



# Common Council Meeting

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

**Tuesday, January 07, 2025 - 6:30 PM**

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

Please click the link below to join:

<https://us06web.zoom.us/j/81961659332?pwd=hGn1C8KPkvtgrD5qSOiB9gWGZt9pfE.1>

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

**Webinar ID:** 819 6165 9332

**Passcode:** 878627

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

## AGENDA

### CALL TO ORDER

### ROLL CALL

### PLEDGE OF ALLEGIANCE

### APPROVAL OF AGENDA

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

### CONSENT AGENDA

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

1. Plan and Architectural Review Commission November 11, 2024 Minutes
2. Lakes Advisory Committee Meeting Minutes from January 25, 2024, February 9, 2024, March 4, 2024, April 3, 2024, May 1, 2024, May 21, 2024, May 29, 2024, June 19, 2024, July 10, 2024, July 31, 2024, August 28, 2024, September 11, 2024.
3. Library Board of Trustees Meeting Minutes from November 18, 2024.
4. Finance Committee Meeting Minutes from October 30, 2024.

### CITY MANAGER REPORT

**STAFF REPORTS**

- [5.](#) Spring Splash Task Force Report-**City Manager**
- [6.](#) WPPA and WPPSA side letter updating residency requirement- **PD**

**HEARING OF CITIZEN COMMENTS**

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

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

**RESOLUTION**

- [7.](#) Amendment to 2025 Salary Resolution-**Finance**

**ORDINANCES****First Reading**

- [8.](#) **Ordinance 2025-O-1** an ordinance reducing the speed on Starin Road between Prairie Street and Prince Street.- **Public Works**
- [9.](#) **Ordinance 2025-O-2** an Ordinance adding stop signs on Starin Road at Prince Street and Warhawk Drive.- **Public Works**

**Second Reading**

- [10.](#) **Ordinance 2024-O-27** an Ordinance amendment of Chapter 5.20.030 Alcohol Beverages Licensee Conditions (Window Ordinance). - **PD**
- [11.](#) **Ordinance 2024-O-28** an Ordinance to Create section 2.08.130 Temporary Appointments to Ensure Quorum- **City Attorney**

**CONSIDERATIONS**

- [12.](#) Discussion and Possible Action regarding a Junk Vehicle Permit for Lee Loveall at 601 E Milwaukee Street- **Neighborhood Services**
- [13.](#) Discussion and possible action of a sewer backup reimbursement claim for Jorge Martinez- **Finance**
- [14.](#) Discussion and Possible Action regarding Stop Here for Pedestrian Signs and Speed Bumps on Starin Road- **Public Works**
- [15.](#) Discussion and Possible Action regarding the Public Safety Referendum Question - **Finance/PD**
16. Councilmember Requests for Future Agenda Items or Committee items. Questions

**FUTURE AGENDA ITEMS**

17. Public Hearing for the Creation of the City of Whitewater Trippe and Cravath Lake District- **February 18, 2025**
18. WAFC Committee restart-**Hicks Q1 2025**
19. Update from Landmarks Committee regarding Starin Park Water Tower- **Schanen May 2025**
20. Public Comment for Boards and Committees-**Hicks Q1 2025**
21. Public Surveys-**Hicks Q1 2025**
22. 2024 Year End Code Enforcement Update.- **Q1 2025**
23. Report on the Lakes District- **May 6, 2025**
24. RFP for Police Department Evidence Garage- January 21, 2025

**CLOSED 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:

- CS-25. Offer to Purchase a 10.96 acre parcel of vacant land (Tax Parcel No. /A444200001)- **Economic Development Director**
- CS-26. Potential development of 67-acre parcel of vacant land.- **Economic Development Director**

**CONSIDERATIONS**

- [27.](#) Discussion and Possible Action regarding Offer to Purchase a 10.96 acre parcel of vacant land (Tax Parcel No. /A444200001)- **Economic Development Director**
- [28.](#) Discussion and Possible Action regarding Potential development of 67-acre parcel of vacant land.- **Economic Development Director**

**ADJOURNMENT**

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

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



# Plan & Architectural Review Meeting

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

**Monday, November 11, 2024 - 6:00 PM**

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

**Plan and Architectural Review Commission**  
Nov 11, 2024, 6:00 – 8:00 PM (America/Chicago)

Please join my meeting from your computer, tablet or smartphone.  
<https://meet.goto.com/821435909>

You can also dial in using your phone.  
Access Code: 821-435-909  
United States: +1 (571) 317-3122

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<https://meet.goto.com/install>

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.

## MINUTES

### CALL TO ORDER AND ROLL CALL

Meeting called to order at 6:00 p.m.

#### PRESENT

Chairman, Councilmember Neil Hicks  
Board Member Bruce Parker  
Vice Chairperson Tom Miller  
Board Member Michael Smith  
Board Member Marjorie Stoneman  
Board Member Carol McCormick  
Board Member Lynn Binnie

#### STAFF PRESENT

Taylor Zeinert, Economic Development Director (EDD)  
Attorney Jonathan McDonell

Allison Schwark, Planner  
Llana Dostie, Neighborhood Services

**APPROVAL OF AGENDA**

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Motion made by Vice Chairperson Miller, Seconded by Board Member McCormick.  
Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Vice Chairperson Miller, Board Member Smith, Board Member Stoneman, Board Member McCormick, Board Member Binnie

**HEARING OF CITIZEN COMMENTS**

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

None

**CONSENT AGENDA**

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

- 1. October 14, 2024 Minutes

Motion made by Vice Chairperson Miller, Seconded by Board Member Parker.  
Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Vice Chairperson Miller, Board Member Smith, Board Member Stoneman, Board Member Schanen, Board Member McCormick, Board Member Binnie

**PUBLIC HEARING FOR REVIEW AND POSSIBLE APPROVAL**

- 2. Discussion and possible approval of a Conditional Use Permit for a Towing and Auto Repair Shop located at 601 E Milwaukee Street for Lee Loveall. Tax Parcel # /A288100001.

Binnie asked if the ownership of the building was staying the same. And just the ownership of the business was changing.

Applicant Lee Loveall stated that was correct.

Parker asked if Applicant, Lee Loveall was ok with the planner’s conditions.

Applicant Loveall stated that there is a Knox box already on the front of the building and he was fine with the the other conditions.

Motion to approve application for Lee Loveall for a conditional use permit with planner's conditions.

Motion made by Chairman, Councilmember Hicks, Seconded by Board Member Parker. Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Vice Chairperson Miller, Board Member Smith, Board Member Stoneman, Board Member McCormick, Board Member Binnie.

**UPDATES / REPORTS**

- 3. Open Meetings Law Training

Board Member Schanen was present in audience. Board Member Weigel was not present.

Mccormick left at 6:09 p.m. Board watched Open meetings training video.

**FUTURE AGENDA ITEMS**

- 4. Update from Royal Hounds of Whitewater

R-2 Rezone for Cedar Court

Planner's recommendations to applicants prior to meeting.

**NEXT MEETING DATE DECEMBER 9, 2024**

**ADJOURNMENT**

Meeting adjourned at 6:42 p.m.

Motion made by Board Member Parker, Seconded by Vice Chairperson Miller.

Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Vice Chairperson Miller, Board Member Smith, Board Member Stoneman, Board Member McCormick, Board Member Binnie

**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. Those wishing to weigh in on any of the above-mentioned agenda items but unable to attend the meeting are asked to**

**send their comments to:**

c/o Neighborhood Services  
312 W. Whitewater Street  
Whitewater, WI 53190  
or [ldostie@whitewater-wi.gov](mailto:ldostie@whitewater-wi.gov)

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



**Lakes Advisory Committee Meeting Minutes**  
**Thursday, January 25, 2024 – 5:00 pm**  
**Cravath Lakefront Room**  
**312 W. Whitewater Street**  
**Whitewater, WI 53190**  
Hybrid Meeting

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

Present: Carol McCormick, Elvira Kau, Gayle Stettler, and Kurt Zipp. Absent: Geoff Hale and Ginny Coburn  
Staff: Michelle Dujardin, and Kevin Boehm  
Guest: Ryan Tevis and Don Huntington

**2. Approval of Agenda**

Motioned by Carol McCormick. Seconded by Kurt Zipp. Ayes: Carol McCormick, Elvira Kau, Gayle Stettler, and Kurt Zipp Absent: Geoff Hale and Ginny Coburn

(Geoff Hale Joined by phone)

**3. Hearing of Citizen Comments**

No Comments

**4. Staff Reports**

**a. Assistant Director's Report**

**i. Michelle Dujardin**

1. Dujardin presented Ordinance No. 2072 Creating Chapter 2.73 Lake Advisory Committee.

**5. Considerations/Discussions/Reports**

**a. Discussion and possible action regarding appointment of Committee Chair**

- i. Motioned by Carol McCormick to nominate Kurt Zipp for Chair. Seconded by Geoff Hale. Ayes: Carol McCormick, Elvira Kau, Gayle Stettler, Geoff Hale and Kurt Zipp Absent: Ginny Coburn.

