



# Common Council Meeting

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

**Tuesday, March 18, 2025 - 6:30 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:

<https://us06web.zoom.us/j/83804325175?pwd=pRcvQ1PhxIvaPlIdMI7Lfp2I9IUjwFd.1>

**Telephone:** +1 (312) 626-6799 US (Chicago) (Houston)

**Webinar ID:** 838 0432 5175

**Passcode:** 878627

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

### PLEDGE OF ALLEGIANCE

### APPROVAL OF AGENDA

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

### GUEST SPEAKER

1. TIF basics and myths presentation by Greg Johnson from Elhers.

### CONSENT AGENDA

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

2. Public Works Committee Meeting Minutes from February 11, 2025.
3. Approve contract with Pioneer Roofing for roof replacement on Building 600 at the Wastewater Facility.
4. Approve Amendment No. 1 to Strand Task Order 24-10.
5. Appointment of Kelsey Price to the Community Development Authority.

- [6.](#) Appointment of Earle Young to the Pedestrian & Bicycle Advisory Committee.
- [7.](#) Appointment of Jordan Reilly to Landmarks Commission.

#### **CITY MANAGER REPORT**

- [8.](#) City Manager Report- **City Manager**

#### **STAFF REPORTS**

- [9.](#) Update on the Police and Fire/EMS Referendum-**Police Chief Meyer**
- [10.](#) PD Tow Rotation - **Police Chief Meyer**
- [11.](#) Whitewater Ranking -**Finance**
- [12.](#) Public Comment Response Memo - **Finance**
- [13.](#) Update regarding window signage in other municipalities- **Neighborhood Services**

#### **HEARING OF CITIZEN COMMENTS**

*No formal Council 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 Council 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**

14. Councilmember Requests for Future Agenda Items or Committee items. Questions

#### **FUTURE AGENDA ITEMS**

15. Update from Landmarks Committee regarding Starin Park Water Tower- **Schanen May 2025**
16. Report on the Lakes District- **May 6, 2025**
17. Starin Road Speed Bump Update-**Smith Q2**
18. Common Council Meeting held at UW Whitewater Campus- **April 15, 2025**
19. Robert Baird Housing Presentation- **Hicks April 2025**
20. More information on the survey capabilities- **Smith Q2**

**CLOSED SESSION** Adjourn to Closed Session, TO RECONVENE, pursuant to Wis. Stat. § 19.85(1)(g) to confer with legal counsel regarding strategy to be adopted concerning litigation in which the City is or is likely to become involved, and Wis. Stat. § 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investing of public funds, or to conduct other specified public business whenever competitive or bargaining reasons require a closed session. Items to be discussed:

CS-21. Discussion and Possible Action regarding Twin Oaks WI, LLC Claim of Excessive Real Estate Tax Assessment for Parcel No. 292-0515-3223-000 (Wis. Stat. § 19.85(1)(g) & Wis. Stat. § 19.85(1)(e)) - **City Manager**

[CS-22.](#) Discussion and Possible Action regarding Pre 3 Offer to purchase vacant land owned by the City of Whitewater located at /A444200001 (Wis. Stat. § 19.85(1)(e)) - **Economic Development Director**

#### CONSIDERATIONS

23. Discussion and Possible Action regarding Twin Oaks WI, LLC Claim of Excessive Real Estate Tax Assessment for Parcel No. 292-0515-3223-000 (Wis. Stat. § 19.85(1)(g) & Wis. Stat. § 19.85(1)(e)) - **City Manager**

24. Discussion and Possible Action regarding Pre 3 Offer to purchase vacant land owned by the City of Whitewater located at /A444200001 (Wis. Stat. § 19.85(1)(e)) - **Economic Development Director**

#### ADJOURNMENT

**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.**

**2023-2025 City of Whitewater's 5 strategic goals: Build single-family homes, Communicate with the community without the newspaper, Support a thriving business community, Recruitment and retention efforts with a focus on diversity, and Prioritization of expenditures with available resources.**



# Tax Incremental Financing Overview

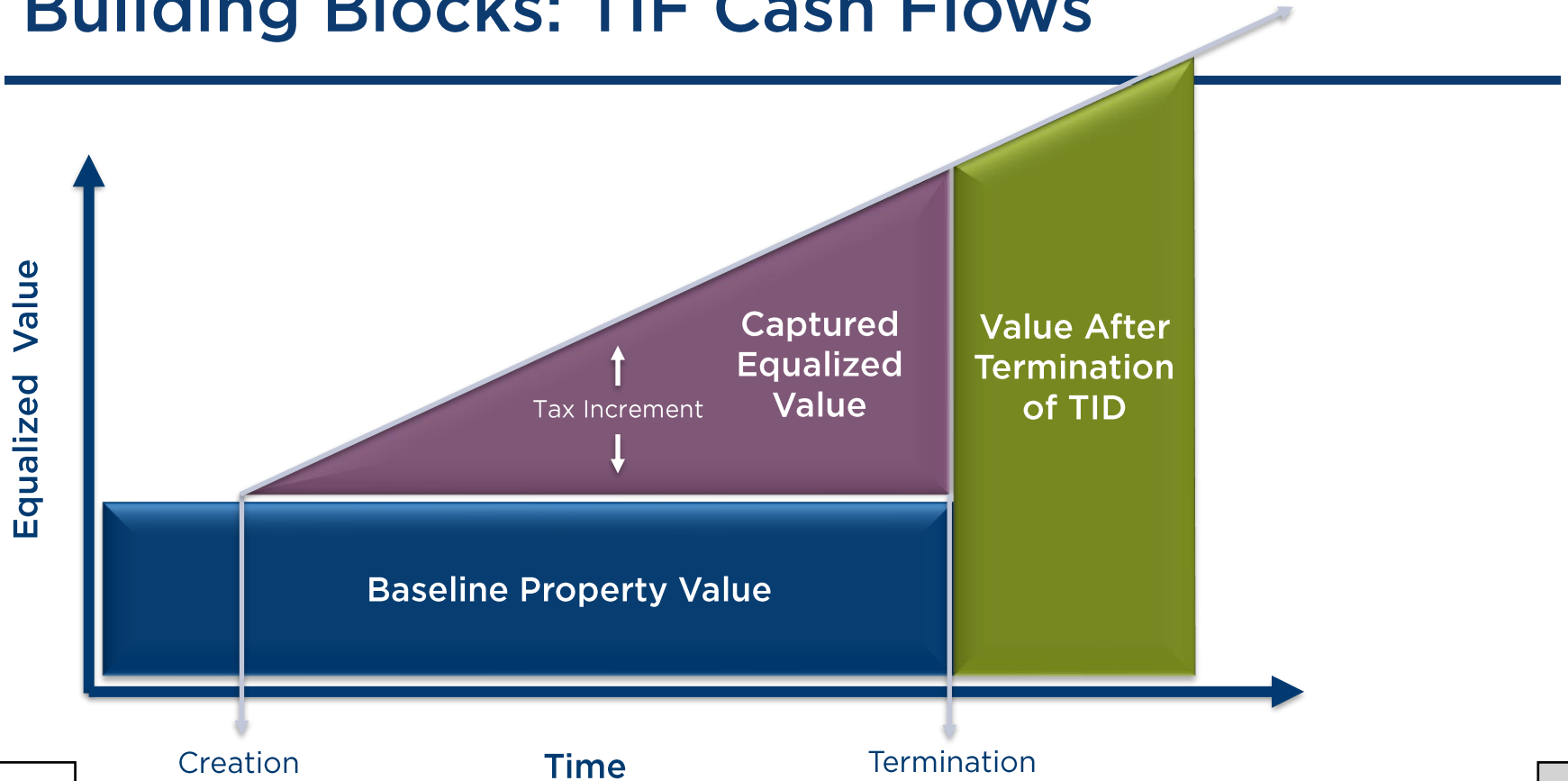
March 18, 2025

# What is Tax Increment Financing?

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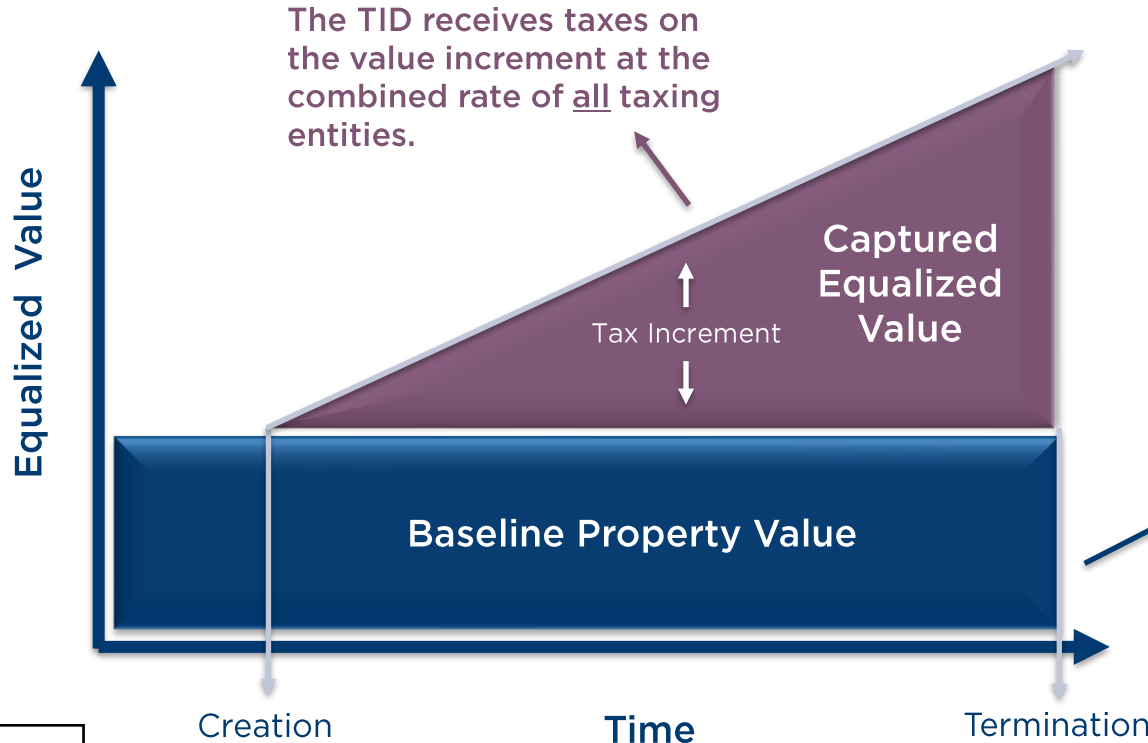
- Key acronyms:
  - ✓ TIF = Tax Increment Financing (*the tool*)
  - ✓ TID = Tax Increment District (*where the tool is used - boundary*)
- Powerful economic development tool
- Allows municipalities to capture **incremental property tax revenue** from tax base **growth** in defined area & use it to **benefit** that area

# Building Blocks: TIF Cash Flows



Item 1.

# Building Blocks: TID & Tax Levies



Jurisdiction	Mill Rate
Local	\$6.50
County	\$4.00
School	\$7.50
VTAE	\$2.00
<b>TOTAL</b>	<b>\$20.00</b>

All taxing jurisdictions overlying TID boundary continue to receive their share of the tax levy on the base value of the TID.

# How is the TID Tax Rate Determined?

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- All TID increment is based on an **equalized tax rate**
- School tax credit **does not** apply to tax increment collected
- TID tax rate comes from the PC-202 form also called the Tax Incremental Calculation Worksheet  
<https://www.revenue.wi.gov/Pages/Report/tax-increment-worksheet.aspx>
- Year on worksheet represents year the tax bill is sent out
  - ✓ 2024 worksheet applies to 2024 tax bill for revenue collected for 2025 budget



Form  
PC-202

# 2024 Tax Increment Worksheet

WI Dept  
of Revenue

Report Type ORIGINAL	Co-muni Code 64291	County WALWORTH Muni Type CITY Municipality WHITEWATER	Account No. 1759	Total Equalized TID Value Increment 16,924,700	This worksheet is for all TIDs in this municipality
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Taxing Jurisdiction	Col. A	Col. B	Col. C	Col. D	Col. E	Col. F
	Apportioned Levy /	Equalized Value (less TID Value Increment) =	Interim Rate X	Equalized Value (with TID Value Increment) =	Total Levy Amount (use on Mill Rate Worksheet)	Col. E - A = Tax Increment
1. County						
WALWORTH	\$2,062,164.50 /	896,192,600.00 =	0.002301028 X	913,117,300.00 =	\$2,101,108.47	\$38,943.97
2. Special Districts (metro, sanitary, lake)						
3. Tax District (town, village, city)						
WHITEWATER	\$5,681,055.34 /	896,192,600.00 =	0.006339101 X	913,117,300.00 =	\$5,788,342.79	\$107,287.45
4. School Districts						
SCH D OF WHITEWATER	\$6,477,014.04 /	896,192,600.00 =	0.007227257 X	913,117,300.00 =	\$6,599,333.40	\$122,319.36
5. Technical College Districts						
GATEWAY TECHNICAL COLLEGE KENO	\$502,799.27 /	896,192,600.00 =	0.000561039 X	913,117,300.00 =	\$512,294.42	\$9,495.15
6. Tax Increment Total						
Item 1.	\$14,723,033.15				\$15,001,079.08	\$278,045.93

Form  
PC-202

# 2024 Tax Increment Worksheet

WI Dept  
of Revenue

Report Type ORIGINAL	Co-muni Code 28292	County JEFFERSON	Muni Type CITY	Municipality WHITEWATER	Account No. 0785	Total Equalized TID Value Increment 5,632,200	This worksheet is for all TIDs in this municipality
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Taxing Jurisdiction	Col. A	Col. B	Col. C	Col. D	Col. E	Col. F
	Apportioned Levy /	Equalized Value (less TID Value Increment) =	Interim Rate X	Equalized Value (with TID Value Increment) =	Total Levy Amount (use on Mill Rate Worksheet)	Col. E - A = Tax Increment
<b>1. County</b>						
JEFFERSON	\$356,651.54 /	122,927,000.00 =	0.002901328 X	128,559,200.00 =	\$372,992.41	\$16,340.87
<b>2. Special Districts (metro, sanitary, lake)</b>						
<b>3. Tax District (town, village, city)</b>						
WHITEWATER	\$779,246.66 /	122,927,000.00 =	0.006339101 X	128,559,200.00 =	\$814,949.75	\$35,703.09
<b>4. School Districts</b>						
SCH D OF WHITEWATER	\$888,424.99 /	122,927,000.00 =	0.007227257 X	128,559,200.00 =	\$929,130.38	\$40,705.39
<b>5. Technical College Districts</b>						
MADISON AREA TECHNICAL COLLEGE MADN	\$77,920.59 /	122,927,000.00 =	0.000633877 X	128,559,200.00 =	\$81,490.72	\$3,570.13
<b>6. Tax Increment Total</b>						
<b>Item 1.</b>	\$2,102,243.78				\$2,198,563.26	\$96,319.48

# Tax Rates

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- All taxpayers pay the same rate regardless whether the property is in or out of a TID
- It's where the tax revenue goes & what it can be used for...



Supports GF Expenditures  
*Municipal Levy Only*



TIF-Eligible Expenditures  
*All Jurisdiction's Levies*

# Detail behind tax rates (City example)

- Municipality & all other taxing jurisdictions levy generally applicable property tax
- Total levy amount divided by total TID out assessed value generates a real property tax rate expressed in \$/\$1,000 of value (mill rate)
- Tax rate is applied to value captured in TIDs & total amount of tax increment is collected by the municipality
- Total tax increment apportioned to individual TIDs pro-rated by respective value increment

Calculating TID Out Tax Rate	
Description	Amount
Total Assessed Value	880,882,950
Incremental value Equalized (all TID's)	16,924,700
Assessment ratio	0.964490125
Convert incremental value to assessed	16,323,706
TID OUT Assessed Value	864,559,244
Levy Less TID	5,681,055
Assessed TID OUT Rate	6.57
Calculating TID IN Tax Rate	
Total Assessed Value	880,882,950
Total Levy including increment	5,788,343
Assessed TID IN Rate	6.57

Item 1.

# Sample City Portion Tax Bill (TID #14 parcel)

## Sample Tax Bill with parcel # and assessed value

Property Total Assessed Value	126,700
Municipal Taxes calculated	833
Actual tax bill	833
Difference	(0)

CITY OF WHITEWATER  
PO BOX 690  
312 W WHITEWATER ST  
WHITEWATER, WI 53190



776982/WUP 00356  
DLK ENTERPRISES INC  
PO BOX 239  
WHITEWATER WI 53190

WALWORTH COUNTY - STATE OF WISCONSIN  
PROPERTY TAX BILL FOR 2024  
REAL ESTATE

DLK ENTERPRISES INC

Parcel Number: **AWUP 00356**  
Bill Number: **776982**

**Important:** Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

**Location of Property/Legal Description**

PT NE 1/4 & SE 1/4 SEC 6 T4N R15E DESC AS: COM E 1/4 COR SEC 6, N3D34 1/3' W 990', S84D53' W 330' TO POB, N84D53' W 2350.76', N7D06' W 286.17', S87D59' W 245.09', S49D32' W 227.66', ALG ARC OF CURVE, CHORD N51D23' W 181.31', N48D40' W 938.77', N85D46' E 2017.13', N3D49' W 990', N 98.500 ACRES

Please inform treasurer of address changes.

ASSESSED VALUE LAND	ASSESSED VALUE IMPROVEMENTS	TOTAL ASSESSED VALUE	AVERAGE ASMT RATIO	NET ASSESSED VALUE RATE	NET PROPERTY TAX
126,700	0	126,700	0.964490125	0.01525095 <small>(Does NOT reflect credits)</small>	1932.29
ESTIMATED FAIR MARKET VALUE LAND	ESTIMATED FAIR MARKET VALUE IMPROVEMENTS	TOTAL ESTIMATED FAIR MARKET VALUE	<input type="checkbox"/> A star in this box means imp and prior year taxes.	School taxes also reduced by school levy tax credit.	
238,000	See Reverse, Use Value Assessment	238,000		225.35	
TAXING JURISDICTION	2023 EST. STATE AIDS ALLOCATED TAX DIST.	2024 EST. STATE AIDS ALLOCATED TAX DIST.	2023 NET TAX	2024 NET TAX	% TAX CHANGE
WALWORTH COUNTY	134,946	141,060	335.79	302.21	-10.0%
City of Whitewater	3,947,735	4,015,710	848.48	832.55	-1.9%
Whitewater Unified School Dist	6,257,235	6,449,393	797.64	723.85	-9.3%
Gateway Technical	532,685	561,444	79.35	73.68	-7.1%
<b>TOTAL</b>	<b>10,872,601</b>	<b>11,167,607</b>	<b>2,061.26</b>	<b>1,932.29</b>	<b>-6.3%</b>
					<b>TOTAL DUE: \$1,932.29</b>

Item 1.

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# School District Reality...

- TIF detractors often cite reduced revenues for schools as reason to oppose
- Based on school funding formulas, TIF is generally revenue neutral for most districts



# More Reality...

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**School districts  
operate under  
revenue limits, with  
revenue coming  
from a combination  
of property taxes &  
state aid**

- Whether or not there are TIDs within a school district does not impact total revenue, just the origin
- Where TIDs are present, Districts receive more in aid payments, less in property tax
- When a TID closes, state aid payments decrease & revenue from property taxes increases, leaving same amount of total revenue
- Schools can also benefit from distribution of excess increment upon termination of a TID

Item 1.

# TID Creation/Amendment Procedure

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- Initial Joint Review Board (JRB) meeting
- Public hearing before Plan Commission or CDA
- Governing body approval (official “Creation Date”)
- Final JRB approval
- State approval (procedural & legal review)





# Amendments

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## Boundary

- May add, subtract property
- Must remain contiguous, can encircle non-district parcel
- Must follow 12% test to add property
- 4 amendment maximum during life of district

## Plan

- Used to amend list of proposed projects
- Revenue sharing
- No limit to number allowed

...same procedure as TID Creation

# Whitewater TID's

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- All Whitewater TID's contain same language about project plan amendments as requested by JRB:

*All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). **Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended unless Total Project Costs exceed the estimates plus an annual 2% increase plus a 25% contingency.** This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.*

Item 1.

# What does this language mean?

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1. This language allows the City flexibility within project line items and estimated costs. A reallocation between line items itself does not require a project plan amendment. It gives the City flexibility to react to different priorities over the life of the district (20 or 27 years).
2. The JRB requested specific language in the project plans that described when a project plan amendment was necessary. The **total project costs** cannot exceed the estimate plus an annual 2% increase plus a 25% contingency.

# Total Project Costs for TID #11

Tax Increment District No. 11					
Estimated Project List					
Project ID	Project Name/Type	Project year	1/2 mile or utilities outside boundary	TID Amount	Non TID Amount
1	Water Main Looping	2022	No	90,000	
2	Water Tower	2022	Utilities extension	215,250	1,730,000
3	Bluff Road improvements -Elkhorn to Main	2026	No	105,000	
4	Property Acquisition	2029	No	250,000	
5	Sanitary Sewer and Watermain Extension	2030	No	900,000	
6	Multi Use Trail Expansion	2033	No	650,000	
7	Sewer/Water/Street Infrastructure	2035	No	1,500,000	
8	Bluff Road improvements -Main to Howard	2035	1/2 Mile	230,000	
9	Sewer/Water/Street Infrastructure	2037	No	1,500,000	
10	E. Main S, Improvements -Bluff around the bend	2037	No	45,000	
11	Developer incentives	TBD as needed	No	1,883,325	
12	CDA Contribution	Throughout District	No	730,000	
13	Administrative Costs	Throughout District	No	62,500	
Total Projects				<u>8,161,075</u>	<u>1,730,000</u>

# Total Project Costs for TID #14

Tax Increment District No. 14						
Estimated Project List						
Project ID	Project Name/Type	Project year	1/2 mile or utilities outside boundary	TID Amount	Non TID Amount	
1	Water Tower	2022	Utility Extension	648,750	1,730,000	
2	Vanderlip Lift Station	2022	No	1,400,000	1,400,000	
3	Riesch Road Sanitary/Water/Street/Storm	2022	No	270,000		
4	Land Acquisition	2022	No	400,000		
5	Riesch Rd Extension-Street/Sanitary/Water/Storm	2023	No	500,000		
6	Pearson Lane improvements	2024	No	80,000		
7	Meadowview improvements	2026	No	110,000		
8	Water Main Looping Pearson to Main	2029	No	450,000		
9	Black River Ct Looping Water Main	2031	No	175,000		
10	Sewer/Water/Street Infrastructure	2032	No	1,750,000		
11	Indian Mound Pkwy improvements-Main to Meadowview	2033	No	65,000		
12	Sewer/Water/Street Infrastructure	2036	No	480,000		
13	Developer incentives	TBD as Needed	No	2,038,875		
14	CDA Contributions	Throughout District	No	415,000		
15	Administrative Costs	Throughout District	No	52,500		
Total Projects				8,835,125	3,130,000	

# JRB Role After TID Creation

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1. Meets annually to review performance status of each TID.

2. TIF statutes require copy of City approved developer agreements be provided to JRB.

3. JRB approval of developer agreements not required.

Item 1.



# Important Disclosures

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Ehlers is the joint marketing name of the following affiliated businesses (collectively, the “Affiliates”): Ehlers & Associates, Inc. (“EA”), a municipal advisor registered with the Municipal Securities Rulemaking Board (“MSRB”) and the Securities and Exchange Commission (“SEC”); Ehlers Investment Partners, LLC (“EIP”), an SEC registered investment adviser; and Bond Trust Services Corporation (“BTS”), a holder of a limited banking charter issued by the State of Minnesota.

