



# Parks and Recreation Board Meeting

Cravath Lakefront room 2nd floor 312 West  
Whitewater Str, Whitewater, WI, 53190 \*In Person  
and Virtual

**Wednesday, April 15, 2026 - 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.**

Please click the link below to join the webinar:

<https://teams.microsoft.com/meet/236264863713354?p=XBf4OyVgUYAZjLwE9Y>

**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**

Members: Steve Ryan, Stephanie Hicks, Neil Hicks, Kathleen Fleming, Dan Fuller, Mike Kilar, Mike Dowden, Deb Weberparl, Chad Ahrens, Alternate Vacant.

Staff: Kevin Boehm (Director), Michelle Dujardin (Assistant Director), Jamie Lowery (WAFC Manager), Jennifer Jackson (Adult Program Coordinator), Michael Maas (Youth Program Coordinator)

### **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. Park and Recreation Board meeting minutes from January 21, 2026.
2. Pedestrian and Bicycle Advisory Commission meeting minutes from December 11, 2025.
3. Urban Forestry Commission meeting minutes from September 29, 2025.
4. Urban Forestry Commission meeting minutes from February 2, 2026.

### **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**

- [5.](#) Discussion and possible action on lease agreement with Whitewater Food Pantry for use of the Armory.
6. Directors Report
7. Update on Lakes Projects for 2026
8. Update on Park Projects
9. Update on Aquatic Center Committee and WAFC Capital Campaign progress.
- [10.](#) Discussion and possible action on application for open gym use of the Cravath Lakefront Building for morning yoga.
11. Creation of subcommittee to review department rules.

#### **FUTURE AGENDA ITEMS**

12. Selection of Chair, Vice Chair in April

#### **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.**



**Parks and Recreation Board Minutes DRAFT  
Wednesday, January 21, 2026 – 5:30 pm  
Cravath Lakefront Room  
312 W. Whitewater Street  
Whitewater, WI 53190  
Hybrid Meeting**

**1. Call to Order and Roll Call**

Present: Chad Ahrens, Kathleen Flemming, Dan Fuller, Neil Hicks, Stephanie Hicks, Mike Kilar, and Deb Weberpal, Absent: Mike Dowden and Steve Ryan  
Staff: Kevin Boehm, Jaime Lowrey, and Michelle Dujardin

**2. Approval of Agenda**

Motioned by Neil Hicks. Seconded by Deb Weberpal. Aye: Chad Ahrens, Kathleen Flemming, Dan Fuller, Neil Hicks, Stephanie Hicks, Mike Kilar, and Deb Weberpal  
Absent: Mike Dowden and Steve Ryan

**3. Approval of Consent Agenda**

Motioned by Neil Hicks. Seconded by Mike Kilar. Aye: Chad Ahrens, Kathleen Flemming, Dan Fuller, Neil Hicks, Stephanie Hicks, Mike Kilar and Deb Weberpal. Absent: Mike Dowden and Steve Ryan

**4. Hearing of Citizens Comments**

No Citizens Comments

**5. Considerations/Discussions/Reports**

- a. Boehm gave update on Christmas in Cravath final overall thoughts of the event with a statement that a survey will go out to the community looking for helpful feedback for the future; new programs include: cheer & baile folklorico; two lifeguards (Lynette Brown & Brenda Schumacher) made a save of a toddler that was in serious distress, we can't thank the staff enough for following their training and those who train them; communication back to the city on the splash pad grant has not happened yet; and the city council approved the open space plan with the next step it going to the DNR.

Neil Hicks suggested bringing back the Polar Plunge outdoors at Cravath Lakefront Park & Dog Day at the Pool

- b. Discussion and possible action on application for open gym use of the Old Armory Building for Indoor Soccer.
- i. **Boehm:** Indoor Soccer Group would like to utilize the Armory Gym on Sundays 4pm-8pm with the opportunity open to the public.  
 Motioned by Neil Hicks to accept the application for open gym for indoor soccer submitted by Jose M Villegas. Seconded by Deb Weberpal. Aye: Chad Ahrens, Kathleen Flemming, Dan Fuller, Neil Hicks, Stephanie Hicks, Mike Kilar, and Deb Weberpal. Absent: Mike Dowden and Steve Ryan
- c. Discussion and possible action on application for open gym use of the Old Armory Building for morning basketball.
- i. **Boehm:** Morning basketball group would like to have 5 on 5, open to all adults, twice a week ( Tuesday & Thursday) mornings at 5am-7am.  
 Motioned by Neil Hicks to accept the application for open gym for indoor morning basketball submitted by James Hobart. Seconded by Dan Fuller. Aye: Chad Ahrens, Kathleen Flemming, Dan Fuller, Neil Hicks, Stephanie Hicks, and Deb Weberpal. Abstain: Mike Kilar. Absent: Mike Dowden and Steve Ryan
- d. Discussion and possible action on setting April 11, 2026 as a community clean up day for Starin Park athletic fields
- i. **Boehm:** Is excited to bring back a workday at Treytons to get ready for the 2026 season.  
 Motioned by Stephanie Hicks to approve the April 11, 2026 date as a community clean up day at Treytons. Seconded by Mike Kilar. Aye: Chad Ahrens, Kathleen Flemming, Dan Fuller, Neil Hicks, Stephanie Hicks, Mike Kilar, and Deb Weberpal. Absent: Mike Dowden and Steve Ryan
- e. Discussion and possible action to recommend members to the Aquatic Center Committee to the Common Council
- Motioned by Neil Hicks to recommend Bridget Lee, Krystal deLeon, Sue Scherer, and Chuck Mills to Aquatic Center Committee. Seconded by Stephanie Hicks. Aye: Chad Ahrens, Kathleen Flemming, Dan Fuller, Neil Hicks, Stephanie Hicks, Mike Kilar, and Deb Weberpal. Absent: Mike Dowden and Steve Ryan
- f. Discussion and possible action on approval of Strategic Plan
- i. **Boehm:** The current plan is missing an excel sheet that is still in progress.