Kurt Zipp accepted position



**6. Considerations/Discussions/Reports**

**a. Discussion and possible action regarding appointment of Committee Vice Chair**

- i. Carol McCormick volunteered for Vice Chair. Ayes: Carol McCormick, Elvira Kau, Gayle Stettler, Geoff Hale and Kurt Zipp Absent: Ginny Coburn. Carol McCormick accepted position.

**7. Considerations/Discussions/Reports**

**a. Discussion and possible action regarding committee goals and objectives**

- i. Board discussion took place to create goals and objectives.

**8. Future Agenda Items**

- a. Presentation from Whitewater-Rice Lakes Management District
- b. Whitewater Stormwater Plan

**9. Adjournment**

- a. Motioned by Kurt Zipp at 6:04pm, followed by a unanimous Aye from all board members: Carol McCormick, Elvira Kau, Gayle Stettler, Geoff Hale and Kurt Zipp Absent: Ginny Coburn

Respectfully Submitted,

*Michelle Dujardin*

Michelle Dujardin



**Lakes Advisory Committee Special Meeting Minutes**  
**Monday, March 4, 2024 – 8:30 pm**  
**Cravath Lakefront Room**  
**312 W. Whitewater Street**  
**Whitewater, WI 53190**  
Hybrid Meeting

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

Present: Carol McCormick, Elvira Kau, Ginny Coburn Geoff Hale and Kurt Zipp. Absent: Gayle Stettler

Staff: Michelle Dujardin, and Kevin Boehm

Guest: Justin Poinsette, Danelle Matuszak, and Beverly Stone

**2. Approval of Agenda**

Motioned by Geoff Hale. Seconded by Ginny Coburn. Ayes: Carol McCormick, Elvira Kau, Ginny Coburn, Geoff Hale and Kurt Zipp Absent: Gayle Stettler

**3. Approval of Minutes from January 25, 2024**

Motioned by Carol McCormick. Seconded by Elvira Kau. Ayes: Carol McCormick, Elvira Kau, Ginny Coburn, Geoff Hale and Kurt Zipp Absent: Gayle Stettler

**4. Approval of Minutes February 9, 2024**

Motioned by Ginny Coburn. Seconded by Elvira Kau. Ayes: Carol McCormick, Elvira Kau, Ginny Coburn, Geoff Hale and Kurt Zipp Absent: Gayle Stettler

**5. Hearing of Citizen Comments**

No Comments

**6. Considerations/Discussions/Reports**

**a. Presentation from Southeastern Wisconsin Regional Planning Commission**

- i. Presentation given by Southeastern Wisconsin Regional Planning Commission. Board questions and answers took place.

**Summary with Southeastern Wisconsin Regional Planning Commission at the Lakes Advisory Meeting  
on Monday, March 4, 2024.**

**Outside of Plan**

- Note: we can provide advice to the City on these topics, but they will likely be addressed before the plan is complete
- Formation of lake district
  - Important for plan development and implementation, but sounds likely to occur before plan is completed
- Short-term cattail management
  - Address floating bogs from uprooted cattails if they occur
    - Cattails may die-off as water levels remain high
  - Apply for WDNR Surface Water Restoration grant to help address cattail management in summer 2025
- Fish stocking in 2024

**Plan: Short-Term**

- Aquatic plant survey of Cravath and Tripp lakes
  - This survey would inform an updated aquatic plant management plan for the lake
- Shoreline survey
  - Complete survey of both lakes' shorelines using WDNR protocol
  - Conducting in 2024 would help document current problems with cattail encroachment
    - Conducting in 2025 or beyond may better document "typical" conditions if cattails begin to die off
- Fisheries
  - Request information from WDNR fisheries biologist regarding next fishery survey for lakes (already completed)
- Water quality monitoring in 2024
  - Cravath and Tripp lakes (ideally collaboration between City/District volunteers and UW-Whitewater)
    - Water clarity (secchi disk), temperature, dissolved oxygen, specific conductance, chloride, total phosphorus, and chlorophyll-a
  - Bluff Creek, Spring Brook, Whitewater Creek upstream, and Whitewater Creek downstream (UW-Whitewater and SEWRPC)
    - Water clarity (transparency tube), temperature, dissolved oxygen, specific conductance, total phosphorus, and total suspended solids
  - Note: we (SEWRPC) have automated water temperature and specific conductance loggers that could be installed into the lakes and creeks
- Recreational use
  - Incidental monitoring while completing other surveys on lake – no intensive survey efforts

**Plan: Long-Term**

- Aquatic plant management plan
  - Informed by aquatic plant survey
  - Would enable City/District to apply for aquatic plant management permits as a single entity rather than individual homeowners
- Fisheries
  - Enhance warmwater sport fishery (bass, crappie, perch, etc.)
  - Develop long-term plan to help reduce carp population
- Water quality
  - Could request funds to analyze water quality constituents not covered in 2024 monitoring or to continue 2024 monitoring efforts
  - Incorporate 2024 and beyond data with historical data to examine conditions and trends in lakes, tributaries, and Whitewater Creek downstream
- Shorelines
  - Ensure that City/District has permit to address shoreline restoration problems instead of individual homeowners
- Stormwater management
  - Incorporate major elements and actions from 2017 stormwater management plan
  - Investigate potential impact of stormwater pollutants on lake water quality as part of pollutant load modeling
- Recreational use
  - Install signs with QR codes asking lake users about how they recreate, fish that they catch, etc.
  - Ensure that water quality goals for fishable and swimmable lakes are met
    - Tie in with plans to increase recreational activities on lakes through handicap access for fishing, trails, swimming hole in Tripp
- Lake and watershed characterization
  - Lake size, bathymetry, and brief review of dam infrastructure and operations
    - Using available information – no new surveys of dam
  - Characterize land use, civil divisions, households and urban growth, wetlands, etc. within watershed
  - These elements inform the pollutant load modeling as well as other aspects of plan development, e.g. recommending areas where wetland enhancement can trap nutrients
- Pollutant loading
  - Conduct watershed pollutant load modeling (e.g., STEPL model) to examine major pollutant sources and source areas
  - Recommend practices and programs to help reduce pollutant loading
    - Agricultural practices, wetland enhancements, stormwater management, lawn and shoreline care, etc.
- Grants and Funding Opportunities
  - We will recommend grants, programs, and other funding opportunities to help implement the practices and programs that we recommend within the plan. These will include grants that the City, District, and individual homeowners are eligible applicants for.

Next Step: Southeastern Wisconsin regional Planning Commission will begin drafting a scope of work between the City and SEWRPC to address the Plan: Short-Term and Plan: Long-Term items with a

preliminary budget.

**7. Discussion and possible action regarding Stormwater Quality Management Plan**

- i. Item differed to April Meeting

**8. Discussion and possible action regarding creating a Resolution**

- i. Committee was supplied a map with Cravath Lake shoreline residents along with residents 1000ft from shoreline. Committee was supplied a map with Tripp Lake shoreline residents along with residents 1000ft from shoreline.

Motioned by Geoff Hale to incorporate the entire City in the creation of a Lakes District.  
Seconded by Kurt Zipp. Board discussion stated more education need to happen. No vote taken, motion failed.

