday, July 14, 2026 - 8:30 AM

Citizens are welcome (and encouraged) to join our webinar via computer, smart phone, or telephone. Citizen participation is welcome during topic discussion periods.

Please note that although every effort will be made to provide for virtual participation, unforeseen technical difficulties may prevent this, in which case the meeting may still proceed as long as there is a quorum. Should you wish to make a comment in this situation, you are welcome to call this number: (262) 473-0108.

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AGENDA

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA
A committee member can choose to remove an item from the agenda or rearrange its order; however, introducing new items to the agenda is not allowed. Any proposed changes require a motion, a second, and approval from the Committee to be implemented. The agenda shall be approved at each meeting even if no changes are being made at that meeting.

CONSENT AGENDA
Items on the Consent Agenda will be approved together unless any committee member requests that an item be removed for individual consideration.

1. April meeting minutes

HEARING OF CITIZEN COMMENTS

No formal Committee action will be taken during this meeting although issues raised may become a part of a future agenda. Participants are allotted a three minute speaking period. Specific items listed on the agenda may not be discussed at this time; however, citizens are invited to speak to those specific issues at the time the Committee discusses that particular item.

To make a comment during this period, or during any agenda item: On a computer or handheld device, locate the controls on your computer to raise your hand. You may need to move your mouse to see these controls. On a traditional telephone, dial *6 to unmute your phone and dial *9 to raise your hand.

CONSIDERATIONS / DISCUSSIONS / REPORTS

2. Innovation Center Update
3. Summerset Marine Update
4. Lot 1B and Business Park Study: Discussion
5. Innovation Center Advisory Group: Discussion and possible action
6. Potential events at the Innovation Center: Discussion

FUTURE AGENDA ITEMS

ADJOURNMENT

A quorum of the Common Council may be present. This notice is given to inform the public that no formal action will be taken at this meeting.

Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk (262-473-0102) at least 72 hours prior to the meeting.

Innovation Center Advisory Panel

Conference Room 115, Innovation Center, 1221 Innovation Drive, Whitewater, WI 53190 *In Person and Virtual

Tuesday, April 14, 2026 - 8:30 AM

Citizens are welcome (and encouraged) to join our webinar via computer, smart phone, or telephone. Citizen participation is welcome during topic discussion periods.

Please click the link below to join the webinar:

https://teams.microsoft.com/meet/223974812562312?p=RMjuPeV6z9qpoz3d9D

Meeting ID: 223 974 812 562 312

Passcode: 4TA95by3

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Find a local number

Phone conference ID: 428 501 574#

Please note that although every effort will be made to provide for virtual participation, unforeseen technical difficulties may prevent this, in which case the meeting may still proceed as long as there is a quorum. Should you wish to make a comment in this situation, you are welcome to call this number: (262) 473-0108.

AGENDA

CALL TO ORDER

Meeting was called to order at 8:30am.

ROLL CALL

PRESENT

Board Member Thayer Coburn
Board Member Mason Becker
Board Member Elizabeth Thelen

CITY STAFF

Ashwini Rao, Economic Development Coordinator

APPROVAL OF AGENDA

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Motion made by Board Member Coburn, Seconded by Board Member Becker.
Voting Yea: Board Member Coburn, Board Member Becker, Board Member Thelen

CONSENT AGENDA

Items on the Consent Agenda will be approved together unless any committee member requests that an item be removed for individual consideration.

Motion made by Board Member Coburn, Seconded by Board Member Thelen.
Voting Yea: Board Member Coburn, Board Member Becker, Board Member Thelen

1. January meeting minutes

EXECUTIVE SESSION

Adjourn to Closed Session, TO RECONVENE, pursuant to Wisconsin Statutes 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:

No Executive Session

CONSIDERATIONS / DISCUSSIONS / REPORTS

2. University Update: Elizabeth Thelen

   University update was provided by E. Thelen.

   New Executive Director for the SBDC has been hired.

   Three new Executive-in-residence at the College of Business. One is in strategy, one is in AI, and the newest one is in design thinking.

3. City of Whitewater Update: Mason Becker

   Update on City of Whitewater was provided by M. Becker.

   Currently 5 vacant suites available at the Innovation Center.

   Creative Solutions to start promoting our leasable spaces more rather than just focusing on space rentals and that kind of thing.

4. CDA Update: Thayer Coburn

   CDA monthly meeting coming up. Agenda/packet is online.

5. Advisory Panel Role Discussion and Possible Action

   City to provide a formal proposal and a short list of potential invitees at the next meeting.

6. CESA 2 Request: Discussion and possible action

   The panel recommended that the CESA request be forwarded to the Common Council.

7. Summerset Marine Update

   Mason Becker provided an update regarding Summerset Marine's expansion to the Technology Park.

NEXT MEETING DATE: July 14, 2026

ADJOURNMENT

Motion made by Board Member Coburn, Seconded by Board Member Becker.
Voting Yea: Board Member Coburn, Board Member Becker, Board Member Thelen

Innovation Center Advisory Panel

July 14, 2026

WHITEWATER UNIVERSITY
INNOVATION CENTER

Innovation Center Lease Update

- 84.9% occupancy, 15.1% vacancy (approx.)
  - No change since last ICAP meeting
- Vacant suites:
  - 115, 122, 124, 216, 223
- iButton Link, JEDI, and Nylen & Partners recently renewed
- Riemer Systems and Ideawake ending leases in June
- Two new inquiries received since last report: one through UW-Whitewater, another from a business outside Whitewater. Working to schedule facility tour
- Considering signing listing agreement with Anderson Commercial Group to market and assist leasing vacant spaces

WHITEWATER UNIVERSITY INNOVATION CENTER

Innovation Center Rental Update

- Rental inquiries were steady in Q2 2026. Group meetings, retirement party, trainings, etc
- UW-Whitewater vacating the Community Engagement Center seems to be driving increased traffic to Innovation Center
- Generally charging $25.00/hr for rentals of single spaces, $75.00 for use of Conference Room 105 and Atrium

WHITEWATER UNIVERSITY INNOVATION CENTER

Innovation Center Miscellaneous Work

- Looking at possible projector upgrade in Conference Room 202 (current projector very outdated)
- Also looking at making the technology in Room 115 more user-friendly
- Discussing a tenant & member networking event in late summer or early fall 2026
- New signage for Business Park being explored, possibly digital: Was presented to Discover Whitewater for possibly partnership in June 2026. Awaiting follow-up

WHITEWATER UNIVERSITY INNOVATION CENTER

City of WHITEWATER	ICAP Agenda Item
Meeting Date:	July 14, 2026
Agenda Item:	Updated on Lifetime Manufacturing LLC project
Staff Contact (name, email, phone):	Mason Becker, mbecker@whitewater-wi.gov

BACKGROUND
(Enter the who, what when, where, why)

Since City staff were first approached in mid-January 2026 by Lifetime Manufacturing LLC (dba Summerset Marine Construction), the project advanced rapidly. Since the last ICAP meeting, the project Site Plan was reviewed and approved by the Plan & Architectural Review Commission, and the Development Agreement was approved by the Common Council on June 2, 2026. Closing on the property, consisting of Lots 1T and 2T in the Whitewater University Technology Park was completed shortly after.

Site work has already started on the property, including grading and removal of previously deposited lake dredgings.

This project is a significant win for the City, retaining current area jobs and projecting to add more over the next five years. The project has also generated a good amount of positive coverage for the City, including in BizTimes and other regional publications.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS
(Dates, committees, action taken)

- The project was presented at a Concept Site Plan Review to the Plan & Architectural Review Commission on March 30, 2026. The PARC gave favorable feedback to city staff to continue moving the project forward.
- The Development Agreement, previously reviewed and recommended for approval by the Community Development Authority, was approved at the June 2, 2026 Common Council meeting.

FINANCIAL IMPACT
(If none, state N/A)

- The city has owned these parcels for many years, and they had been tax-exempt. This development project will generate significant new increment within TID #10 and the Tech Park.
- Staff also believe that this project will be significant enough that it will increase the visibility of the Tech Park, Business Park, and the City of Whitewater as a whole as a viable location for manufacturing investment.

STAFF RECOMMENDATION

- None. This item is being presented as an informational update for the Innovation Center Advisory Panel, given the proposed project’s proximity to the Innovation Center.

ATTACHMENT(S) INCLUDED
(If none, state N/A)

- Copy of the executed Development Agreement is included for reference

DEVELOPMENT AGREEMENT

BETWEEN

CITY OF WHITEWATER, WISCONSIN

AND

<u>LIFETIME MANUFACTURING LLC</u>

INNOVATION DRIVE AND GREENWAY COURT AS

TAX PARCEL NO. /A444300002 AND /A444200002

WHITEWATER, WALWORTH, WISCONSIN

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 5th day of ~~May~~ June, 2026 (the "Effective Date"), by and among the City of Whitewater, a Wisconsin municipal corporation, (the "City") and Lifetime Manufacturing LLC, a domestic limited liability company (the "Developer").

WITNESSETH:

WHEREAS, Developer currently is under contract with the City dated April 3, 2026 pursuant to which Developer will purchase from the City for $1.00 tax parcels /A444300002 (consisting of approximately 25.030 acres) and /A444200002 (consisting of approximately 8.210 acres) for a total of approximately 33.24 acres fronting on Howard Road, City of Whitewater, Walworth County, Wisconsin, located as described under <u>Exhibit A</u> attached hereto (the "Property") (PIN: /A444300002 and /A444200002); and

WHEREAS, subject to obtaining the financial assistance set forth herein, Developer wishes to undertake construction of an approximately 150,000 square foot manufacturing facility on the Property for Industrial Use (the "Development Project") as further described in <u>Exhibit B</u> attached hereto (the "Concept Plan"); and

WHEREAS, the City has created Tax Incremental Finance District No. 10 (the "TIF District") as enabled under Wis. Ch. 66, which includes the Property; and

WHEREAS, Developer expects that the Development Project will increase the value of the Property and the TIF District and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole; and

WHEREAS, the Development Project is consistent with the adopted project plan for the TIF District; and

WHEREAS, the City desires to encourage economic development including the elimination of slum and blight, expand its tax base, and create quality new jobs within the City of Whitewater, the TIF District, and the Property; and

WHEREAS, the City finds that the construction of the Development Project and fulfillment, generally, of the terms and conditions of this Agreement, are in the vital and best interests of the City and its residents, by serving public purposes in accordance with State and local law and further consistent with the City's most recently adopted Project Plan for the TIF District (the "TID Plan"); and

WHEREAS, Developer has represented to the City, and, the City finds and determines that, but for the City's commitment and willingness to consider financial assistance to Developer, the Development Project might not take place in the City and the City would not accomplish one or more of the objectives of the TID Plan; and

WHEREAS, the City is authorized to enter into contracts necessary and convenient to implement the purpose of the TIF District, including the ability to issue municipal revenue obligations for the purpose of implementing the TID Plan as provided in Wis. Stat. Section 66.0621; and

WHEREAS, prior to the execution of this Agreement, the City and Developer entered into an Occupancy and License Agreement dated April 29, 2026 (the "Occupancy Agreement"), pursuant to which the City granted Developer to enter upon and use the Property for limited pre-closing purposes related to the Development Project; and

WHEREAS, the Parties desire to acknowledge and incorporate the Occupancy Agreement into this Agreement while clarifying that such agreement does not create any leasehold or other possessory interest in the Property except as expressly set forth in said Occupancy Agreement;

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated into and made a part of this Agreement, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and the City hereby mutually agree as follows:

ARTICLE I
PURPOSES-DEFINITIONS

Section 1.1. Purpose of Agreement. The parties have agreed upon a general plan for the Development Project. The purpose of this Agreement is to formalize and record the understandings and undertakings of the parties and to provide a framework within which the redevelopment of the land will take place.

Section 1.2. Definitions. The terms listed below shall be defined for the purposes of this Agreement as follows. All terms that are in upper case but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

1.2.1. "Agreement" means this Development Agreement, as the same may hereafter be from time to time modified, amended or supplemented in accordance with its terms.

1.2.2. "Base Value" means the full equalized base value of the Property as of August 3, 2021, and is agreed by the parties to be Zero Dollars ($0.00).

1.2.3. "City" means the City of Whitewater, a Wisconsin municipal corporation. The City may also be referred to as the City of Whitewater.

1.2.4. "City Contribution" means the City's financial support totaling $3,463,959.00 for the Project to be paid to Developer, as set forth in Section 4.4. below.

1.2.5. "City Payments" means the two payments totaling $2.5M to be made by the City to the Developer as described in Article 2.4 of this Agreement.

1.2.6. "Completion of the Building Envelope" means the exterior shell of the Project has been constructed and separates the interior from the outside environment including installation of the roof, exterior walls, siding, windows, doors, insulation, and waterproofing.

1.2.7. "Developer" means Lifetime Manufacturing, LLC and its successors and assigns.

1.2.8. "Development Project" or "Project" means the overall construction of a 150,000 square foot manufacturing and business facility as generally shown on Exhibit B and as further described in Sections 2.1 and 2.2, below.

1.2.9. "District Statutory Life" shall mean the maximum period of time the TIF District may remain in effect per the provisions of Wis. Stat. § 66.1105(6), as may be amended following the TIF Effective Date.

1.2.10. "Incremental Value" means the full equalized value of the Property as of January 1 of the current year minus the Base Value.

1.2.11. "Plans and Specifications" means the plans and specifications for the Project to be prepared by Developer and approved by the City, which shall generally be consistent with Exhibit B.

1.2.12. "Project Costs" means the costs specified in Wis. Stat. § 66.1105(2)(f) 1.a-l inclusive.

1.2.13. "Project's Tax Increment" shall mean the Tax Increment actually received by the City from taxes levied on the Property and as directly and exclusively attributable to increases in the improvement value by way of the Project.

1.2.14. "Projected Value Increment" means Fifteen Million Dollars ($15,000,000.00), which is expected tax value of the Property following completion of the Project.

1.2.15. "Property" means the property identified as Parcel Identification Number/A444300002 AND /A444200002 in the City of Whitewater, Walworth County, Wisconsin as described on Exhibit A.

1.2.16. "Schedule" means the schedule prepared by the City pursuant to Section 3.9., below.

1.2.17. "Site Plan" means the specific physical layout of the Property as shown on Exhibit B.

1.2.18. "Tax Increment Value" means the amount by which the equalized value of real property of the Property on January 1 of the year following Developer's receipt of an occupancy permit upon completion of the Development Project as determined by the City of Whitewater Assessor exceeds the Base Value established for the Property. The equalized value is calculated by taking the assessed value reported by the City of Whitewater Assessor that is certified by the State Department of Revenue times the aggregate ratio.

1.2.19. "Tax Increment Revenue" means the real property tax revenue (as defined in Wis. Stat. § 66.1105(2)(i)) and generated by the Project's Tax Increment Value.

1.2.20. "Term" means from the Effective Date until the earlier of the termination of TID No. 10 or July 31, 2042.

1.2.21. "TID District" means Tax Incremental District No. 10 created by City Resolution No. 2026-R-08 as may be amended from time to time.

1.2.22. "Value" means full equalized fair market value of the real property.

1.2.23. "Zoning Code" or "Code" means Chapter 550 of the Code of Ordinances of the City of Whitewater.

1.2.24. "Occupancy Agreement" means that certain Occupancy and License Agreement dated April 29, 2026 by and between the City and Developer, as may be amended from time to time, a copy of which is attached hereto as Exhibit D.

ARTICLE II
DESCRIPTION OF DEVELOPMENT AND CITY PAYMENTS

Section 2.1. Project Description. Upon the receipt of all necessary governmental approvals, Developer shall build a 150,000 square foot manufacturing and business facility, to be constructed in a single phase as shown conceptually in Exhibit B. The Project will be developed under more detailed Plans and Specifications to be approved by the City Plan and Architectural Review Commission.

