Community Development Authority
Board of Directors

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

Thursday, September 17, 2026 - 5:30 PM

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

Microsoft Teams meeting

Join:https://teams.microsoft.com/meet/241783468097966?p=EfZwMCMSwiXFNMOLrF

Passcode: Pr34Fd9f

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

CONFLICT OF INTEREST

Would any board member wish to declare any known Conflict of Interest with the items presented on today's CDA Board Agenda?

GOOD GOVERNANCE MANUAL

Below is a link to the City of Whitewater's Governance Manual. This document serves as our central guide for operational excellence, outlining our commitment to accountability, transparency, and strategic oversight.

https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:752ce1fc-c064-472c-a784-75e9dd11d771

Please feel free to refer to this manual often.

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

CONSENT AGENDA

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

1. August meeting minutes
2. City Budget Expansion Information
3. RFP for CDA-owned Commercial Lot on Bluff Rd
4. Community Development Initiative Grant Update - Bowers House
5. USDA Rural Business Development Grant Update
6. August Financials
7. August Dashboard

HEARING OF CITIZEN COMMENTS

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

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

CONSIDERATIONS / DISCUSSIONS / REPORTS

8. Review and Possible Action: Certified Sites application for Howard Road parcel
9. Review and Possible Action: Slipstream Update

FUTURE AGENDA ITEMS

November Meeting will be at the Innovation Center

ADJOURNMENT

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

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

Community Development Authority Board of Directors

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

Thursday, August 20, 2026 - 5:30 PM

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

Please 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.

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/247432430449877?p=v61x6AiBkWXow4ME54
Meeting ID: 247 432 430 449 877
Passcode: j2JL23Xc
Need help? | System reference
Dial in by phone
+1 929-229-5663,,963450269# United States, New York City
Find a local number
Phone conference ID: 963 450 269#
For organizers: Meeting options | Reset dial-in PIN

MINUTES

CALL TO ORDER

The meeting was called to order at 5:30 p.m.

ROLL CALL

PRESENT
Board Member Thayer Coburn
Board Member Jon Kachel
Board Member Kelsey Price
Board Member Christ Christon
Council Representative Michael Smith
Council Representative Orin Artsmith

ABSENT
Board Member Joseph Kromholz

CITY STAFF
Mason Becker, Community Development Director
Ashwini Rao, Economic Development Coordinator

OTHER
Holly Barnett, Stellar Vintage
Larry Kachel, 16800 West Greenfield Avenue, Suite 350, Brookfield, WI 53005
Kevin Graff, K.A Graff and Sons

CONFLICT OF INTEREST

Would any board member wish to declare any known Conflict of Interest with the items presented on today's CDA Board Agenda?

None

GOOD GOVERNANCE MANUAL

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https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:752ce1fc-c064-472c-a784-75e9dd11d771

Please feel free to refer to this manual often.

The Board and public were reminded that the City's Good Governance Manual is available as a guide to accountability, transparency, strategic oversight, and operational excellence.

APPROVAL OF AGENDA
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Motion made to approve the August 20, 2026 agenda as presented by Council Representative Artsmith. Seconded by Board Member Price.

Voting Yea: Board Member Coburn, Board Member Kachel, Board Member Price, Board Member Christon, Council Representative Smith, Council Representative Artsmith

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

In response to a Board question, staff reported that the Common Council had adopted a resolution opposing proposed BECI transmission-line routes through the City boundary or planned growth areas. Staff transmitted the resolution to relevant officials and entities and planned to attend a project open house. Staff explained that the two preliminary route alternatives would affect areas associated with inactive tax increment districts and future economic-development growth.

Motion made by Council Representative Artsmith, Seconded by Council Representative Smith.
Voting Yea: Board Member Coburn, Board Member Kachel, Board Member Price, Board Member Christon, Council Representative Smith, Council Representative Artsmith

1. July meeting minutes
2. June/ July Financials
3. July dashboard
4. Condo viability in Whitewater
5. Jefferson St Redevelopment and Market Recap
6. Downtown Activation Initiative Status Update
7. BECI Transmission Line Project

HEARING OF CITIZEN COMMENTS

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

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

None

CONSIDERATIONS / DISCUSSIONS / REPORTS

8. Discussion and possible action: Down Payment Assistance Loan Request.

   Staff presented a request for $25,000 in down payment assistance for the purchase of 136 N. Jefferson Street. The purchase price was reported as $235,000. The Board discussed the property's proximity to the proposed Jefferson Street redevelopment and noted that the applicant's offer acknowledged the potential adjacent development. Staff stated that the residence was not included in the developer's current acquisition proposal.

   Motion made by Council Representative Smith, Seconded by Council Representative Artsmith.

   Voting Yea: Board Member Coburn, Board Member Kachel, Board Member Price, Board Member Christon, Council Representative Smith, Council Representative Artsmith

9. Discussion and possible action: CDA Loan - Stellar Vintage.

Staff presented Stellar Vintage's request for a $70,500 CDA loan as part of a larger financing package that included financing from First Citizens State Bank. The applicants intend to continue operating the retail business on the ground floor of 112 S. First Street and use the upper-floor apartment as their primary residence. Staff explained that the requested amount had increased after additional property work was identified, that the revised amount remained within an acceptable lending threshold, and that the CDA loan fund had sufficient available funds. In response to a question, the applicants stated that a suitable alternative location was not available in Whitewater and that they might relocate the business to another community if they could not purchase the building.

Motion made by Council Representative Artsmith, Seconded by Board Member Price.

Voting Yea: Board Member Coburn, Board Member Kachel, Board Member Price, Board Member Christon, Council Representative Smith, Council Representative Artsmith

10. Discussion and Possible action: Eminent DC Offer to Purchase CDA-owned property located at corner of E Main St and Jefferson St.

Staff reviewed Eminent Development Corporation's offer to purchase the CDA-owned redevelopment site at the corner of E. Main and Jefferson Streets for $1. The proposed project includes ground-floor commercial space and approximately 45 upper-floor residential units. The offer provides for a 12-month post-closing construction-commencement deadline and gives the CDA the option to reacquire the property for $1 if construction does not begin within that period. A future development agreement and any tax increment financing assistance would return to the CDA and Common Council for separate review and approval.

Staff clarified that prior public investment in acquisition, demolition, and environmental review totaled approximately $222,000 and could potentially be recovered over time from project-generated tax increment. Board members discussed the proposed project's housing and commercial-market assumptions, the amount of possible public assistance, and the future development-agreement process. Staff stated that the developer had indicated willingness to use a pay-as-you-go TIF structure and that a 25% assistance request would be outside the range staff would recommend. Approval of the offer would allow due diligence and project development to proceed without committing the CDA to a future assistance amount.

Motion: To approve the sale of the CDA-owned redevelopment site at E. Main and Jefferson Streets to Eminent Development Corporation under the offer-to-purchase terms presented.Motion made by Board Member Coburn, Seconded by Council Representative Artsmith.

Voting Yea: Board Member Coburn, Board Member Price, Board Member Christon, Council Representative Artsmith
Voting Nay: Council Representative Smith
Voting Abstaining: Board Member Kachel

11. Discussion and possible action: K.A Graf Offer to Purchase Lot 7B located in the Whitewater Business Park.

Staff presented K.A. Graf & Sons' offer to purchase Lot 7B in the Whitewater Business Park at $10,000 per acre. The earthmoving and excavation business proposes one or two buildings and would bring existing jobs to Whitewater, with the potential for future employment growth. No other City financial incentives were requested. Staff noted that the Plan and Architectural Review Commission had recommended approval and the Common Council had accepted the offer.

Kevin Graf explained that the irregularly shaped parcel meets the company's space needs. The initial building would include office space and indoor storage and maintenance areas for heavy equipment, with the possibility of a second building later. During public comment on the item, a resident spoke in support of the project and its job and tax-base benefits. Staff clarified that the property is within TID 11 but that no TIF assistance is requested; added increment could help retire the district after existing obligations are paid.

Motion: To approve K.A. Graf & Sons' offer to purchase Lot 7B in the Whitewater Business Park at $10,000 per acre. Motion made by Council Representative Smith, Seconded by Council Representative Artsmith.
Voting Yea: Board Member Coburn, Board Member Kachel, Board Member Price, Board Member Christon, Council Representative Smith, Council Representative Artsmith

EXECUTIVE SESSION
Adjourn to Closed Session, TO RECONVENE, pursuant to Wisconsin Statutes 19.85(1)(e) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Items to be discussed:

The Board did not enter closed session because it had completed action on the K.A. Graf offer in open session.

FUTURE AGENDA ITEMS

Update on Slipstream LLC loan and case status

ADJOURNMENT

Motion made by Council Representative Artsmith, Seconded by Board Member Price.
Voting Yea: Board Member Coburn, Board Member Kachel, Board Member Price, Board Member Christon, Council Representative Smith, Council Representative Artsmith

City of WHITEWATER	Community Development Authority
Meeting Date:	September 17, 2026
Agenda Item:	Memo re City Budget Claims
Staff Contact (name, email, phone):	Mason Becker, mbecker@whitewater-wi.gov, 262.443.4458

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

The following information was provided by the City's Finance Director, who also presented it at a recent Common Council meeting, in response to a statement made at the August CDA board meeting and other related statements that were circulating in the community. It is being shared here for CDA board awareness.

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

- This information was presented at the September 1, 2026 Common Council meeting

FINANCIAL IMPACT
(If none, state N/A)

- N/A

STAFF RECOMMENDATION

- None. This information is provided for reference only.

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

- Memo and PowerPoint presentation from City Finance Department

City of WHITEWATER
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Did the City budget grow from $25 million to $50 million?

A claim circulating in the community, what the $50 million figure actually measures, and what taxpayers pay

Common Council | September 2026
Rachelle Blitch, Finance & Administrative Services Director
John S. Weidl, City Manager

Two very different numbers

$49.5 million

The total of all 44 City accounting funds, including utilities, construction, and transfers counted in two funds

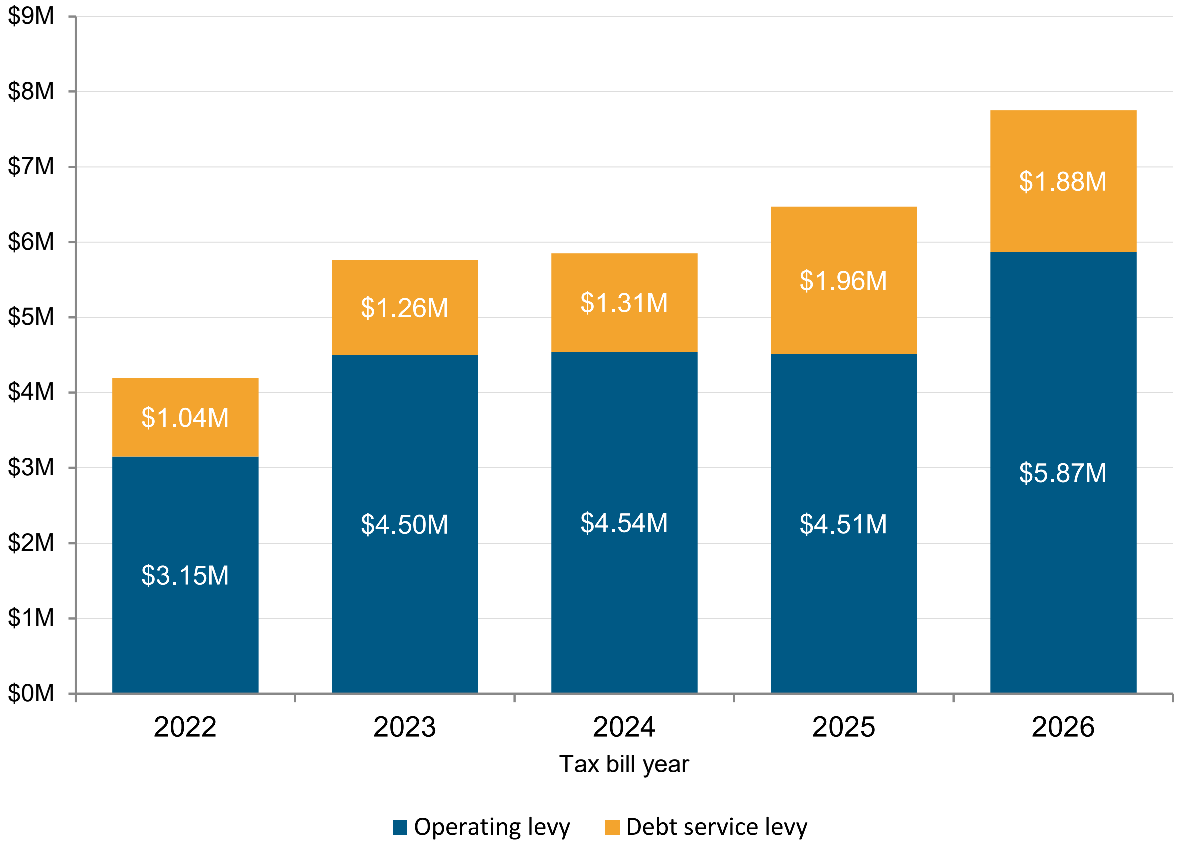
$7.7 million

The City property tax levy: what property owners actually pay for City government

The $25M to $50M claim uses the first number. Taxpayers pay the second. Most of the gap is water, sewer, and stormwater construction paid by ratepayers and bonds, plus one-time capital projects. The same budget already shows the all-funds total falling to $38.4 million in 2027 as those projects finish.

Adopted 2026-2027 Budget, pp. 4, 9, 46, 48, 49, 52, 53, 59

The City levy, year by year



$4.2M to $7.7M

2022 to 2026 tax bills

Operating levy moved twice

- 2023: Fire/EMS referendum ($1.1M)
- 2026: April 2025 public safety referendum ($1.3M)

Outside those two years, it moved less than $51K in any year

- State levy limits hold growth to net new construction, $25K to $51K a year; a closing TID returned $219K in budget year 2023

Debt levy: about $833K

- Most of the non-referendum increase; Council's capital borrowing for roads, facilities, and equipment, documented in the CIP

Adopted 2026-2027 Budget, pp. 4, 9, 46, 48, 49, 52, 53, 59

Every operating levy increase went to the voters

Tax bill	Total City levy	Change	What changed	Who decided
2022	$4.20M		Base year	
2023	$5.76M	+$1.56M	Fire/EMS referendum ($1.1M) for consolidation; TID closure and NNC (+$244K)	**Voters**
2024	$5.85M	+$0.10M	Net new construction only	Levy limit
2025	$6.46M	+$0.61M	Debt service step for capital projects	Council (CIP)
2026	$7.74M	+$1.28M	Public safety referendum (+$1.3M); NNC +$51K; debt levy down $73K	**Voters**

2026 referendum funds five police officers, one dispatcher, and two firefighter/EMTs (Budget pp. 4, 7).

Adopted 2026-2027 Budget, pp. 4, 9, 46, 48, 49, 52, 53, 59

The tax rate tells the same story

$6.36

City rate per $1,000, 2022 tax bill

$7.52

City rate per $1,000, 2026 tax bill, both referenda included

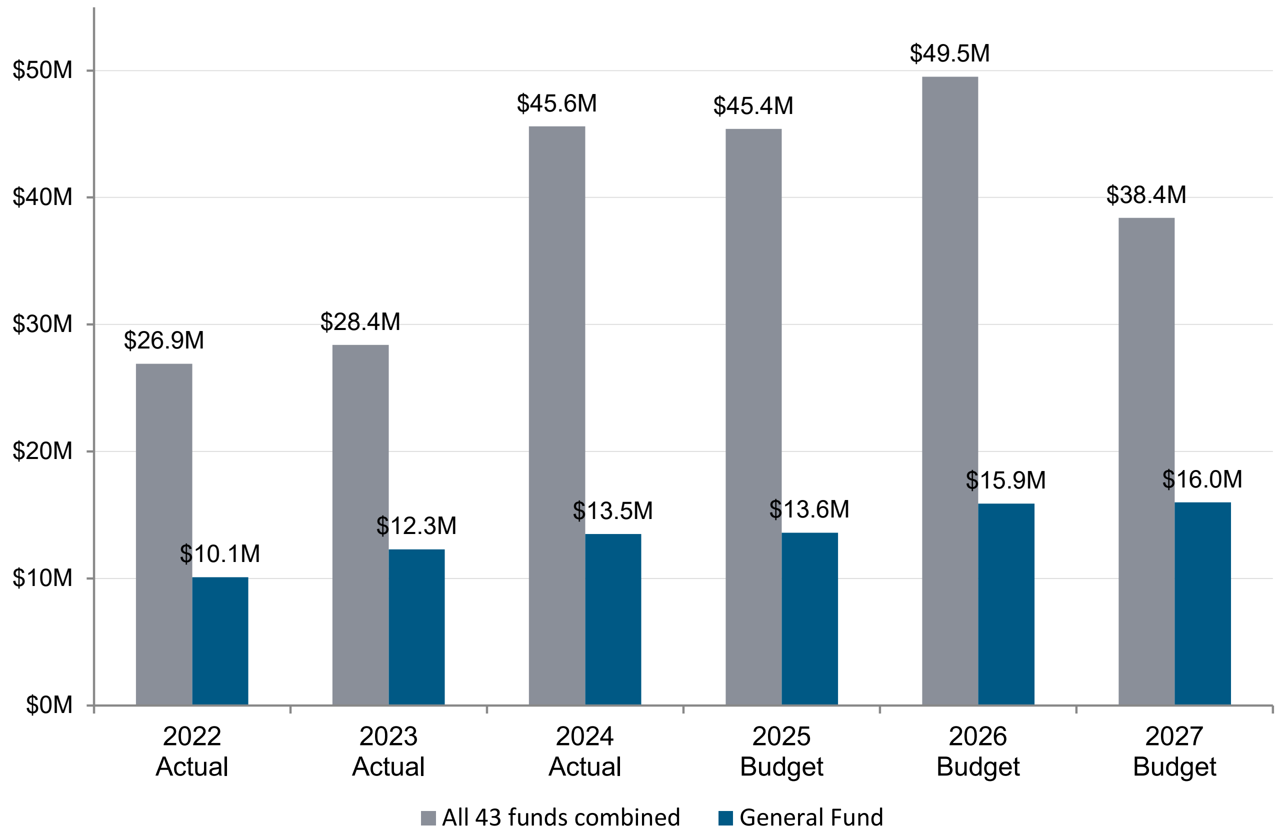
+18%

Rate change over four years while equalized value grew 47%

The City is one of four jurisdictions on the bill. The school district, county, and technical college levy the balance. No reading of the City levy or the City rate produces a doubling, or anything close to it.

Adopted 2026-2027 Budget, pp. 4, 9, 46, 48, 49, 52, 53, 59

Where the $25 million to $50 million comes from



The grey bars

Page 48 adds up all 44 accounting funds. Taking 2022 or 2023 as the base and 2026 as the endpoint gives $25M to $50M.

The blue bars

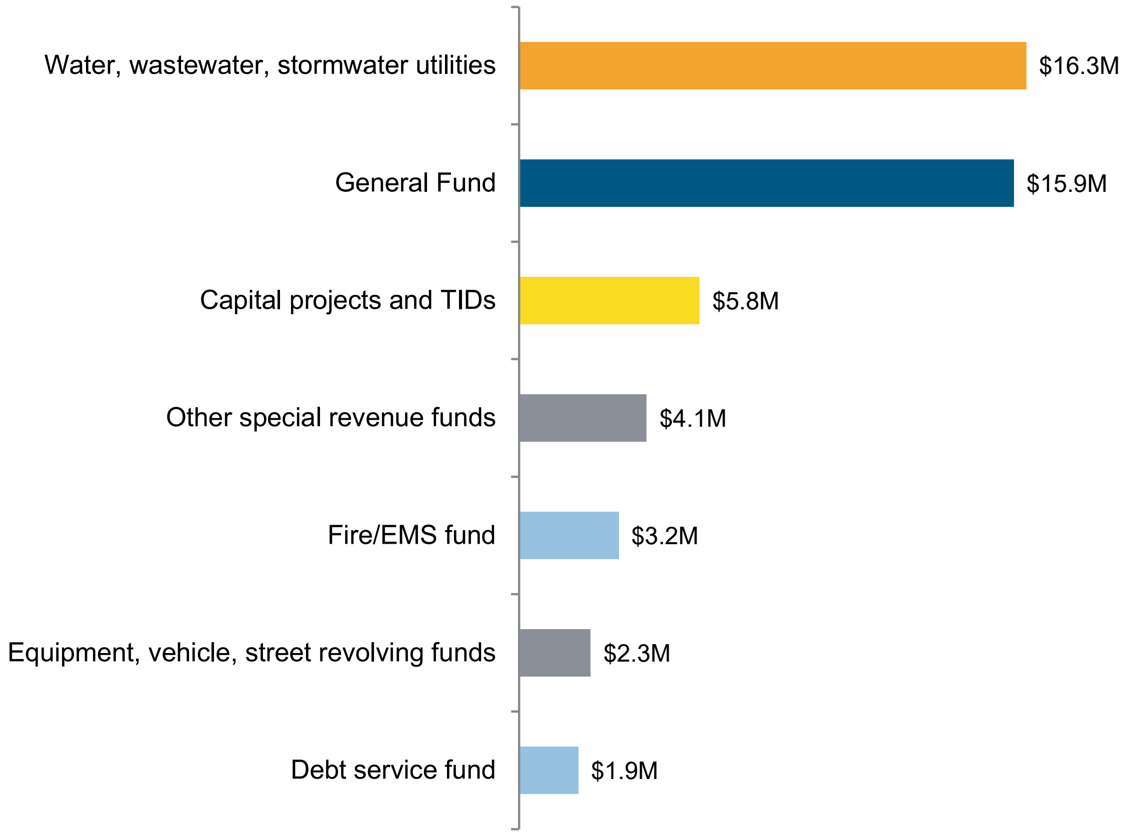
The General Fund is what the levy supports. It grew $5.8M, almost all of it the two referenda and higher State shared revenue.