Item was tabled for future meeting.

## 6. Future Agenda Items

Policies and Procedures for WAFC closures.

**7. Adjournment**

- a. Adjournment at 6:27

Respectfully Submitted,

*Michelle Dujardin*

Michelle Dujardin



# Pedestrian and Bicycle Advisor Item 2. Commission

Cravath Lakefront room 2nd floor 312 West  
Whitewater Str, Whitewater, WI, 53190 \*In Person  
and Virtual

**Thursday, December 11, 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.**

<https://teams.microsoft.com/meet/27324450164237?p=UxvQPdomrOIUIMA9Aj>

### **Dial in by phone**

+1 929-229-5663,,154223361# United States, New York City

[Find a local number](#)

Phone conference ID: 154 223 361#

**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 called to order by Chairperson Young at 5:30pm

### **ROLL CALL**

Present: Chairperson Young, Vice Chair Sahyun.

Absent: Board member Coleman.

### **APPROVAL OF AGENDA**

*A commission 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 Commission to be implemented. The agenda shall be approved at each meeting even if no changes are being made at that meeting.*

Motioned by Chair Young to approve the agenda as written. Seconded by Vice Chair Young.

**CONSENT AGENDA**

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

1. Meeting Minutes from October 9, 2025

Motion to approve by Vice Chair Sahyun, seconded by Chairperson Young.

**HEARING OF CITIZEN COMMENTS**

*No formal Commission 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 Commission 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.***

None

**CONSIDERATIONS / DISCUSSIONS / REPORTS**

2. Discussion on ordinance update for pedestrians, bicycles, e-bikes and motorized scooters.

Discussion was held and it was recommended to add to the section h, Carrying Objects, clarification about handlebars, add if equipped. Also to add the word multi use paths to section (p) Title. Further discussion was had on classification of motorcycles. It was determined to ask for clarification if that should be included in this document by the City Attorney. It was asked to get input from the Police Department to see if this document is something they can work with and if it fits all current needs and then give to City Attorney for further review.

3. Discussion on current bicycle maps and accuracy.

Motion to table by Chair Young. No second. Boehm asked what to have GIS work on for clarification. Sahyun asked for updates on what streets have bike lanes. Shared streets need to be identified. Update all street names to make sure they are all there with new roads that have been added to map 3.1.

**FUTURE AGENDA ITEMS**

4. Campus to Aldi's pedestrian access.
5. Aldi's to Cold Spring Road access.
6. Installation of bike lane on Tratt St. and other streets with parking restrictions.
7. Access to Kettle Moraine State Park.

**ADJOURNMENT**

Meeting was adjourned at 6:42pm

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.**



## Urban Forestry Commission Item 3.

Cravath Lakefront room 2nd floor 312 West  
Whitewater Str, Whitewater, WI, 53190 \*In Person  
and Virtual

**Monday, September 29, 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.**

**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.**

1. Topic: Urban Forestry Commission  
Time: Sep 29, 2025 05:30 PM Central Time (US and Canada)  
Join Zoom Meeting  
<https://us02web.zoom.us/j/89592911936?pwd=1wZ4pxV2jTv6NCSjH4ZooxLJnW0ObW.1>

Meeting ID: 895 9291 1936  
Passcode: 004861

---

One tap mobile  
+16469313860,,89592911936#,,,,\*004861# US  
+19292056099,,89592911936#,,,,\*004861# US (New York)

Join instructions  
[https://us02web.zoom.us/join/89592911936/invitations?signature=L4hFmDvIN404KQsVa3ad6bMq7y5bOew5u\\_P6ryeL9GY](https://us02web.zoom.us/join/89592911936/invitations?signature=L4hFmDvIN404KQsVa3ad6bMq7y5bOew5u_P6ryeL9GY)

---

### **AGENDA**

#### **CALL TO ORDER**

Called to order at 5:30pm by Chairperson Nick Alt.

#### **ROLL CALL**

Present: Chairperson Nick Alt, Board Member Sherry Stanek, Board Member Joshua Kapfer, Board Member Marjorie Stoneman, Board Member Bill Chandler, Board Member Kerry Katovich.

Absent: None

Others Present: City Staff Kevin Boehm, City Forester Andrew Beckman.

#### **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.*

Motion made by Board Member Kapfer, Seconded by Board Member Stoneman to approve the agenda.

Voting Yea: Board Member Kapfer, Board Member Katovich, Board Member Stoneman, Board Member Chandler, Board Member Stanek, Chairperson Alt.

### **CONSENT AGENDA**

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

2. Urban Forestry Commission meeting minutes from August 25, 2025

Motion made by Board Member Stoneman, Seconded by Board member Katovich to approve minutes as presented.

Voting Yea: Board Member Kapfer, Board Member Katovich, Board Member Stoneman, Board Member Chandler, Board Member Stanek, Chairperson Alt.

### **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.***

Discussion was had with the students present about what an Urban Forest is and tree diversity by Alt, Chandler and Stanek.

### **TREASURER REPORT**

3. Treasurers Report

Boehm gave an update on the fund balance available to the Urban Forestry Commission with a total available of \$4,722.51.

Motion made by Board Member Chandler, Seconded by Board member Katovich to approve the treasurers report as presented.

Voting Yea: Board Member Kapfer, Board Member Katovich, Board Member Stoneman, Board Member Chandler, Board Member Stanek, Chairperson Alt.

### **CONSIDERATIONS / DISCUSSIONS / REPORTS**

4. Discussion and possible action on moving day of week for future meetings, and frequency of meetings.

Boehm asked for discussion on moving the meeting date from the last Monday of the month due to network updates held on that date every month.