**9. Future Agenda Items**

- b. Whitewater Stormwater Quality Management Plan

**10. Adjournment**

- c. Motioned by Geoff Hale at 6:00pm, unanimous voice Ayes: Carol McCormick, Elvira Kau, Ginny Coburn, Geoff Hale and Kurt Zipp Absent: Gayle Stettler

Respectfully Submitted,

*Michelle Dujardin*



**Special Lakes Advisory Committee Meeting Minutes**  
**Tuesday, May 21, 2024 – 9:00 am**  
**Cravath Lakefront Room**  
**312 W. Whitewater Street**  
**Whitewater, WI 53190**  
Hybrid Meeting

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

Present: Carol McCormick, Kurt Zipp, and Ginny Coburn.  
Absent: Geoff Hale, Elvira Kau, and Gayle Stettler  
Staff: Michelle Dujardin  
Guest: Eric Olson

**2. Approval of Agenda**

No quorum, no action taken

**3. Approval of Minutes from, May 1, 2024**

No quorum, no action taken

**4. Hearing of Citizen Comments**

No Citizens Comment

**5. Considerations/Discussions/Reports**

**a. Discussion and Presentation on Creating Lakes District by Extension Lakes Director,  
Eric Olson**

i. Presentation given by Eric Olson

Presentation Notes:

- Budget is the main power of the Lake District
- Lakes Districts can be formed in two different ways
  - Creating a resolution that goes to City Council ( If passed the City Council becomes the governing body)
  - 51% Petition
- Important questions to think about:
  - Boundary lines- What makes sense
  - Urban Management Run Off
  - How to collaborate with the community

- How to collaborate with Storm Water
- Storm Water incentives for the community
- Set an example of positive storm water practices on City Property
- Education is key ( Brochures, Educational Signs, Videos, Social Media Campaign)
- Lake District help fund season staff person to take care of positive storm water projects ( Rain Gardens)
- New Developments- Do they have in their designs how to help storm water
- Create and simulate an annual budget to demonstrate benefits to community
  - Is the fee based on Mill Levy or Special Charges?
- Suggested Idea
  - Create a Public Planning Event- Invite the Community to learn why a Lake District is beneficial. Blend in professionals such as SEWRPC and Eric Olson to help answer specific questions.

**6. Future Agenda Items**

- a. Storm Water Information Requested by Kurt Zipp

**7. Adjournment**

- b. Adjournment at 10:05am.

Respectfully Submitted,

*Michelle Dujardin*



**Lakes Advisory Committee Meeting Minutes**  
**Wednesday, June 19, 2024 – 4:00 pm**  
**Cravath Lakefront Room**  
**312 W. Whitewater Street**  
**Whitewater, WI 53190**  
Hybrid Meeting

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

Present: Carol McCormick, Kurt Zipp, and Elvira Kau.

Absent: Geoff Hale, Gayle Stettler, and Ginny Coburn.

Staff: Michelle Dujardin

Guests: Don Huntington and Jeff Weigel

**2. Consent Agenda:**

**Lakes Advisory Committee Meeting Minutes, May 1, 2024**

**Lakes Advisory Committee Meeting Minutes, May 21, 2024**

**Lakes Advisory Committee Meeting Minutes, May 29, 2024**

Committee did not have a quorum, agenda items were not able to be approved.

**3. Staff Reports**

Dujardin reported: Cattail removal contract was awarded to RLP Diversified, start date after July 8<sup>th</sup>. SEWRPC installed continuous water temperature and water level loggers. They were installed at six locations: one in each of Cravath and Trippe lakes, one in Spring Brook, one in Bluff Creek, and two in Whitewater Creek (upstream and downstream of lakes). These loggers will be monitoring water temperature and water levels in the lakes and creeks every hour until they are removed – the plan is to keep them in for at least the summer and potentially for the next year.

**4. Hearing of Citizen Comments**

Jeff Weigel, Whitewater Creek Coalition expressed interested to the committee in partnering with weekly clean up events, public education, invasive species control, water testing, improving Whitewater Creek Nature Area, and dovetail together in future planning.



## **5. Considerations/Discussions/Reports**

### **a. Discussion and possible action regarding Whitewater Stormwater Management Plan Budget Questions**

- i. Dujardin presented Fund 630 Stormwater Utility Budget to committee.
- ii. Committee formulated questions and asked for Public Works Director Brad Marquardt to the next meeting.
  1. The last report/plan was done in 2017. What is the status of the new and updated version?
  2. Can you update the group on the Starin Park project and where that water goes?
  3. The property owners are charged a storm water fee, can you explain the uses of that fee and does that strictly go to maintenance or is there a fund for improvements? (Any that benefit the lakes/streams)
  4. If you had to pick a project in the storm water plan that isn't being done that you would like to see done, what is that project? Could the Lakes Advisory Committee help make that happen through combination efforts with grant funding?
  5. Is it possible to increase the stormwater fee and save in a fund that helps with lake improvements?
  6. Does all the city stormwater go into the lakes?

## **6. Considerations/Discussions/Reports**

### **a. Discussion and possible action regarding creation of a Lakes District.**

The committee directed Dujardin to reach out to Eric Olson and other similar communities to obtain sample resolutions.

## **7. Considerations/Discussions/Reports**

### **a. Discussion and possible action regarding Lake District Marketing Campaign.**

Dujardin presented the opportunity to create a Summit and allow the community to come in and learn about the Lakes and the benefits of creating a Lake District. Local location of 841 was suggested. Possible dates would include first two weeks of October.

The committee directed Dujardin to reach out to 841 for possibilities. McCormick offered to attend conversation with 841. Future planning to take place after date set.

## **8. Future Agenda Items**

- a. Storm Water Updates
- b. Lake District Creation Discussion
- c. Lake District Marketing Campaign
- d. Geese Concerns

**9. Adjournment**

- e. Motioned by Kau to adjourn, seconded by McCormick. Unanimous voice vote.  
Adjournment at 5:15pm.

Respectfully Submitted,

*Michelle Dujardin*



**Lakes Advisory Committee Meeting Minutes  
Wednesday, July 10, 2024 – 4:30 pm  
Cravath Lakefront Room  
312 W. Whitewater Street  
Whitewater, WI 53190  
Hybrid Meeting**

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

Present: Carol McCormick, Gayle Stettler, Kurt Zipp, and Elvira Kau.

Absent: Geoff Hale and Ginny Coburn

Staff: Michelle Dujardin

Guests: Kevin Green & Dale Maas

**2. Approval of Agenda**

McCormick moved to approve agenda seconded by Kau. Ayes: Carol McCormick, Elvira Kau, Kurt Zipp, Gayle Stettler . Absent: Geoff Hale and Ginny Coburn

**3. Approval Of Consent Agenda**

McCormick moved to approve agenda seconded by Kau. Ayes: Carol McCormick, Elvira Kau, Kurt Zipp, Gayle Stettler . Absent: Geoff Hale and Ginny Coburn

- Geoff Hale arrived

**4. Staff Reports**

Dujardin gave an update great things happening at the Lake: SEWPRC put out loggers to track temp & water levels, SEWRPC will be here the week of July 15<sup>th</sup>, June 26<sup>th</sup> Boat Trip on Trippe Lake with DNR Recap, Trippe Lake Clay Street Nature Park Dredge to begin, sharing of Amazing Wildlife Snapshots.