2027

The all-funds total drops $11M as utility and capital projects finish. That is a construction cycle, not a spending level.

Adopted 2026-2027 Budget, pp. 4, 9, 46, 48, 49, 52, 53, 59

What is inside the $49.5 million (2026)



Paid by ratepayers and bonds
Plant and pipe construction funded by utility bills, not the levy (p. 4).

Borrowing and tax increment
One-time projects; $5.3M in 2026, $1.3M in 2027.

Funded by the levy
The General Fund is the only line tied to property taxes.

Counted twice
About $5.3M moves from the General Fund into Fire/EMS, debt service, and revolving funds and is counted again there (p. 59).

Adopted 2026-2027 Budget, pp. 4, 9, 46, 48, 49, 52, 53, 59

Summary

1. What taxpayers pay is the levy: $4.2M to $7.7M over four years. Budget p. 52

2. Of the $3.5M levy increase, $2.4M was approved by voters at the ballot box, all of it for public safety: Fire/EMS in 2023, police, dispatch, and firefighter/EMTs in 2026. Budget pp. 4, 9, 52

3. The remainder was adopted by Council through the annual budget: $833K in CIP borrowing, $219K returned by a closing TID, and $84K in net new construction. Budget pp. 4, 9

4. The $50M figure adds up all 44 funds, including ratepayer-funded utilities and one-time construction, and counts $5M of transfers in two funds. Budget pp. 48, 59

5. The same document shows that total falling to $38M next year as the projects finish. Budget p. 48

Beginning with the 2027-2028 budget, the Budget Message will include a one-page summary that leads with the levy and nets out transfers.

City of WHITEWATER
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Office of the City Manager

MEMORANDUM

TO: Common Council

FROM: Rachelle Blitch, Finance & Administrative Services Director and John S. Weidl, City Manager

DATE: September 1, 2026

RE: Claim that the City budget has grown from $25 million to $50 million

Purpose

A claim is circulating in the community that the City budget has grown from roughly $25 million a few years ago to $50 million today. Council and committee members have been asked about it. This memo starts with the number that directly impacts taxpayers, the City property tax levy, and walks it year by year. It then explains where the $50 million figure comes from and why it does not measure what Whitewater taxpayers pay for City services. Every figure is taken directly from the Adopted 2026-2027 Budget, with page references so that anyone can verify it independently.

Bottom line

- **The City levy went from $4.20 million to $7.74 million between the 2022 and 2026 tax bills** (p. 52). The levy is made up of two components; the operational levy and the debt service levy. The operating portion of the levy moved from $3,154,970 in 2022, to $5,864,269 in those four years, showing an increase of $2,709,299 of which $2,405,702 were voter-approved referenda. The closure of a TID in 2022 resulted in an increase of $219,353 to the operational levy. Aside from the referenda and TID closure, the operating levy increase was minimal: $25,426 in 2023, $38,909 in 2024, $50,836 in 2026, and a decrease of $30,926 in 2025. The small incremental increases in the operational levy are a result of the City's net new construction.
- **Of the $3.5 million increase in the City levy since 2022,** $2.4 million or two-thirds of the entire levy increase (nearly 90% of operating increase), was approved directly by voters at the ballot box, all of it for public safety; $1.1 million for Fire/EMS in 2023, and $1.3 million in 2026 for police, dispatch and Fire/EMS. The remainder was adopted by Council through the annual budget with the debt levy for capital projects documented in the CIP.
- **The debt service levy,** rose from $1.04 million to $1.88 million, with the step landing in 2025 (pp. 56). That is Council's capital borrowing for roads, facilities, and equipment. It represents approximately $833,000 of the total levy's increase, it is documented in the CIP, and it is most of the non-referendum story.

- **The "$50 million" is the grand total of all 44 City funds** (p. 48). It includes water, sewer, and stormwater utility construction paid by ratepayers and bonds, one-time capital projects, tax increment districts, and about $5.3 million of internal transfers that are counted twice. The same table shows the total falling to $38.4 million in 2027 because the utility and capital projects are finishing.

1. What taxpayers actually pay: the City levy, year by year

The property tax levy is the only number in the budget that is literally the cost of City government to property owners. The Adopted Budget reports the City levy (TID out) for every year since 2014 on page 52, and the split between the operating levy and the debt service levy as tax rates on page 9. Applying those rates to equalized value (p. 53) gives the dollar amounts below, which reconcile to the $5,864,269 general levy on page 4 and to the $1,895,130 debt service levy on page 48.

Tax bill	Operating levy	Debt service levy	Total City levy	Change	What changed
2022	$3.15M	$1.04M	$4.20M		Base year
2023	$4.50M	$1.26M	$5.76M	+$1.1M +$244K	Fire/EMS referendum for consolidation; TID closure & NNC
2024	$4.54M	$1.31M	$5.85M	+$39K	Net new construction only
2025	$4.51M	$1.95M	$6.46M	+$0.61M	Debt service step; operating levy decreased $31K
2026	$5.86M	$1.88M	$7.74M	+$1.28M	April 2025 referendum (+$1.3M operating); debt levy down $73K; $51K NNC

Sources: City levy, TID out, p. 52; operating and debt levy rates, p. 9; equalized value, p. 53; 2026 general levy and debt levy change, p. 4.

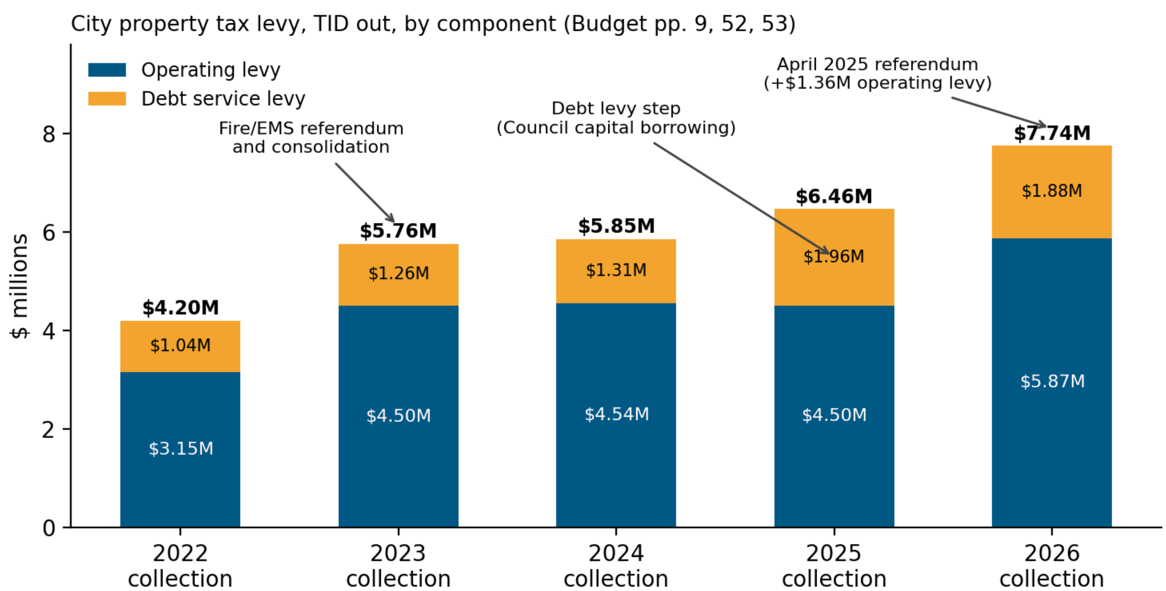

Figure 1. City property tax levy by component, 2022 through 2026 tax bills. Sources: Budget pp. 9, 52, 53.

Operating levy. Wisconsin's levy limit confines operating levy growth to the percentage of net new construction unless voters approve more. Whitewater's net new construction has run below 1 percent of equalized value in most recent years (p. 54), which means the allowable annual increase has been on the order of $25,000 to $51,000. The table shows exactly that: outside the two referendum years, the operating levy moved by less than $50,000, rising slightly in 2024 and falling slightly in 2025. (The rates on page 9 are published to the cent, so dollar figures derived from them carry a tolerance of roughly $5,000.) The 2023 step reflects the first referendum and the absorption of Fire/EMS as a City department (p. 22). The 2026 step is the April 2025 referendum, which added $1,305,702 to the general levy (p. 4) to fund five police officers, one dispatcher, and two firefighter/EMTs (p. 7) and the remaining $50,836 was due to net new construction. Every dollar of operating levy growth beyond net new construction was placed on a ballot and approved.

Debt service levy. The debt levy funds principal and interest on general obligation borrowing for capital projects not related to utilities or tax increment districts (p. 4). It rose from $1.04 million in 2022 to $1.95 million in 2025 and $1.88 million in 2026. This is the one component of the levy that increased without a referendum. It reflects Council's decisions to finance deferred capital projects through the Capital Improvement Plan (p. 7), and it decreased by $73,242 in the 2026 budget (p. 4).

2. The tax rate

The City tax rate, which is what appears on a bill, was $6.36 per $1,000 of equalized value on the 2022 tax bill (Walworth County) and is $7.52 on the 2026 bill (p. 52), or $7.54 combined across both counties (p. 49). **That is an 18 percent increase over four years, during which equalized value (TID Out) grew 47 percent**, from $705 million to $1.04 billion (pp. 9, 53). Both referenda are in that rate. The City is one of four taxing jurisdictions on the bill; the school district, county, and technical college levy the balance (p. 49). No reading of the levy or the rate produces a doubling, or anything close to it.

3. Where the $25 million to $50 million figure comes from

The Adopted Budget publishes a table titled "Expenditures by Fund, All Funds" on page 48. It lists every one of the City's 44 accounting funds and sums them. The bottom line of that table is the source of the claim:

Year	All 43 funds combined	General Fund only
2022 Actual	$26,853,553	$10,064,668
2023 Actual	$28,429,251	$12,311,799
2024 Actual	$45,553,266	$13,533,307
2025 Adopted	$45,358,483	$13,572,202
2026 Adopted	$49,474,397	$15,889,149
2027 Adopted	$38,392,250	$15,995,979

Source: Adopted 2026-2027 Budget, "Expenditures by Fund, All Funds," p. 48.

Taking 2022 or 2023 as the base year and 2026 as the end point produces $25 million to $50 million. That is the whole derivation. It requires ignoring the right-hand 2027 column, and treating a consolidated accounting total as though it were a tax bill.

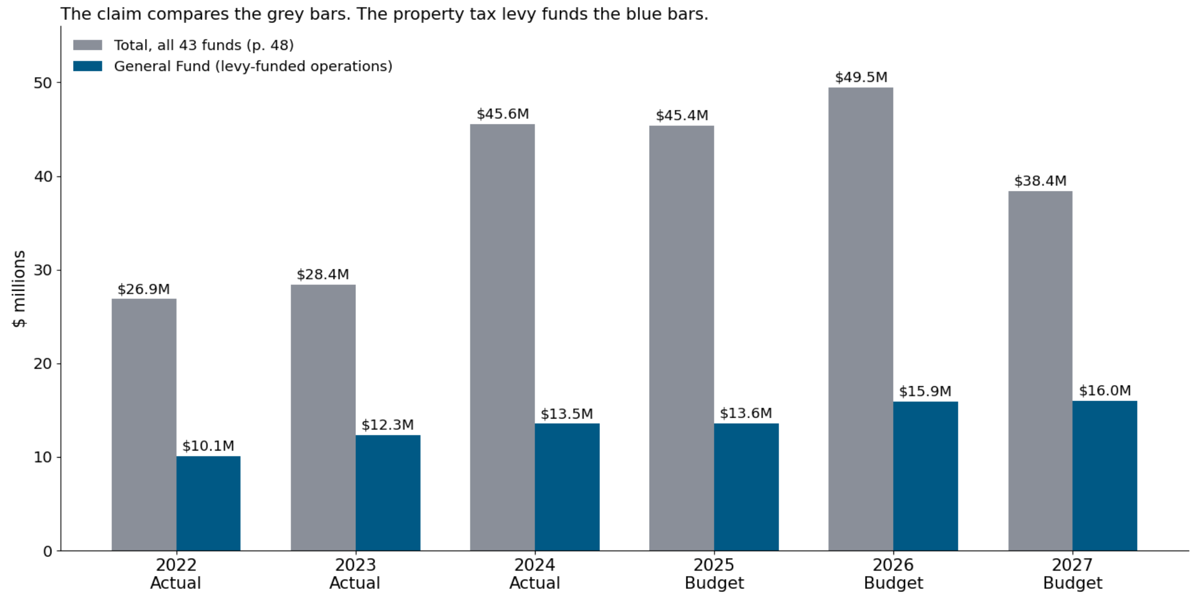

Figure 2. All-funds total versus General Fund, 2022 through 2027. Source: Budget p. 48.

4. What the all-funds total actually contains

Municipal budgets in Wisconsin are organized by fund, and each fund has its own revenue source. Adding them together produces a number that is useful for accountants and auditors and nearly meaningless as a measure of the tax burden. Figure 3 breaks the total apart by year.

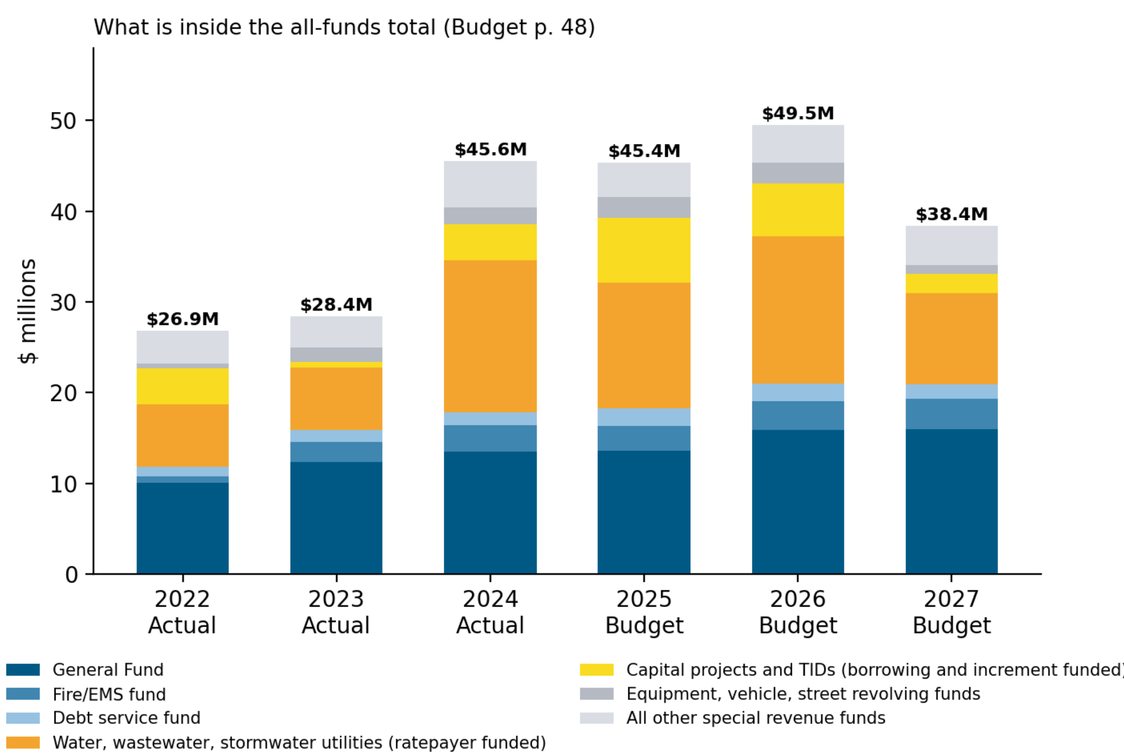

Figure 3. Composition of the all-funds total. Source: Budget p. 48; fund types per the legend on pp. 46 and 48.

Utilities (orange). Water, wastewater, and stormwater are enterprise funds paid for by utility bills and utility revenue bonds. The Budget Message states plainly that "Utilities and Tax Increment Districts support the repayment of their related debt from utility billing and Tax Increment revenue and do not receive support from property taxes" (p. 4). These three funds went from $6.9 million in 2022 to $16.3 million in 2026, then fall to $10.0 million in 2027 (p. 48). Enterprise funds (such as water, wastewater, and stormwater) function like self-supported businesses, so they use full accrual accounting. As a result, capital project costs shown in the budget are not treated as current-year expenses. Instead, those costs are capitalized as assets and depreciated over their useful lives. This difference can make it challenging to compare prior-year expenditures to the current-year budget.

Capital projects and TIDs (yellow). The capital projects fund is $5.3 million in 2026 and $1.3 million in 2027 (p. 48). Tax increment districts are funded by increment, not the general levy (p. 4). These figures are lumpy by design; the TID capital funds were $0.2 million in 2022 and $0.47 million in the 2026 budget.

Internal transfers counted twice (inside the blue and grey segments). The General Fund transfers money to the Fire/EMS fund, the debt service fund, and the equipment and vehicle revolving funds. In 2026 those transfers total $5,292,752 (p. 59: Transfers to Other Funds $1,750,000; Transfer to Debt Service $1,879,330; Transfer to Fire Department $1,662,922; other $500). Each dollar appears once as a General Fund expenditure and again when the receiving fund spends it. **The all-funds total therefore overstates actual spending by more than $5 million in 2026 and by $2.6 million in 2022**. Netting transfers, the real all-funds figures are approximately $24.3 million in 2022 and $44.2 million in 2026.

Fire/EMS fund. Whitewater Fire/EMS became a City department on July 31, 2022 (p. 22). The 2022 column therefore carries only five months of Fire/EMS activity ($0.7 million); a full year is $2.3 million to $3.2 million (p. 48). Anyone using 2022 as a base year is comparing a partial-year organization to a full-year one.

5. Reconciling the $22.6 million difference

Figure 4 walks from the 2022 actual to the 2026 budget by category. Every bar ties to page 48.

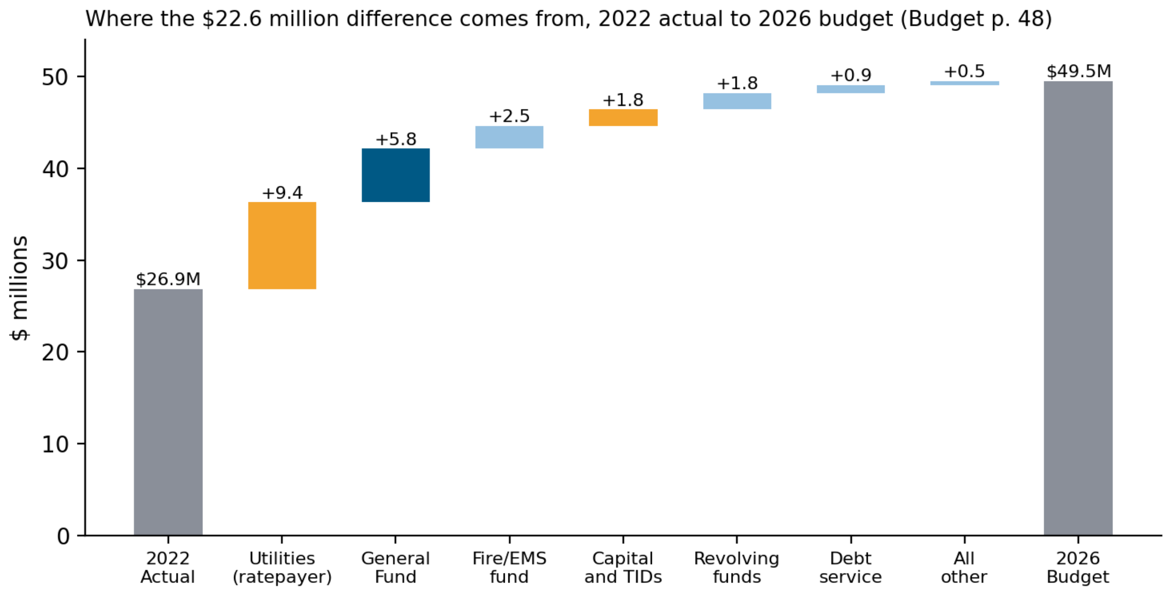

Figure 4. Drivers of the change in the all-funds total, 2022 actual to 2026 adopted. Source: Budget p. 48.

Driver	Change, 2022 to 2026	Funded by
Water, wastewater, stormwater utilities	+$9.4M	Utility rates and revenue bonds
General Fund (see Section 6)	+$5.8M	Levy, State aid, permits, interest
Fire/EMS fund (partial year in 2022)	+$2.5M	Largely a General Fund transfer; double counted
Capital projects and TIDs	+$1.8M	Borrowing and tax increment
Equipment, vehicle, street revolving funds	+$1.8M	Largely General Fund transfers; double counted
Debt service fund	+$0.9M	Debt levy; also a General Fund transfer
All other special revenue funds	+$0.5M	Fees, grants, program revenue
Total	**+$22.6M**	

Source: Budget p. 48; transfer detail p. 59.

Of the $22.6 million, about $9.4 million is utility and its capital construction with no levy connection, and $5.8 million is the General Fund itself which includes two approved referenda totaling $2.4 million. The balance is growth in Fire/EMS, revolving funds, capital projects and special revenue activity funded by those funds' own revenues. The General Fund is the portion most relevant to taxpayers, and it is addressed next.

6. The General Fund: what actually changed

On the revenue side, the General Fund grew from $10.4 million to $15.9 million, an increase of $5.5 million (p. 46). Figure 5 shows where that revenue came from.