Where an activity requires registration as a municipal advisor pursuant to Section 15B of the Exchange Act of 1934 (Financial Management Planning and Debt Issuance & Management), such activity is or will be performed by EA; where an activity requires registration as an investment adviser pursuant to the Investment Advisers Act of 1940 (Investments and Treasury Management), such activity is or will be performed by EIP; and where an activity requires licensing as a bank pursuant to applicable state law (paying agent services shown under Debt Issuance & Management), such activity is or will be performed by BTS. Activities not requiring registration may be performed by any Affiliate.

This communication does not constitute an offer or solicitation for the purchase or sale of any investment (including without limitation, any municipal financial product, municipal security, or other security) or agreement with respect to any investment strategy or program. This communication is offered without charge to clients, friends, and prospective clients of the Affiliates as a source of general information about the services Ehlers provides. This communication is neither advice nor a recommendation by any Affiliate to any person with respect to any municipal financial product, municipal security, or other security, as such terms are defined pursuant to Section 15B of the Exchange Act of 1934 and rules of the MSRB. This communication does not constitute investment advice by any Affiliate that purports to meet the objectives or needs of any person pursuant to the Investment Advisers Act of 1940 or applicable state law.





# Public Works Committee Meeting

Cravath Lakefront Room, 2nd floor  
312 W. Whitewater St.  
Whitewater, WI 53190  
\*In Person and Virtual

**Tuesday, February 11, 2025 - 5:00 PM**

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## AGENDA

### CALL TO ORDER

The Public Works Committee meeting was called to order by Board President Hicks at 5:00 p.m.

### ROLL CALL

Present:

Board Member Majkrzak  
Board Member Smith  
Board Member Hicks

### APPROVAL OF AGENDA

Motion made by Board Member Majkrzak, Seconded by Council Board Member Smith to approve the agenda for Tuesday, February 11, 2025.

Voting Yea: all via voice (3)

Voting Nay: None

### APPROVAL OF MINUTES

#### 1. Approval of minutes from January 14, 2025

Motion made by Board Member Majkrzak, Seconded by Council Board Member Smith to approve the minutes from January 14, 2025.

Voting Yea: all via voice (3)

Voting Nay: None

### HEARING OF CITIZEN COMMENTS

None

### NEW BUSINESS

#### 2. Discussion and Possible Action regarding the award of Contract 8-2024, Well No 7 Modifications and Starin Park Reservoir Demolition.

Marquardt stated with the new Southwest Water Tower in operation, the 125+ year old ground reservoir can be taken out of service. This project will demolish and remove the reservoir. The project will also reroute piping and update electrical components so Well No 7 pumps directly into the distribution system. Booster pumps, which no longer will be needed, will be removed. Strand Associates prepared bidding documents with the project advertised on January 9, and January 16, 2025.

Three bids were received and opened on February 5, 2025.

Mid City Corporation	\$1,068,000.00
RR Walton	\$1,449,250.00
Veit & Company	\$1,490,000.00

The Task Order for the design was approved in June 2024. The Project was also approved as part of the 2024-2025 CIP budget, and 2025 updated CIP budget. \$1,275,000 was budgeted for this project. The low bid by Mid City Corporation, Butler, WI is within the budget.

Prequalification statements were received, and approved for all three bidders.

Staff recommended a motion to approve Contract 8-2024, Well No. 7 Modifications and Starin Park Reservoir Demolition to the low bid from Mid City Corporation and forward to Council.

Motion made by Board Member Hicks to award Contract 8-2024, Well No 7 Modifications and Starin Park Reservoir Demolition to Mid City Corporation, Seconded by Board Member Majkrzak.

Voting Yea: Board Member Hicks, Board Member Smith, Board Member Majkrzak

Voting Nay: None

**3. Discussion and Possible Action regarding Strand Task Order 25-01, Construction related services for Well No 7 Modifications and Starin Park Reservoir Demolition.**

Marquardt stated the City is scheduled to remove the ground reservoir from service and demolish it in 2025. As part of this work, Well No 7 has to have piping and electrical changes in order to pump directly into the distribution system instead of into the reservoir. Strand's Task Order will provide construction related services including:

The Public Works Committee and Common Council approved the design of the project in June 2024. The project was approved as part of the 2024-2025 CIP budget and is included in the updated 2025 CIP budget.

The estimated cost to provide the stated construction related services, based on an hourly rate plus expenses, is \$75,000. The low bid for construction was \$1,068,000. \$1,275,000 was budgeted in the CIP for this project.

Staff recommended a motion to approve Strand Task Order 25-01 for construction related services regarding Well No 7 modifications and the Starin Park reservoir demolition and forward to Council.

Motion made by Board Member Majkrzak to approve Strand Task Order 25-01, Construction related services for Well No 7 Modifications and Starin Park Reservoir Demolition, Seconded by Hicks.

Voting Yea: Board Member Smith, Board Member Majkrzak, Board Member Hicks

Voting Nay: None

**4. Discussion and Possible Action regarding a lease agreement with BTS Towers for an AT&T communication tower placed on Lot 2T off of Greenway Court.**

City staff has been working with a consultant for BTS Towers to help find a location for BTS Towers to install a telecommunication tower for AT&T. They were originally looking at Lot 10B off of East Main Court, in the Business Park. However, with the potential sale of that property, staff did not want to enter into an agreement to muddy the sale of said property. Looking at other possibilities, the northwest corner of Lot 2T off of Greenway Court in the Business Park seems to be a good fit. The 100' X 100' easement area would be located in an area most likely not to be developed. Access could come from Howard Road along the north property line, which also should not interfere with development of the property.

The one caveat is that Lot 2T is zoned as Technology Park. Current City regulations do not allow telecommunication facilities in the Technology Park zoning. However, this is contrary to state statute 66.0404, which allows for telecommunication facilities in all types of zoning districts. The City's zoning code would need to be updated to allow telecommunication facilities as a Conditional Use Permit (CUP) in the Technology Park zoning.

Attached is the Option and Lease Agreement which has been reviewed by staff and the City Attorney with edits highlighted.

At the November 2024 Public Works meeting, the Public Works Committee did approve the site location on Lot 10B off of East Main Court.

BTS Towers would pay \$2,000 for an Option Period of 2 years. If the Option is executed, rent in the amount \$800 per month (\$9,600/year) would be made for the initial Term (Term being 5 years). The rent payment would escalate at 15% respectively for the next 9 Terms.

Hicks would like to see the rent at a minimum of \$1,000/month and a surety bond of \$10,000. It will cost the City money to clear the land if BTS doesn't exist in the future.

Majkrzak stated it sounds like the City would have to allow this tower based on State Statute. Majkrzak referenced the Option and Lease Agreement:

1. Option to Lease.

(d) During the Option Period or the Term, Landlord shall not take any action to change the zoning status or land use of the Property which would diminish, impair, or adversely affect the use of the Premises by Tenant for its permitted uses hereunder. Tenant does acknowledge Landlord has the Property listed for sale and is actively marketing the Property. Should the Property be sold, this agreement is subject to termination or assignment upon sale at Landlord's discretion.

Majkrzak commented the City has had this technology board zoning area for quite a while. It's been slow and they want it better. He wonders if that would limit the City. Marquardt stated his interpretation is once they have the CUP they would be grandfathered into a different zoning change, if the zoning would change. It won't be changed to residential just because of where it's at. Marquardt stated he would speak with Municipal Code Enforcement about this topic.

Staff recommended a motion to approve the Option and Lease Agreement with BTS Towers and forward to Council, contingent upon the following:

- The Plan & Architectural Review Commission changes the zoning code to allow a CUP for telecommunication facilities in the Technology Park zoning district
- The Plan & Architectural Review Commission approves such CUP for BTS Towers

Motion made by Board Member Hicks to approve the lease agreement with BTS Towers for an AT&T communication tower placed on Lot 2T off Greenway Court with the change of rent starting at \$1,000 for the first term, per month, and a surety bond of at \$10,000 for removal, Seconded by Board Member Smith.

Voting Yea: Board Member Majkrzak, Board Member Hicks, Board Member Smith

Voting Nay: None

5. **Discussion and Possible Action regarding Strand Task Order 25-03, Wastewater Treatment Plant Capacity Study.**

Marquardt stated staff routinely receives information requests from potential developments asking for capacity at the Wastewater Treatment Plant (WWTP). Most recently, staff has had face to face discussions with a potential developer whose productions would cause additional "industrial" loadings to the system. The WWTP can handle the volume of the wastewater, but the effects of the additional "industrial" loadings is what needs to be evaluated. The additional "industrial" loadings could impact our DNR Permit limits for the amount of Biological Oxygen Demand (BOD) loadings the plant receives.

The estimated cost to provide the study, based on an hourly rate plus expenses, is \$15,000. This study was not specifically budgeted for in 2025. Funds in 620-62820-219, Professional Services, would be used for this study.

While this study is specific to this potential developer in its "industrial" loadings, it will give staff a better understanding of our available capacity for other similar developments in the future if this development does not happen. Staff recommends a motion to approve Strand Task Order 25-03 for the WWTP Capacity Study and forward to Council.

The Study will review:

- The WWTP's current capacity
- The potential impacts on the current WWTP processes and draft an agreement between WWTP and a potential developer related to sewer discharges
- Compare potential revenue against additional operating expenses
- Review WWTP modifications that would provide additional capacity

Hicks asked if this would be an all-encompassing general study to use in the future. Marquardt stated, yes.

Majkrzak asked who the biggest offenders are with BOD within the City. Are we measuring BOD from our current industrial customers? This will eventually affect the tax base. Should the customers contributing to the BOD have a helping hand in paying those additional costs? Marquardt stated in our ordinance there are sewer use charges. Those customers with a higher load do pay extra. Majkrzak asked if the ordinance should be looked at again. Marquardt said it was probably not appropriate to include in this, but we should be able to get a list of this industrial industries who are being charged extra. Marquardt will have Wastewater Superintendent take a look at those industries.

Motion made by Board Member Majkrzak to approve Strand Task Order 25-03, Wastewater Treatment Plant Capacity Study, Seconded by Board Member Hicks.

Voting Yea: Board Member Hicks, Board Member Smith, Board Member Majkrzak

Yoting Nay: None

6. **Discussion and Possible Action regarding Strand Task Order 25-04, Wastewater Treatment Plant Return Activated Sludge Pump Addition.**

Marquardt stated the three existing Return Activated Sludge (RAS) pumps are experiencing high temperatures and an inadequate return rate of the activated sludge back to the aeration basin. After investigating this issue, the recommendation was to install a fourth RAS pump to help with the process.

Strand's Task Order will:

- Prepare hydraulic calculations for the addition of the fourth pump

- Develop plan sheets for the installation of the fourth pump
- Develop a plan for incorporating the fourth pump in to the supervisory control and data acquisition (SCADA) system
- Prepare bidding documents, specifications, and opinion of construction cost
- The design of the 4th RAS pump addition was included in the 2024-2025 CIP budget and the updated 2025 CIP budget

The estimated cost to complete the design for the fourth RAS pump based an hourly rate basis plus expenses is \$36,000. \$55,000 was budgeted in the CIP.

Staff recommended a motion to approve Strand Task Order 25-04, WWTP Return Activated Sludge (RAS) Pump Addition, with the compensation changed from lump sum to an hourly rate basis plus expenses.

Majkrzak would like an update on the pump efficiencies at the next meeting.

Motion made by Board Member Majkrzak to approve Strand Task Order 25-04, Wastewater Treatment Plant Return Activated Sludge (RAS) Pump Addition, Seconded by Hicks.

Voting Yea: Board Member Smith, Board Member Majkrzak, Board Member Hicks

Voting Nay: None

**7. Discussion and Possible Action regarding pedestrian safety crossing W. Main Street.**

Marquardt stated this item was requested at a previous Public Works Committee meeting to be placed on a future agenda for discussion.

Hick's stated he asked about getting a cost of moving the flashing light crossing set up (at Mulberry Glen) to the west between Walmart and the Aldi parking lot. Marquardt stated he was going to see what kind of comments he received and review in May/June. At this point, he has not received any comments. Hick's thinks now it might be best where it's at. Marquardt stated if you start moving the crossing light further to the west, you start incorporating additional driveways and more conflicts with turning movements.

Hick's does have a concern with the intersections at Tratt and Prince. However, it may depend on what happens with the referendum in April. If the referendum passes and the WUSD and the City can work out the additional SRO, that would help with a crossing guard at Main Street. That would help parents who do not want to send their kids to cross Main Street by themselves. If it doesn't pass, he doesn't know what the next step would be to make Main Street safer for kids to cross.

Smith was looking for a brainstorming session because the subject has been brought up a lot. Can there be something done proactively on the City's part? There have been concerns about Starin Road with professors having offices facing Main Street. They hear semi brakes because people are trying to cross the road. At this point, Smith wondered what the next steps should be. Just talking about it, is a good start. Marquardt stated he would need more information regarding the semi brakes, since there is only one other street that doesn't have some sort of signal. That means people are crossing at an intersection where they should not be crossing.

Majkrzak stated he struggles with this topic. There isn't one solution that is going to fix all of it. In previous discussions about this, it was mentioned to increase the enforcement regarding Jay walking. He has seen in other communities the up and over. He doesn't think that's the magic bullet either. They are incredibly expensive and it forces people to cross at place they may or may not cross

at. More stoplights are not the answer either. Marquardt commented on the Jay walking and that it has to be consistent. If you are going to do it in one area, it must be done everywhere.

Marjkrzak asked if changing the speed limit to 15 mph would help. Marquardt stated that becomes an enforcement issue then. Hicks would be in favor of trying this for a couple of weeks. Marquardt doesn't think by lowering the limit to 15 that drivers would follow it based on what type of street it is. A four-lane road is designed to move traffic.

Hicks stated there are four sets of traffic lights between Tratt Street and Prairie Street. If this continues to be a problem, could Strand do a study to see how to adjust the lights to more red lights or longer red lights; therefore, slowing down traffic on Main Street. Marquardt stated when it's the busiest times, you could be stopped on red at every light because of the traffic coming up on the side streets.

Committee members would be interested in bringing this discussion back in May or June. Marquardt stated he will bring it back in May 2025.

#### **FUTURE AGENDA ITEMS**

8. Adding turns on southbound Prairie Street at W. Main Street – March 2025

There were no other future agenda items to be added at that time.

#### **ADJOURNMENT**

Motion made by Board Member Majkrzak to adjourn the Public Works Meeting at 5:45 p.m., Seconded by Board Member Smith.

Voting Yea: all via voice (3)

Voting Nay: None

Respectfully submitted,

*Alison Stoll*

Alison Stoll, Administrative Assistant  
Department of Public Works

\*Minutes approved on: March 11, 2025



## Council Agenda Item

Meeting Date:	March 11, 2025
Agenda Item:	Wastewater Utility Building 600 Roof Replacement
Staff Contact (name, email, phone):	Ben Mielke, <a href="mailto:bmielke@whitewater-wi.gov">bmielke@whitewater-wi.gov</a> , 262-458-2811

### BACKGROUND

Over the past several years the Wastewater Utility has been replacing old roofs on buildings that were not addressed during the major plant upgrade. Building 600 roof is due for replacement and has numerous roof penetrations for equipment that is no longer used. In addition to the installation of the new roof, all unnecessary roof penetrations will be roofed over to minimize needless roof penetrations. Wastewater staff will aid in removal and isolation of any equipment that is due to be removed to reduce costs. Two quotes were received by reputable roofing contractors who have previously performed work at the WWTP.

F.J.A. Christiansen Roofing Co. Inc. quoted roof the replacement at \$112,000.00

Pioneer Roofing quoted the roof replacement at \$99,997.00 (which includes a new roof hatch and additional 2" of insulation).

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

The Public Works Committee recommended approval at their March 11, 2025 meeting.

### FINANCIAL IMPACT

This roof replacement was budgeted for as apart of the 2025 annual budget in the amount of \$105,000.

### STAFF RECOMMENDATION

As this is considered a maintenance project, public bidding is not required, but due to the dollar amount, council approval is needed. Staff recommends a motion to approve Pioneer Roofing for the roof replacement of Building 600.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Pioneer Roofing Quote
2. F.J.A Christiansen Roofing Co. Inc Quote



151 Maple Street P.O. Box 277 - Johnson Creek, WI 53038-0277

PHONE (920) 699-2731

FAX (920) 699-2733

February 27, 2025

City of Whitewater  
312 W. Whitewater St  
Whitewater, WI 53190  
Attn: Ben Mielke

**RE: Wastewater Treatment Facility – Filtration Building- Approximately – 5,300 square feet**

Dear Mr. Ben Mielke:

Thank you for giving us the opportunity to present you with our quotation for the roofing work for the above-referenced project, to be completed according to the following conditions and specifications.

- 1) Remove existing roofing, sheet metal, old pipe vents, and lightning protection system.
- 2) Mechanically fasten one layer of 2.0” polyisocyanurate insulation.
- 3) Fully-adhere 60 mil EPDM roof membrane.
- 4) Install new drip edge metal to replace the existing drip edge.
- 5) Install new aluminum lightning protection system.
- 6) Provide a twenty-year warranty.

**PRICE FOR THE PROPOSED WORK: Eighty-Three Thousand Nine Hundred Ninety-Seven Dollars (\$83,997.00)**

**Add an additional layer of 2.0” polyisocyanurate insulation. Add: Thirteen Thousand (\$13,000.00)**

**Add: Remove existing roof hatch and install new Add: Three Thousand (\$3,000.00)**

**Add: UL inspection and Certification Add: Three Thousand Dollars (\$3,000.00)**

**Exclusions: The supply and installation of surge protectors, repair or upgrade of mechanical units or below grade grounding.**





151 Maple Street P.O. Box 277 - Johnson Creek, WI 53038-0277

PHONE (920) 699-2731

FAX (920) 699-2733

February 27, 2025  
City of Whitewater  
312 W. Whitewater St  
Whitewater, WI 53190  
Attn: Ben Mielke

This proposal is good for sixty days. Sales tax is excluded.

Snow and ice removal are excluded.

Pioneer to pay for and provide, dumpsters, and port-o-lets necessary on the project.

We are completely covered by public liability, property damage, and workmen's compensation insurance while working on this project.

All work on this project will be done in a neat and thorough manner by experienced roofing and sheet metal mechanics.

We appreciate the opportunity to present this quotation and look forward to working with you on this project. If we can be of further assistance to you, please feel free to contact us.

Sincerely,

PIONEER ROOFING

Doug Lamers



February 20, 2025

Whitewater water treatment  
107 Cty Hwy U  
Whitewater, WI 53190

Re: Budgetary re-roof proposal / Building 600

F.J.A. Christiansen Roofing CO., Inc. is pleased to provide the following information associated with the project listed above. We have inspected the roof per your recent request.

## **Work Scope**

- Set up project to OSHA approved standards for roofing work.
- Remove and dispose of existing membrane, insulation and related sheet metal.
- Inspect roof decking. Any deteriorated decking will be reported to owner and replaced on a time and material basis. insulation
- Furnish and install One (1) layers of 2.5” Polyisocyanurate insulation. Insulation to be mechanically fastened to deck.
- Tapered insulation will be adhered over the 2.5” insulation boards.
- Furnish and install 60 mil EPDM roof membrane. 60 mil membrane will be used for all flashing. The flashing membrane will be installed by using approved bonding adhesive.
- Furnish and install EPDM pre-molded pipe flashings for round projections.
- At the base of the perimeter and penetrations we will install an anchoring system (RTS strip) as required by the manufacturer.
- Existing units will be lifted, properly flashed. The units and related gas line need to be disconnected prior to the arrival of the roofing crew. Disconnect and reconnect of HVAC units is not included.
- Fabricate and install 24 ga. Pre-finished galvanized Fascia with a continuous cleat to be installed at existing locations.
- Furnish and install a new roof access hatch.
- Furnish crane time to move our materials to and from the roof area.

*Dependable Service since 1879*

2101 W. Purdue Street Milwaukee, Wisconsin 53209-0350 | T: 414.445.4141 F: 414.449.4748 | [christiansenroofing.com](http://christiansenroofing.com)

**Exclusions:**

- Plumbing
- Electrical
- Permitting, if needed
- Disconnects of HVAC units
- Deteriorated light weight concrete or decking

We will perform as outlined for the sum of: **\$112,000.00**

F.J.A. Christiansen Roofing Co., Inc. will warranty our work for two (2) years and will receive a fifteen (15) year manufactures warranty from the date of completion in accordance with the terms and conditions of our standard warranty.

We appreciate the opportunity to provide this information and are looking forward to being of service to you on this project. Please do not hesitate to contact me if you have any questions or require additional information.

We will schedule this work upon confirmation and your request.

Sincerely,



Todd Samuel  
Project Manager  
414-788-2562  
FJA Christiansen Roofing Co., Inc.

*Dependable Service since 1879*



# Council Agenda Item

Meeting Date:	March 11, 2025
Agenda Item:	Amendment 1 to Task Order 24-10
Staff Contact (name, email, phone):	Brad Marquardt, <a href="mailto:bmarguardt@whitewater-wi.gov">bmarguardt@whitewater-wi.gov</a> , 262-473-0139

## BACKGROUND

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

Task Order 24-10 pertained to surveying and producing a topographic survey of the Starin Park Underground Detention Pond. The Task Order was intended to be amended upon learning the City’s ranking in the Clean Water Fund (CWF) which were anticipated to be released in January. The DNR has still not released the rankings, however the facilities update plan still must be submitted by March 31 in order to apply for the funding. The DNR is encouraging communities who are interested in applying to still submit the facilities plan by March 31.

To keep this project moving along with the intention of submitting an application by September 30, 2025, Strand has submitted the Amendment. Amendment No. 1 includes submitting the facilities update plan, hydraulic modeling, preparing design plans and specifications, preparing bidding documents, assisting with Clean Water Funding financing requirements and other related project requirements.

## PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

Task Order 24-10 was approved by the Public Works Committee and Council in November 2024. The Public Works Committee recommended approval of the Amendment at their March 11, 2025 meeting.

## FINANCIAL IMPACT

(If none, state N/A)

The original Task Order had an estimated cost of \$17,400. The Amendment increases the compensation to \$149,500. \$200,000 was included in the 2025 CIP budget. The estimated cost of the underground detention basin is around \$3.6 million.

## STAFF RECOMMENDATION

Staff recommends a motion to approve Amendment No. 1 to Task Order 24-10.

## ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Amendment No. 1 to TO 24-10



Amendment No. 1 to Task Order No. 24-10  
City of Whitewater, Wisconsin (OWNER)  
and Strand Associates, Inc.® (ENGINEER)  
Pursuant to Agreement for Technical Services dated December 30, 2020

This is Amendment No. 1 to the referenced Task Order.

Services Name: Starin Road Underground Wet Detention Basin

Under Services Description, DELETE the first sentence and replace with the following:

“Provide topographic survey, design services and bidding-related services for the Starin Road underground wet detention basin.”

Under **Scope of Services**, ADD

“Design Services

1. Attend one virtual kickoff meeting with OWNER to discuss the WDNR grant, proposed scope of services, and proposed project schedule.
2. Assist OWNER with procurement of geotechnical engineering services to be performed by others.
3. Communicate with OWNER-hired geotechnical company and incorporate recommendations into drawings and technical specifications, as appropriate.
4. Provide hydrologic and hydraulic modeling for up to a 100-year storm event of the underground wet detention basin to review operational dynamics of the underground wet detention pond and its outlet.
5. Provide stormwater quality modeling to estimate pollutant removal reduction of the underground wet detention basin.
6. Provide the following design drawings.
  - a. Title sheet.
  - b. Existing survey and control sheet.
  - c. Access and erosion control sheet.
  - d. Traffic control sheet.
  - e. Detail sheets.
  - f. Grading sheet.
  - g. Plan and profile sheet for stormwater-related improvements with associated rebuilding of path, parking lot, and access drive.