Motion made by Board Member Stanek, Seconded by Board member Kapfer to change the meeting night to the fourth Tuesday of the month at 5:30pm.

Voting Nay: Board Member Kapfer, Board Member Katovich, Board Member Stoneman, Board Member Chandler, Board Member Stanek, Chairperson Alt. Motion Failed

Motion made by Board Member Chandler, Seconded by Board member Stanek to change the meeting night to the first Monday of the month at 5:30pm quarterly or as needed.

Voting Aye: Board Member Kapfer, Board Member Katovich, Board Member Stoneman, Board Member Chandler, Board Member Stanek, Chairperson Alt. Motion passed.

Further discussion was had on frequency of meetings moving forward. It was decided to have meetings in February, May, August and November or as needed.

5. Discussion and possible action on an education piece for the Whitewater Banner why the Bradford pear should not be used in plantings and the environmental impact of planting them.

Alt gave a brief explanation to the students present. Kapfer gave information that the student he reached out did not respond. He will follow up.

6. Discussion and possible action on education session at the Arboretum.

No action has been taken since the last meeting. Alt and Stanek to follow up.

7. Discussion and possible action on funding ideas for the Arboretum.

No action has been taken since the last meeting. Stanek will look into grants. Fundraising will be used for signage, tree ID.

8. Discussion and possible action on what to do with wood from Territorial Oak.

Stanek will continue to work with Russ Walton.

## **BIRD CITY**

9. Update on Bird City.

Chandler gave an update on Swift Night Out and the overall success of the event. Saturday August 29<sup>th</sup> will be the night in 2026 starting at 7pm. He gave an update of the Lake Geneva event. Fellow Mortals of Lake Geneva will be solicited to attend the event and give a wildlife presentation for \$100.00, the school district has been notified of the event and an indoor location at the school has been requested. Chandler and Stanek worked with Boehm to update the Urban Forestry pages on the City Website.

**FUTURE AGENDA ITEMS**

- Potential Bird of the Year contest.

**ADJOURNMENT**

Meeting was adjourned at 6:28pm.

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.**



## Urban Forestry Commission Meeting

Cravath Lakefront room 2nd floor 312 West  
Whitewater Str, Whitewater, WI, 53190 \*In Person  
and Virtual

**Monday, February 02, 2026 - 5:30 PM**

### MINUTES

#### CALL TO ORDER

Meeting called to order at 5:30 p.m.

#### ROLL CALL

##### PRESENT

Board Member Sherry Stanek  
Board Member Marjorie Stoneman  
Chairperson Nicholas Alt  
Board Member Kerry Katovich  
Board Member Bill Chandler

##### ABSENT

Board Member Joshua Kapfer

##### STAFF

Andrew Beckman, Arborist  
Llana Dostie  
Brad Marquardt, Director of Public Works

#### 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.*

Motion made by Board Member Stanek, Seconded by Board Member Stoneman.

Voting Yea: Board Member Stanek, Board Member Stoneman, Chairperson Alt, Board Member Katovich, Board Member Chandler

#### 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. Urban Forestry Commission meeting minutes from September 29, 2025.

Motion made by Board Member Stanek, Seconded by Board Member Chandler.

Voting Yea: Board Member Stanek, Board Member Stoneman, Chairperson Alt, Board Member Katovich, Board Member Chandler

## CONSIDERATIONS / DISCUSSIONS / REPORTS

2. Discussion on tree health concerns along Jefferson Street and justification for planned removals.

Andrew Beckman, Arborist stated that most of the trees will be removed. There will 7 trees that will be spaded and moved to the dog park. Most are Norway maples. There is rot in a lot of the trees.

Nick asked if the street is getting higher?

Beckman confirmed that.

Nick stated that most of the trees are not native.

Beckman is going to plant what belongs there.

Nick asked about if Beckman had a chance to put the electric underground?

Beckman stated that it would costly.

Margie asked if the city would be providing a letter to the owners that that the trees are coming down.

Marquardt stated that information was included in the informational letter and will be included in the letter closer to the start of the project.

3. Discussion and possible action on Whitewater Unified School District landscape plan for the Whitewater High School improvement project.

Stanek stated that none of the plantings are native plants. Boxwood is temperamental in our environment.

Beckman stated he thinks they are trying to not get a bunch of seeds cooking in the location which is why they are going with the espresso coffee trees. There are a lot of batches of all the same stuff. Beckman stated that the board members need to get him their suggestions by end of day of Thursday.

**Motion that we approve the landscape plan for the high school with alterations and recommendations made by UFS members to the City Forester**

Motion made by Board Member Stanek, Seconded by Board Member Stoneman.

Voting Yea: Board Member Stanek, Board Member Stoneman, Chairperson Alt, Board Member Katovich, Board Member Chandler

4. Discussion and possible action on Whitewater Unified School District landscape plan for the Whitewater Middle School improvement project.

Alt stated there are only three plant selections.

Stanek stated that there are a lot of them.

Dostie provided a background, that we requested that they provide a plant buffer between the bus exit and the house on W. Highland.

Beckman stated that Colorado spruce should include northern white. A narrow type of tree.

Stanek stated she would like a buffer by the drive for the house on S. Elizabeth.

**Motion that we approve the middle school landscape plan with the conditions that the school district create a suitable buffer that the City Forester can approve at both ends of the bus lane so on S. Elizabeth Street and on W. Highland with recommended native trees from UFC and City Forester.**

Motion made by Board Member Stanek, Seconded by Board Member Stoneman.

Voting Yea: Board Member Stanek, Board Member Stoneman, Chairperson Alt, Board Member Katovich, Board Member Chandler

5. Discussion and possible action on an education piece for the Whitewater Banner why the Bradford Pear tree should not be used in plantings and the environmental impact of planting them.

