



Community Development Authority Board of Directors (In Person & Virtual)

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

Thursday, January 16, 2025 - 5:30 PM

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

You are invited to a Zoom webinar!

When: Jan 16, 2025 05:30 PM Central Time (US and Canada)

Topic: CDA

Join from PC, Mac, iPad, or Android:

https://us06web.zoom.us/j/84094887539?pwd=Ob-InNw9HjEtUTx7421cbauKmNs_zg.i3mqhkWHzCFHbB8k
Passcode:647974

Phone one-tap:

+13052241968,,84094887539#,,,,*647974# US

+13092053325,,84094887539#,,,,*647974# US

Join via audio:

+1 312 626 6799 US (Chicago)

**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

ROLL CALL

DECLARATION OF CONFLICT OF INTEREST.

Would any Member of the Board wish to declare any known conflict of interest with the items presented on today's CDA Board Agenda?

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.

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.

ACKNOWLEDGE FINANCIAL REPORTS

- 1. Financial Reports

PRESENTATIONS

- 2. Presentation by Natalie Serna of Barista Cats Cafe post Wind Up
- 3. Presentation by EDD Zeinert regarding BRE Visits.

ACTION ITEMS

- 4. Discussion and possible action regarding award of bid for demo of 108 W. Main St. (EDD Zeinert)

CONSIDERATIONS / DISCUSSIONS / REPORTS

- 5. Staff report regarding status of Slipstream Loans (Finance Director Rachelle Blich)
- 6. Discussion and possible action regarding the status of the amended promissory note for Inventalator. (EDD Zeinert)
- 7. Staff Report regarding Starin Road Parcel /WUP 00018D
- 8. Staff Report regarding legal matter against Jay Stinson and Fine Food Arts LLC

FUTURE AGENDA ITEMS

- 9. Presentation by Stellar Vintage post Wind Up (February Meeting)
- 10. Staff update regarding Dodge County Housing Authority by EDD Zeinert.

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.

CDBG-HOUSING CHK-1CSB XXX450		Total Deposit	Debit	910-11600	-
HO# 1 Payment	Principal		Credit	910-14027	
HO# 11 Payoff	Principal		Credit	910-14037	
ACTION-BUS DEV-BUS PARK-XXX127		Total Deposit	Credit	910-11800	4,219.32
PAUQUETTE CENTER LOAN RECV	Principal		Debit	910-13500	(1,289.52) 12/05/2024 ACH PAYMENT
ACTION-SWSPOT/GILDEMEISTER 54K	Principal		Credit	910-13510	(623.45) 12/23/2024 ACH PAYMENT
INT INC-ACTION-SWSPOT/GILDE	Interest		Credit	910-46010-00	(135.30) 12/23/2024 ACH PAYMENT
ACTION-SAFEPRO TECH \$100K	Principal		Credit	910-13509	(1,185.00) 12/11/2024 ACH PAYMENT
INT INC-ACTION-SAFEPRO \$100K	Interest		Credit	910-46008-00	(288.00) 12/11/2024 ACH PAYMENT
ACTION-LEARNING DEPOT \$41,294	Principal		Credit	910-13501	(655.28) 12/02/2024 ACH PAYMENT
INT INC-ACTION-LRN DEPOT \$41K	Interest		Credit	910-46001-00	(42.77) 12/02/2024 ACH PAYMENT
FACADE CKING-1ST CIT- XXX442		Total Deposit	Credit	910-11702	2,115.60
FACADE-BOWERS HOUSE LLC \$50K	Principal		Credit	910-16008	(2,066.70) 12/10/2024 ACH PAYMENT
FACADE INT-BOWER'S HOUSE \$50K	Interest		Credit	910-44005-00	(48.90) 12/10/2024 ACH PAYMENT
FACADE-SHABANI INV LLC \$50K	Principal		Credit	910-16009	(138.61) 12/16/2024 ACH PAYMENT
FACADE INT-SHABANI INV LLC 50K	Interest		Credit	910-44006-00	(164.38) 12/16/2024 ACH PAYMENT
RENTAL & PROPERTY EXPENSES			Debit	910-56500-408	\$18.87 126 N JEFFERSON ST-910-56500-408
RENTAL & PROPERTY EXPENSES			Debit	910-56500-408	\$19.48 108 W Main St-WATER SEWER
RENTAL & PROPERTY EXPENSES			Debit	910-56500-408	\$19.48 216 E Main St- WATER SEWER
RENTAL & PROPERTY EXPENSES			Debit	910-56500-408	\$19.48 216 A E Main St-WATER SEWER
RENTAL & PROPERTY EXPENSES			Debit	910-56500-408	\$20.22 Gas-071399904-00114-108 W Main St
RENTAL & PROPERTY EXPENSES			Debit	910-56500-408	\$37.99 Electric-071399904-00112-108 W Main St
RENTAL & PROPERTY EXPENSES			Debit	910-56500-408	\$54.91 Electric-071399904-00116-216 E Main
RENTAL & PROPERTY EXPENSES			Debit	910-56500-408	\$57.23 Electric-071399904-00113-108 W Main St
RENTAL & PROPERTY EXPENSES			Debit	910-56500-408	\$61.82 Electric-071399904-00115-216 E Main Lower
RENTAL & PROPERTY EXPENSES			Debit	910-56500-408	\$75.00 DEC 2024 LAWN CARE-LEAF CLEANUP
RENTAL & PROPERTY EXPENSES			Debit	910-56500-408	\$859.96 2024 PROP TAXES FOR /TRA00003
RENTAL & PROPERTY EXPENSES			Debit	910-56500-408	\$1,999.20 2024 PROP TAXES FOR /WUP00257A
LEGAL/PROFESSIONAL/MARKETING			Debit	910-56500-212	\$1,850.00 TANIS LAND SWAP 91056500212
LEGAL/PROFESSIONAL/MARKETING			Debit	910-56500-212	\$33.50 BLACKSHEEP/FINEFOODARTS AGREEMENT 91056500212
ACTION GRANTS-BUSINESS DEV			Debit	910-56500-525	\$1,428.84 HOLLY BARNETT WIND UP-SORUCING EXP 91056500550
ACTION GRANTS-BUSINESS DEV			Debit	910-56500-525	\$652.38 HOLLY BARNETT WINDUP WININGS-91056500550
ACTION GRANTS-BUSINESS DEV			Debit	910-56500-525	\$18,236.29 NATALIE SERNA WIND UP WINNER-91056500550
ACTION-BUS DEV-BUS PARK-XXX127			Credit	910-11800	(\$25,444.65) ACTION FUND DECEMBER 2024
PROFESSIONAL SERVICES			Debit	910-56500-219	- SHABANI FACADE LOAN WORK
FACADE CKING-1ST CIT- XXX442			Credit	910-11702	- SHABANI FACADE LOAN WORK
PROFESSIONAL SERVICES			Debit	910-56500-219	\$2,619.45 INVENTALATOR LOAN WORK 91056500212
CAP CAT-ASSOC BK XXXXX3734			Credit	910-11900	(\$2,619.45) UCC Filing -INVENTOLATOR

CITY OF WHITEWATER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

Item 1.

ECONOMIC DEVELOPMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>OTHER FINANCING SOURCES</u>					
900-49265-56	TRANSFER TID #4 AFFORD HOUSING	.00	50,000.00	50,000.00	.00 100.0
900-49266-56	TRANSFER TID #11-ADMIN	.00	25,000.00	25,000.00	.00 100.0
900-49267-56	TRANSFER TID #12-ADMIN	.00	37,500.00	25,000.00 (12,500.00)	150.0
900-49269-56	TRANSFER TID #14-ADMIN	.00	.00	25,000.00 25,000.00	.0
900-49270-56	TRANSFER TID #10-ADMIN	.00	35,000.00	22,500.00 (12,500.00)	155.6
900-49290-56	GENERAL FUND TRANSFER	.00	32,500.00	32,500.00	.00 100.0
900-49300-56	FUND BALANCE APPLIED	.00	.00	23,003.03 23,003.03	.0
	TOTAL OTHER FINANCING SOURCES	.00	180,000.00	203,003.03 23,003.03	88.7
	TOTAL FUND REVENUE	.00	180,000.00	203,003.03 23,003.03	88.7

CITY OF WHITEWATER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

Item 1.

ECONOMIC DEVELOPMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>CDA</u>						
900-56500-111	SALARIES	.00	105,258.65	121,050.02	15,791.37	87.0
900-56500-151	FRINGE BENEFITS	.00	21,863.89	38,265.63	16,401.74	57.1
900-56500-210	PROFESSIONAL DEVELOPMENT	.00	3,332.76	3,535.00	202.24	94.3
900-56500-211	CONSULTANT FEES	.00	10,867.23	.00	(10,867.23)	.0
900-56500-212	LEGAL SERVICES	.00	7,925.02	12,625.00	4,699.98	62.8
900-56500-215	PROFESSIONAL SERVICES	.00	9,452.14	2,525.00	(6,927.14)	374.3
900-56500-219	AUDIT FEES	.00	439.00	.00	(439.00)	.0
900-56500-222	COUNTY/REGIONAL ECON DEV	.00	11,369.00	11,000.00	(369.00)	103.4
900-56500-223	MARKETING	.00	427.14	2,525.00	2,097.86	16.9
900-56500-224	SOFTWARE/HARDWARE MAINTENANCE	.00	3,687.63	3,590.71	(96.92)	102.7
900-56500-225	TELECOM/INTERNET/COMMUNICATION	.00	2,121.88	1,991.17	(130.71)	106.6
900-56500-310	OFFICE & OPERATING SUPPLIES	.00	4,850.08	606.00	(4,244.08)	800.3
900-56500-311	POSTAGE	.00	18.56	202.00	183.44	9.2
900-56500-320	DUES	.00	.00	1,000.00	1,000.00	.0
900-56500-325	PUBLIC EDUCATION	.00	251.00	50.50	(200.50)	497.0
900-56500-330	TRAVEL EXPENSE	.00	2,009.10	3,737.00	1,727.90	53.8
900-56500-341	MISC EXPENSE	.00	.00	300.00	300.00	.0
	TOTAL CDA	.00	183,873.08	203,003.03	19,129.95	90.6
	TOTAL FUND EXPENDITURES	.00	183,873.08	203,003.03	19,129.95	90.6
	NET REVENUE OVER EXPENDITURES	.00	(3,873.08)	.00	3,873.08	.0

CITY OF WHITEWATER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

Item 1.

CDA PROGRAMS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>CAPITAL CAT-SEED FUND REV</u>					
910-43006-00	CAPCAT INT-INVENTALATOR	.00	18,754.72	.00 (18,754.72)	.0
910-43012-00	CAPCAT INT-INVENTALATOR 77500	.00	6,795.28	.00 (6,795.28)	.0
	TOTAL CAPITAL CAT-SEED FUND REV	.00	25,550.00	.00 (25,550.00)	.0
<u>FACADE LOAN REVENUE</u>					
910-44005-00	FACADE INT-BOWER'S HOUSE \$50K	.00	1,853.00	.00 (1,853.00)	.0
910-44006-00	FACADE INT-SHABANI INV LLC 50K	.00	993.16	.00 (993.16)	.0
	TOTAL FACADE LOAN REVENUE	.00	2,846.16	.00 (2,846.16)	.0
<u>ACTION LOAN REVENUE</u>					
910-46001-00	INT INC-ACTION-LRN DEPOT \$41K	.00	907.94	655.37 (252.57)	138.5
910-46008-00	INT INC-ACTION-SAFEPRO \$100K	.00	3,718.80	3,714.90 (3.90)	100.1
910-46010-00	INT INC-ACTION-SWSPOT/GILDE	.00	1,550.01	1,659.91 109.90	93.4
	TOTAL ACTION LOAN REVENUE	.00	6,176.75	6,030.18 (146.57)	102.4
<u>MISCELLANEOUS REVENUE</u>					
910-48103-00	INTEREST INCOME-FACADE	.00	881.70	890.69 8.99	99.0
910-48104-00	INTEREST INCOME-HOUSING	.00	643.91	518.42 (125.49)	124.2
910-48108-00	INTEREST INCOME-SEED FUND	.00	2,523.97	750.00 (1,773.97)	336.5
910-48109-00	INTEREST INCOME-ACTION FUND	.00	45,855.14	33,750.00 (12,105.14)	135.9
910-48605-00	RENTAL INCOME-CROP LEASES	.00	12,838.00	15,876.00 3,038.00	80.9
910-48700-00	GAIN ON SALE OF LAND	.00	9,766.04	.00 (9,766.04)	.0
	TOTAL MISCELLANEOUS REVENUE	.00	72,508.76	51,785.11 (20,723.65)	140.0
<u>OTHER FINANCING SOURCES</u>					
910-49290-00	TRANSFER FROM OTHER FUNDS	.00	.00	116,264.71 116,264.71	.0
910-49300-56	FUND BALANCE APPLIED	.00	.00	(164,080.00) (164,080.00)	.0
	TOTAL OTHER FINANCING SOURCES	.00	.00	(47,815.29) (47,815.29)	.0
	TOTAL FUND REVENUE	.00	107,081.67	10,000.00 (97,081.67)	1070.8

CITY OF WHITEWATER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

Item 1.