JHL:mds\R:\MAD\Documents\Agreements\W\Whitewater, City of (WI)\ATS 2020\TO\2024\Amd1\407.145.24-10.1.docx

# OWNER REVIEW

Strand Associates, Inc.®

City of Whitewater, Wisconsin  
Amendment No. 1 to Task Order No. 24-10  
Page 2  
November 7, 2024

## DRAFT

- h. Cross section sheet for the underground wet detention basin.
  - i. Restoration sheet.
7. Submit preliminary design drawings to private utility companies. Communicate with private utility companies regarding work plans for conflicts with the OWNER's project identified by the private utilities. Design changes caused by conflict resolution shall be considered additional services.
8. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings. Submit preliminary Bidding Documents to OWNER in portable document format file for review.
9. Prepare one preliminary and one final opinion of probable construction cost for the project and submit to OWNER.
10. Attend a virtual progress meeting with the OWNER to discuss preliminary Bidding Documents.
11. Modify preliminary Bidding Documents to address comments from OWNER, as appropriate.
12. Prepare an operation and maintenance plan for the underground wet detention basin.
13. Prepare and submit a grant technical submittal to WDNR consisting of final technical specifications and engineering drawings, water quality modeling results, and an operation and maintenance plan for the underground wet detention basin.
14. Communicate with regulatory agencies to discuss project status and permitting.
15. Prepare and submit an endangered resources review request to the WDNR.
16. Prepare and submit a Water Resources Application for Project Permit seeking construction site stormwater permit coverage from the WDNR for the project.
17. Provide up to 40 hours of assistance with Clean Water Fund financing through the WDNR.

### Bidding-Related Services

1. Distribute Bidding Documents electronically through QuestCDN, available at [www.strand.com](http://www.strand.com) and [www.questcdn.com](http://www.questcdn.com). Submit Advertisement to Bid to OWNER for publishing.
2. Prepare addenda and answer questions during bidding.
3. Attend virtual bid opening, tabulate and analyze bid results, assist OWNER in the award of the Construction Contract, and prepare Contract Documents for electronic signature via DocuSign.™

# OWNER REVIEW

City of Whitewater, Wisconsin  
Amendment No. 1 to Task Order No. 24-10  
Page 3  
November 7, 2024

# DRAFT

After **Scope of Services**, ADD the following:

### “Services Elements Not Included

In addition to those listed in the associated Agreement for Technical Services, the following service elements are not included in this Task Order and, if required, may be provided through an amendment to this Task Order or under a separate task order with OWNER.

1. Construction-Related Services: Construction-related services for the project.
2. Wetland-Related Permitting, if Required by Regulatory Agencies: It is anticipated that wetland permitting is not required because the WDNR’s Surface Water Data Viewer shows no wetlands or wetland indicator soils at the project location.”

Under **Compensation**, CHANGE \$17,400 to “\$149,500.”

Under **Schedule**, CHANGE April 14, 2025, to “June 30, 2026.”

After **Schedule**, ADD the following:

### “OWNER Responsibilities

In addition to those items listed in the associated Agreement for Technical Services, OWNER shall be responsible for the following:

Coordinate WDNR Urban Nonpoint Source and Stormwater grant administration, including reimbursement requests.”

### TASK ORDER AMENDMENT AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

CITY OF WHITEWATER, WISCONSIN

# DRAFT

# DRAFT

\_\_\_\_\_  
Joseph M. Bunker  
Corporate Secretary  
Date

\_\_\_\_\_  
John Weidl  
City Manager  
Date

NOT FOR  
SIGNATURE

MEMORANDUM

To: Common Council

From: John Weidl, City Manager

Date: March 5<sup>th</sup>, 2025

Re: Recommendation for Kelsey Price- Community Development Authority

I am pleased to recommend Kelsey Price for a position on the Community Development Authority. Kelsey has lived and worked in Whitewater for over 30 years and has a deep understanding of the community's needs and potential for growth.

As a current member of the Ethics Committee, she has demonstrated her commitment to responsible governance and community well-being. Kelsey is passionate about fostering balanced development, advocating for growth that includes both single-family homes and student housing to support the diverse needs of Whitewater residents.

Her experience, dedication, and vision for sustainable community growth make her an excellent candidate for the Community Development Authority.

Best, - JSW



John S. Weidl  
City Manager, City of Whitewater



**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Patrick Singer](#); [City Manager](#); [City Clerk Staff](#)  
**Subject:** Online Form Submission #1220 for Citizen Service Information Form  
**Date:** Friday, January 24, 2025 8:59:08 AM

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

## Citizen Service Information Form

This form is used to apply to City of Whitewater Boards, Committees or Commissions.

Date 1/24/2025

### Applicant Information

First Name Kelsey

Last Name Price

Home Address 906 E Main St

City Whitewater

State WI

Zip Code 53190

Home Phone Number XXXXXXXXXXX

Cell Number XXXXXXXXXXX

Email Address kelseyj.price08@gmail.com

### Boards/Committees/Commissions of Interest

Select all Boards, Committees & Commissions you are applying for by checking each box: Community Development Authority

Give a brief overview of your background, experience, interest, or concerns pertaining to the selected board(s), committee(s) or

I have been a member of Whitewater for 30+ years both in homes and rentals. I've also had experience with some remedy through family. My main goal would to continue to see positive growth within town that helps the community.

commission(s).

---

Optional: Upload  
supportive documents  
(resume,  
recommendation letter,  
etc.)

*Field not completed.*

---

Indicate whether you  
are available during the  
day or the early  
evening for a short  
interview with the City  
Manager & Common  
Council President.

Mornings and early evening on Tuesdays and Thursdays.

---

Business/Employer Information

---

Business/Employer  
Name

Rick's Eastside Pub & Grill

---

Business/Employer  
Address

*Field not completed.*

---

City

*Field not completed.*

---

State

*Field not completed.*

---

Zip Code

*Field not completed.*

---

Business/Employer  
Phone Number

*Field not completed.*

---

Reference #1 Full  
Name

Brian Schanen

---

Reference #1 Address  
& Phone Number

262-689-2335

---

Reference #2 Full  
Name

Therese Kennedy

---

Reference #2 Address  
& Phone Number

262-325-1453

---

Regular Board, Committee and Commission members are expected to attend at least three-quarters of the meetings each year. Alternate members are always welcome to attend all meetings, but are not required to attend meetings unless requested.

---

Email not displaying correctly? [View it in your browser.](#)

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Patrick Singer](#); [City Manager](#); [City Clerk Staff](#)  
**Subject:** Online Form Submittal: Citizen Service Information Form  
**Date:** Sunday, December 22, 2024 10:00:53 PM

---

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## Citizen Service Information Form

This form is used to apply to City of Whitewater Boards, Committees or Commissions.

---

Date 12/22/2024

---

### Applicant Information

---

First Name Earle

---

Last Name Young

---

Home Address 1302 W Walworth Ave.

---

City Whitewater

---

State WISCONSIN

---

Zip Code 53190

---

Home Phone Number 6082200348

---

Cell Number 6082200348

---

Email Address earle.young@tds.net

---

### Boards/Committees/Commissions of Interest

---

Select all Boards, Committees & Commissions you are applying for by checking each box:

---

Give a brief overview of your background, experience, interest, or concerns pertaining to the selected board(s), committee(s) or

I have been a passionate bicyclist for more than 50 years, both for transportation and recreation. I have worked in the bicycle business in several cities with commitment to alternative transportation. In addition, I have lived without a car for years at a time, so am quite familiar with the benefits and challenges of walking or riding everywhere, day or night.

commission(s).

---

Optional: Upload supportive documents (resume, recommendation letter, etc.)

*Field not completed.*

---

Indicate whether you are available during the day or the early evening for a short interview with the City Manager & Common Council President.

Available day or early evening almost any time, although in January, I may have to attend interviews online.

---

Business/Employer Information

---

Business/Employer Name

Retired

---

Business/Employer Address

*Field not completed.*

---

City

*Field not completed.*

---

State

*Field not completed.*

---

Zip Code

*Field not completed.*

---

Business/Employer Phone Number

*Field not completed.*

---

Reference #1 Full Name

Brienne Diebolt-Brown

---

Reference #1 Address & Phone Number

156 N. Fremont St., Whitewater 512-297-8928

---

Reference #2 Full Name

Marjorie Stoneman

---

Reference #2 Address & Phone Number

393 Eagle Court, Whitewater 414-861-4126

---

Regular Board, Committee and Commission members are expected to attend at least three-quarters of the meetings each year. Alternate members are always welcome to attend all meetings, but are not required to attend meetings unless requested.

---

Email not displaying correctly? [View it in your browser.](#)

MEMORANDUM

To: Common Council

From: John Weidl, City Manager

Date: March 5, 2025

Re: Recommendation for Earle Young- Pedestrian & Bicycle Advisory Committee

I am pleased to recommend Earle Young for appointment to the Pedestrian & Bicycle Advisory Committee. Earle is passionate about enhancing the city's cycling infrastructure and wants to work on Whitewater as a destination for cycling.

I strongly support his appointment and believe he will be a valuable asset to the committee.

Best, - JSW



John S. Weidl  
City Manager, City of Whitewater

MEMORANDUM

To: Common Council

From: John Weidl, City Manager

Date: March 5, 2025

Re: Recommendation for Jordan Reilly- Landmark's Commission

I am pleased to recommend Jordan Reilly for a position on the Landmark's Commission. Jordan has a strong interest in preserving and promoting our community's historical landmarks, with a particular passion for cemeteries and their historical significance.

Jordan envisions raising his family here and is dedicated to sharing the rich history of our town, including the significance of the water tower and other landmarks. I recommend Jordan Reilly for the Landmarks Commission. His dedication and enthusiasm would be an asset to our historic preservation efforts.

Best, - JSW



John S. Weidl  
City Manager, City of Whitewater



**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Patrick Singer](#); [City Manager](#); [City Clerk Staff](#)  
**Subject:** Online Form Submission #1222 for Citizen Service Information Form  
**Date:** Saturday, January 25, 2025 8:05:57 PM

---

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## Citizen Service Information Form

This form is used to apply to City of Whitewater Boards, Committees or Commissions.

---

Date 1/25/2025

---

### Applicant Information

---

First Name Jordan

---

Last Name Reilly

---

Home Address 258 S Church St

---

City Whitewater

---

State WI

---

Zip Code 53190

---

Home Phone Number 9202406548

---

Cell Number 9202406548

---

Email Address [JordanReilly2018@gmail.com](mailto:JordanReilly2018@gmail.com)

---

### Boards/Committees/Commissions of Interest

---

Select all Boards, Committees & Commissions you are applying for by checking each box:

---

Give a brief overview of your background, experience, interest, or concerns pertaining to the selected board(s), committee(s) or

I graduated from UWW in 2022, and now work at East West Manufacturing in Whitewater. I have retained great interest in the community since coming here for college, having participated in the spirit tour this past year, and plan to do so going forward.

commission(s).

---

Optional: Upload  
supportive documents  
(resume,  
recommendation letter,  
etc.)

*Field not completed.*

---

Indicate whether you  
are available during the  
day or the early  
evening for a short  
interview with the City  
Manager & Common  
Council President.

Yes, I can make day or early evening interviews work. Preferably  
early evening.

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Business/Employer Information

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Business/Employer  
Name

East West Manufacturing

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Business/Employer  
Address

640 N Prospect Dr

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City

Whitewater

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State

WI

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Zip Code

53190

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Business/Employer  
Phone Number

262-458-1000

---

Reference #1 Full  
Name

Bob Herold

---

Reference #1 Address  
& Phone Number

433 Assembly Ct, Whitewater WI 53190, 262-

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Reference #2 Full  
Name

Pat Blackmer

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Reference #2 Address  
& Phone Number

445 W Center St 262-721-7621

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Regular Board, Committee and Commission members are expected to attend at  
least three-quarters of the meetings each year. Alternate members are always  
welcome to attend all meetings, but are not required to attend meetings unless  
requested.

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Email not displaying correctly? [View it in your browser.](#)





- In administration, Brad attended meetings on GIS, Council, Teams, TDS, Library, Insurance, and Act 25. He reviewed preliminary plans for the Jefferson Street and Putnam reconstruction, scheduled for 2026. He also completed CVMIC safety training on electrical and confined spaces and finalized the MS4 Report for Public Works Committee review.
- Street crews repaired a flagpole, installed an overhead banner, and managed tree inventory, removals, and brush collection. They treated icy sidewalks, applied and produced brine, cleaned catch basins, and completed street sweeping. Staff also attended safety training on electrical and confined spaces.
- The Water department staff attended safety training on electrical and confined spaces, assisted with the Well 8 media replacement, and prepared for meter changeouts starting March 10, with strong citizen response. They also delivered disconnect notices and completed locates for gas replacement on Walworth Avenue and TDS.
- In Wastewater a fire inspection was completed with no issues. Staff met with LW Allen, Cris Crane, and Tim Neubeck to discuss SCADA upgrades, which will begin soon and are expected to be completed by early April. Seasonal lift station generator maintenance was completed, including battery replacements.
- GIS department has completed street index updates were made, and maps were reprinted for conference rooms. A symbology issue in the Wastewater map was resolved, and multiple maps were created for external requests. Updates for

**Neighborhood Services maps are in progress, with several already completed.**

# POLICE DEPARTMENT



On February 24<sup>th</sup>, Detective Anthony Heilberger(Hile-ber-ger) pictured above received the Commander’s Commendation Award during briefing. This award was received for his outstanding dedication to a child sexual assault investigation he was the lead investigator for. Detective Heilberger uncovered and located over a dozen other juvenile sexual assault victims from one suspect that spanned into multiple counties and states. Detective Heilberger (Hile-ber-ger) coordinated the investigation with all the different Law Enforcement Agencies along with the subsequent arrest for the sole male suspect who is presently confined in the Walworth County Jail for these violations.

- Command Staff completed the final round of Community Service Officer Interviews and moved two candidates into the background phase. These background investigations span weeks to complete and is handled by our Detective Bureau.
- PD staff had coffee with community members at Jessica’s for the “Breakfast with the Badge” event.
- Captain Taft led a Spring Splash law enforcement planning meeting involving assisting law enforcement agencies.
- SRO Garcia, Officer Ellis(El-iss) and Officer Kozlowski (Koz-Lah-Skee) read to two

**classrooms at Lincoln Elementary for the Kiwanis Cops 'N Kids reading program. Each student was provided a free book. (pictured above)**

- **The PD was notified that it was approved to receive federally-funded human trafficking training later this spring. Once a date and time are confirmed, we'll be reaching out to surrounding agencies to offer any additional seats in the class.**



## FIRE DEPARTMENT



**For the week of Feb.20<sup>th</sup>- Feb.26<sup>th</sup>- Staff responded to 26 calls for service, making the daily average 3.71 calls for service each day. 2 calls for service required POC response. Average POC response for All Calls was 2.0 per call. Mutual Aid was requested once from Whitewater during this time.**

- **Friday, February 21<sup>st</sup>, Chief Freeman and Assistant Chief Dion attended the funeral visitation for Melvin “Sliver” Storck. Melvin honorably served the community as a firefighter for 26 years before retiring. In recognition of his service and dedication, the fire department will present Melvin’s family with a personalized memorial flag case as a tribute to his contributions.**
- **Friday, February 21<sup>st</sup>, Tower 121 responded to Lake Mills for a working structure fire. Tower 121 was staffed with 2 from the Duty Crew and 1 POC. 2 additional POCs responded to back staff the station.**
- **Monday, February 24<sup>th</sup> Chief Freeman and Chief of Staff Becky Magestro participated in delivering meals for Meals on Wheels.(pictured above)**
- **Monday, February 24<sup>th</sup> AC Dion provided referendum information during the Whitewater Unified School District School Board Meeting.**
- **Tuesday, February 25<sup>th</sup> Chief Freeman met with a vendor for Bunkroom furnishings. Bunkrooms are expected to be finished late April/early May.**

- **Wednesday, February 26<sup>th</sup> an All Call, call for service was paged for a vehicle fire in the Walmart parking lot. Captain Beckman responded from the DPW and 1 additional POC responded.**
- **It is with mixed emotions that we announce the resignation of Firefighter/Paramedic Riley Walters. Riley has accepted an offer of employment with the City of Milwaukee Fire Department—a lifelong dream of his. While we are sad to see him go, we are incredibly proud and excited for this new chapter in his career. We thank Riley for his dedication and service and wish him nothing but the best in his future endeavors!**

**For the week of Feb.27-March 5<sup>th</sup>- Staff responded to 44 calls for service, making the daily average just over 6 calls for service each day. 6 calls for service required POC response. Average POC response for All Calls was 1.0 per call (this average excludes Chief Freeman & AC Dion's response to 4 of these calls after hours). Mutual Aid was requested 1 time from Whitewater during this time.**

- **Friday, February 28<sup>th</sup> Whitewater responded to a MABAS call in Palmyra with a Tender for a Brush Fire.**
- **Wednesday, March 5<sup>th</sup> AC Dion attended a referendum Q & A at Fairhaven.**

# IRVIN L YOUNG LIBRARY



- The Library Expansion is progressing despite winter weather. Brickwork is nearly done, roofing wraps up soon, and interior work, including drywall, is underway. The addition feels surprisingly spacious! (pictured above)
- Library Director, Diane Jaroch, completed the 2024 Annual Report for the Wisconsin DPI and will now process adjacent county funding paperwork. She received a CVMIC plaque for completing the Emerging Leader Program and earned my Public Librarian Certificate, valid through 2030 with ongoing education.
- Upcoming library programs include Community Helpers Storytime on March 12 at 9:30 a.m. featuring a farmer at Cravath Lake Community Center. On March 18, Tea of the Month Club participants can pick up Tulsi (Tool-see) tea at the library. On March 26 at 1:00 p.m., Embracing Our Differences will offer stories, art activities, a collaborative mural, and watercolor painting in partnership with Be Kind Whitewater, with snacks provided.

# PARKS & RECREATION



- **Logan McCarley (Muh-KAR-Lee)** Pictured above has officially joined the WAFC Staff. Logan joined the WAFC team in November as an employee of the State of Wisconsin through Opportunities Inc., an organization based in Oconomowoc that provides independent living skills to its clients. Logan will be assisting with cleaning at the WAFC a few days a week, and we are excited to have him on board!
- The WAFC has a new logo! It was created by a small business based in Madison, WI (pictured above)
- **Community Survey- We Want Your Input!** The Whitewater Parks & Recreation Department is looking for **YOUR** feedback on Recreation, Special Events, and the Senior Center! Your responses will help shape future programs and activities in our community. The survey is anonymous, but if you'd like a chance to win: \$50 in Chamber Checks, 10-pack of WAFC day passes
- **A free hoodie.** Simply enter your name & phone number at the end!
- It takes about 15 minutes – but your input is incredibly valuable!



- Media Services recorded seven events, including the LWV Council Candidate forum and Whitewater Chamber video. Met with TDS to discuss P.E.G. channel signal handoff. Installed a new webcam in the council chambers. Created TIF informational videos and graphics for 2025 city events. Upgrading OWLs in meeting rooms before the next council meeting.
- Above is our recent YouTube numbers for the last 28 days. We had 884 views which is 44 more than usual and welcomed 7 new subscribers.

# HUMAN RESOURCES



- **Recruitment & Selection**

Seasonal job postings are now live on the City's website. If you know an individual looking for a summer job—or if you're encouraging one to start looking—please direct them to our jobs' website for current opportunities.

- **Benefits**

- Representatives from R&R Insurance, Self Fund Health, and Associated Bank joined staff for three informational and feedback sessions regarding the changes to our health insurance and flexible benefit accounts. A total of 42 employees participated, asking a range of thoughtful questions—from “Can I really get my prescriptions for free?” to “Can I use the Direct Care Providers for urgent care?” Staff plans to conduct a follow-up survey later this year to gather additional feedback.

- **Retention**

- On March 7, employees celebrated National Employee Appreciation Day with a fun and festive event featuring chocolate treats, cotton candy, and a variety of prizes. Highlights included cash awards, floating holiday hours, a dozen eggs, the book *HR Approved Ways to Say Things I Can't Say Out Loud at Work*, and the much sought-after screaming goat. (pictured above)

Item 8.

63



- In the Economic Development Department, Met with UW-W HR and Walworth County Housing Authority to discuss housing options in Whitewater. Attended Chamber and JCEDC Housing Committee meetings.
- In Neighborhood Services the Landmarks Commission and Starin Water Tower Community Committee met on March 4, the Public Art Committee on March 6, and PARC on March 10.
- Don't forget The City of Whitewater is calling on artists to help transform everyday infrastructure into vibrant works of public art through the 2025 Traffic Box Public Art Project, Artful Transformation. This exciting initiative will enhance the city's downtown area by turning eight traffic signal control boxes into unique, community-inspired pieces. Applications are due April 16<sup>th</sup> at [www.whitewater-wi.gov/618/Public-Art-Projects](http://www.whitewater-wi.gov/618/Public-Art-Projects)





## CHIEF OF STAFF



# Thank You!

**Becky Magestro**

Chief of Staff

262-473-0101

[bmagestro@whitewater-wi.gov](mailto:bmagestro@whitewater-wi.gov)

Becky Magestro, Chief of Staff, can be contacted for any inquiries or issues.



## Thank You!

John Weidl  
City Manager  
262-473-0104  
[jweidl@whitewater-wi.gov](mailto:jweidl@whitewater-wi.gov)

**As always, John Weidl, Thank you!**



# Council Agenda Item

Meeting Date: 03/18/2025

Agenda Item: Referendum Update

Staff Contact (name, email, phone): Dan Meyer  
[dmeyer@whitewater-wi.gov](mailto:dmeyer@whitewater-wi.gov)  
262-473-1371

## BACKGROUND

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

Police department and fire department staff have been working diligently to provide the community with information about the upcoming referendum question and the impacts. The underlying reason the referendum is being considered is that the 90% increase in call volume since 2010 coupled with no additions to staffing has impacted the police department in two ways: significantly increasing overtime, and changing our policing model to be reactive rather than proactive.

Public information sessions have been held and recorded for anyone who wants to review the entire referendum presentation. However, up to this point, we have not delved into the impact of a failed referendum, and what that would mean for the police department and the community. The purpose of this final update to the Common Council is to discuss what that impact will be and how we plan to address that.

The Whitewater Police Department is going to continue to serve the Whitewater community to the best of our ability regardless of the outcome of the referendum. However, we need to ensure community members recognize that if it does not pass, the way in which we provide that service will change. Our current lack of proactive policing, coupled with the strain on staff resources, will not allow for us to maintain the status quo if the referendum fails. The operational changes listed below and their associated outcomes will immediately be explored in order to more appropriately and efficiently serve the community.

### Operational Changes (Associated outcome):

- 1) **Continue utilizing debt for capital purchase like squad cars** (loss of estimated \$772,000 (debt service) in the next 10 years as we will not be able to take advantage of purchasing these items outright)
- 2) **Federal COPS Hiring Grant will be declined** (loss of \$375,000 of federal funding due to the city budget not being able to absorb the City's share of the required funding)
- 3) **Begin charging for officer presence at local events** (events like parades, marathons, etc. will see additional cost if they need officers for traffic control, etc.)
- 4) **Implementation of an online reporting system** (minor traffic crashes, nuisance complaints, theft and vandalism less than \$2,500 would now be reported using an online self-report)

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5) **Patrol allocation changes – Traffic/Proactive officer** (assigning one of the two or three officers on a shift to be off the call rotation to conduct traffic/proactive activity. This will ensure we maintain a degree of proactivity, but will result in further delays in response times for calls for service, and will create challenges for providing non-essential services for things like school crossings etc.)