Kerry stated he thought that Josh had arranged for an environmental studies student.

Nick asked if we needed the author's permission?

Stanek stated we should ask the student if they want credit.

**Motion to have Sherry submit to the Banner once we have found out if the student wants credit along with photo.**

Motion made by Board Member Stoneman, Seconded by Chairperson Alt.

Voting Yea: Board Member Stanek, Board Member Stoneman, Chairperson Alt, Board Member Katovich, Board Member Chandler

6. Discussion and possible action on an education session at the Arboretum in 2026.

Stanek stated that she has talked to Jim Neis he is willing to do it again as long we work with him. He doesn't want to do it alone.

Alt asked if there was a date in mind?

Stanek confirmed that there is not date in mind.

Alt wanted confirmation about no date currently.

Stanek stated that there is so much going on during the tree sale we would likely want to do that later.

Stoneman asked when the tree sale is.

Stanek confirmed end of April.

7. Discussion on Whitewater Community Foundation grant award and potential signage to purchase with the funds.

Stanek stated the foundation awarded us \$1,000. Jay has contacted a number of times since Sherry and Jay were unable meet he was are are going to mail the check. Sherry will check with Kevin when he gets back about the check.

Beckman stated the sign is put into concrete and placed in at ground level.

Stoneman asked who would be deciding about what is on the sign.

Stanek stated that there would be a sub committee.

Stoneman asked if we can get a pictures once the signs get put in.

**Motion to do the photo op after the signs up with community foundation.**

Motion made by Board Member Stoneman, Seconded by Board Member Chandler.

Voting Yea: Board Member Stanek, Board Member Stoneman, Chairperson Alt, Board Member Katovich, Board Member Chandler

8. Discussion on what to do with the wood from the Territorial Oak.

Stanek stated that the wood is aging. It is has been cut and clamped and drying.

Alt asked if Russ was going to the library bench?

Stanek stated we already voted on it.

Stoneman asked who is paying for this.

Stanek stated that there has not been any payment demands given. Russ wants to have lasting pieces.

Alt asked is it on here because we need to figure out what to do with the tree that wasn't taken by Russ.

Dostie explained that was her understanding.

Beckman stated he thought Russ was taking it all. But it is still there.

Stanek stated she will ask Russ will take it all and found out from Andy what is left.

9. Discussion and possible action on a spring clean up day at the Arboretum.

Alt stated that today is last day on Urban Forestry. Not doing justice to the spot. Will be sending out email. Can still help with the tree sale but that will be his last commitment.

Stanek stated she will appreciate it if he will do the sale in conjunction with Urban Forestry.

If there is not other action than his suggestion this item can be removed.

**No action taken**

10. Discussion and possible action on installation of Monarch Waystation sign at Clay Street Nature Park.

Stanek stated that Richard Anberg has been taking care of the beds. The city had to do some work there this summer. Thinks that it would be helpful so that people know what the bed is there. The sign from Monarch watch is \$25.00

Beckman stated that yes it can go in the bed.

Stanek stated only a sign where the milkweed is going.

Alt asked if Stanek if this is on here because we need to spend money.

**Motion to spend \$25.00 to order a monarch way station sign for Clay Street Nature Park.**

Motion made by Board Member Stanek, Seconded by Board Member Chandler.  
Voting Yea: Board Member Stanek, Board Member Stoneman, Chairperson Alt, Board Member Katovich, Board Member Chandler

**BIRD CITY**

Chandler provide his notes for Bird City to be added to the minutes.

Stanek stated that Bird City renewal for March 15, 2026.

11. Discussion and possible action on contracting Fellow Mortals to conduct an educational program at the 2026 Swift Night Out for \$100.00.

**Motion to mail \$100.00 to Fellow Mortals to make a presentation at Swift night out, August 29.**

Motion made by Board Member Chandler, Seconded by Board Member Stanek.  
Voting Yea: Board Member Stanek, Board Member Stoneman, Chairperson Alt, Board Member Katovich, Board Member Chandler

12. Discussion on Bird of the Year Contest.

Stanek stated defer this to next meeting.

**FUTURE AGENDA ITEMS**

Signage for Arboritum

Territorial Oak for wood not taken by Russell

New Chairperson

Yard of Year (native slate) with a monetary prize

Bird of the Year Contest

**ADJOURNMENT**

Meeting adjourned at 6:35 p.m.

Motion made by Board Member Katovich, Seconded by Board Member Chandler.  
Voting Yea: Board Member Stanek, Board Member Stoneman, Chairperson Alt, Board Member Katovich, Board Member Chandler

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.**

DRAFT

## For the Birds

### Urban Forestry February 2, 2026

Action Item. Update the Bird City webpage by adding the live cam of the bird feeding station and the video of the Swift dive into the MS chimney.

The Purple Martin annual membership is renewed. The quarterly PMA magazine will be shared with landlords of city-owned Martin houses.

Welcome to new Whitewater Purple Martin landlord - Carol McCormick. She will be included in the communication loop of Martin lovers.

The Whitewater Swift Night Out date is listed in the Wis. DNR website.

\$50 was paid to Fellow Mortals Wildlife Hospital in Lake Geneva to present wildlife at Swift Night Out.

The Urban Forestry Commission is requested to again table at the SNO, the International Children's Day, and the Third Annual Unity Walk at the Armory at 10a-noon on Saturday July 18.

The Swift Night Out will be held on Saturday, August 29. It will commence at 7pm in the Whitewater Middle School cafeteria with a 15-minute presentation of wildlife by the Fellow Mortals Wildlife Hospital from Lake Geneva and presentations by experts TBD from the Whitewater Urban Forestry Commission. At 7:30 the featured performers will start diving by the hundreds into the Whitewater MS chimney.

Reason for inside location.