CDA PROGRAMS FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET AMOUNT</u>	<u>VARIANCE</u>	<u>% OF BUDGET</u>
<u>CDA PROGRAMS</u>					
910-56500-212	LEGAL/PROFESSIONAL/MARKETING	.00	9,682.54	5,000.00 (4,682.54)	193.7
910-56500-219	PROFESSIONAL SERVICES	.00	14,812.93	5,000.00 (9,812.93)	296.3
910-56500-323	MARKETING/AD'S	.00	119.20	.00 (119.20)	.0
910-56500-407	ECON DEV-LOAN EXPENSES	.00	3,176.99	.00 (3,176.99)	.0
910-56500-408	RENTAL & PROPERTY EXPENSES	.00	11,257.45	.00 (11,257.45)	.0
910-56500-417	CAP CAT-LOAN LOSS ALLOWANCE	.00	51,050.00	.00 (51,050.00)	.0
910-56500-525	ACTION GRANTS-BUSINESS DEV	.00	162,599.28	.00 (162,599.28)	.0
	TOTAL CDA PROGRAMS	<u>.00</u>	<u>252,698.39</u>	<u>10,000.00 (242,698.39)</u>	<u>2527.0</u>
	TOTAL FUND EXPENDITURES	<u>.00</u>	<u>252,698.39</u>	<u>10,000.00 (242,698.39)</u>	<u>2527.0</u>
	NET REVENUE OVER EXPENDITURES	<u>.00</u>	<u>(145,616.72)</u>	<u>.00 145,616.72</u>	<u>.0</u>

Report Criteria:

Report type: GL detail

Invoice Detail.GL account = 9001000000-90099999999,9101000000-91099999999

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Notes	Description	Invoice Number	Invoice GL Account	Invoice Amount
900									
12/24	12/12/2024	97672	8484	ORANGE WHIP DESIGN LLC		2025 CITY GUIDE DESEIGN	001627_WW	900-56500-325	36.00
12/24	12/19/2024	97711	291	GORDON FLESCH CO INC		NOV 2024 COPIES CHARGE	IN14964488	900-56500-310	23.53
12/24	12/19/2024	900176	8487	US BANK	TAYLOR ZEINERT-WEDA	WEDA Conference	December 20	900-56500-219	439.00
12/24	12/19/2024	900176	8487	US BANK	JEREMIAH THOMAS-STERI	SHREDDING SVCS	December 20	900-56500-310	21.33
12/24	12/19/2024	900176	8487	US BANK	TAYLOR ZEINERT-AMAZON.	Holiday Cards for Businesses	December 20	900-56500-310	24.00
12/24	12/19/2024	900176	8487	US BANK	TAYLOR ZEINERT-KWIK TRI	Gas for my drives to Lake Geneva, Jefferson and Beloit	December 20	900-56500-330	34.11
12/24	12/19/2024	900176	8487	US BANK	TAYLOR ZEINERT-HOTEL L	Hotel for WEDA Conference- I got the last room avail. that's w	December 20	900-56500-330	500.97
Total 900:									1,078.94
Grand Totals:									1,078.94

ACTION FUND		ORIGINAL	11/30/2024			12/31/2024	Principal Pymts		NOTES
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	BALANCE	To Date	Written Off	
910-13500	PAUQUETTE CENTER LOAN REC'V	\$158,320.00	\$97,712.56	1,289.52	0.00	\$96,423.04	\$61,896.96		Current
910-13501	ACTION-LEARNING DEPOT \$41,294	\$41,294.63	\$12,902.70	655.28	42.77	\$12,247.42	\$29,047.21		Current
910-13508	ACTION-FINE FOOD ARTS \$30,000	\$30,000.00	\$30,000.00	0.00	0.00	\$30,000.00	\$0.00		First pymt due 12/15/2022-Certified Demand Letter Sent 12/01/2
910-13509	ACTION-SAFEPRO TECH \$100K	\$104,360.00	\$86,444.90	1,185.00	288.00	\$85,259.90	\$19,100.10		Current
910-13510	ACTION-SWSPOT/GILDEMEISTER 54K	\$54,000.00	\$38,135.74	623.45	135.30	\$37,512.29	\$16,487.71		Current
910-17002	UDAG-SLIPSTREAM-LOC	\$12,500.00	\$12,500.00	0.00	0.00	\$12,500.00	\$0.00		In Default/Strive On-Still in Business
TOTALS		\$683,770.25	\$277,695.90	\$3,753.25	\$466.07	\$273,942.65	\$256,221.48	\$153,606.12	
910-13999	ACTION LOAN-LOAN LOSS RESERVE		\$0.00	0.00	0.00	\$0.00			
910-17999	UDAG-LOAN LOSS RESERVE		(\$12,500.00)	0.00	0.00	(\$12,500.00)			

FAÇADE LOAN		ORIGINAL	11/30/2024			12/31/2024	Principle Pymts		NOTES
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	BALANCE	To Date	Written Off	
910-16008	FAÇADE-BOWERS HOUSE LLC \$50K	75,000.00	58,518.34	2,066.70	48.90	56,451.64	\$18,548.36		Current
910-16009	FAÇADE-SHABANI INV LLC \$50K	50,000.00	49,313.83	138.61	0.00	49,175.22	\$824.78		New Loan June 2024-First payment July 2024
TOTALS		\$ 75,000.00	\$ 58,518.34	\$ 2,066.70	\$ 48.90	\$ 56,451.64			

CAPITAL CATALYST		ORIGINAL	11/30/2024			12/31/2024	Principal Pymts		Amount	NOTES
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	BALANCE	To Date	Written Off		
910-15000	CAP CAT-SLIPSTREAM-\$102,500	\$102,500.00	\$102,500.00	0.00	0.00	\$102,500.00	\$0.00		interest only-last payment received 10/31/2016	
910-15003	CAP CAT-SLIPSTREAM-\$42,000	\$42,000.00	\$42,000.00	0.00	0.00	\$42,000.00	\$0.00		annual net revenue royalty-no payments have been received.	
910-15006	CAP CAT- ROYAL-INVENT-27.5K	\$27,500.00	\$27,500.00	0.00	0.00	\$27,500.00	\$0.00		annual net revenue royalty-last pymt 11/22/2024	
910-15011	CAP CAT-ROYAL-SCANALYTICS-95K	\$97,500.00	\$97,500.00	0.00	0.00	\$97,500.00	\$0.00		annual net revenue royalty-only payment rec'd 04/02/2019	
910-15012	CAP CAT-ROYAL-INVENTALATOR-75K	\$77,500.00	\$77,500.00	0.00	0.00	\$77,500.00	\$0.00		annual net revenue royalty-last pymt 11/22/2024	
910-15018	CAP CAT-RECRUITCHUTE \$51,050	\$51,050.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$51,050.00	Disolved in 2021/Written of August 2024	
TOTALS		\$601,264.00	\$550,214.00	\$0.00	\$0.00	\$347,000.00	\$203,214.00	\$153,050.00		
910-15999	CAP CAT-LOAN LOSS RESERVE		\$0.00							

HOUSING		ORIGINAL	11/30/2024			12/31/2024	NOTES
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	BALANCE	
910-14000	CDBG HOUSING-MO301	\$8,220.00	\$8,220.00	0.00	0.00	\$8,220.00	
910-14001	CDBG HOUSING-A8416	\$10,203.84	\$10,203.84	0.00	0.00	\$10,203.84	
910-14003	CDBG HOUSING-B935	\$18,420.02	\$18,420.02	0.00	0.00	\$18,420.02	
910-14006	CDBG HOUSING-C932	\$8,062.00	\$8,062.00	0.00	0.00	\$8,062.00	
910-14009	CDBG HOUSING-J8802	\$10,818.00	\$10,818.00	0.00	0.00	\$10,818.00	
910-14011	CDBG HOUSING-M8501	\$11,000.90	\$11,000.90	0.00	0.00	\$11,000.90	
910-14013	CDBG HOUSING-P954	\$11,000.00	\$11,000.00	0.00	0.00	\$11,000.00	
910-14016	CDBG HOUSING-V902	\$12,504.15	\$12,504.15	0.00	0.00	\$12,504.15	
910-14025	CDBG HOUSING-M0801	\$18,422.00	\$18,422.00	0.00	0.00	\$18,422.00	
910-14026	CDBG HOUSING-B0803-0901	\$34,448.00	\$34,448.00	0.00	0.00	\$34,448.00	
910-14030	CDBG HOUSING-HO#13-2016	\$8,000.00	\$8,000.00	0.00	0.00	\$8,000.00	
910-14031	CDBG HOUSING-HO#4	\$37,795.00	\$37,795.00	0.00	0.00	\$37,795.00	
910-14038	CDBG HOUSING-HO#14	\$14,671.00	\$18,000.00	0.00	0.00	\$18,000.00	
910-14039	CDBG HOUSING-HO#15	\$21,090.00	\$36,815.00	0.00	0.00	\$36,815.00	
910-14040	CDBG HOUSING-HO#18	\$4,235.00	\$4,235.00	0.00	0.00	\$4,235.00	
910-14041	CDBG HOUSING-HO#22	\$6,688.75	\$6,688.75	0.00	0.00	\$6,688.75	
TOTALS		\$235,578.66	\$247,943.91	\$0.00	\$0.00	\$247,943.91	
910-14999	CDBG HOUSING-LOAN LOSS RESERVE		\$0.00				
910-35000	GENERAL LOAN LOSS RESERVE		\$0.00				

New Loan July 2024

AFFORDABLE HOUSING LOANS		ORIGINAL	11/30/2024			12/31/2024
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	BALANCE
441-14000	12/27/2023 Waylon Raupp-245 S Whiton St	\$25,000.00	\$25,000.00	0.00	0.00	\$25,000.00
441-14000	08/29/2024 Nicholas Carpenter-303 S Whiton St	\$25,000.00	\$25,000.00	0.00	0.00	\$25,000.00
441-14000	09/03/2024 Mark C Robb-371 S Janesville St	\$25,000.00	\$25,000.00	0.00	0.00	\$25,000.00
441-14000	12/20/2024 Tanner & Monica Conn-243 N Fremont	\$25,000.00	\$25,000.00	0.00	0.00	\$25,000.00
TOTALS		\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$100,000.00

Account Name	CDA Operating	Action Bus Dev (UDAG) Checking	Façade Checking	CDBG Housing	Capital Cat Checking
Fund Account Number	Fund 900	Fund 910 xxx-127	Fund 910 xxx-442	Fund 910 xxx-450	Fund 910 xxxxxx3734
Bank	1st Citizens	1st Citizens	1st Citizens	1st Citizens	Associated
Interest Rate	4.87%	4.87%	4.87%	4.87%	1.76%
GL Account Number(s)	900-11100	910-11800 910-11801 910-11806	910-11702	910-11600	910-11900
GL Balance as of:					
01/31/2024	36,352.12	967,111.23	24,988.77	14,493.77	119,338.77
02/29/2024	14,882.76	975,482.61	25,095.73	14,555.81	119,551.53
03/31/2024	4,161.30	860,772.65	25,203.20	14,618.14	119,779.36
04/30/2024	41,597.15	868,864.87	28,799.53	14,687.31	120,000.26
05/31/2024	5,443.42	871,263.01	31,053.68	14,754.47	120,228.95
06/30/2024	11,084.72	861,863.31	0.00	14,815.36	120,450.68
07/31/2024	-6,399.39	893,135.53	2,516.35	8,229.06	120,654.72
08/31/2024	1,744.27	803,182.07	4,952.84	8,265.72	120,859.11
09/30/2024	62,934.26	790,169.88	7,401.46	8,303.72	121,057.24
10/31/2024	48,557.44	758,849.41	9,860.33	8,340.60	121,236.68
11/30/2024	33,654.07	761,184.17	12,025.37	8,373.75	146,957.91
12/31/2024	22,579.67	743,146.88	14,500.97	8,408.74	144,556.29
Outstanding items					-2,619.45
Current Bank Balance	22,579.67	743,146.88	14,500.97	8,408.74	147,175.74
Difference:	0.00	0.00	0.00	0.00	0.00

Monthly GL bank balances may not agree with the actual month end bank account balances due to outstanding items.