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PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

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FINANCIAL IMPACT

(If none, state N/A)

N/A

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STAFF RECOMMENDATION

N/A

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ATTACHMENT(S) INCLUDED

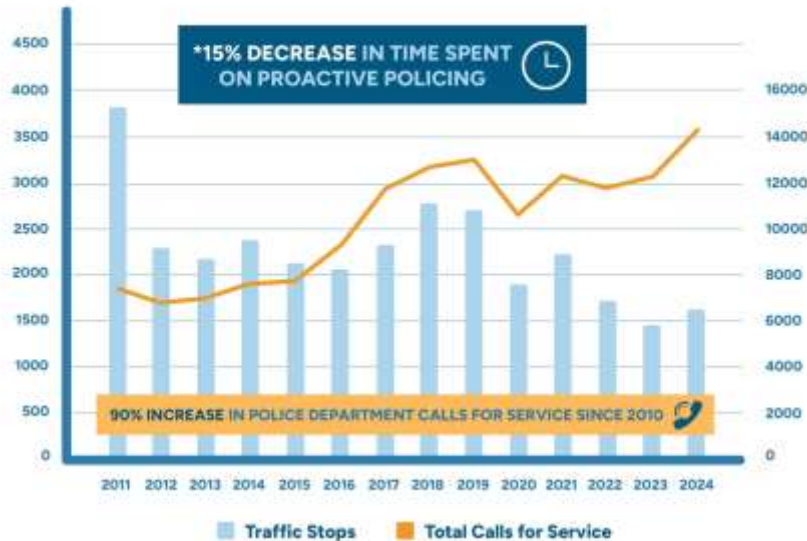
(If none, state N/A)

1. PowerPoint slide

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# REACTIVE POLICING IMPACTS

## YEARLY COMPARISON BETWEEN TRAFFIC STOPS & TOTAL CALLS FOR SERVICE




15% of patrol hours per year are diverted from proactive policing to reactive policing due to staff capacity.

This equates to **3,743 patrol hours lost/diverted** annually.

Proactive policing helps prevent crime before it happens and contributes to building trust throughout the community.

\*Averages for traffic stops are calculated comparing data averages from 2011-2019 to averages from 2022-24, removing years 2021-22 due to COVID's impact on the data.

	<h2>Council Agenda Item</h2>
<p>Meeting Date:</p>	<p>03/18/2025</p>
<p>Agenda Item:</p>	<p>PD Tow Rotation</p>
<p>Staff Contact (name, email, phone):</p>	<p>Dan Meyer  <a href="mailto:dmeyer@whitewater-wi.gov">dmeyer@whitewater-wi.gov</a>  262-473-1371</p>

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

The police department was notified of complaints about the fees associated with the towing and storage of vehicles and has viewed the public comment on this topic from the March 4, 2025 meeting. Wis. Stat. Trans 319.03(1) provides for the maximum fees that companies can charge for towing vehicles from private property:

- \$150 for a vehicle removed using a flatbed, hook and chain, wheel-lift, boom, or any other method.
- \$25 for each period of 24 consecutive hours that the vehicle is stored at an outdoor storage facility.
- \$35 for each period of 24 consecutive hours that the vehicle is stored at an indoor storage facility.
- \$150 for any other necessary and commercially reasonable charges relating to the use of special equipment in the removal or storage, or both, of the vehicle, and for any expenses incurred by the towing service relating to travel exceeding twenty miles. Administrative fees, gate fees, lien processing fees, or any other fees for equipment or procedures ordinarily required for the removal or storage of a vehicle may not be charged under this paragraph. (A towing service may only collect charges under this paragraph if the towed vehicle has unusual characteristics (i.e. mechanical condition or above 10,000 pounds), was parked in a location with spatial constraints or limited access that impedes removal, or roundtrip travel exceeding 20 miles as outlined.)

After consultation with the City Attorney, it was determined that the police department does not have authority to issue citations to towing companies in violation of Trans 319.03. Enforcement of the statute is managed through administrative actions by the Department of Transportation or through contractual agreements and policies established between law enforcement agencies and towing companies.

The police department is implementing the included tow rotation policy that dictates requirements and behaviors of tow companies utilized by the police department during department operations. This closely mirrors the policy of the Walworth County Sheriff’s Office. Moving forward, tow companies on the police department tow rotation list found to be in violation of Trans 319.03, or other requirements of the tow rotation policy, will be subject to corrective actions listed in the policy. These corrective actions include proposed resolutions, verbal warning, written warning, suspension and termination (i.e. removal from the tow rotation).

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)

1. Trans 319.03 statute
2. WPD Tow Rotation policy

## Chapter Trans 319

### TOWING OF UNAUTHORIZED VEHICLES ON PRIVATE PROPERTY

Trans 319.01 Purpose and scope.  
 Trans 319.02 Definitions.  
 Trans 319.03 Charges for towing and storage.

Trans 319.04 Form and manner of display of notice.  
 Trans 319.05 Towing service notification requirements.

**Trans 319.01 Purpose and scope. (1)** The purpose of this chapter is to interpret and implement s. 349.13 (3m), Stats., relating to removal of vehicles on private property that are not authorized to park in that area.

**(2)** This chapter applies to the towing of vehicles parked on private property under s. 349.13 (3m), Stats.

**History:** EmR1425: emerg. cr., eff. 10-2-14; EmR1514: emerg. cr., eff. 4-30-15; EmR1606: emerg. cr., eff. 1-22-16; CR 15-044: cr. Register January 2016 No. 721, eff. 2-1-16.

**Trans 319.02 Definitions.** Words and phrases defined in s. 340.01, Stats., have the same meaning in this chapter unless a different definition is specifically provided. In this chapter:

**(1)** “Properly posted” has the meaning given in s. 349.13 (3m) (a) 2., Stats.

**(2)** “Law enforcement agency” means a county sheriff or municipal police department.

**History:** EmR1425: emerg. cr., eff. 10-2-14; EmR1514: emerg. cr., eff. 4-30-15; EmR1606: emerg. cr., eff. 1-22-16; CR 15-044: cr. Register January 2016 No. 721, eff. 2-1-16.

**Trans 319.03 Charges for towing and storage. (1)** TOWING SERVICE FEES. A towing service may charge a vehicle owner ordinary and reasonable fees related to removal and storage of the vehicle from private property under s. 349.13 (3m), Stats., except that no charges may exceed the following individual total amounts:

(a) \$150 for a vehicle removed using a flatbed, hook and chain, wheel-lift, boom, or any other method.

(b) \$25 for each period of 24 consecutive hours that the vehicle is stored at an outdoor storage facility.

(c) \$35 for each period of 24 consecutive hours that the vehicle is stored at an indoor storage facility.

**Note:** The daily storage charge under par. (b) or (c) can be collected by a towing service the first minute after notice of the tow is given to a law enforcement agency by the towing service. A second daily storage charge cannot be collected until 24 hours after the time at which notice is given to law enforcement, subject to the limits for closed storage facilities specified in s. Trans 319.03 (4).

(d) \$150 for any other necessary and commercially reasonable charges relating to the use of special equipment in the removal or storage, or both, of the vehicle, and for any expenses incurred by the towing service relating to travel exceeding twenty miles. Administrative fees, gate fees, lien processing fees, or any other fees for equipment or procedures ordinarily required for the removal or storage of a vehicle may not be charged under this paragraph. A towing service may collect charges under this paragraph only if any of the following applies:

1. The removed vehicle possesses unusual characteristics, such as size or mechanical condition that make the maximum removal charge under par. (a) unreasonably low, or has a gross vehicle weight rating or registered weight of 10,001 pounds or more.

2. The location in which the removed vehicle was parked contains certain spatial constraints or limited access to the parked vehicle impeding the tow that make the maximum removal charge under par. (a) unreasonably low.

3. The roundtrip travel by the towing service exceeds 20 miles. A towing service may charge a surcharge of \$3.00 per mile under this subdivision for miles in excess of twenty miles. Mileage is based on roundtrip mileage from the storage facility to return thereto. The towing service shall establish the mileage from the tow truck odometer and shall include on the tow slip the beginning and ending odometer readings to the 1/10 per mile. If the tow truck is dispatched from a location other than the storage facility, the one-way mileage between the location from which the vehicle is removed and the storage facility shall be multiplied by two. Mileage fractions less than 5/10 shall be omitted, and mileage fractions of 5/10 or more shall be rounded up to the nearest whole number.

**Note:** Pursuant to s. 349.13 (3m) (dr) 2., Stats., a towing service is prohibited from collecting any charges for the removal or storage of an illegally parked vehicle towed under s. 349.13 (3m), Stats., if the towing service has not complied with the requirement under s. 349.13 (3m) (d) 2., Stats., to notify law enforcement prior to removing the vehicle.

**(2) MUNICIPAL SERVICE FEE.** If requested under s. 349.13 (3m) (dm), Stats., by the municipality in which the removed vehicle was illegally parked, the towing service shall charge the vehicle owner a service fee not exceeding \$35 and shall remit this service fee to the municipality. The fee under this subsection is in addition to any fees charged under sub. (1).

**(3) TOW FEE.** If the fee under sub. (2) is requested by a municipality, the towing service may charge the vehicle owner a service fee not exceeding the fee amount remitted to the municipality under sub. (2). The fee under this subsection is in addition to any fees charged under subs. (1) and (2).

**(4) STORAGE PERIOD.** The storage period is the number of consecutive 24-hour periods beginning on the date and time that the towing service provides the notice required under s. Trans 319.05 (1) and ending when the vehicle is retrieved, rounded up to the nearest whole number. No towing service may charge a storage fee for any calendar day that the storage facility is open less than 4 consecutive hours between the hours of 8:00 a.m. and 5:00 p.m., for retrieval of the vehicle.

**Note:** In general, the storage charge is the whole number of days from towing until retrieval, multiplied by the storage charge rate specified under s. Trans 319.03 (1) (b) or (c). However, this subsection prohibits a daily storage charge for any calendar day during which the storage facility is open less than 4 consecutive hours between 8:00 a.m. and 5:00 p.m. for vehicle retrieval. For example, consider a vehicle towed at 10:20 p.m. on Friday and retrieved at 10:00 a.m. on Monday, and stored at a facility that is open for vehicle retrieval on Saturday from 10:00 a.m. until 2:00 p.m., closed Sunday, and open Monday from 10:00 a.m. until 10:00 p.m. The vehicle was stored for a period of three days, but the vehicle owner cannot be charged for one of those days of storage since the storage facility was not open for vehicle retrieval on Sunday; only two days of storage are chargeable by the towing service.

**History:** EmR1425: emerg. cr., eff. 10-2-14; EmR1514: emerg. cr., eff. 4-30-15; EmR1606: emerg. cr., eff. 1-22-16; CR 15-044: cr. Register January 2016 No. 721, eff. 2-1-16.

**Trans 319.04 Form and manner of display of notice. (1) FORM OF POSTING.** (a) The posted notice shall be clearly visible and displayed in either of the following formats:

1. A notice consisting of a word message that indicates the parking of unauthorized vehicles is prohibited and that unauthorized vehicles may be removed.

Published under s. 35.93, Stats. Updated on the first day of each month. Entire code is always current. The Register date on each page is the date the chapter was last published.



2. A notice consisting of the symbol for a tow-away zone and a word message that indicates the parking of unauthorized vehicles is prohibited.

(b) The letters contained in a word message under par. (a) shall be not less than 2 inches in height and in a color that contrasts with the background on which the notice is printed. The size requirement under this paragraph applies only to notices erected after February 1, 2016.

**(2) MANNER OF POSTING.** A parking area is properly posted if all of the following apply:

(a) A notice is erected at each vehicle entrance to the parking area or property that is conspicuous and readily legible to operators of vehicles driving through that entrance.

(b) A notice is erected that is conspicuous and readily legible to persons at the location of the parked vehicle. The bottom of the notice shall be at least 4 feet above the parking area surface. The size requirement under this paragraph applies only to notices erected after February 1, 2016.

**History:** EmR1425: emerg. cr., eff. 10-2-14; EmR1514: emerg. cr., eff. 4-30-15; EmR1606: emerg. cr., eff. 1-22-16; CR 15-044: cr. Register January 2016 No. 721, eff. 2-1-16.

**Trans 319.05 Towing service notification requirements.** **(1) NOTICE OF TOW TO LAW ENFORCEMENT.** Prior to removing a vehicle from private property pursuant to s. 349.13 (3m), Stats., a towing service shall give notice of the impending tow to the police department for the municipality in which the vehicle is parked or, if that municipality has no police department, the sheriff of that county. The towing service shall deliver the notice to the law enforcement agency's non-emergency telephone number, unless a different delivery method is designated by the law enforcement agency that is any of the following:

(a) By telephone, including voice mail, answering machine or answering service capable of recording messages.

(b) By transmission to an electronic mail address specified by the law enforcement agency.

(c) By any other electronic means, including computerized or web-based systems capable of receiving and storing information

from towing services related to the removal of vehicles parked on private property.

**(2) CONTENTS OF NOTICE.** A towing service shall include the following information in a notice under sub. (1):

(a) The name and telephone number of the towing service.

(b) The make and model of the vehicle being removed.

(c) The license plate number of the vehicle being removed, unless license plates are not attached to the vehicle.

(d) The vehicle identification number of the vehicle being removed, unless the vehicle identification number is not visible through the vehicle windshield adjacent to the left windshield pillar.

**Note:** 49 CFR s. 565.13, requires that vehicle identification numbers (VINs) be affixed to passenger cars, multi-purpose passenger vehicles, low-speed vehicles and trucks of 4,536 Kg or less (10,000 lbs.) adjacent to the left windshield pillar. The vehicle manufacturer is required to make the VIN visible; however, it may be obstructed by materials within the vehicle.


(e) The location from which the vehicle will be removed.

(f) The address of the location to which the vehicle will be removed and, if that location is not operated by the towing service removing the vehicle, the name of the operator at the location.

(g) A phone number of the location identified in par. (f).

**(3) RECORDS OF NOTICES.** A law enforcement agency receiving notice under this section shall maintain a record of the information received under sub. (2) and a record of the date and time that the notice was given. The records shall be maintained for at least 60 days after the date on which notice was given. If the owner or person authorized by the owner of a removed vehicle under s. 349.13 (3m), Stats., requests information related to the tow, the law enforcement agency shall immediately provide to that person the name and telephone number of the towing service, the date and time that the vehicle was towed, the address of the location to which the vehicle was removed and, if that location is not operated by the towing service that removed the vehicle, the name and telephone number of the operator at the location.

**History:** EmR1425: emerg. cr., eff. 10-2-14; EmR1514: emerg. cr., eff. 4-30-15; EmR1606: emerg. cr., eff. 1-22-16; CR 15-044: cr. Register January 2016 No. 721, eff. 2-1-16.

	<b>Whitewater Police Department Policy Manual</b>	
	Text Name: <b>TOWROT</b>	
	Title: <b>Tow Rotation Procedures</b>	
Issue Date: 02/21/2025	Last Revision:	Reviewed:
Special Instructions:	WILEAG Standard: 6.1.1, 6.1.7	

**I. PURPOSE**

The purpose of this policy is to provide guidance to Whitewater Police Department personnel requesting a tow through the Communications Center. Further, this policy and procedure regulates how the Whitewater Police Department will administer the tow rotation list and contractual tows.

**II. POLICY**

The Whitewater Police Department will use fair practices when contacting tow companies to remove vehicles from City streets. This policy follows recommended best practices based on the Wisconsin Department of Transportation Emergency Traffic Control and Scene Management Guidelines. Tow companies requesting to be registered in the voluntary rotational call-out list or those that are contracted to provide tow service for the Whitewater Police Department must follow all applicable terms and conditions of this policy pertaining to their participation in such services.

**III. DEFINITIONS**

- A. Rotational Tow List: This is a voluntary, non-preference tow list maintained and dispatched by the Whitewater Communications Center for tow services on behalf of the public that the individual vehicle or equipment owners that are financially responsible for paying.
- B. Tow Company: Those companies engaged in the business of towing vehicles or equipment for compensation that are authorized by the Whitewater Police Department to provide services via rotational tow list or contractual tows, of which the terms of this policy and procedure apply. To be considered a tow company, the company must satisfy all requirements provided in Section IV. below.

**IV. PROCEDURES**

- A. Requirements to be Considered a Tow Company and for Placement on the Rotational Tow List
  - 1. Tow Company must be a City of Whitewater-based business as defined below:
    - a. Has a physical “brick and mortar” business location inside the borders of the City of Whitewater meeting the following minimum standards:
      - i. A permanent commercial building occupied by the tow company and

## TOWROT

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- not shared with any other tow company.
- ii. Complies with zoning and conditional use requirements for operating a wrecker business. Compliance must be maintained with the zoning authority having jurisdiction over the location and that authority must provide documentation that the business is zone correctly for the location.
  - iii. Where company's normal business is transacted and where business records are maintained.
  - iv. Where the company maintains its equipment
  - v. The company must maintain phone service and shall provide one (1) 24-hour telephone number that is to be called for service. This 24-hour number shall be published in the local directory or searchable by internet and accessible to the public 24-hours per day.
- b. For the purposes of this policy, each tow company must have a unique owner and must maintain its own physical brick and mortar business location inside the borders of the City of Whitewater that is not shared with any other tow company and that independently meets the eligibility requirements of Section IV.A.1. Nothing in this policy is intended to limit the number of tow companies that can be owned and/or operated by a business owner; however, each Tow Company must maintain separate ownership interests and maintain separate physical "brick and mortar" business locations.
- c. The tow company must maintain the ability to provide secure storage of vehicles.
- i. A secure indoor storage facility capable of storing a towed vehicle for a minimum of five consecutive days; or
  - ii. A secure outdoor storage facility which is surrounded by a fence of wood, metal, chain link or masonry no less than six feet in height and capable of storing a vehicle for a minimum of five consecutive days.
- d. The tow company must meet the minimum equipment requirements.
- i. Light Duty Tow Service – Company shall have a minimum of one flatbed car carrier with a GVWR of 14,500 pounds and a flatbed at least 19 feet in length.
  - ii. Heavy Duty Tow Service – Company shall have at minimum of one tow truck equipped with the following: hydraulically operated boom

## TOWROT

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with minimum 25-ton capacity, tandem axle, air brakes, equipped with an underlift, and capable of safely towing a loaded (max 80,000 pound) semi-trailer.

- e. The tow company shall demonstrate and maintain the following insurance coverage.
  - i. Public Liability Insurance minimum coverage \$1,000,000
  - ii. Garage Keepers Liability Insurance no less than \$100,000 with deductible no greater than \$1,000
  - iii. On Hook or In Tow not less than \$100,000 with deductible no greater than \$1,000
  - iv. The City of Whitewater shall be named as “Additional Insured” and must be notified of any changes. **A copy of the most current policy shall be on file with the Whitewater Police Department.**
- f. The tow company is responsible for removing any debris, except hazardous substances as defined in Wis. Stat. 292.01(5), on the roadway or roadway right of way that may be the result of a vehicle disablement or crash prior to leaving the incident scene.
  - i. Tow operators shall have the following equipment on each wrecker:
    - a) A minimum of 50 pounds of oil absorbent
    - b) Heavy duty trash bags
    - c) At least one heavy duty push broom
    - d) At least one scoop shovel

### B. Administration of Tow Rotation

1. The Whitewater Police Department will provide one annual opportunity for tow companies to apply to be on the rotational tow list. Applications will be accepted during the month of September of each year and approved to be on the rotational list by January 15<sup>th</sup> of each year.
2. The tow company called is the tow company that must respond. One tow company may not “substitute” or trade places with another tow company on the tow rotation. Each tow company must remain in their place in the rotation. If a tow company is not able to respond in a timely manner to a particular call, that tow company must wait a full rotation before being called again.
3. The Police Department will determine which tow companies are placed on the

## TOWROT

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rotation list based on the criteria listed in the application. All companies meeting the minimum requirements will be added to the tow rotation.

4. Citizens requesting a specific tow company, on or off the rotation list, shall be requested to summon that tow by calling the tow company themselves. If any of the following situations are present, the citizen request for a specific tow will not be granted and the next on the list shall be summoned:
  - a. If the vehicle is a road hazard.
  - b. If the citizen is not capable of waiting on scene for their preferred tow company to arrive (i.e. is being transported by EMS).
  - c. It is reasonable to believe that the tow company will likely require law enforcement assistance to safely recover the vehicle, once on-scene.
  
5. Summoning a Rotational Tow
  - a. The officer will request the dispatcher to summon the next tow on the list for the location needed.
  - b. The officer summoning the tow shall make every effort to ensure that the tow will actually be needed to perform work prior to requesting the tow. The Police Department recognizes that a tow company is expending time and resources to respond in good faith belief that they will be able to recover compensation for the services provided. However, if a tow company is contacted but is canceled, they will not lose their position in the tow rotation, and will remain the next up on the rotation.
  - c. The Communications Center will maintain a spreadsheet for the tow rotation list. Following the rotation list, the dispatcher will contact the next tow company on the list to provide the tow.
    - i. If the tow company agrees to the tow, the dispatcher will document the plate or VIN, vehicle description, location, call number, and any other pertinent information in the spreadsheet and call notes.
    - ii. If the call is for multiple vehicles, the tow rotation list will be utilized for each involved vehicle (i.e. the first company will not automatically tow multiple involved vehicles).
    - iii. If the tow company does not answer, the dispatcher will leave a voicemail stating, "This is the Whitewater Police Department contacting you for a rotational tow, we are moving on to the next company on the list," and document "No Answer" on the tow

## TOWROT

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rotation list. The dispatcher will then move on to the next tow company in the rotation, unless the tow company calls back before the dispatcher has a chance to move on to the next tow company on the list.

- iv. If the tow company refuses the tow, the dispatcher will document the reason for the refusal and move to the next tow company on the list.

### C. Rules and Prohibited Actions Concerning Tow Companies

#### 1. Violations or Complaints

- a. Investigation: The Whitewater Police Department, or its designee, is responsible for investigating any violations of the terms or provisions of this policy and procedure, federal, state or local law; or complaints made against a tow company by the public or by any agent of the Whitewater Police Department.
- b. Temporary Suspension During Investigation: Depending on the severity of the alleged violations or allegations against a tow company, the Police Department may suspend a tow company or tow driver from being utilized until the complaint and allegations can be thoroughly investigated and an appropriate and fair decision is rendered.

#### 2. Corrective Actions

- a. Proposed Resolution: If the complaint is not serious in nature and can be resolved by compromise, the Police Department may coordinate with the tow company to address the violation or the complaint.
- b. Verbal Warning
- c. Written Warning
- d. Suspension
- e. Termination

- 3. Determination: The Patrol Captain, or designee, will make a determination and notify a tow company in writing of the results of an investigation and any corrective action that will be applied or that has been agreed to.

#### 4. Grievance

- a. If a tow company does not agree with the corrective action imposed

## TOWROT

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upon it, within seven (7) days of receipt of the notice of determination, the tow company must appeal the determination of a violation or complaint made against it by requesting an in-person hearing. Such a request must be made in writing or via email and must be directed to the Patrol Captain.

- b. A tow company must also request a hearing to resolve any complaint the tow company may have against the Whitewater Police Department administration of this policy. The tow company's complaint shall be directed to the Patrol Captain in writing or email and specify the nature of the complaint including the detailed facts regarding the allegations; if the complaint is regarding any person's alleged conduct, the identity of the person; and any supporting documentation that would establish a basis for the complaint.
- c. If the tow company's complaint against the Police Department is based upon an allegation of missed rotation calls, or inequitable call-outs, the tow company shall first request and examine the Police Department's records before a hearing date is set. This will provide both parties an opportunity to correct any inadvertent errors or omissions in tow call-outs.