The inside location will be easier on wildlife away from the lights and generator of the food truck and audience chatter. The cafeteria has probable access to electricity if needed and seating for the audience. Also, the inside audience will be quieter, and it will be easier for them to see the wildlife. Most importantly, because the audience can use umbrellas outside for 15-20 minutes to view the dive, the Swift Night Out will not be cancelled due to rain.

Suggestions are now requested from UFC to fill the remaining 15-minute time slot

Possible presenters: Kerry Katovich and Joshua Kapfer, wildlife experts from UWW, Nick Alt and/or Jim Nies Why Diversity in Nature, Sherry Stanek thank you to Whitewater Community Foundation for signage in Starin Park Arboretum and Overview of UFC, Impact of AI data centers, Benefits of solar and wind, other possible presenters?



# Parks and Recreation Board Agenda Item

Meeting Date:	April 15, 2026
Agenda Item:	Discussion and possible action on lease agreement with Whitewater Food Pantry for use of the Armory.
Staff Contact (name, email, phone):	Kevin Boehm, <a href="mailto:kboehm@whitewater-wi.gov">kboehm@whitewater-wi.gov</a> , 262-473-0122

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

The City of Whitewater currently provides facility space to several organizations within City-owned buildings, all of which are 501(c)(3) organizations. These include:

- Whitewater Arts Alliance – White Building
- Whitewater Chamber of Commerce – White Building
- Whitewater Community Food Pantry – Armory Building

The City does allow certain non-profit and partner organizations to utilize facilities on a limited or occasional basis (such as meetings, events, or community programming). However, this differs from ongoing, full-time occupancy of City-owned space.

Full-time use involves dedicated space, utilities, maintenance, and operational impacts to City facilities.

The current lack of a formal lease agreement and rental structure for the Whitewater Community Food Pantry represents an inconsistency in how City facilities are managed. Establishing a consistent approach across all City-owned buildings is necessary to ensure equitable treatment and clear expectations for all organizations.

**Operational and Maintenance Considerations**

Ongoing, full-time use of City facilities results in measurable maintenance and repair impacts.

At the Armory building, the City has incurred multiple elevator repair expenses associated with heavy and frequent use beyond typical passenger operations, including the transport of materials using carts, trolleys, and similar equipment.

Documented repair costs include:

- June 7, 2024: \$595.25
- September 2, 2024: \$1,241.00
- February 24, 2025: \$2,186.75

The total cost of these repairs is \$4,023.00. These costs exceed typical baseline maintenance and are absorbed within City facility budgets, creating additional financial impacts. These costs reflect the type of use occurring within the facility, including activities that place demands on infrastructure beyond typical passenger-oriented operations.

**Policy Direction**

The City is working to improve consistency in the management of public assets across all City-owned buildings.

As part of this effort, the City is requesting that organizations utilizing City-owned facilities on a full-time or exclusive basis enter into formal lease agreements that include rental terms.

This approach is intended to:

- Promote consistency across all City facilities
- Ensure equitable treatment among community organizations
- Provide clear documentation of facility use
- Align with standard municipal practices for managing public property

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

**FINANCIAL IMPACT**  
(If none, state N/A)

The full financial impact of ongoing occupancy is difficult to quantify with precision, as utilities and certain operational costs are shared across the entire facility. As a result, isolating exact costs attributable to individual users is not feasible. However, it is evident that continuous, full-time use contributes to overall building expenses and operational impacts, particularly with respect to the use and maintenance demands placed on building infrastructure such as the elevator.

**STAFF RECOMMENDATION**

Staff recommends proceeding with the lease agreement as presented in order to establish consistency in the use of City-owned facilities and align with the policy direction outlined above.

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

Lease agreement

**LEASE**  
**BETWEEN THE**  
**CITY OF WHITEWATER**  
**AND**  
**WHITEWATER COMMUNITY FOOD PANTRY**

This Lease is entered into by and between the City of Whitewater, (hereinafter at times referred to as the City or Landlord), and **Whitewater Community Food Pantry**, an entity whose expected business activities of **operating a food pantry** are determined to be consistent with the operation of the Whitewater Armory located in the City of Whitewater, Walworth County, Wisconsin, and more particularly described below.

Therefore, based upon the mutual covenants contained herein, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE 1**  
**GRANT AND TERM**

**1.1 Premises.** In consideration of the rents, terms, and agreements to be performed and observed by Tenant, Landlord rents to Tenant and Tenant rents from Landlord the below described property, "Premises", as follows: **All rooms on the second floor of the Whitewater Armory located at 146 West North Street.**

Tenant shall also have the right to exclusive use of the Premises.

**1.2 Common Areas.** In addition to the above, Tenant and its employees, agents, customers and invitees, shall have the nonexclusive right, in common with Lessor and all others to whom Lessor has or may hereafter grant rights, to additional use of lower foyer/general area that are provided for Armory guests.

**1.3 Other Common Areas.** In addition, Tenant shall also have the nonexclusive right to use other areas and facilities of common benefit to the tenants and occupants such as the parking lot, and restrooms. Except as otherwise provided for herein, Landlord shall operate, manage, equip, light, insure, repair and maintain the Other Common Areas for their intended purpose in such manner as Landlord shall in its sole discretion determine, and may from time to time change the size, location and nature of any Other Common Areas, and may make installations therein, and alter, move and remove the same, and Landlord shall not be subject to liability therefore, nor shall Tenant be entitled to any compensation, or diminution or abatement of rent, nor shall any such action be deemed an actual or constructive eviction of Tenant. Landlord reserves the right to make changes to the Other Common Areas and the layout of the Other Common Areas, including the construction of additional buildings and any other improvements therein and to place signs on the Armory and to change the name, number or designation by which the Armory is commonly known. Landlord shall provide parking to allow Tenant to use at least 3 on-site parking spaces per day, and sufficient on site and/or street parking to accommodate tenant's occasional need for additional parking spaces.