December 2024 Interest Income

ACTION-BUS DEV-BUS PARK-XXX127	910-11800	3,188.04	December 2024 Interest Income
FACADE CKING-1ST CIT- XXX442	910-11702	57.01	December 2024 Interest Income
CDBG-HOUSING CHK-1CSB XXX450	910-11600	34.99	December 2024 Interest Income
CAP CAT-ASSOC BK XXXXX3734	910-11900	217.83	December 2024 Interest Income
INTEREST INCOME-ACTION FUND	910-48109-00	(3,188.04)	December 2024 Interest Income
INTEREST INCOME-FACADE	910-48103-00	(57.01)	December 2024 Interest Income
INTEREST INCOME-HOUSING	910-48104-00	(34.99)	December 2024 Interest Income
INTEREST INCOME-SEED FUND	910-48108-00	(217.83)	December 2024 Interest Income

**CITY OF WHITEWATER
BALANCE SHEET
DECEMBER 31, 2024**

Item 1.

ECONOMIC DEVELOPMENT FUND

		BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>ASSETS</u>					
900-11100	CASH	31,000.08	.00 (	8,420.41)	22,579.67
900-19000	GASB 68-WRS NET PENSION ASSETS	(6,097.61)	.00	.00 (	6,097.61)
900-19021	GASB 68-WRS DOR	23,154.68	.00	.00	23,154.68
900-19999	GASB 68-PENSION CLEARING ACCT	5,089.00	.00	.00	5,089.00
	TOTAL ASSETS	53,146.15	.00 (	8,420.41)	44,725.74
 <u>LIABILITIES AND EQUITY</u>					
<u>LIABILITIES</u>					
900-21100	ACCOUNTS PAYABLE	6,802.57	.00 (	6,802.57)	.00
900-21106	WAGES CLEARING	6,096.15	.00 (	1,658.06)	4,438.09
900-23810	ACCRUED VACATION & SICK LEAVE	639.58	.00	3,913.30	4,552.88
900-29011	GASB 68-WRS DIR	12,767.45	.00	.00	12,767.45
	TOTAL LIABILITIES	26,305.75	.00 (	4,547.33)	21,758.42
 <u>FUND EQUITY</u>					
900-34300	PROPRIETARY CAPITAL	26,840.40	.00	.00	26,840.40
	UNAPPROPRIATED FUND BALANCE:				
	REVENUE OVER EXPENDITURES - YTD	.00	.00 (	3,873.08)	(3,873.08)
	BALANCE - CURRENT DATE	.00	.00 (	3,873.08)	(3,873.08)
	TOTAL FUND EQUITY	26,840.40	.00 (	3,873.08)	22,967.32
	TOTAL LIABILITIES AND EQUITY	53,146.15	.00 (	8,420.41)	44,725.74

**CITY OF WHITEWATER
BALANCE SHEET
DECEMBER 31, 2024**

Item 1.

CDA PROGRAMS FUND

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>ASSETS</u>				
910-11600 CDBG-HOUSING CHK-1CSB XXX450	14,423.58	.00 (	6,014.84)	8,408.74
910-11702 FACADE CKING-1ST CIT- XXX442	24,867.75	.00 (	10,366.78)	14,500.97
910-11800 ACTION-BUS DEV-BUS PARK-XXX127	434,973.50	.00 (	111,670.24)	323,303.26
910-11801 ACTION-LAND PURCHASE-XXX127	540,897.93	.00 (	121,054.31)	419,843.62
910-11900 CAP CAT-ASSOC BK XXXXX3734	119,111.77	.00	25,444.52	144,556.29
910-13500 PAUQUETTE CENTER LOAN RECV	111,897.28	.00 (	15,474.24)	96,423.04
910-13501 ACTION-LEARNING DEPOT \$41,294	19,898.18	.00 (	7,650.76)	12,247.42
910-13508 ACTION-FINE FOOD ARTS \$30,000	30,000.00	.00		30,000.00
910-13509 ACTION-SAFEPRO TECH \$100K	99,217.10	.00 (	13,957.20)	85,259.90
910-13510 ACTION-SWSPOT/GILDEMEISTER 54K	44,885.18	.00 (	7,372.89)	37,512.29
910-14000 CDBG HOUSING-MO301	8,220.00	.00	.00	8,220.00
910-14001 CDBG HOUSING-A8416	10,203.84	.00	.00	10,203.84
910-14003 CDBG HOUSING-B935	18,420.02	.00	.00	18,420.02
910-14006 CDBG HOUSING-C932	8,062.00	.00	.00	8,062.00
910-14009 CDBG HOUSING-J8802	10,818.00	.00	.00	10,818.00
910-14011 CDBG HOUSING-M8501	11,000.90	.00	.00	11,000.90
910-14013 CDBG HOUSING-P954	11,000.00	.00	.00	11,000.00
910-14016 CDBG HOUSING-V902	12,504.15	.00	.00	12,504.15
910-14025 CDBG HOUSING-M0801	18,422.00	.00	.00	18,422.00
910-14026 CDBG HOUSING-B0803-0901	34,448.00	.00	.00	34,448.00
910-14030 CDBG HOUSING-HO#13-2016	8,000.00	.00	.00	8,000.00
910-14031 CDBG HOUSING-HO#4	37,795.00	.00	.00	37,795.00
910-14038 CDBG HOUSING-HO#14	18,000.00	.00	.00	18,000.00
910-14039 CDBG HOUSING-HO#15	36,815.00	.00	.00	36,815.00
910-14040 CDBG HOUSING-HO#18	4,235.00	.00	.00	4,235.00
910-14041 CDBG HOUSING-HO#22	.00	.00	6,688.75	6,688.75
910-15000 CAP CAT-SLIPSTREAM-\$102,500	102,500.00	.00	.00	102,500.00
910-15003 CAP CAT-SLIPSTREAM-\$42,000	42,000.00	.00	.00	42,000.00
910-15006 CAP CAT- ROYAL-INVENT-27.5K	27,500.00	.00	.00	27,500.00
910-15011 CAP CAT-ROYAL-SCANALYTICS-95K	97,500.00	.00	.00	97,500.00
910-15012 CAP CAT-ROYAL-INVENTALATOR-75K	77,500.00	.00	.00	77,500.00
910-15018 CAP CAT-RECRUITCHUTE \$51,050	51,050.00	.00 (	51,050.00)	.00
910-16008 FACADE-BOWERS HOUSE LLC \$50K	75,000.00	.00 (	18,548.36)	56,451.64
910-16009 FACADE-SHABANI INV LLC \$50K	.00	.00	49,175.22	49,175.22
910-17002 UDAG-SLIPSTREAM-LOC	12,500.00	.00	.00	12,500.00
910-17999 UDAG-LOAN LOSS RESERVE	(12,500.00)	.00	.00 (	12,500.00)
910-18103 CDBG GRANT DUE FROM FD 610	851,866.00	.00 (	851,866.00)	.00
910-18350 LAND	446,739.53	.00	34,194.56	480,934.09
910-18360 REAL ESTATE	6,128,544.00	.00	84,863.29	6,213,407.29
TOTAL ASSETS	9,588,315.71	.00 (	1,014,659.28)	8,573,656.43
<u>LIABILITIES AND EQUITY</u>				
<u>LIABILITIES</u>				
910-22000 ACCUM DEPREC-BUILDING	1,585,394.76	.00	.00	1,585,394.76
910-25100 DUE TO GENERAL FUND	17,176.56	.00 (	17,176.56)	.00
910-26101 DEF REVENUE-FD 610-CDBG	851,866.00	.00 (	851,866.00)	.00
TOTAL LIABILITIES	2,454,437.32	.00 (	869,042.56)	1,585,394.76
<u>FUND EQUITY</u>				

**CITY OF WHITEWATER
BALANCE SHEET
DECEMBER 31, 2024**

Item 1.

CDA PROGRAMS FUND

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
910-30110 CONTRIBUTED CAPITAL	456,815.37	.00 (	181,643.84)	275,171.53
910-34300 PROPRIETARY CAPITAL	6,439,031.08	.00 (	111,222.15)	6,327,808.93
910-34400 RESERVE FOR LAND PURCHASES	238,031.94	.00	292,865.99	530,897.93
UNAPPROPRIATED FUND BALANCE:				
REVENUE OVER EXPENDITURES - YTD	.00	.00 (	145,616.72)	(145,616.72)
BALANCE - CURRENT DATE	.00	.00 (	145,616.72)	(145,616.72)
TOTAL FUND EQUITY	7,133,878.39	.00 (	145,616.72)	6,988,261.67
TOTAL LIABILITIES AND EQUITY	9,588,315.71	.00 (	1,014,659.28)	8,573,656.43



CDA Agenda Item

Meeting Date:	January 16, 2025
Agenda Item:	Post Wind Up Presentation
Staff Contact (name, email, phone):	Taylor Zeinert tzeinert@whitewater-wi.gov 262-473-0148

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

Executive Summary:

Natalie Serna, owner of Barista Cat Café, will give a presentation on the renovations allocated from her Wind Up funds.

More Information:

Board Member Hicks requested a presentation from the owner of Barista Cat Café, Natalie Serna, regarding the status of her renovations. The CDA allocated funds to the Cat Café after they won the Wind Up in May of 2024.

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

- Barista Cat Café won the Wind Up in May 2024
- CDA allocated funds to the Barista Cat Café at the August 2024 meeting

FINANCIAL IMPACT
(If none, state N/A)

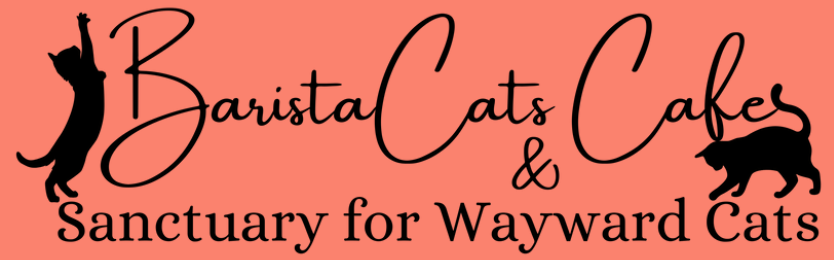
N/A

STAFF RECOMMENDATION

N/A

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

-Presentation that will be given by Natalie Serna, owner of Barista Cat Café



2024 RENOVATIONS

Our 2024 renovations for BaristaCats Cafe, made possible with the grant received from the City of Whitewater. We are grateful for this incredible opportunity and ability to continue to impact lives.



WHAT DID WE DO?



This renovation focused on the back area of our building. Helping create and shape a useful space for the behind the scenes stuff at the cafe. Including a treatment area for the cats, storage, and more!



THE IMPORTANCE OF PLANNING FOR THIS PROJECT.



Planning is the foundation of successful cafe renovation. It involves the thoughtful allocation of space to maximize functionality and aesthetics. These go hand-in-hand together.

Effective planning considers the intended use of the space, ensuring it accommodates our daily routines, activities and of course cats. By understanding the flow of movement, furniture placement, and traffic patterns, we can create a space that is both functional, aesthetically pleasing and safe..