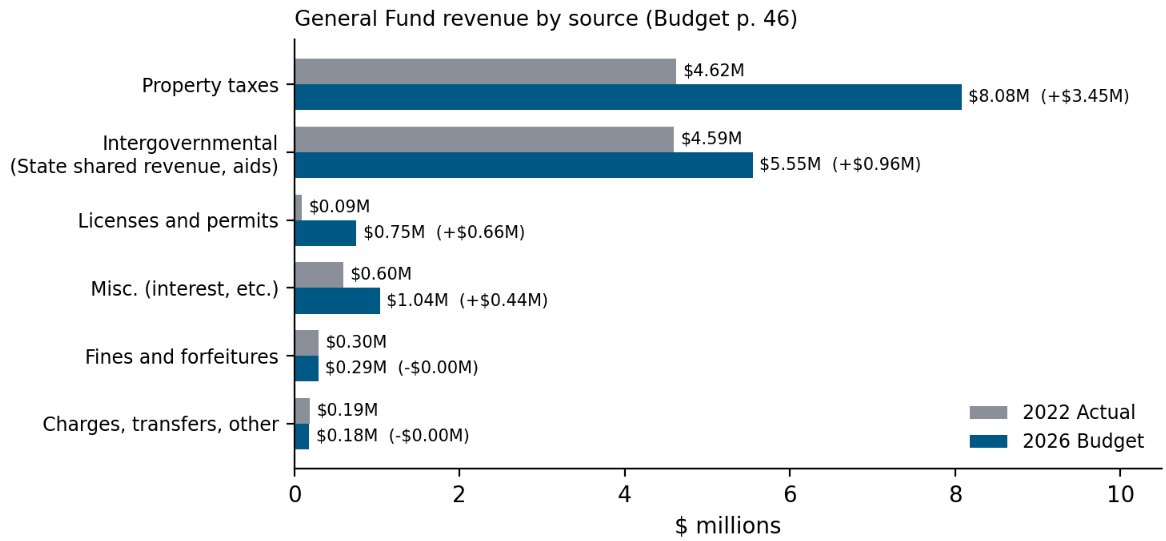

Figure 5. General Fund revenue by source, 2022 actual versus 2026 adopted. Source: Budget p. 46.

1. **Property taxes, +$3.45 million.** This is the levy ledger in Section 1 viewed from the revenue side: two referenda and the debt levy step. The first referendum, effective with the 2023 budget year, absorbed Fire/EMS into the City and is visible as the jump from $4.6 million to $6.1 million in 2023 (p. 46). The second was approved by voters in April 2025 and added $1.3 million to the general levy for 2026, funding five police officers, one dispatcher, and two firefighter/EMTs (pp. 4 and 7). The 2026 operational levy is $5,864,269, up $1,356,539 from 2025, and the Budget Message attributes that increase mainly to the referendum (p. 4). The debt service levy actually decreased by $73,242 (p. 4).
2. **Intergovernmental revenue, +$0.96 million.** State shared revenue increased under the 2024 budget. County and Municipal Aid is $3,738,985 for 2026 (p. 4). This is money the State sends to Whitewater; it does not come from local taxpayers.
3. **Licenses and permits, +$0.66 million.** Building and development permits rose from $89,048 in 2022 to $752,950 budgeted in 2026 (p. 46). This reflects construction activity in the city. It is earned revenue, not a tax.
4. **Miscellaneous revenue, +$0.44 million.** Primarily interest earnings on City funds in a higher-rate environment (p. 46).

Those four items account for the entire $5.5 million increase in General Fund revenue. Referenda and State aid account for $4.4 million of it. Nothing else moved materially: fines and charges for services are down slightly, and other financing sources changed by less than $30,000 (p. 46). The 2027 General Fund was originally budgeted at $16.0 million, an increase of 0.7 percent (p. 48). The 2027 budget will be updated and adopted in November of this year.

It is also worth noting that 2022 actual spending of $10.1 million was an unusually low year, which inflates any percentage computed from it. Between the 2023 actual ($12.3 million, the first full year with Fire/EMS) and the 2026 budget, General Fund growth is $3.6 million, of which $1.3 million is the 2025 referendum.

7. Conclusion

Staff will continue to publish the all-funds total because it is required for complete financial reporting. Beginning with the 2027-2028 budget, the Budget Message will also include a one-page summary that leads with the levy by component, nets out interfund transfers, and separates ratepayer-funded and borrowing-funded activity from levy-funded operations, so that the document itself answers this question before it is asked.

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4	Budget Message: total budget summary by fund type; general levy increase attributed to April 2025 referendum; debt levy decrease; utilities and TIDs not supported by property taxes; County and Municipal Aid; loss of Expenditure Restraint eligibility
7	Budget Message: referendum-authorized positions; Capital Improvement Plan
9	Operating levy and debt service levy tax rates, 2018 through 2025, with equalized value
22	Personnel summary: Fire/EMS became a City department July 31, 2022
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48	Expenditures by Fund, All Funds, 2022 through 2027, with fund type key
49	Tax Calculation: 2026 City levy, equalized value, and combined tax rate
52	Tax levy and rate history, 2014 through 2025 levy years, by county
53	2026 equalized valuation
54	Net new construction as a percentage of equalized value, 2014 through 2025
59	General Fund expenditure detail: transfers to other funds, debt service, and Fire Department

Community Development Authority

Meeting Date:	September 17, 2026
Agenda Item:	Memo re RFP for CDA-owned Commercial Lot on Bluff Rd
Staff Contact (name, email, phone):	Mason Becker, mbecker@whitewater-wi.gov, 262.443.4458

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

The Community Development Authority reclaimed ownership of parcel /A323600002 earlier this year, after the planned Royal Hounds (Whitewater Alpha Real Estate LLC) business project did not move forward. The lot, approximately 1.01 acres in size, is located between an existing commercial building that includes Solstice Health and an Edward Jones office, and the ongoing Stonehaven residential development along Bluff Rd.

The parcel is currently listed for sale with Anderson Commercial Group. The realtor for the property has shared that, to date, the only interest has been from individuals interested in building residential projects on the property. While this could be a valid use for the property, given its location, staff plan to issue a Request for Proposals (RFP) to solicit any interest from commercial businesses or developers who would be interested in the parcel. The current zoning for the property is B-3 Highway Commercial and Light Industrial, and the Future Land Use under the current Comprehensive Plan is Highway Commercial.

The included RFP draft seeks to attract businesses that would be compatible with the growing residential nature of the area, as well as complement the presence of nearby businesses including Dollar General, Kwik Trip, and the planning Piggly Wiggly/Early Childhood Education Center commercial development nearby.

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

- The parcel transfer back to the CDA was recorded on May 5, 2026. The CDA had previously given approval to reclaim ownership of the parcel under the terms of the original Development Agreement with Whitewater Alpha Real Estate LLC.

FINANCIAL IMPACT
(If none, state N/A)

- There is no cost to issuing this RFP. Development of the property would return it to the property tax rolls and be a positive financial development for the City and other taxing jurisdictions.

STAFF RECOMMENDATION

- No action is needed; this memo is for informational purposes only. After reviewing any submittals, staff will bring back any recommendation to the CDA board at a future meeting.

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

- Lot 1BR Commercial RFP
- Site Map

CITY OF WHITEWATER, WI
BLUFF ROAD PARCEL #/A323600002
COMMERCIAL DEVELOPMENT OPPPORTUNITY
REQUEST FOR PROPOSALS (RFP)

ISSUED: September 14, 2026

DUE: October 16, 2026 / 4:00pm

City of WHITEWATER
Community Development Authority

CONTACT:

Mason Becker, Executive Director
Whitewater Community Development
Authority
312 W. Whitewater St.
Whitewater WI 53190
Email: mbecker@whitewater-wi.gov

CONTENTS

CITY SNAPSHOT

The City of Whitewater, located in Walworth and Jefferson Counties, was incorporated in 1885 and provides accessible travel to Milwaukee, Madison, and Chicago. The City of Whitewater is the largest City in Walworth County with a population of approximately 14,646 (Wisconsin Department of Administration 2025 estimate).

- **Education & Culture:** The city is heavily influenced by the University of Wisconsin-Whitewater, bringing a diverse, youthful, and educated population. Due to the university's presence, the city offers amenities typically found in larger areas, including a lively downtown and a variety of housing options.
- **Recreation:** Known for its "white water" (white sand) creek, the area boasts 22 parks and 4 lakes, including Whitewater Lake, offering fishing, boating, and proximity to the Ice Age Trail.
- **Economy & History:** Many companies call Whitewater's Business Park home, maintaining the area's tradition of manufacturing and production. The University of Wisconsin-Whitewater continues to be the largest employer in town, serving over 12,000 students between its Whitewater and Janesville campuses.
- **Atmosphere:** Described as having a friendly, "Midwest nice" feel, featuring a mix of suburban and urban settings with high walkability.

THE OPPORTUNITY

The Community Development Authority of the City of Whitewater, Wisconsin (CDA) invites proposals from qualified developers, businesses, development teams, and end users for the acquisition or long-term ground lease and private development of CDA-owned parcel /A323600002 along Bluff Road (the Property).

The CDA's objective is to return the Property to productive, privately held and privately taxed use through a development that creates durable assessed value, provides a useful neighborhood or community service, and is compatible with nearby single-family housing. The CDA welcomes a single-user project, a small multi-tenant project, or another well-supported concept that advances these objectives.

The parcel sits within an established but transitioning commercial node along Bluff Road. Immediately nearby are three active commercial anchors: Solstice Health (a direct primary care clinic), a Kwik Trip convenience store/fuel station, and a Dollar General discount store. These uses give the corridor a neighborhood-service character rather than a regional highway-commercial character.

At the same time, single-family homes are currently under construction directly to the east along Bluff Road, signaling that this stretch of the corridor is becoming a residential edge rather than a purely commercial strip. Any use placed on this 1.01-acre parcel needs to coexist comfortably with those new neighbors — in hours of operation, traffic, noise, lighting, and building scale.

ITEM	PROPERTY
Parcel identification number	A323600002
Owner of record	Whitewater Community Development Authority
General location	Bluff Road, City of Whitewater, Walworth County, Wisconsin
Approximate size	1.01 Acres (approx.., 44,000 square feet)
Current zoning	B-3, Highway Commercial and Light Industrial District
Current tax status	Publicly held and rtax exempt while in CDA ownership
Disposition considered	Sale or negotiated long-term ground lease, subject to CDA approval and definitive agreements

Just down the street, the City-owned parcel A405400001 (1127 E. Bluff Road, 7.21 acres, directly behind the east-side Kwik Trip) is the subject of a non-binding letter of intent, considered by the Common Council on June 16, 2026, for a coordinated development anchored by a 30,000-sq.-ft. Piggly Wiggly grocery store and a 12,000-sq.-ft. early childhood education/childcare center serving roughly 150 children. Taken together, the context calls for uses on parcel A323600002 that are complementary neighbors to both the existing service cluster and the emerging grocery/childcare hub, and that are good neighbors to the new homes next door.

The B-3 district carries forward general retail, personal-service, and professional-office uses allowed in the B-1 district and also permits or conditionally permits other commercial and light-industrial uses. Respondents must confirm the applicable zoning path with the City's Community Development Department.

Because the Property adjoins residential use to the east, proposals should account for the zoning district's residential-adjacency requirements, including a buffer of at least 30 feet or the building height, whichever is greater, and the applicable height limitation near residential use. Site design should also minimize impacts from lighting, noise, traffic, loading, waste collection, and hours of operation.

The CDA's preferred outcome is a financially feasible project with a clear path to construction and occupancy. Proposals should demonstrate thoughtful site planning, attractive architecture, appropriate landscaping, and an operational plan suited to the neighboring homes and the corridor's growing family-service character.

Given the Property's size and immediate residential adjacency, the CDA does not favor uses dominated by heavy trucking, outdoor storage, fumes, late-night activity, high-intensity vehicle circulation, or substantial noise and glare. Examples include gas stations, car washes, vehicle repair or sales, taverns or high-intensity entertainment uses, light industry, warehousing, motor freight uses, and large-format retail. A proposal involving such a use must clearly establish exceptional site compatibility and a feasible approval path.

RFP DETAILS

TIMELINE (TENTATIVE)

Activity	Deadline
RFP Release Date	September 14, 2026
Responses to the RFP	October 16, 2026, 4:00 p.m.

A public announcement of Preferred Developer, following a thorough review, interviews, and discussions, will follow. The City may amend this schedule at any time. Written notice of any changes to the schedule will be provided to all respondents to the RFP.

Send responses to:
Whitewater Community Development Authority
Attn: Mason Becker, Executive Director
312 W. Whitewater St., Whitewater, WI 53190
Email: mbecker@whitewater-wi.gov

A successful submittal will demonstrate a proposed project that creates or retains jobs, maximizes future property tax revenue generation for the City, shows ability to secure funding for the project, and presents an aggressive but realistic timeline for construction.

The response format being requested by the City is detailed in the following sections of this RFP. The submission of a concise, professional, and complete response to the RFP will help the City identify the most qualified development teams and will be indicative of the level of the respondent's commitment to the desired project. Any questions that arise during preparation of a submittal should be addressed to Mason Becker via email at mbecker@whitewater-wi.gov.

Respondents must demonstrate the experience, resources, and expertise needed to design, develop, and operate a successful project. Past design and development experience, especially with similar projects, will be critical in evaluating the RFP responses. Current financial capacity, access to funding sources and the ability to complete the project in a timely manner will also be important factors in determining the most qualified RFP responses.

Responses to this RFP shall not exceed a total of 15 pages, including any appendices, and should use a minimum font size of 11. Respondents must submit one copy electronically to mbecker@whitewater-wi.gov. Hard copy submittals are optional.

Submittals must be received by the City no later than October 16, 2026 at 4:00 PM. Submittals received after this due date and time will not be accepted. Delivery of the RFP response to the specified location by the prescribed time and date is the sole responsibility of the respondent.

EVALUATION AND SELECTION

TRANSMITTAL LETTER

The submission must include a transmittal letter on official letterhead that provides contact information for the person with authority to negotiate on behalf of the development team. The letter must also include an affirmative statement that the respondent agrees to the minimum business terms identified in the RFP.

The respondent must certify that the RFP response and exhibits are true and correct. Unsigned and/or undated submissions will not be accepted.

DEVELOPMENT TEAM

The respondent must identify the developer and other key members of the development team, including the project leader for day-to-day management and the key consultants that will be responsible for implementing said project. Also, provide a succinct narrative de-scribing the role and relevant expertise of each of the firms and key individuals that would be involved in the project's implementation.

PROPOSED CONCEPTUAL DEVELOPMENT SCOPE

Provide a one-page narrative that describes the development concept that is envisioned for the Site. As part of this description, identify any responsibilities proposed to be imposed on the City and/or the CDA. At the respondent's discretion, up to three graphics, such as a conceptual site plan, may also be provided.

EXPERIENCE

Provide descriptions of at least two, but no more than four, projects that the respondent has undertaken within the past five years that are directly analogous to the project being proposed for the Site. Each description should include the following information:

- The project's name and location.
- Development Scope:
  - If a commercial project, the name of the operator or user.
  - A project description that identifies the square footage and the number of units or spaces, and/or development size and configuration.
  - A description of the quality level, market mix and amenities provided at the project.
  - Photographs of the project. Renderings of projects in process are also acceptable.
- Financial Characteristics:
  - The total development costs.
  - Detailed explanation of how the project was funded.
- A description of the role the respondent and other team members played in the development and operation of the project.
- Public Sector Contact:
  - Provide contact information for the representative of the jurisdiction in which the project is located, including telephone number and email address.
  - Indicate if the project was undertaken as a public/private partnership. If so, describe the responsibilities accepted by the public sector partner.

FINANCIAL CAPACITY

Provide evidence of the development team's financial ability to undertake and successfully complete the proposed project including the following:

- Include an explanation of how the project will be funded, including mix of sources, and if additional investors will be sought in order to fund the project.
- Provide a statement identifying any targeted threshold rate of return requirement anticipated to be imposed on the proposed project. The threshold can be presented as a stabilized return on total investment or an Internal Rate of Return (IRR) on total investment. Other established metrics are acceptable, with explanation.
- List and explain any litigation or disputes any member of the development team is involved in that could result in a financial settlement that has a materially adverse effect on the ability of the development team to complete the proposed project.
- Provide a statement detailing if any member of the development team has ever filed for bankruptcy or had projects that have been declared in default or foreclosed upon. If the answer is 'yes' to any of these questions, list the dates and describe the circumstances.
- The Whitewater CDA recognizes the sensitive nature of the financial capacity information that is requested in this RFP.

RFP SELECTION PROCESS

The selection process will be divided into the following three phases:

- The City will evaluate the responses to the RFP and will select a short list of one or more development teams to move on to the Developer Review stage of the selection process.
- The short-listed development teams will be asked to respond to the City in a format that requires the teams to provide more detailed information about the proposed project. This will include: Identifying an operator (if a commercial project), creation of preliminary design drawings, preparation of a pro forma analysis, and a description of any proposed lease terms.
- At the completion of the evaluation process, the City intends to enter into a negotiation period with the selected development team for the purpose of negotiating the terms of a development agreement.

RFP EVALUATION CRITERIA

The following RFP evaluation criteria will be used to select the short list of development teams that will be invited to move on to the Developer Review stage of the selection process for the Site

- The respondent's agreement to abide by the minimum business terms identified in this RFP.
- Development of projects of a similar scope and scale.
- Financial capacity to undertake a project of the proposed magnitude.
- Overall quality of the development team.
- Experience with similar public/private development agreements with public sector entities.
- Quality and completeness of the RFP response.
- Quality and feasibility of the proposed project, and overall fit within the neighboring area and the downtown

DECLARATION AND ADDITIONAL INFO.

The Whitewater CDA's Rights Pertinent to this Solicitation:

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

WITHDRAWAL OF SOLICITATION
The CDA reserves the right to withdraw this RFP at any time without prior notice and makes no representation that any agreement will be awarded to any respondent. Additionally, the CDA expressly reserves the right to postpone opening responses to this solicitation for its own convenience, and/or to waive any informality or irregularity in the responses received.

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

EXAMINATION OF SOLICITATION
The respondent understands that the information provided in this RFP is intended solely to assist the respondent in preparing a submittal. To the best of the CDA's knowledge, the information provided is accurate. However, the CDA does not warrant such accuracy, and any errors or omissions subsequently will not invalidate this RFP.

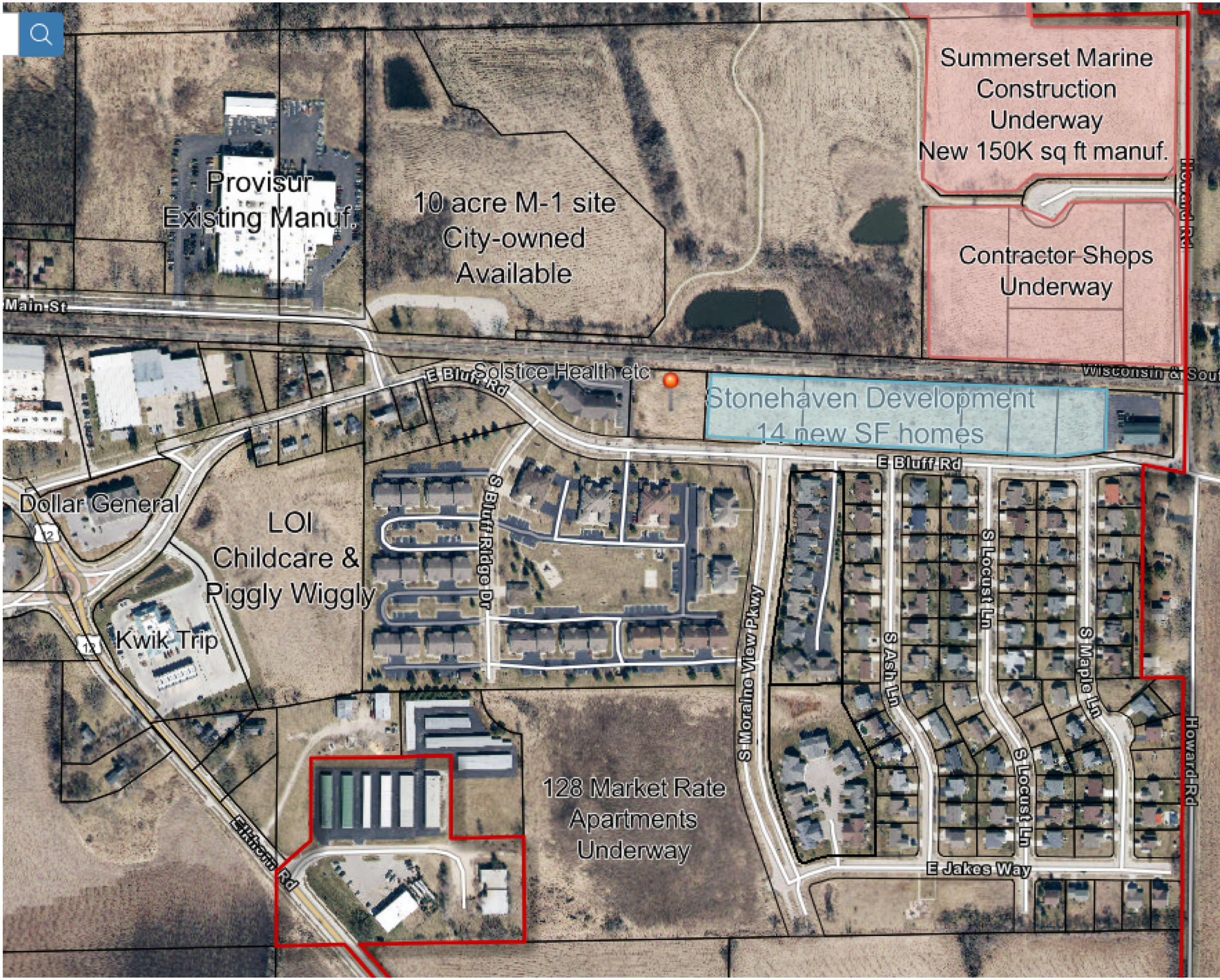
CONFLICT OF INTEREST
Respondents must comply with the requirements imposed by all applicable federal, state and local laws, including those pertaining to conflict of interest. All members of responding development teams must disclose any and all circumstances that could give rise to any potential conflict of interest or appearance thereof with its participation in the project with the CDA or the City of Whitewater, and its agents, representatives and consultants.