**5. Hearing of Citizen Comments**

No Citizens Comments

**6. Considerations/Discussions/Reports**

- a. Discussion and possible action regarding Whitewater Stormwater Management Plan Questions. Presentations by Brad Marquardt, Public Works Director**

Brad Updated the Committee on Stormwater Topics:

- The last report/plan was done in 2017. What is the status of the new and updated version?
  - Strand is currently working on the updates. The final plan is scheduled for completion in June 2025.
- Can you update the group on the Starin Park project and where that water goes?
  - The City is currently looking at construction in 2026 for the underground wet detention pond. This is to line up with University and City budgeting. The project will divert small flow storm events from the existing 66 inch storm sewer pipe in Starin Road into the wet detention pond and then back into the 66 inch storm sewer pipe. The storm sewer pipe currently discharges into the Whitewater Creek just north of Starin Road.
- The property owners are charged a storm water fee, can you explain the uses of that fee and does that strictly go to maintenance or is there a fund for improvements? (Any that benefit the lakes/streams)
  - The fees go towards Administration, Street Cleaning, Stormwater Management, and Compost Site. The fees are used for maintenance and to pay off borrowing on capital projects. The capital projects include projects such as new storm sewer on street reconstruction projects, or projects that are constructed to help remove suspended solids and/or phosphorus.
- If you had to pick a project in the storm water plan that isn't being done that you would like to see done, what is that project? Could the Lakes Advisory Committee help make that happen through combination efforts with grant funding?
  - One project that will more than likely need to really be looked at is Water Trading. Either entering into a long term lease or buying land that is currently being used for farming and converting it into prairie grass. The Lakes Advisory Committee could help with this cause as it would help improve the lakes if the property is converted upstream of the lakes.
- Is it possible to increase the stormwater fee and save in a fund that helps with lake improvements?
  - I would have to say no. The description of the Stormwater Utility Fund is an account for the revenues, expenses and capital planning necessary to comply with the State's stormwater regulations, prevent flooding and to maintain the stormwater infrastructure and equipment. Money for the lakes dredging that has taken place and will take place was budgeted in the General Fund.
- Does all the city stormwater go into the lakes?
  - No. Storm water drains into five different basins. They are Cravath Lake, Spring Brook (which ultimately drains into Cravath Lake), Trippe Lake, Whitewater Creek and Galloway Creek. The breakdown of the acres draining to each basin is as follows:

▪ Cravath Lake (including Spring Brook)	19.2%
▪ Trippe Lake	7.4%
▪ Galloway Creek	20.1%
▪ Whitewater Creek	53.3%

## 7. Considerations/Discussions/Reports

### a. Discussion and possible action regarding creation of Lake District Marketing Campaign Event

#### Lakes Marketing Campaign Details

- Location: Whitewater Brewhouse 841
- Date: Options: October 2, 2024
- Time: Evening Hours 5:00pm-7:00pm ( Spot reserved 3:30pm-8:00pm)
- Invitation to the Public:
  - Social Media: Whitewaterbanner.com, Whitewater Paper (Kim), Facebook Pages ( City of Whitewater, Whitewater Parks & Recreation), Playing on City Hall TV's ( Testimonials)
  - Printed versions in English & Spanish,
  - Home mailings, Water Bills
  - Street Banner
- Invitations for table groups:
  - SEWRPC
  - DNR
  - UW-Whitewater- Dale Splinter & Wes Enterline
  - Whitewater Creek Coalition
  - Park & Rec
  - City of Whitewater Storm Water
  - Eric Olson from UW-Extension Office,
  - Rotary Club
  - Tallgrass
  - RLP Diversified Inc.
  - Whitewater & Rice Lake District, Area for larger photo prints ( Dale Maas & Steve Watson) Before & After Pictures
  - Area for canvas pictures
- Topics to have brochures available on:
  - Lakes District's
  - Shoreline Restoration info for residents

- DNR Grants for residents
- Q & A:
  - Top 10 benefits of forming a Lakes District
  - Why do I want to back a Lakes District?
  - What is this going to cost me?
- Thank you for attending ideas: Raffle for Rain Barrel
  - Give out Raffle Tickets, keep other half to keep track of numbers
- Name Ideas:
  - Yes for Lakes District, Come to 841 Brewhouse
  - Together For Healthy Lakes
- Slogan Ideas:
  - The most valuable gem right beneath our feet

1.

#### **8. Future Agenda Items**

- a. Lake District Creation Discussion
- b. Lake District Marketing Campaign
- c. Geese Concerns

#### **9. Adjournment**

- d. Motioned by Hale to adjourn, seconded by McCormick. Unanimous voice vote.  
Adjournment at 6:00pm.

Respectfully Submitted,

*Michelle Dujardin*



**Lakes Advisory Committee Meeting Minutes**  
**Wednesday, July 31, 2024 – 4:30 pm**  
**Cravath Lakefront Room**  
**312 W. Whitewater Street**  
**Whitewater, WI 53190**  
Hybrid Meeting

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

Present: Carol McCormick, Kurt Zipp, Ginny Coburn and Elvira Kau.

Absent: Geoff Hale and Gayle Stettler

Staff: Michelle Dujardin

Guests: Judy Wildermuth (online)

**2. Approval of Agenda**

McCormick moved to approve agenda seconded by Kau. . Ayes: Carol McCormick, Elvira Kau, Kurt Zipp, Ginny Coburn . Absent: Geoff Hale and Gayle Stettler

**3. Staff Reports**

Dujardin showed drone video of both Trippe & Cravath Lake submitted to SEWRPC for shoreline survey.

**4. Hearing of Citizen Comments**

No Citizens Comments

**5. Considerations/Discussions/Reports**

**a. Discussion and possible action regarding Lake District Marketing Campaign Event**

Is Lakes Marketing Campaign

- Location: Whitewater Brewhouse 841
- Date: Options: October 2, 2024
- Time: Evening Hours 5:00pm-7:00pm ( Spot reserved 3:30pm-8:00pm)
- Invitation to the Public:
  - Social Media: Whitewaterbanner.com, Whitewater Paper (Kim), Facebook Pages ( City of Whitewater, Whitewater Parks & Recreation), Playing on City Hall TV's ( Testimonials)

- Printed versions in English & Spanish,
- Home mailings, Water Bills
- Street Banner
- Invitations for table groups:
  - SEWRPC
  - DNR
  - UW-Whitewater- Dale Splinter & Wes Enterline
  - Whitewater Creek Coalition
  - Park & Rec
  - City of Whitewater Storm Water
  - Eric Olson from UW-Extension Office,
  - Rotary Club
  - Tallgrass
  - RLP Diversified Inc.
  - Whitewater & Rice Lake District, Area for larger photo prints ( Dale Maas & Steve Watson) Before & After Pictures
  - Area for canvas pictures
- Topics to have brochures available on:
  - Lakes District's
  - Shoreline Restoration info for residents
  - DNR Grants for residents
  - Q & A:
    - Top 10 benefits of forming a Lakes District
    - Why do I want to back a Lakes District?
    - What is this going to cost me?
- Thank you for attending ideas: Raffle for Rain Barrel
  - Give out Raffle Tickets, keep other half to keep track of numbers
- Name Ideas:
  - Yes for Lakes District, Come to 841 Brewhouse



- Together For Healthy Lakes
- Slogan Ideas:
  - The most valuable gem right beneath our feet

1.

**6. Considerations/Discussions/Reports**

**a. Discussion and possible action regarding creation of a Lakes District Resolution.**

Dujardin presented sample resolution obtained by Eric Olson. The committee directed Dujardin to create resolution and send to City Attorney for review

**7. Future Agenda Items**

- a. Storm Water Updates
- b. Lake District Creation Discussion
- c. Lake District Marketing Campaign
- d. Geese Concerns

**8. Adjournment**

- e. Motioned by Kau to adjourn, seconded by McCormick. Unanimous voice vote.  
Adjournment at 6:00pm.

Respectfully Submitted,

*Michelle Dujardin*



**Lakes Advisory Committee Meeting Minutes  
Wednesday, August 28, 2024 – 4:30 pm  
Cravath Lakefront Room  
312 W. Whitewater Street  
Whitewater, WI 53190  
Hybrid Meeting**

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

Present: Carol McCormick, Gayle Stettler, Kurt Zipp, Geoff Hale, and Ginny Coburn

Absent: Elvira Kau

Staff: Michelle Dujardin

Guests: Don Huntington, Cedar (Whitewater Collation)

**2. Approval of Agenda**

McCormick moved to approve agenda seconded by Geoff Hale: Ayes: Carol McCormick, Kurt Zipp, Gayle Stettler, Geoff Hale, and Ginny Coburn . Absent: Elvira Kau

**3. Approval Of Consent Agenda**

McCormick moved to approve agenda seconded by Kurt Zipp: Ayes: Carol McCormick, Kurt Zipp, Gayle Stettler, Geoff Hale, and Ginny Coburn . Absent: Elvira Kau

**4. Staff Reports**

Dujardin gave an update on possible concerns of Blue Green Algae, which neither Trippe or Cravath do not have. Swan naming contest was launch.