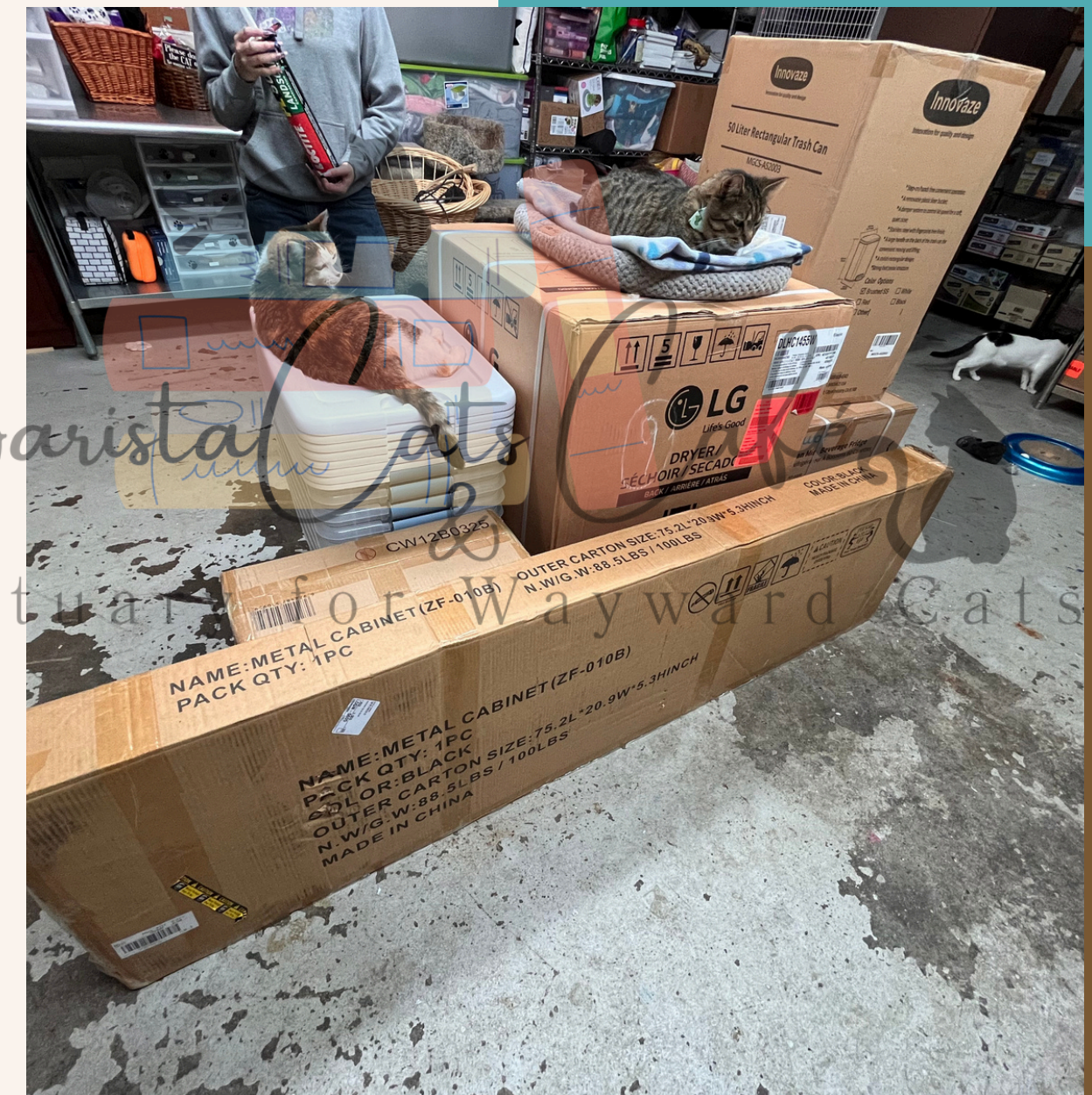
SUPPLIES, EQUIPMENT & MORE

In addition to the actual build, we were granted funding allocated to some much needed supplies and equipment. These were essential to helping us continue saving lives.

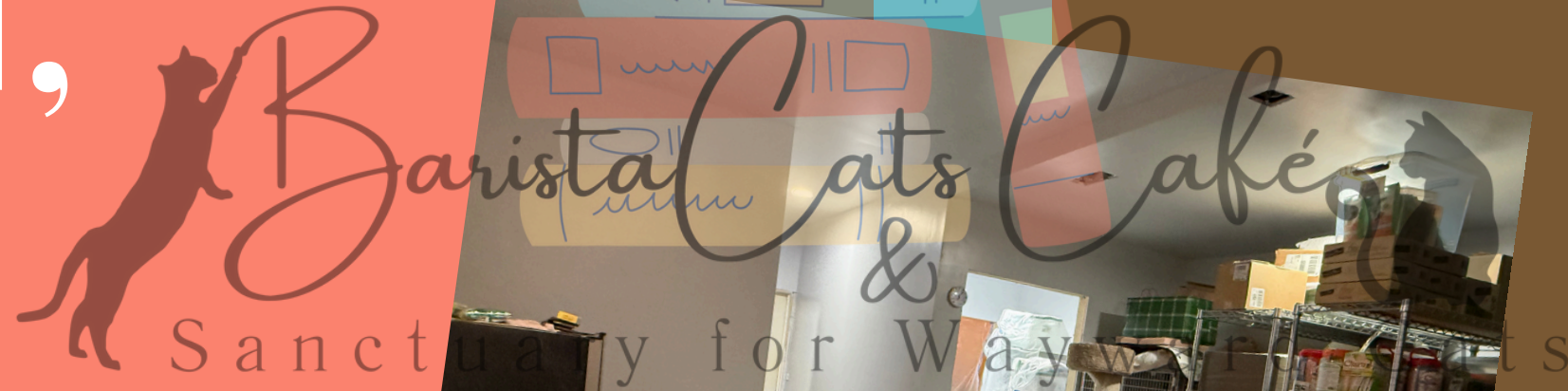
This equipment included:

- stainless steel tables
- new refrigerator
- stainless steel storage shelves
- stainless steel commercial grade shelves
- new dryer
- Large Cat Condo for quarantine
- steel storage cabinet for medical supplies

These items allowed us to create a space that is sanitary for treating, safe for the cats to decompress, and helps us organize EVERYTHING.



LIGHTING, DESIGN, & LAYOUT



We were incredibly lucky that all our electrical was already in place before our build. Several double outlets and lighting boxes throughout the area. We carefully designed around those to prevent additional delays with permits.

The design was meant to allow different areas, but maximizing the space and allow us to streamline our existing processes.

We built a laundry room, office, and utility room for ease of electrical box access. Installed 6 new doors including a new back door and hung all new drywall.



ARRANGEMENT AND PLACEMENT



We carefully arranged the equipment so we could maximize space but still allow for functionality.

FUNCTION AND FLOW

We considered how we will move through the space and how the equipment supports our activities. We designated areas for specific purposes, such as treatment, food, or supplies.



SCALE AND PROPORTION

When ordering items, I was sure to take proper measurement so everything would fit and give me the ability to create useful stations/areas.

FOCAL POINT

Our focal point is our medical station and treatment area. This cabinet has organized all our medically necessities and supplies. From emergency liquids, antibiotics, and more!

BALANCE AND SYMMETRY

I designed the layout to maximize my space, organize and streamline our process, and keep a clean symmetrical feel.



SUSTAINABLE DESIGN PRACTICES

We have made sure to put sustainability at the top of our list! From our Energy efficient appliances, ventless dryers, LED puck lighting and more!



ENERGY EFFICIENCY

We minimized energy consumption by using energy-efficient appliances, LED lighting, and proper insulation.



WATER SYSTEMS

We have installed a reverse osmosis system to help create healthier communities and cats.



MATERIAL SELECTION

We chose eco-friendly materials that are durable and minimize impact on the environment.



WASTE REDUCTION

We help reduce waste by utilizing recycled materials, using ALL-NATURAL septic safe litter, recycling, and promoting proper disposal.



CONCLUSION AND NEXT STEPS

We've covered the essential aspects of our renovation, from space planning to sustainable practices, and more!

Now, it's time to show you how my vision came to life.





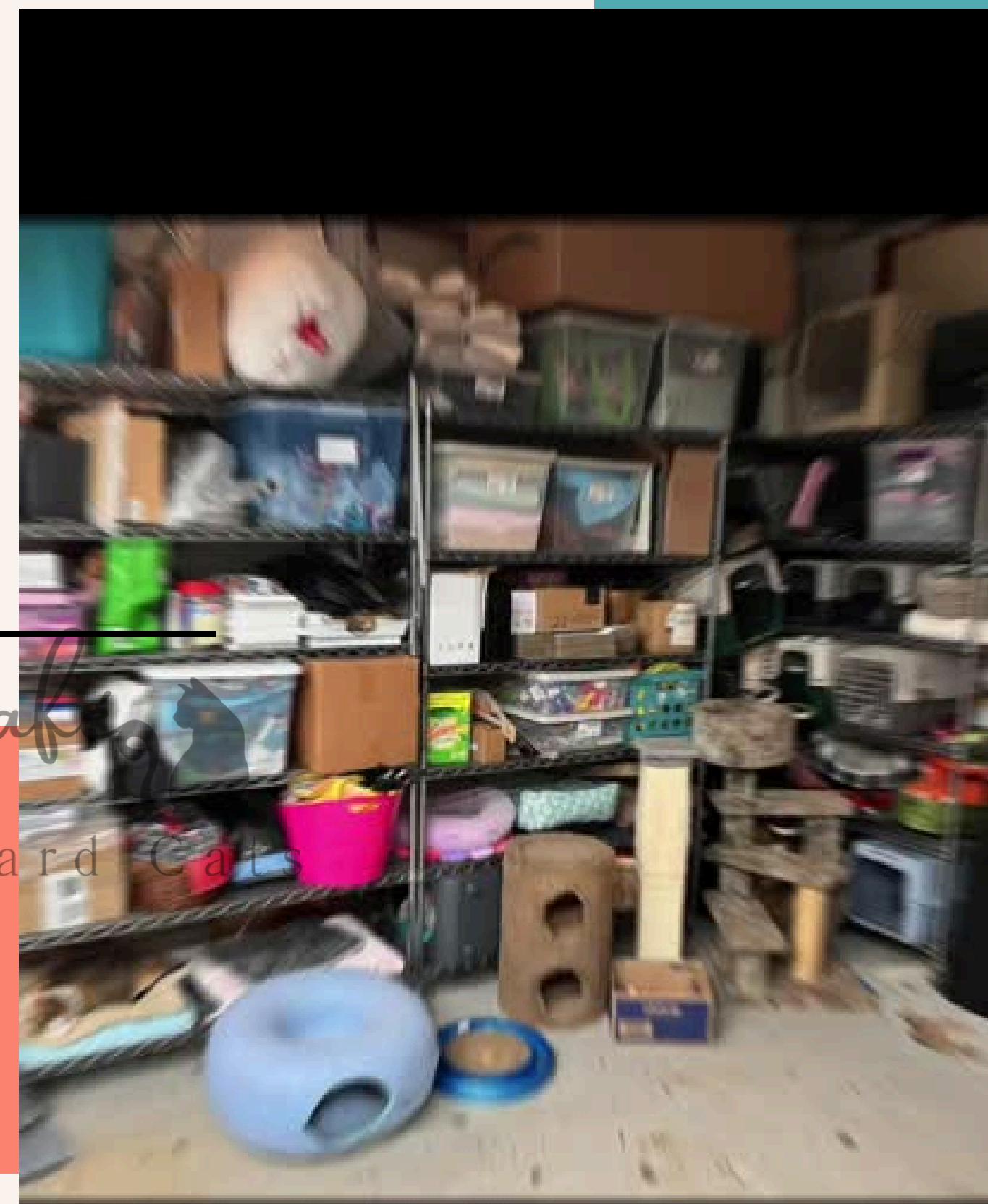
THANK YOU
*for helping us save
lives City of
Whitewater!*



Presentation by Natalie A Serna

DREAMS DO COME TRUE, IF YOUR WORK FOR THEM.

PLEASE ENJOY.





CDA Agenda Item

Meeting Date:	January 16, 2025
Agenda Item:	2024 BRE Summary
Staff Contact (name, email, phone):	Taylor Zeinert tzeinert@whitewater-wi.gov 262-473-0148

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

Executive Summary:

Attached to this memo is a presentation summarizing the BRE’s conducted in 2024. Major take away from that are concerns about finding quality staff, uncooperative landlords, and the concern for competition.

More Information:

ED Zeinert had met with 27 Businesses in 2024. These conversations were authentic and fruitful as it gave staff an inside view of the business community in Whitewater. Staff learned more about our businesses and how City staff can best support them. Businesses were able to share what was hindering their success. There were three major themes that came out of all 27 visits. They are finding quality staff, uncooperative landlords, and the concern for competition.

As we move into 2025 ED Zeinert has set a new goal of 35 BRE visits, which surpasses last year goal of 25. Further, ED Zeinert would like to focus on connecting with our financial institutions and our manufacturing/ Business park businesses.

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

N/A

FINANCIAL IMPACT
(If none, state N/A)

N/A

STAFF RECOMMENDATION

N/A

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

2024 BRE Presentation

2024 BRE Summaries

BRE visits were something that the Office of Economic Development made a priority in 2024. Previous to 2024 the last BRE visit was done several years. It was clear that this was not only a much needed service, but a great tool to rebuild the relationships within our community.

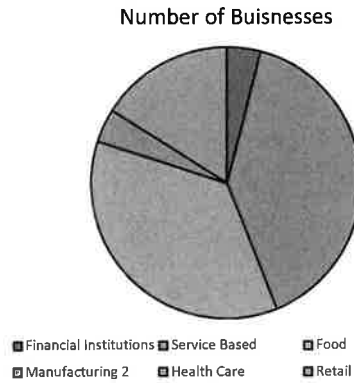
Total BRE Visits

27

Staff started doing BRE visits in February 2024. In almost a full year staff completed 27 BRE visits. The strategic plan that was approved by the Common Council set the goal of doing 25 visits in one year. The office of Economic Development has surpassed that goal.

Type of Businesses:

- Financial Institutions: 1
- Service Based: 10
- Food: 9
- Retail: 4
- Health Care: 1
- Manufacturing: 2



Out of the 27 businesses we visited the majority of them were service based. These businesses are anything from massage therapist to movie theaters. Another large category of places we visited was food based businesses. This is anything from restaurants to bars.

Reoccurring Concerns

- Landlord Concerns
- Quality of Staff
- Competing or lack of similar Companies

All out but one business said that they struggled with finding quality staff. This concern is not just from stereotypical college students, this is from all demographics.

Businesses talked about the struggles the UW Students. Many stated that they appreciate the large number of students and how they can assist. However, this group makes breaks and summers tough. Further, these are not long time employees. These staff members are only here from 1-4 years.