ADDENDUMS
There are two addendums attached to this RFP:

1. Site Map
2. B-3 Zoning code

Addendum 1: Site Map

Addendum 2: B-3 Zoning code - https://library.municode.com/wi/whitewater/codes/code_of_ordinances?nodeId=TIT19ZO_CH19.33HICOLIINDI


Summerset Marine
Construction
Underway
New 150K sq ft manuf.
Provisur
Existing Manuf.
10 acre M-1 site
City-owned
Available
Contractor Shops
Underway
Main St
Solstice Health etc
E Bluff Rd
Wisconsin & South
Stonehaven Development
14 new SF homes
E Bluff Rd
Howard Rd
Dollar General
LOI
Childcare &
Piggly Wiggly
Kwik Trip
S Bluff Ridge Dr
S Moraine View Pkwy
S Locust Ln
S Ash Ln
S Maple Ln
Howard Rd
128 Market Rate
Apartments
Underway
Elkhorn Rd
E Jakes Way
S Locust Ln

City of Whitewater	Community Development Authority
Meeting Date:	September 17, 2026
Agenda Item:	Memo re WEDC Community Development Investment Grant application for Bower's House project
Staff Contact (name, email, phone):	Mason Becker, mbecker@whitewater-wi.gov, 262.443.4458

BACKGROUND

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

The Bower's House (formerly also known as the White Elephant) is a vacant commercial building located at 183-187 W Main St in downtown Whitewater. The City previously received a Wisconsin Economic Development Corporation (WEDC) Community Development Investment (CDI) Grant to support redevelopment of the property; however, work on the project stopped in 2024. WEDC closed out that grant award in 2025 and recaptured approximately $213,000.00 in unused grant funds that had been allocated to the project. WEDC has since informed City staff that they are open to consideration of a new application to utilize the previous remaining funds on the same property.

Brian Whipple of Whipple Contractors LLC now has the property under contract and intends to redevelop the building to include ground floor commercial space and approximately ten (10) market-rate rental apartment units on the upper floors. There would likely be one ADA accessible unit on the first floor. Because WEDC's CDI Grant program does not fund purely residential projects, the developer will be required to identify at least one commercial user for the ground-floor space in order for a new grant award to be approved. As part of the grant, the developer would be required to match the grant funds on a 3-to-1 basis covering new costs. The developer currently projects the project will cost approximately $2.5 million, representing a significant reinvestment in a currently vacant building located at a focal point in the City's downtown.

Staff requested that the Common Council authorize the City to apply for a new WEDC CDI Grant, in the approximate amount of $213,000.00, to support this redevelopment effort.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

- The Common Council approved the resolution authorizing this application at the September 1, 2026 council meeting

FINANCIAL IMPACT

(If none, state N/A)

- There is no direct cost to the City associated with submitting this grant application. If the application is approved, the City would enter into a grant agreement with WEDC to administer approximately $213,000.00 in CDI Grant funds in support of the Bower's House redevelopment; a formal development agreement between the City and the developer would be brought back to the CDA and Common Council for consideration prior to acceptance.
- It is anticipated that the CDA Façade Loan currently on the property would be paid off when the buyer closes on the property. Current balance was $16,851.60 as of July 31, 2026, from an original loan amount of $75,000.

STAFF RECOMMENDATION

- No action is requested from the CDA board at this time. Staff anticipate bringing a Development Agreement for board review and recommendation in October 2026.

ATTACHMENT(S) INCLUDED (If none, state N/A)
- Draft of approved Common Council resolution - Draft of WEDC CDI Grant Application - Previous Bower's House Development Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), entered into effective as of April 11, 2022 ("Effective Date"), by and between the City of Whitewater, Wisconsin ("City") and Bower's House LLC, a Wisconsin limited liability company (the "Developer"). Each of the forgoing may also be referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Article XI, Section 3 of the Wisconsin Constitution grants cities the right to determine their local affairs in government, subject to the Constitution and certain enactments of the legislature of the State of Wisconsin;

WHEREAS, the State of Wisconsin legislature adopted Wisconsin Statute Section 62.11(5), which grants to common councils of cities the power to act for the government and good order of the city, for its commercial benefit and for the health, safety and welfare of the general public;

WHEREAS, the City desires to encourage development, eliminate blight and prevent blight with the City;

WHEREAS, the Developer owns the property described on EXHIBIT A attached hereto (the "Property");

WHEREAS, the Developer has filed, or will file, with the City plans, specifications, documents and exhibits if and as required by the City for the development of the Property and for making other improvements (the "Project");

WHEREAS, the City has applied for a Community Development Incentive Grant from the Wisconsin Economic Development Corporation ("WEDC") for Two Hundred and Fifty Thousand and 00/100 Dollars ($250,000.00) related to the improvements to the Property (the "Grant"); and

WHEREAS, as part of the WEDC application, the City has committed to providing a loan (the "Loan") and certain infrastructure improvements described on EXHIBIT B (the "City Improvements" and together with the Loan, the "Commitments").

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and the following promises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree as follows:

1. Developer Improvements. Developer shall complete improvements to the Property in accordance with the terms, conditions and requirements of EXHIBIT C ("Developer's Improvements"). The plans, specifications and site plans for Developer's Improvements are subject to City approval and Developer shall not commence construction of Developer's Improvements until such time as the City has approved such plans, specifications and site plans in writing. After the City's approval of Developer's Improvements, such documents shall not be modified without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. City's approval of Developer's Improvements shall not excuse Developer from complying with any other governmental approvals, permits, ordinances or laws that are applicable to the Property or Developer's Improvements. All work to be performed by the Developer related to Developer's Improvements shall be performed in a good and workmanlike manner and consistent with the prevailing industry standards for such work in the area of the City. Developer shall perform all work in compliance with all applicable laws, regulations, ordinances and buildings codes and shall obtain and maintain all necessary permits and licenses for such work.

2. **City Commitments.**

(a) **Grant.** If the WEDC awards the Grant to the City, the City agrees to administer and disburse the Grant funds as set forth herein but shall not be liable to Developer if the City does not receive funds from the WEDC.

(b) **Loan.** The City and the Developer will enter into that certain loan agreement, a form of which is attached hereto as EXHIBIT D, which is conditioned on the City's receipt of the Grant.

(c) **Improvements.** In cooperation with Developer, the City will make City Improvements listed on EXHIBIT B, which are conditioned on the City's receipt of the Grant.

3. **Conditions.** Prior to the City's performance under this Agreement, Developer shall satisfy the following conditions:

(i) Provide the City with evidence reasonably satisfactory to the City that Developer owns fee simple title to the Property.

(ii) Provide City with copies of permits, licenses and other documents as reasonably requested by City to confirm that Developer has complied with all necessary federal and state laws, regulations and ordinances necessary to obtain the governmental approvals required for the intended construction of the Project, including without limitation a building permit for Developer's Improvements.

(iii) Provide City with a copy of all plans and complete specifications for construction of Developer's Improvements, which plans and specifications must be reasonably acceptable to City.

(iv) Provide the City with copies of such organizational documents as City shall reasonably require, as well as an incumbency certificate identifying the parties authorized to act on behalf of the Developer.

(v) Developer shall provide Matching Funds in a ratio of 3:1 as compared to the Grant for Grant Eligible Project Costs. "Matching Funds" means non-Grant funds secured by Developer to fund Grant Eligible Project Costs, which may not be in-kind. "Grant Eligible Project Costs" means building construction expenses for the Project, which do not include soft costs for the construction.

(vi) The Grant dollars shall only be utilized for Grant Eligible Project Costs.

(vii) Developer shall submit documentation to the City of all Grant Eligible Project Costs incurred against the requested disbursement of the Grant funds, as required by WEDC. Such documentation may include, but not be limited to, purchase orders and invoices.

(viii) Developer shall request all Grant funds no later than March 1, 2023.

4. Default.

(a) Events of Default. A party shall be in default under this Agreement if such party shall fail to carry out or fulfill one or more of its obligations hereunder and such failure shall continue for a period of thirty (30) days following receipt of written notice from the other party specifying such failure; provided, however, if the nature of the default is such that it cannot be cured within thirty (30) days, a party shall not be in default if it immediately undertakes steps to cure the default after receipt of notice and then diligently and in good faith prosecutes the curing of such default to its conclusion.

(b) Remedies. If a party does not cure or undertake to cure a default within the time period set forth above, the non-defaulting party may pursue the remedies provided for in this Agreement or otherwise available at law or in equity. The rights and remedies of the parties, whether provided by law or provided by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise at the same time or different times of any such other remedies for the same event of default or breach or of any remedies for any other event of default or breach by Developer. No waiver made by the City with respect to the performance or manner or time of any obligation of Developer under this Agreement shall be considered a waiver of any rights of the City to enforce any other obligations of Developer.

5. Miscellaneous.

(a) Changes. Parties to this Agreement may, from time to time, require changes in the scope of this Agreement. Such changes, which are mutually agreed upon by and between the Developer and the City shall be incorporated in written amendments to this Agreement.

(b) **Approvals in Writing.** Whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing, signed by the duly authorized representative of the party, and delivered to the party to whom it is directed at the address specified in this Agreement. Whenever under this Agreement the consent, approval or waiver of the City is required or the discretion of the City may be exercised, the City Manager shall have the authority to act, as the case may be. Whenever any approval is required by the terms of this Agreement and request or application for such approval is duly made, such approval shall not be unreasonably withheld.

(c) **Notices and Demands.** A notice, demand, or other communication under this Agreement by any party to any other party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to:

In the case of the Developer:

Bower' House LLC
Attn: Gregory Aprahamian
S107W30511 Sandy Beach Rd
Mukwonago , WI 53149

In the case of the City:

City of Whitewater
Attn: Cameron Clapper, City Manager
P.O.Box 178
Whitewater, WI 53190

(d) **No Liability of City.** The City shall have no obligation or liability to the lending institution, architect, contractor, or subcontractor, or any other party retained by Developer in the performance of its obligations and responsibilities under the terms and conditions of this Agreement. Developer specifically agrees that no representations, statements, assurances, or guarantees will be made by Developer to any third party or by any third party which are contrary to this provision.

(e) **Completeness of Agreement.** This Agreement and any addition of supplementary documents or documentation incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part hereof shall have any validity or bind any of the parties hereto.

(f) **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

(g) Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby.

(h) Recording of Agreement. The Agreement and any and all subsequent modifications thereof or additions thereto may, upon being duly executed, be recorded by either party with the Register of Deeds for Walworth County, Wisconsin.

(i) Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto as well as their respective successors, transferees, and assigns. Any transfer of any party's interest under this Agreement or real property described in EXHIBIT A shall not release the transferor from its obligations hereunder unless specifically agreed to herein.

(j) Ambiguities Not Construed. The Developer has had substantial input concerning the terms of this agreement, and therefore, any ambiguities will not be construed against the City on the basis that its attorney drafted this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Development Agreement to be signed as of the Effective Date.

DEVELOPER:

Bower's House LLC

By: ______________________
Gregory Aprahamian, Member

CITY:

CITY OF WHITEWATER

By: ______________________
Cameron Clapper, City Manager

By: Michele R. Smith
Michele R. Smith, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF WALWORTH)

Personally appeared before me this 11th day of April, 2022, the above-named Gregory Aprahamian, to me known to be the person who executed the foregoing agreement as such officers of said company, by its authority.

Bonnie L. Miller
Notary Public, State of Wisconsin
My commission 08-26-2024

BONNIE L. MILLER NOTARY PUBLIC STATE OF WISCONSIN

STATE OF WISCONSIN)
) ss.
COUNTY OF WALWORTH)

Personally appeared before me this 11th day of April, 2022, the above-named Cameron Clapper, City Manager, and Michele Smith, City Clerk, to me known to be such City Manager and City Clerk of the City of Whitewater, and to me known to be the persons who executed the foregoing agreement as such officers of said City, by its authority.

Andrea Jacobs
Notary Public, State of Wisconsin
My commission 8/6/23.

ANDREA JACOBS NOTARY PUBLIC STATE OF WISCONSIN

[Signature Page to Development Agreement]

EXHIBIT A
Property

The West 33 ft. of what is now Lot 3 of Block 8 of Whitewater Village, now City, as Resuryeyed, being sometimes known as the Original Town of Whitewater, Walworth County, Wisconsin.

Also, another piece of land adjoining the last mention piece on the S. and described as follows:

> So much of the N. 1/3rd part of Lot 2 in said Block 8 as was not sold by Levi Powers to S. Clark by deed dated July 15, 1855, and recorded October 2, 1855, in Volume 21 of Deeds, Page 581, Walworth County Records.

Also, a third piece of land described as follows:

> A part of said Lot 3 in said Block 8 bounded as follows:
>
> > Beginning on the N. line of said Lot 3, 30 ft. west of the N.E. comer and running W'ly along the N. line of lot 20 ft. thence S'ly at right angles to the N. line of the lot to the S. line thereof; thence E'ly on the S. line 20 fl thence N'ly to the place of beginning; being the property known as the "Bower House" and extending from main Street back to the N. wall of property formerly known as the "Hucker Saloon" Including use of the N. Wall as a part wall.

Tax Key No. /OT 00070
Address: 187 W. Main Street

EXHIBIT B
Infrastructure Improvements

The City will assist with infrastructure updates to the Property and surrounding properties, which together with the Loan will be in an amount of approximately $150,000.00, including the following: (1) re-routing the rain/roof water to the west at 2nd Street; (2) tie the down spout and then route rainwater into the storm sewer; (3) replace 10' of sidewalk, curb, gutter and concrete paving; (4) upgrade the water laterals for the building in the front of the building on Main Street; and (5) replace approximately 12' of sidewalk, curb, gutter and asphalt paving.

EXHIBIT C
Developer's Improvements

Restore the building on the Property to be closer to its original appearance and prominence, as an important and historical building in Walworth County, including the following:

- Remove stucco covering the front and side elevations.
- Open the window opening and replace windows with modern windows of the same size and appearance of the original window on the upper floors on the front and side elevation.
- Depending on condition found, will repair existing and /or cover façade with material that resembles the original or historical fitting look to the building.
- Repair and replace all structures and update all systems to current code, this includes electrical, plumbing and roofing fire protection systems.

The build out of the lower level will allow for the flexibly to accommodate various commercial tenant(s). The renovated commercial space is estimated to be 4000 to 6000 sq feet. The upper floors will be developed into a mix of different living spaces designed with higher end amenities. The upper residential space will contain 12 separate residential units varying between 1 and 2 bedrooms each. The property owner has based his exterior renovation on the original design rendering provided by the Wisconsin Main Street program.

EXHIBIT D
Form Loan Agreement
(See Attached)

EXHIBIT D

FAÇADE LOAN AGREEMENT
BETWEEN BOWER'S HOUSE LLC AND THE COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WHITEWATER, WISCONSIN

THIS FAÇADE LOAN AGREEMENT (hereinafter the "Loan Agreement") is entered into by and between THE COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WHITEWATER, WISCONSIN (hereinafter referred to as the "CDA") and BOWER'S HOUSE LLC, a Wisconsin limited liability company ("Owner").

WHEREAS, Owner has acquired the following described real estate located at 183 West Main Street in the City of Whitewater, Walworth County, Wisconsin (hereinafter referred to as the "Property"), to-wit:

> The West 33 ft. of what is now Lot 3 of Block 8 of Whitewater Village, now City, as Resuryeyed, being sometimes known as the Original Town of Whitewater, Walworth County, Wisconsin.
>
> Also, another piece of land adjoining the last mention piece on the S. and described as follows:
>
> > So much of the N. 1/3rd part of Lot 2 in said Block 8 as was not sold by Levi Powers to S. Clark by deed dated July 15, 1855, and recorded October 2, 1855, in Volume 21 of Deeds, Page 581, Walworth County Records.
>
> Also, a third piece of land described as follows:
>
> > A part of said Lot 3 in said Block 8 bounded as follows:
> >
> > > Beginning on the N. line of said Lot 3, 30 ft. west of the N.E. comer and running W'ly along the N. line of lot 20 ft. thence S'ly at right angles to the N. line of the lot to the S. line thereof; thence E'ly on the S. line 20 fl thence N'ly to the place of beginning; being the property known as the "Bower House" and extending from main Street back to the N. wall of property formerly known as the "Hucker Saloon" Including use of the N. Wall as a part wall.

WHEREAS, Owner, by its member, Gregory Aprhamian, has caused to be prepared plans and specifications for the renovation and improvement of the Property (said renovations and improvements in accordance with the plans so approved by the City of Whitewater Plan and Architectural Review Commission being hereinafter referred to as the "Improvements"); and

WHEREAS, the Improvements to be made to the Property include exterior alterations and improvements which qualify as façade improvements under the CDA's Façade Loan Program; and

WHEREAS, Owner will be obtaining loans from First Citizens State Bank (the "Senior Mortgage Lender") in the principal sum of approximately $1,200,000 to provide funds for certain Improvements to the Property, which loan is to be secured by a mortgage on the Property to be executed by Owner in favor of Senior Mortgage Lender, and which loan from the Senior Mortgage Lender is to be further secured by a related assignment of leases and rents in favor of the Senior Mortgage Lender (which loans to Owner by Senior

Mortgage Lender and all extensions or renewals of, and refinancings of, but not increases in the principal amount of, or re-advances of principal with respect to, said loan being hereinafter referred to as the "Senior Mortgage Indebtedness"); and

WHEREAS, the Owner has requested that the CDA loan Owner the sum of $75,000.00 under the CDA's Façade Loan Program, and the CDA has approved the extension of a $75,000.00 façade loan to Owner, subject to conditions, and on terms and conditions, set forth below; and

WHEREAS, the parties deem it to be mutually advantageous to enter into this Loan Agreement to set forth the terms and conditions mutually acceptable to them with respect to such façade loan by the CDA to Owner.

NOW, THEREFORE, it is agreed by and between the CDA and Owner as follows:

1. The foregoing recitals are incorporated herein by reference as material terms and provisions of this Agreement.

2. The CDA hereby agrees to loan to Owner, and Owner agrees to borrow from the CDA, the sum of Seventy Five Thousand and no/100 Dollars ($75,000.00) representing a façade loan by the CDA to Owner to cover certain costs to be incurred by Owner related to the renovation and improvements to the exterior facades of the building located on the Property, with Fifty Thousand and no/100 Dollars ($50,000.00) being loaned at closing and the remaining amount being loaned on August 1, 2022. The loan shall bear interest prior to maturity at the rate of one percent (1%) per annum on the un-repaid principal balance from time to time outstanding, and principal and interest shall be due and payable in forty-eight (48) equal monthly installments based on said 1% interest rate and an amortization period of five years, including principal and interest, of the amounts listed in the Promissory Notes, with the first such installment being due on the second anniversary from the date of closing of this façade loan transaction, and with subsequent monthly installments being due on the same day of each succeeding month thereafter, with a final installment equal to the full remaining unpaid principal balance plus accrued interest being due and payable five (5) years from the date of the closing of this façade loan transaction. The loan shall be evidenced by two Promissory Notes from Owner to the CDA in the form and on the terms and conditions set forth in Exhibit A attached hereto and incorporated herein by reference which shall be executed and delivered by Owner to the CDA at the time of the closing of this facade loan transaction, or as agreed by the parties. The obligations of Owner to the CDA under the Promissory Notes attached as Exhibit A to be executed and delivered by Owner to the CDA at the time of the loan closing, as well as the obligations of Owner to the CDA under this Loan Agreement, shall be secured by a mortgage, assignment of leases and rents and security agreement establishing a lien on the Property and fixtures in favor of the CDA on the terms and conditions set forth in the Assignment of Leases and Rents and Security Agreement/Fixtures Filing (the "Mortgage") attached hereto as Exhibit B and incorporated herein by reference. The lien of the Mortgage from Owner to the CDA given as security for the façade loan Promissory Notes and the performance of the obligations of Owner under this Loan Agreement shall be subordinate to the lien of the mortgage and assignment of leases and

rents acting as security for, but only to the extent acting as security for, the Senior Mortgage Indebtedness.

3. The obligations of Owner to the CDA, as evidenced by the Promissory Notes attached hereto as Exhibit A and the Mortgage attached hereto as Exhibit B, both of which shall be executed by Owner in favor of the CDA at closing, and the obligations of Owner to the CDA under this Loan Agreement, shall be personally guaranteed by Gregory Aprahamian. The obligation of the CDA to consummate this loan is contingent upon Gregory Aprahamian executing and delivering to the CDA at the time of the loan closing, the Personal Guaranty attached hereto as Exhibit C and incorporated herein by reference.

4. The obligation of the CDA to consummate this facade loan to Owner is further contingent upon Owner causing to be delivered to the CDA, at the time of loan closing, a loan policy of title insurance insuring to the satisfaction of the CDA and its legal counsel, that the lien of the Mortgage from Owner to the CDA is a valid lien against the Property superior to all other liens and encumbrances subordinate only to the lien of the mortgage to the Senior Mortgage Lender securing, but only to the extent securing, the Senior Mortgage Indebtedness. Along with attorney's fees for the CDA, the recording fees for recording of the Mortgage from Owner to the CDA and the title insurance premium for the required loan policy of title insurance in favor of the CDA shall be the responsibility of Owner and shall be paid and disbursed at closing out of the $75,000.00 façade loan proceeds.

5. The obligation of the CDA to consummate this façade loan to Owner under this Loan Agreement is further contingent upon Owner causing to be delivered to the CDA, at the time of the loan closing, written agreements, approvals, certifications or authorizing actions as legal counsel for the CDA may deem necessary or appropriate to establish and confirm that all actions and approvals on behalf of, and/or by the Members of, the entities comprising Owner have been obtained and/or taken to authorize and approve the borrowing by Owner from the CDA of the façade loan pursuant to the terms of this Agreement and authorizing the execution and delivery of documents on behalf of the entities comprising Owner as anticipated by this Agreement.

6. In the event the Property or any portion of the Property or any interest therein is sold or transferred, directly or indirectly, by Owner prior to payment in full of the façade loan, the façade loan shall, at the option of the CDA, become immediately due and payable.