### 5. Hearing

- a. The hearing will be held at the Whitewater Police Department located at 312 W. Whitewater St. 53190, at a date and time agreed upon by the tow company and Police Department.
- b. Hearings will only be conducted for corrective actions of suspension or termination from the tow rotation list, not for written warnings or lesser corrective actions.
- c. The hearing will be conducted with the Police Chief, Administrative Captain, Patrol Captain, and any other person the Police Chief requests to be present.
- d. The Police Chief, or designee, shall chair the hearing and is responsible for any procedural determination required during the hearing, as well as the final determination following the hearing. If the hearing is related to a final determination for a complaint against the tow company, the Chairperson shall not be the same person who made the initial determination of that complaint.
- e. The Chairperson shall inform the parties of the complaint allegations and the determination or proposed resolution.

## TOWROT

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- f. The tow company shall have the opportunity to respond to the violation or complaint allegations.
- g. The calling of witnesses, taking of testimony, and cross-examination of witnesses shall be allowed only at the discretion of the Chairperson.
- h. Following the hearing, the Police Chief, or designee, shall make a final determination regarding the complaint and will notify the tow company in writing.



Date: March 3, 2025

To: Common Council

John Weidl, City Manager

From: Rachelle Blich, Director of Financial and Administrative Services

Re: Municipal Data Tool Rankings

Given the community's growing concerns regarding rising tax rates, I would like to offer some context and perspective. Each August, the Wisconsin Policy Forum publishes updated financial and socioeconomic data based on information submitted by municipalities through Form C, a state-mandated reporting requirement. This provides the most consistent and reliable basis for comparing data across municipalities.

Among the 604 villages and cities in Wisconsin, Whitewater demonstrates significantly greater efficiency in its spending compared to other municipalities of similar size. The Wisconsin Policy Forum tracks data across several key categories, including:

- Property tax levy per capita (2023)
- Property tax levy (in thousands 2023)
- Mill rate (2023)
- Population (2023)
- Equalized property value (2023)
- Debt per capita (2022)
- Net operational spending per capita (2022)
- General government spending per capita (2022)
- Street maintenance spending per capita (2022)
- Net fire/EMS spending per capita (2022)
- Net police spending per capita (2022)
- Net basic spending per capita (2022)
- Shared revenue per capita (2022)

This comprehensive data enables an objective evaluation of Whitewater's fiscal performance relative to its peers, highlighting the city's commitment to financial efficiency. After analyzing the data across all municipalities, here are some of their noteworthy key findings (state-wide):

- Over time, state caps on municipal property tax levies have limited revenue and expenditure growth.
- Wisconsin residents experienced strong income growth in 2022, but its trailed inflation.

According to the Wisconsin Policy Forum, Wisconsin's levy limits has restricted municipalities from increasing their operational property tax levies by more than the rate of net new construction each year.

This growth rate has remained consistently low across municipalities and, in recent years, has fallen below the rate of inflation.

From 2014 to 2023, per capita property tax levies in Wisconsin municipalities increased by 26.7%, which is still below the cumulative inflation rate of 28.7% over the same period. Notably, this growth in levies would have been even lower if not for increases in debt service levies, which are not subject to state-imposed restrictions.

When examining municipal spending trends over the past decade, it becomes evident that both property tax revenues and state aid have grown at a pace slower than inflation, underscoring the fiscal constraints faced by local governments in maintaining service levels under these conditions. Included below are a few noteworthy rankings for Whitewater:

- As of 2023, Whitewater ranked 58th in population out of 604 municipalities but 409th in per capita property tax levy at \$370, indicating a relatively low tax burden per resident and suggesting prudent budget management.
- Whitewater ranks 465th out of 604 municipalities in net basic spending per capita for essential services, highlighting a significant contrast between its relatively large population and low per capita municipal expenditures.
- Whitewater ranks 587th out of 604 municipalities in general government spending per capita, indicating exceptionally low expenditures on administrative and support services essential to operational effectiveness.
- Whitewater ranks 123rd in equalized property value, revealing a disparity between its population size and tax base, potentially due to factors such as a high concentration of tax-exempt properties, lower median property values, or limited high-value commercial and industrial assets, highlighting opportunities for economic development and tax base diversification.

The data provided by the Wisconsin Policy Forum offers important context for understanding Whitewater's fiscal position and the need for sustainable solutions. Despite being one of the larger municipalities in Wisconsin by population, Whitewater has consistently demonstrated exceptional fiscal efficiency. The city's property tax levy per capita and spending on essential services are significantly lower than many of its peers, reflecting prudent budget management and a strong commitment to cost-effective service delivery.

However, while this fiscal restraint has helped minimize the tax burden on residents, it also presents challenges in maintaining and enhancing the quality of essential municipal services. State-imposed levy limits have restricted revenue growth, and both property tax revenues and state aid have failed to keep pace with inflation over the past decade. This has placed increasing pressure on not only Whitewater, but all municipalities ability to fund critical services such as public safety, infrastructure maintenance, and administrative functions.

Date: March 3, 2025

To: Common Council

John Weidl, City Manager

From: Rachele Blitch, Director of Financial and Administrative Services

Re: Follow-up Questions from February 20<sup>th</sup> Council Meeting

This memorandum is intended to clarify questions raised during the public comment period at the February 20, 2025, Common Council meeting.

In response to inquiries regarding the increased Full-Time Equivalent (FTE) count for the police department, the Common Council approved the addition of a detective at its November 19, 2025, meeting. This additional FTE is unrelated to the COPS Hiring Grant, which was approved strictly for the addition of three FTEs. The grant does not replace employees who resign or retire; rather, it applies only to three newly created FTEs. As such, these positions cannot be utilized unless the referendum passes, as doing so without additional funding would place a significant strain on the budget, necessitating substantial reductions to other programs.

Additionally, there was a misstatement regarding total property tax revenue figures. The total property tax revenue in 2022 was \$4,200,935, rather than the \$4.624 million cited. The higher figure includes other revenue sources that are not directly supported by all taxpayers. Similarly, the correct total property tax revenue for 2025 is \$6,460,302, not the stated \$6.784 million.

To further clarify, it is important to distinguish between the property tax levy and the debt service levy. The property tax levy in 2022 was \$3,154,970, and in 2025, it is \$4,507,730. This \$1,352,760 increase includes \$1.1 million from the voter-approved referendum for Fire/EMS, which took effect with the 2023 property taxes leaving an increase of \$252,760 over the three years. The debt service levy, which was \$1,045,965 in 2022, has increased to \$1,952,572 in 2025, reflecting an increase of \$906,607. This rise is attributed to higher interest rates and other inflationary pressures relating to capital items (i.e., vehicles, building materials, equipment).

Furthermore, total general fund expenditures have grown from \$10,384,446 in 2022 to an estimated \$13,572,202 for 2025. This \$3,187,756 increase in expenditures encompasses the \$1.1 million approved referendum as well as the higher costs associated with the debt levy.

If you have any further questions or require additional clarification, please do not hesitate to reach out.

March 6, 2025

To: City of Whitewater Common Council

RE: Window Signage Code Requirements and Comparison

The City of Whitewater Common Council recently requested that further research and investigation be done on the current sign requirements for window signage for businesses within the City of Whitewater, as well as possible improvements that could be made to our ordinances.

Title 5, Section 5.20.030 refers to window signage for businesses within the city that hold retail Class A or Class B liquor licenses. This ordinance states that for certain sized windows or clear vision zones there shall be an opening of 75% (only 25% coverage by signs or window coverings); or 50% (50% coverage by signs or window coverings) for businesses that do not have windows 4-7 feet above the floor.

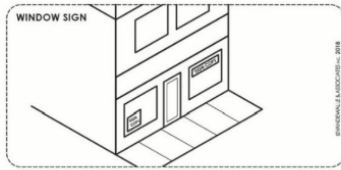
- (3) Any licensed premise shall provide by clear glass window a clear view into the entire licensed premises. Storefront windows must have a clear vision zone starting at four feet from the floor and extending vertically to a point seven feet above the floor on all glass windows. In the clear vision zone, 75% of the windows shall be free of partitions, boxes, stalls, screens, curtains, signs, stickers, or any other devices which shall obstruct the view of the room from the general observation of persons. Licensed premises that have no storefront windows located within the clear vision zone (four to seven feet above the floor) shall have a minimum 50% clear and unobstructed view in those windows.

Title 19, Section 19.54.030 refers to window signage for all businesses in all districts regardless of the licenses they hold for liquor distribution. This ordinance states that signage may not exceed 50% of coverage on each window.

(A) Window Sign Category. A sign located within a building that is attached to the inside face of an exterior window.

The following window sign types are addressed by this chapter:

1. Window Sign. A type of sign that is either painted onto the inside face or exterior of a window, attached to the inside face of an exterior window, or located inside a building within three feet of a window and intended to be viewed from the exterior of the building. Window signs may face toward the outside, the inside, or both.
  - a. A "window" is the total area within a window frame, which may be divided by muntins or mullions. Glass areas divided by walls, piers or columns are considered separate windows.
  - b. Window sign area cannot exceed fifty percent of each individual window glass area on or in which the window signs are located.



Each ordinance is currently active, and although they are similar to one another, they are slightly different. If 50% is a threshold the Whitewater Common Council is agreeable to the ordinances can remain as is. However, many surrounding communities have more restrictive window signage requirements to maintain a uniform aesthetic that is compatible with the character of the municipality. Attached is a spreadsheet showing the comparison of other communities that enforce window signage.

For any additional questions please contact Allison Schwark, Zoning Administrator, at 262-249-6701.

Sincerely,

Allison Schwark  
Code Enforcement Officer  
Zoning Administrator  
City of Whitewater

Municipality	Ordinance Section
City of Elkhorn	17.8-5 (6)
City of Fort Atkinson	15.09.11
City of Lake Geneva	98-804(m)
Village of East Troy	510-134(B)

Village of Fontana

18-193

City of Delavan

13-3-811(2)

Village of Mukwonago

64-19(C)

City of Burlington

315-64(J)

City of Edgerton

450-61(11)



Requirement	Permit Required?
<p>Measurements: <b><u>Window signs shall not exceed 30% of the window area</u></b> in which the sign is displayed. The maximum area for any one sign shall be 25 square feet.</p> <p>Neon signs shall be permitted as a window sign; except in the T-1 District where neon signs shall be prohibited.</p>	Yes
<p><b><u>50% max window area coverage</u></b> <b><u>20% max window coverage area per façade per story.</u></b></p>	No
<p>In-window signs shall be limited to a maximum area of written sign text message that <b><u>does not exceed 15% of the area of the window.</u></b></p>	Yes
<p><b><u>Maximum sign area: 30% of glass area located on the ground floor level</u></b> per road frontage.</p> <p>Type of illumination permitted: none.</p>	No

Interior window signs **not exceeding more than 15 percent for all combined window areas** on the same facade of the structure. Area devoted to signage within windows shall not count toward the sign area maximum permitted for the use. No

**50% max window area coverage 20% max window coverage area per facade per story** No

Window sign area calculations **less than 25% coverage**. If any individual business, organization or similar entity has a window sign or a total of all window signs covering 25% or less of all windows of that business, then the total area of the window signs shall not count against the allowable maximum wall, projecting or roof sign square footage of that business. Yes if over 25%

Window sign area calculation **25% of greater coverage**. If any individual business, organization or similar entity has a window sign or a total of all window signs covering more than 25% of all windows of that business, then the total of the window signs shall count against the allowable maximum wall, projecting or roof sign square footage of that business, and shall require a permit in accordance with § 64-20(c).

Window signs **not exceeding 30% of the glass area** of the glass areas that are used for exits/entrances or necessary for visibility to exits/entrances. All other glass shall be considered part of the building and held to the same restrictions as any other part of the building. Yes

Window obstruction by interior signs shall **not exceed more than 25% for any one window, nor more than 10% of all combined window areas** on the same facade of the structure. Area devoted to signage within windows shall not count toward the sign area maximum permitted for the use. No



## Common Council Agenda Item

Meeting Date:	March 18, 2025
Agenda Item:	Potential Development of 10.96 Acre Parcel of Vacant Land Located on East Main Court
Staff Contact (name, email, phone):	Taylor Zeinert <a href="mailto:tzeinert@whitewater-wi.gov">tzeinert@whitewater-wi.gov</a> 262-473-0148

### BACKGROUND

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

Premier Real Estate Management has submitted an Offer to Purchase a 10.96 Acres parcel of vacant land (Tax Parcel No. /A4444200001) owned by the City located on East Main Court for the purpose of developing a 60-unit multi-family housing project on the property. Attached to this memo is a Vacant Land Offer to Purchase, along with a sampling of the type of housing they would like to develop in Whitewater.

Please note that this Offer to Purchase is contingent on a re-zone of the parcel from M-1 General Manufacturing to R-3 Multi-Family Residential.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The parcel is currently vacant and has historically served as farm land.

### FINANCIAL IMPACT

(If none, state N/A)

The City would receive \$317,840.00 for the sale of the land.

### STAFF RECOMMENDATION

Staff's recommendation is to move forward with the sale of the property.

Suggested Motion: "I move to approve the sale of the property to Premier Real Estate Management"

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

- Letter of Support from Public Works Department
- Offer to Purchase between Premier Real Estate Management and the City of Whitewater
- Property Information
- Anticipated Building Sample



**Office of the Fire Chief**  
312 W. Whitewater Street  
Whitewater, Wisconsin 53190

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[www.whitewater-wi.gov](http://www.whitewater-wi.gov)  
Telephone: (262) 473-0116

**TO:** Taylor Zeinert, Economic Development Director

**FROM:** AC Ryan Dion, Whitewater Fire/EMS

A handwritten signature in black ink, appearing to be "RD", is written to the right of the "FROM:" line.

**RE:** E. Main Court Development

**DATE:** 12 DEC 2024

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Taylor:

The fire department is in support of the development of Lot 10B for commercial residential dwellings. The addition of 60 market rate apartment units should not adversely impact service delivery. Provided the final plans include a sprinkler system in accordance with NFPA 13, and the addition of fire hydrants to serve the development, there are no concerns from our department.

Thank you.

AC Ryan Dion  
Whitewater Fire/EMS

MEMO

TO: Taylor Zeinert, Economic Development Director

FROM: Brad Marquardt, P.E., Public Works Director

DATE: December 9, 2024

RE: E. Main Court Development

Taylor,

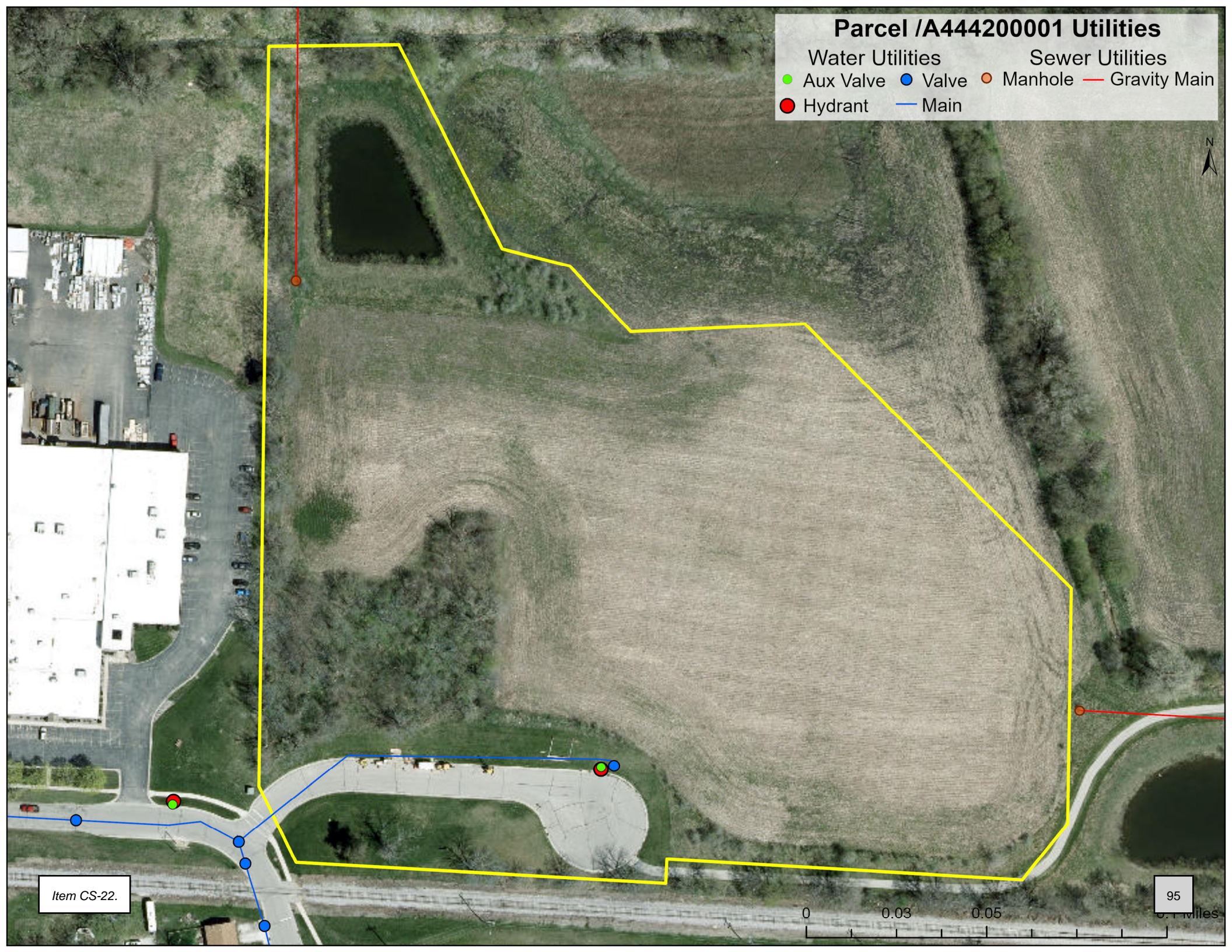
The property located on the north side of E. Main Court has access to a 10-inch water main that runs from E. Main Street to the end of the cul-de-sac. It is located in the terrace area on the north side of the street. The property is served by an 8-inch sanitary sewer, approximately 7 feet deep, which is stubbed into the east side of the property. There is also an 8-inch sanitary sewer, approximately 7 feet deep at the northwest corner of the property, located on the southwest corner of the wet detention basin. The watermain and the sanitary sewer both have the capacity to serve a 60-unit apartment building. There is currently an existing wet detention pond on the property which was built to provide stormwater management for the property. See attached map for utility locations.

Please note, the City is in early discussion with a cell phone provider to lease a 100' x 100' area of land for the installation of a cell tower. The initial plans call for the tower to be located just south of the wet detention pond with a driveway on the very west side of the property to serve the tower.

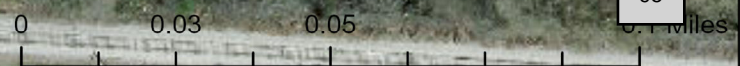
The Public Works Department would be in support of developing this property for residential use.

# Parcel /A444200001 Utilities

- | Water Utilities |         | Sewer Utilities |                |
|-----------------|---------|-----------------|----------------|
| ● Aux Valve     | ● Valve | ● Manhole       | — Gravity Main |
| ● Hydrant       | — Main  |                 |                |



Item CS-22.

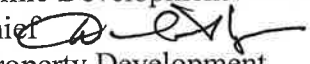




## WHITEWATER POLICE DEPARTMENT

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312 W. Whitewater Street • P.O. Box 117 • Whitewater, WI 53190  
Telephone (262) 473-0555 • Fax (262) 222-5909

**To:** Taylor Zeinert, Economic Development Director  
**From:** Dan Meyer, Police Chief   
**RE:** Expected Impact of Property Development  
**Date:** December 12, 2024

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The police department has completed a review of the proposed multifamily property development that would result in the addition of approximately 60 apartments at Lt 10B East Main Ct.

Call data for similarly situated property in the city can be analyzed to project the approximate impact of such a development on future police call volume. In order to provide an estimate of the call volume that may be associated with the apartment complex in the development (60 units), call data was analyzed for the following addresses (120 units total), which are similar to the proposed development in location and housing type:

- 148 Bluff Ridge Dr.
- 168 Bluff Ridge Dr.
- 190 Bluff Ridge Dr.
- 189 Bluff Ridge Dr.
- 174 Moraine View Pkwy.
- 136 Moraine View Pkwy.
- 156 Moraine View Pkwy.
- 1199 Bluff Rd.
- 1211 Bluff Rd.
- 1227 Bluff Rd.

In the two-year period from January 1, 2022 through Dec. 31, 2023, a collective total of 60 calls for service were made from these addresses, for an annual average of 30 calls for service. Given the fact that the properties analyzed have twice the number of units of the proposed development, we would anticipate an annual total of 15 calls for service for the newly developed apartment complex. That call volume is quite low, averaging only one call every 24 days, and would be a negligible impact on overall police department call volume, which exceeds 12,000 calls annually.

Overall, the Police Department would be in support of developing this property for residential use.



Approved by the Wisconsin Real Estate Examining Board  
7-1-24 (Optional Use Date) 8-15-24 (Mandatory Use Date)

North Shore Legal  
Page 1 of 12, WB-13

**WB-13 VACANT LAND OFFER TO PURCHASE**

1 ~~LICENSEE DRAFTING THIS OFFER ON~~ January 24, 2025 [DATE] IS (AGENT OF BUYER)  
2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) ~~[STRIKE THOSE NOT APPLICABLE]~~

3 The Buyer, Premier Real Estate Management  
4 offers to purchase the Property known as See Addendum A

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach  
7 as an addendum per line 682] in the City of Whitewater, County  
8 of Walworth Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Three Hundred Seventeen Thousand, Eight Hundred Forty  
10 Dollars (\$ 317,840.00 ).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date  
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: none.

14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included  
15 or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at  
17 lines 12-13) and the following: \_\_\_\_\_

19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented  
20 and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be  
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage  
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not  
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations  
25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in  
27 an addendum per line 682.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer  
29 on or before February 25, 2025.

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term  
35 Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on See Addendum A

38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,  
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently  
41 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real  
42 estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money  
43 transfer instructions.**

44 **EARNEST MONEY**  
45 ■ EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer.

46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 ■ EARNEST MONEY of \$ SEE ADDENDUM A will be mailed, or commercially, electronically  
48 or personally delivered within \_\_\_\_\_ days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as \_\_\_\_\_  
50 \_\_\_\_\_) ~~[STRIKE THOSE NOT APPLICABLE]~~

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an  
53 attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special  
54 disbursement agreement.**

55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the  
 57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository  
 58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall  
 59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according  
 60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been  
 61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the  
 62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
 63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)  
 64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain  
 65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the  
 66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties  
 68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest  
 69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party  
 70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified  
 71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order  
 72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of  
 73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their  
 74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good  
 75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional  
 76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
 78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in  
 79 this Offer except: \_\_\_\_\_

80 \_\_\_\_\_ If "Time is of the Essence" applies to a date or Deadline,  
 81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date  
 82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any  
 84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from  
 85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who  
 86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02  
 87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to  
 88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report  
 89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by  
 90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if  
 91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is  
 92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding  
 93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has  
 95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in  
 96 Seller's Vacant Land Disclosure Report dated \_\_\_\_\_, which was received by Buyer prior to Buyer  
 97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**  
 98 and **Buyer waives the right to receive a Seller's Vacant Land Disclosure Report**

99 \_\_\_\_\_  
 100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

- 101 "Conditions Affecting the Property or Transaction" are defined to include:
- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
  - 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value  
 104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
  - 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other  
 106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum  
 107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup  
 108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
  - 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface  
 110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous  
 111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other  
 112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil  
 113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
  - 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
  - 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other  
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission  
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic  
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the  
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or  
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but  
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic  
126 system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or  
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel  
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may  
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;  
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department  
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use  
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;  
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special  
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special  
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division  
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit  
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,  
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan  
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that  
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the  
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning  
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation  
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated  
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization  
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or  
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-  
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements  
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment  
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop  
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will  
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or  
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint  
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but  
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,  
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of  
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an  
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting  
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or  
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other  
177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.  
 179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).  
 180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a  
 181 lease agreement or an extension of credit from an electric cooperative.