Many people shared issues with their landlords. Either their landlords not accommodating changes to the space, not helping with parking needs, and other related matters.

Some businesses shared either the lack of businesses within their industry hurts their sales, or the incoming of new alike industries that they think will hurt their sales

Goals in 2025

- Schedule a BRE with all of the financial institutions
- Connect with more Manufactures/ Business Park
- 35 BRE's
- Host more business networking events
 - Industry based run tables

The office of ED has learned a lot to start to rebuild the relationships with our business community; however, there is more that needs to be done. With this in mind the office of ED is looking to increase our visits to 35 this year. Further we want to target industries that we weren't able to connect with in 2024. Lastly, we want to create opportunities for our businesses to connect and foster a sense of community amongst our business leaders.



CDA Agenda Item

Meeting Date:	January 16, 2025
Agenda Item:	RFP Response for 108 Main
Staff Contact (name, email, phone):	Taylor Zeinert tzeinert@whitewater-wi.gov 262-473-0148

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

Executive Summary:

Staff received four (4) RFP responses regarding the demolition of 108 Main. Based on Staff’s review we are recommending HM Brandt LLC.

More Information:

Staff received two bids on time, and two bids late. The two bids that were reviewed on time were from HM Brandt LLC and Frank Silha & Sons Inc. The two bids that was received late were from Wolverine Construction and Lowe Underground, Inc. HM Brandt LLC is the only person that toured the building. Further, when I inquired why their price was so much higher than the others they noted it was two major variables. The two variables were the location of the building. Due to the building being on the water the DNR requires a special demolition permit. This permit is worked into the price of the project. The second variable was that the property is on top of a hill. If the property is not back filled correctly the sidewalk could cave in.

Due to these reasons and the diligence of the company I am recommending HM Brandt LLC.

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

N/A

FINANCIAL IMPACT
(If none, state N/A)

N/A

STAFF RECOMMENDATION

Staff’s recommendation is to approve the bid from HM Brandt LLC and move forward with Demolition of 108 Main.

Suggested Motion: “I move to award the bid for demolition of 108 Main to HM Brandt LLC and allow for demolition of the property to begin.”

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

-
- Response from HM Brandt
 - Response from Silha and Sons
 - Response from Lowe Underground Inc
 - Response from Wolverine Construction
-

Bids Received 1/6/25

**PROJECT
108 Main St**

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Lump Sum Bid
Frank Silha & Sons 348 N HWY 14 Janesville, WI	Bond		\$22,470. ⁰⁰
H&M Brandt 2051 W Main St Lannon, WI	Bond		\$48,155. ⁰⁰
Lowe Construction Underground, Inc 13201 W. Silver Spring Rd, Butler, WI	BOND		\$29,890. ⁰⁰
LATE Wolverine Construction 147680 County Rd N Wausau, WI	BOND		\$35,000. ⁰⁰

Received by:





March 12, 2024

RE: Pre-Qualification Letter
Frank Silha & Sons, Inc.

We are pleased to write to you concerning our customer, Frank Silha & Sons, Inc. We have had the privilege of providing for their surety needs for over 10 years.

During that time, surety credit has been extended in the \$5,000,000 range for single jobs and \$20,000,000 range for an aggregate program. We would anticipate no problem providing the customary performance and payment bonds for their normal scope of work, should Frank Silha & Sons, Inc. enter into a written contract.

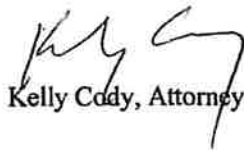
Although Frank Silha & Sons, Inc. has our highest recommendation, execution of any final bonds would be subject to a review of the contract terms and conditions, including any requested bond forms, and also their current financial standing at the time of the request.

This letter is written for no consideration and is not a legally binding document or commitment to provide future bonds.

Please contact us with any questions or if we can be of further service.

Very truly yours,

Merchants National Bonding, Inc.



Kelly Cuddy, Attorney-in-Fact

street
info@merchantsbonding.com
3700 Westown Parkway
merchantsbonding.com
West Des Moines, IA 50266-7754

mailing
P.O. Box 14498
Des Moines, IA 50306-3498

toll free 800.678.8171
local 515.243.8171
fax 515.243.3854

email
website

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37R 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

FRANK SILHA & SONS INC.

348 N. Highway 14 • Janesville, WI 53546

108 W Main - Demolition Proposal

FRANK SILHA & SONS, INC.

348 Highway 14 East

Janesville, WI 53546

Contact: Dan Silha

Phone: 608-751-3608 or 608-752-4322

Fax:

Quote To: City of Whitewater
Taylor Zeinert
Phone: 262-473-0148
Fax:

Job Name: 108 W Main - Demo - Whitewater
Date of Plans: N/A
Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT		AMOUNT
100	Mobilization	1.00	EA		
110	Demo Permit Paid for by CDA	1.00	EA		
112	Erect Safety barriers at Sidewalk ONLY	1.00	LS		
114	Ensure compliance with all safety regulations	1.00	LS		
116	Coor. Disc.- Gas,Elec., Phone, Cable, Water ,Sewer	1.00	LS		
118	Asbestos & Lead Abatement	1.00	LS		
120	Demolition	1.00	EA		
130	Sand Backfill	1.00	EA		
140	Restoration	1.00	EA		
GRAND TOTAL					\$22,470.00

NOTES:

Exclusions:

Relocation, removal, disconnects or adjustment of any existing utilities - Coordinate only

Topsoil respread

EARTHMOVING CONTRACTORS

348 N. Highway 14 • Janesville, WI 53546 • www.silhaexcavation.com • (608)752-4322

Equal Opportunity Employer

108 W Main Demolition

1/6/2025

Name & Contact Details/Overview for Company

Question	Supplier Response
Statement Submitted By:	Tina Lorenz
Date Submitted:	1/6/2025
Company and Location Information:	
Firm:	Frank Silha & Sons Excavating, Inc.
Address:	348 N US Highway 14
City:	Janesville
State:	WI
Zip:	53546
Phone:	(608) 752-4322
Main Point of Contact:	
Name:	Mike Wilcox
Title:	Lead Estimator
Office Phone:	(608) 752-4322
Extension:	
Cell:	(608) 449-9974
Email:	mwilcox@silhaexcavation.com
Company Information	
Self-Performed Scopes of Work:	Excavation, grading, deep foundations, aggregate material supplier, demolition, clearing and grubbing
Subcontracted Scopes of Work:	Utilities and Paving
Type of Firm (Corporation, Partnership, Individual, Other):	Corporation
Parent Company: (Same or provide Name)	
Years in Business as Supplier under present firm Name:	66 years
States in which your company will do business:	Wisconsin
Is your organization union:	Yes
If so list the affiliation(s) and local(s):	Operating Engineers Local 139
Provide information which would indicate size and capacity of your organization, including the number or permanent employees engaged in (do not count the same employee twice): (Provide number for each)	Estimating: 3 Clerical / Accounting: 2 Field Supervision: 3 Tradespeople: 29 Management: 2

What is your organizations Experience Modification Rate (EMR) for the last three years?	2022 was .73, 2023 was .74, and 2024 is .74
What is your organizations TRIR for the last three years?	Zero the last 3 years
Has your firm ever received an OSHA Citation in the last three years?	No
Have you had any fatalities in the past three years?	No
Has your firm ever failed to complete a contract or been assessed schedule related damages	No
Has your firm had any subcontractors / vendors fail to complete a contract in the last five years	No
Are there any judgements, claims, liens, or suits pending or outstanding against your firm?	No
Has your firm been a party to any lawsuits, arbitration, or mediation with regard to construction projects in the last five years? (If answer to any of the above is yes, please include explanation to this form)	No

Silha Reference List

Contact	Company	Phone Number	Work Performed
Mark Sievert	LKQ	608-751-0283	Building Demolition
Brent Silha	Hendrick's Commercial Property	608-295-3196	Building Demolition
Jay Yunker	City of Janesville	608-755-3060	Building Demolition

Project Approach

- Mobilize to Site
- Set up temporary Barricades on sidewalk
- Demo Building
- Demo Site pavements to be removed
- Backfill building & site
- Seed
- Remove temporary Barricades
- Demobilization

Timeline

On site 3 days - 1 for Asbestos Contractor 1 day demo 1 day seed

Safety measures

- Signs to eliminate foot traffic in area of work
- Water demolition if needed

Payment Terms

Paid within 30 days of completion



OLD REPUBLIC SURETY COMPANY

18650 W. Corporate Drive, Suite 107, Brookfield, WI 53045 | www.orsurety.com

June 27, 2024

Re: HM Brandt, LLC
Bonding Capacity

To Whom It May Concern:

We are pleased to offer this letter of recommendation on behalf of our valued client, HM Brandt, LLC.

Currently, we hold a bonding line of \$5,000,000 single for both performance and payment bonds and an aggregate program of \$10,000,000 and will consider larger single jobs and aggregate programs on a case by case basis.

Our decision to provide performance & payment bonds for HM Brandt, LLC will be based on current underwriting factors at the time the bonds are requested and would include considerations such as acceptable contract terms and bond forms, confirmation of satisfactory financing, and a favorable review of current underwriting information. This letter is not a commitment to issuing any specific bonds. Our consideration and issuance of bonds is a matter between HM Brandt, LLC and ourselves, and we do not assume any liability to you or any third party by issuance of this letter.

Very truly yours,

A handwritten signature in black ink that reads "John Steinbach". The signature is written in a cursive style with a large initial "J".

John Steinbach, AFSB
Assistant Bond Manager
Old Republic Surety Company
(262) 641-5644

HM Brandt Project References

Dirty Ducts Environmental/State of WI

Demo of Former Albertson Hall Library UW Stevens Point (Spring-Fall 2023)

We were a subcontractor to Dirty Ducts but acting as the GC on this project. The project involved the demolition of the former 7 story library building, including coordinating medium voltage power disconnects, sewer/water/storm/steam/chilled water disconnects, interior demo of the structure, mass demolition including all footings, foundations & slabs, recycling all concrete, general site demolition, clearing & grubbing & traffic control.

Value: \$1,311,202.80

Contact:

- Joe Martino DFD (608) 279-8590 joe.joseph.martino@wisconsin.gov

Waukesha County

Demo of Former Health & Human Services Demo (Mud Baths) (Fall 2022-Spring 23)

We were the GC on this project working directly for Waukesha County. This project involved the demolition of the former HHS building in Waukesha including all footings, foundations & slabs, recycling all concrete, backfilling, grading & site restoration.

Value: \$652,904.00

Contact:

- Jeff Lisiecki 262-993-5371 jlisiecki@waukeshacounty.gov

Racine Unified School District

Demo of Former Giese Elementary School (Fall 2021-Spring 22)

On this project we were the GC working directly for Racine Unified School District. This project involved the demolition of the former Giese Elementary school including abating the school (we partnered with Dirty Ducts Environmental), demolishing the structure, removing all footings/foundations & parking lots, recycling concrete onsite, grading & site restoration.

Value: \$509,625.00

Contact:

- Jim Hooper 262-631-7014 james.hooper@rusd.org

Bayland Building

Demo of former Sears Green Bay (Fall 2022)

We were a subcontractor on this project & working for Bayland Building. We were responsible for the removal of the former Sears building including mass demo, foots, foundations, slabs & parking lots.

Value: \$262,616.00

Contact:

- Scott Van Lanen 920.498.9300 svanlanen@baylandbuildings.com

Peridot CM, LLC

West Bend Brewery Demolition (Summer-Fall 2021)

On this project we performed structural demolition of the former West Bend Brewery building. This was a historical 5 story brick building which we demolished & removed all footings & foundations & crushed recyclable materials. We were working for Peridot & they have gone on to build apartment buildings on the site.