**5. Hearing of Citizen Comments**

No Citizens Comments

**6. Considerations/Discussions/Reports**

**a. Discussion and possible action on Clay Street Nature Park Resident Concern**

Dujardin shared a concern of local resident on Clay street in regards to grass netting placed down after park construction was finished. Dujardin noted the netting was approved by DNR.

Committee directed Dujardin to follow up with local resident with helpful education

## 7. Considerations/Discussions/Reports

### a. Discussion and possible action regarding SEWRPC Recap and Trippe and Cravath Lake Plant and Shoreline Inventory

SEWRPC visited Trippe Lake ( July 15<sup>th</sup>-16<sup>th</sup>) & Cravath Lake ( July 29<sup>th</sup>). The Plant Identification and noted remarks below. Most of the shoreline survey will be done by drone due to little access to properties due to cattail.

Trippe (July 15<sup>th</sup>-16<sup>th</sup>)

- Found known population of American Lotus (*Nelumbo lutea*)
  - State ranked status of “S3” – meaning “ Vulnerable in Wisconsin due to a somewhat restricted range, relatively few populations or occurrences, recent and widespread declines, threats, or other factors.”
  - Trippe is one of only 4 lakes it is found on in SE WI
- Found scattering of curly leaf pondweed
- Cattails dominant along shoreline

Cravath (July 29<sup>th</sup>)

- Excess of duckweed across entire lake
- Curly leaf pond weed and Eurasian water milfoil found sporadically across the lake
- Cattails dominant across shoreline
- 

A few notes on some the things we talked about with the board on the day off recap:

- It was mentioned that the spillway on Trippe will potentially be undergoing construction? If so an NHI inquiry will need to be done (DNR will do it) since one of our other biologists observed a special concern species below the spillway last year. Our biologist, Zach, observed *Nuphar advena* (State special concern) right around lat/long 42.82913786552091, -88.72545822104807, just downstream from the Trippe Lake Dam on 09/28/23. It was also collected in 1993 from Cravath Lake and 1991 from Trippe Lake by Paulin Lindaas and Galen Smith (UW-Whitewater Botany Professor). Vouchers are in the UW-Whitewater herbarium if more specific collection information is needed.
  - Hanna and I will be going back out on Trippe likely next week to confirm any locations of this on the lake itself.

## **8. Considerations/Discussions/Reports**

### **a. Discussion and possible action regarding 2025 Dredge Inquiry**

Dujardin presented the question posed by City Manager John Weidl asking the committee suggest future dredge zones if the project was a possibility.

Committee directed Dujardin to focus efforts on creating the lakes district and cattail removal for the entire lake.

## **9. Considerations/Discussions/Reports**

### **a. Discussion and possible action on Together for Healthy Lakes Summit- October 2, 2024**

Items for Brochure:

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#### Q & A on Creating a Lakes District

- **So What is a Lakes District?**

A lake district is a specialized unit of government designed to manage a lake or group of lakes. One of the major differences between a lake district and a lake association is a lake district's ability to tax property within the district. Since 1974, when Wisconsin passed legislation allowing the formation of lake districts, over 200 lake communities have formed lake districts.

Lake districts have a unique blend of powers and governance provisions tailored to fit the needs of local lake communities. A lake district is guided and operated by those that live in or own property in the district. A lake district's day-to-day operations are carried out by a board of commissioners composed of elected volunteers and local officials. The financial direction of the district is determined by district residents (electors) and property owners at an annual meeting. Unlike other governmental units, such as towns or sanitary districts, nonresident property owners have the right to vote and hold office in lake districts.

Lake districts in Wisconsin have tremendous opportunities to address lake and watershed management issues. The Wisconsin Legislature has consistently recognized their potential by giving lake districts legal standing, the ability to tax, and eligibility for cost sharing funds and other state assistance. Governmental units, including lake districts, enjoy the advantages of automatically being exempt from federal income tax.

Since the 1970s, lake districts have shown that small public institutions can achieve remarkable results when it comes to lake management. A key to lake district success is a core of dedicated volunteer leaders willing to learn and work hard to maintain their lake. Through the work of these individuals, Wisconsin communities have identified and addressed threats to water quality, restored habitat, improved recreational boating and generally enhanced the vitality of inland lakes in the state.

A lake district is not a club. Unlike a lake association, a lake district is a governmental body with statutory responsibilities to the resource, local citizens and taxpayers. Like all government entities, the powers and operations of a lake district are set by law with legal responsibilities and consequences designed to ensure that the rights and interests of the public are protected.

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- **How can a Lake District be Formed?**

A city or village may establish a lake district by a simple resolution, provided that all the frontage of the lake is within the city or village, (except any portions outside the state of Wisconsin).

A petition of property owners is not required for the creation of a district by a city council or village board. The resolution establishing the district is adopted in the same manner as resolutions for other municipal business. The law does not require a public hearing to be held in connection with establishing the district. However, most incorporated municipalities do schedule a public hearing or informational meeting on creation of a lake district in order to provide an opportunity for public comment, in the interest of fairness and open government.

When a district is established by a city or village, the city council or village board generally serves as the board of commissioners. These municipal districts are otherwise governed like other lake districts, with an annual meeting of electors and property owners determining the district's budget and tax levy.

In situations where the governing body of a city or village serves as the board of commissioners of a lake district, they sometimes consider establishing a citizen advisory committee or other structure to include citizen input.

The city council or village board is required to provide for an election of the board of commissioners if a petition requesting that form of governance is filed. The petition must be signed by at least 20% of property owners within the district. Upon presentation of such a petition, an election must be held at the next annual or special meeting of the district, whichever occurs first. In that case, the new board of commissioners will consist of elected representatives as well as two appointed representatives, one from the county and one from the city or village. The new board of commissioners will become effective immediately after the election (unless there is a challenge to the election results initiated in circuit court within 14 days of the election).

- **How does this benefit me?**

**Ensures Sustainability**

**Plan for Long-Term Maintenance:** Address how the lakes district will be maintained and sustained over the long term to reassure the community of its lasting benefits.

- The Lakes District can: Buy & Operate an aquatic plant harvester, develop a lake management plan, develop an aquatic plant management plan, develop a water recreation plan, contract for aquatic plant removal and maintain lake access.

**Promote Environmental Stewardship:** Emphasize sustainable practices and environmental conservation to align with community values, concerns and priorities.

**Additional Funding:** A Lake District has more opportunities for Grant Funding that goes directly to lake improvements that are decided and voted on by the people

**Build Community Engagement**

**Foster Participation:** Encourage community involvement in the planning and implementation process. This can help build ownership and commitment.

**Organize Events:** Host informational sessions, workshops, and community events to educate and engage people about the lakes.

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**Understand the Community's Needs and Concerns:** Identify key issues or needs within the community, such as economic development, environmental conservation, recreation, or tourism.

- Who do I contact with questions/concerns/comments?

Board of Commissioners, Appointed Commissioners, Officers and City of Whitewater appointed Staff.

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Together for Healthy Lakes Summit- Wednesday, Oct 2<sup>nd</sup> , 841 Brewhouse 5pm-7pm

- Location: Whitewater Brewhouse 841 \* **Confirmed**
- Date: Options: October 2, 2024 \***Confirmed**
- Time: Event time 5pm-7pm (Set up 3-5, clean up 7-8)
- Invitation to the Public: Social Media (whitewaterbanner.com, Fort Paper, Facebook Pages- City of Whitewater & Park /Rec, Printed versions in English & Spanish, sandwich board outside City Hall

\* Banner across the Street was booked

- Invitations for table groups:

\* **Confirmed:** SEWRPC, City of Whitewater/Storm Water, Tallgrass, UW-Whitewater Sustainability Wes Enterline, UW- Whitewater Associate Professor of Marketing & Students, RLP Diversified

\* **Have not responded:** Eric Olson from UW-Extension, WW Creek Coalition

\* **Maybe:** Ecowater Way

\* **Not Available:** DNR. Whitewater & Rice Lake District ( I have reached out to a different member to attend, waiting response.