182 **[N/A] GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within \_\_\_\_\_ days ("15" if left blank) after acceptance  
 183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,  
 184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation  
 185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,  
 186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with  
 187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This  
 188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice  
 189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or  
 190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**  
 192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**  
 193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**  
 194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)  
 196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive  
 197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders  
 198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the  
 199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the  
 200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL  
 201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan  
 202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,  
 203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program  
 204 and may result in the assessment of penalties. For more information call the local DNR forester or visit  
 205 <https://dnr.wisconsin.gov/topic/forestry> .

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that  
 207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural  
 208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.  
 209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's  
 210 Equalization Bureau or visit <http://www.revenue.wi.gov/> .

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such  
 212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the  
 213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or  
 214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.  
 216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant  
 217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as  
 218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.  
 219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service  
 220 Agency office or visit <http://www.fsa.usda.gov/> .

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with  
 222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000  
 223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards  
 224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that  
 225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must  
 226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/> .  
 227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland  
 228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares  
 230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**  
 232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,  
 234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely  
 235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning  
 236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses  
 237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,  
 238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental  
 239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the  
 240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain  
 241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these  
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or  
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on  
246 lines 256-281 shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("30" if left blank) after acceptance, delivers: (1)  
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence  
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,  
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions  
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: \_\_\_\_\_  
252 \_\_\_\_\_

253 \_\_\_\_\_ **[insert proposed use**  
254 **and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to**  
255 **purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

256  **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines  
257 251-255.

258  **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that  
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such  
260 development.

261  **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a  
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must  
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of  
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of  
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **CHECK**  
266 **ALL THAT APPLY**  conventional in-ground;  mound;  at grade;  in-ground pressure distribution;  holding  
267 tank;  other: \_\_\_\_\_

268  **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions  
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or  
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271  **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the  
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items  
273 related to Buyer's proposed use: \_\_\_\_\_  
274 \_\_\_\_\_

275  **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at  
276 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE**:

277  electricity \_\_\_\_\_;  gas \_\_\_\_\_;  sewer \_\_\_\_\_;  
278  water \_\_\_\_\_;  telephone \_\_\_\_\_;  cable \_\_\_\_\_;  
279  other \_\_\_\_\_

280  **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public  
281 roads.

282 **N/A** **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither  
283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY**  rezoning;  conditional use permit;  
284  variance;  other \_\_\_\_\_ for the Property for its proposed use described at lines 251-255.  
285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within \_\_\_\_\_ days of  
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 **N/A** **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller  
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by  
289 a registered land surveyor, within \_\_\_\_\_ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**  
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of \_\_\_\_\_ acres, maximum of \_\_\_\_\_  
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the  
292 Property, the location of improvements, if any, and: \_\_\_\_\_  
293 \_\_\_\_\_

294 \_\_\_\_\_ **STRIKE AND COMPLETE AS APPLICABLE** Additional map features that may  
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot  
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**  
298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers  
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially  
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of  
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written  
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a  
306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing  
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel  
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or  
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's  
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the  
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise  
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**  
314 **the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**  
315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed  
317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to  
318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be  
319 reported to the Wisconsin Department of Natural Resources.

320 **N/A INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date  
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an  
324 inspection of \_\_\_\_\_

325 \_\_\_\_\_ (list any Property component(s)  
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided  
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent  
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**  
332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("15" if left blank) after acceptance, delivers  
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the  
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent  
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**  
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**  
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**  
342 **of the premises.**

343 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.  
344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within \_\_\_\_\_ ("10" if left blank) days after Buyer's delivery of the Notice of Defects  
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **N/A FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
356 \_\_\_\_\_ [loan type or specific lender, if any] first mortgage loan commitment as described  
357 below, within \_\_\_\_\_ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$  
358 \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial  
359 monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Buyer acknowledges that lender's  
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance  
361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees  
362 to pay discount points in an amount not to exceed \_\_\_\_\_ % ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached  
364 per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly  
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow  
366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise  
368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments  
369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_%.

372  **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed \_\_\_\_\_%. The initial interest rate  
373 shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% ("2" if  
374 left blank) at the first adjustment and by not more than \_\_\_\_\_% ("1" if left blank) at each subsequent adjustment.  
375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus \_\_\_\_\_% ("6" if  
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer  
378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment  
380 (even if subject to conditions) that is:

- 381 (1) signed by Buyer; or
- 382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy  
384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to**  
386 **provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment**  
387 **Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.  
389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of  
390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this  
392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall  
393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of  
394 unavailability.

395  **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

- 396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or
- 397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same  
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.  
400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to  
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit  
402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within \_\_\_\_\_ days ("7" if left blank) after  
404 acceptance, Buyer shall deliver to Seller either:

- 405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at  
406 the time of verification, sufficient funds to close; or
- 407 (2) \_\_\_\_\_

408 \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written  
410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain  
411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's  
412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject  
413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of  
414 access for an appraisal constitute a financing commitment contingency.

415 **N/A APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised  
416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than  
418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days after acceptance, delivers to Seller a copy  
420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting  
421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase  
424 price to the value shown on the appraisal report within \_\_\_\_\_ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated  
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written  
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal  
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435  **N/A CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of  
436 Buyer's property located at \_\_\_\_\_

437 no later than \_\_\_\_\_ (the Deadline). If closing does not occur by the Deadline, this Offer shall

438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a  
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close

440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of  
441 bridge loan shall not extend the closing date for this Offer.

442  **N/A BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another  
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within \_\_\_\_\_ hours ("72" if

444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of \_\_\_\_\_  
447 \_\_\_\_\_ (name other contingencies, if any); and

448 (3) Any of the following checked below:

449  Proof of bridge loan financing.

450  Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide  
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: \_\_\_\_\_  
453 \_\_\_\_\_

454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455  **N/A SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon  
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer

457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other  
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to

459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days ("7"  
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this

461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may  
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time

464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer)  **STRIKE ONE** ("Buyer" if neither is  
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners

468 association assessments, fuel and \_\_\_\_\_

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on  **CHECK BOX FOR APPLICABLE PRORATION FORMULA**:

472  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE

474 **APPLIES IF NO BOX IS CHECKED.**

475  Current assessment times current mill rate (current means as of the date of closing).

476  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

478  \_\_\_\_\_

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**  
480 **substantially different than the amount used for proration especially in transactions involving new construction,**

481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**

482 **assessor regarding possible tax changes.**

483  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5



Property Address: See Addendum A, Whitewater, WI

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
 486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
 487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

**TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
 490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
 491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
 492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
 493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land  
 494 Disclosure Report and in this Offer, general taxes levied in the year of closing and none other.

495 \_\_\_\_\_  
 496 \_\_\_\_\_ (insert other allowable exceptions from title, if  
 497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute  
 498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**  
 500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**  
 501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of  
 503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall  
 504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's  
 505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)  
 507 ~~STRIKE ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded  
 508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance  
 509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or  
 510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-  
 511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney  
 513 or Buyer not more than \_\_\_\_\_ days after acceptance ("15" if left blank), showing title to the Property as of a date no more  
 514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be  
 515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
 517 objections to title within \_\_\_\_\_ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In  
 518 such event, Seller shall have \_\_\_\_\_ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to  
 519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to  
 520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the  
 521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver  
 522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not  
 523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced  
 525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments  
 526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution  
 527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**  
 529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**  
 530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**  
 531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**  
 532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**  
 533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 ~~**LEASED PROPERTY:** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights~~  
 535 ~~under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the~~  
 536 ~~(written) (oral) ~~STRIKE ONE~~ lease(s), if any, are \_\_\_\_\_~~

537 \_\_\_\_\_  
 538 \_\_\_\_\_ . Insert additional terms, if any, at lines 655-660 or attach as an addendum per line 682.

**DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document  
 541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice  
 542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under  
 544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by  
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the  
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner  
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of  
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by  
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific  
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would  
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would  
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (  ) are part of  
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square  
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas  
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land**  
565 **dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of  
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the  
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession  
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession  
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,  
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this  
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier  
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for  
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an  
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer  
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of  
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than  
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of  
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such  
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit  
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed  
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring  
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by  
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no  
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and  
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in  
591 this Offer at lines 655-660 or in an addendum attached per line 682, or lines 534-538 if the Property is leased. At time of  
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging  
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and  
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting  
596 party to liability for damages or other legal remedies.

597 **If Buyer defaults, Seller may:**

- 598 (1) ~~sue for specific performance and request the earnest money as partial payment of the purchase price; or~~
- 599 (2) ~~terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual~~  
600 ~~damages.~~

601 **If Seller defaults, Buyer may:**

- 602 (1) ~~sue for specific performance; or~~
- 603 (2) ~~terminate the Offer and request the return of the earnest money, sue for actual damages, or both.~~

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability  
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party  
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.  
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the  
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**  
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**  
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**  
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**  
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller  
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds  
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons  
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>  
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)  
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the  
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding  
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign  
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the  
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**  
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**  
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a  
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers  
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified  
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's  
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,  
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this  
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the  
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding  
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,  
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC  
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall  
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also  
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,  
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption  
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding  
649 FIRPTA.

650  **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of  
651 \_\_\_\_\_ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage  
652 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any  
653 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party  
654 beneficiary of this contract.

655 **ADDITIONAL PROVISIONS/CONTINGENCIES** \_\_\_\_\_  
656 \_\_\_\_\_  
657 \_\_\_\_\_  
658 \_\_\_\_\_  
659 \_\_\_\_\_  
660 \_\_\_\_\_

661 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
662 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
663 664-679.

664 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
665 line 666 or 667.

666 Name of Seller's recipient for delivery, if any: \_\_\_\_\_

667 Name of Buyer's recipient for delivery, if any: Calvin M. Akin

668  (2) **Fax**: fax transmission of the document or written notice to the following number:

669 Seller: (\_\_\_\_\_) Buyer: (\_\_\_\_\_) \_\_\_\_\_

670  (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial  
671 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at  
672 line 675 or 676.

673  (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the  
674 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

675 Address for Seller: \_\_\_\_\_

676 Address for Buyer: \_\_\_\_\_

677  (5) **Email**: electronically transmitting the document or written notice to the email address.

678 Email Address for Seller: \_\_\_\_\_

679 Email Address for Buyer: cal@pre-3.com w/a copy to jagoldberger@nslalaw.com

680 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
681 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

682  **ADDENDA**: The attached Addendum "A" is/are made part of this Offer.

683 This Offer was drafted by [Licensee and Firm] Attorney Joe A. Goldberger

684 **WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions  
685 sent via email. Funds wired to a fraudulent account are often impossible to recover.

686 Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate  
687 agent, Firm, lender, title company, attorney or other source connected to your transaction. These  
688 communications are convincing and professional in appearance but are created to steal your  
689 money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate  
690 source.

691 DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU  
692 calling a verified number of the entity involved in the transfer of funds. Never use contact  
693 information provided by any suspicious communication.

694 **Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or**  
695 **verification of any wiring or money transfer instructions.**

Signed by: Calvin M. Akin 1/24/2025

696 (x) Buyer's Signature ▲ Print Name Here ▶ Premier Real Estate Management Date ▲

698 (x) \_\_\_\_\_ Date ▲  
699 Buyer's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲

700 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**  
701 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**  
702 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**  
703 **COPY OF THIS OFFER.**

704 (x) \_\_\_\_\_ Date ▲  
705 Seller's Signature ▲ Print Name Here ▶ City of Whitewater Date ▲

706 (x) \_\_\_\_\_ Date ▲  
707 Seller's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲

708 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_  
709 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

710 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
711 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

## ADDENDUM A TO VACANT LAND OFFER TO PURCHASE

**THIS ADDENDUM A** represents additional provisions to that certain Vacant Land Offer to Purchase (the "**Offer**") dated January 24, 2025 by Premier Real Estate Management, LLC, a Wisconsin limited liability company and/or assigns (the "**Buyer**") to the City of Whitewater, a Wisconsin municipal corporation located in Winnebago County, Wisconsin (the "**Seller**"), regarding the purchase and sale of that certain property described in Section 1 below. Buyer and Seller, each a "**Party**" shall collectively be referred to herein as the "**Parties**". The Parties hereto agree that in the event the provisions of this Addendum A conflict with those of the Offer, the provisions of this Addendum A shall supersede anything to the contrary contained in the Offer. The Offer and this Addendum A, when accepted, shall sometimes collectively be referred to as the "**Agreement**". For the purposes hereof, the term "**Effective Date**" shall mean the date this Agreement is fully executed by the Buyer and the Seller.

**1. Property.** The Property subject to this Agreement is described as roughly 10.96-acre vacant parcel of land located identified as APN/A444200001, in the City of Whitewater, Walworth County, Wisconsin (the "**Property**").

The Property will be more particularly described in the Title Commitment and the Survey to follow.

**2. Purchase Price; Earnest Money.**

(a) Purchase Price. The purchase price for the Property (the "**Purchase Price**") shall be Three Hundred Seventeen Thousand Eight Hundred Forty and 00/100 Dollars (\$317,840.00). The Purchase Price shall be paid at Closing in immediately available U.S. funds (subject to any other credits and prorations as provided in this Agreement) shall be paid by Buyer to Seller at Closing. Seller has previously paid the use value assessment penalty as a result of the conversion of the Property from agricultural use.

(b) Earnest Money. The Parties acknowledge that Earnest Money in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) shall be paid to the Title Company (as hereinafter defined) within Five (5) business days of the Effective Date.

**3. Closing.** The closing ("**Closing**") of the transaction contemplated herein shall take place within Fifteen (15) days of the Buyer written waiver of the Buyer's Conditions Precedent as more fully set forth in Section 6 below, but in all events no later than July 15, 2025, unless such other time or place as agreed to in writing by Buyer and Seller or otherwise pursuant to the terms of this Agreement.

**4. Deliveries at Closing.**

(a) At Closing, Seller shall deliver the following documents, agreements or instruments at Closing:

- (i) A Special Warranty Deed, subject only to the Permitted Exceptions, as hereinafter defined;
- (ii) Evidence of organizational authority as required by the Title Company;
- (iii) Affidavit as to construction liens and possession;

- (iv) GAP indemnity;
  - (v) Broker lien affidavit - Seller;
  - (vi) Certificate as to non-foreign status;
  - (vii) a fully issued title policy or a "marked-up" title commitment as required in Section 5(c) hereof;
  - (viii) Such other documents or instruments as are consistent with the Agreement and reasonably requested by Buyer, Buyer's counsel or the Title Company.
- (b) At Closing, Buyer shall deliver the following:
- (i) The Purchase price, as adjusted by the Earnest Money payment and Closing prorations and adjustments;
  - (ii) Broker lien affidavit — Buyer; and
  - (iii) Such other documents or instruments as are consistent with the Agreement and reasonably requested by Seller, Seller's counsel or the Title Company.
- (c) At Closing, Buyer and Seller shall join in delivering:
- (i) A closing statement summarizing the financial settlement of the transaction consistent with the Agreement;
  - (ii) Information to permit the Title Company to complete and electronically file a Wisconsin real estate transfer return.

## 5. Title Insurance.

(a) Title Commitment. On or before fifteenth (15th) day after the Effective Date, Seller shall cause to be furnished to Buyer a current title commitment for an owner's policy of title insurance (the "**Title Commitment**") issued by Knight Barry Title Services, LLC, 1540 W. Main Avenue, Suite B3, De Pere, WI 54115, as an agent for First American Title (the "**Title Company**"), showing the status of title of the Property and all exceptions, including easements, restrictions, rights-of-way, covenants, reservations and other conditions, if any, affecting the Property which would appear in an owner's policy of title insurance, if issued and committing to GAP coverage. Accompanying such Title Commitment, Seller shall request Title Company to furnish Buyer with true, correct, complete and legible copies of all recorded documents affecting title to the Property. The cost and expense of the Title Commitment and GAP endorsement shall be borne by Seller. The premium for any loan policy or additional endorsements shall be paid by Buyer.

(b) Permitted Exceptions. On or before the thirtieth (30th) day after the Effective Date, Buyer shall notify Seller in writing ("**Buyer's Objection**") of any exceptions to title shown in the Title Commitment and/or survey (if a survey is obtained at Buyer's election and expense), which are unacceptable to Buyer. Seller shall have ten (10) days from receipt of Buyer's Objection in

which to inform Buyer in writing ("**Seller's Reply**") of any matters in Buyer's Objection that Seller is unwilling or unable to cure. Buyer shall have ten (10) days from receipt of Seller's Reply in which to inform Seller of Buyer's election to terminate the Agreement, in which case, the Earnest Money, less the Independent Consideration (as defined below), shall be returned to Buyer, or accept the matters in Seller's Reply as additional Permitted Exceptions. The following exceptions shall be deemed the "**Permitted Exceptions**" for the purpose of Closing: (i) municipal and zoning ordinances; (ii) general taxes levied in the year of closing; (iii) any exceptions to the Title Commitment to which Buyer does not timely object; or (iv) any exceptions to the Title Commitment to which Buyer does timely object, but which Buyer thereafter accepts in writing. Buyer may condition its acceptance of title on the agreement of the Title Company to issue, at Buyer's expense, such standard endorsements as Buyer, in Buyer's discretion, shall deem necessary.

(c) Insured Closing. Buyer's obligation to deliver performance at Closing shall be conditioned upon Buyer's receipt from Title Company of a fully issued title policy or a "marked-up" Title Commitment showing the effective date to be the time and date of Closing and for the full amount of the Purchase Price and including a "GAP" endorsement, subject only to the Permitted Exceptions. Each Party covenants with the other to cooperate in good faith to make such deliveries of evidence of organizational authority and payment of Title Company's fees to Induce title Company to deliver such "marked-up" Title Commitment or title policy.

(d) Seller's Closing Expenses. Seller shall pay: (i) the premium for the title policy In the amount of the Purchase Price and GAP endorsement; (ii) Wisconsin real estate transfer tax; (iii) recording fees to record any releases of mortgages, liens or other matters encumbering the Property; (iv) one-half of any escrow or closing fee imposed by Title Company; (v) fees of Seller's counsel.

(e) Buyer's Closing Expenses. Buyer shall pay: (i) any additional endorsements required by Buyer or Buyer's lender, as well as any premium for a policy of title insurance for Buyer's lender; (ii) recording fee for the Warranty Deed; (iii) all costs and expense for Buyer's inspections, survey, municipal or other application fees and costs, if applicable; (iv) one-half of any escrow or closing fee imposed by the Title Company; and (v) fees of Buyer's counsel.

**6. Buyer's Conditions Precedent.** Buyer's obligation to close hereunder is expressly conditioned on the following Buyer's Conditions Precedent being waived by Buyer, in writing, within One-Hundred Eighty (180) days (the "**Due Diligence Period**") after the Effective Date.

(a) Development Agreement and Assistance. Buyer and Seller entering into a Development Agreement, which, among other things, shall set forth a construction schedule and provide Tax Incremental Financing assistance to the Buyer, in an amount and on terms and conditions acceptable to Buyer, in Buyer's discretion.

(b) Utilities. Buyer determining that sewer, water, gas, cable/internet services are available to the Property in a location and with sufficient capacity to serve the Project, as hereinafter defined. Buyer shall pay usual and customary utility connection charges.

(c) Approvals. Buyer obtaining, at Buyer's sole cost and expense, all municipal, county and other governmental approvals deemed reasonably necessary by Buyer, in Buyer's sole discretion, to permit the construction by Buyer of a residential apartment development of

not less than Sixty (60) residential units in Five (5) buildings which conforms to a design and at a price acceptable to Buyer, in Buyer's sole discretion (the "**Project**").

(d) Inspection and Survey. Buyer performing physical inspections of the Property (including, but not limited to, a Phase 1 Environmental Assessment, soil testing, an ALTA survey and verification of wetlands and flood plain) to determine, to Buyer's complete and sole satisfaction, that Buyer desires to purchase the Property.

(e) Financing. Buyer obtaining financing for construction of the Project on terms and conditions acceptable to Buyer, in Buyer's sole discretion.

If Buyer does not notify Seller in writing on or before the end of the Due Diligence Period of the satisfaction or Buyer's waiver of each Condition Precedent, the Agreement shall be null and void and all Earnest Money, less the Independent Consideration, shall be returned to Buyer; provided, however, in consideration for Seller agreeing to the broad discretion afforded Buyer in evaluating the satisfaction of Buyer's Conditions Precedent, Seller shall be entitled to the sum of One Hundred and 00/100 Dollars (\$100.00) ("**Independent Consideration**") from the Earnest Money as an option payment. The Independent Consideration constitutes good and valuable consideration to Seller to agree to enter into the Agreement. Seller and Buyer hereby acknowledge and agree that they intend this Agreement to be a binding and enforceable contract, subject to the terms and conditions set forth herein, and each Party hereby waives any right to hereafter challenge the enforceability of the Agreement on the basis that the contingencies set forth herein are at the sole discretion of Buyer. Buyer agrees to exercise diligent, good faith efforts to inspect the Property, review documents and determine whether the transaction contemplated herein may satisfy all of the contingencies set forth herein. Seller acknowledges and agrees that such efforts by Buyer will require Buyer to expend significant time and money investigating and reviewing such contingencies and the expenditure of such time and money by Buyer, together with the Independent Consideration and Buyer information deliveries, constitutes good and sufficient consideration to Seller for Seller granting Buyer the time set forth in the Agreement to investigate and resolve all such contingencies.

Buyer and Seller agree that in the event that this Agreement shall be terminated pursuant to the provisions of this Section 6 or any sub-section thereof, each of the Parties shall promptly execute a WB-45 Cancellation and Mutual Release and agree to the prompt return of the Earnest Money to Buyer.

**7. Matters Pending Closing.** From and after the Effective Date until the Closing Date, Seller covenants and agrees with Buyer that Seller agrees to provide Buyer access to the Property after the Effective Date to allow Buyer and its agents, employees and contractors to perform such inspections and testing as Buyer deems reasonable and necessary and to conduct such interviews with Seller's tenants as Buyer may deem appropriate and reasonable. Buyer agrees not to unreasonably interfere with any Seller's use and occupancy of the Property and Buyer agrees to restore the Property to substantially the same conditions as it was in prior to such inspection or testing. Buyer also agrees to indemnify and hold the Seller harmless from any damages or liability caused by Buyer's or its agents, employees and contractor's entry onto the Property to conduct such inspections and testing.

**8. Commissions.** Buyer was introduced to the Property by Anderson Commercial Group (the "**Listing Broker**"). Seller shall be solely responsible for the payment of any commission due the Listing Broker. Except as aforesaid, Buyer and Seller each represent and



warrant to the other that neither has engaged the services of another party to whom commission would be due.