Section 2.2. Project Cost. Developer shall construct the Project, at its sole cost, peril and expense in strict accordance with this Agreement and in strict conformity with all City ordinances, resolutions, policies, insurability or bond ability requirements, and similarly applicable or impacted governmental regulations. The estimated cost to Developer of the Project (cost of design and construction (all taxes and incidentals, included)) projected upon Developer's estimates based upon preliminary available information is to be Fifteen Million Five Hundred Thousand Dollars and no/100 ($15,500,000.00) generally consistent with Exhibit B.

Section 2.3. The parties presently estimate that following completion of the Project, the Property will have a Project Value Increment for real property tax purposes, as of January 1, 2028 of at least Fifteen Million Dollars ($15,000,000.00). Developer shall use all reasonable and good faith efforts to substantially complete the Project's construction on or before December 31, 2026; provided, however that said completion date may be extended due to Force Majeure as provided in Section 9.6 below.

Section 2.4. City Contribution. In order to induce Developer to undertake the Project, the City agrees to provide an incentive for the Project of up to, but not to exceed Three Million Four Hundred Sixty-three Thousand Nine Hundred Fifty-nine Dollars and no/100 ($3,463,959.00), towards the payment of the Project's eligible costs (the "City Contribution"). Nine Hundred Sixty-three Thousand Nine Hundred Fifty-nine Dollars and no/100 ($963,959.00) shall be in the form of a Seller's Credit on the purchase of land subject to this Development Agreement. The remaining Two Million Five Hundred Thousand Dollars and no/100 ($2,500,000.00) shall be in the form of a reimbursement of eligible construction costs upon completion of the applicable phase of development as set forth in Section 4.4.1 below (the "City Payments"). The City Payments shall be used by Developer only to reimburse Developer for the eligible costs and expenses incurred by Developer in connection with the Project as set forth in the attached Exhibit B.

2.4.1. The City shall reasonably cooperate with Developer's lender's requests for collateral assignment of this Agreement and the City Contribution as part of Developer's Project construction loans.

Section 2.5. Taxes. Developer covenants and agrees that it shall pay in full all taxes levied on the real property of the Property at the time said taxes are due. Failure to pay said taxes in a timely manner shall constitute an event of default as provided under Article 7, hereof, and, such default may be made curable only upon the sole and exclusive discretion of the City and, then, only upon writing confirming as such and containing the signature of the City Manager and countersignature of the City Clerk.

Section 2.6. Use of the TIF Grant Proceeds. The proceeds of the City Payments shall be utilized for reimbursement of eligible Project Costs (as defined in Wis. Stat. Section 66.1105(2)(f)) in furtherance of the development of the TIF District, as incurred by Developer. Developer agrees to maintain records of the costs and expenses it incurs in connection with the Project's development for at least five (5) years following the month and year of the Project's substantial completion as solely and exclusively determined by the City. Subject to any reasonable confidentiality restrictions that Developer may desire, and which are permitted under Wisconsin law, Developer shall make such records available to the City upon the City's written request and to the public in compliance with Wis. Ch. 19 (Public Records law).

Section 2.7. Obligations/Payments.

2.7.1. Developer's obligations hereunder shall be personal to Developer and shall not be assigned without the prior approval of the City except as permitted per the provisions of Section 9.3. below.

2.7.2. Developer shall spend, in readily verifiable manner, no less than Fifteen Million Five Hundred Thousand Dollars and no/100 ($15,500,000.00) as the estimated cost for the Project prior to, or upon, substantial completion of the Project such that an occupancy permit has been issued for the Project, which shall not be unreasonably delayed by the City, and in full compliance with Article 3 hereof and the records availability requirements thereunder.

2.7.3. Developer unconditionally agrees not to contest, challenge, appeal or protest the Property's assessed value to an amount less than or equal to Fifteen Million Dollars and no/100 ($15,000,000.00).

Section 2.8. Guaranteed Minimum Increment Value. A minimum increment value of Fifteen Million Dollars and no/100 ($15,000,000.00) above the Tax Incremental Base Value for Property shall be achieved by December 31, 2027, subject to the provisions of Section 2.3 above. Developer, on its own behalf and on behalf of its successors and assigns, agrees not to contest the assessments up to or including Fifteen Million Dollars and no/100 ($15,000,000.00) on the Property until the termination of TID #10. If, after December 31, 2027 and prior to the termination of TID # 10, there is a shortfall (i.e., the incremental value for the Property is less than Guaranteed Minimum Incremental Value) it shall not be considered a default if the Developer pays the dollar difference between the amount of Tax Increment that would have been paid if the Property's Guaranteed Minimum Incremental Value and the actual amount of Tax Increment paid with respect to the Property for the same period (a "Shortfall Payment"). Upon the closure of TID #10, the Guaranteed Minimum Incremental Value and Developer's obligation to make Shortfall Payments under this Agreement shall terminate.

ARTICLE III
UNDERTAKINGS OF THE DEVELOPER

Section 3.1. Development Developer shall exercise its best efforts to build the Project as described in Sections 2.1 and 2.2, above.

Section 3.2. Minimum Development Cost. Developer's Cost for constructing the Project shall be a minimum ("Minimum Development Cost") of Fifteen Million Five Hundred Thousand Dollars and no/100 ($15,500,000.00) in order for Developer to be eligible to receive assistance from the City per the provisions of Article II of this Agreement. Developer and/or outside investors shall provide approximately One Million Three Hundred Thousand dollars and no/100 ($1,300,000.00) of equity in the Project. Developer may seek and utilize Seventeen Million Dollars and no/100 ($17,000,000.00) or such other amount as Developer's lender may determine in Project financing and agrees to maintain compliance with the requirements of said lender.

Section 3.3. Job Retention and Creation. In consideration of the City's obligations set forth in this Agreement, the Company agrees to maintain approximately Eighty (80) Eligible Employees and will exercise its best efforts to create positions for an additional Sixty (60) Eligible Employees within five (5) years of completion of the Project.

3.3.1. "Eligible Employees" means an individual who is required to work at least 1,560 hours per year (including paid leave and holidays) and is offered benefits equivalent to those offered to other full-time employees and has an hourly rate of at least $21.00. An Eligible Employees may also mean two or more part-time employee's whose combined hours per year equal at least 2,080 hours and whose hourly rates are at least $21.00.

3.3.2. Wages considered for determination of compliance with respect to Eligible Employees do not include any commission, bonus, overtime, health insurance, or other benefits compensation paid to any such Eligible Employee.

3.3.3. Eligible Employees working only a partial year due to their hiring or termination date will have their wages accounted for based on the percentage of the year they worked.

3.3.4. Developer shall provide all documentation supporting its compliance with this Section 3.3 as may be reasonably requested by the City to prove that it has complied with job creation standards specified herein.

Section 3.4. Plan Submission. Developer shall submit all plans specifications and documents to the City and state of Wisconsin as necessary to receive a building permit to construct the Project (the "Building Permit") on or before August 31, 2027.

Section 3.5. Design Standards. Developer shall incorporate high quality design and use of materials into the Project consistent with the Concept Plan contained in Exhibit B.

Section 3.6. Construction Commencement. Developer shall commence construction of the Project on or before September 1, 2027. Construction Commencement shall mean having obtained all necessary construction permits and having made substantial excavation for the foundations, footings or base of the new building. This date shall be extended for any noticed Force Majeure consistent with Section 9.6.

Section 3.7. Construction Completion. Developer shall pursue construction activities on the Property and shall complete the Project, so as to obtain temporary occupancy permits, by July 31, 2028. This date shall be extended for any noticed Force Majeure consistent with Section 9.6.

Section 3.8. Incremental Value. Developer agrees the Projected Value Increment shall be as described in Section 2.3, above.

Section 3.9. Construction. Developer agrees to develop the Property and to construct all buildings and structures thereon in accordance with the Plans and Specifications, as filed and approved in final form by the City. However, during the progress of the Project, Developer may make changes to the Plans and Specifications as may be in furtherance of the general objectives of the Plans and Specifications and this Agreement and as site conditions or other issues of feasibility may dictate to further the Developer's development objectives; provided, however, any such change shall comply with all applicable laws of the City and Developer may not make any material change to the size, design or structure without the written consent of the City. The City agrees to consider and approve or reject any non-material proposed change within thirty (30) days after submittal by the Developer to the City; provided, however, that if any such approval or rejection is not made during said thirty (30) day period, such proposed change shall be deemed rejected. Such requests for approval shall be submitted to the City Clerk, as representative of the City.

Section 3.10. Project Estimates. The Tax Increment Value and Tax Increment Revenue projections delineated on the Schedule attached hereto as Exhibit C are projected to be generated from the Project, pursuant to the current TID District Plan and this Development Agreement. These projections are included for illustrative purposes only. The actual City Payments to be made by the City for any given tax year shall be as described under Section 4.4., below.

Section 3.11. Easements. Easements on the Property for municipally owned storm sewer, water mains, and sanitary sewer shall be granted to the City or its designee where necessary, by mutually agreed upon separate document or pursuant to a CSM, in accordance with detailed utility plans approved by the City Engineer, or designee.

Section 3.12. Restriction on Future Structures. No future structures, including but not limited to fencing, utility buildings and tool sheds, shall be constructed or installed on any portion of the Property without City's approval. The definition of structure shall be the definition contained within the City's Zoning Code.

Section 3.13. Property Maintenance. Developer agrees to make improvements to the Project as shown on Exhibit B in accordance with the approved Plans and Specifications. Developer agrees to maintain the Project in compliance with all federal, state and local laws, regulations or codes for as long as it owns the Property, but not less than the Term of this agreement.

Section 3.14. Utility Connections. Developer will make connections to existing public water and sewer mains as needed in accordance with detailed utility plans approved by the City Engineer or designee, and according to City specifications. Developer agrees to repair all sidewalk, curb and gutter, and street and restore all landscape areas within the public right-of-way upon making those connections.

Section 3.15. Curb Cuts. Developer will remove curb cuts and aprons where existing driveways will not be utilized as part of the Project and replace the curb cut with a full curb section to match the existing curb detail. Developer will landscape the terraces upon apron removal.

Section 3.16. Storm Sewer Repair. Developer will use due care when constructing near the existing storm sewers. If at any time during Developer's ownership of the Property, or the Term of this Agreement the structure of the storm sewer is damaged by an improvement on the Property, Developer will restore the storm sewer so as to provide an adequate structure to allow anticipated use of the improvements without reducing the capacity of the storm sewer.

Section 3.17. Storm Water Management Facilities. Developer shall construct storm water management facilities in accordance with plans, specifications, and storm water management plan approved by the City Engineer or designee.

Section 3.18. Utility and Tax Payments. Developer shall promptly and timely pay all utility bills and its real property taxes levied against the Property when due through the latter of during Developer's ownership of the Property, or the termination of this Agreement.

Section 3.19. Personal Obligation. Developer's obligations hereunder shall be personal to Developer and shall not be assigned without the prior approval of the City unless consistent with the provisions of Section 9.3., below.

Section 3.20. Developer Certification. Developer agrees not to seek tax exempt status for any portion of the Property or to convey any portion of the Property to an entity that at the time of conveyance would result in the Property qualifying for tax exempt status without the prior approval of the City per the provisions of Section 9.2., below.

Section 3.21. Restriction on Waste. Developer shall not cause a reduction in the real estate taxes payable on any of the Property through willful destruction of any improvements it makes on the Property.

Section 3.22. Developer's Cooperation. Developer agrees to work in good faith in assisting the City with applications for funds from state and federal agencies and private entities the City may seek to assist with development within the TID District and the City's obligations as described in Article 4 hereof.

ARTICLE IV
UNDERTAKINGS OF THE CITY

Section 4.1. Appropriation. The City shall pay all funds appropriated for the performance of its obligations under this Agreement as described in this Article.

Section 4.2. City's Cooperation. The City shall reasonably cooperate with Developer throughout the implementation of the Development Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

Section 4.3. TID. The City has created TID <u>#10</u> and adopted Res. No. <u>2026-R-08</u> on August 3, 2021, authorizing the funds from TID <u>#10</u> to support the Development Project at the Property.

Section 4.4. Payments from the City. The City Contribution under this Agreement is conditioned upon Developers compliance with all its obligations under this Agreement.

4.4.1. Subject to all of the terms covenants and conditions of this Agreement, applicable provisions of Wisconsin Law, and as inducement by the City to Developer to encourage Developer to undertake the commitments as outlined in Article 2 above; the City shall provide financial support for the Project to Developer to reimburse it for capital expenditures and project costs that it makes on the Property for construction of improvements and certain other expenditures, and as allowed under and pursuant to Wis. Stat. § 66.1105, (the "City Contribution") in the total amount of Three Million Four Hundred Sixty-three Thousand Nine Hundred Fifty-nine Dollars and no/100 ($3,463,959.00) City Contribution shall be made in compliance with Section 2.6 above. The City Contribution shall include the following:

(a) Conveyance of the land on the Property consisting of approximately 33.24 acres by the City to Developer for $1.00 at Closing pursuant to the terms of the Offer to Purchase dated April 3, 2026;

(b) One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00) on or before October 1, 2026 or within 30 days of Completion of the Building Envelope on the Project, whichever is later.

(c) One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00) within 30 days of issuance of an occupancy permit for the Project.

4.4.2. The Common Council of the City has determined in its discretion that payment of said contribution to the Project costs is necessary to implement the goals of the TID Development Project Plan and is allowed under and pursuant to Section 66.1105 of the Wisconsin Statutes.

4.4.3. The City shall fund the obligation for the City Payments through general obligation bond(s) obtained by the City.

4.4.4. If the Developer does not meet the performance criteria as stated in Article 3 of this Agreement, the City is not obligated to make the City Payments to Developer until all such performance criteria in this Agreement are met. In the event that there is a deferral in the payment of the City Payments, any deferred portion of the City payments shall not accrue interest.

Section 4.5. Developer's Documentation. Upon request by the City, the Developer shall review with City personnel, and provide copies of original invoice documentation, and other documentation reasonably requested by the City, establishing to the reasonable satisfaction of the City that the Developer has incurred and paid Project Costs in an amount of at least the Minimum Development Costs as described in Section 3.2., above, for the Project for documentary support of the City Contribution from the Project's Tax Increment Revenue. In addition, the Developer shall review with City personnel, and provide an original fully executed sworn affidavit, from the Project's architect or general contractor certifying that the actual amount spent on eligible Project Costs at the conclusion of construction of the Project equaled or exceeded the Minimum Development Costs as described in Section 3.2. above, and prior to the payment of the final installment of the City Payments.

Section 4.6. City's Covenants. City covenants to Developer that until the City Contribution has been paid in full, or a sum sufficient to pay off the City Contribution has been set aside to cover payment of the City Contribution, the City shall not close the TIF District prior to the end of the District's Statutory Life. Upon the end of the District's

Statutory Life, or payment in full of (or a sum sufficient set aside to pay in full) the City Contribution, the City will be entitled to close the TIF District and no liability shall remain from the City to the Developer upon expiration of the TIF District.

Section 4.7. Lookback. As a condition for providing the City Contribution, the Parties agree to a lookback to ensure that Developer does not receive a windfall from any sale of the Property as provided below.

4.7.1. In the event the Property is sold by Developer to an unrelated third party within five (5) years after Developer receives an occupancy permit, then the Developer shall reimburse the City for the City Contribution to the extent the amount received by Developer from said sale exceeds $18,000,000.00. In the event of a dispute as to the amount to be reimbursed to the City hereunder, the matter shall be resolved by decision of a third-party accountant mutually agreed upon by the Parties. If the Parties are unable to agree upon an accountant within thirty (30) days, the dispute shall be resolved by arbitration in accordance with Wis. Stat. Ch. 788. The lookback provision is limited to a single review based on the above timing criteria; the City shall not require additional lookback reviews of the Development Project or future owners of the Property.