**1.4 Original Term.** The original term of this Lease shall be one year and begin on June 1, 2026, and shall end on May 31, 2027, at 12:00 midnight, unless otherwise terminated earlier hereunder.

**1.5 Use.** It is understood that Tenant shall use the leased premises for the operation of food pantry. Tenant shall not conduct any other business operations on the leased premises without the prior written

consent of Landlord.

**1.6 Surrender of Premises.** At the expiration or any termination of this Lease, Tenant shall, without notice or demand, surrender the Premises in the same condition as at the commencement of the term, reasonable wear and tear excepted, and shall surrender all keys to Landlord. Subject to the provisions of Article 3 hereof, all alterations, additions and improvements constructed by or on behalf of Tenant on the Premises and all permanent fixtures shall, upon the expiration of termination of this Lease, become the property of Landlord.

## ARTICLE 2 RENT

**2.1 Rent.** Tenant agrees to pay rents of \$300 per month to the City of Whitewater on or before the 1<sup>st</sup> day of each month.

**2.2 Utilities.** In addition to rent, Tenant shall pay \$100 per month to the City of Whitewater on or before the 1<sup>st</sup> day of each month as reimbursement for all utilities it uses.

**2.3 Facility Access.** Tenant will be given an access card to enter the facility. Access will be allowed to the facility during normal business hours of the Food Pantry.

## ARTICLE 3 CONSTRUCTION AND ALTERATIONS

**3.1 Fixtures and Equipment.** At its own expense, Tenant may furnish and install such additional business and trade fixtures and equipment in the Premises as may be necessary or desirable for Tenant's business. Such additional fixtures and equipment shall remain the personal property of Tenant and shall be removed by Tenant at the expiration or termination of this Lease. Upon removal of such fixtures and equipment, Tenant shall restore the Premises to its condition at the beginning of this Lease, reasonable wear and tear excepted.

## ARTICLE 4 MAINTENANCE, REPAIRS AND DESTRUCTION

**4.1 No Warranties by Landlord.** The parties acknowledge that Tenant has had, prior to its occupancy, reasonable opportunity to inspect the Premises. Tenant takes the Premises pursuant to this Lease in AS IS condition, without warranty, express or implied, by Landlord as to any aspect of the physical condition of the Premises or its suitability for the Tenant's intended use.

**4.2 Maintenance and Repair by Tenant.** Subject to Section 4.3 below, Tenant shall keep the premises in good condition, and shall maintain and repair the Premises at its own cost and expense. Tenant shall keep the Premises sanitary, clean and neat.

**4.3 Damage or Destruction.** If the Premises or any portion thereof shall be partially or wholly destroyed or damaged by fire or other casualty to the extent of less than fifty percent (50%) of the total value of the Premises as a whole, then Landlord shall promptly restore or replace the Premises to the condition existing prior to such damage or destruction, regardless of whether or not the same is covered in whole or in part by insurance then in effect, and this Lease shall continue in full force and effect and rent due hereunder shall equitably abate. Such restoration shall be commenced promptly and pursued by

Landlord with reasonable diligence to completion. All insurance proceeds received by Landlord or Tenant on account of such damage or destruction shall be applied to payment of said restoration to the extent that such proceeds will pay the same, with any deficiency to be paid by Landlord and with any excess insurance proceeds to be paid to Tenant.

If the Premises or any portion thereof shall be partially or wholly destroyed or damaged by fire or other casualty to the extent of fifty percent (50%) or more (as determined by Landlord's consultant in accordance with the standards of the Construction industry) of the total value of the premises as a whole, then Landlord shall have the sole and exclusive option, after consulting with tenant, to be exercised within 30 days of the damage to either rebuild or replace the Premises or not rebuild or replace the Premises. If Landlord elects to rebuild or replace the Premises, then this Lease shall remain in full force and effect, and Landlord shall commence said rebuilding or replacement immediately following the exercise of such option and shall proceed with the same with reasonable diligence to completion. If Landlord elects to rebuild or replace the Premises, the rent due shall equitably abate. If Landlord elects not to rebuild or replace the Premises, then this Lease shall terminate upon the exercise of such option by Landlord.

## **ARTICLE 5 UTILITIES**

**5.1 Utilities.** The Landlord shall promptly pay for all water, sewer, heat, light and power furnished to the Premises. If Landlord fails to pay the utilities on a timely basis, Tenant may pay them and receive a credit on its next lease payment for the amount paid. Landlord shall not be liable to Tenant for any interruption in the utility service not the fault of Landlord.

Tenant shall be solely responsible for any utility not mentioned above, including but not limited to telephone, internet, or cable.

**5.2 Taxes and Assessments.** Landlord shall pay and discharge as they become due all taxes (with the exception of personal property taxes on Tenant's personal property), assessments (including special assessments), and payments in lieu of taxes levied, assessed, charged or imposed on or against the Premises.

## **ARTICLE 6 CONDUCT OF BUSINESS**

**6.1 Waste and Nuisance.** Tenant shall comply with all applicable laws, ordinances, regulations and covenants affecting the use and occupancy of the Premises. Tenant shall not commit, or permit to be committed, any waste or nuisance on the Premises. No smoking shall be allowed in any part of the building or on the property.

**6.2 Compliance with Laws.** The Tenant shall abide by all state and federal laws concerning discrimination including but not limited to laws prohibiting discriminating against persons on the grounds of race, color, national origin, handicap, age, religion or sex.

## **ARTICLE 7 INSURANCE AND INDEMNITIES**

**7.1 Public Liability Insurance.** Tenant shall keep in full force and effect a policy of public liability

insurance on the Premises and its business operated thereon, with combined single limits of not less than \$1,000,000.00 for injury per occurrence and for property damage. Such insurance shall name Landlord and Tenant as co-insureds.