7. Owner agrees to maintain and provide to the City by not later than March 1, 2023, copies of invoices establishing that Owner has expended for improvements to the façades (defined as the visible exterior of the building and physical structure that supports it) of the building on the Property, including exterior façade redevelopment project architectural expenses, in a sum of not less than the amount received under this loan, and such lien waivers as the CDA or its legal counsel may deem appropriate.

8. Owner agrees that it will not discriminate against any contractor, employee or applicant for employment, nor any tenant or purchaser of all or any portion of the Property, because of age, race, color, national origin, religion, sex, sexual orientation, developmental disability as

defined in Section 51.05(5) of the Wisconsin Statutes, physical condition or handicap with respect to the ownership, redevelopment, improvement or leasing of the Property with respect to which this façade loan is being made by the CDA to Owner.

9. Closing of this facade loan transaction shall occur at the place designated by the CDA on or before April 30, 2022, or on such other date or at such other place as may be mutually agreed upon between the CDA and Owner.

10. No amendment, modification, termination or waiver of any provision of this Agreement, nor consent to any departure from this Agreement, shall in any way be effective unless the same shall be in writing and signed by the duly-authorized officer or officers or representatives of each of the parties to this Agreement.

11. The validity, construction and enforcement of this Agreement and the documents and agreements anticipated hereby shall be governed by the laws of the State of Wisconsin. The terms and provisions of this Agreement and the documents attached hereto as Exhibits shall not be more strictly construed against one party than against the other merely by virtue of the fact that this Agreement or such document has been prepared by legal counsel for one of the parties, it being recognized that both the CDA and Owner and their respective legal counsel have contributed, and/or have had the opportunity to contribute substantially and materially to the preparation and content of this Agreement and the documents attached hereto as Exhibits.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly-authorized officers and/or representatives on the date set forth below.

Executed on the dates set forth below, effective as of April 11, 2022.

April 11, 2022

COMMUNITY DEVELOPMENT AUTHORITY OF
THE CITY OF WHITEWATER, WISCONSIN

By:______________________________
Cathy Anderson, Executive Director

And By: ______________________________
Patrick Singer, Chair

April 11, 2022

BOWER'S HOUSE LLC

By:______________________________
Gregory Aprahamian, Member

EXHIBIT LISTING

EXHIBIT A	Façade Loan Promissory Notes
EXHIBIT B	Real Estate Mortgage
EXHIBIT C	Personal Guaranty

WISCONSIN ECONOMIC DEVELOPMENT

WEDC Program:	Community Development Investment (CDI)
Target Start Date:	Q4 2026
Applicant Entity:	Whipple Contractors LLC
Project Address:	183-187 W. Main Street, Whitewater, WI 53190

Redevelopment Narratives

PROJECT DESCRIPTION

1.a. Describe the redevelopment project. Details to include:

i. New construction and building renovation activities occurring on both the interior and exterior of the building
ii. Lot/site improvements including sewer/water, sidewalks, parking or patios, pedestrian or public space improvements
iii. Business(es) anticipated to occupy the space
iv. Describe the project/business(es) significance to the community (e.g. project contains childcare services, housing or fills a missing business type needed in the community)
v. Is the building historic? Does it qualify for Historic Tax Credits?
vi. Explain the location in relation to the downtown district, a main arterial road, or a prominent commercial district
vii. Highlight the extent to which the project supports best practices for smart growth and downtown development

The project involves the substantial interior and exterior renovation of the historic three-story building at 183-187 W. Main Street in downtown Whitewater, long known locally as Bower's House (originally Bower's Hotel, built c. 1880) and, more recently, as "the White Elephant." The building has sat vacant for an extended period of several years. The redevelopment will fully rehabilitate the structure, including new mechanical, electrical, and plumbing systems (HVAC approximately $168,675; plumbing approximately $190,000; electrical approximately $147,800), new insulation and drywall throughout, restored windows and exterior doors, and interior build-out of both the ground floor and upper floors, per the attached construction cost breakdown.

Because the project is a full interior rehabilitation of an existing downtown building on an established urban lot, lot/site improvements are limited. The City of Whitewater has already made complementary public infrastructure investments at the property, including replacement of the lead water service lateral in August 2024. No additional sewer/water, sidewalk, or public space improvements beyond work already completed by the City are anticipated as part of this scope.

The ground floor will be built out for one to two commercial tenant spaces; specific businesses have not yet been identified. Proposed uses could include retail or food and beverage establishments. The upper floors will be converted into 10 rental apartment units, with one unit being ADA accessible on the ground floor.

The project is significant to the community because it returns one of downtown Whitewater's most visible and long-vacant historic buildings to full productive use, addresses a documented downtown storefront vacancy rate of just over15% (11 of 72 ground-floor spaces, per the City's August 2026 downtown status update), and adds 10 new housing units in the downtown core at a time of tight rental housing supply. The building was constructed by Joseph Bower, one of the principal developers of Whitewater's historic downtown commercial district. Its age (c. 1880) and architectural character make it a prime candidate for preservation and rehabilitation work.

The property is located directly on West Main Street in the heart of downtown Whitewater, within Tax Incremental District #12, and is consistent with smart growth and downtown development best practices: it reuses an existing building rather than developing greenfield land, adds housing density within walking distance of Main Street businesses, UW-Whitewater, recreational amenities including Cravath Lakefront Park, and existing municipal infrastructure, and creates a mixed-use building that supports a walkable, activated downtown.

1.b. Describe any public/private partnerships developed and to what extent the applicant can ensure WEDC that all the activities outlined in 1.a. will be undertaken.

- Highlight capacity of the applicant and partners
- If applicable, highlight the status of the development agreement

The City of Whitewater is directly partnering with the developer on this project. The City previously provided a $75,000 façade improvement loan for the property (2022), which is anticipated to be paid off when the developer closes on the property. The City also funded infrastructure work to replace the property's lead water service lateral (August 2024). The City is now assisting the developer with this CDI application and is coordinating use of the approximately $213,000 in remaining funds from the property's previously awarded FY2022 WEDC CDI grant, which WEDC returned to available balance in 2025 after the redevelopment stalled under the prior building ownership.

The developer currently owns and operates a contracting company with a successful track record of completing development projects within the Walworth County area. He has confirmed he will be utilizing local subcontractors to complete the work on this project, in compliance with grant requirements. The full obligations of both the developer and the City will be spelled out in a full Development Agreement which will require Common Council approval.

1.c. Which eligible activities does the project fit under?

X	Building renovation		New construction
X	Historic Preservation		Infrastructure reinvestment
	Demolition		Building Relocation of CDI Project Property

1.d. Describe the potential of the project to act as a catalyst for additional development/investment in the district.

- State and explain if the project site located in an Opportunity Zone, a Rural Community (population under 5,000) or an Economically Distressed County defined by WEDC (see the budget cover page for the list or ask your WEDC Regional Director)?
- For secured, private developments, is a key component of the project to provide childcare services or expand housing availability (explain)?
- Has the area seen limited investments or disinvestments?
- Describe the potential economic impact on the area and any other factors of significant impact such as: projected employment, workforce attraction, and/or the involvement of diverse businesses.
- Explain any potential of the project to increase traffic to support nearby businesses.

Whitewater is not defined by WEDC as a Rural Community (its population is well above the 5,000-person threshold). The site is located in a current Opportunity Zone tract, and the City has already applied for recertification under OZ 2.0. Housing is a key component of this project: the creation of 10 new rental units directly expands the availability of downtown housing in a market with limited rental supply. The downtown area has seen measurable disinvestment; the subject building itself has sat vacant, and several other vacant buildings also await reactivation in the City's downtown.

The project is expected to generate significant construction-period employment (an approximately $2.5 million rehabilitation) and permanent economic impact through 10 new downtown households and one to two new ground-floor businesses, expanding downtown's customer base and tax base within TID #12. The addition of 10 resident households and the customers of new ground-floor businesses is expected to meaningfully increase foot traffic on Main Street, directly supporting neighboring downtown merchants and restaurants.

1.e. Demonstrate involvement of diverse and minority business interests; which may including planning and development, construction and end user(s).

The ground-floor commercial space(s) have not yet been leased, and end users have not been identified. The developer and City will prioritize outreach to local businesses and groups interested in being part of the redevelopment of the City's downtown. The City has a close working relationship with a local commercial brokerage, Anderson Commercial Group, who could be utilized to assist in business recruitment.

1.f. Describe any clean energy technology investments included in the project (e.g. solar panels, electric vehicle charging stations, use of state energy audit and/or energy rebate programs, etc.). *If you would like a referral to discuss energy efficient options with a Focus on Energy advisor, please click on the link or contact your Regional Economic Development Director.*

No clean energy technology investments (e.g., solar panels, EV charging) are currently budgeted in the attached construction cost breakdown. The comprehensive HVAC replacement (approximately $168,675) budgeted for the project presents a practical opportunity to specify high-efficiency mechanical systems.

FINANCIAL JUSTIFICATION
2.a. Describe the funding methods identified as "sources" in the Project Budget Worksheet. Include the status and timeline of receiving financing commitments.

The attached Bower's House cost breakdown worksheet documents a total construction ("hard cost") budget of $2,536,809.50, itemized by trade and payee. This represents substantially all of the developer's approximately $2.5 million total project cost. The worksheet reflects project uses (a contractor draw schedule); a complete sources-and-uses summary has not yet been finalized.

The CDI grant request draws on the approximately $213,000 balance remaining from the property's previously awarded FY2022 WEDC CDI grant, which was returned to WEDC in 2025 after the prior redevelopment attempt stalled. The developer and City confirm that this project will move forward only with CDI grant participation.

2.b. Describe the financial need for CDI grant funding that cannot be met through the private sector or the public sector.

The redevelopment of a circa-1880, long-vacant downtown building carries costs — full mechanical, electrical, and plumbing replacement, extensive drywall and insulation work, and general contracting oversight — that are disproportionate to the rents achievable from 10 modest downtown apartments and one to two small ground-floor commercial tenants in the Whitewater market.

This gap between total development cost (approximately $2.5 million) and the value the project can support through conventional debt and market-rate rents is precisely why the property remained vacant for years and why the prior redevelopment attempt under the previous building owner stalled after receiving, but not completing use of, a WEDC CDI grant award.

CDI grant funding using the approximately $213,000 balance already committed to this property but not yet expended closes that financing gap without requiring the developer to rely solely on higher-cost debt or a reduced-scope renovation that would compromise the building's historic character or the quality of the new housing units.

PREVIOUS PLANNING EFFORTS
3.a. Highlight the extent to which this project is included in adopted regional, municipal or downtown planning documents. Site the section and page numbers of the plan(s). If the site is not part of a plan, summarize the dates and meetings when municipal conversations have occurred about the project (or project location/site) in a public venue and describe the extent to which the project has community-wide support.

The property is located within Tax Incremental District #12 (established 2021), which the City of Whitewater created to support reinvestment in the downtown district, and the redevelopment of Bower's House is identified as a priority project in the City's downtown status reporting to the Common Council (January 2026 update). Earlier this year, during a "Visioning Session", the Common Council collectively identified reactivation and enhanced forus on the dowtnwon area as a priority. Further, the City's current Comprehensive Plan Update "Whitewater Forward" (expected to be approved in Q4 2026) identifies promoting reinvestment and business expansion in the City's downtown as an area of focus, supported by public and stakeholder feedback.

The City has already demonstrated its commitment to this specific property through prior public investment — a $75,000 façade loan (2022) and lead water lateral replacement (2024) — and by assisting the developer with this WEDC CDI application.

3.b. Explain if the project generally aligns with the Community Economic Development Strategy (CEDS) / Economic Development District (EDD) plan for the region? *(Check with the municipality, Regional Planning Commission or Regional Economic Development Director if you're unable to locate the plan.)*

[City staff will reach out to WCEDA to confirm this section].

READINESS TO PROCEED

4.a. Outline the anticipated timeline of the project, status of obtaining permits and status of architectural or site plan approvals.

Based on the attached construction cost breakdown and included interest-carry allowance, the developer anticipates a construction period of approximately 12 months from closing to completion, consistent with a full gut rehabilitation of this scope.

ATTACHMENTS FOR APPLICATION

5.a. Include up to four (4) photos of the current building/project site (one photo of each side of the building). Include renderings of the proposed exterior and interior improvements (if available).

Photos will be attached prior to submittal to WEDC.

RESOLUTION NO. 2026-R-43

A RESOLUTION SUPPORTING A COMMUNITY DEVELOPMENT INVESTMENT GRANT APPLICATION FOR THE REDEVELOPMENT OF 183 W MAIN STREET

WHEREAS, the property located at 183 W Main Street is a prominent and important building within the City of Whitewater's downtown and serves as a key focal point within the City's downtown commercial district; and,

WHEREAS, a developer currently has the property under contract and is pursuing redevelopment of the building to include new commercial space on the ground floor and residential apartments on the upper floor; and,

WHEREAS, the proposed redevelopment would preserve and reinvest in an important downtown property while creating additional commercial and residential opportunities within the City's downtown; and,

WHEREAS, the proposed project is anticipated to provide significant benefits to the downtown and the community as a whole by increasing the productive use of the property, supporting downtown economic activity, and adding additional housing opportunities; and,

WHEREAS, the developer intends to pursue a Community Development Investment Grant to assist with the costs associated with advancing the proposed redevelopment of the property; and,

WHEREAS, Community Development Investment Grant funding is necessary to help make the proposed project financially feasible and to assist in moving the redevelopment forward; and,

WHEREAS, the City of Whitewater previously supported the Community Development Investment Grant award associated with the property and recognizes the importance of continued investment in the redevelopment of this significant downtown property; and,

WHEREAS, the City of Whitewater supports efforts to encourage the redevelopment and productive reuse of significant downtown properties and believes the proposed project is consistent with the City's goals for downtown revitalization, economic development, and community investment; and,

NOW, THEREFORE BE IT RESOLVED, That the Common Council of the City of Whitewater hereby expresses its support for the proposed redevelopment of the property located at 183 W Main Street and for the developer's application for Community Development Investment Grant funding to assist with the project.

BE IT FURTHER RESOLVED, That the appropriate City officials are authorized to provide documentation and information reasonably necessary to demonstrate the City's support for the Community Development Investment Grant application.

BE IT FURTHER RESOLVED, That this resolution constitutes the City's support for the Community Development Investment Grant application and proposed redevelopment project and shall not be construed as approval of any future land use, zoning, site plan, building, development, financial, or other regulatory approvals that may be required for the project.

Resolution was introduced by Council Member ____________________, who moved for its adoption.

Seconded by Council Member ____________________.

DATE	September 1, 2026			
	YES	NO	PASS	ABSENT
Michael Smith				
Orin Artsmith				
Steven Sahyun				
Brian Schanen				
Neil Hicks				
Gavin Kellener				
Patrick Singer				
Total:				

ADOPTED: ________________________________

____
John Weidl, City Manager

ATTEST:

____
Heather Boehm, City Clerk

City of WHITEWATER	Community Development Authority
Meeting Date:	September 17, 2026
Agenda Item:	USDA Rural Business Development Grant Program
Staff Contact (name, email, phone):	Mason Becker, mbecker@whitewater-wi.gov, 262.443.4458

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

The Open Doors Wisconsin initiative is designed to support the development and expansion of small and emerging private businesses throughout the rural communities of Fort Atkinson, Whitewater, and Edgerton, WI. This is a project in collaboration with the Fort Atkinson Chamber of Commerce, City of Whitewater Chamber of Commerce, City of Whitewater, Enactus/UW-Whitewater and Edgerton Chamber of Commerce.

Grant funds will be utilized to run 10 workshops (3 per community and 1 that combines all communities) that address reducing barriers preventing entrepreneurs and small businesses from launching, expanding, and occupying available commercial spaces. Project activities will include entrepreneur recruitment, business planning assistance, technical assistance, mentorship, and business launch support. The project will assist entrepreneurs seeking to establish new businesses, existing businesses seeking expansion opportunities, and property owners willing to make commercial spaces available for business occupancy.

By combining technological assistance like website design and social media marketing support, entrepreneurial support services like market feasibility guidance and financial projections, and strategic activation of underutilized commercial properties, the project will create new opportunities for business development while strengthening downtown economies throughout the region. These activities are expected to result in 5-9 new businesses launching or expanding, 2-4 commercial spaces being activated and 15-22 jobs being created within three years.

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

None

FINANCIAL IMPACT
(If none, state N/A)

Total award amount is $49,347

STAFF RECOMMENDATION

None

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

- USDA Rural Business Development Grant Application

Application for Rural Business Development Grant

Section 1: Summary Information
Legal Name of Applicant: Fort Atkinson Chamber of Commerce
Requested Grant Amount: $ **49,347**

Section 2: Applicant Eligibility
Applicant Type–Check One:
☒Nonprofit Entity
☐Public Body/Government Entity
☐Federally recognized Indian Tribe

UEI #: U1JBQNGLRQ25
Expiration Date: 06/10/2027

Section 3: Project Eligibility
Project Type – Check One:
☒Enterprise Grant
☐Opportunity Grant

All Grant Applicants
3.1. Relationships to RD employees - §4280.406(b)
This is to certify that I, as the Applicant, have ☐ a known or ☒ no known relationship or association with a Rural Development employee.

3.2. Rural Location - §4280.403, §4280.416(a)(4)
Applicant (grantee) organizations may be located in "rural" or "non-rural" communities. Benefitting business(es) must be located in a rural community with a population of 50,000 or less population and not located in a city or town located within the urbanized area contiguous and adjacent to a city or town with a population over 50,000. You may verify rural eligibility of benefitting business(es) using the Rural Eligibility Website. Note your agreement here that all business(es) to be served will be located in eligible rural area(s)**: YES**

Enterprise Grant Applicants Only
3.3. Small and Emerging Private Business Enterprise Requirement - §4280.403
All businesses assisted with RBDG enterprise grant funds must meet the following definition: "Any private business which will employ 50 or fewer new employees and has less than $1 million in projected gross revenues." Note your agreement here that all business(es) assisted will meet the RBDG program definition of small and emerging private business enterprise:
YES

3.4. Development or Financing of Small & Emerging Private Businesses - §4280.417(b)(2)
Describe how grant funds will be used to finance and/or develop Small and Emerging Businesses in Rural Areas:

The Open Doors Wisconsin initiative is designed to support the development and expansion of small and emerging private businesses throughout the rural communities of Fort Atkinson, Whitewater, and Edgerton, WI.

Grant funds will be utilized to run 10 workshops (3 per community and 1 that combines all communities) that address reducing barriers that prevent entrepreneurs and small businesses from launching, expanding, and occupying available commercial spaces. Project activities will include entrepreneur recruitment, business planning assistance, technical assistance, mentorship, and business launch support. The project will assist entrepreneurs seeking to establish new businesses, existing businesses seeking expansion opportunities, and property owners willing to make commercial spaces available for business occupancy. By combining technological assistance like website design and social media marketing support, entrepreneurial support services like market feasibility guidance and financial projections, and strategic activation of underutilized commercial properties, the project will create new opportunities for business development while strengthening downtown economies throughout the region. These activities are expected to result in 5-9 new businesses launching or expanding, 2-4 commercial spaces being activated and 15-22 jobs being created within three years.

3.5. Revolving Loan Fund (RLF) Requests Only - §4280.453 **DOES NOT APPLY**
RBDG Revolving Loan Funds are processed in accordance with Subpart 4274-D, Intermediary Relending Program and serviced in accordance with Subpart 1951-R. RBDG revolving loan funds are limited to financing no more than 75% of total project costs. Applicants must identify in the Project Budget the minimum 25% non-federal leverage funds. Please utilize the separate RBDG Revolving Loan Fund guide for additional application requirements.

Opportunity Grant Applicants Only
3.6 Economic Development Result - §4280.417(b)(1) **DOES NOT APPLY**
Opportunity Type Grants may be made only when there is reasonable prospect that the project will result in economic development of a rural area. A “reasonable prospect for economic development” refers to a situation where there is a substantial likelihood, based on available information and analysis, that a particular project, initiative, or region has the potential to experience significant economic growth and positive development, considering factors like market demand, resource availability, technological feasibility, and financial viability; essentially, a well-founded expectation that economic benefits will materialize from a proposed development plan. Describe the economic development that will occur as a result of the proposed project. Include demonstration of project sustainability. Supporting Documentation can be inserted in Appendix E

3.7. Consistency with Local and Area Strategic Plans - §4280.417(d) **DOES NOT APPLY**
Grants may be made only when the proposed project is consistent with local and area-wide strategic plans for community and economic development, coordinated with other economic development activities in the project area and consistent with USDA Rural Development State Strategic Plan.

Section 4: Written Narrative

4.1. Project Need and Benefits - §4280.427(d)(1)
Explain the project need and benefits. Supporting documentation can be inserted in Appendix E:

The communities of Fort Atkinson, Whitewater, and Edgerton represent important rural economic centers within Jefferson and Rock Counties. Each rural community possesses active downtown districts, engaged local leadership, and strong entrepreneurial potential. However, each community also faces challenges related to vacant and underutilized commercial properties, limited entrepreneur access to commercial space, and insufficient resources to support small business growth. This initiative increases utilization of existing rural assets and reduces economic leakage.

In Fort Atkinson, approximately sixty downtown commercial properties support the city's Main Street district. Current estimates indicate that approximately fifteen percent of these commercial properties are vacant or significantly underutilized. In Whitewater, of the 72 available commercial properties downtown, 10 remain vacant, which is an almost 14% vacancy rate. In Edgerton, downtown businesses generated approximately $545,000 in private investment and $113,650 in public investment during the past year. The district welcomed six new businesses and 13.5 new jobs, but also experienced six business closures or relocations resulting in the loss of 14.5 jobs.

These figures demonstrate both the momentum and challenges facing these communities. Entrepreneurial interest remains strong, with local chambers of commerce, municipalities, UW–Whitewater, Enactus, and other community partners consistently engaging aspiring business owners. However, many entrepreneurs face barriers related to commercial space, startup resources, technical assistance, and business planning. Expanding these support services, along with commercial space activation efforts, will be critical to improving business retention, increasing occupancy, and translating community investment into sustained regional economic growth.