ARTICLE V
PROPERTY BASE VALUE

Section 5.1. Base Value. City represents and agrees that the full equalized base value of the Property as of January 1, 2021, is zero dollars ($0.00) ("Base Value"). Any Value of the Property above zero dollars ($0.00) is Tax Increment Value. All taxes paid on Tax Increment Value are part of Tax Increment Revenue.

ARTICLE VI
COVENANTS RUNNING WITH THE LAND

Section 6.1. Covenants. This Agreement constitutes the entire Agreement between the Parties, and all provisions of this Agreement shall be deemed to be covenants running with the land described on Exhibit A and shall be binding upon successors and assigns for the Term of this Agreement.

ARTICLE VII
REMEDIES

Section 7.1. Time of the Essence. Time is of the essence as to all dates under this Agreement.

Section 7.2. Event of Default. In the event any Party defaults under this Agreement, which default is not cured within thirty (30) days after written notice thereof to the defaulting Party or within such extended period required to cure the default, provided cure efforts are undertaken in good faith within the thirty (30) period and the defaulting Party is diligently pursuing such cure, the non-defaulting Party shall have all rights and remedies available under law or equity with respect to the default, except as otherwise set forth in this Agreement. In the event of any default by any Party in making a payment required to another Party, the cure period for such monetary default shall be ten (10) days after delivery of notice thereof. In addition, and without limitation, any of the Parties shall have the following specific rights and remedies following such notice and failure to cure:

7.2.1. Injunctive relief;

7.2.2. Action for specific performance; and

7.2.3. Action for money damages.

7.2.4. Recovery of the Property as detailed in Section 7.3, below.

Notwithstanding the foregoing, in no event may City exercise or seek any rights of injunction or specific performance for Developer's failure to commence the Project.

Section 7.3. Recovery of the Property.

7.3.1. If Construction does not commence as provided in Section 3.6, the City shall have the right to acquire the property from the Developer for One Dollar and no/100 ($1.00). The City shall exercise this right by providing notice to Developer within 90 days of the date provided in Section 3.6.

7.3.2. If Construction is not completed as provided in Section 3.7, the City reserves the right to acquire the property from the Developer for One Dollar and no/100 ($1.00) plus the Incremental Value of the property on the date provided in Section 3.7 minus any City Payments that has been provided to date. The City shall exercise this right by providing notice to Developer within 90 days of the date provided in Section 3.7.

Section 7.4. Reimbursement. Any amounts expended by the non-defaulting Party in enforcing this Agreement including reasonable attorneys' fees not to exceed actually incurred attorney's fees , together with interest provided for below, shall be reimbursed or paid to the non-defaulting Party which prevails in any such enforcement.

Section 7.5. Remedies are Cumulative. Except as specified in this Agreement, all remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

Section 7.6. Failure to Enforce Not Waiver. Failure to enforce any provision contained herein shall not be deemed a waiver of that Party's rights to enforce such provision or any other provision in the event of a subsequent default.

ARTICLE VIII
INSURANCE

Section 8.1. Developer, its contractors, lessees, successors and assigns, shall, during their occupancy or ownership of the Property, purchase or cause to be purchased and continuously maintained in effect, insurance against such risks, both generally and specifically, with respect to the private development, as are customarily insured against in developments of like size and character including, but not limited to: Casualty Insurance, Comprehensive General Liability Insurance, Physical Damage Insurance, Builders' Risk Insurance and all other forms of insurance reasonably required generally by the State of Wisconsin for entities such as the owner and any lessees from time to time during the construction and operation of the Property. Such insurance shall be maintained in amounts and with terms of coverage generally customary to such Property. Such insurance shall name City as an additional insured as its interest may appear, except on any policy of Liability Insurance.

Section 8.2. In the event the Property is damaged or partially or fully destroyed, Developer shall cause the insurance proceeds from such loss to be used to promptly repair and restore the Property to its original condition.

ARTICLE IX
WRITTEN NOTICES AND MISCELLANEOUS

Section 9.1. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

FOR THE CITY:
City of Whitewater
Office of the Finance & Administrative Services Director
312 W Whitewater St
P.O. Box 178
Whitewater, WI 53190
Attention: Rachelle Blitch
RBlitch@Whitewater-wi.gov

With a copy to:
City of Whitewater
City Attorney's Office
312 W Whitewater St.
P.O. Box 178
Whitewater, WI 53190
Attention: Attorney Steven T. Chesebro
schesebro@whitewater-wi.gov

TO THE DEVELOPER:
Lifetime Manufacturing LLC
Attn: Larry Chapman
W3128 State Road 59
Whitewater, WI 53190
larry@summersetmarine.com

With a copy to:
Russell Law Offices
Michael Grubb
1206A E. Bluff Road
Whitewater, WI 53190
Attention: Attorney Michael Grubb
mgrubb@russelllawwi.com

Section 9.2. Restrictions of Sale, Transfer, Conveyance and Ownership. During the Term of this Agreement, neither Developer nor any future owner shall use, sell, transfer or convey ownership of any of the Property to any person or entity in any manner which would render all or any part of the Property exempt from real property taxation, or would render any taxable personal property located on any of the Property to be exempt from personal property taxation, without the prior written consent of the City. This obligation shall survive until the termination and closure of the TID District under this Agreement. In the event Developer receives an exemption from general real estate taxes, such may be deemed an event of default hereunder and City may exercise its rights under the Remedies clauses in Article 7 hereof. Developer shall execute and record deed restrictions effectuating this provision.

Section 9.3. Warranty of Developer; Non-Transferability. The City has entered into this Agreement with Developer, on the basis that Larry Chapman (the "Member") is the Member of Developer, and on the strength of his experience. Therefore, Developer hereby warrants and represents to the City that Larry Chapman is the sole Member of Developer. During the Term, Developer may not assign this Agreement, transfer the Property or voluntarily change the Member(s) of Developer without the prior written consent of the City, which shall not be unreasonably withheld, denied, delayed or conditioned. During the Term, Developer shall not change management of the Property from the Member(s) without prior written consent of the City, which consent shall not be unreasonably withheld, denied, delayed or conditioned. Nothing contained in this Section 9.3 or any other provision of this Agreement shall prohibit the Member from (a) assigning or otherwise transferring a membership interest to a family member of said Member through probate or other transfer upon death or disability, (b) assigning or otherwise transferring the Property and/or this Agreement to any entity, enterprise or organization in which Larry Chapman has a controlling interest, and/or (c) delegating management responsibilities to management personnel of any entity, enterprise or organization in which Larry Chapman has a controlling interest. Should this Agreement and/or the Property be transferred under either exception (a) or (b) herein and/or management responsibilities are delegated under (c) herein, notice of the transfer or delegation shall be provided to the City prior to completion of same. Any prohibited transfers under this Section, which have been made without prior written consent of the City shall be considered an event of Default hereunder. In any event, any subsequent transferee hereunder must agree to be bound by the terms of this Development Agreement.

Section 9.4. Non-Discrimination Agreement. The Developer agrees that neither the Property nor any portion thereof, shall be sold to, leased or used by any Party in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, religion, marital status, age, handicap, or national origin and that construction, redevelopment, improvement, and operation of the Development shall be in compliance with all effective laws, ordinances and regulations relating to discrimination or any of the foregoing grounds.

Section 9.5. No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the Parties hereto and their permitted assignees, and no other individual shall acquire or have any rights under this Agreement or by virtue of this Agreement.

Section 9.6. Force Majeure. As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by the City with respect to obligations of the City under this Agreement), alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence. Any party alleging Force Majeure has delayed its performance of obligations shall provide notice to the other party within 30 days of the events begging to cause delay and shall include in that notice an estimate on the anticipated amount of delay. The party shall then provide a second notice confirming the actual length of delay, the second notice shall be provided no later than 15 days after the anticipated end of the delay detailing the actual amount of the delay caused by the Force Majeure.

Section 9.7. Law Governing. The laws of the State of Wisconsin shall govern this Agreement. In the event of a dispute involving this Agreement, the Parties agree that venue shall be in Walworth County, Wisconsin, Circuit Court.

Section 9.8. Execution in Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 9.9. Amendment. This Agreement may be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, in writing signed by all Parties.

Section 9.10. Severability of Provisions. If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of the City, including, but not limited to, their powers under the Tax Increment Law, § 66.1105, Wis. Stats., to achieve its intended purpose.

Section 9.11. Recording and Survival. The City shall record this Agreement against the Property with the Register of Deeds for Walworth County, at the Developer's expense. All the terms and conditions of this Agreement shall survive the execution of this Agreement and the making of grants hereunder. This Agreement shall run with the land and be binding upon Developer and all of Developer's successors in interest. Every reference to Developer herein shall be a reference to Developer and all of Developer's successors in interest, including tax-exempt entities. This Agreement shall expire on the date of termination of the TIF District.

Section 9.12. Reservation of Rights. Nothing in this Agreement shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stat. § 893.80 or any other law.

Section 9.13. Vested Rights. Except as provided by law, or as expressly provided in the Agreement, no vested rights to develop the Project shall inure to Developer by virtue of this Agreement. Nor does the City warrant that Developer is entitled to any other approvals required for the construction of the Project as a result of this Agreement.

Section 9.14. Recitals. The representations and recitations set forth in Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph, subject to all of the terms and conditions in the balance of this Agreement.

Section 9.15. Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

Section 9.16. Representation. The Developer acknowledges that it has either had the assistance of legal counsel in the negotiation, review, and execution of this Agreement, or has voluntarily waived the opportunity to do so; that it has read and understood each of this Agreement's terms, conditions, and provisions, and their effects; and that it has executed this Agreement freely and not under conditions of duress.

Section 9.17. Authority. The individuals executing this Agreement on behalf of the Developer warrant and represent that they are duly authorized to bind the Developer to this Agreement. Developer warrants and represents that the execution of this Agreement is not prohibited by the Developer's articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. Developer shall provide proof upon request.

Section 9.18. Indemnification. Subject to the limitation described herein and except for any misrepresentation or any misconduct of any of the indemnified Parties, Developer and or its contractors shall indemnify, save harmless and defend the City and its respective officers, agents, and employees from and against any and all liability, suits, actions, claims, demands, losses, costs, damages, and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought (i) because of any Default or (ii) because of any injuries or damages received or sustained by any persons or property on account of or arising out of the construction and/or operations of the Project and the Property to the extent caused by the negligence or willful misconduct on Developer's part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time. Nothing contained in this Section 9.18 or any other provision of this Agreement shall be construed to require Developer to indemnify the City or any third party for any negligence or willful misconduct of the City or any such third party or their respective agents, contractors, subcontractors, consultants, invitees or employees. This Section shall survive termination of this Agreement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

DEVELOPER:

Lifetime Manufacturing LLC

BY: ____________________

ACKNOWLEDGMENT

State of Wisconsin)
) *ss.*
County of Jefferson)

Personally came before me this 3rd day of June, 2026 the above-named, Larry Chapman who acknowledged that he as CEO & Owner, being authorized to do so, executed the foregoing instrument

on behalf of DEVELOPER.

____

Notary Public, Jefferson County,
Wisconsin My Commission expires: June 19, 2028

NOTARY PUBLIC
Jason Richard Alexander
STATE OF WISCONSIN

CITY OF WHITEWATER:

BY: ______________________
John Weidl, City Manager

ATTEST:

BY: ______________________
Heather Boehm, City Clerk

AUTHENTICATION

Signature(s) John Weidl, City Manager and Heather Boehm, City Clerk, authenticated this 5th day of June 2026.

____

Attorney Steven T. Chesebro
Title: Member State Bar of Wisconsin

I hereby certify that the necessary funds have been provided to pay the liability incurred by the City of Whitewater on the within Agreement.

____
Rachelle Blitch
Finance & Administrative Services Director

APPROVED AS TO FORM:

____

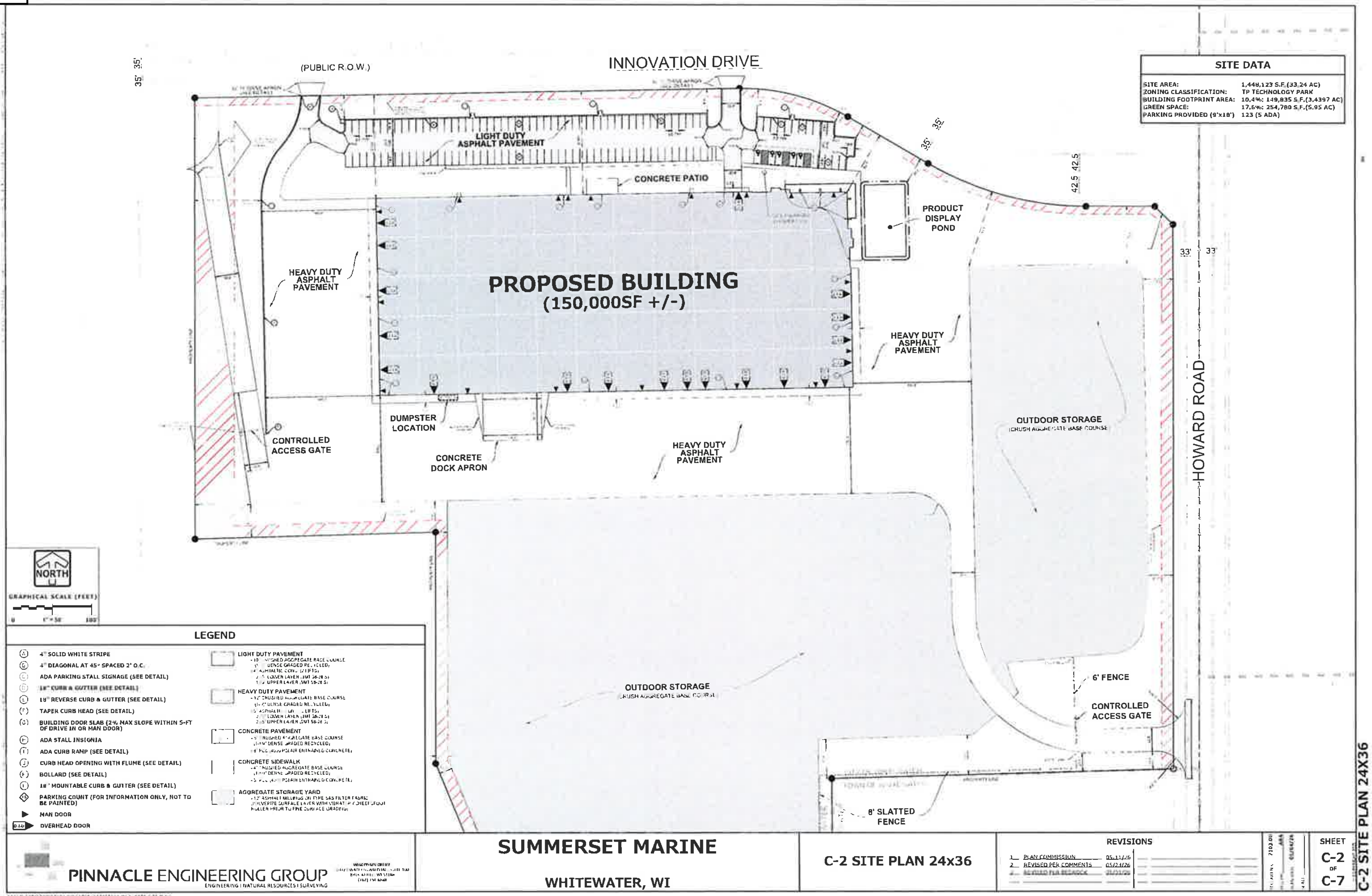
Steven T. Chesebro
City Attorney

EXHIBIT A
LEGAL DESCRIPTION

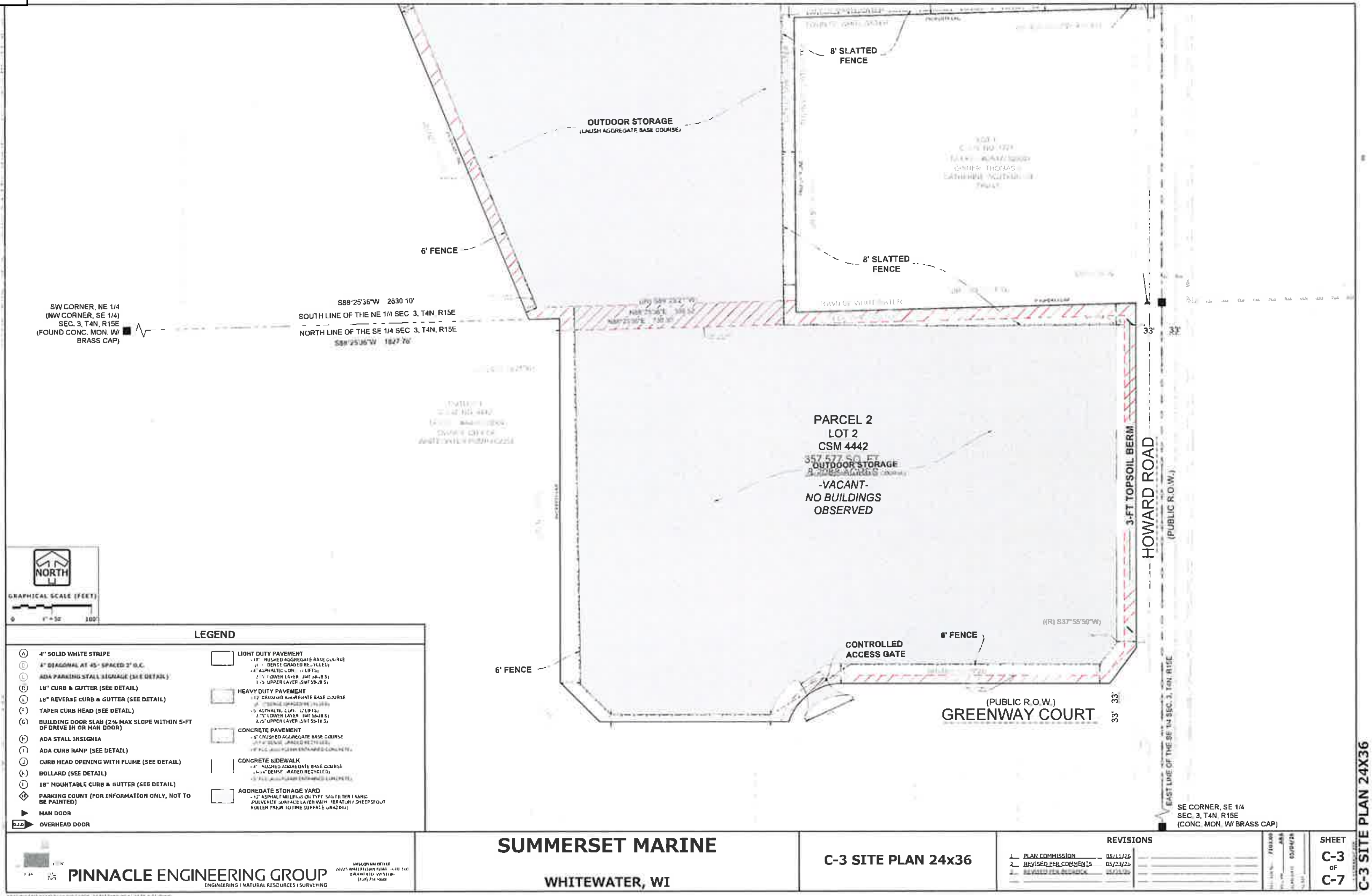
The Land subject to this Development Agreement is located in the City of Whitewater, Walworth County, State of Wisconsin, and is more particularly described as follows:

Being Lot 2 of Certified Survey Map No. 4442 and Lot 2 of Certified Survey Map No. 4443, in the Southeast 1/4 of the Northeast 1/4 and in the Northeast 1/4 of the Southeast 1/4 of Section 3, Township 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin.

EXHIBIT B
CONCEPT PLAN



INNOVATION DRIVE
(PUBLIC R.O.W.)
SITE DATA
SITE AREA: 1,448,123 S.F.(33.24 AC)
ZONING CLASSIFICATION: TP TECHNOLOGY PARK
BUILDING FOOTPRINT AREA: 10.4%; 149,835 S.F.(3.4397 AC)
GREEN SPACE: 17.6%; 254,780 S.F.(5.85 AC)
PARKING PROVIDED (9'x18') 123 (5 ADA)
LIGHT DUTY ASPHALT PAVEMENT
CONCRETE PATIO
PRODUCT DISPLAY POND
PROPOSED BUILDING (150,000SF +/-)
HEAVY DUTY ASPHALT PAVEMENT
CONTROLLED ACCESS GATE
DUMPSTER LOCATION
CONCRETE DOCK APRON
OUTDOOR STORAGE
HOWARD ROAD
6' FENCE
8' SLATTED FENCE
35' 35'
42.5 42.5
33' 33'
NORTH
GRAPHICAL SCALE (FEET)
LEGEND
4" SOLID WHITE STRIPE
4" DIAGONAL AT 45° SPACED 2' O.C.
ADA PARKING STALL SIGNAGE (SEE DETAIL)
18" CURB & GUTTER (SEE DETAIL)
18" REVERSE CURB & GUTTER (SEE DETAIL)
TAPER CURB HEAD (SEE DETAIL)
BUILDING DOOR SLAB (2% MAX SLOPE WITHIN 5-FT OF DRIVE IN OR MAN DOOR)
ADA STALL INSIGNIA
ADA CURB RAMP (SEE DETAIL)
CURB HEAD OPENING WITH FLUME (SEE DETAIL)
BOLLARD (SEE DETAIL)
18" MOUNTABLE CURB & GUTTER (SEE DETAIL)
PARKING COUNT (FOR INFORMATION ONLY, NOT TO BE PAINTED)
MAN DOOR
OVERHEAD DOOR
LIGHT DUTY PAVEMENT
HEAVY DUTY PAVEMENT
CONCRETE PAVEMENT
CONCRETE SIDEWALK
AGGREGATE STORAGE YARD
PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SURVEYING
SUMMERSET MARINE
WHITEWATER, WI
C-2 SITE PLAN 24x36
REVISIONS
1. PLAN COMMISSION
2. REVISED PER COMMENTS
SHEET
C-2
OF
C-7
C-2 SITE PLAN 24X36


OUTDOOR STORAGE
(CRUSH AGGREGATE BASE COURSE)
8' SLATTED FENCE
8' SLATTED FENCE
6' FENCE
6' FENCE
6' FENCE
SW CORNER, NE 1/4
(NW CORNER, SE 1/4)
SEC. 3, T4N, R15E
(FOUND CONC. MON. W/ BRASS CAP)
S88°25'36"W 2630.10'
SOUTH LINE OF THE NE 1/4 SEC. 3, T4N, R15E
NORTH LINE OF THE SE 1/4 SEC. 3, T4N, R15E
S88°25'36"W 1827.76'
PARCEL 2
LOT 2
CSM 4442
OUTDOOR STORAGE
-VACANT-
NO BUILDINGS
OBSERVED
3-FT TOPSOIL BERM
HOWARD ROAD
(PUBLIC R.O.W.)
33'
33'
CONTROLLED
ACCESS GATE
(PUBLIC R.O.W.)
GREENWAY COURT
EAST LINE OF THE SE 1/4 SEC. 3, T4N, R15E
SE CORNER, SE 1/4
SEC. 3, T4N, R15E
(CONC. MON. W/ BRASS CAP)
NORTH
GRAPHICAL SCALE (FEET)
LEGEND
4" SOLID WHITE STRIPE
4" DIAGONAL AT 45° SPACED 2' O.C.
ADA PARKING STALL SIGNAGE (SEE DETAIL)
18" CURB & GUTTER (SEE DETAIL)
18" REVERSE CURB & GUTTER (SEE DETAIL)
TAPER CURB HEAD (SEE DETAIL)
BUILDING DOOR SLAB (2% MAX SLOPE WITHIN 5-FT OF DRIVE IN OR MAN DOOR)
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CONCRETE PAVEMENT
CONCRETE SIDEWALK
AGGREGATE STORAGE YARD
PINNACLE ENGINEERING GROUP
ENGINEERING | NATURAL RESOURCES | SURVEYING
SUMMERSET MARINE
WHITEWATER, WI
C-3 SITE PLAN 24x36
REVISIONS
1 PLAN COMMISSION 05/11/26
2 REVISED PER COMMENTS 05/23/26
SHEET
C-3
OF
C-7
C-3 SITE PLAN 24X36

EXHIBIT C
TAX INCREMENT VALUE AND TAX INCREMENT REVENUE PROJECTIONS

Projected Increment from project

Tax Increment Projection Worksheet - Walworth County Summerset Marine

Type of District	Mixed Use	
District Creation Date	August 3, 2021	
Valuation Date	Jan 1,	2021
Max Life (Years)	20	
Expenditure Period/Termination	15	8/3/2036
Revenue Periods/Final Year	20	2042
Extension Eligibility/Years	Yes	3
Eligible Recipient District	No	

Base Value	
Appreciation Factor	
Base Tax Rate	
Rate Adjustment Factor (3 years)	
Tax Exempt Discount Rate	N/A
Taxable Discount Rate	N/A

	Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
4	2024		2025		0	2026	$17.95	0
5	2025		2026	0	0	2027	$17.95	0
6	2026	7,585,584	2027	0	7,585,584	2028	$17.95	136,149
7	2027	7,585,584	2028	0	15,171,168	2029	$17.95	272,298
8	2028	0	2029	0	15,171,168	2030	$17.95	272,298
9	2029	0	2030	0	15,171,168	2031	$17.95	272,298
10	2030	0	2031	0	15,171,168	2032	$17.95	272,298
11	2031	0	2032	0	15,171,168	2033	$17.95	272,298
12	2032	0	2033	0	15,171,168	2034	$17.95	272,298
13	2033	0	2034	0	15,171,168	2035	$17.95	272,298
14	2034	0	2035	0	15,171,168	2036	$17.95	272,298
15	2035	0	2036	0	15,171,168	2037	$17.95	272,298
16	2036	0	2037	0	15,171,168	2038	$17.95	272,298
17	2037	0	2038	0	15,171,168	2039	$17.95	272,298
18	2038	0	2039	0	15,171,168	2040	$17.95	272,298
19	2039	0	2040	0	15,171,168	2041	$17.95	272,298
20	2040	0	2041	0	15,171,168	2042	$17.95	272,298
	Totals	15,171,168		0		Future Value of Increment		3,948,328

EHLERS PUBLIC FINANCE ADVISORS

Item 22.

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Item 3.

EXHIBIT D

OCCUPANCY AND LICENSE AGREEMENT

OCCUPANCY AND LICENSE AGREEMENT

This Occupancy and License Agreement is made this 29 day of April, 2026, by and between Seller, the City of Whitewater, hereinafter ("Whitewater"), and Buyer, Lifetime Manufacturing LLC, hereinafter ("Lifetime)," for the use by Lifetime of the two vacant parcels described as A444300002 and A444200002, Whitewater, WI 53190, ("Properties").

WHEREAS, Whitewater has entered into a contract to sell the Properties to Lifetime.

WHEREAS, Lifetime wishes to have pre-closing occupancy of the Properties, and the grant of a License subject to the terms and conditions hereof so that it can have 8000 cubic yards of asphalt delivered and stored at the Properties.

WHEREAS, Lifetime acknowledges that it has conducted a physical inspection of the Properties and accepts same in an "as is" condition, without representation or warranty, in fact or by law, by Whitewater, and without recourse to Whitewater as to the condition thereof, or the use to which the Properties may be applied, during the term of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, including the promises contained herein, and in consideration of and expressly conditioned on the acceptance of the limitations by Lifetime, Whitewater does hereby grant to Lifetime a license subject to the following terms, conditions and limitations:

1. Whitewater grants to Lifetime, pre-closing occupancy of the Properties and a License to use the Properties beginning on April 29, 2026, until the successful closing on the Properties, or the nullification of the current contract to purchase the Properties.

2. Lifetime shall use the Properties only for the purpose of having 8000 cubic yards of asphalt delivered and stored at the Properties.

3. Lifetime warrants and represents that it shall not and cannot ever make any claim for adverse possession, prescriptive easement, or any other claim for an interest in the Properties prior to closing.

4. The License is not an interest in the property of Whitewater and shall not constitute an easement; the License shall apply only to Lifetime.

5. Lifetime shall use the Properties as called for herein for delivery and storage of 8000 cubic yards of asphalt which shall only be stored on the Properties, and may arrange for the removal of dredging spoils on the Properties to be moved to PIN 004-0515-2744-000 in the Town of Cold Spring, Jefferson County, Wisconsin as approved by the City of Whitewater Public Works Director. During Lifetime's Occupancy, Lifetime shall not (1) use the Properties for any other purpose; (2) knowingly permit use of the Properties for any unlawful purpose; (3) engage in activities which unduly disturb neighbors; (4) do, use, or keep in or at the Properties anything which would adversely affect coverage under a standard commercial insurance policy, including,

but not limited to hazardous materials, explosives, highly flammable material, food or goods which may cause danger or damage to the Properties; (5) make any changes, alterations or improvements to the Properties without the express written agreement of Whitewater. Lifetime shall abide by all governmental regulations and laws with respect to its Occupancy and License to use the Properties. Lifetime shall be liable for any property damage, waste or neglect caused by the negligence or improper use of the Properties, by Lifetime or its employees, guests or invitees.

6. Lifetime shall not cause or permit any contractor's lien to attach to the Properties or commit waste to the real property belonging to Whitewater.

7. Lifetime accepts all risk of loss, including injury, death, and property damage resulting from, arising from, or connected in anyway with the delivery and storage of 8000 cubic yards of asphalt, and, for itself, its employees, members, friends, invitees, guests, successors, and assigns. Lifetime hereby releases and forever discharges Whitewater, its employees, invitees, guests, successors, agents, and officers from any and all claims, demands, causes of action, damages or suits at law and equity of whatsoever kind, on account of or in any way related to or growing out of Lifetime's use of the Properties for the delivery and storage of 8000 cubic yards of asphalt at the Properties.

8. Lifetime agrees to indemnify and be solely responsible, and liable for all loss, including injury, death, and property damage that may be incurred by Whitewater, its employees, invitees, guests, successors, agents and officers.

9. If the acquisition of the Properties does not successfully close as called for in the purchase contract, the parties are no longer under contract, and Lifetime is expected to vacate the Properties, as called for herein, then, Lifetime shall be solely responsible and liable for restoring the Properties to the condition that existed prior to Lifetime taking pre-closing occupancy and prior to the 8000 cubic yards of asphalt being delivered and stored, upon the request of Whitewater.

10. Lifetime shall not assign this Agreement or allow any other party to occupy the Properties or any part thereof without the written consent of Whitewater.

During Lifetime's pre-closing occupancy, it will occupy the Properties as an entity holding possession of real property under a contract of purchase and not as a tenant, pursuant to Wis. Stat. § 704.01(5). Any occupancy fee charged will not be considered rent. Therefore, this Agreement does not create a landlord/tenant relationship and is not subject to the provisions of Wis. Stat. Ch. 704.