9. **Assignment.** Buyer may assign its rights, title and obligations in, to and under this Agreement, or any portion thereof, to an affiliate of Buyer provided that Buyer provides Seller with written notice of said assignment prior to closing and the assignee agrees to assume all of Buyer's rights, title and obligations in, to and under the Offer and agrees to be bound by the terms contained herein. In the event of a partial assignment, closings on both parcels shall occur simultaneously irrespective of any assignment.

10. **Additional Acts and Documents.** Each Party hereto agrees to do all things and to take all actions and to execute and deliver such other documents and instruments as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.

11. **Counterparts.** This Agreement may be executed in multiple counterparts, each such counterpart shall be deemed to constitute one and the same instrument and each of said counterparts shall be deemed an original hereof.

12. **Expenses.** Except as expressly provided herein, each Party to this Agreement shall pay its own costs and expenses related to the transaction contemplated hereby, including, but not limited to, all attorneys' fees.

13. **Governing Law.** This Agreement shall be deemed to be made under and shall be construed in accordance with and shall be governed by the laws of the State of Wisconsin without giving effect to its conflict of law provisions.

14. **Integration Clause; Oral Modification.** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof; all such agreements entered into prior hereto are revoked and superseded by this Agreement; and no representations, warranties, inducements or other agreements have been made by any of the Parties except as expressly set forth herein. This Agreement may not be changed, modified or rescinded except in writing signed by all of the Parties hereto, and any attempt at oral modification of this Agreement shall be void and have no effect.

15. **Construction; Headings.** Section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

16. **Brokerage Disclosure.** Calvin M. Akin, the Managing Member of Buyer, is a real estate broker, licensed by the State of Wisconsin.

**\*\*BALANCE OF PAGE INTENTIONALLY BLANK\*\***

**\*\*SIGNATURE PAGE FOLLOWS\*\***

**\*\*SIGNATURE PAGE TO ADDENDUM A\*\***

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the respective day and year opposite their signatures below.

**BUYER:**

**Premier Real Estate Management, LLC  
a Wisconsin limited liability company**

By: Calvin M. Akin  
C5CFEE103F2A481  
**Calvin M. Akin, Sole Member**

Date: 1/24/2025

**ACCEPTANCE**

**SELLER:**

**City of Whitewater**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

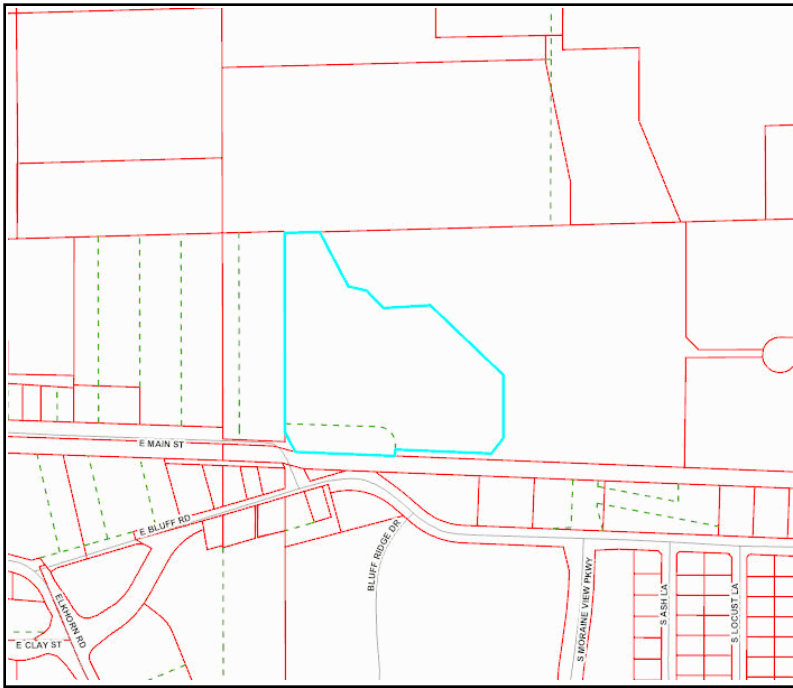
Date: \_\_\_\_\_

**THIS ADDENDUM "A" WAS DRAFTED BY:**

Attorney Joe A. Goldberger  
North Shore Legal  
13460 N. Silver Fox Drive  
Mequon, Wisconsin 53097  
jagoldbercier@anslaw.com



# Walworth County, WI Land Information Division



### Property Details

Municipality: CITY OF WHITEWATER  
 Parcel Number: /A444200001  
 School District: 6461-WHITWATER UNIFIED SCHO  
 Zoning District:

### Owner Information

Owner Name: CITY OF WHITEWATER  
 Owner Name 2:  
 Mailing Address: 312 W WHITEWATER ST  
 WHITEWATER WI, 53190

### 2023 Valuation Information

Land: \$0.00  
 Improvements: \$0.00  
 Total: \$0.00  
 Acres: 10.9600  
 Fair Market Value: \$0.00  
 Assessment Ratio: 0.9349845640  
 Mill Rate: 0.0164243180

### Tax Information

First Dollar Credit: \$0.00	School Credit: \$0.00
Special Assessment: \$0.00	Lottery Credit: \$0.00
Delinquent Utility Charge: \$0.00	Special Charges: \$0.00
Managed Forest Land Taxes: \$0.00	Private Forest Crop Taxes: \$0.00
Total Billed: \$0.00	Woodland Tax Law Taxes: \$0.00
Net Tax \$0.00	

### Tax Jurisdictions

WHITEWATER UNIFIED SCHOOL DIST \$0.00  
 GATEWAY TECHNICAL \$0.00  
 WALWORTH COUNTY \$0.00  
 CITY OF WHITEWATER \$0.00

### Elected Officials / Voting Districts

Supervisory District: Brian Holt (D3)  
 State Representative: Ellen Schutt (R) (Wisconsin's 31st Assembly District)  
 State Senator: Stephen Nass (R) (Wisconsin's 11th Senate District)  
 US Representative: Bryan Steil (R) (Wisconsin's 1st District)  
 US Senator: Ron Johnson (R), Tammy Baldwin (D)

### Special Assessments / Charges

### Soil Classification

<u>Soil Type</u>	<u>Soil Name</u>	<u>Acres</u>
HeB	HEBRON LOAM, 1 TO 6 PERCENT SLOPES	6.9863
Na	NAVAN SILT LOAM	2.9671
KyA	SILT LOAM, MOTTLED SUBSOIL VARIANT, 0 TO 2 PERCE	1.4712
Ac	ADRIAN MUCK	0.6428

### Property Address

### Legal Description

LOT 1 CERTIFIED SURVEY NO. 4442 AS RECORDED IN VOL 29 OF C.S. ON PAGE 30 WCR. LOCATED IN NW 1/4 & NE 1/4 SE 1/4 SEC 3 T4N R15E. 477436 SQ FT CITY OF WHITEWATER OMITTS /WUP-333; ALSO THAT PORTION OF VACATED EAST MAIN COURT PER 920136

### Disclaimer

The information provided in this property information page is not official information. All official tax information is recorded in the Walworth County Treasurer's Office. To verify tax payment/payoff status, contact the Walworth County Treasurer's Office at 262-741-4251.

# PRE / 3™

## Development Information

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### Contacts

Bob Murray  
414-899-0214  
[bob@pre-3.com](mailto:bob@pre-3.com)

Josh Kenitzer  
414-322-2301  
[josh@pre-3.com](mailto:josh@pre-3.com)

## PRE/3 Company Summary

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Founded in 1978 by visionary Calvin Akin, PRE/3 has established itself as a trailblazer in fostering growth for small to mid-sized communities through exceptional multifamily development.

With a proven track record spanning decades, PRE/3 has developed over 10,000 thoughtfully designed apartment units across Wisconsin and now proudly manages a robust portfolio of over 17,000 units in 16 states.

PRE/3 is driven by a mission to deliver high-quality, low-density housing in overlooked markets, creating vibrant communities where others see limitations. By prioritizing smart design, enduring quality, and community-first values, PRE/3 continues to redefine standards in multifamily living while contributing to the long-term success of the neighborhoods it serves.

## Relevant Recent Developments

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PRE/3 has developed thousands of units in WI over the years, including over 2,500 units in the last five years alone. Our developments are low-density, providing home-like amenities such as attached garages and private entrances. This low-impact design provides longer-term tenants that take pride in their homes. Here is a list of a few recent developments that are similar in scale:

### **Heather Valley (2024) – 72-unit Market Rate**

701 K Street, Reedsburg, WI 53959

Nicolet Construction

<https://heathervalleyapartments.com/>

### **Clayton Crossing (2023) – 96-unit Market Rate**

9117 Clayton Avenue, Neenah, WI 54956

Nicolet Construction

[www.claytoncrossingapartments.com](http://www.claytoncrossingapartments.com)

### **Prairie View Estates (2024) – 96-unit Market Rate**

1456 Pleasant Drive, Plover, WI 54467

Nicolet Construction

[www.prairieviewestatesliving.com](http://www.prairieviewestatesliving.com)

### **Shawano, WI (under construction) – 60-unit Market Rate**

Nicolet Construction

### **Fox Lake, WI (under construction) – 36-unit Market Rate**

Nicolet Construction

## Community References

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### **The Village of Waterford, WI**

Zeke Jackson, Village Administrator  
123 N. River Street, Waterford, WI 53185  
(262) 534-3980  
zjackson@waterfordwi.org

### **The Village of Saukville, WI**

Dawn Wagner, Village Administrator  
639 E. Green Bay Avenue, Saukville, WI 53080  
(262) 235-9016  
dwagner@village.saukville.wi.us

### **The Village of Plover, WI**

Steve Kunst, Village Administrator  
2400 Post Road, Plover, WI 54467  
(715) 345-5250  
skunst@ploverwi.gov

### **City of Reedsburg, WI**

Brian Duvalle, Planner/Bldg Inspector  
134 S. Locust Street, Reedsburg, WI 53959  
(608) 768-3354

## Project Description

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The proposed development plans to utilize the approximate 10.96-acre parcel to develop a 60-unit apartment home community. The development will be constructed in one phase, consisting of four (5), 12-unit buildings. Construction timeline is expected to be 18 months.

Each two-story building will consist of twelve (12) units, all two-bedroom/two-bathroom floor plans, with a private entrance and single stall attached garage. A unit mix summary, inclusive of square footage, floor plans, and community and unit amenity summaries are all included below.

## Development Incentives

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**City Incentives:** PRE/3 will be requesting TIF incentives to meet the economic shortfall of the proposed project due to increasing construction costs and interest rates.

## Example Exterior Photos

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**Example Interior Photos**

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Floor Plans

**2 Bedroom, 2 Bathroom (Lower Unit) – 1,067 Square Feet**



**2 Bedroom, 2 Bathroom (Upper Unit) – 1,144 Square Feet**



**2 Bedroom, 2 Bathroom (Upper Split Bedroom) – 1,075 Square Feet**

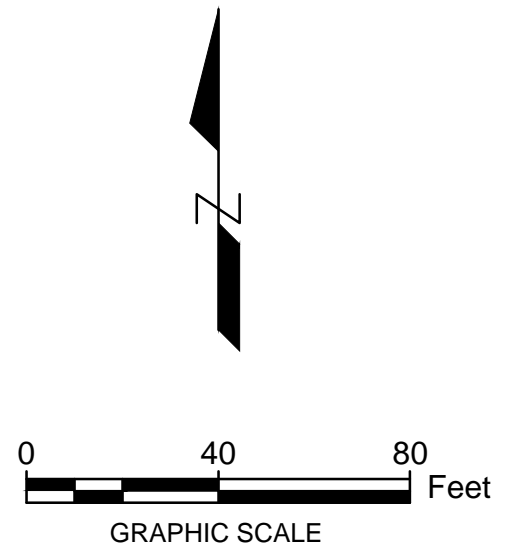


## Example Finish Materials

- Interior Unit Finish Materials
  - Cabinets: Maple Shaker with Crown Molding on Tops in Kitchen and Bathroom
  - Counters: Granite
  - Stainless Steel Appliances
  - Flooring: LVP and Carpet
  - Dining Room and Bedroom Fans
  
- Exterior Unit Finish Materials
  - 2x6 Walls
  - Roof/Shingles: Atlas Pinnacle Shingles
  - Siding: High Quality Vinyl/ Brick or Stone Features
  - White Composite Balconies
  - Fiberglass Entry Doors

**GRADING LEGEND**

- 820 — EXISTING MAJOR CONTOUR
- 820 — PROPOSED MAJOR CONTOUR
- 821 — EXISTING MINOR CONTOUR
- 821 — PROPOSED MINOR CONTOUR
- 821.00 X — PROPOSED SPOT GRADE



**GENERAL NOTES:**

1. CONTRACTOR SHALL PROVIDE EROSION CONTROL FACILITIES IN ACCORDANCE WITH THE MUNICIPALITY EROSION CONTROL ORDINANCE AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.
2. THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES.
3. R.A. SMITH NATIONAL, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF R.A. SMITH NATIONAL, INC.

FF ELEV = 830.0

EAST MAIN STREET  
VARIABLE WIDTH PUBLIC R.O.W.

WISCONSIN & SOUTHERN RAILROAD COMPANY

DESCRIPTION

**R.A. Smith National**  
Beyond Surveying  
and Engineering  
[www.rasmithnational.com](http://www.rasmithnational.com)

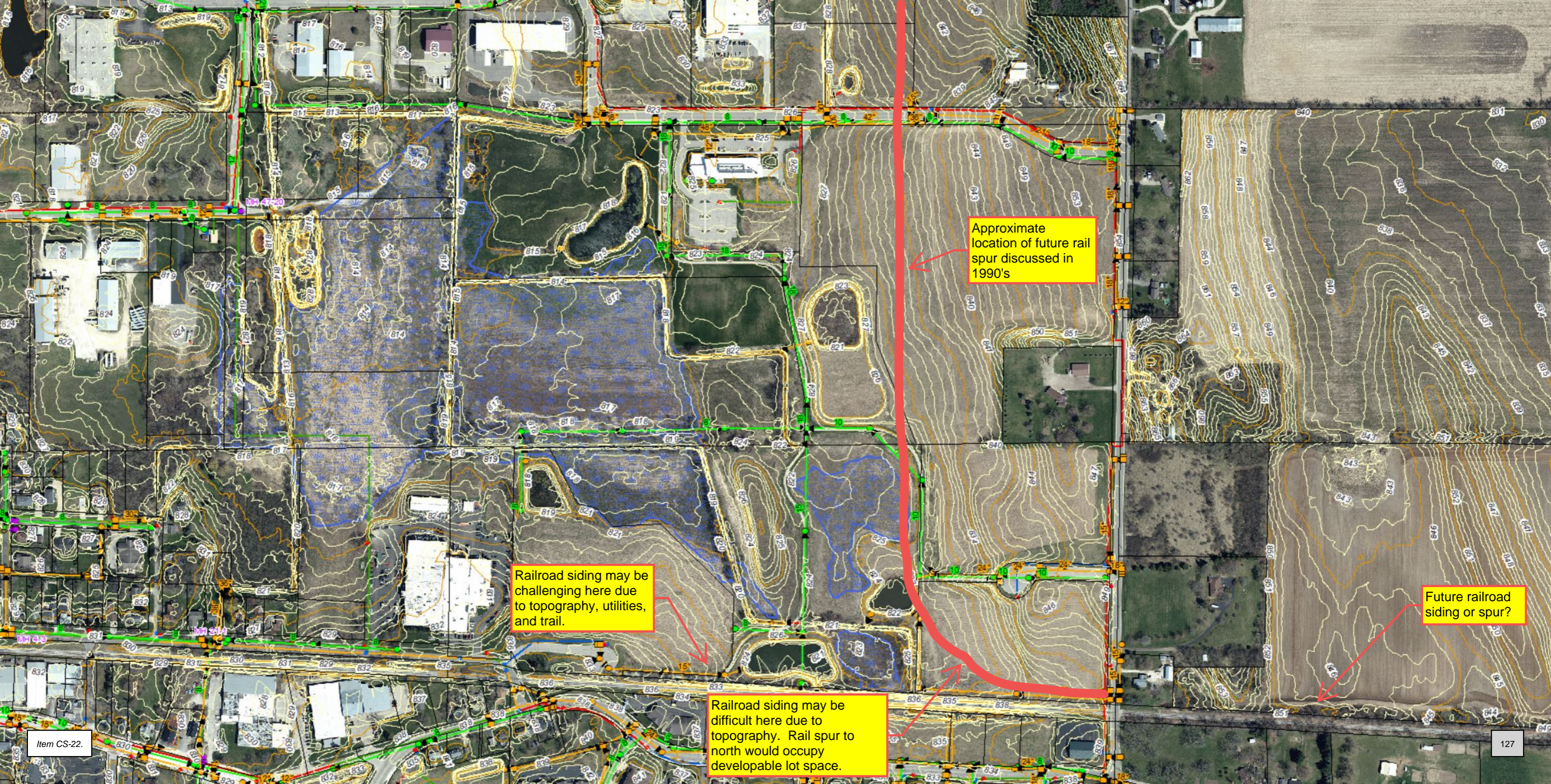
DP ELECTRONIC RECYCLING, INC.  
WHITEWATER, WISCONSIN

GRADING PLAN

© COPYRIGHT 2015 R.A. Smith National, Inc.
DATE: 11/6/15
SCALE: 1" = 40'
JOB NO. 1150567
PROJECT MANAGER: TROY T. HARTJES, P.E.
DESIGNED BY:PTA
CHECKED BY: TTH

**SHEET NUMBER**  
C-3



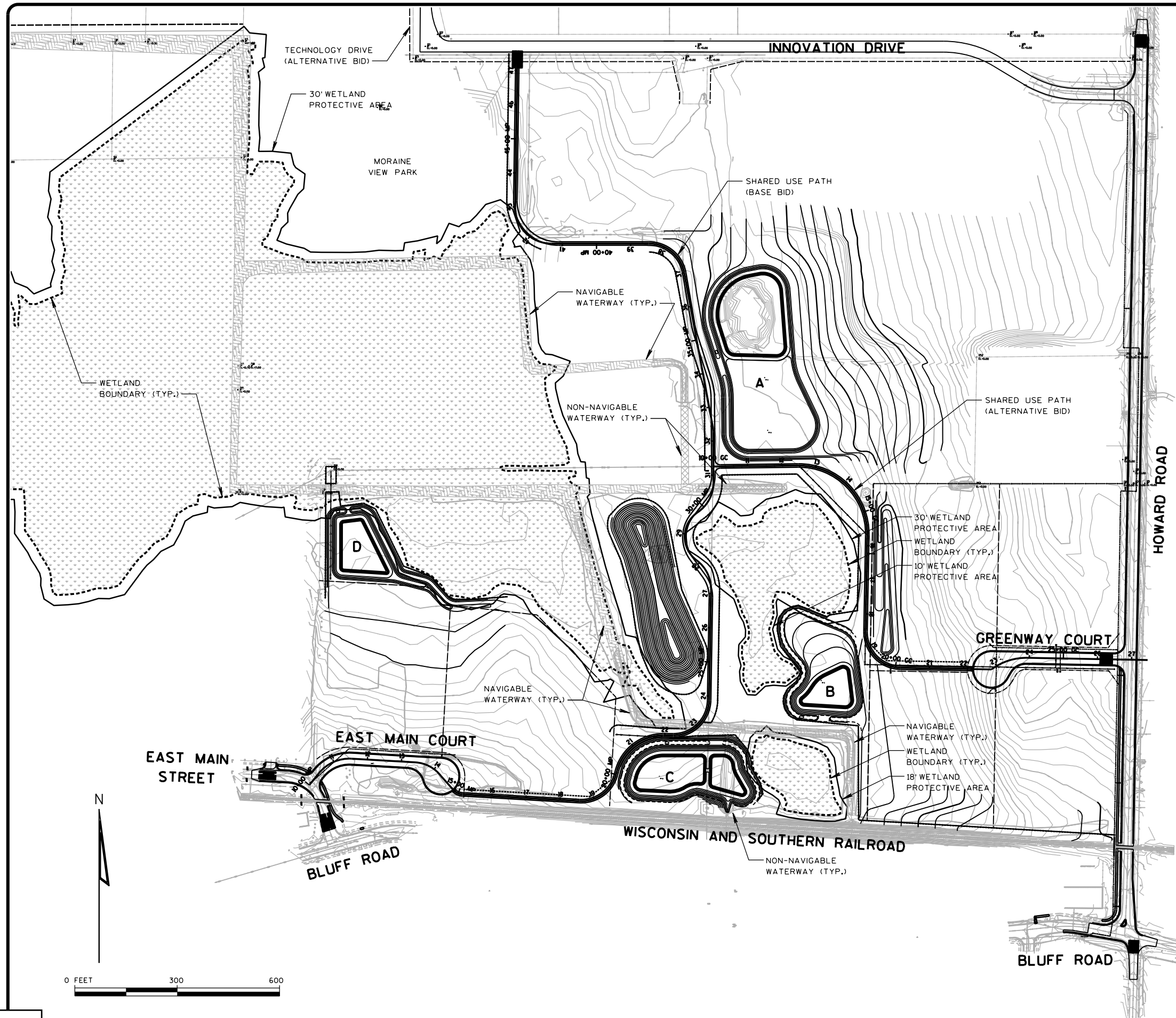


Approximate location of future rail spur discussed in 1990's

Railroad siding may be challenging here due to topography, utilities, and trail.

Railroad siding may be difficult here due to topography. Rail spur to north would occupy developable lot space.

Future railroad siding or spur?