The Open Doors Wisconsin initiative addresses these barriers through a coordinated regional approach focused on commercial space activation, entrepreneur development, business support services, and community engagement.

Project benefits include:

- **Increased business formation and expansion**
- **Enhanced business knowledge for participants**

- **Increased private-sector investment**
- **New employment opportunities**
- **Stronger entrepreneurial ecosystems**
- **Greater regional collaboration**
- **Increased community vitality and business occupancy**
- **Potential activation of vacant and underutilized commercial properties**

4.2. Eligible Grant Purpose - §4280.427(d)(1)
Explain how the proposed project meets the eligible grant purposes as listed in regulation 4280.417: Opportunity Projects §4280.417(a)(1) or Enterprise Projects §4280.417(a)(2). Supporting documentation can be inserted in Appendix E:

The proposed project qualifies as an Enterprise Project under the USDA Rural Business Development Grant program.

Our initiative will provide technical assistance and business development services to small and emerging businesses located within three rural communities.

Our project activities directly support eligible purposes including:

- **Business development assistance**
- **Technical assistance services**
- **Entrepreneurial training**
- **Small business support**
- **Economic development activities**
- **Community business development initiatives**

This project has the potential to increase business activity, create jobs, improve utilization of commercial infrastructure, and strengthen rural economic development throughout our area.

4.3. Area to be Served - §4280.427(d)(2)
Describe the area to be served, identifying each governmental unit (i.e. town, county, etc.) to be affected by the project:

The project will serve three rural Wisconsin communities:

- **Fort Atkinson**
- **Whitewater**
- **Edgerton**

These three communities represent a strategically connected rural corridor with complementary economic characteristics. Fort Atkinson (population ~12,000) serves as a regional employment and healthcare hub with an established downtown and manufacturing base. Whitewater (population ~14,800) is home to a major university

(UW–Whitewater), providing a strong pipeline of young entrepreneurs, workforce talent, and innovation resources. Edgerton (population ~6,000) is a growing rural community strategically located between Madison and Janesville, with increasing residential growth but limited local commercial amenities, creating strong demand for additional small business development.

Together these communities form a connected regional economic corridor characterized by shared workforce participation, consumer activity, educational resources, and business development opportunities. Our project will directly serve entrepreneurs, small businesses, commercial property owners, and economic development stakeholders throughout the region while generating broader benefits for surrounding rural communities.

4.4. Businesses Assisted – Economic Development - §4280.427(d)(4)
Describe the business(es) to be assisted, if appropriate; and Economic Development to be accomplished:
The project is expected to directly assist approximately twenty-two small and emerging businesses during the grant period of one year.

Our workshops can aid a variety of business owners, including:
- **Retailers**
- **Restauranteurs**
- **Personal and professional service providers**
- **Artisans**
- **Home-based business owners transitioning into commercial spaces**

Economic development outcomes include:
- **Fifty entrepreneurs participating in training and technical assistance activities (10-20 per community)**
- **4-7 Property Owners learning more about supporting Start-ups Businesses**
- **7-12 completed business plans or expansion plans**
- **2-4 commercial spaces activated**
- **5-9 new business launches or expansions**
- **Increased downtown occupancy and commercial activity**
- **Increased private investment in participating communities**

4.5. Rationale: Project Area & Businesses Assisted - §4280.427(d)(7)
Describe the method and rationale used to select the area(s) and business(es) that will benefit from assistance:

Fort Atkinson, Whitewater, and Edgerton were selected because they share similar economic development challenges and opportunities while possessing strong local

leadership and demonstrated commitment to entrepreneurship. All three of these communities have worked with UW-Whitewater's two-time National Champion Enactus Team to begin creating greater support for emerging entrepreneurs. Now, we are looking to take the next steps together to make lasting change in our communities.

Each of our communities has available commercial space, active economic development partners, and entrepreneurs seeking opportunities to launch or expand businesses. The regional approach allows communities to better share resources, attract entrepreneurs, leverage university support, and maximize economic development outcomes. Businesses receiving assistance will be selected through an application and evaluation process focused on business readiness, economic impact potential, job creation potential, and commitment to locating within participating communities.

4.6. Project Execution - §4280.427(d)(8)
Describe how the work will be performed including whether organization staff, consultants or contractors will be used:

The Fort Atkinson Chamber of Commerce will serve as lead applicant and project Administrator.

Project implementation will occur through four integrated tasks:
Task 1 – Regional Opportunity Mapping and Entrepreneur Recruitment
The Chamber and community partners will recruit entrepreneurs interested in establishing or expanding businesses within participating communities.
Task 2 – Entrepreneur Development and Technical Assistance
UW-Whitewater and UW-Whitewater Enactus will provide entrepreneur development services including business planning, financial modeling, market research, mentorship, and business coaching in each of the three communities.
Task 3 – Resource Matching
Participating communities may identify high-potential entrepreneurs and connect them with available commercial opportunities and financial resources.
Task 4 – Commercial Space & Entrepreneur Activation Program
The project will provide education to building owners on occupancy barriers and encourage introductions to interested entrepreneurs to aid in activation of vacant and underutilized commercial spaces.

4.7. Applicant Experience – Key Personnel - §4280.427(d)(7)
Describe applicant entity demonstrated capability and experience in providing the proposed assistance or similar economic development activities. Include experience of key personnel providing project activities and managing project:

The Fort Atkinson Area Chamber of Commerce possesses extensive experience in business engagement, downtown development, economic development initiatives, and community partnership coordination, as we have thrived since 1899. Executive Director Shauna Wessely has been in her role at the Chamber for the past four years, and has demonstrated leadership in economic development, business recruitment, downtown activation, and collaborative regional initiatives with multiple partners. Through programs like BOOST Fort Atkinson and related community development efforts, the Chamber has successfully engaged entrepreneurs, property owners, municipalities, and community stakeholders in efforts to strengthen local economic activity. The Fort Atkinson Area Chamber of Commerce will oversee the project in Fort Atkinson, and will complete all of the reporting requirements for the entirety of the project.

The Edgerton Area Chamber of Commerce will serve as the lead convener in Edgerton, leveraging the complementary expertise of the City of Edgerton and Edgerton Community Outreach (ECO). Although the Chamber is currently undergoing a leadership transition and has limited experience administering large federal economic development grants, it has a strong track record of engaging businesses, coordinating stakeholders, and collaborating with community partners to advance business growth, workforce development, housing, and community vitality. The City of Edgerton contributes significant experience in economic development planning, redevelopment, infrastructure investment, Tax Increment Financing (TIF), and administration of federally and state-funded housing rehabilitation programs, demonstrating proven capacity in grant compliance, financial oversight, and project management. ECO adds more than 30 years of experience managing grant-funded programs focused on housing stability, workforce barriers, homelessness prevention, and economic self-sufficiency through a variety of federal, state, local, and philanthropic funding sources, with extensive expertise in compliance, reporting, case management, and community development.

The Whitewater Area Chamber of Commerce and the Economic Development arm of the City of Whitewater will collaborate as the project leads in Whitewater. Karin Silvius, Mason Becker and Ashwini Rao have decades of experience fostering economic growth in our region, and are now teaming up to serve this specific community. Additionally, the University of Wisconsin-Whitewater is the largest business school in Wisconsin, and contributes expertise in entrepreneurship, innovation, business planning, community engagement, and experiential learning. UW-Whitewater Enactus, a student-led entrepreneur team focusing on using business principles as a force for good, has a nationally-recognized record of developing and implementing community-based entrepreneurship initiatives and business development projects.

Together, the project partners possess the capacity, expertise, and relationships necessary to successfully implement the proposed project.

4.8. Coordination with Area Economic Development Activities (Opportunity Grant Applicants Only) - §4280.427(d)(3) **DOES NOT APPLY**
Description of how the project will coordinate Economic Development activities with other Economic Development Activities within the project area. Supporting Documentation can be inserted in Appendix E:

4.9. Job Impact – 3 Years - §4280.427(d)(5)
Explain how the project will result in newly created, increased or supported jobs and the number of projected new and supported jobs within 3 years:

Although project implementation will occur during a twelve-month period, economic impacts are expected to continue beyond the grant period.

Within three years, the project is expected to contribute to:

- **18 businesses directly assisted**
- **4-9 new business launches or expansions**
- **15-22 jobs created**
- **18-25 jobs retained**
- **Increased downtown occupancy**
- **Increased private-sector investment**
- **Enhanced regional entrepreneurial capacity**

4.10. Jobs Created/Saved - §4280.427(d)(5)
Describe how the proposed project will create jobs or save existing jobs in the service area and provide an estimated number of jobs created and jobs saved within the project execution time frame. This is evidenced by letters from rural businesses that will be directly assisted in Appendix E:

The project is expected to generate measurable employment outcomes through business launches, business expansions, and activation of downtown commercial properties.

Estimated Jobs Created: 22
Estimated Jobs Retained: 22
Total Businesses Assisted: 50
Type of Businesses Assisted: Small Businesses
Types of Plans Accomplished:

- **Business Plans**
- **Expansion Plans**
- **Market Feasibility Assessments**
- **Business Launch Plans**

4.11. Suggested Performance Criteria - §4280.427(d)(9)
Suggest one or more relevant criterion to be used to evaluate the performance of the grant project during its operational phase post-award, as benchmarks to assess whether or not the primary goals and objectives proposed in the scope of work are accomplished during the project period. These criteria should relate to the overall project goal of financing and/or assisting small and emerging businesses or conducting business opportunity projects, with a resulting creation or saving of jobs.

Project performance will be evaluated using the following measures:

- **18 businesses directly assisted**
- **50 entrepreneurs participating in training and technical assistance**
- **7 completed business plans**
- **2-4 commercial spaces activated**
- **4-9 business launches or expansions**
- **22 jobs created**
- **22 jobs retained**
- **9 Reverse Pitch Workshop Using Human Design-Thinking Completed (3 per community)**
- **1 Property Owner Workshop Completed**
- **1 regional entrepreneur showcase hosted**

These performance measures directly support USDA objectives related to small business development, job creation, economic development, and rural community Vitality.

Section 5: Scope of Work and Budget Summary

Please include your proposed Scope of Work (SOW) which will include a description of the proposed project, e.g., Revolving Loan Fund, Technical Assistance, Industrial Site, Business Opportunity and Other Business Development, details of the proposed activities to be accomplished, budget for the proposed activities to be accomplished, timeframes for completion of each task, the number of months duration of the project, and the estimated time it will take from grant approval to beginning of project implementation.
The Scope of Work will be used to measure the performance of the grantee. It is important to provide specific information as to how the grant funds will be utilized and who is responsible for each task of the project. Please provide enough detail to the scope of work to thoroughly explain your project.
RBDG grants must be utilized within twelve months. For example, it is recommended to start the SOW as of October 1, 2025 and running it as late as September 30, 2026.
Revolving Loan Fund applicants may request an example of a RLF specific Scope of Work as well as lending policies. RLF's must also plan to fully expend grant funds within twelve months.
If indirect (administration) costs are included within the budget, the grant applicant may use an approved federally negotiated indirect cost rate. A copy of the current rate agreement must be

provided with the application. Otherwise, indirect costs are limited to 15% of the modified total direct costs as defined by the CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

Enter your Scope of Work description here:

Our Scope of Work will begin in December 2026. (If we can begin sooner, we will do so.)

Each community will work with UW-Whitewater and the UW-Whitewater Enactus Team to complete opportunity mapping and determine details for their 3 workshops: venue, time, dates, food, and marketing. Each workshop will be publicized by the community entities to community members and to business owners. (Community members are encouraged to attend to offer business owners their perspective on the customer experience and perceived community needs.) The workshop sequence, provided by the UW-Whitewater Enactus Team and expert consultants, will include challenge exploration, resolutions using human design-thinking, and activation. All challenge workshops will run in Q1, all resolution workshops will run in Q2, and all activation workshops will run in Q3. This leaves Q4 to complete the landlord education workshop and regional entrepreneur showcase. (Both of those Q4 items will be a collaboration of all 3 communities with Fort Atkinson taking the lead, and UW-Whitewater providing external business contacts and resources.)

a. **Project Scope of Work & Budget Summary**:

Task #	**Task Name**	**Entity**	**Start**	**End**	**RBDG Funds**
1	Mapping & Entrepreneur Recruitment	UWW, UWW Enactus, all communities	Dec 1, 2026	Jan 31, 2027	$8,200
2	Entrepreneur Development & Technical Assistance	UWW, UWW Enactus, all communities	Feb 1, 2027	Sept 1, 2027	$24,747
3	Resource Matching	UWW, UWW Enactus, all communities	Sept 1, 2027	Dec 1, 2027	$8,200
4	Activation Program	UWW, UWW Enactus, Fort Atkinson Chamber	Oct 1, 2027	Dec 1, 2027	$8,200
Total Project					$49,347

b. Task Budget Format

Task 1	Task 2	Task 3	Task 4
Personnel- $3,750	Personnel- $3,750	Personnel- $3,750	Personnel- $3,750
Supplies- $250	Supplies- $4,250	Supplies- $250	Supplies- $250
Contractor- $4,000	Contractor- $9,847	Contractor- $4,000	Contractor- $4,000
Other (local travel) - $200	Other (local travel & expert consultants)- $6,900	Other (local travel) - $200	Other (local travel) - $200
Total: $8,200	Total: $24,747	$8,200	$8,200
			Overall: $49,347

Personnel reimburses organization staff to execute the programming.

Supplies include printing, marketing, venue, and food costs to run the programs.

Contractor includes engaging UW-Whitewater and the UW-Whitewater Enactus team for their expertise in rural economic development work with entrepreneurs.

Other accounts for local travel expenses and hiring consulting experts for the workshops.

This Scope of Work is submitted by the grantee. Upon approval by the grantor, the grantee agrees that no changes will be made to the Scope of Work without prior written approval by the grantor.

Shauna ML Wessely
(Applicant Name/Grantee)

By: Shauna ML Wessely ____________ 8-26-2026
Executive Director Date

This Scope of Work is hereby approved by USDA - Rural Development.
USDA - RURAL DEVELOPMENT

By: ______________________ ______________________ ______________
(Signature) (Title) (Date)

CITY OF WHITEWATER

REVENUES WITH COMPARISON TO BUDGET

FOR THE 8 MONTHS ENDING AUGUST 31, 2026

ECONOMIC DEVELOPMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
	OTHER FINANCING SOURCES					
900-49265-56	TRANSFER TID #4 AFFORD HOUSING	.00	.00	50,000.00	50,000.00	.0
900-49266-56	TRANSFER TID #11-ADMIN	.00	.00	25,000.00	25,000.00	.0
900-49267-56	TRANSFER TID #12-ADMIN	.00	.00	25,000.00	25,000.00	.0
900-49270-56	TRANSFER TID #10-ADMIN	.00	.00	50,000.00	50,000.00	.0
900-49290-56	GENERAL FUND TRANSFER	130,000.00	130,000.00	130,000.00	.00	100.0
900-49300-56	FUND BALANCE APPLIED	.00	.00	23,455.00	23,455.00	.0
	TOTAL OTHER FINANCING SOURCES	130,000.00	130,000.00	303,455.00	173,455.00	42.8
	TOTAL FUND REVENUE	130,000.00	130,000.00	303,455.00	173,455.00	42.8

CITY OF WHITEWATER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2026

ECONOMIC DEVELOPMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
	CDA					
900-56500-111	SALARIES	14,220.16	116,952.90	187,896.43	70,943.53	62.2
900-56500-151	FRINGE BENEFITS	4,884.97	41,221.93	64,989.91	23,767.98	63.4
900-56500-210	PROFESSIONAL DEVELOPMENT	90.00	3,068.00	4,500.00	1,432.00	68.2
900-56500-212	LEGAL SERVICES	452.50	1,725.50	12,000.00	10,274.50	14.4
900-56500-215	PROFESSIONAL SERVICES	.00	6,720.00	6,720.00	.00	100.0
900-56500-222	COUNTY/REGIONAL ECON DEV	.00	10,597.50	12,483.35	1,885.85	84.9
900-56500-223	MARKETING	.00	168.80	1,545.00	1,376.20	10.9
900-56500-224	SOFTWARE/HARDWARE MAINTENANCE	211.44	3,749.40	6,670.74	2,921.34	56.2
900-56500-225	TELECOM/INTERNET/COMMUNICATION	79.64	506.37	1,367.57	861.20	37.0
900-56500-310	OFFICE & OPERATING SUPPLIES	95.61	556.54	630.00	73.46	88.3
900-56500-311	POSTAGE	.00	.74	210.00	209.26	.4
900-56500-325	PUBLIC EDUCATION	100.23	387.24	242.00	(145.24)	160.0
900-56500-330	TRAVEL EXPENSE	5.00	250.04	3,888.00	3,637.96	6.4
900-56500-341	MISC EXPENSE	.00	.00	312.00	312.00	.0
	TOTAL CDA	20,139.55	185,904.96	303,455.00	117,550.04	61.3
	TOTAL FUND EXPENDITURES	20,139.55	185,904.96	303,455.00	117,550.04	61.3
	NET REVENUE OVER EXPENDITURES	109,860.45	(55,904.96)	.00	55,904.96	.0

CITY OF WHITEWATER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2026

CDA PROGRAMS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
	FACADE LOAN REVENUE					
910-44005-00	FACADE INT-BOWER'S HOUSE $50K	14.57	154.51	420.00	265.49	36.8
910-44006-00	FACADE INT-SHABANI INV LLC 50K	154.84	1,252.40	1,920.00	667.60	65.2
	TOTAL FACADE LOAN REVENUE	169.41	1,406.91	2,340.00	933.09	60.1
	ACTION LOAN REVENUE					
910-46001-00	INT INC-ACTION-LRN DEPOT $41K	.00	47.65	320.00	272.35	14.9
910-46008-00	INT INC-ACTION-SAFEPRO $100K	206.70	1,770.00	3,072.00	1,302.00	57.6
	TOTAL ACTION LOAN REVENUE	206.70	1,817.65	3,392.00	1,574.35	53.6
	MISCELLANEOUS REVENUE					
910-48103-00	INTEREST INCOME-FACADE	201.28	1,368.97	900.00	(468.97)	152.1
910-48104-00	INTEREST INCOME-HOUSING	.00	81.63	.00	(81.63)	.0
910-48108-00	INTEREST INCOME-SEED FUND	114.77	897.18	2,000.00	1,102.82	44.9
910-48109-00	INTEREST INCOME-ACTION FUND	2,106.57	17,637.66	25,000.00	7,362.34	70.6
910-48605-00	RENTAL INCOME-CROP LEASES	.00	8,758.00	16,000.00	7,242.00	54.7
	TOTAL MISCELLANEOUS REVENUE	2,422.62	28,743.44	43,900.00	15,156.56	65.5
	OTHER FINANCING SOURCES					
910-49300-56	FUND BALANCE APPLIED	.00	.00	19,581.00	19,581.00	.0
	TOTAL OTHER FINANCING SOURCES	.00	.00	19,581.00	19,581.00	.0
	TOTAL FUND REVENUE	2,798.73	31,968.00	69,213.00	37,245.00	46.2

CITY OF WHITEWATER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2026

CDA PROGRAMS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
	CDA PROGRAMS					
910-56500-212	LEGAL/PROFESSIONAL/MARKETING	577.50	15,777.56	23,770.00	7,992.44	66.4
910-56500-219	PROFESSIONAL SERVICES	.00	2,250.00	5,193.00	2,943.00	43.3
910-56500-404	HOUSING LOANS/EXPENSES	.00	5,611.20	1,197.00	(4,414.20)	468.8
910-56500-407	ECON DEV-LOAN EXPENSES	.00	.00	3,272.00	3,272.00	.0
910-56500-408	RENTAL & PROPERTY EXPENSES	.00	86,163.01	28,458.00	(57,705.01)	302.8
910-56500-525	ACTION GRANTS-BUSINESS DEV	.00	.00	7,323.00	7,323.00	.0
	TOTAL CDA PROGRAMS	577.50	109,801.77	69,213.00	(40,588.77)	158.6
	TOTAL FUND EXPENDITURES	577.50	109,801.77	69,213.00	(40,588.77)	158.6
	NET REVENUE OVER EXPENDITURES	2,221.23	(77,833.77)	.00	77,833.77	.0

CITY OF WHITEWATER
BALANCE SHEET
AUGUST 31, 2026

Item 6.