CITY OF WHITEWATER	LIFETIME MANUFACTURING LLC
(signature)	(signature)
By: John S Weidl	By: Larry R Chapman
Title: City Manager	Title: CEO

City of Whitewater	Innovation Center Advisory Panel
Meeting Date:	July 14, 2026
Agenda Item:	Memo re Request for Proposals issued for Lot 1B in Business Park
Staff Contact (name, email, phone):	Mason Becker, mbecker@whitewater-wi.gov, 262.443.4458

BACKGROUND
(Enter the who, what when, where, why)

This update is provided to inform the Advisory Panel that the Community Development Department released a Request for Proposal (RFP) for another lot in the Business Park, Lot 1B (Parcel # /WUP 00322), which is at the end of Universal Blvd. This is following up on the study that Russ Kashian and the UW-Whitewater FERC recently completed on our Business Park. The RFP document, included for reference in this packet, outlines the uses we are targeting to attract, which include metal finishing, tool & die, robotics integration, and others.

We chose to focus on this parcel as our next step, as it is one of the most viable remaining parcels the City owns for industrial use. We do have several smaller lots still available, as well as one directly south of Generac that will likely need some site work done before it is ready to actively market through RFP.

As a reminder, all of the currently available City-owned properties are listed with Anderson Commercial Group. So, while this isn't a brand-new opportunity within the City, it is one that we are working to actively promote through this RFP process.

The RFP is currently on the City website and has been shared with multiple developers, stakeholders, and economic development groups.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS
(Dates, committees, action taken)

- N/A

FINANCIAL IMPACT
(If none, state N/A)

- Development of this parcel will be a positive economic contribution within TID #10 and will benefit the City and related taxing jurisdictions, while potentially retaining or creating new jobs in the community.

STAFF RECOMMENDATION

- None. This is provided for information only.

ATTACHMENT(S) INCLUDED
(If none, state N/A)

- Lot 1B Request for Proposals document
- UW-Whitewater FERC Business Park Study and PowerPoint presentation

CITY OF WHITEWATER, WISCONSIN

Whitewater Business Park

Request for Proposals

Lot 1B | 21.6 Acres | M-1 General Manufacturing | Walworth County

ISSUED	July 1, 2026
DUE	August 15, 2026 / 4:00 p.m.
PARCEL (APN)	/WUP 00322
LIST PRICE	$626,400 ($29,000/acre)
ZONING	M-1 General Manufacturing
COUNTY	Walworth

CONTACT

Mason Becker, Executive Director
Whitewater Community Development Authority
312 W. Whitewater St., Whitewater WI 53190
mbecker@whitewater-wi.gov | (262) 473-0148

City of Whitewater Community Development Authority

CONTENTS

The City of Whitewater is located in Walworth and Jefferson Counties in Southeastern Wisconsin, incorporated in 1885, and provides convenient access to Milwaukee (approximately 55 miles), Madison (approximately 50 miles), and Chicago (approximately 100 miles). With a population of approximately 14,646 (Wisconsin Department of Administration, 2025 estimate), Whitewater is the largest city in Walworth County.

The Whitewater Business Park is a certified development site designated as suitable for development by the Wisconsin Economic Development Corporation and Deloitte Consulting. The park is home to over 25 firms spanning advanced manufacturing, precision polymer and sealing technologies, agricultural and food logistics, electronics manufacturing, and professional and innovation services. Current anchor tenants include Generac, Husco International, HEXPOL, Lavelle Industries, Fab Pro, Simonswerk North America, MacLean-Fogg Component Solutions, Martin Brower, The Coburn Company, iButtonLink, and East West Manufacturing.

The adjoining Whitewater University Technology Park is also home to the Innovation Center, a hub for startup activity, coworking spaces, and with several core anchor tenants, including CESA 2 and iButtonLink. The facility operates in close alignment with UW-Whitewater's research and educational competencies and the resources of the City of Whitewater.

A 2026 economic analysis conducted by the UW-Whitewater Fiscal and Economic Research Center (FERC) using the IMPLAN input-output model found that the Business Park supports over 2,700 total jobs and approximately $830 million in total economic output. Strategic expansion is a core objective of the City's 2026-2028 Economic Development Strategy, focused on recruiting firms that strengthen the park's existing supply chain clusters, generate high-quality employment, and diversify the City's tax base. A copy of the 2026 study can be found here:

The park is designed with generous covenants, green space, parks, and walking paths. Most lots are shovel-ready with all public utilities at lot lines.

2. THE OPPORTUNITY

The City of Whitewater's Community Development Authority (CDA) is pleased to announce a development opportunity at Lot 1B (Parcel /WUP 00322) in the Whitewater Business Park.

Site Details

Attribute	Detail
Lot Number	1B
Parcel (APN)	/WUP 00322
Size	+/- 21.6 Acres
Asking Price	$626,400 ($29,000/acre)
Zoning	M-1 General Manufacturing
County	Walworth County, Wisconsin
Utilities	Gas, electric, fiber optic, and sewer at lot lines
Site Status	Shovel-ready, though grading likely required depending on project
Highway Access	Hwy 12 and Hwy 59

Located south of Hwy 59 within the Walworth County portion of the Business Park, with easy access from both Hwy 12 and Hwy 59. All utilities are available at the lot lines including public water and wastewater, as well as gas and electric (We Energies). Fiber is accessible through TDS or AT&T. The lot is shovel-ready. A 2018 Southeast Wisconsin Regional Plan Commission (SEWRPC) study found no wetlands or floodplain present on the site. A copy of this report is available upon request.

The property is located within Tax Increment District (TID) #10, created in 2021. The City is open to consideration of Tax Increment Financing (TIF) assistance for an appropriate project that meets the State of Wisconsin "but for" test.

The site is also in a current Qualified Opportunity Zone. The City and CDA do not make any claims about availability of Opportunity Zone Funds or future federal designations or amendments to any Opportunity Zones. The City is reapplying for designation under Opportunity Zone 2.0 this year, including this tract.

The CDA is open to a favorable sale of the land to a buyer that will bring the property to a use that meets the terms of this RFP, subject to a Development Agreement reviewed and approved by both the Community Development Authority and the City of Whitewater Common Council. The CDA also has a Loan Fund program available for applicants, subject to application review.

Recently approved projects in the Business Park and the adjoining Whitewater University Technology Park include Summerset Marine Construction (new 150K sq ft manufacturing facility), Summerset Shoreline Restoration, Lavelle’s 50K sq ft warehouse expansion, and two separate contractor suite projects, demonstrating that the CDA and City are willing to work with a variety of developers on different projects including through various incentive programs.

The site is currently listed with Anderson Commercial Group, and any future Offer to Purchase, following proposal selection by the CDA, may be submitted by coordinating with:

Kristen Parks, Vice President – kparks@acgwi.com, 414-550-8925

Patrick McGlinn, Senior Vice President – pmcglinn@acgwi.com, 414-207-5250

3. TARGETED INDUSTRY PROFILE

At 21.6 acres, Lot 1B is one of the largest available parcels in the Business Park and is suited for mid-to-large footprint industrial users. Its scale makes it particularly competitive for firms requiring significant floor area, outdoor staging, or future expansion land. The City encourages proposals from firms in advanced manufacturing, precision industrial support, and supply-chain services that complement the park's existing anchor tenants including Generac, Husco International, HEXPOL, Lavelle Industries, and Fab Pro.

The following table identifies the primary industry types the City is targeting for this parcel, drawn from the recommendations of the 2026 UW-Whitewater FERC Industrial Expansion Strategy Analysis. Proposals outside these categories will be considered on their merits, but proposals that directly address one or more of these gaps will receive priority consideration in evaluation.

Target Industry	SIC Code	NAICS Code	Strategic Rationale
Metal Finishing & Plating	3471	332813	Provides downstream finishing services for Fab Pro, Husco, and Simonswerk; reduces outbound logistics costs for structural metal and precision component manufacturers
Tool and Die / Mold Making	3544	333511	Supports precision molding needs of Lavelle Industries and MacLean-Fogg; reduces prototype lead times and out-of-area sourcing for anchor tenants
Robotics System Integration	3569	333999	Implements automated assembly solutions for Husco and Lavelle; supports the park-wide Industry 4.0 transition
Industrial Packaging	2653	322211	Manufactures protective packaging for finished industrial goods shipped by park tenants including hydraulic valves and specialty hardware
Electronic Component Wholesale	5065	423690	Supplies micro-components and specialized electronics to iButtonLink and East West; supports the sensor and electronics manufacturing cluster

The park's workforce and university proximity provide a built-in talent pipeline for advanced manufacturing and technology-driven firms. The 53190 zip code is home to 894 residents with graduate degrees, and Whitewater's community ranks among the highest in Wisconsin for bachelor's degree attainment. Firms offering professional and technical employment aligned with this workforce profile are strongly encouraged to apply.

4. RFP DETAILS AND SUBMISSION REQUIREMENTS

Timeline

Activity	Deadline
RFP Release Date	July 1, 2026
Responses Due	August 15, 2026, 4:00 p.m.
Short-List Notification	Following review and interviews
Developer Negotiations	To be determined

The City may amend this schedule at any time. Written notice of any changes will be provided to all respondents.

Send all responses and questions to:

Mason Becker, Executive Director

Whitewater Community Development Authority

312 W. Whitewater St., Whitewater WI 53190

mbecker@whitewater-wi.gov

Responses shall not exceed 15 pages (brief appendices are acceptable), and shall use a minimum font size of 11. Respondents must submit one copy electronically to mbecker@whitewater-wi.gov. Hard copy submittals are optional. Submittals must be received no later than the due date and time above. Late submittals will not be accepted.

Required Submittal Components

A. Transmittal Letter

- Official letterhead with contact information for the person authorized to negotiate on behalf of the development team
- Affirmative statement that the respondent agrees to the minimum business terms identified in this RFP
- Certification that the RFP response and exhibits are true and correct; unsigned or undated submissions will not be accepted

B. Development Team

- Identify the developer and all key team members including the project leader and key consultants
- Provide a narrative describing the role and relevant expertise of each firm and key individual involved in project implementation

C. Proposed Development Concept

- One-page narrative describing the development concept envisioned for the site
- Identification of any responsibilities proposed to be imposed on the City and/or CDA
- Description of how the proposed use aligns with the targeted industry profile in Section 3
- Up to three graphics such as a conceptual site plan, at respondent's discretion
- Details on number of positions or wage commitments as available. Ranges are acceptable.

CI. Experience

- Descriptions of at least two and no more than four analogous projects completed within the past five years, each including: project name and location; development scope and square footage; financial characteristics and funding sources; description of the respondent's role; and a public sector contact with telephone and email

CII. Financial Capacity

- Explanation of how the project will be funded including mix of sources
- Statement identifying any targeted threshold rate of return
- Disclosure of any litigation or disputes that could materially affect the team's ability to complete the project
- Statement regarding any prior bankruptcy, default, or foreclosure by any team member

CIII.

#	Evaluation Criterion
1	Agreement to abide by the minimum business terms identified in this RFP
2	Development of projects of similar scope and scale
3	Financial capacity to undertake a project of the proposed magnitude
4	Overall quality and experience of the development team
5	Experience with public/private development agreements
6	Quality and completeness of the RFP response
7	Alignment of proposed use with targeted industry profile and strategic rationale

6. SELECTION PROCESS

The selection process will be conducted in three phases:

Phase 1 - RFP Review:

The City will evaluate all responses and select a short list of one or more development teams to advance to the Developer Review stage.

Phase 2 - Developer Review:

Short-listed teams will be asked to provide more detailed information including preliminary design drawings, a pro forma analysis, identification of an operator if applicable, and a description of any proposed lease terms.

Phase 3 - Negotiation:

The City will enter into a negotiation period with the selected development team for the purpose of negotiating the terms of a Development Agreement.

7. DECLARATION AND ADDITIONAL INFORMATION

CDA Rights

- The CDA reserves the right to reject all submittals for any legally permissible reason without indicating reasons for rejection.
- The CDA reserves the right to amend this RFP by addendum. The CDA is bound only by what is expressly stated in this RFP and any authorized written addenda posted on the City website.
- The CDA accepts no financial responsibility for costs incurred by the respondent during any phase of the selection process. All submittals shall become the property of the CDA.

Withdrawal

The CDA reserves the right to withdraw this RFP at any time without prior notice and makes no representation that any agreement will be awarded to any respondent.

Confidentiality

All submittals are considered confidential until the CDA makes a selection, at which time submittals will become public information. The financial capacity portion of each submittal will be treated as confidential and will not be available for public review at any time.

Conflict of Interest

All members of responding development teams must disclose any and all circumstances that could give rise to any potential conflict of interest with their participation in this project with the CDA or the City of Whitewater, and its agents, representatives, and consultants.

Questions

Any questions arising during preparation of a submittal should be directed to Mason Becker, CDA Executive Director, via email at mbecker@whitewater-wi.gov.

8. ADDENDUM - PUBLIC UTILITY INFORMATION

Stormwater: 18" storm sewer stub on the north side of the cul-de-sac; 15" and 18" stubs on the south side of the property (north side of Innovation Dr). Stormwater is directed to the existing wet detention pond west of the Innovation Center. Developers should evaluate infiltration feasibility and incorporate infiltration standards into site design if feasible.

Sanitary Sewer: 8" sanitary main extended just east of the cul-de-sac, available for connection; two 6" laterals stubbed in off Innovation Drive. Main capacity is sufficient; any constraints would relate to BOD loadings at the treatment facility rather than line capacity.

Water (Flow Test Data – Nearby Hydrants):

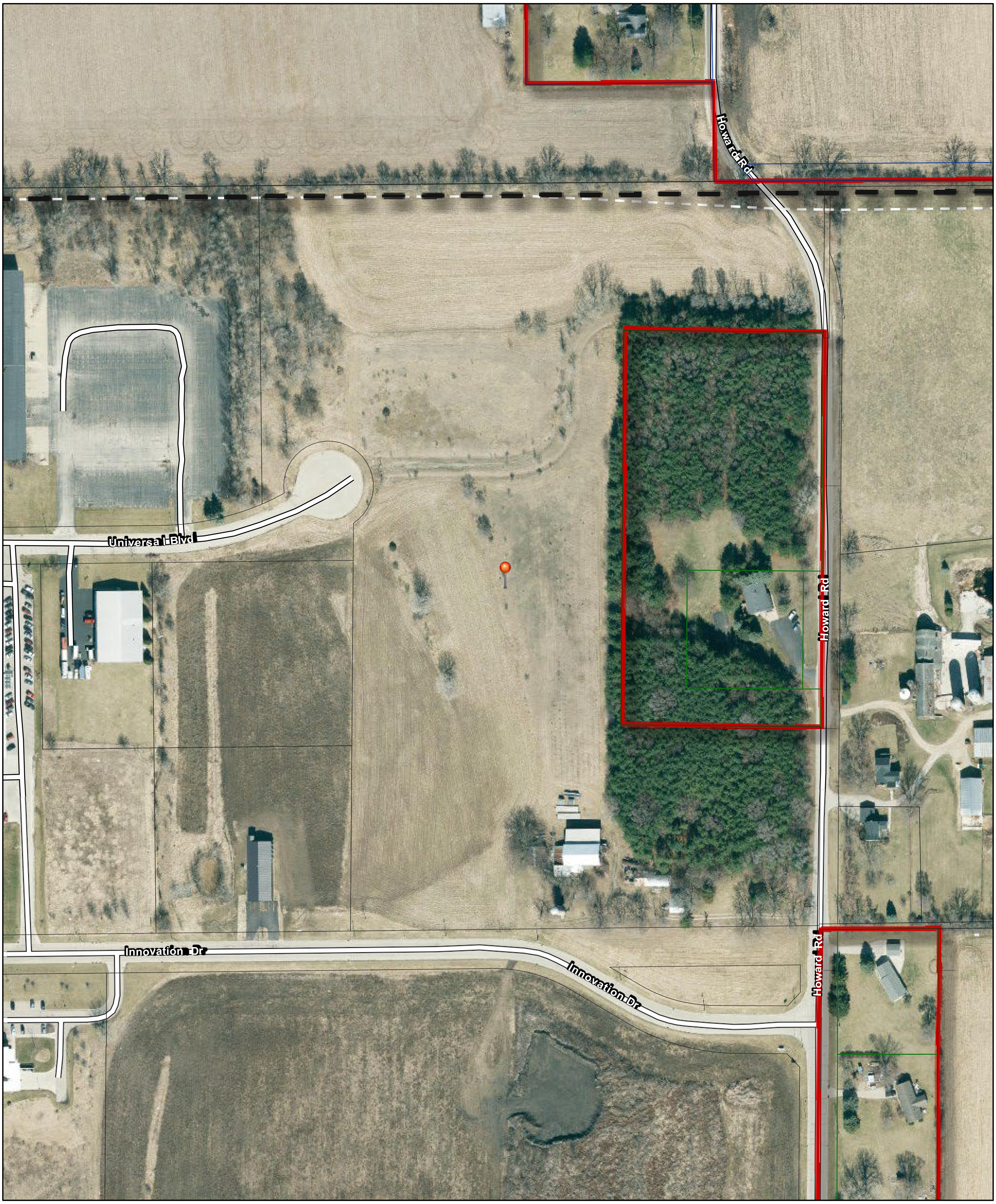
Test Location: Innovation Dr & Howard Rd
Date: 6/3/26
Watermain Size: 12" DI
Hydrant Lead: 6" / 8" stubs
Static/Residual PSI: 51 / 47
Total Flow: 1,100 GPM
Notes: —

Test Location: 1215 Universal Blvd (Lavelle Industries)
Date: 5/6/25
Watermain Size: 12" DI
Hydrant Lead: 6"
Static/Residual PSI: 59 / 55
Total Flow: 1,135 GPM
Notes: Well #8 was offline during test; actual available flow may be higher

Both tests are on hydrants fed by the 12" ductile iron main serving the immediate area around Lot 1B, with fire flows in the 1,100-1,135 GPM range. Site-specific flow testing is recommended to confirm available capacity for a given building design.