- Area for larger photo prints from Dale Maas.
- Topics to have brochures available on? ( Lakes District's , Shoreline Restoration, DNR Grants)
- Thank you for attending ideas: Raffle for Rain Barrel

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## 10. Future Agenda Items

- a. Lake District Creation Discussion
- b. Lake District Marketing Campaign
- c. Geese Concerns

## 11. Adjournment

- d. Motioned by McCormick to adjourn, seconded by Zipp. Unanimous voice vote. Adjournment at 5:40pm.

Respectfully Submitted,

*Michelle Dujardin*



**Lakes Advisory Committee Meeting Minutes  
Wednesday, April 3, 2024 – 4:00 pm  
Cravath Lakefront Room  
312 W. Whitewater Street  
Whitewater, WI 53190  
Hybrid Meeting**

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

Present: Carol McCormick, Elvira Kau, Kurt Zipp, and Gayle Stettler . Absent: Ginny Coburn and Geoff Hale  
Staff: Brad Marquardt, Michelle Dujardin, and Kevin Boehm  
Guest: Don Huntington

**2. Approval of Agenda**

Motioned by Carol McCormick. Seconded by Elvira Kau. Ayes: Carol McCormick, Elvira Kau, Kurt Zipp, and Gayle Stettler . Absent: Ginny Coburn and Geoff Hale

**3. Approval of Minutes from Monday, March 4, 2024**

Motioned by Carol McCormick. Seconded by Elvira Kau. Ayes: Carol McCormick, Elvira Kau, Kurt Zipp, and Gayle Stettler . Absent: Ginny Coburn and Geoff Hale

Ginny Coburn Arrived at 4:05pm

**4. Hearing of Citizen Comments**

Email message from Jeffrey Weigel

The Whitewater Creek Coalition (WCC) is a community organization dedicated to improving the quality of life in Whitewater by restoring and protecting Whitewater Creek, enhancing recreational opportunities in and around it, and educating the public about our local watershed. We are currently in the early stages of forming as a chapter of the Rock River Coalition, with our first planning meeting later this month. We hope to work with various community members, groups and other agencies to develop and implement plans that benefit the health of our lakes and the creek. Specifically, we'd like to align our future plans with those of the Lakes Advisory Committee and find ways to collaborate.

We'll be conducting clean-up events at the creek on April 26th and weekly throughout the summer. Please feel free to reach out directly with any questions. [Weigeljeffrey3@gmail.com](mailto:Weigeljeffrey3@gmail.com)

**5. Considerations/Discussions/Reports**

**a. Discussion and possible action regarding Whitewater Stormwater Quality Management Plan.**

- i. Presentation given by staff member Public Works Director, Brad Marquardt

Summary of Presentation:

- The plan is put together to meet all the requirements for the MS4 Permit.
- 2024 is going through another update to the current plan

Geoff Hale Arrived by phone at 4:30pm

- Improvements and repairs are taken care of by the Stormwater budget line item
- Some current detention basins needing attention
- There are currently four rain outfalls that drain into both Cravath & Trippe Lake
- Concerns & Questions by committee members for future discussion:
  - Ability to reroute rain outfalls into lakes
  - Heavy rain waters coming off of Fassel property & Bypass bringing in road debris

**6. Future Agenda Items**

- a. May 1<sup>st</sup>: Wisconsin Lakes & Streams Conference Recap
- b. May 29<sup>th</sup>. Southeastern Wisconsin Regional Planning Commission Presentation

**7. Adjournment**

- c. Motioned by Geoff Hale at 5:00pm, unanimous voice Ayes: Carol McCormick, Elvira Kau, Ginny Coburn, Geoff Hale, Kurt Zipp, and Gayle Stettler

Respectfully Submitted,

*Michelle Dujardin*





## Special Finance Committee Meeting

Whitewater Municipal Building City Manager's  
Conference Room, 312 West Whitewater St.,  
Whitewater, WI 53190 \*In Person and Virtual

**Wednesday, September 11, 2024 - 5:30 PM**

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

Please click the link below to join the webinar:

When: Sep 11, 2024 05:30 PM Central Time (US and Canada)

Topic: Finance Committee Meeting 9/11/2024

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/87117022791>

Or One tap mobile :

+13126266799,,87117022791# US (Chicago)

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

+1 312 626 6799 US (Chicago)

Webinar ID: 871 1702 2791

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## AGENDA

### CALL TO ORDER

The meeting was called to order by Lisa Dawsey Smith at 5:30 p.m.

### ROLL CALL

Present: Brian Schanen, Lisa Dawsey-Smith, and Patrick Singer.

Additional Attendees: Rachelle Blicht, Finance Director, Sara Marquardt, Human Resource Manager, and Jeremiah Thomas, Accountant.

### CONSENT AGENDA

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

### 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.*

Jill Gerber (234 S. Pleasant St.) suggested that the committee's practice of not providing printed packets was inconsistent with other standing committees of the city.

***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**

1. Discussion on Employee Health Insurance Options

A motion was made by Lisa Dawsey-Smith to recommend a resolution to withdraw from ETF to Common Council, Seconded by Patrick Singer.

Voting Yes: Lisa Dawsey-Smith, Patrick Singer, and Brian Schanen. Voting No: None.

## **FUTURE AGENDA ITEMS**

## **ADJOURNMENT**

Motion made to adjourn by Patrick Singer, Seconded by Brian Schanen. Voting Yes: Lisa Dawsey-Smith, Brian Schanen, and Patrick Singer. Voting No: None.

The meeting adjourned at 6:14 p.m.

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.**



**Lakes Advisory Committee Meeting Minutes**  
**Wednesday, May 29, 2024 – 4:00 pm**  
**Cravath Lakefront Room**  
**312 W. Whitewater Street**  
**Whitewater, WI 53190**  
Hybrid Meeting

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

Present: Carol McCormick, Kurt Zipp, Elvira Kau, and Gayle Stettler, and Ginny Coburn.

Absent: Geoff Hale

Staff: Michelle Dujardin

Guest Speakers: Justin Poinatte, Danielle Matuszak, and Hanna Helker

**2. Hearing of Citizen Comments**

No Citizens Comment

**3. Considerations/Discussions/Reports**

**a. Discussion and possible action regarding presentation from Southeastern Wisconsin Regional Planning Commission**

- i. Presentation of current timeline, scope of work and discussion given by Justin Poinatte and Danielle Matuszak.

Presentation Notes:

**Plan: Short-Term**

- Aquatic plant survey of Cravath and Tripp lakes (**Scheduled for week of July 15<sup>th</sup>, 2024**)
  - This survey would inform an updated aquatic plant management plan for the lake
- Shoreline survey (**Scheduled for week of July 15<sup>th</sup>, 2024**)
  - Complete survey of both lakes' shorelines using WDNR protocol
  - Conducting in 2024 would help document current problems with cattail encroachment
    - Conducting in 2025 or beyond may better document "typical" conditions if cattails begin to die off
- Fisheries
  - Request information from WDNR fisheries biologist regarding next fishery survey for lakes (already completed)
- Water quality monitoring in 2024
  - Cravath and Tripp lakes (**UW-Whitewater Professor Dale Splinter will work with SEWRPC starting in June to collect data**)

- Water clarity (secchi disk), temperature, dissolved oxygen, specific conductance, chloride, total phosphorus, and chlorophyll-a
  - Bluff Creek, Spring Brook, Whitewater Creek upstream, and Whitewater Creek downstream (UW-Whitewater and SEWRPC)
    - Water clarity (transparency tube), temperature, dissolved oxygen, specific conductance, total phosphorus, and total suspended solids
  - Note: we (SEWRPC) have automated water temperature and specific conductance loggers that could be installed into the lakes and creeks (**Scheduled to be in place June or July 2024**)
- Recreational use
  - Incidental monitoring while completing other surveys on lake – no intensive survey efforts