ECONOMIC DEVELOPMENT FUND

		BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
	ASSETS				
900-11100	CASH	13,125.17	109,860.45	(74,984.50)	(61,859.33)
900-19000	GASB 68-WRS NET PENSION ASSETS	(4,538.61)	.00	.00	(4,538.61)
900-19021	GASB 68-WRS DOR	27,328.68	.00	.00	27,328.68
900-19999	GASB 68-PENSION CLEARING ACCT	(4.00)	.00	.00	(4.00)
	TOTAL ASSETS	35,911.24	109,860.45	(74,984.50)	(39,073.26)
	LIABILITIES AND EQUITY				
	LIABILITIES				
900-21100	ACCOUNTS PAYABLE	10,293.65	.00	(10,293.65)	.00
900-21106	WAGES CLEARING	8,785.89	.00	(8,785.89)	.00
900-23810	ACCRUED VACATION & SICK LEAVE	3,569.61	.00	.00	3,569.61
900-29011	GASB 68-WRS DIR	13,407.45	.00	.00	13,407.45
	TOTAL LIABILITIES	36,056.60	.00	(19,079.54)	16,977.06
	FUND EQUITY				
900-34300	PROPRIETARY CAPITAL	(145.36)	.00	.00	(145.36)
	UNAPPROPRIATED FUND BALANCE:				
	REVENUE OVER EXPENDITURES - YTD	.00	109,860.45	(55,904.96)	(55,904.96)
	BALANCE - CURRENT DATE	.00	109,860.45	(55,904.96)	(55,904.96)
	TOTAL FUND EQUITY	(145.36)	109,860.45	(55,904.96)	(56,050.32)
	TOTAL LIABILITIES AND EQUITY	35,911.24	109,860.45	(74,984.50)	(39,073.26)

CITY OF WHITEWATER
BALANCE SHEET
AUGUST 31, 2026

CDA PROGRAMS FUND

		BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
	ASSETS				
910-11600	CDBG-HOUSING CHK-1CSB XXX450	8,782.80	.00	(8,782.80)	.00
910-11702	FACADE CKING-1ST CIT- XXX442	44,816.44	2,619.87	20,717.69	65,534.13
910-11800	LOAN FUND-FRST CITZNS-XXX127	294,597.05	(66,208.41)	301,090.39	595,687.44
910-11801	ACTION-LAND PURCHASE-XXX127	419,843.62	.00	(419,843.62)	.00
910-11900	GRANT FUND-ASSOC BK XXXXX3734	141,460.80	114.77	897.18	142,357.98
910-13500	PAUQUETTE CENTER LOAN RECV	80,948.80	(1,289.52)	(10,316.16)	70,632.64
910-13501	ACTION-LEARNING DEPOT $41,294	4,140.64	.00	(4,140.64)	.00
910-13508	ACTION-FINE FOOD ARTS $30,000	30,000.00	.00	.00	30,000.00
910-13509	ACTION-SAFEPRO TECH $100K	70,725.80	(1,266.30)	(10,014.00)	60,711.80
910-13511	ACTION-EDGERTON HOSPITAL-$140K	140,000.00	.00	.00	140,000.00
910-13512	ACTION-SAFEPRO TECH $106,794	106,794.00	.00	.00	106,794.00
910-13513	ACTION-STELLAR VINTAGE $70,500	.00	70,500.00	70,500.00	70,500.00
910-13999	ACTION LOAN-LOAN LOSS RESERVE	(30,000.00)	.00	.00	(30,000.00)
910-14000	CDBG HOUSING-MO301	8,220.00	.00	.00	8,220.00
910-14001	CDBG HOUSING-A8416	10,203.84	.00	.00	10,203.84
910-14003	CDBG HOUSING-B935	18,420.02	.00	.00	18,420.02
910-14006	CDBG HOUSING-C932	8,062.00	.00	.00	8,062.00
910-14009	CDBG HOUSING-J8802	10,818.00	.00	.00	10,818.00
910-14011	CDBG HOUSING-M8501	11,000.90	.00	.00	11,000.90
910-14013	CDBG HOUSING-P954	11,000.00	.00	.00	11,000.00
910-14016	CDBG HOUSING-V902	12,504.15	.00	.00	12,504.15
910-14025	CDBG HOUSING-M0801	18,422.00	.00	.00	18,422.00
910-14026	CDBG HOUSING-B0803-0901	34,448.00	.00	.00	34,448.00
910-14030	CDBG HOUSING-HO#13-2016	8,000.00	.00	.00	8,000.00
910-14031	CDBG HOUSING-HO#4	37,795.00	.00	.00	37,795.00
910-14038	CDBG HOUSING-HO#14	18,000.00	.00	.00	18,000.00
910-14039	CDBG HOUSING-HO#15	36,815.00	.00	.00	36,815.00
910-14040	CDBG HOUSING-HO#18	4,235.00	.00	.00	4,235.00
910-14041	CDBG HOUSING-HO#22	6,688.75	.00	.00	6,688.75
910-15000	CAP CAT-SLIPSTREAM-$102,500	102,500.00	.00	.00	102,500.00
910-15003	CAP CAT-SLIPSTREAM-$42,000	42,000.00	.00	.00	42,000.00
910-16008	FACADE-BOWERS HOUSE LLC $50K	31,520.86	(2,101.03)	(16,770.29)	14,750.57
910-16009	FACADE-SHABANI INV LLC $50K	47,475.40	(148.15)	(1,171.52)	46,303.88
910-17002	UDAG-SLIPSTREAM-LOC	12,500.00	.00	.00	12,500.00
910-17999	UDAG-LOAN LOSS RESERVE	(12,500.00)	.00	.00	(12,500.00)
910-18350	LAND	565,797.38	.00	.00	565,797.38
910-18360	REAL ESTATE	6,128,544.00	.00	.00	6,128,544.00
	TOTAL ASSETS	8,484,580.25	2,221.23	(77,833.77)	8,406,746.48
	LIABILITIES AND EQUITY				
	LIABILITIES				
910-22000	ACCUM DEPREC-BUILDING	1,709,182.14	.00	.00	1,709,182.14
910-25100	DUE TO GENERAL FUND	3,372.15	.00	.00	3,372.15
	TOTAL LIABILITIES	1,712,554.29	.00	.00	1,712,554.29
	FUND EQUITY				

CITY OF WHITEWATER
BALANCE SHEET
AUGUST 31, 2026

CDA PROGRAMS FUND

		BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
910-30110	CONTRIBUTED CAPITAL	275,171.53	.00	.00	275,171.53
910-34300	PROPRIETARY CAPITAL	5,965,956.50	.00	.00	5,965,956.50
910-34400	RESERVE FOR LAND PURCHASES	530,897.93	.00	.00	530,897.93
	UNAPPROPRIATED FUND BALANCE:				
	REVENUE OVER EXPENDITURES - YTD	.00	2,221.23	(77,833.77)	(77,833.77)
	BALANCE - CURRENT DATE	.00	2,221.23	(77,833.77)	(77,833.77)
	TOTAL FUND EQUITY	6,772,025.96	2,221.23	(77,833.77)	6,694,192.19
	TOTAL LIABILITIES AND EQUITY	8,484,580.25	2,221.23	(77,833.77)	8,406,746.48

Report Criteria:
Report type: GL detail
Invoice Detail.GL account = 9001000000-90099999999,9101000000-91099999999

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Notes	Description	Invoice Number	Invoice GL Account	Invoice Amount
900									
08/26	08/20/2026	100840	291	GORDON FLESCH CO INC		JUL 2026 COPIES CHARGE	IN15728229	900-56500-310	7.41
08/26	08/19/2026	900198	8487	US BANK	MASON BECKER-WHITEWA	Chamber event: Multi-Chamber Business Over Breakfast	Aug 2026	900-56500-210	20.00
08/26	08/19/2026	900198	8487	US BANK	MASON BECKER-THE BUSI	MKE Business Journal subscription	Aug 2026	900-56500-210	70.00
08/26	08/19/2026	900198	8487	US BANK	DESTINE BAUSCHKE-STAF	Jun 2026 gen legal svcs	Aug 2026	900-56500-212	452.50
08/26	08/19/2026	900198	8487	US BANK	BECKY MAGESTRO-SQ *KE	new homeowners gifts	Aug 2026	900-56500-310	88.20
08/26	08/19/2026	900198	8487	US BANK	BECKY MAGESTRO-CANVA	Whitewater renters info printed out	Aug 2026	900-56500-325	100.23
08/26	08/19/2026	900198	8487	US BANK	MASON BECKER-UWW PAR	Parking for Chamber event	Aug 2026	900-56500-330	5.00
Total 900:									743.34
Grand Totals:									743.34

M = Manual Check, V = Void Check

Item 6.

Loan Balances

ACTION FUND ACCT #	CLIENT	Origination Date	ORIGINAL LOAN	07/31/2026 BALANCE	PRINCIPAL	INTEREST	08/31/2026 BALANCE	Legal Costs*	Amount Written Off	NOTES
910-13500	PAUQUETTE CENTER LOAN RECV	11/04/2020	$158,320.00	$71,922.16	1,289.52	0.00	$70,632.64			Current
910-13501	ACTION-LEARNING DEPOT $41,294	07/01/2016	$41,294.63	$0.00	0.00	0.00	$0.00			**PAID OFF**
910-13508	ACTION-FINE FOOD ARTS $30,000	12/29/2021	$30,000.00	$30,000.00	0.00	0.00	$30,000.00	$32,789.67		In Default/Not in business
910-13509	ACTION-SAFEPRO TECH $100K	04/11/2022	$104,360.00	$61,978.10	1,266.30	206.70	$60,711.80			Current
910-13511	ACTION-EDGERTON HOSPITAL-$140K	05/29/2025	$140,000.00	$140,000.00	0.00	0.00	$140,000.00	$1,378.00		Current/Deferral
910-17002	UDAG-SLIPSTREAM-LOC	05/26/2015	$12,500.00	$12,500.00	0.00	0.00	$12,500.00			In Default/Strive On-Still in Business
910-13512	ACTION-SAFEPRO TECH $106,794	08/05/2025	$106,794.00	$106,794.00	0.00	0.00	$106,794.00	$9,455.50		Behind on Interest Payments
	TOTALS		**$593,268.63**	**$423,194.26**	**$2,555.82**	**$206.70**	**$420,638.44**	**$43,623.17**	**$0.00**	
910-13999	ACTION LOAN-LOAN LOSS RESERVE			($30,000.00)	0.00	0.00	($30,000.00)			
910-17999	UDAG-LOAN LOSS RESERVE			($12,500.00)	0.00	0.00	($12,500.00)			

FAÇADE LOAN ACCT #	CLIENT	Origination Date	ORIGINAL LOAN	07/31/2026 BALANCE	PRINCIPAL	INTEREST	08/31/2026 BALANCE	Legal Costs*	Amount Written Off	NOTES
910-16008	FACADE-BOWERS HOUSE LLC $50K	04/11/2022	75,000.00	16,851.60	2,101.03	14.57	14,750.57			Current
910-16009	FACADE-SHABANI INV LLC $50K	06/14/2024	50,000.00	46,452.03	148.15	154.84	46,303.88			Current
	TOTALS		**$ 75,000.00**	**$ 16,851.60**	**$2,101.03**	**$ 14.57**	**$ 14,750.57**	**$0.00**		

CAPITAL CATALYST ACCT #	CLIENT	Origination Date	ORIGINAL LOAN	07/31/2026 BALANCE	PRINCIPAL	INTEREST	08/31/2026 BALANCE	Legal Costs*	Amount Written Off	NOTES
910-15000	CAP CAT-SLIPSTREAM-$102,500	08/29/2013	$102,500.00	$102,500.00	0.00	0.00	$102,500.00	$13,760.03		interest only-last payment received 10/31/2016
910-15003	CAP CAT-SLIPSTREAM-$42,000	09/23/2014	$42,000.00	$42,000.00	0.00	0.00	$42,000.00			annual net revenue royalty-no payments have been received.
	TOTALS		**$144,500.00**	**$144,500.00**	**$0.00**	**$0.00**	**$144,500.00**	**$13,760.03**	**$0.00**	
910-15999	CAP CAT-LOAN LOSS RESERVE			$0.00						

***Legal Costs are 2023 to Current**

HOUSING ACCT #	CLIENT	ORIGINAL LOAN	07/31/2026 BALANCE	PRINCIPAL	INTEREST	08/31/2026 BALANCE
910-14000	CDBG HOUSING-MO301	$8,220.00	$8,220.00	0.00	0.00	$8,220.00
910-14001	CDBG HOUSING-A8416	$10,203.84	$10,203.84	0.00	0.00	$10,203.84
910-14003	CDBG HOUSING-B935	$18,420.02	$18,420.02	0.00	0.00	$18,420.02
910-14006	CDBG HOUSING-C932	$8,062.00	$8,062.00	0.00	0.00	$8,062.00
910-14009	CDBG HOUSING-J8802	$10,818.00	$10,818.00	0.00	0.00	$10,818.00
910-14011	CDBG HOUSING-M8501	$11,000.90	$11,000.90	0.00	0.00	$11,000.90
910-14013	CDBG HOUSING-P954	$11,000.00	$11,000.00	0.00	0.00	$11,000.00
910-14016	CDBG HOUSING-V902	$12,504.15	$12,504.15	0.00	0.00	$12,504.15
910-14025	CDBG HOUSING-M0801	$18,422.00	$18,422.00	0.00	0.00	$18,422.00
910-14026	CDBG HOUSING-B0803-0901	$34,448.00	$34,448.00	0.00	0.00	$34,448.00
910-14030	CDBG HOUSING-HO#13-2016	$8,000.00	$8,000.00	0.00	0.00	$8,000.00
910-14031	CDBG HOUSING-HO#4	$37,795.00	$37,795.00	0.00	0.00	$37,795.00
910-14038	CDBG HOUSING-HO#14	$14,671.00	$18,000.00	0.00	0.00	$18,000.00
910-14039	CDBG HOUSING-HO#15	$21,090.00	$36,815.00	0.00	0.00	$36,815.00
910-14040	CDBG HOUSING-HO#18	$4,235.00	$4,235.00	0.00	0.00	$4,235.00
910-14041	CDBG HOUSING-HO#22	$6,688.75	$6,688.75	0.00	0.00	$6,688.75
	TOTALS	**$235,578.66**	**$247,943.91**	**$0.00**	**$0.00**	**$247,943.91**
910-14999	CDBG HOUSING-LOAN LOSS RESERVE		$0.00			
910-35000	GENERAL LOAN LOSS RESERVE		$0.00			

AFFORDABLE HOUSING LOANS ACCT #	CLIENT	ORIGINAL LOAN	07/31/2026 BALANCE	PRINCIPAL	INTEREST	08/31/2026 BALANCE
441-14000	12/27/23 Waylon Raupp-245 S Whiton St	$25,000.00	$25,000.00		0.00	$25,000.00
441-14000	08/29/24 Nicholas Carpenter-303 S Whiton St	$25,000.00	$25,000.00		0.00	$25,000.00
441-14000	09/03/24 Mark C Robb-371 S Janesville St	$25,000.00	$25,000.00		0.00	$25,000.00
441-14000	12/20/24 Tanner & Monica Conn-243 N Fremont	$25,000.00	$25,000.00		0.00	$25,000.00
441-14000	06/5/25 Jaqui Utecht & Terry Bahr- 1274 W Court ST	$25,000.00	$25,000.00		0.00	$25,000.00
441-14000	07/03/25 Bruce Shuler-406 E Milwaukee St	$25,000.00	$25,000.00		0.00	$25,000.00
441-14000	07/22/25 Thomas Hernandez & Jasmin Fernandez-675 Stonefield Ln	$25,000.00	$25,000.00		0.00	$25,000.00
441-14000	12/2/25 Emma Mitchell & Joseph Hallock-255 N Park	$25,000.00	$25,000.00		0.00	$25,000.00
441-14000	12/5/25 Manuel Montes de Oca- 215 E Clay St # 37	$25,000.00	$25,000.00		0.00	$25,000.00
441-14000	01/22/2025 Sam Grishow-204 N Queen St	$25,000.00	$25,000.00		0.00	$25,000.00
441-14000	2/02/2026 Kelly & Hailey Swalheim- 455 Howard Rd	$25,000.00	$25,000.00		0.00	$25,000.00
441-14000	2/20/26 Sergio & Kaitlin Reyes- 815 E North St	$25,000.00	$25,000.00		0.00	$25,000.00
441-14000	2/23/26 William Reiber- 202 W North St	$25,000.00	$25,000.00		0.00	$25,000.00
441-14000	3/31/26 Marco & Juana Barajas-119s 4th St	$25,000.00	$25,000.00		0.00	$25,000.00
441-14000	8/16/2026 Gabriel Lopez Rodriguez- 136 N Jefferson St	$25,000.00	$25,000.00		0.00	$25,000.00
		$375,000.00	**$375,000.00**	**$0.00**	**$0.00**	**$375,000.00**

Bank Account Reconciliations

Account Name	CDA Operating	Action Bus Dev (UDAG) Checking	Façade Checking	CDBG Housing	Capital Cat Checking
Fund Account Number	Fund 900	Fund 910 xxx-127	Fund 910 xxx-442	Fund 910 xxx-450	Fund 910 xxxxxx3734
Bank	1st Citizens	1st Citizens	1st Citizens	1st Citizens	Associated
Interest Rate	3.76%	3.76%	3.76%	3.76%	0.95%
GL Account Number(s)	900-11100	910-11800 910-11801 910-11806	910-11702	910-11600	910-11900
GL Balance as of:					
09/30/2025	-119,737.79	463,238.73	37,122.22	8,690.25	141,095.57
10/31/2025	-134,211.10	460,220.57	39,684.42	8,722.37	141,236.47
11/30/2025	6,732.53	593,823.75	42,237.25	8,750.76	141,346.75
12/31/2025	13,125.17	714,440.67	44,816.44	8,782.80	141,460.80
01/31/2026	-27,643.08	719,544.78	47,382.35	8,810.62	141,574.94
02/28/2026	-50,482.77	721,689.79	49,940.62	8,835.77	141,678.12
03/31/2026	-70,696.49	716,722.41	52,526.63	8,864.43	141,792.43
04/30/2026	-90,073.97	705,866.44	55,109.91	0.00	141,903.15
05/31/2026	-117,343.12	711,442.25	57,694.59	0.00	142,017.64
06/30/2026	-143,351.91	712,547.67	60,302.76	0.00	142,128.53
07/31/2026	-171,719.78	661,895.85	62,914.26	0.00	142,243.21
08/31/2026	-61,859.33	595,687.44	65,534.13	0.00	142,357.98
Outstanding items					
Current Bank Balance	**-61,859.33**	**595,687.44**	**65,534.13**	**0.00**	**142,357.98**
Difference:	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

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

Aug 2026 Interest Income	**GL #**	**Amount**	**Desc**
LOAN FUND-FRST CITZNS-XXX127	910-11800	2,106.57	Aug 2026 Interest Income
FACADE CKING-1ST CIT- XXX442	910-11702	201.28	Aug 2026 Interest Income
GRANT FUND-ASSOC BK XXXXX3734	910-11900	114.77	Aug 2026 Interest Income
INTEREST INCOME-ACTION FUND	910-48109-00	(2,106.57)	Aug 2026 Interest Income
INTEREST INCOME-FACADE	910-48103-00	(201.28)	Aug 2026 Interest Income
INTEREST INCOME-SEED FUND	910-48108-00	(114.77)	Aug 2026 Interest Income

CDA Monthly Bank Entries

CDBG-HOUSING CHK-1CSB XXX450	**Total Deposit**	**Debit**	**910-11600**	-	
	Principal	Credit	910-14027		
	Principal	Credit	910-14037		
ACTION-BUS DEV-BUS PARK-XXX127	**Total Deposit**	**Credit**	**910-11800**	2,762.52	
PAUQUETTE CENTER LOAN RECV	Principal	Debit	910-13500	(1,289.52)	08/04/2026 ACH PAYMENT
ACTION-SAFEPRO TECH $100K	Principal	Credit	910-13509	(1,266.30)	08/11/2026 ACH PAYMENT
INT INC-ACTION-SAFEPRO $100K	Interest	Credit	910-46008-00	(206.70)	08/11/2026 ACH PAYMENT
ACTION-LEARNING DEPOT $41,294	Principal	Credit	910-13501		Paid Off
INT INC-ACTION-LRN DEPOT $41K	Interest	Credit	910-46001-00		Paid Off
FACADE CKING-1ST CIT- XXX442	**Total Deposit**	**Credit**	**910-11702**	2,418.59	
FACADE-BOWERS HOUSE LLC $50K	Principal	Credit	910-16008	(2,101.03)	08/12/2026 ACH PAYMENT
FACADE INT-BOWER'S HOUSE $50K	Interest	Credit	910-44005-00	(14.57)	08/12/2026 ACH PAYMENT
FACADE-SHABANI INV LLC $50K	Principal	Credit	910-16009	(148.15)	08/14/2026 ACH PAYMENT
FACADE INT-SHABANI INV LLC 50K	Interest	Credit	910-44006-00	(154.84)	08/14/2026 ACH PAYMENT

		GL #	**Amount**	**Description**
LEGAL/PROFESSIONAL/MARKETING	Debit	910-56500-212	$577.50	Blacksheep Agreement legal work
LEGAL/PROFESSIONAL/MARKETING	Debit	910-13513	$70,500.00	Staller Vintage Loan
ACTION-BUS DEV-BUS PARK-XXX127	Credit	910-11800	($71,077.50)	ACTION FUND July 2026

Item 6.