ArcGIS Web Map

Item 4.



6/30/2026, 9:27:56 AM

Whitewater Township

Koshkonong & Cold Spring Township

TOWN OF COLD SPRING

1:2,655

0 0.02 0.04 0.09 mi

0 0.04 0.07 0.14 km

Product of the Version 12 Statewide Parcel Map Database Project (V12). Created by: The Wisconsin State Cartographer's Office, Administrated by: The Wisconsin Land Information Program (WLIP) at the Department of Administration (DOA), SE Wisc Reg Planning Comm, Item 4.

Whitewater Business Park: Industrial Expansion Strategy Analysis

University of Wisconsin Whitewater

College of Business and Economics

Fiscal and Economic Research Center

Executive Summary

The Whitewater Business Park represents a significant industrial expansion opportunity in Southeastern Wisconsin. Its existing concentration of advanced manufacturing, polymer science, and logistics firms provides a strong foundation for sustained economic growth.

As industries continue shifting toward more technology-driven operations, the park is well-positioned to evolve into a leading regional business hub. **Current tenant activity already supports over 2,500 jobs and generates substantial labor income, demonstrating a strong economic base.** Strategic expansion would enable the park to transition from a net exporter of labor to a self-sustaining employment center. By targeting key industry gaps and strengthening internal supply chains, Whitewater can improve talent retention, diversify its tax base, and enhance long-term fiscal stability. This report outlines a data-driven strategy to support that transition and position the business park as a competitive industrial destination in Wisconsin.

Market Demand Assessment

TARGET INDUSTRY ALIGNMENT

The case for expanding the business park is rooted in a workforce recapture strategy. By prioritizing advanced, technology-driven manufacturing firms that require high-skilled labor, the city can better align local talent with available opportunities. Currently, many of Whitewater's most educated residents face long commutes or underemployment due to a lack of local high-skill roles. This gap highlights a clear opportunity: a built-in talent pool that can support incoming firms if the right industries are recruited.

The Whitewater Business Park represents far more than a conventional real estate development. It is a comprehensive asset designed to match the local talent with regional opportunity. By developing the available land, the city transitions from a service and student economy into a high-tech industrial hub.

SKILL VS. OPPORTUNITY GAP

The 53190 zip code is home to **894 residents with Master's Degrees**, yet **local employment opportunities are currently dominated by nearly 3,500 jobs in manufacturing and retail, food, and accommodation services**. Even within the business park's residing block group, existing infrastructure is primarily utilized for transportation and warehousing rather than the high-value production roles the residents are qualified for. This forces Whitewater's most educated professionals into long commutes or local underemployment, but indicates a potential talent pool, pending further validation through resident employment surveys, for professional-tailored firms considering the business park.

Taxonomic Framework and Analytical Methodology

The evaluation of the Whitewater Business Park's economic landscape requires a dual-classification approach. The **Standard Industrial Classification (SIC)** system, developed in the 1930s, remains a foundational tool for grouping businesses based on their production characteristics or demand patterns, particularly in legacy databases and for historical trend analysis.

In contrast, the **North American Industry Classification System (NAICS)**, introduced in 1997 and updated every five years, offers a more granular, six-digit hierarchical structure that better reflects the contemporary shift toward information technology, specialized professional services, and high-tech manufacturing.

For this report, interactions are defined through several lenses: **upstream** material supply, **downstream** value-added processing, **lateral** operational support, and innovation-driven **technical complementarity**. **Upstream interactions** occur when the output of one firm (e.g., rubber compounding) serves as a raw material for another. **Downstream interactions** involve the further refinement, assembly, or distribution of goods. **Lateral interactions** encompass shared logistical or maintenance infrastructure, such as heavy truck repair or business support services. Finally, **technical complementarity** arises when specialized knowledge-based firms (e.g., software developers or sensor engineers) provide the digital infrastructure for physical manufacturing operations.

A core strategic objective of this analysis is to leverage proximity within the business park to reduce transaction costs, accelerate the feedback loop for new product introduction (NPI), and foster a resilient "micro-supply chain" that is less susceptible to global shocks.

Industry Identification and Tenant Inventory

The tenant mix in Whitewater demonstrates a high degree of specialization across four primary clusters: Advanced Manufacturing, Advanced Polymers and Sealing, Agricultural and Food Logistics, and the Innovation/ Professional Services cluster.

Business Name	SIC Code	NAICS Code	Primary Industry Desc
Simes Construction Inc	1794	238910	Construction Services
HEXPOL	3053	339991	Rubber Compounding & Sealing Devices
Fab Pro	3441	332312	Fabricated Structural Metal
Generac	3519	333618	Motor and Generator Manufacturing
Husco Automotive LLC	3694	336320	Motor Vehicle Electrical Equipment
The Coburn Company, Inc.	5031	423310	Agricultural Equipment Wholesaling
Riemer Systems	5047	423450	Medical Equipment Wholesaling
MacLean-Fogg Component Solutions	5085	423840	Industrial Supply Wholesaling
Fastenal	5085	423840	Industrial Supply Wholesaling
Martin Brower	5142	424420	Packaged Frozen Food Merchant Wholesaler
Basin Holdings	6719	551112	Holding Company/Mgmt
Blackthorne Capital Management	6799	523910	Investment Advice
Nitardy Funeral Homes	7261	812210	Personal Services
Pauquette Center	8049	621330	Psychological Services
Jedi Virtual K-12	8211	611110	Educational Services

Industry Identification and Tenant Inventory Continued

Business Name	SIC Code	NAICS Code	Primary Industry Des
East West Wisconsin, LLC	8748	541618	Management Consulting
CESA 2	9411	923110	Educational Administration
Wisconsin Army National Guard	9711	928110	National Security
Simonswerk North America Inc	3429	333320	Specialized Hardware/Hinges
Summerset Marine Construction	1629	236210	Marine Construction
Lavelle Industries, Inc.	3061	326291	Molded Mechanical Rubber Goods
Husco International	3492	332912	Fluid Power Valves and Fittings
NPI-Plus (East West)	3671	334419	Electronics Manufacturing Services
iButtonLink	3823	334513	Industrial Sensors & Software
PropertyX LLC	6513	531311	Real Estate Management
Kreative Solutions LLC	7311	541810	Advertising & Business Services
Straight Forward	4813	561421	Call Center/Contact Center
Iron Forge Development	7375	541511	Custom Computer Programming
S & H Truck Services	7538	811111	Heavy Truck Repair & Maintena

IMPLAN

Where available data on companies located within the Whitewater business and technology park were available, an analysis was conducted utilizing the 2026 IMPLAN economic modeling system to determine the economic impact of the jobs created by the companies located within the area. IMPLAN is an input-output model used to estimate 1) temporary jobs generated by construction, 2) direct and indirect tax revenues, and 3) all indirect job and spending numbers. By capturing the **"multiplier effect,"** the IMPLAN model allows the reader to see the full impact of a group of businesses in each geographic area. The multiplier accounts for **"indirect spending,"** such as supplies required for the original product being measured, and **"induced spending,"** which is money that re-circulates in the economy due to employees' spending. The term "indirect" is used here to reflect both of those categories. This model produces an economic multiplier, a quantitative measure of economic impact that recognizes that all levels of economies are interconnected networks of interdependent activity. These projections assume a high level of local spending retention; actual impacts may vary based on external leakages to surrounding metropolitan areas.

Direct Effect – This refers to production change associated with a change in demand for the goods or services produced by the companies themselves. It is the initial impact to the economy.

Indirect Effect – This refers to the secondary impact caused by changing input needs of directly affected industries (e.g., additional input purchases to produce additional output). It concerns inter-industry transactions, as businesses that exist within the business park create a demand for locally sourced materials needed to produce its product or service.

Induced Effect – This is caused by changes in household spending due to the additional employment generated by direct and indirect effects. The induced effect measures the effects of the changes in household income, as individuals working in the ne businesses and the businesses' suppliers spend money at restaurants, grocery stores, and shops.

Economic Impact of Business Park Companies

Impact Type	Employment	Labor Income	Output
Direct Effect	1,400 Jobs	$105,000,000	$525,000,000
Indirect Effect	640 Jobs	$53,000,000	$175,000,000
Induced Effect	660 Jobs	$42,000,000	$130,000,000
Total Effect	**2,700 Jobs**	**$200,000,000**	**$830,000,000**

Impact by Industry

Manufacturing
950 Jobs

Healthcare
290 Jobs

Finance, Insurance, Real Estate
200 Jobs

Business Services
450 Jobs

Wholesale
270 Jobs

Restaurants
110 Jobs

Retail
135 Jobs

Cluster Analysis: Mechanical and Automotive Engineering

The core of the Whitewater Business Park's industrial identity is its mechanical and automotive cluster, anchored by Generac, Husco International, and Husco Automotive. These entities operate within a sophisticated framework of electro-hydraulic and electro-mechanical control systems. Husco Automotive LLC, classified under SIC 3694 and NAICS 336320, specializes in electrical equipment for internal combustion engines and electrified vehicles, including wiring harnesses, alternators, and electronic instrument panels.

This cluster exhibits significant potential internal verticality. Husco International (NAICS 332912) focuses on fluid power valve and hose fitting manufacturing, which requires precision structural inputs. Fab Pro (NAICS 332312) could provide these critical structural metal fabrication services, enabling the creation of custom enclosures and manifolds for Husco's valves. Furthermore, the evolution of Husco's product line toward "intelligent" systems like INCOVA—which replaces traditional spool valves with electronic controls—could create a direct demand for the custom software services provided by Iron Forge Development and the electronics manufacturing capabilities of NPI-Plus.

Generac is another pivotal firm when analyzing this specific cluster. Its potential to sustain collaborative relationship with auto electric manufacturing firms such as Husco Automotive LLC could allow both entities to capitalize on their proximity. In theory, Husco Automotive LLC would provide the precision engineering with power timing and logistics Generac needs for its production, while Generac could provide the physical torque and power components required by Husco Automotive LLC for their outputs. On paper these two companies work well together and represent a mutual relationship. Proximity is a key variable in a synergy such as this, allowing engineers from both sides to communicate more efficiently and exchange inputs at lower costs. Identifying other relationships such as this will narrow down target industries best suited for expansion.

Complementarity is also evident in the specialized hardware sector. Simonswerk North America (NAICS 333320) produces high-end adjustable hinge systems used in demanding retail and industrial environments. While their primary markets include the Apple Campus and Mercedes-Benz Stadium, their proximity to metal fabricators and polymer specialists in the park allows for localized sourcing of finishes and seals.

Cluster Analysis: Advanced Polymers and Sealing Solutions

The advanced polymer cluster is arguably the park's most evident potential value chain. It begins with HEXPOL (SIC 3053 / NAICS 339991), a global leader in rubber compounding. The Whitewater facility specializes in high-performance materials like FKM (Fluoroelastomer), HNBR (Hydrogenated Nitrile), and AEM (Ethylene Acrylic Rubber), which are specifically engineered to withstand extreme heat, chemicals, and abrasion.

These compounds could serve as the primary feedstock for Lavelle Industries (SIC 3061/3069, NAICS 326291/326299). Lavelle is a vertically integrated OEM manufacturer that designs and molds precision rubber and plastic components, including gaskets, seals, bushings, and O-rings. This implied interaction between HEXPOL and Lavelle is a textbook example of upstream/downstream complementarity. HEXPOL provides the "material difference" through custom recipes, while Lavelle transforms those recipes into functional parts for the HVAC, plumbing, and transportation industries.

Furthermore, MacLean-Fogg Component Solutions contributes to this cluster through its Engineered Plastics Company (EPC), which specializes in close-tolerance functional plastics and insert molding. The integration of these firms creates a "Polymer Hub" where shared knowledge of elastomer behavior and injection molding techniques can be leveraged for rapid innovation. The fasteners and plastic solutions provided by MacLean-Fogg could also support the final assembly needs of the mechanical cluster, demonstrating cross-cluster synergy.

Cluster Analysis: Agricultural and Food Logistics

The agricultural and food distribution cluster leverages Whitewater's strategic location within "America's Dairyland" to manage high-volume supply chains. The Coburn Company (NAICS 423310/423820) has operated since 1925 as a major manufacturer and wholesale distributor of milking equipment and livestock supplies. Their product range—from milk filtration systems and portable milkers to animal health tools—requires a steady supply of rubber tubing, plastic moldings, and fabricated metal parts, all of which are products produced by neighboring firms like Lavelle and Fab Pro.

Parallel to Coburn is Martin Brower (SIC 5142 / NAICS 424420), which operates a highly sophisticated multi-temperature logistics and distribution network for the frozen food industry. Martin Brower functions as a 3PL and 4PL provider, managing the end-to-end supply chain for multinational fast-food chains. This involves complex demand planning, real-time inventory tracking, and specialized warehousing.

This logistics-heavy cluster is potentially supported laterally by S & H Truck Services (SIC 7538/7539), which could provide the essential maintenance and repair for the heavy truck fleets operated by both Martin Brower and Coburn. This localized maintenance infrastructure ensures high operational uptime for the park's distribution giants.

Cluster Analysis: Innovation and Professional Infrastructure

The Innovation Center (1221 Innovation Dr) serves as the “intellectual engine” of the park, housing firms that could provide the digital and administrative services required by the modern industrial tenants. iButtonLink (NAICS 334513) is a pioneer in sensor network technology and data loggers, providing monitoring solutions for the cold chain, transportation, and aerospace industries. Their sensors have been utilized on the International Space Station, demonstrating a level of technical excellence that elevates the reputation of the entire business park.