### Plan: Long-Term

- Aquatic plant management plan
  - Informed by aquatic plant survey
  - Would enable City/District to apply for aquatic plant management permits as a single entity rather than individual homeowners
- Fisheries
  - Enhance warmwater sport fishery (bass, crappie, perch, etc.)
  - Develop long-term plan to help reduce carp population
- Water quality
  - Could request funds to analyze water quality constituents not covered in 2024 monitoring or to continue 2024 monitoring efforts
  - Incorporate 2024 and beyond data with historical data to examine conditions and trends in lakes, tributaries, and Whitewater Creek downstream
- Shorelines
  - Ensure that City/District has permit to address shoreline restoration problems instead of individual homeowners
- Stormwater management
  - Incorporate major elements and actions from 2017 stormwater management plan
  - Investigate potential impact of stormwater pollutants on lake water quality as part of pollutant load modeling
- Recreational use
  - Install signs with QR codes asking lake users about how they recreate, fish that they catch, etc.
  - Ensure that water quality goals for fishable and swimmable lakes are met
    - Tie in with plans to increase recreational activities on lakes through handicap access for fishing, trails, swimming hole in Tripp
- Lake and watershed characterization
  - Lake size, bathymetry, and brief review of dam infrastructure and operations
    - Using available information – no new surveys of dam
  - Characterize land use, civil divisions, households and urban growth, wetlands, etc. within watershed

- These elements inform the pollutant load modeling as well as other aspects of plan development, e.g. recommending areas where wetland enhancement can trap nutrients
- Pollutant loading
  - Conduct watershed pollutant load modeling (e.g., STEPL model) to examine major pollutant sources and source areas
  - Recommend practices and programs to help reduce pollutant loading
    - Agricultural practices, wetland enhancements, stormwater management, lawn and shoreline care, etc.
- Grants and Funding Opportunities
 

We will recommend grants, programs, and other funding opportunities to help implement the practices and programs that we recommend within the plan. These will include grants that the City, District, and individual homeowners are eligible applicants for
- **SEWRPC will be drafting scope of second phase along with budget to submit for review**

#### 4. Considerations/Discussions/Reports

##### a. Discussion and possible action regarding bids for mechanical dredging of Cravath and Trippe Lake Cattail.

The City Clerk opened bids on May 9, 2024 at 3:00 pm for 37,020 square feet (1,927 cubic yards) of mechanical dredging of Cravath Lake and 2,334 square feet (130 cubic yards) of mechanical dredging of Trippe Lake. At that time the following bid were received:

- Cravath and Trippe Lake Dredging Bid from Eco Waterway Services, \$167,630.00
  - Cravath and Trippe Lake Dredging Big from RLP Diversified, Inc, \$160,000.00

The City of Whitewater holds a dredge permit with the State of Wisconsin Department of Natural Resources. Permit #IP-SE-2021-65-03182. Set to expire 11/04/2026.

The bid notice went out on April 22, 2024. Bid notice was published for two weeks in the Whitewater Register.

Monies for the project is budgeted in the 2024 & 2025 Engineering line for Lakes Capital Budget.

Kurt Zipp noted the success of the Swamp Devil Cattail Shredding on his property in 2023. Zipp noted he made contact with the owner of the company to inquire on possible return to both lakes to help water quality.

Motioned by Ginny Coburn to award RLP Diversified the bid contract \$160,000.00 for Cravath and Trippe Lake Dredging of cattail with recommendation to Common Council, Seconded by Elvira Kau .

Discussion:

Stettler questioned the working relationship with Eco Waterway Services in 2023. Dujardin replied with great working relationship.

McCormick stated a great working relationship with Eco Waterway Services on her personal property project  
Zipp commented the benefit of having a previous working relationship

Ayes: None. No's: Carol McCormick, Elvira Kau, Kurt Zipp, Ginny Coburn, and Gayle Stettler.  
Absent: Geoff Hale.

Motion Failed

Motioned by Ginny Coburn to reward Eco Waterway Services the bid of \$167,630.00 for Cravath and Trippe Lake Dredging of Cattail as noted in the bid packet. Seconded by Elvira Kau. Ayes: Carol McCormick, Elvia Kau, and Ginny Coburn. Abstain: Kurt Zipp and Gayle Stettler. Noes: None. Absent: Geoff Hale.

Motion Passed

**5. Future Agenda Items**

- a. Storm Water Information Requested by Kurt Zipp
- b. Lake District Creation Discussion
- c. Lake District Marketing Campaign

**6. Adjournment**

- d. Motioned by Kau to adjourn, seconded by McCormick. Unanimous voice vote.  
Adjournment at 5:35pm.

Respectfully Submitted,

*Michelle Dujardin*



**Lakes Advisory Committee Special Meeting Minutes**  
**Friday, February 09, 2024 – 8:30 pm**  
**Cravath Lakefront Room**  
**312 W. Whitewater Street**  
**Whitewater, WI 53190**  
Hybrid Meeting

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

Present: Carol McCormick, Elvira Kau, Ginny Coburn and Kurt Zipp. Absent: Gayle Stettler and Geoff Hale

Staff: Michelle Dujardin, and Kevin Boehm

Guest: Don Huntington, Jon Tanis, Carol Ducommon, and Chuck Chambers

**2. Approval of Agenda**

Motioned by Carol McCormick. Seconded by Ginny Coburn. Ayes: Carol McCormick, Elvira Kau, Ginny Coburn and Kurt Zipp Absent: Geoff Hale and Gayle Stettler

**3. Hearing of Citizen Comments**

No Comments

**4. Considerations/Discussions/Reports**

**a. Presentation on creating a Lakes District by the Whitewater-Rice Lakes Management District**

- i. Presentation given by Whitewater-Rice Lakes Management District on best practices and possible obstacles. Board questions and answers took place.

**5. Future Agenda Items**

- a. Presentation from Southeastern Wisconsin Regional Planning Commission
- b. Whitewater Stormwater Plan
- c. Discussion of Resolution

**6. Adjournment**

- a. Motioned by Elvira Kau at 9:53am, seconded by Carol McCormick Ayes: Carol McCormick, Elvira Kau, Ginny Coburn and Kurt Zipp Absent: Geoff Hale and Gayle Stettler

Respectfully Submitted,

*Michelle Dujardin*



**Lakes Advisory Committee Meeting Minutes**  
**Wednesday, May 1, 2024 – 4:00 pm**  
**Cravath Lakefront Room**  
**312 W. Whitewater Street**  
**Whitewater, WI 53190**  
Hybrid Meeting

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

Present: Carol McCormick, Elvira Kau, Kurt Zipp, Gayle Stettler, and Ginny Coburn.

Absent: Geoff Hale

Staff: Michelle Dujardin, and Kevin Boehm

Guest: Don Huntington

**2. Approval of Agenda**

Motioned by Carol McCormick. Seconded by Elvira Kau. Ayes: Carol McCormick, Elvira Kau, Kurt Zipp, Ginny Coburn and Gayle Stettler . Absent: Geoff Hale

**3. Approval of Minutes from Wednesday, April 3, 2024**

Motioned by Carol McCormick. Seconded by Elvira Kau. Ayes: Carol McCormick, Elvira Kau, Kurt Zipp, Ginny Coburn, and Gayle Stettler . Absent: Geoff Hale

Geoff Hale Arrived at 4:10pm

**4. Hearing of Citizen Comments**

No Citizens Comment

**5. Considerations/Discussions/Reports**

**a. Discussion and Presentation on attendance at the 2024 Wisconsin Lakes and Rivers Convention April 10-12, 2024.**

- i. Presentation given by staff member Michelle Dujardin and Lakes Advisory Committee Member Kurt Zipp.



**b. Discussion and Possible Action Regarding Approval of Proposed Scope of Work to be performed by SEWRPC for phase one of the Comprehensive Lakes Management Plan for Cravath and Trippe Lakes**

As requested during a March 4, 2024, meeting of the City of Whitewater lake committee (“City”), the Southeastern Wisconsin Regional Planning Commission (“Commission”) has prepared this scope of work examining a variety of management issues that the City believes are important to the continued health and vitality of Cravath and Trippe Lakes (“Lakes”). This scope of work provides most of the technical, schedule, and budget information regarding fieldwork and data collection efforts as the first phase of a two phase process in preparing a comprehensive lake management plan for the lakes. A subsequent phase and scope of work will cover data analysis, plan writing, and management plan activities; the City may elect to apply for a grant through the Wisconsin Department of Natural Resources (“WDNR”) Surface Water Grant program to help fund some of this subsequent phase.