**7.2 Tenant's Property.** Tenant shall be solely responsible for carrying personal property insurance sufficient to cover the loss of all personal property on the premises. Landlord shall not be liable for any damage to or loss of property on the Premises.

**7.3 Hold Harmless and Indemnification.** Landlord shall not be liable for any loss, injury, death or damage to persons or property caused by Tenant, and Tenant shall indemnify Landlord against all claims, liability, loss or damage caused by the Tenant.

## **ARTICLE 8 CONDEMNATION**

**8.1 Total Condemnation.** If the entire Premises, or such part of the Premises (including entrances, exits and parking areas) as will render the remainder unsuitable for Tenant's use, shall be appropriated or taken or condemned under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate as of the date of taking. Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or any other loss, damage, or expense that may be incurred by Tenant as a result thereof.

**8.2 Partial Condemnation.** If a partial taking or condemnation occurs not rendering the remainder of the Premises unsuitable for Tenant's use (with or without alterations or renovations to the Premises by Landlord), this Lease shall remain in full force and effect, with the exception that the monthly rent shall equitably abate as to any portion of the Premises taken. The amount of the rent abatement shall be mutually agreed to by Landlord and Tenant, taking into consideration (without limitation) whether or not the Premises taken included building and improvements, whether the Landlord has exercised its right to alter or renovate the Premises as a result of the taking (and the cost thereof), and the extent and nature of the impact, if any, on the conduct of Tenant's business on the Premises.

**8.3 Award.** In all events, Landlord shall be entitled to receive and retain the entire amount of any award, compensation or damages resulting from any taking or condemnation. Tenant shall have no claim against Landlord by reason of such taking or termination and shall not have any claim or right to any portion of the award to be paid Landlord. Notwithstanding the foregoing, Tenant shall have the right to claim and recover from the condemning authority such compensation as may be awarded to Tenant for its leasehold interest, including any award for damages to Tenant's business by reason of such condemnation, and/or any cost or loss incurred by Tenant in removing Tenant's trade fixtures, equipment, and furnishings.

## **ARTICLE 9 DEFAULT**

**9.1 Events of Default.** Each of the following events (and those other events specifically referred to elsewhere in this Lease) shall constitute a default under this Lease by Tenant:

- (a) Tenant's failure to pay monthly rent, or to otherwise pay or discharge any other monetary obligation.

(b) Tenant's failure to perform, comply with, or observe any other material term or condition of this Lease, which failure shall continue for a period of thirty (30) days after written notice thereof is given to Tenant by Landlord.

(c) If Tenant shall vacate or abandon the Premises or a substantial portion thereof while this Lease is in effect; provided, however, that such vacation or abandonment shall not constitute an event of default hereunder unless (i) it continues for ninety (90) consecutive days, or (ii) Tenant is otherwise in default hereunder.

(d) If Tenant shall file a petition in bankruptcy or insolvency for reorganization under any bankruptcy or insolvency law, or make an assignment for the benefit of creditors.

(e) If any involuntary proceedings under any bankruptcy or insolvency law shall be instituted against Tenant, or if a receiver or trustee shall be appointed for all or substantially all of Tenant's assets, and such proceeding shall not be dismissed or vacated within sixty (60) days.

**9.2 Effect of Default or Breach.** If any default or breach is not timely cured after written notice, Landlord shall have the following rights, as well as all rights and remedies under Wisconsin law:

- (a) Landlord may immediately terminate this Lease.
- (b) Landlord may elect, but shall not be obligated, to make any payment required to be made by Tenant hereunder, or to perform any other term or condition required to be performed by Tenant hereunder.
- (c) Landlord may re-enter the Premises and remove the property and personnel of Tenant, and may store the property of Tenant in any place selected by Landlord at the expense of Tenant.
- (d) Landlord may re-let the Premises or any part thereof upon any terms or conditions. Landlord may make alterations and repairs to the Premises in order to prepare the same for re-renting. Tenant shall be liable to Landlord for all losses and damages incurred by Landlord resulting from Tenant's breach, plus Landlord's expenses for re-letting the Premises and for alterations and repairs made in order to prepare the Premises for re-renting.

**9.3 Remedies of Landlord.** All of Landlord's rights and remedies are cumulative and not exclusive. Tenant shall pay for any and all costs and expenses, including reasonable attorney's fees, incurred by Landlord in enforcing any term or condition of this Lease.

**9.4 Defaults by Landlord.** If Landlord defaults under the terms of this Lease, Landlord shall have thirty (30) days to cure the default after written notice thereof is given to Landlord by Tenant.

## ARTICLE 10 INSPECTION BY LANDLORD

**10.1 Entry by Landlord.** Landlord and its agents shall have the right to enter the Premises for the purpose of inspecting the same.

**10.2 Notice.** Whenever reasonably possible, Landlord shall inspect the Premises at reasonable times during normal business hours and upon reasonable advance notice to Tenant. No notice to Tenant shall be required if Landlord reasonably believes an emergency or other exigent condition exists.

**ARTICLE 11  
ASSIGNMENT AND SUBLETTING**

**11.1 Tenant Assignment and Subletting.** Tenant shall have the right to assign this Lease or sublet the Premises only with Landlord's prior written consent.

**11.2 Landlord Assignment.** Landlord shall have the right to assign this Lease at any time, provided that the assignee agrees to be bound by the terms of this Lease.

**ARTICLE 12  
SUBORDINATION**

**12.1 Subordination.** This Lease is subject and subordinate to all mortgages which may now or hereafter affect the Premises, and to all renewals, modifications, consolidations, replacements, and extensions thereof.