Iron Forge Development (NAICS 541511) complements the sensor hardware with custom computer programming, specifically focusing on software that meets the needs of customers. Their expertise in applications software and system design is prospectively vital for firms like Husco and Lavelle as they adopt Industry 4.0 practices such as predictive maintenance and automated quality control.

NPI-Plus (East West Wisconsin) provides another critical link as an electronics manufacturing services (EMS) provider. They offer quick-turn prototyping and a “New Product Introduction” model that is ideal for the innovation-focused startups in the park, allowing them to localize their supply chain from design to box-build assembly. Additionally, East West Wisconsin is helping push the “advanced manufacturing” agenda by providing smart engineering services to outdated producers. A push for integration of similar firms/services within the park could help upgrade labor opportunities, ultimately increasing the attraction of more skilled laborers. This ecosystem is rounded out by Straight Forward, which offers call center and contact center solutions that can scale as the park’s manufacturers grow their customer bases.

Potential Upstream, Downstream, and Lateral Interaction Matrix (SIC)

The following matrix visualizes the interactions between the SIC codes represented in the park. An “I” indicates an input or an upstream relationship while an “O” indicates an output or downstream relationship between industries.

Industry/SIC		Buyers									
		Rubber Compounding (3053)	Mechanical Rubber (3061)	Structural Metal (3441)	Industrial Valves (3491)	Motors and Generators (3621)	Auto Electrical Equipment (3694)	Ind. Supply Wholesale (5085)	Custom Software (7371)	Truck Repair (7538)	Management Consulting (8748)
Suppliers	Rubber Compounding (3053)		I			I					
	Mechanical Rubber (3061)				I/O	I	I				
	Structural Metal (3441)				I/O	I	I		I/O		
	Industrial Valves (3491)		I/O	I/O			I/O	O	I/O		O
	Motors and Generators (3621)				I		I/O		I/O		
	Auto Electrical Equipment (3694)		I	I	I/O	I/O		O	I/O		O
	Industrial Supply Wholesale (5085)	I	I	I	I	I	I				
	Custom Software (7371)			I/O	I/O	I/O	I/O				I
	Truck Repair (7538)							I			
	Management Consulting (8748)	I	I	I	I	I	I	I	I	I	

SIC Interaction Checklist and Criteria

The interactions marked in the SIC matrix are based on established industrial supply chain norms and the specific capabilities of the Whitewater tenants. Below are further examples of these relationships.

- **SIC 3053 -> SIC 3061:** Upstream material flow. Custom rubber compounds are a primary input for molded mechanical goods.
- **SIC 3061 -> SIC 3491/3694:** Component integration. Molded seals and O-rings are essential for the integrity of hydraulic valves and automotive electrical assemblies.
- **SIC 3441 -> SIC 3491/3694:** Structural support. Precision-fabricated sheet metal is used for the housings and brackets of complex mechanical and electrical systems.
- **SIC 3621 -> SIC 7371:** Modern motors often require integrated variable frequency drives (VFD) or programmable logic coding. Custom software firms provide the code to run the motor, while the motor manufacturers provide the physical test beds and hardware platforms for that software.
- **SIC 5085 ->All Manufacturing:** Operational maintenance. Wholesalers provide the fasteners, MRO supplies, and tools required for daily factory operations.
- **SIC 7371 -> SIC 3491/3694:** Technical Integration. Custom software is required for the digital control of hydraulic and automotive components.
- **SIC 7538 -> 5031/5142:** Lateral support. Fleet logistic maintenance is vital for regional distribution.
- **SIC 8748 -> All firms:** Supply chain resolve. Management consulting firms can provide the supply chain solutions to any industry.

Potential Upstream, Downstream, and Lateral Interaction Matrix (NAICS)

The NAICS matrix focuses on the modern process-based interactions that define the park's efficiency. An "I" indicates an input or an upstream relationship, while an "O" indicates an output or downstream relationship between industries.

Industry/NAICS	Buyers									
Suppliers	Gaskets/Seals (339991)	Molded Rubber (326291)	Fab. Sheet Metal (332312)	Fluid Power (332912)	Motor and Generator Mfg. (335312)	Auto Electrical Manufacturing (336320)	Industrial Supplies (423840)	Custom Programming (541511)	Truck Maintenance (811111)	Management Consulting (541618)
Gaskets/Seals (339991)		I			I					
Molded Rubber (326291)				I/O	I	I/O				
Fabricated Sheet Metal (332312)				I/O	I	I/O		I/O		
Fluid Power (332912)		I/O	I/O			I/O		I/O		
Motor and Generator Manufacturing (335312)				I		I/O		I/O		I
Auto Electrical Manufacturing (336320)		I/O	I/O	I/O	I/O			I/O		
Industrial Supplies (423840)	I	I	I	I	I	I				
Custom Programming (541511)			I/O	I/O	I/O	I/O				I
Truck Maintenance (811111)							I			
Management Consulting (541618)	I	I	I	I	I	I	I	I	I	

NAICS Interaction Checklist and Criteria

The NAICS system emphasizes the "process" of production, which highlights some of the following synergies:

- **NAICS 339991 -> NAICS 326291:** Process feedstock. Specialized sealing devices and compounds are used in the broader rubber molding processes.
- **NAICS 332312 -> NAICS 332912:** Value-added fabrication. Sheet metal components are critical for the protective enclosures and mounting systems of fluid power valves.
- **NAICS 335312 -> NAICS 336320:** Two-way co-design enablement. The motor provides the physical torque and rotation, and the electric system provides the power timing and logic.
- **NAICS 541511 -> NAICS 332912/336320:** Digital enablement. Software firms develop the logic for the "Smart Valves" and electronic instrument panels that represent the future of the automotive and heavy equipment sectors.
- **NAICS 423840 -> All Manufacturing:** Just-in-time logistics. Industrial suppliers act as the inventory buffer for precision fasteners and hydraulic fittings.
- **NAICS 811111 -> 423310:** Fleet optimization. Specialized repair services cater to the refrigerated trailers and heavy agricultural machinery used in the park's distribution hub.
- **541618 -> All firms:** Operational advancement. Consulting firms provide smarter manufacturing solutions and can help increase overall operational efficiency for any other industry.

Ecosystem Gap Analysis and Strategic Voids

Identified Redundancies and Overlaps

Industrial Wholesaling (SIC 5085/NAICS 423840): Both Fastenal and MacLean-Fogg operate in this space. While this ensures price competition, it also represents a potential redundancy in floor space. One of these firms could be offered targeted municipal incentives, such as specialized equipment grants or tax credits for high-reliability electronics, to diversify into more specialized sectors, such as high-reliability electronics components distribution, to better serve iButtonLink and NPI-Plus.

Educational and Public Sector Administration (NAICS 923110/611110): The presence of CESA 2 and Jedi Virtual K-12, along with the Innovation Center's university collaboration, is a strength, but there is a risk of fragmented workforce development efforts. Streamlining these into a unified "Whitewater Skills Lab" would better serve the recruitment needs of the manufacturers.

Critical Structural Gaps

Metal Finishing and Surface Treatment (SIC 3471/NAICS 332813): Firms like Fab Pro and Simonswerk require specialized metal finishing (anodizing, plating, powder coating).

Tool and Die and Mold Making (SIC 3544/NAICS 333511): Lavelle Industries and MacLean-Fogg rely heavily on custom molds for their injection and compression molding operations. A dedicated tool and die shop in the park would accelerate prototyping and reduce lead times for custom customer orders.

Specialized Industrial Packaging (SIC 2653/NAICS 322211): The high volume of finished goods leaving the park—from hydraulic valves to boat lifts—requires durable, customized industrial packaging.

Independent Testing and Validation Laboratories (SIC 8734/NAICS 541380): There is a clear need for an independent lab that can perform stress testing, chemical analysis, and environmental validation.

Strategic Recruitment Recommendations and Target Codes

To maximize the "Synergy Coefficient" of the Whitewater Business Park, new tenant recruitment should be prioritized based on their ability to close identified gaps and support the technological evolution of the anchor tenants. These recommendations are structured around the idea of a localized supply chain within the business park.

Priority 1: High-Precision Infrastructure Support

These firms are positioned to lower the cost of production for existing manufacturers by reducing logistics overhead for existing manufacturers and reduce the environmental impact of long-distance shipping for finishing services.

Target Industry	Recommended SIC	Recommended NAICS	Strategic Rationale
Metal Finishing & Plating	3471	332813	Provides essential downstream finishing for Fab Pro, Generac, Husco, and Simonswerk.
Tool and Die Shop	3544	333511	Supports custom molding needs for Lavelle and MacLean-Fogg.
Electronic Component Wholesale	5065	423690	Supplies the specific micro-components needed by iButtonLink and NPI-Plus.

Strategic Recruitment Recommendations and Target Codes Continued

Priority 2: Logistics and Supply Chain Resilience

These targets focus on the efficient movement and protection of goods, supporting the distribution-heavy sectors of the park.

Target Industry	Recommended SIC	Recommended NAICS	Strategic Rationale
Industrial Packaging	2653	322211	Manufactures the protective housing for shipping finished industrial goods.
Specialized Freight Forwarding	4731	488510	Coordinates international air/sea freight for firms with global reach like Simonswerk.
Testing & Calibration Labs	8734	541380	Provides the ISO 17025 validation required by iButtonLink and HEXPOL.

Strategic Recruitment Recommendations and Target Codes Continued

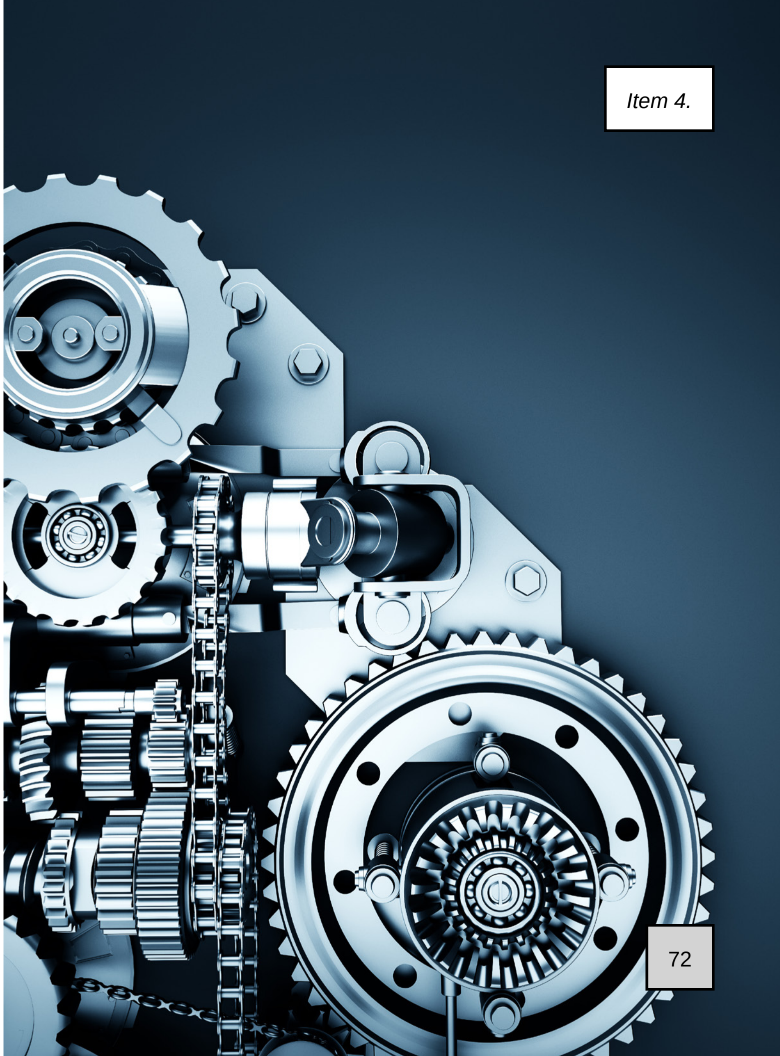
Priority 3: Industry 4.0 Integration

These industries will support the "Smart Manufacturing" transition, ensuring the park remains competitive in the high-tech global market.

Target Industry	Recommended SIC	Recommended NAICS	Strategic Rationale
Robotics System Integration	3569	333999	Implements automated assembly lines for Husco and Lavelle.
Additive Manufacturing (3D)	3999	333249	Enables rapid prototyping for NPI-Plus and custom software development
Industrial Data Analytics	7373	541511	Works with iButtonLink to turn sensor data into predictive maintenance models.

Strategic Alignment and Future Outlook

The goal and long-term vision of the Whitewater Business Park should be to shift the surrounding area from a labor exporter to a self-sustaining and even labor-importing hub. By developing the remaining land in the business park, the city and the surrounding area can actively implement a workforce retention strategy. This gap can be largely filled by recruiting industries that align with the specific degree types found in the local 53190 zip code, thereby attracting and retaining skilled workers. Currently, most jobs within the business park focus on service positions, and the park overall lacks more professional firms. Addressing this skill gap will, in turn, attract more skilled workers and retain them within the community. The park's site features demonstrate the capability to support the growth and scalability of larger, more professional industrial partners.



Strategic Alignment and Future Outlook

Moving forward, strategic planning must focus on high-value industries that align with the education and skill levels of the local workforce. Tech-driven businesses and advanced manufacturing firms are well-positioned to leverage the area's skilled workers. By fostering these industries, development can better align with regional economic goals that aim to diversify the tax base from a student-centric focus to high-yield industrial assets.

One notable exception to the issue of integration and clusters is Generac. While a large employer (with over 400 employees in the immediate area), the input analysis does not create direct interactions with suppliers to either the NAICS codes or SIC codes. While this may be an opportunity to attract companies that can serve relationships with Generac, their customer base would need to expand beyond the Whitewater Business Park. As a result, it is an opportunity but would require a regional expansion of their customer base.

Bridging the skill-opportunity gap would enable local talent to live, work, and spend within the community. This strategic alignment ensures that investments directly contribute to local prosperity. Building on existing assets such as the university and the business park, additional development within the park will strengthen the area as a catalyst for increasing median income, expanding the labor force, and improving overall quality of life. With the right approach, Whitewater can establish itself as a competitive, ready-to-build industrial hub in Southeastern Wisconsin.

ABOUT THE FERC

The University of Wisconsin-Whitewater Fiscal and Economic Research Center provides research services for area businesses, not-for-profits organizations and government entities, including:

- Economic Analysis
- Geographic Information Systems (GIS) analysis
- Market research, marketing strategy and planning
- Statistical analysis
- Simulation analysis
- Ecological and biological analysis
- Government and public policy analysis
- Entrepreneurship
- Economic forecasting and business development

Editor and Graphic Designer

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Fun Fact

What is:

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Shannon Murray

NAICS 332813

NAICS 333511

Roadmap

1. Introduction
2. Purpose
3. Data Collection
4. Data Summary
5. Tenant Inventory and SIC/NAICS Interaction Matrices
6. Recommendations
7. Conclusion

Editor and Graphic Designer
Shannon Murray

Introduction

The Whitewater Business Park represents a significant industrial expansion opportunity in Southeastern Wisconsin. Its existing concentration of advanced manufacturing, polymer science, and logistics firms provides a strong foundation for sustained economic growth.

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Shannon M

The paper evaluates the Whitewater Business Park as a regional economic development asset. It studies the current tenant mix, workforce conditions, and how businesses in the park connect to one another.

The broader goal is to determine how Whitewater can expand in a strategic, evidence-based way.

Purpose

This paper was written to:

- Identify the current role of the business park in Whitewater's economy.
- Measure whether the labor shed can support further growth.
- Help local leaders recruit the right firms instead of simply filling space.
- Show how internal business-to-business linkages can create a stronger local supply chain.