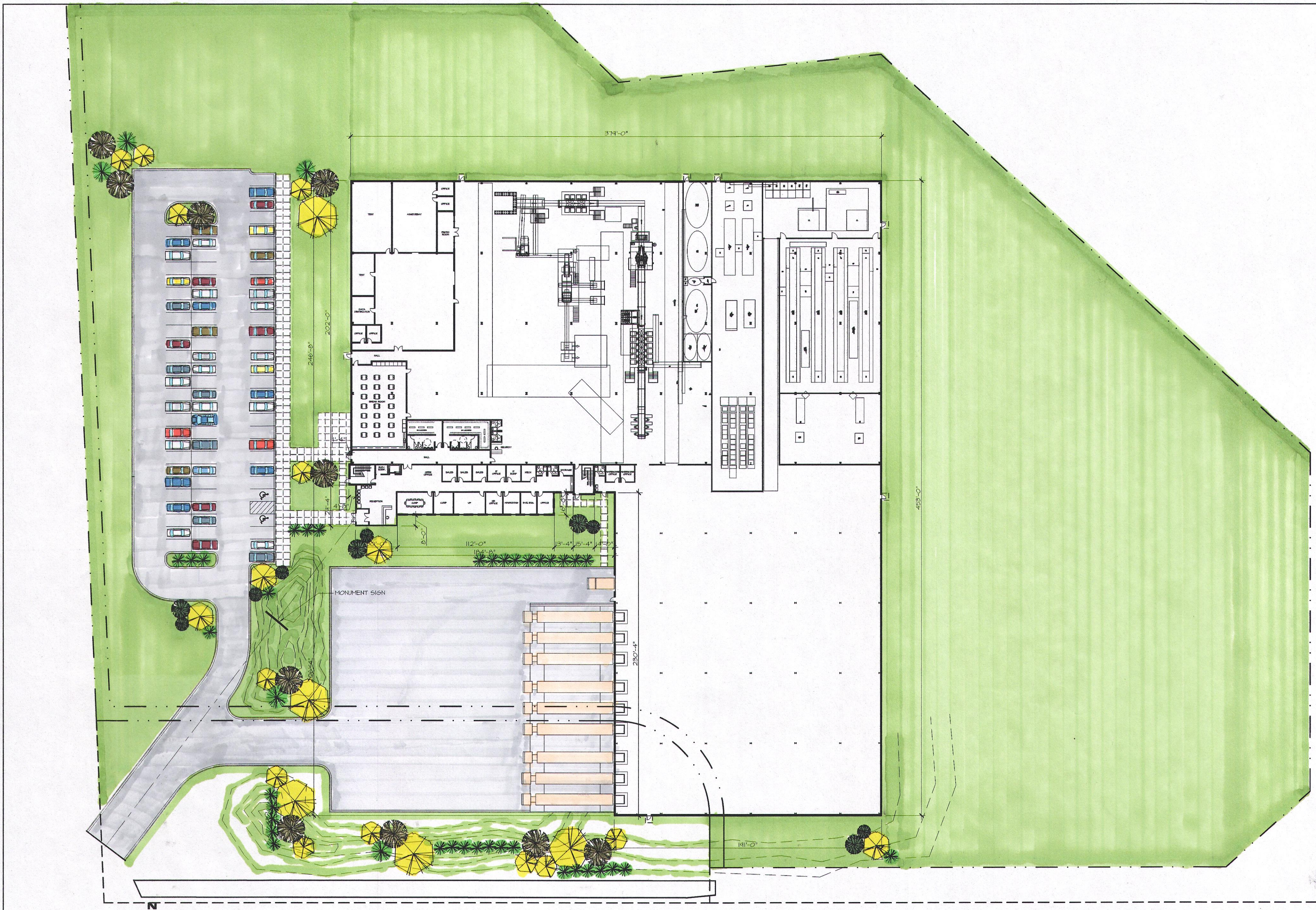


BENCHMARK TABLE	
BM 1	TOP NUT OF EXISTING FIRE HYDRANT LOCATED AT THE NORTHEAST QUADRANT OF INNOVATION DRIVE AND TECHNOLOGY DRIVE, ELEV. = 823.83
BM 2	TOP NUT OF EXISTING FIRE HYDRANT LOCATED ON THE NORTH SIDE OF INNOVATION DRIVE APPROXIMATELY 750' EAST OF BM 1, ELEV. = 828.68
BM 3	TOP NUT OF EXISTING FIRE HYDRANT LOCATED ON THE NORTH SIDE OF INNOVATION DRIVE APPROXIMATELY 500' EAST OF BM 2, ELEV. = 841.34
BM 4	TOP NUT OF EXISTING FIRE HYDRANT LOCATED ON THE NORTH SIDE OF INNOVATION DRIVE APPROXIMATELY 375' EAST OF BM 3, ELEV. = 853.47
BM 5	TOP NUT OF EXISTING FIRE HYDRANT LOCATED AT THE SOUTHWEST QUADRANT OF INNOVATION DRIVE AND HOWARD ROAD, ELEV. = 857.29
BM 6	RAILROAD SPIKE IN POWER POLE #71-4050 APPROXIMATELY 100' NORTH OF DRIVEWAY FOR ADDRESS N9552 HOWARD ROAD, ELEV. = 856.12
BM 7	RAILROAD SPIKE IN POWER POLE #71-4047 APPROXIMATELY 50' SOUTH OF DRIVEWAY FOR ADDRESS N9518 HOWARD ROAD, ELEV. = 860.32
BM 8	RAILROAD SPIKE IN POWER POLE #71-4043 APPROXIMATELY 150' NORTH OF DRIVEWAY FOR ADDRESS N9440 HOWARD ROAD, ELEV. = 846.56
BM 9	TOP NUT OF EXISTING FIRE HYDRANT LOCATED ON THE SOUTH SIDE OF BLUFF ROAD APPROXIMATELY 75' WEST INTERSECTION WITH HOWARD ROAD, ELEV. = 840.91

<b>OVERALL PROJECT MAP</b>	
WHITWATER UNIVERSITY TECHNOLOGY PARK CITY OF WHITEWATER, WISCONSIN WHITEWATER, WISCONSIN	
DATE: JUNE 2010 DES BY: BWH CHK BY: MAF	RECORD DRAWING BY: DATE: CONTRACTOR:
SHEET 5	
JOB NO. 128	

Item CS-22.





16 SITE PLAN  
SCALE: 1" = 30'-0"



JFrench and Associates, Inc.  
Architecture  
301 Heidel Road  
Thiensville, WI 53092  
ph. 414-234-0299

PROPOSED ADDITION TO:  
**DP ELECTRONIC  
RECYCLING, INC.**  
East Main Street  
Whitewater, WI

DATE	REV	ISSUE
11/6/15		City Review

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PROJECT NUMBER 15115  
DATE 11/6/2015  
DRAWN BY JCF  
CHECKED BY JCF  
SCALE

SP1.01

# STREET AND UTILITY CONSTRUCTION

FOR THE

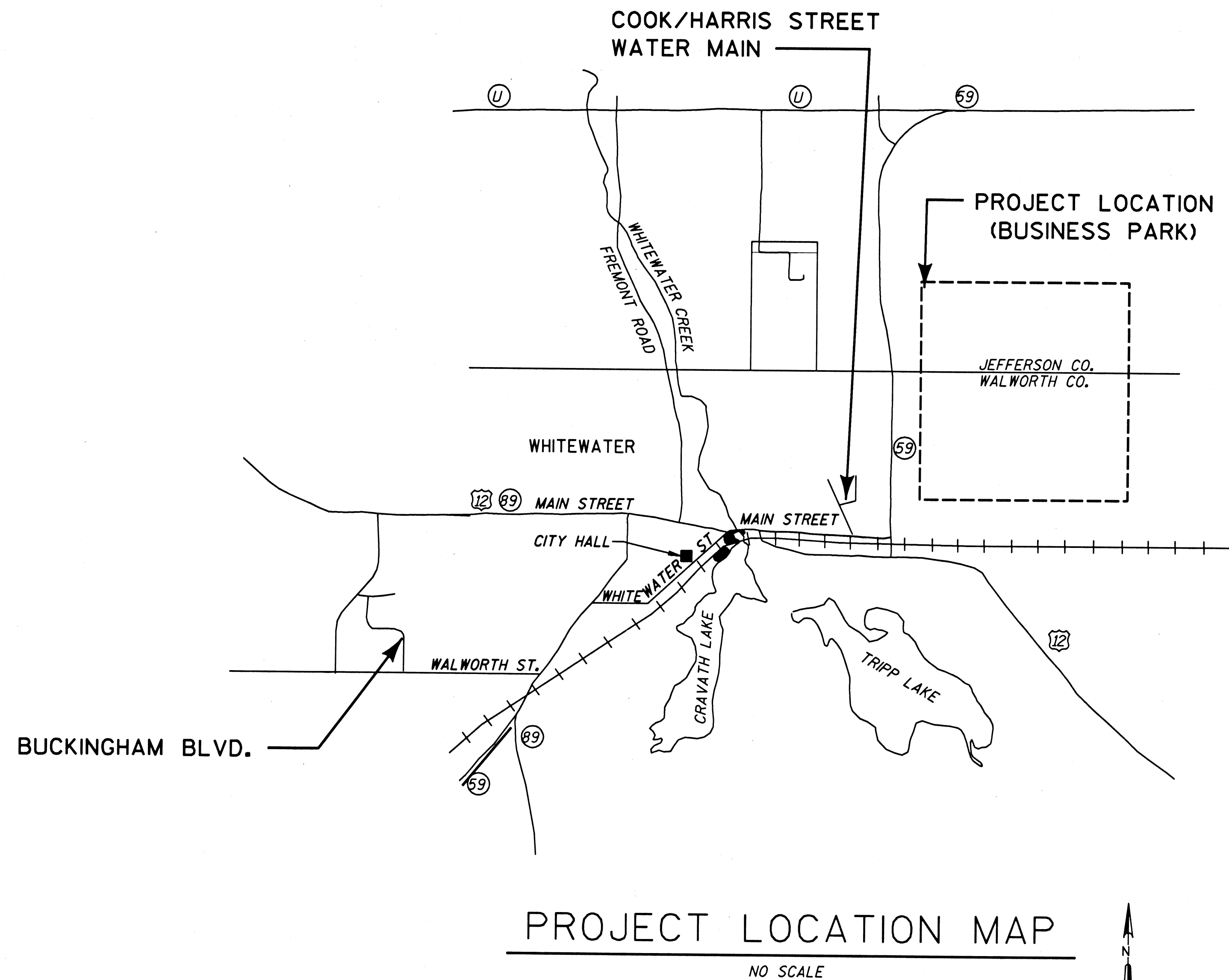
# CITY OF WHITEWATER, WISCONSIN

JEFFERSON\WALWORTH COUNTIES

JULY 1998

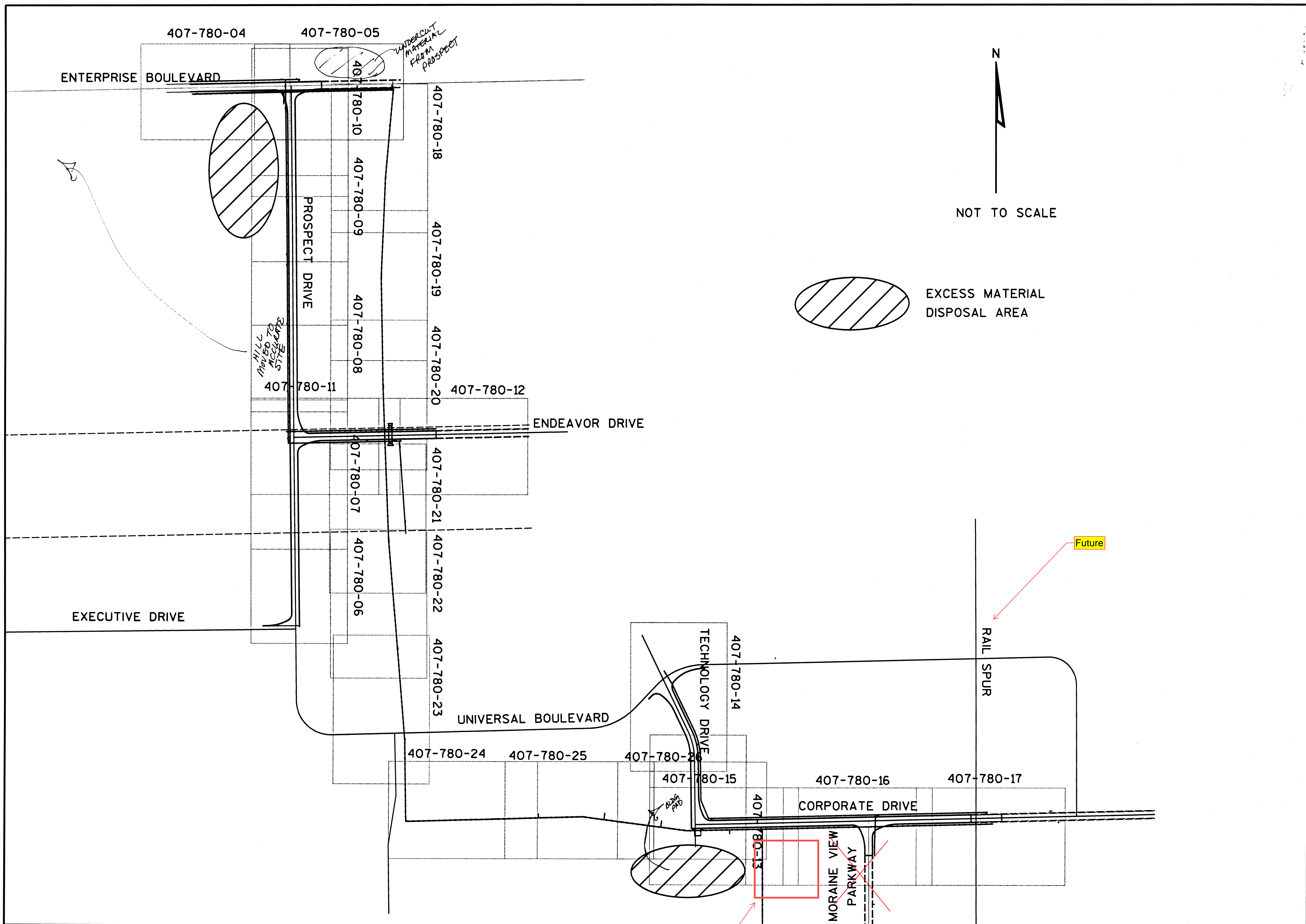
## STANDARD SYMBOLS

	AREA OF SITE		EXISTING CONTOUR LINES
	CORPORATE LIMITS		NEW CONTOUR LINES
	PROPERTY LINE AND/OR RIGHT OF WAY		EXISTING DEPRESSION
	RIGHT-OF-WAY MARKERS		TOP OF CUT OR BERM
	CONSTRUCTION EASEMENT ON SEWER AND WATER PLANS		SPOT ELEVATION
	PERMANENT EASEMENT ON SEWER AND WATER PLANS		FINISH SPOT ELEVATION
	SECTION LINE		EXISTING WATER MAIN AND VALVE MANHOLE
	CENTER LINE		NEW WATER MAIN AND VALVE MANHOLE
	SOIL BORING		EXISTING WATER MAIN AND VALVE IN ROAD BOX
	BENCH MARK		NEW WATER MAIN AND VALVE IN ROAD BOX
	PROPERTY STAKE		EXISTING WATER MAIN AND FIRE HYDRANT
	PRIVATE WELL		NEW WATER MAIN AND FIRE HYDRANT WITH AUXILIARY VALVE
	GAS PUMP		EXISTING SANITARY SEWER AND MANHOLE
	EXISTING UTILITY POLE		NEW SANITARY SEWER AND MANHOLE
	NEW UTILITY POLE		EXISTING STORM SEWER AND MANHOLE
	BURIED TELEPHONE CABLE PEDESTAL		NEW STORM SEWER AND MANHOLE
	PRIVATE WASTEWATER DISPOSAL SYSTEM VENT PIPE		EXISTING FORCE MAIN
	SIGN		NEW FORCE MAIN
	LIGHT POLE		VALVE MANHOLE ON FORCE MAIN
	OBJECTS TO BE REMOVED		AIR RELEASE VALVE IN MANHOLE
	DECIDUOUS TREE		WYE BRANCH
	CONIFEROUS TREE		RISER
	DECIDUOUS SHRUBS		MODIFIED RISER
	CONIFEROUS SHRUBS		CASING PIPE
	INTERMITTENT STREAM		TELEPHONE OR TV CABLE AND MANHOLE
	STREAM OR RIVER		GAS MAIN
	WETLAND AREA		UNDERGROUND ELECTRIC CABLE
	LAKE OR POND		EXISTING WATER MAIN, SEWER, MANHOLE, AND FORCE MAIN IN PROFILE
	TRAIL, LOGGING ROAD, ETC.		NEW WATER MAIN, SEWER, MANHOLE, AND FORCE MAIN IN PROFILE
	UNPAVED ROAD		EXISTING CULVERT IN PROFILE
	PAVED ROAD - FLEXIBLE PAVEMENT		NEW CULVERT IN PROFILE
	PAVED ROAD - RIGID PAVEMENT		NEW GRADE LINE
	RAILROAD - LARGE SCALE		SLOPE INTERCEPT
	RAILROAD - SMALL SCALE		ORIGINAL GROUND IN PROFILE
	BRIDGE		ROCK IN PROFILE
	EXISTING CULVERT		SURVEY OR REFERENCE LINE
	FENCE		POINT OF INTERSECTION
	GUARD RAIL		POINT ON REFERENCE LINE
	EXISTING CURB, GUTTER AND INLET		BUILDING IN PROFILE
	NEW CURB, GUTTER AND INLET		DIRECTION OF TRAFFIC
	REJECT CURB		NOTATION FOR COMBUSTIBLE FLUIDS
	TRANSITION CURB		
	BUILDING IN PLAN		



DNR SEWER APPROVAL  
NO. 98-1069

CONTRACT NO. 3-98



NO.	REVISION	BY	DATE	RECORD DRAWING

BY: WLL  
DATE: 7-24-00  
CONTRACTOR: GLOBS CON, INC  
CONSTRUCTED: 10/98-6/99  
NOTE:

SCALE: HOR. VERT.  
DATE: JULY 1998  
DES BY: JMD/CAK  
DWN BY: JMD/CAK  
CHK BY: RKS  
APP BY: RCE  
MAF

**STREET AND UTILITY CONSTRUCTION**  
SHEET INDEX MAP  
CITY OF WHITEWATER  
WALWORTH COUNTY, WISCONSIN

**STRAND**  
ENGINEERING  
180 WEST WINGRA DRIVE  
MADISON, WISCONSIN 53715  
1608/251-4845

DRAWING NO.  
**407-780-2.2A**

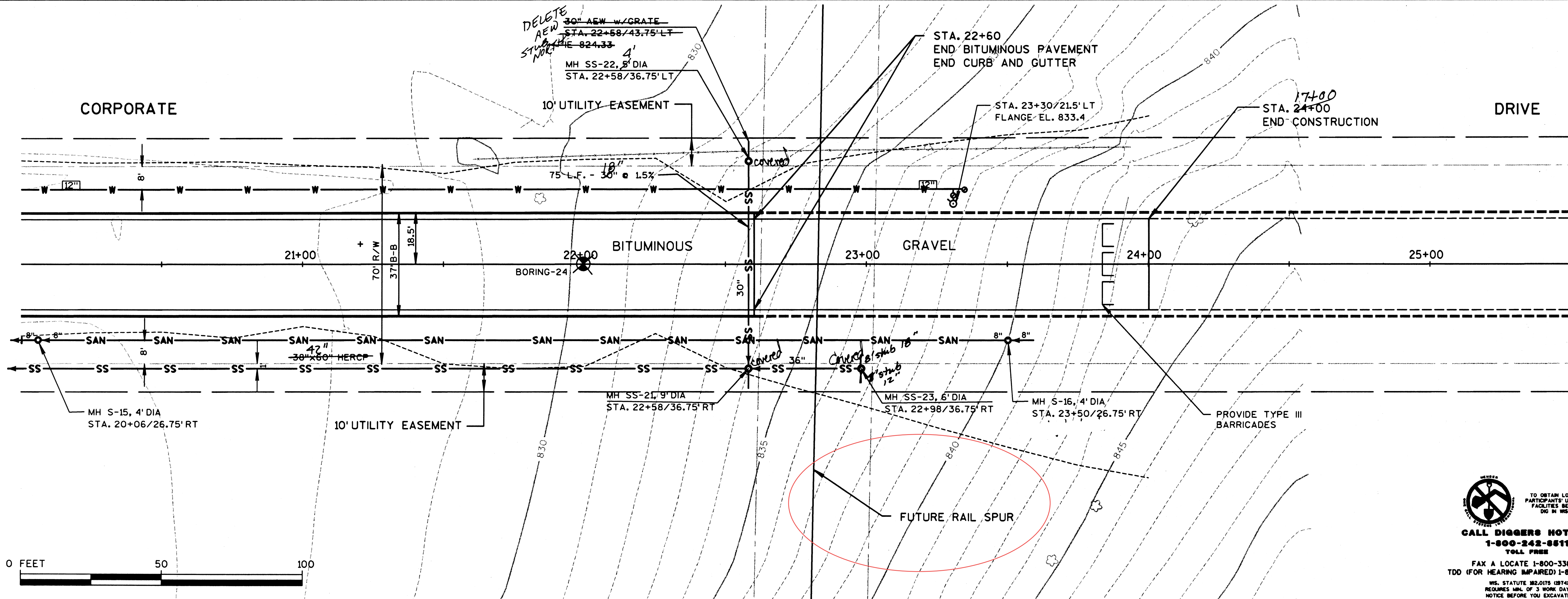
SHEET 3 OF 61

Innovation Center



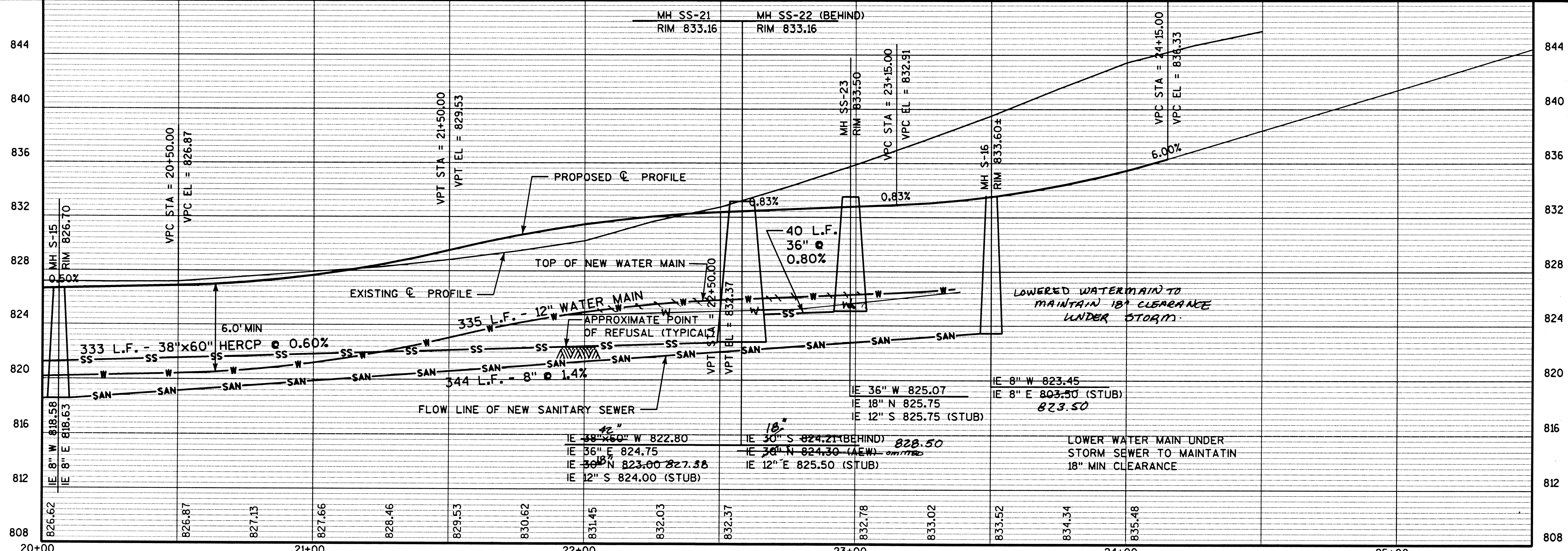
CORPORATE

DRIVE

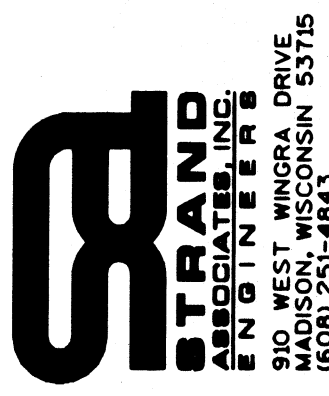


TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG BY WISCONSIN
   
**CALL DIGGERS HOTLINE**
  
**1-800-242-8811**
  
 TOLL FREE
   
 FAX A LOCATE 1-800-338-3860
   
 TOD (FOR HEARING IMPAIRED) 1-800-542-2289
   
WS. STATUTE 82.015 (874) REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.

RECORD DRAWING	BY: WLM	DATE: 1-24-00	CONTRACTOR: GLOBE	CONSTRUCTED: 10/98-6/99	NOTE:
BY DATE					
REVISION					
NO.					
DATE: JUNE 1998	MAF				
DES BY: JWD/CAK	CHK BY: RKS				
DWN BY: JWD/CAK	APP BY: HRE				
PRINTED:					



**STREET AND UTILITY CONSTRUCTION**  
 CORPORATE DRIVE  
 CITY OF WHITEWATER  
 WALWORTH COUNTY, WISCONSIN



DRAWING NO.  
**407-780-17**