**ARTICLE 13  
MISCELLANEOUS**

**13.1 Entire Agreement.** This Lease sets forth the entire agreement between the parties, and supersedes all prior agreements and understandings. No subsequent change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

**13.2 Notices.** All notices under this Lease shall be in writing (unless expressly provided otherwise) and shall be by (a) deposit in the United States Mail, registered or certified mail, return receipt requested, or (b) delivery in person or by Federal Express or similar courier service. For purposes of notice, the addresses of the parties are as follows:

Landlord:	City of Whitewater c/o Kevin Boehm, Parks Director 312 W. Whitewater St. P.O. Box Whitewater, WI 53190
	and
	City of Whitewater, c/o Steven T. Chesebro, City Attorney 312 W. Whitewater St. P.O. Box 178 Whitewater, WI 53190

Tenant:	_____ Whitewater Community Food Pantry
---------	---

\_\_\_\_\_  
\_\_\_\_\_

Either party may change its address by giving written notice to the other party.

**13.3 Partial Invalidity.** If any provision of this Lease shall be held invalid or unenforceable by a court, the remainder of this Lease shall not be affected, and each remaining provision shall be valid and enforceable.

**13.4 Binding Effect.** This Lease shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and assigns.

**13.5 Applicable Law.** This Lease shall be governed by the laws of the State of Wisconsin.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties execute this Lease Agreement as of the date and last signed below.

<b>CITY OF WHITEWATER, CITY MANAGER JOHN WEIDL</b>
<b>By/Date:</b>

<b>TENANT</b> _____, <b>WHITEWATER COMMUNITY FOOD PANTRY</b>
<b>By/Date:</b>

Building Request Details	
Requested Start Date: <u>1.13.26</u>	Requested End Date: <u>no end date planned</u>
Days of Week (check all that apply): <input type="checkbox"/> Mon <input checked="" type="checkbox"/> Tue <input type="checkbox"/> Wed <input checked="" type="checkbox"/> Thu <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun	
Start Time: <u>5:30 AM</u>	End Time: <u>6:45 AM</u>
Frequency: <input type="checkbox"/> One-time session <input checked="" type="checkbox"/> Weekly recurring <input type="checkbox"/> Other (explain): _____	

Purpose & Activity Description	
Open Activity is unstructured, drop-in, public recreation time. It cannot include private lessons, team practices, exclusive groups, or paid instruction.	
Name of Open Activity (for calendars/marketing): <u>Community Sunrise Yoga</u>	
Describe exactly what activities will occur during Open Activity (e.g., free play basketball, drop-in volleyball, general recreation): <u>Yoga - All levels welcome</u> <u>- beginners welcome</u>	

## Age Group & Public Access (Required)

**Primary age group(s) this Open Activity will serve (check all that apply):**

- Grades K-5  
 Middle School  
 High School  
 Adults (18+)  
 Older Adults (55+)  
 All Ages / Family  
 Other: \_\_\_\_\_

**Will this Open Activity be fully open to the public within the age group(s) listed above?**

- Yes (required for Open Activity approval)  
 No (not eligible for Open Activity)

**Will any fee be charged to participants?**

- No (required for Open Activity approval)  
 Yes - Amount: \$\_\_\_\_\_ (not eligible for Open Activity)

## Expected Participation & Supervision

**Expected number of participants per session:**

Minimum: 1 Maximum: 25

**Number of supervising adults on site:** 1

**On-site supervisor name (if different from applicant):**

\_\_\_\_\_

**On-site supervisor cell number:**

512-297-8928

### Required Open Activity Compliance Information

**Waiver Requirement**

All participants must complete a City-approved waiver before participating.

**Who will collect and submit waivers?**

Breanne Diebolt-Brown

**Supervision & Safety Plan**

Describe how you will monitor participants, address behavior, and ensure safe, inclusive use of the Activity:

Yoga is a pretty low key activity, where participants take off their shoes before walking on the carpet, and they have their own mats for practice. I have 30 years experience teaching yoga, and I've only had to kick someone out of my class once.

**Cleaning & Facility Care Plan**

(Open Activity groups must sweep floors, remove trash, return equipment, and report damages after every session.)

Describe how you will complete required cleaning:

Shoes are taken off before entering. There might be a tissue in the trash, but in general, trash is not used. Most bring their own re-usable water bottles. I always report any odd damages, such as running foibles.

### Equipment & Facility Needs

**Equipment you will bring:**

mat, foam blocks, straps, tripod

**Equipment requested from the City (if available):**


None

**Additional set-up needs:**  
none  
\_\_\_\_\_  
\_\_\_\_\_

**OPEN ACTIVITY POLICY ACKNOWLEDGEMENT**

By submitting this application, I acknowledge that:

- 1. I have read and will comply with the City of Whitewater Facility Rental & Reservation Policy and Open Activity Policy.
- 2. Open Activity must be open to the public, free of charge, and not used for private, invitational, team, or paid activities.
- 3. I will ensure all participants complete required waivers.
- 4. I am responsible for supervision, behavior management, and safety.
- 5. I must clean the building after every session and report damages immediately.
- 6. Misrepresentation of Open Activity may result in reclassification, fees, loss of reservation privileges, and/or suspension.
- 7. The Parks & Recreation Department has full authority to approve, modify, deny, or discontinue Open Activity at any time.

**Applicant Signature:**  
  
\_\_\_\_\_

**Date:** 1-15-26

**FOR OFFICE USE ONLY**

**Application received by:**

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

**Open Activity Eligibility Check:**

- Open to public
- No fee charged
- Drop-in only
- No private/team/invite-only activities
- Waiver process approved
- Supervision plan approved

**Staff Determination:**

- Approved – Open Activity
- Denied (reason): \_\_\_\_\_
- Reclassify as Rental (Group 3 or 4)

**Approved Dates/Times:**

\_\_\_\_\_

**Conditions/Notes:**

\_\_\_\_\_

\_\_\_\_\_

**Approving Staff Signature:**

\_\_\_\_\_

**Date/Time:** \_\_\_\_\_