Value: \$354,248.00

Contact:

- Mikey Strom Cell: 815-529-8687 mstrom@peridotcm.com

Project Experience of HM Brandt LLC2023

UW Stevens Point
900 Reserve St,
Stevens Point, WI 54481
\$1,311,202.80
Albertson Hall Demolition
GC, complete demo library building
October, 2023

WHPC-Rise Madison
3401 E. Washington Ave.
Madison, WI. 53718
\$447,488.00
Gardner Bakery Demolition
Sub. Complete demo of factory
Sept. 2023

Former HHS Demolition
Waukesha County
500 Riverview Ave.
Waukesha, WI 53188
\$652,904.00
GC, complete demo & site restoration
June, 2023

Tri North Construction
327 E. Wilson St.
Madison, WI. 53703
\$252,702.00
Saddlery Lofts Renovation
Sub. Interior demolition
historic building
June, 2023

Mo's Irish Pub
10909 W Bluemound Rd
Wauwatosa, WI
\$150,000.00
Commercial Building Demolition
May, 2023

Alliance Construction
7613 Villard Ave.
Milwaukee, WI. 53218
\$63,904.00
Interior Demolition Auto Shop
April, 2023

2022

MCP Demolition
CMR Builds
S98W12575 Loomis Ct,
Muskego, WI 53150
\$519,549.00
Subcontractor -
Interior Demo former factory
Nov. 2022

Bayland building Co
3323 Bay Ridge Ct,
Hobart, WI 54155
\$262,616.00
Former Sears Demo
Sub, Complete Demolition
December, 2022

Prime Space Capital
55 Broadway, 10th Floor,
New York, New York 10006
\$338,118.00
Self Storage Conversion
Sub, Interior Demolition
December, 2022

JG Development
701 E. Washington Ave. #103
Madison WI 53703
\$241,421.00
Alpine Matterhorn Renovation
Interior Demo Factory
December, 2022

Kinove LLC
P.O. Box 225,
East Troy, WI 53120
Cobblestone Demo East Troy
\$61,552.00
Subcontractor, Complete Demo
July, 2022

Catalyst Construction
3255 Northwoods Rd.
Saukville, WI. 53074
\$151,761.00
Commercial Building Demo
Jan. 2023

2021

Racine Unified
5120 Byrd Ave,
Racine, WI. 53406
\$509,625.00
GC, Complete Demolition (School)
Giese Elementary, site restoration
June, 2022

Peridot CM LLC.
4425 W. Mitchell St.
Milwaukee, WI 53214
\$354,248.00
Sub, Complete Demolition (Historical)
West Bend Brewery
Jan. 2022

Village of Brown Deer
4800 W. Green Brook Drive,
Brown Deer, WI 53223
\$117,516.00
GC, Complete Demolition Former
Glendale Clinic
May, 2021

Matthews Gibraltar
252 RIDC Park West Drive
Pittsburgh, PA 15275
\$54,707.00
Sub. Selective Structural Demolition
Lincoln Memorial Cemetery -Mke
May, 2021

Kelly Construction
225 E St. Paul Ave Ste 205
Milwaukee, Wi 53202
\$94,000.00
Sub. Selective Interior Demolition
2nd St. Apartments
Sept. 2021

Carroll University, Inc
100 N East Ave.
Waukesha, WI 53186
\$92,919.00
Historical Restoration Demolition
Carroll University
June, 2021

The Demichele Company
334. W Brown St

Milwaukee, WI
\$97,816.00
Complete Demolition
Former YMCA Demo
February, 2022

2020

Premier Design & Build Group
1000 W. Irving Park Rd. Ste. 200
Itasca, IL
\$655,477.00
Demolition Schoeneck Storage Facility,
Wauwatosa
May, 2020

Absolute Construction Enterprises, Inc
6618 6 Mile Rd.
Racine, WI 53402
\$212,961.00
Selective Structural & Interior Demolition
WEC Energy Group Milwaukee
Feb. 2022

Rodac LLC
3346 County Hwy Ge,
Hobart, WI 54155
\$195,808.00
Complete Interior Demolition
Festival Foods Wauwatosa, WI
May, 2021

Altius Building Company
1675 N Barker Rd. Ste. B
Brookfield, WI
\$108,989.00
Demolition of Washington Co.
Humane Society
March, 2021

Catalyst Construction
833 E Michigan St. Ste 1000
Milwaukee, WI 53202
\$140,701.00
Historical Restoration Demolition
Wantable Headquarters, Milwaukee
Sept. 2020

Milwaukee Electric Tool
13135 W Lisbon Rd
Brookfield, WI
\$16,216.00

Selective Interior Demolition
May, 2020

Bear Construction / J. Jeffers & Co.
1501 Rohlwing Rd.
Meadows, IL 60008
\$48,850.00
Selective Interior Demolition
Legal Action of WI - Milwaukee
August, 2020

City of Lake Mills
200D Water St.
Lake Mills, WI
\$26,516.00
GC, Demolition & Site Restoration of Sandy
Beach Bar & Restaurant
June, 2020

One Source Construction Corp.
3065 N 124th St.
Brookfield, WI 53005
\$34,450.00
Complete Structural Demolition
Aug. 2020

2019

NCI Roberts
701 E. Washington Avenue
Madison, WI
\$96,982.00
Demolition Heartland Church,
Sun Prairie, WI

Principle Construction Corp.
9450 W. Bryn Mawr
Rosemont, IL
\$54,075.00
Demolition STAG West Allis, WI

Serafino Oliviero
British Columbia, Canada
\$93,716.00
GC, Complete Demolition
3 structures, Sussex, WI

Pinnacle Construction
S74 W16853 Janesville Rd
Muskego, WI
\$49,616.00

Demolition of Missile Bunkers,
Muskego, WI

Camosy Construction
12795 120th Ave.
Kenosha, WI
\$77,985.00
Interior Demolition at Oconomowoc
Police Station

The Redmond Company
W228 N745 Westmound Drive
Waukesha, WI
\$31,415.00
Peoples State Bank – West Allis

2018

Fresh Water LLC / Peter Mead
Demolition at River Place Lofts
Milwaukee, WI
\$65,226.00
MLG Capital
13400 Bishops Lane
Brookfield, WI
\$156,000.00
Demolition 200 W. Vogel Avenue
Milwaukee

Hunzinger Construction Company
21100 Enterprise Ave.
Brookfield, WI
\$161,731.00
Demolition
Milwaukee Electric Tool

Consolidated Construction Co. Inc.
8501 West Brown Deer Rd.
Milwaukee, WI.
\$203,698.00
Demolition MRS
Target Reno

Hoffman Planning, Design & Construction
1629 11th Ave
Grafton, WI. 53024
\$55,401.00
Demolition
Kennedy Elementary School

2017-18
The Redmond Company
W228 N745 Westmound Drive
Waukesha, WI

\$152,509
Demolition of Field's Jaguar/
Land Rover/ Volvo
Waukesha, WI

**Project Experience of Principal Individuals as Owner HMB Contractors, Inc.
Demolition**

May 2000

C.R. Meyer
895 West 20th Avenue
Oshkosh, WI
\$26,000.00
Concrete Removal, Excavating &
Grading for Ladish malting Co.

October 2000

Cargill Malting Co., Inc.
Chad Byersdorfer
N5355 Junction Road
Jefferson, WI 53549
\$67,484.00
Demolition & Site Restoration

November 2000

Tri-City National Bank/NDC Realty
Gary Kaufman
6312 South 27th Street
Oak Creek, WI 53154
\$39,325.00
Demolition of Bank

February 2001

City of Milwaukee
Dept. of Neighborhood Services
Marge Piwaron
841 N Broadway
Milwaukee, WI 53202
\$74,000.00
Demolition of City Structure

May 2001

Kotze Construction, Inc.
Joe Miotke
3722 W. Pierce Street
Milwaukee, WI 53215
\$38,000.00
Demolition of Hotel & Garage

May 2001

Williams Construction Co., Inc.
Tom Middleton
2365 North 25th Street
Milwaukee, WI 53206
\$16,500.00
Demolition of Penthouse for the
Edison School Project, North Avenue

July 2001

Gilbane
Cletus Hasslinger
N17 W24300 Riverwood Drive
Waukesha, WI 53188
\$241,000.00
Demolition & Excavation for SBC
Service, Inc., Ameritech Worldwide Inc.

September 2001

Super Western, Inc.
Bob Mertz
N60 W14224 Kaul Avenue
Menomonee Falls, 53051
\$45,000.00
Dept. of Public Works

October 2001

C.W. Purpero, Inc. /
Hunzinger Construction Co., Inc.
Sam Purpero
5770 South 13th Street
Milwaukee, WI 53221
\$53,000.00
Demolition for World Festivals

November 2001

Beyer Construction Co., Inc.
Construction Manager for the
Village of Shorewood
Bob Stroo
3200 South 166th Street
New Berlin, WI 53151
\$171,000.00
Demolition, Excavating & Grading for
Shorewood Public Library

Demolition continuedDecember 2001

Vulcan Materials Co./Franklin
 Ron Linder
 5713 W. Rawson Avenue
 Franklin, WI 53132
 \$8,600.00
 Demolition of Scale House
 for Vulcan Stone

June 2002

Hunzinger Construction Co.
 Dave Del'Angese
 21100 Enterprise Avenue
 Brookfield, WI
 \$436,016.00
 Demolition of Westwood Hotel

June 2003

Washington County Highway Dept.
 Robert Peschel / Sigma-Adam Hammond
 620 East Washington Street
 West Bend, WI
 \$309,561.00
 Demolition at Washington County
 Highway Department

City of Milwaukee
 Dept. of Neighborhood Services
 Marge Piwaron
 841 North Broadway
 Milwaukee, WI 53202
 \$166,205.00
 Demolition at 701 E. Vienna

January 2004

JP Cullen & Sons, Inc.
 Tom Pertzborn
 330 East Delevan Drive
 Janesville, WI 53547
 \$416,824.00
 Demolition & Excavation at
 Cardinal Stritch University

October 2004

CH2MHILL
 Dan MacGregor
 Demolition of the Power
 House
 CMC Shops Project
 Canal Street, Milwaukee
 \$102,902.00

2009

The Redmond Company
 \$62,784.00
 Demolition for Walgreens
 West Bend

2009

Holy Redeemer Institutional
 Church of God in Christ
 4763 N. 32nd Street
 Milwaukee, WI
 \$687,690.00
 Demolition of the former
 Greenebaum Tannery for the
 Development of Bishops Creek

Item 4

- 1) Sign an instrument transferring real property held in the name of the company
 - a. Authorized Individuals
 - i. Austin Brandt
 - ii. Cheyenne Brandt
- 2) Enter into other transactions on behalf of, or otherwise act for or bind, the company
 - a. Authorized Individuals
 - i. Austin Brandt
 - ii. Cheyenne Brandt
 - iii. Michael Brandt
 - iv. Heidi Brandt

Contact Information:

Cheyenne Forandt Name

N59W28135 Amsworth Rd. Sussex, WI 53089 Mailing Address

Sussex City WI State 53089 Zip Code

cforandt@hmbbrandt.com Email Address 262-588-1548 Phone Number

INSTRUCTIONS (Refer to section 183.0302, Wis. Stats., for document content)

Please use BLACK ink. Submit one original to State of WI-Dept. of Financial Institutions, Box 93348, Milwaukee WI, 53293-0348. (If sent by express or priority U.S. mail, please mail to State of WI-Dept. of Financial Institutions, Division of Corporate and Consumer Services, 4822 Madison Yards Way, 4th Fl., North Tower, Madison WI, 53705.) If requesting optional expedited service, please check the expedited service box in the upper-right corner of the first page and include an additional \$25.00. Filing fees are non-refundable. This document can be made available in alternate formats upon request to qualifying individuals with disabilities. Upon filing, the information in this document becomes public and might be used for purposes other than those for which it was originally furnished. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577 (hearing-impaired may call 711 for TTY) or by email at DFICorporations@dfi.wisconsin.gov.

Item 1. Provide the name of the company.

Items 2 & 3. Provide the street address of the company's registered office within the state, as well as the name and email address of the company's registered agent at that office.

Item 4. Attach the statement of authority (or limitations thereon), as provided under section 183.0302, Wis. Stats.

Item 5. The document must be executed by at least one person authorized by the company.

Optional delayed effective date/time. This document may declare a delayed effective date and time. The effective date/time may not be before, or more than 90 days after, the document is received by the Department of Financial Institutions for filing. If no effective date/time is specified, the document will take effect at the close of business on the date it is received for filing by the Department.



For Office



State of Wisconsin
Department of Financial Institutions

Endorsement

STATEMENT OF AUTHORITY - DOMESTIC LIMITED LIABILITY COMPANY - FORM 501 - Ch. 183

HM BRANDT LLC

Received Date: 7/17/2023

Filed Date: 7/18/2023

Filing Fee: \$0.00

Expedited Fee: \$25.00

Total Fee: \$25.00

Entity ID#: H060925

Bids Received 1/6/25

**PROJECT
108 Main St**

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Lump Sum Bid

Received by: _____

HM BRANDT LLC



Date: January 3, 2025
108 W. Main St. - Whitewater

HM Brandt LLC hereby proposes the following terms and conditions for the job as hereinafter specified:

CUSTOMER NAME: City of Whitewater
CUSTOMER ADDRESS: 312 W. Whitewater St. Whitewater, WI. 53190
CUSTOMER CONTACT: Taylor Zeinert **CONTACT PHONE:** (262) 473-0148
JOB NAME: Demolition of 108 W. Main St.
JOB ADDRESS: 108 W. Main St. Whitewater, WI 53190

DEMOLITION BID

INCLUSIONS:

- 1) **Structural demolition per City of Whitewater RFI**
 - 1. Demo permits
 - 2. Sewer and water disconnects
 - 3. Erosion control installation
 - 4. Installation of temp fence
 - 5. Removal of asbestos per asbestos report
 - i. 10 day DNR Notification
 - 6. Removal of building, footings and foundation
 - 7. Removal of parking lot
 - 8. Backfill and compact
 - 9. Top soil and seed where building and parking lot were removed.
- 2) All trucking of debris included in the bid.
- 3) All debris to licensed landfill.
- 4) All recyclable material to the recycling facility.
- 5) Daily clean up to maintain a clean, safe working environment.
- 6) One mobilization.