CITY OF WHITEWATER
BALANCE SHEET
AUGUST 31, 2026

INNOVATION CTR-OPERATIONS

		BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
	ASSETS				
920-11100	CASH	110,175.85	843.40	3,692.05	113,867.90
920-11300	INVESTMENTS-ASSOC-DROULLARD	9,484.88	27.92	219.27	9,704.15
920-13180	A/R-FACILITY RENTAL	.00	29,617.40	.00	.00
920-17100	INTEREST RECEIVABLE	1,988.45	.00	.00	1,988.45
920-19000	GASB 68-WRS NET PENSION ASSETS	(1,977.00)	.00	.00	(1,977.00)
920-19021	GASB 68-WRS DOR	11,914.00	.00	.00	11,914.00
920-19200	SHORT TERM LEASE RECEIVABLE	173,443.90	.00	.00	173,443.90
920-19250	LONG TERM LEASE RECEIVABLE	428,300.07	.00	.00	428,300.07
920-19999	GASB 68-PENSION CLEARING ACCT	(4,093.00)	.00	.00	(4,093.00)
	TOTAL ASSETS	729,237.15	30,488.72	3,911.32	733,148.47
	LIABILITIES AND EQUITY				
	LIABILITIES				
920-21100	ACCOUNTS PAYABLE	15,395.90	.00	(15,395.90)	.00
920-21106	WAGES CLEARING	579.35	.00	(579.35)	.00
920-23810	ACCRUED VACATION & SICK LEAVE	2,797.78	.00	.00	2,797.78
920-29011	GASB 68-WRS DIR	5,844.00	.00	.00	5,844.00
920-29500	DEF INFLOW OF RESOURCES LEASES	556,449.72	.00	.00	556,449.72
	TOTAL LIABILITIES	581,066.75	.00	(15,975.25)	565,091.50
	FUND EQUITY				
920-34100	ASSIGNED FB-MAINT SINKING FD	6,000.00	.00	.00	6,000.00
920-34200	ASSIGNED FB-DROULLARD MEM	21,393.07	.00	.00	21,393.07
920-34300	FUND BALANCE	120,777.33	.00	.00	120,777.33
	UNAPPROPRIATED FUND BALANCE:				
	REVENUE OVER EXPENDITURES - YTD	.00	30,488.72	19,886.57	19,886.57
	BALANCE - CURRENT DATE	.00	30,488.72	19,886.57	19,886.57
	TOTAL FUND EQUITY	148,170.40	30,488.72	19,886.57	168,056.97
	TOTAL LIABILITIES AND EQUITY	729,237.15	30,488.72	3,911.32	733,148.47

CITY OF WHITEWATER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2026

INNOVATION CTR-OPERATIONS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
	MISCELLANEOUS REVENUE					
920-48410-56	INT. INCOME--DROULLARD MEM	27.92	219.27	300.00	80.73	73.1
920-48620-56	FACILITY RENTAL REVENUE	.00	375.00	975.00	600.00	38.5
920-48623-56	RENT-HEATHERLYN ASSIST LVG	450.00	1,200.00	.00	(1,200.00)	.0
920-48631-56	RENT-CESA #2	22,500.00	60,000.00	90,000.00	30,000.00	66.7
920-48632-56	RENT-JEDI	2,975.37	7,934.32	12,199.00	4,264.68	65.0
920-48633-56	RENT-BLACKTHORNE CAPITAL LLC	1,034.67	8,277.36	24,048.00	15,770.64	34.4
920-48636-56	RENT-I-BUTTON	7,827.16	31,308.64	55,014.00	23,705.36	56.9
920-48640-56	RENT-REIMER SYSTEMS	175.00	1,050.00	2,100.00	1,050.00	50.0
920-48646-56	RENT-CROWDS.IO-IDEAWAKE	150.00	900.00	1,800.00	900.00	50.0
920-48653-56	RENT-SCANALYTICS	.00	.00	1,800.00	1,800.00	.0
920-48661-56	RENT-BLUE LINE BATTERIES	.00	.00	10,096.00	10,096.00	.0
920-48666-56	RENT-MINERAL ARMOR	.00	.00	1,800.00	1,800.00	.0
920-48672-56	RENT-IRON FORGE DEVEL LLC	576.00	1,536.00	2,100.00	564.00	73.1
920-48673-56	RENT-KREATIVE SOLUTIONS	225.00	600.00	900.00	300.00	66.7
920-48680-56	RENT-NYLEN & PARTNERS	525.00	1,400.00	2,100.00	700.00	66.7
920-48681-56	RENT-SAFEPRO TECH	300.00	800.00	1,200.00	400.00	66.7
920-48683-56	RENT-PAQUETTE CENTER	9,469.86	25,252.96	36,956.00	11,703.04	68.3
920-48684-56	RENT-US FORESTRY SVC	.00	1,584.50	7,762.00	6,177.50	20.4
920-48686-56	RENT-SUMMERSET MARINE	525.00	1,400.00	2,100.00	700.00	66.7
920-48687-56	RENT-REGENCY RARE COINS	.00	.00	6,440.00	6,440.00	.0
920-48688-56	RENT-SEAN PEOTTER	297.00	792.00	.00	(792.00)	.0
	TOTAL MISCELLANEOUS REVENUE	47,057.98	144,630.05	259,690.00	115,059.95	55.7
	OTHER FINANCING SOURCES					
920-49300-56	FUND BALANCE APPLIED	.00	.00	(73,665.78)	(73,665.78)	.0
	TOTAL OTHER FINANCING SOURCES	.00	.00	(73,665.78)	(73,665.78)	.0
	TOTAL FUND REVENUE	47,057.98	144,630.05	186,024.22	41,394.17	77.8

CITY OF WHITEWATER

EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2026

INNOVATION CTR-OPERATIONS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
	INNOVATION CENTER					
920-56500-111	SALARIES	1,291.93	9,761.39	21,356.61	11,595.22	45.7
920-56500-151	FRINGE BENEFITS	281.04	2,589.81	5,234.41	2,644.60	49.5
920-56500-212	LEGAL SERVICES	.00	.00	3,000.00	3,000.00	.0
920-56500-220	INSURANCE EXPENSE	.00	8,530.10	8,545.92	15.82	99.8
920-56500-221	UTILITIES-CITY-H2O/SEWER/STORM	732.30	4,547.20	7,121.00	2,573.80	63.9
920-56500-222	ELECTRIC UTILITIES	6,623.18	43,941.31	70,776.00	26,834.69	62.1
920-56500-225	TELECOM/INTERNET/COMMUNICATION	1,264.24	2,585.59	3,764.28	1,178.69	68.7
920-56500-226	MEDIA-MONTHLY	.00	.00	400.00	400.00	.0
920-56500-243	CONTRACT-PREVENTIVE MAINT	.00	2,237.40	3,750.00	1,512.60	59.7
920-56500-245	BUILDING MAINTENANCE	2,140.62	4,288.24	9,301.00	5,012.76	46.1
920-56500-246	JANITORIAL SERVICES	1,922.53	15,044.24	23,369.00	8,324.76	64.4
920-56500-250	BLDG MAINT SUPPLIES	182.94	2,636.59	9,040.00	6,403.41	29.2
920-56500-294	GROUNDS MAINTENANCE/SNOW/ICE	700.00	8,635.00	12,882.00	4,247.00	67.0
920-56500-310	OFFICE & OPERATING SUPPLIES	980.48	17,430.61	1,022.00	(16,408.61)	1705.5
920-56500-323	MARKETING EXPENSES	450.00	2,516.00	6,203.00	3,687.00	40.6
920-56500-330	TRAVEL EXPENSE	.00	.00	259.00	259.00	.0
	TOTAL INNOVATION CENTER	16,569.26	124,743.48	186,024.22	61,280.74	67.1
	TOTAL FUND EXPENDITURES	16,569.26	124,743.48	186,024.22	61,280.74	67.1
	NET REVENUE OVER EXPENDITURES	30,488.72	19,886.57	.00	(19,886.57)	.0

Community Development Monthly Report

AUGUST 2026

Response Time

- Permit processing: 4.35 business days
- Non-Compliant Cases: 18
- Quarter 3:
  - 34.21% (< 15 days)
  - 39.47% (15-30 days)
  - 52.63% (31-60 days)
  - 0.00% (> 61 days)

Monthly Contacts
182

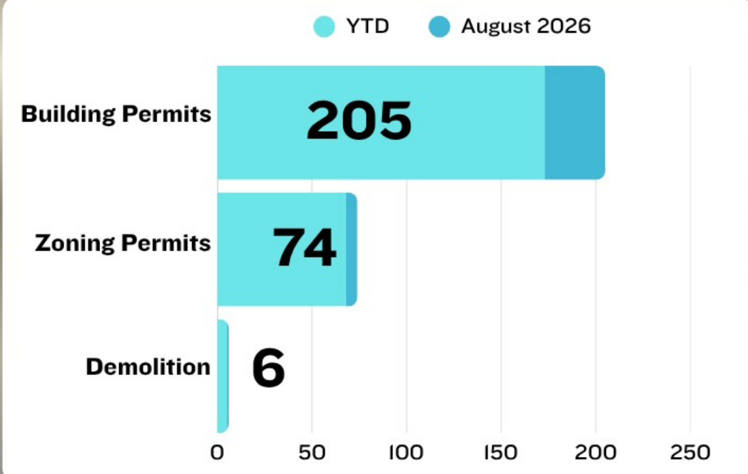
Total Contacts
1,205

New Construction
33

Strategic activity

- BRE meeting: Fairhaven Senior Services
- Multi-Chamber Business Over Breakfast at UW-Whitewater
- Attended IEDC Marketing & Attraction Course Online
- MGS Transmission Line Project Open House in Jefferson
- CDA loan: 1 for $70,500

Permits



City of Whitewater Community Development

Local Impact:

Down payment assistance: 6 households / $150,000 YTD

Enforcement/Outcome

City of Whitewater	Community Development Authority
Meeting Date:	September 17, 2026
Agenda Item:	Memo re: WEDC Certified Sites Program Application – Howard Road Site Near Business Park
Staff Contact (name, email, phone):	Mason Becker, mbecker@whitewater-wi.gov, 262.443.4458

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

The City has an opportunity to expand its inventory of certified, shovel-ready industrial land through the Wisconsin Economic Development Corporation (WEDC) Certified Sites program. The subject property is approximately 158 acres of farmland located along Howard Road, adjacent to the City's Business Park (Jefferson County Parcel IDs 292-0515-3441-000, 292-0515-3442-000, 292-0515-3443-000, and 292-0515-3444-000). The land is privately owned by 41-44 Howard Rd LLC and is currently marketed for sale.

The need for additional Business Park land is becoming a more near-term consideration. Construction recently began on the Summerset Marine project, and two additional Business Park sites are currently under contract (Summerset Shoreline Restoration and K.A. Graf & Sons). Certifying this site now would help ensure the City has land ready to market to the next prospect.

The Certified Sites program carries an application fee; however, it also helps fund the due diligence work (such as environmental, updated wetland delineation, soil borings, and utility assessments) needed to evaluate the site. Once certified, WEDC will be able to market the property to site selectors and prospective businesses as ready for industrial development.

Staff are requesting CDA authorization to apply to the WEDC Certified Sites program for this site.

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

- The CDA board had previously been briefed on the availability of this property in closed session at the June 2026 board meeting. At the time, the board directed staff to conduct further due diligence work and evaluation of the property. Applying for the WEDC Certified Sites Program would be part of this due diligence work.

FINANCIAL IMPACT
(If none, state N/A)

- There is an application fee associated with the WEDC Certified Sites program of $10,000. Staff would propose the CDA pay this using funds currently on hand. The program also provides funding to help offset 75% of the cost of site due diligence work.

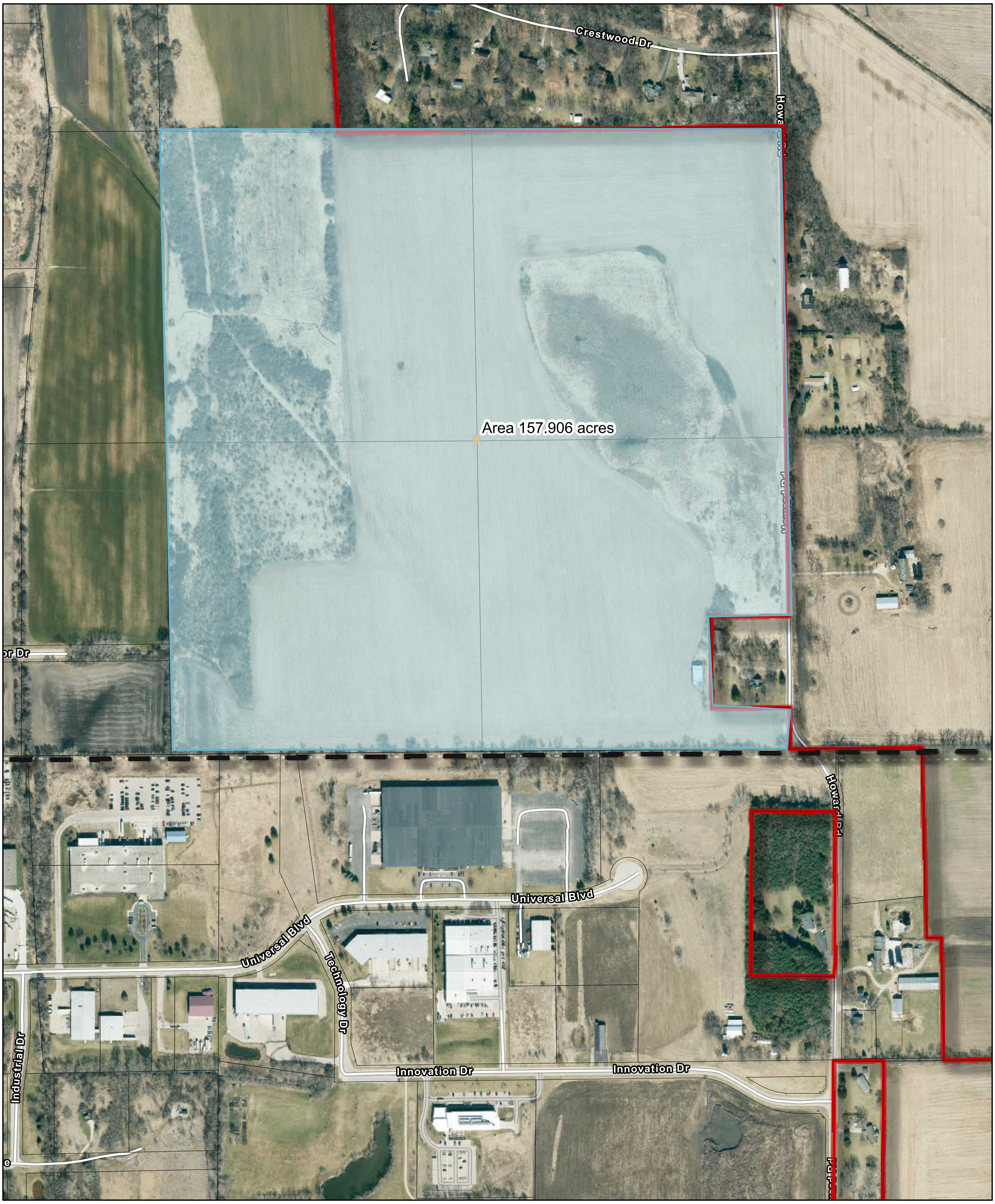
STAFF RECOMMENDATION

- Staff recommends the CDA authorize City staff to apply for the WEDC Certified Sites program for the approximately 158-acre site located along Howard Road, adjacent to the Business Park (Jefferson County Parcel IDs 292-0515-3441-000, 292-0515-3442-000, 292-0515-3443-000, and 292-0515-3444-000).

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

- Howard Rd Property Site Map

ArcGIS Web Map



9/10/2026, 9:07:15 AM

1:6,345

0 0.05 0.1 0.2 mi
0 0.07 0.15 0.3 km

SE Wisc Reg Planning Comm, Vantor, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

City of WHITEWATER	Community Development Authority
Meeting Date:	September 17, 2026
Agenda Item:	Sale of Furniture Recovered Under CDA Judgment Lien (Slipstream LLC) to the City of Whitewater
Staff Contact (name, email, phone):	Mason Becker, mbecker@whitewater-wi.gov, 262.443.4458

BACKGROUND

The Community Development Authority (CDA) holds a judgment against Slipstream LLC arising from a defaulted loan. Pursuant to that judgment, the CDA holds a lien on office furniture and equipment formerly used by Slipstream LLC, which remains stored in a secured office suite at the Innovation Center.

The furniture consists of four L-shaped/corner desks and three storage cabinets, all commercial-grade laminate pieces. The City of Whitewater has expressed interest in purchasing this furniture for use in planned future office spaces in the Municipal Building. Staff inspected the furniture and researched comparable pricing for used commercial office furniture to arrive somewhere likely between $2,000 and $4,000. Staff recommend selling for $2,500.00.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

- The CDA board voted at the July 16, 2026 CDA board meeting to instruct legal counsel to have judgement entered and perfected against Slipstream to recover its business assets.
- Status updates had been provided from Stafford & Rosenbaum on this case previously.

FINANCIAL IMPACT

- Sale of the furniture to the City of Whitewater would generate proceeds of $2,500 to the CDA. The furniture is not otherwise generating value to the CDA while in storage, and there is no cost to the CDA associated with this transaction.
- Legal costs expended by the CDA on this case amount to nearly $14,000. However, Stafford & Rosenbaum have recommended that the CDA accept these assets to settle this matter, as the business is no longer operating.

STAFF RECOMMENDATION

- Staff recommends the CDA Board approve the sale of the furniture recovered under the Slipstream LLC judgment lien to the City of Whitewater for $2,500.

ATTACHMENT(S) INCLUDED

- Photographs of the furniture (Attachment A)

Attachment A: Photographs of Furniture

Photo 1 – Corner workstation desk (typical of the four included in this sale)

Photo 2 – Second corner workstation desk

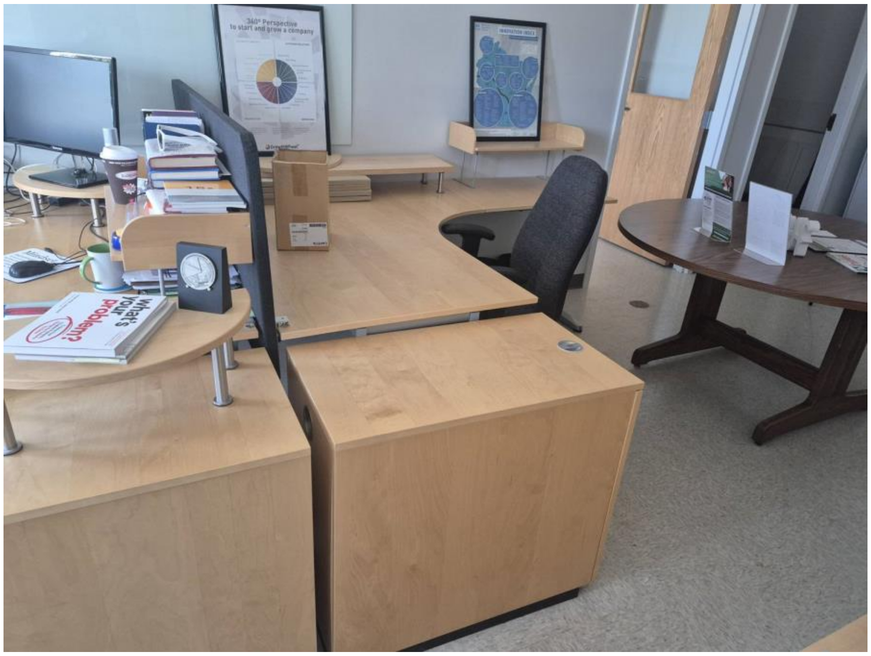


Photo 3 – Locking mobile pedestal storage cabinets (two included in this sale)

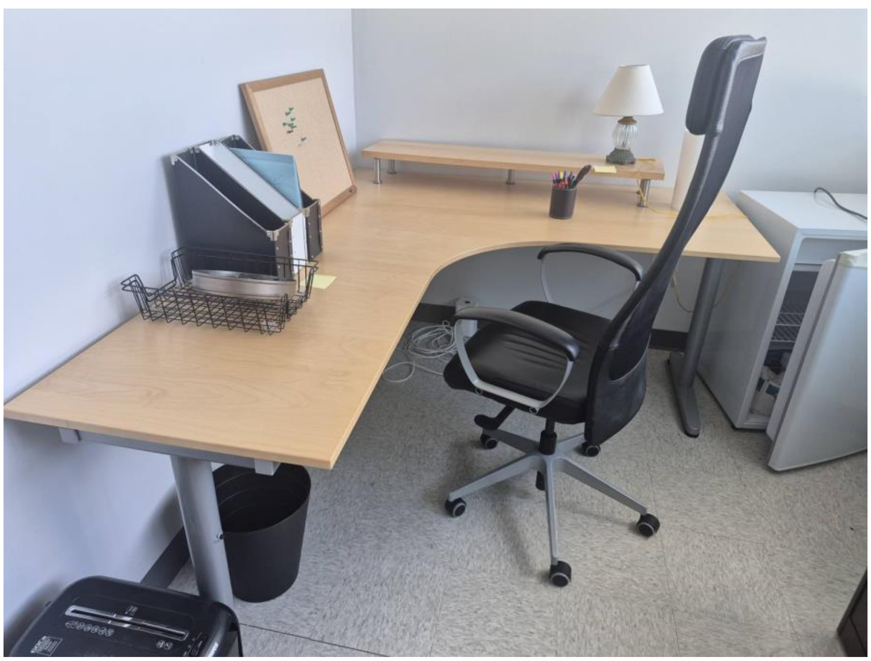


Photo 4 – Third corner workstation desk

Photo 5 – Locking mobile pedestal cabinets, detail view

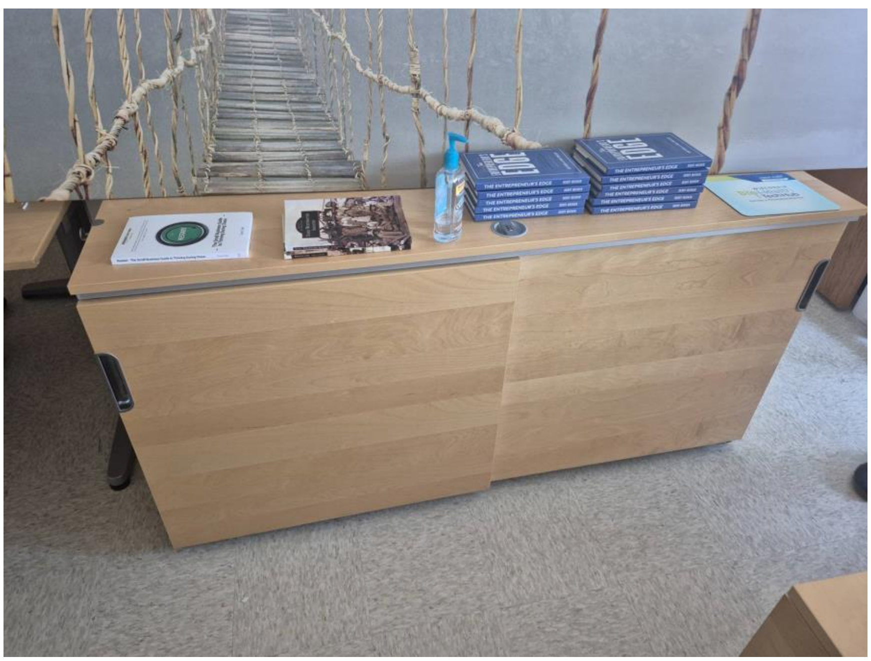


Photo 6 – Sliding-door storage credenza (included in this sale)