Data Collection

The report uses tenant inventories, SIC codes, NAICS codes, and IMPLAN economic analysis.

It also uses labor market and workforce data across Whitewater and nearby geographies.

A dual-classification method was used: SIC for legacy industry relationships and NAICS for modern process-based interactions.

Important Methodological Point: SIC and NAICS are both used because each reveals different kinds of business relationships.

Data Summary

The park contains several strong clusters rather than a random mix of firms.

The most visible clusters are advanced manufacturing, advanced polymers and sealing, agricultural and food logistics, and innovation/professional services.

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The report argues that proximity lowers transaction costs and creates a localized "micro-supply chain."

Industry Identification and Tenant Inventory (1 of 2)

Item 4.

Business Name	SIC	NAICS	Primary Industry
Simes Construction Inc	1794	238910	Construction Services
HEXPOL	3053	339991	Rubber Compounding & Sealing Devices
Fab Pro	3441	332312	Fabricated Structural Metal
Husco Automotive LLC	3694	336320	Motor Vehicle Electrical Equipment
The Coburn Company, Inc.	5031	423310	Agricultural Equipment Wholesaling
Riemer Systems	5047	423450	Medical Equipment Wholesaling
MacLean-Fogg Component Solutions	5085	423840	Industrial Supply Wholesaling
Fastenal	5085	423840	Industrial Supply Wholesaling
Martin Brower	5142, 7359	424420, 532411	Frozen Food Distribution & Equipment Rental
Basin Holdings	6719	551112	Holding Company / Mgmt
Blackthorne Capital Management	6799	523910	Investment Advice
Nitardy Funeral Homes	7261	812210	Personal Services
Pauquette Center	8049	621330	Psychological Services

Recreated from the report table. This is the first half of the tenant inventory.

Industry Identification and Tenant Inventory (2 of 2)

Item 4.

Business Name	SIC	NAICS	Primary Industry
Jedi Virtual K-12	8211	611110	Educational Services
East West Wisconsin, LLC	8748	541618	Management Consulting
CESA 2	9411	923110	Educational Administration
Wisconsin Army National Guard	9711	928110	National Security
Simonswerk North America Inc	34342	333320	Specialized Hardware/Hinges
Summerset Marine Construction	1629	236210	Marine Construction
Lavelle Industries, Inc.	3069, 3061	326299, 326291	Molded Mechanical Rubber Goods
Husco International	3492, 3494, 3491	332912, 332919, 332911	Fluid Power Valves and Fittings
NPI-Plus (East West)	3679, 3669, 3671	335, 334419	Electronics Manufacturing Services
iButtonLink	3823, 7371	334513, 541511	Industrial Sensors & Software
PropertyX LLC	6513, 6512, 6531	531110, 531311	Real Estate Management
Kreative Solutions LLC	73, 7311	54541	Advertising & Business Services
Straight Forward / S & H Truck Services	7338, 4813 / 7538, 7539	56142, 561421 / 811111	Call Center / Truck Repair & Maintenance

Recreated from the report table. This is the second half of the tenant inventory.

Tenant Inventory Table

The table shows:

- That the park is diverse, but not random.
- The listed firms group naturally into clusters: manufacturing, polymers/seals, logistics, wholesale support, software/tech, and institutional services.
- The inventory matters because it provides the raw evidence for the later synergy analysis.
- The report is not just counting tenants; it is showing how the mix of tenants creates economic value through interaction.

These slides support the paper's claim that the park already contains the building blocks of a local production network.

Potential Upstream, Downstream, and Lateral Interaction Matrix (SIC)

Industry	Rubber Comp. (3053)	Mech. Rubber (3061)	Struct. Metal (3441)	Ind. Valves (3491)	Motors/Gen. (3621)	Auto Elec. (3694)	Ind. Supply (5085)	Custom SW (7371)	Truck Repair (7538)	Mgmt Cons. (8748)
Rubber Comp. (3053)		I		I		I				
Mech. Rubber (3061)			I	I/O		I				
Struct. Metal (3441)				I		I/O	I			
Ind. Valves (3491)	I/O	I/O	I/O		O	I/O	O	I	I/O	I/O
Motors/Gen. (3621)		I/O	I	I		I/O	O	I/O		O
Auto Elec. (3694)		I	I	I				I		
Ind. Supply (5085)	I	I	I	I	I	I				
Custom SW (7371)				I		I				
Truck Repair (7538)							I			

I

I = upstream/input relationship; O = downstream/output relationship. Matrix recreated in simplified form from the report text and visible table content.

Example Relationship Hub: Industrial Valves (SIC 3491)

Industrial Valves is one of the most connected SIC categories in the matrix because it both uses inputs from other industries and supports downstream production.

Each cell compares the industry in the row with the industry in the column.
An "I" means the row industry provides an input to the column industry.
An "O" means the column industry provides an input or downstream value to the row industry.
An "I/O" means the relationship can run in both directions.

Upstream Inputs

Rubber Compounding (3053): supplies rubber materials for seals and gaskets.

Mechanical Rubber (3061): provides molded seals and O-rings for hydraulic integrity.

Structural Metal (3441): supplies housings, brackets, and metal components.

Industrial Supply Wholesale (5085): provides fasteners, MRO supplies, tools, and replacement parts.

Why SIC 3491 Is Central

Industrial valves combine rubber, metal, precision parts, and control systems.

That complexity makes valve production dependent on several nearby suppliers.

The I/O pattern shows this industry is both a buyer of inputs and a contributor to downstream value.

Downstream & Lateral Links

Auto Electrical Equipment (3694): valve and control systems can complement automotive components.

Custom Software (7371): supports digital control, monitoring, testing, and integration.

Truck Repair (7538): supports logistics and movement of industrial products.

Management Consulting (8748): supports process improvement and supply-chain strategy.

Takeaway: SIC 3491 shows how the park can function as a micro-supply chain, reducing transaction costs and strengthening local competitiveness.

Meaning of the SIC Interaction Matrix

The SIC matrix shows where firms are connected through traditional supply-chain relationships.

An 'I' means one industry provides inputs to another. An 'O' means one industry receives outputs ordownstream value from another.

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This table helps prove that firms in the park can buy from, support, or build on one another instead ofoperating in isolation.

The biggest idea: the business park behaves like a small industrial ecosystem rather than a set ofunrelated buildings.

Examples from the report: HEXPOL feeds Lavelle; Lavelle supports Husco; Fastenal and MacLean-Fogg support manufacturers through MRO and supply distribution.

Potential Upstream, Downstream, and Lateral Interaction Matrix (NAICS)

Item 4.

Industry	Rubber Comp. 339991	Molded Rubber 326291	Struct. Metal 332312	Valves/Fittings 332911	Auto Equip. 336320	Ind. Supply 423840	Software 541511	Truck Repair 811111
Rubber Comp. 339991		I		I				
Molded Rubber 326291			I	I/O	I			
Struct. Metal 332312				I	I/O	I		
Valves/Fittings 332911	I/O	I/O	I/O		O	I	I	
Auto Equip. 336320		I	I	I			I	
Ind. Supply 423840	I	I	I	I	I			I
Software 541511				I	I			
						I		

Simplified reconstructed matrix using the report's NAICS interaction logic. This version emphasizes process-based relationships rather than older SIC categories.

Meaning of the NAICS Interaction Matrix

The report says NAICS better reflects information technology, specialized professional services, and high-tech manufacturing.

Item 4.

The NAICS matrix updates the analysis for modern production processes.

It is especially useful for understanding newer relationships involving software, sensors, electronics integration, and advanced manufacturing.

Compared with SIC, NAICS gives a more contemporary view of how firms create value together.

This supports the paper's argument that Whitewater is not just industrial land; it is a developing advanced-manufacturing network.

The Relevance of these Tables to the Whole Paper

The tenant inventory identifies who is in the park.

The SIC matrix shows traditional supplier-buyer and support relationships.

The NAICS matrix shows modern process-based and technology-driven relationships.

Together, the tables are the evidence behind the paper's central claim: Whitewater can strengthen a resilient, localized micro-supply chain.

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Strategic Recruitment Recommendations and Target Codes

The table shows:

- To maximize the **Synergy** Coefficient, recruitment should prioritize firms that close identified gaps.
- The targets should also support the technological evolution of **anchor tenants**.
- The recommended industries are grouped into three priorities: infrastructure support, logistics resilience, and Industry 4.0 integration.

Strategic Recruitment Recommendations and Target Codes

Priority 1: High-Precision Infrastructure Support

These firms may offer lower production costs for existing manufacturers and reduce the environmental impact of long-distance shipping for finishing services.

Target Industry	Recommended SIC	Recommended NAICS	Strategic Rationale
Metal Finishing & Plating	3471	332813	Provides essential downstream finishing for Fab Pro, Husco, and Simonswerk.
Tool and Die Shop	3544	333511	Supports custom molding needs for Lavelle and MacLean-Fogg.
Electronic Component Whsl	5065	423690	Supplies specific micro-components needed by iButtonLink and NPI-Plus.

Logic of "Priority 1: High-Precision Infrastructure Support"

Priority 1: High-Precision Infrastructure Support

Just as a note: **NAICS 332813** is specifically: electroplating, plating, polishing, anodizing and coloring (powder-coating is 332812)

It is possible that **a current company (given their NAICS codes) may manufacture or use precision metal valve/fitting components that require finishing. If those finishing services are not available locally, the parts would be shipped out to a metal-finishing firm and then returned for final assembly, testing, or shipment.**

NAICS 333511 is specifically: injection molds, die casting molds, compression molds, blow molds, stamping dies, precision tooling, and fixtures (possibly **Lavelle--** Makes molded mechanical rubber goods — needs precision molds to shape rubber components **and MacLean-Fogg--** Industrial supply and component manufacturing — needs custom tooling for fasteners and fittings)

It is possible that current companies (given their industry profiles) rely on specialized molds and tooling to produce molded rubber, plastic, and close-tolerance industrial components. If those tool-and-die or mold-making services are not available locally, firms may need to source molds, dies, or custom fixtures from outside the area, which can increase lead times, slow prototyping, and reduce flexibility for custom production runs. A local NAICS 333511 firm would help support faster product development, more efficient production changes, and stronger supply-chain coordination within the business park.

1. The park already has manufacturing and technical firms.
2. Those firms need specialized support services.
3. Some of those services may currently be sourced from outside the area.
4. Recruiting those support firms would reduce shipping time, logistics costs, delays, and coordination problems.
5. It would also make the existing anchor tenants more productive and more likely to grow locally.

Strategic Recruitment Recommendations and Target Codes

Priority 2: Logistics and Supply Chain Resilience

These targets focus on efficient movement and protection of goods, supporting the distribution-heavy sectors of the park.

Target Industry	Recommended SIC	Recommended NAICS	Strategic Rationale
Industrial Packaging	2653	322211	Manufactures protective housing for shipping finished industrial goods.
Specialized Freight Forwarding	4731	488510	Coordinates international air/sea freight for firms with global reach like Simonswerk.
Testing & Calibration Labs	8734	541380	Provides ISO 17025 validation required by iButtonLink and HEXPOL.

Strategic Recruitment Recommendations and Target Codes

Priority 3: Industry 4.0 Integration

These industries support the smart-manufacturing transition and help the park remain competitive in the high-tech global market.

Target Industry	Recommended SIC	Recommended NAICS	Strategic Rationale
Robotics System Integration	3569	333999	Implements automated assembly lines for Husco and Lavelle.
Additive Manufacturing (3D)	3999	333249	Enables rapid prototyping for NPI-Plus and custom software development.
Industrial Data Analytics	7373	541511	Works with Iron Forge to turn sensor data into predictive maintenance models.

Strategic Alignment and Future Outlook

Long-term goal: shift Whitewater from a labor-exporting area to a self-sustaining and eventually labor-importing hub.

Developing the remaining land can support **workforce retention** by creating more advanced jobs for skilled workers.

- Right now, the concern is that local talent may leave the area for better jobs elsewhere. The business park can help reverse that by creating stronger local opportunities.

The park currently has many service-oriented positions and **lacks enough professional firms**. Addressing this skill gap can help attract and retain skilled workers within the community.

Strategic Alignment and Future Outlook

Future recruitment should align with the education and skill levels of the local workforce.

Tech-driven businesses and advanced manufacturing firms are well-positioned to leverage the area's skilled workers.

> The document emphasizes that future recruitment should focus on **tech-driven businesses and advanced manufacturing firms** that fit the area's education and skill base.

Strategic development can diversify the tax base from a student-centric focus to high-yield industrial assets.

Bridging the skill-opportunity gap allows local talent to live, work, and spend in the community.

> The point is **not just "bring in any firms,"** but bring in firms that let local people live, work, and spend in the community, which strengthens the local economy

Recommendations

Recruit firms that close visible supply-chain gaps, such as **metal finishing, tool and die, electronics component wholesale, packaging, and testing labs**.

Use the existing cluster strengths as a marketing tool when recruiting new tenants.

Coordinate workforce development so **training** aligns with the actual needs of advanced manufacturers in the park.

Keep emphasizing **proximity, faster feedback loops, and lower logistics** costs as Whitewater's strategic advantage.

Editor and

Shannon Murray

Conclusion

The tenant inventory shows who is **already** in the park.

The interaction analysis shows how those firms can **support one another**.

The recommendation tables identify which industries should be **recruited next**.

With the right approach, Whitewater can become a competitive, **ready-to-build industrial hub** in Southeastern Wisconsin.

Conclusion

The expanded tables display that Whitewater's business park already contains the foundations of a local industrial ecosystem. **The goal is to turn those partial linkages into a denser, higher-value, more resilient supply chain.** That is why the paper focuses not just on current occupancy, but on strategic alignment and future recruitment.

Moving forward, strategic planning must focus on high-value industries that align with the education and skill levels of the local workforce. Tech-driven businesses and advanced manufacturing firms are well-positioned to leverage the area's skilled workers. By fostering these industries, development can better align with regional economic goals that aim to diversify the tax base from a student-centric focus to high-yield industrial assets.

Finally

Raise median income

Expand labor force participation

Diversify the tax base away from a student-centered economy

Improve overall quality of life

Position Whitewater as a competitive industrial hub in Southeastern Wisconsin

City of WHITEWATER	# Innovation Center Advisory Panel
Meeting Date:	July 14, 2026
Agenda Item:	Memo re Advisory Panel
Staff Contact (name, email, phone):	Mason Becker, mbecker@whitewater-wi.gov, 262.443.4458

BACKGROUND
(Enter the who, what when, where, why)

At our April meeting, we discussed the idea of expanding the Innovation Center Advisory Panel. Expansion allows for inclusion of diverse skill sets—entrepreneurship, venture capital, higher education, industry, workforce development, and government. This diversity leads to more informed decision-making and stronger strategic guidance.

A larger, more representative panel ensures that the Innovation Center remains responsive to evolving industry needs, particularly in high-growth sectors such as technology, advanced manufacturing, and startups. A well-rounded advisory panel with recognized leaders enhances the Innovation Center's reputation, helping attract tenants, partners, and potential funding opportunities.

Including members from regional partners (universities, businesses, economic development organizations) strengthens collaboration and positions Whitewater more competitively within the broader innovation ecosystem. Possible new members:

- Dr. Russ Kashian - Professor of economics/ Director of the Fiscal and Economic Research center, UW-Whitewater
- Megan Mathews, Senior Lecturer, College of Business & Economics, UW-Whitewater
- Chad Eschler, Vice President – Business Development, Findorff

The current MoU between the City of Whitewater and the UWW will need to be amended if the advisory panel expands.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS
(Dates, committees, action taken)

- N/A

FINANCIAL IMPACT
(If none, state N/A)

-

STAFF RECOMMENDATION

- Discussion and possible action

ATTACHMENT(S) INCLUDED
(If none, state N/A)