NOTES:

- Dumpsters provided for HM Brandt LLC work only – **no other trades unless otherwise coordinated with GC and HM Brandt LLC.**
- **All salvage of removed contents, MEPFs, crushed stone, & copper etc. will become property of HM Brandt LLC.**
- This proposal to become part of any contract and/or any AIA documents.
- Work to be performed during normal business hours 8 hrs M-F or 10 hrs M-TH.
- Project duration to be completed within two weeks of start date

EXCLUSIONS:

- No gas or electric disconnects (by others)
- No removal of electric pole in parking lot

(No back charges considered without written notification within 10 days of the occurrence and 3 days to respond)

Phone: 262-538-1548

20151 W. Main St. PO Box 376 Lannon, WI. 53046

1 of 3

HM BRANDT LLC



Date: January 3, 2025
108 W. Main St. - Whitewater

HM Brandt LLC proposes to hereby to furnish material, labor and equipment – complete in accordance with above specifications, for the sum of all parts below:

Demolition Base Bid for the Sum of:

Forty-Eight Thousand, One Hundred Fifty-Five Dollars & 00/100

\$48,155.00

Payment to be made as follows: 30 days from billing based on schedule of values per phase. NO retainage to be held after approval of HM Brandt punch list.

This proposal does not take into account seasonal weather conditions, which may affect method of production and price as stated above. Any such changes in production method or price would be identified in writing and approved prior to implementation.

A SERVICE CHARGE COMPUTED BY A PERCENTAGE RATE OF 1 ½% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% MAY BE ASSESSED ON ALL INVOICES NOT PAID WITHIN TERMS OF SALE AS SHOWN ON INVOICE. THE CUSTOMER SHALL PAY ALL COSTS OF COLLECTION, INCLUDING ACTUAL ATTORNEYS' FEES.

NOTE: PLEASE READ NOTICE OF LIEN RIGHTS ATTACHED AND MADE A PART HEREOF

GENERAL CONDITIONS

GENERAL: This writing document specifies all conditions and agreements. Any variations must be in writing and in writing only.

QUOTATIONS: Quotations may be subject to change if not accepted within 10 days.

ACCEPTANCE OF PROPOSAL-The stated prices, specifications and conditions are satisfactory and are hereby specified. Payment will be made as outlined above.

PROPOSED BY:
HM Brandt LLC

ACCEPTED BY:

Michael Brandt

Michael Brandt

Name

January 3, 2025

Date

Title

Date

Phone: 262-538-1548

20151 W. Main St. PO Box 376 Lannon, WI. 53046

2 of 3

HM BRANDT LLC



Date: January 3, 2025
108 W. Main St. - Whitewater

GENERAL TERMS AND CONDITIONS

EXTRAS:

Any alteration or deviation from contract specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the contract price. Any changed or unforeseen site condition involving extra costs will be an extra charge over and above the original contract price for performance of the required changes.

CONSTRUCTION:

Owner or agent ordering this work is to establish property lines and be responsible for material placed as ordered in event of trespass, on other property, and hereby assumes responsibility for construction of improvements on property herein involved. Owner or agent shall be responsible for site conditions, including access to work area, preparatory grading, excavating and other work necessary for the proper completion of the work specified in this proposal. Extra time and material required by HM Brandt LLC (Contractor) to correct site conditions to enable its work to be completed shall be charged as an extra. Owner or agent further agrees to keep the site free from any conflicting or obstructive work that would interfere with the Contractor's performance. Prior to the commencement of our work, the work of others shall be completed to such an extent that it will not in any way conflict or interfere with our work. If Contractor is directed to commence work prior to the time such other contractor's work is completed, Owner agrees to pay the cost of any extra mobilizations or reduced productivity attributable to Contractor's commencing any of the work before any others have completed their work. Contractor will not be responsible for damage to private underground utilities or other hidden conditions if the Owner or agent fails to give advance notice of their existence and location.

DELAYS:

Contractor shall complete the job within a reasonable time, but shall not be liable for delays beyond the control of the Contractor, including, but not limited to, acts of God, inclement weather, delay by third parties or owner.

NOTICE OF LIEN RIGHTS:

As required by the Wisconsin construction lien law, Contractor hereby notifies owner that persons or companies furnishing labor or materials for construction on owner's land may have lien rights on that land and on the buildings on that land if they are not paid for such labor or materials. Those entitled to lien rights, in addition to the Contractor are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those that furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Contractor agrees to cooperate with the owner and his lender, if any, to see that all-potential lien claimants are duly paid.



www.whitewater-wi.gov
Telephone: 262-473-0500
Fax: 262-222-5903

Office of Finance
312 W. Whitewater St.
Whitewater, WI 53190

Item 5.

Date: January 7, 2025

To: Community Development Authority Board
Taylor Zeinert, Economic Development Director

From: Rachele Blich, Director of Financial and Administrative Services

Re: Slipstream Loan Balance

Slipstream LLC currently has two outstanding loans and one line of credit.

- Capital Catalyst Loan #1: Executed on September 4, 2013, in the amount of \$102,500, with a current balance of \$247,459.87. Interest payments were received in February 2015 for \$1,025; May 2016 for \$750; September 2016 for \$200; and October 2016 for \$200. No payments have been received since October 2016.
- Capital Catalyst Loan #2: Executed on September 23, 2014, in the amount of \$42,000, with a current balance of \$94,491.23. No payments have been received.
- Line of Credit: A \$10,000 draw was executed on May 12, 2015, followed by an additional draw of \$2,500 in May 2016. The current balance on the line of credit is \$29,746.50. No payments have been received.

As of January 31, 2025, the total outstanding amount across all loans and the line of credit is \$371,697.60. According to the DFI website the business remains active. It is strongly recommended the body engage the attorney to determine the possible avenues for collection.



CDA Agenda Item

Meeting Date:	January 16, 2025
Agenda Item:	Promissory Note for Inventalator
Staff Contact (name, email, phone):	Taylor Zeinert tzeinert@whitewater-wi.gov 262-473-0148

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

Executive Summary:

The promissory note for Inventalator was been changed by the legal department to reflect the payment plan that the CDA approved at the November 2024 meeting. ED Zeinert is looking for approval of the amended note.

More Information:

At the November 21st, 2024 CDA meeting the board approved a payment plan that was proposed by Coby, the founder of Inventalator. The payment plan that the CDA previously agreed to was that Inventalator would submit 2024 royalties in Q2 2025, then submit 4 quarterly installments of the remaining principal and interested balance beginning in Q1 2026.

ED Zeinert submitted the approved payment plan to Attorney Vladimirova. Attorney Vladimirova works with CDA Attorney Manthe and specializes in financial and bankruptcy law. Attorney Vladimirova drafted the amended promissory note. This note has been reviewed by ED Zeinert and the Finance Director.

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

- Approved the suggested payment plan for Inventatlator at the November 21st, 2024 meeting.

FINANCIAL IMPACT
(If none, state N/A)

N/A

STAFF RECOMMENDATION

Staff’s recommendation is to approve the proposed amended promissory note.

Suggested Motion:

“I move to approve the amended promissory note for Inventalator”

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

- Amended Promissory Note

AMENDED AND RESTATED PROMISSORY NOTE

\$142,798.81

Whitewater, Wisconsin
January __, 2025

FOR VALUE RECEIVED, Inventalator, Inc., a Wisconsin corporation (the “Maker”), hereby promises to pay to the order of the Community Development Authority of the City of Whitewater, Wisconsin (together with its successors and assigns, the “Lender”), the principal sum of One Hundred Forty Two Thousand, Seven Hundred Ninety Eight and 81/100 Dollars (\$142,798.81), together with all accrued and unpaid interest on the principal amount outstanding from the date hereof until paid in full.

This Note is an amendment and restatement of that certain Secured Promissory Note dated December 22, 2014, as amended and restated by that certain Amended and Restated Secured Promissory Note dated April 8, 2016 in the principal amount of \$27,500.00 (the “2014 Amended and Restated Note”), and that certain Secured Promissory Note dated April 8, 2016 in the principal amount of \$77,500.00 (the “2016 Note” and together with the 2014 Amended and Restated Note, the “Prior Notes”).

1. **Interest Rate.** Commencing on the date hereof and prior to an Event of Default, interest shall accrue on the aggregate unpaid principal amount outstanding under this Note at rate of fifteen percent (15%). All interest due under this Note shall be computed for the actual number of days outstanding on the basis of a 365-day year. Notwithstanding the foregoing, in no event shall the interest rate under this Note exceed the highest rate permitted by law.

2. **Payments of Principal and Interest.** Maker shall make payments to the Lender under this Note as follows:

(a) On June 30, 2025, Maker shall make a payment in an amount equal to Maker’s total royalties due to Maker based on Maker’s total revenues generated in 2024; and

(b) Beginning on March 31, 2026, and due at end of each quarter thereafter until December 31, 2026, Maker shall pay the remaining principal balance and accrued interest in four (4) installments, each installment of which shall be due and payable at the end of each fiscal quarter, with the entire remaining balance of principal and accrued interest due under this Note paid by no later than December 31, 2026 (the “Maturity Date”).

3. **Reviewed Financial Statements.** On or before March 31, 2025, Maker shall deliver to Lender, as soon as available, but in any event within ninety (90) days after the end of each fiscal year and at the end of each fiscal quarter, a balance sheet and profit and loss statement together with a statement of cash flows and applicable notes to the financial statements of Maker for each prior fiscal period, prepared in accordance with GAAP and reviewed by an independent certified public accountant. Such financial statements shall include: (i) the accountant’s management letter, if any; and (ii) a written certification by Maker's chief financial officer or other executive

officer that the financial statements present fairly the financial condition, results of operations, and cash flows of Maker as of the dates and for the periods indicated, in accordance with GAAP.

4. Set-Off. Maker shall have the right to withhold and set off against any amount due hereunder the amount of any claim of Maker against Lender.

5. Event of Default. An “Event of Default” shall mean any one of the following regardless of the reason therefor:

- (a) Maker fails to pay any sum when due under terms of this Note;
- (b) Any representation or warranty made under this Note or information provided by Maker in connection with this Note is or was false or fraudulent in any material respect;
- (c) Maker defaults under any other indebtedness or obligation to Lender;
- (d) Maker (i) becomes insolvent or takes any action which constitutes an admission of inability to pay Maker’s debts as they mature; (ii) makes an assignment for the benefit of creditors, (iii) petitions or applies to any tribunal for the appointment of a custodian, receiver or any trustee for Maker or a substantial part of Maker’s assets; (iv) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (v) by any act or omission indicating Maker’s consent to, approval of, or acquiescence in any such petition, application or proceeding, order for relief, or the appointment of any custodian, receiver or any trustee of Maker or a substantial part of Maker’s assets or properties;
- (e) Maker fails to observe or perform any other covenant, agreement, promise or obligation contained in this Note or any other agreement, document or instrument between Maker and Lender related to Maker’s obligations under this Note; or
- (f) Lender deems itself insecure regarding the prospect of payment of this Note or believes that full performance by Maker of its obligations under this Note is impaired.

6. Remedies.

- (a) Upon the occurrence of an Event of Default, Lender may, upon notice and demand to Maker, declare the entire amount of unpaid principal and accrued and unpaid interest under this Note immediately due and payable.
- (b) Upon the occurrence of an Event of Default, Maker hereby agrees to pay all reasonable fees and expenses incurred by Lender, including reasonable attorneys’ fees, in connection with the protection and enforcement of the rights of Lender under this Note, including without limitation, the collection of any amounts due under this Note and the

protection and enforcement of such rights in any bankruptcy, reorganization, or insolvency proceeding involving Maker.

(c) After the Maturity Date (whether by acceleration or otherwise) and during any period during which an Event of Default exists hereunder, the unpaid principal balance of this Note shall bear interest at a rate of interest five percent (5%) per annum in excess of the interest rate otherwise in effect hereunder (the “Default Interest Rate”). The payment of interest at the Default Interest Rate shall not act to excuse or cure any Event of Default, nor shall the receipt of such payments by the Lender in any way adversely affect or impair the other rights and remedies of the Lender against the Maker.

(d) No remedy conferred hereunder upon Lender is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Note or hereafter existing by law. No failure or delay on the part of Lender in exercising any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right hereunder preclude other or further exercise.

7. Successors and Assigns. Maker shall not assign this Note without the consent of Lender or the holder of this Note. All the provisions hereof shall extend to and inure to the benefit of Lender and any and all persons hereunder from time to time owning or holding this Note, and their respective heirs, legal representatives, successors, and assigns.

8. Governing Law; Venue. This Note shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Wisconsin, without regard to conflicts of laws principles. Any action arising from or relating in any way to this Note shall be tried only in the state or federal courts situated in the Eastern District of Wisconsin. Maker consents to jurisdiction and venue in those courts to the greatest extent permitted by law. The party that substantially prevails in any action to enforce any provision of this Note shall recover all costs and attorneys’ fees incurred in connection with the action.

9. Severability. If any provision of this Note is held to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Note shall remain in full force and effect.

10. Termination. This Note may not be changed or terminated orally, but only by an agreement in writing signed by the party against whom enforcement of such change or termination is sought.

11. Further Assurances. From and after the date of this Note, each party agrees that it shall execute and deliver such documents and take such actions as may be reasonably requested by the other party to carry out the purposes and the transaction contemplated hereby.

12. Restatement. This Note is an amendment and restatement of the Prior Notes. Maker hereby acknowledges and agrees that the indebtedness evidenced by the Prior Notes has not been

repaid or extinguished and that the execution of this Note does not constitute a novation of the Prior Notes. Moreover, this Note shall be entitled to all security and collateral to which the Prior Notes were entitled, without change or diminution in the priority of any lien or security interest granted to secure the Prior Notes.

[Signature Page Follows]

IN WITNESS WHEREOF, Maker has caused this instrument to be duly executed as of the first date written above.

INVENTALATOR, INC.

By: _____

Name: Coby Skonord

Title: President, Secretary, and Treasurer



CDA Agenda Item

Meeting Date:	January 16, 2025
Agenda Item:	Update regarding parcel /WUP 00018D
Staff Contact (name, email, phone):	Taylor Zeinert tzeinert@whitewater-wi.gov 262-473-0148

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

Executive Summary:

The sewer needs to be extended from Jefferson Street to Starin Road to allow for residential to be built on /WUP 00018D, also known as Hospital Hill. Jefferson Street is slated to be redone in 2026, the hope is to extend the sewer then. At that time building residential projects will be possible.

More Information:

ED Zeinert had met with an interested developer regarding /WUP 00018D. Upon deeper investigation of the parcel sewer from Jefferson Street would need to be extended to make the parcel feasible for future housing projects.

ED Zeinert connected with Public Works Director Marquardt and talked about the lack of sewer. The Marquardt shared that Jefferson is slated to be redone in 2026. During that time, it would be more cost effective for the sewer to be extended.

Until the sewer is extended the property is on hold for all future development.

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

N/A

FINANCIAL IMPACT
(If none, state N/A)

N/A

STAFF RECOMMENDATION

N/A

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

N/A



CDA Agenda Item

Meeting Date:	January 16, 2025
Agenda Item:	Legal Action Regarding Jay Stinson
Staff Contact (name, email, phone):	Taylor Zeinert tzeinert@whitewater-wi.gov 262-473-0148

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

Executive Summary:

Attached to this memo is the complaint that will be filled against Jay Stinson and Fine Food Arts LLC. ED Zeinert wanted to provide the board with an update on the matter after the board voted to pursue legal action.

More Information:

At the September 19th, 2024 CDA meeting the board motioned to take legal action against Jay Stinson and Fine Food Arts LLC. Mr. Stinson has not been compliant in his loan agreement.

ED Zeinert has been working with Attorney Manthe and Attorney Vladimirova on this matter. Attorney Vladimirova works with CDA Attorney Manthe and specializes in financial and bankruptcy law. Attorney Vladimirova drafted the complaint. Attached to this memo is a copy of the complaint.

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

- Approved that staff work with the legal team to pursue legal action against Jay Stinson and Fine Food Arts LLC

FINANCIAL IMPACT
(If none, state N/A)

N/A

STAFF RECOMMENDATION

N/A

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

- Copy of the complaint

STATE OF WISCONSIN

CIRCUIT COURT

WALWORTH COUNTY

COMMUNITY
DEVELOPMENT
AUTHORITY OF THE CITY
OF WHITEWATER
312 W. Whitewater St
Whitewater, WI 53190

Plaintiff,

v.

Case No. _____

Case Code: 30301

Case Type: Money Judgement

FINE FOOD ARTS LLC
210 W. Whitewater, St.
Whitewater, WI 53190-1938

&

JAY STINSON
210 W. Whitewater St.
Whitewater, WI 53190

Defendants.

COMPLAINT

Plaintiff, the Whitewater Community Development Authority, by its attorneys, Stafford Rosenbaum LLP, as and for its claims against the Defendants, alleges as follows:

PARTIES

1. Plaintiff, Community Development Authority of the City of Whitewater (“Plaintiff” or “Lender”), is a committee in the City of Whitewater, Wisconsin, with its principal office located at 312 W. Whitewater St., Whitewater, WI 53190.

2. Defendant, Fine Food Arts LLC (“Fine Food”), is a Wisconsin limited liability company with its principal office located at 210 W. Whitewater, St., Whitewater, Wisconsin 53190.

3. Defendant, Jay Stinson (“Mr. Stinson”), is a Wisconsin resident who resides at 210 W. Whitewater, St., Whitewater, Wisconsin 53190.

JURISDICTION AND VENUE

4. This Court has personal jurisdiction over Fine Food pursuant to Wis. Stat. §§ 801.05(1)(c) and 801.05(6).

5. This Court has personal jurisdiction over Mr. Stinson pursuant to Wis. Stat. § 801.05(1)(b) because Mr. Stinson is a natural person domiciled in Wisconsin.

6. This Court has subject matter jurisdiction over this matter, as required in Wis. Stat. § 801.04(1).

7. Venue properly lies in Walworth County because the Plaintiff’s claims arose therein and Mr. Stinson resides therein, pursuant to Wis. Stat. §§ 801.50(2)(a) and (c).

BACKGROUND FACTS

8. On or about December 29, 2021, Fine Food and Lender entered into that certain Loan Agreement (the “Loan Agreement”). A true and correct copy of the Loan Agreement is attached hereto as **Exhibit 1**.

9. Pursuant to the Loan Agreement, Lender agreed to extend a loan to Fine Food (the “Loan”) as further evidenced by that certain Promissory Note signed by Mr. Stinson on behalf of Fine Food in the principal amount of \$31,810.00 (the “Note”). A true and correct copy of the Note is attached hereto as **Exhibit 2**.

10. As a condition for extending the Loan to Fine Food, Fine Food granted to Lender security interest in certain collateral (the “Collateral”) as further described in that certain Security Agreement dated as of December 29, 2021 (the “Security Agreement”). A true and correct copy of the Security Agreement is attached hereto as **Exhibit 3**.

11. On or about November 8, 2022, Plaintiff filed a UCC Financing Statement, filing number 20221108000318-0, with the Department of Financial Institutions. A true and correct copy of the UCC Financing Statement, filing number 220221108000318-0, is attached hereto as **Exhibit 4**.

12. As a condition for extending the Loan to Fine Food, Mr. Stinson executed a Personal Guaranty (the “Guaranty”) guarantying the Loan. A true and correct copy of the Guaranty is attached hereto as **Exhibit 5**.

13. The Loan Agreement provided, among other things, that Fine Food was responsible for payments of all principals, interest, fees, and charges due for a total of forty-two (42) months. (Exh. 1 § 2(a)(i)).

14. The Loan Agreement also states that “in the event [Fine Food] ceases the active conduct of its business operations . . . [Fine Food] shall be deemed and considered to be in default . . .” (Exh. 1 § 13).

15. Additionally, the Loan Agreement provided that “[i]n the event [Fine Food], prior to the time that the loan has been fully paid and satisfied by [Fine Food], ceased the active conduct of its business operations in the City of Whitewater . . . the entire outstanding balance of the loan shall become immediately due and payable at the option of” Plaintiff. (Exh. 1 § 10).

16. Further, both the Loan Agreement and Note provide that Plaintiff is entitled to recover its reasonable attorney’s fees incurred from Plaintiff’s efforts to collect the sums owed under the Loan Agreement and Note. (Exh. 1 § 13; Exh. 2 § 3),

17. On or around October 3, 2022, Fine Food ceased its business operations in the City of Whitewater.

18. On or around December 1, 2022, pursuant to the terms of the Loan Agreement, Plaintiff sent Fine Food and Mr. Stinson a notice of default as a result of ceasing its business operations, a notice of accelerated payment and a demand for payment in full (the “Notice”). A true and correct copy of the Notice is attached hereto as **Exhibit 6**.

19. Upon receipt of the Notice, Fine Food and Mr. Stinson were obligated to pay the entire outstanding balance of the Loan, together with interest.

20. To date, Fine Food has not paid Plaintiff the entire sum owed under the Loan Agreement.

21. Fine Food has failed to pay all sums owed under the Loan Agreement and is in default under the terms of the Loan Agreement, Note and Security Agreement.

22. Further, Mr. Stinson has failed to pay all sums due or to become due under the Loan Agreement and Note pursuant to the Guaranty and is in default under the terms of the Guaranty.

FIRST CAUSE OF ACTION: BREACH OF CONTRACT AGAINST FINE FOOD

23. Paragraphs 1-22 above are realleged and incorporated as if fully set forth below.

24. Under the Loan Agreement and Note, Fine Food promised to pay all sums due under the Loan Agreement and Note.

25. The Loan Agreement and Note are valid, enforceable contracts against Fine Food.

26. Fine Food has not fulfilled its obligations under the Loan Agreement and Note by failing to pay all sums owed under the Agreement.

27. Further, Fine Food has not fulfilled its obligations under the Loan Agreement and Note by ceasing its business operations prior to the time that the Loan has been fully paid and satisfied.

28. Consequently, Fine Food has materially breached the Agreement.

29. As of **January 9, 2025**, there is now due and owing to Plaintiff from Fine Food the total sum of **\$35,939.24** under the Agreement.

30. Fine Food has not been excused from any of its duties and obligations under the Loan Agreement and Note, and its failure to meet its obligations under the Loan Agreement and Note is indefensible.

31. Plaintiff has suffered, and continues to suffer, harm as a direct and proximate cause of Fine Food's breach.

SECOND CAUSE OF ACTION: BREACH OF CONTRACTS AGAINST MR. STINSON

32. Paragraphs 1-31 above are realleged and incorporated as if fully set forth below.

33. Under the Guaranty, Mr. Stinson promised to "guarantee full and timely . . . payment of all sums . . . due or to become due" under the Agreement. (Exh. 5)

34. The Guaranty is a valid, enforceable contract against Mr. Stinson.

35. Mr. Stinson has not fulfilled his obligations under the Guaranty by failing to pay the sums owed under the Loan Agreement and Note.

36. Consequently, Mr. Stinson has materially breached the Guaranty.

37. As of **January 9, 2025**, there is now due and owing to Plaintiff from Mr. Stinson the total sum of **\$35,939.24** under the Guaranty.

38. Mr. Stinson has not been excused of his duties and obligations under the Guaranty, and his failure to meet his obligations under the Guaranty is indefensible.

39. Plaintiff has suffered, and continues to suffer, harm as a direct and proximate cause of Mr. Stinson's breach of the Guaranty.

THIRD CAUSE OF ACTION: REPLEVIN OF COLLATERAL

40. Paragraphs 1-39 above are realleged and incorporated as if fully set forth below.

41. Pursuant to the Security Agreement, Fine Food granted security interest in the Collateral.

42. Fine Food is in default of the Loan Agreement, Note and Security Agreement. Under the terms of the Security Agreement, upon default, Lender is entitled to immediate possession of the Collateral. (Exh. 1 § 8)

43. Upon information and belief, the Collateral has not been taken for a tax, assessment or fine or seized under any execution or attachment against the Collateral, or that if so seized that it is exempt from the seizure.

44. Fine Food remains in possession of the Collateral, which possession is wrongful as to the Plaintiff.

WHEREFORE, Plaintiff demands judgment against the Defendants as follows:

A. For money judgment against the Defendants in the amount of Thirty-Five Thousand Nine Hundred and Thirty-Nine Dollars and Twenty-Four Cents (\$35,939.24), representing amount owing to Plaintiff as of January 9, 2025, plus any and all charges, interest, and late fees incurred subsequent to those set forth herein, plus the amount of the Plaintiff's fees and costs of collection, including reasonable attorneys' fees, incurred in this matter.

B. Granting the Plaintiff a judgement of replevin entitling Plaintiff to immediate possession of and the right to sell the Collateral.

C. For such other and further relief as may be provided by law or equity.

Dated: January 9, 2025

STAFFORD ROSENBAUM LLP

By: Electronically signed by Iana A. Vladimirova

Iana A. Vladimirova

State Bar Number 1098860

Ian S. Lane

State Bar Number 1125917

*Attorneys for Plaintiff Community
Development Authority of the City of
Whitewater*

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