The fee for the 2024 comp plan phase one is up to but not to exceed \$11,500. Monies for the project is budgeted in the Feasibility line for Lakes Capital Budget.

Motioned by Geoff Hale to approve the Cravath and Trippe 2024 Comp Plan Phase One Agreement with Wisconsin Regional Planning Commission with recommendation to Common Council, Seconded by Carol McCormick . Ayes: Carol McCormick, Elvira Kau, Kurt Zipp, Ginny Coburn, Geoff Hale, and Gayle Stettler.

McCormick advised the spelling of Trippe should always contain an (e) .

**6. Future Agenda Items**

- a. May 21st: Presentation/ Q & A from Extension Lakes Director, Eric Olson. Subject: Creating a Lakes District
- b. May 29<sup>th</sup>. Southeastern Wisconsin Regional Planning Commission Presentation

**7. Adjournment**

- c. Motioned by Geoff Hale at 5:05pm.

Respectfully Submitted,

*Michelle Dujardin*



# Library Board of Trustees

Cravath Lakefront Conference Room  
312 W Whitewater St., Whitewater, WI, 53190

In Person and Virtual

**Monday, November 18, 2024 - 6:30 PM**

## MEETING MINUTES

**CALL TO ORDER** at 6:33 pm.

### ROLL CALL

Present: Jennifer Motszko, Alyssa Orlowski, Kathy Retzke, Camden Harlan, Sallie Berndt

Absent: Doug Anderson, Brienne Diebolt-Brown

Staff: Diane Jaroch, Rachel Clift

Guests: None

### 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 council to be implemented. the agenda shall be approved at reach meeting even if no changes are being made at that meeting.*

MSC Harlan/Berndt to approve the Agenda.

Ayes: Jennifer Motszko, Alyssa Orlowski, Kathy Retzke, Camden Harlan, Sallie Berndt

Nays: none

### 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. Approval of the minutes of the October 21, 2024 meeting
2. Approval of Payment of Invoices for October 2024
3. Acknowledgement of Receipt of October 2024 Statistical report
4. Acknowledgement of Receipt of October 2024 Financial report
5. Acknowledgement of Receipt of October Treasurer's reports

MSC Retzke/Berndt to approve the Consent Agenda.

Ayes: Jennifer Motszko, Alyssa Orlowski, Kathy Retzke, Camden Harlan, Sallie Berndt

Nays: none

### 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.*

### OLD BUSINESS

#### 6. Library Building Project

##### a) General Update

- i) Foundation is poured. Currently, the library is back open for patrons!
- ii) Maker Space is available as well.

### NEW BUSINESS

#### 7. Discussion and possible action of funds from the house sales.

MSC Retzke/Berndt to grant the City of Whitewater permission to use house sale funds for the library building project.

Roll Call Vote:

Ayes: Jennifer Motszko, Alyssa Orłowski, Kathy Retzke, Camden Harlan, Sallie Berndt

Nays: none

#### 8. Discussion and possible action on moving funds from the account held at the First Citizens State Bank to the account held at the American Deposit Management, LLC.

MSC Harlan/Motszko to move \$2000 from First Citizens Bank to ADM account.

Roll Call Vote:

Ayes: Jennifer Motszko, Alyssa Orłowski, Kathy Retzke, Camden Harlan, Sallie Berndt

Nays: none

#### 9. Discussion and possible action for hiring a woodworker and mobile mill and setting a limit on the expense of the project.

- a. Currently have one quote, but are looking to gather some more information before making a motion. Will be further discussed during December Library Board meeting.

#### 10. Approval of the Closed Dates for 2025.

MSC Berndt/Orlowski to approve Closed Dates for 2025.

Ayes: Jennifer Motszko, Alyssa Orlowski, Kathy Retzke, Camden Harlan, Sallie Berndt

Nays: none

11. Review and approval of the Public Records Request policy.

a. Will return to this policy during December Library Board Meeting.

12. Discussion and input regarding the Proposed Framework for Improving Public Participation at Whitewater Common Council & Committee Meetings document as presented by the Finance Committee.

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

13. Library Director's report

a. Awesome updates include audiobook options and translators to support patrons.

14. Assistant Director's report

a. Lucky Day collection will return to the library! Glad to be back in the building.

15. Youth Educational Services report

16. Programming & Makerspace report

17. Bridges Library System Staff reports

18. Trustee Training workshop reports

a. Kathy attended a session about Book Challenges.

19. Board reports

### **FUTURE AGENDA ITEMS**

a. Setting limit on expense of woodworker and mobile mill project.

b. Revisit Public Records Request Policy.

c. Trustee Training workshop report.

d. Library Director Evaluation.

**CONFIRMATION OF NEXT MEETING** on Monday, December 16, 2024 at 6:30 pm in Cravath Lakefront Room, City Hall.

**ADJOURNMENT** at 7:41 pm.

MSC Retzke/Harlan to adjourn.

Ayes: Jennifer Motszko, Alyssa Orlowski, Kathy Retzke, Camden Harlan, Sallie Berndt

Nays: none

Minutes respectfully submitted by Alyssa Orlowski on Monday, November 18, 2024.



## Special Finance Committee Meeting

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

**Wednesday, October 30, 2024 - 4:00 PM**

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

You are invited to a Zoom webinar.

When: Oct 30, 2024 04:00 PM Central Time (US and Canada)

Topic: Special Finance Committee Meeting

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/86803129460>

Or One tap mobile :

+16469313860

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

+1 312 626 6799 US (Chicago)

Webinar ID: 868 0312 9460

International numbers available: <https://us06web.zoom.us/j/86803129460>

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## AGENDA

### CALL TO ORDER

The meeting was called to order at 4:00 p.m. by Lisa Dawsey-Smith.

### ROLL CALL

Present: Lisa Dawsey-Smith, Patrick Singer, and Brian Schanen.

Absent: None.

Additional Attendees: Rachelle Blich, Director of Finance; Sara Marquardt, HR Manager; Dan Meyer, Police Chief; Sabrina Ojibway, Support Services Manager; Taylor Zeinert, Economic Development Director

### 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. Finance Committee Meeting Minutes from October 22, 2024
2. Special Finance Committee Meeting Minutes October 23, 2024

Motion made by Patrick Singer to approve the consent agenda, Seconded by Brian Schanen.

Voting Yes: Lisa Dawsey-Smith, Brian Schanen, Patrick Singer. Voting No: None.

### **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**

#### 3.        2025 Draft Budget Review (3 of 3)

Motion made to recommend the budget to Common Council with the option to explore police staffing made by Patrick Singer, Seconded by Brian Schanen.

Voting Yes: Lisa Dawsey-Smith, Brian Schanen, Patrick Singer. Voting No: None.

#### 4.        City Attorney and Code Enforcement & Zoning Contracts and Job Descriptions

Motion made to recommend job descriptions to Common Council made by Lisa Dawsey-Smith, Seconded by Patrick Singer.

Voting Yes: Lisa Dawsey-Smith, Patrick Singer. Voting No: Brian Schanen.

#### 5.        Sick Leave Severance Budget & Policy

#### 6.        Shared-Ride Budget

### **FUTURE AGENDA ITEMS**

#### 7.        Parking Permit Fees & Sale Dates

#### 8.        Update on MFA

#### 9.        Update on Data Collection for MOU with UWW for Parking

### **ADJOURNMENT**

A motion to adjourn was made by Lisa Dawsey-Smith, Seconded by Patrick Singer.

Voting Yes: Lisa Dawsey-Smith, Brian Schanen, Patrick Singer. Voting No: None.

The meeting adjourned at 5:33 p.m.

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.**

MEMORANDUM

To: Common Council

From: John Weidl, City Manager

Date: 12/20/24

Re: Spring Splash Taskforce Final Report Synopsis

Council Members,

As directed, the Spring Splash Taskforce convened representatives from the City, University of Wisconsin-Whitewater, and community stakeholders to collaboratively address the challenges posed by the unsanctioned Spring Splash event. This report summarizes the outcomes of three workshops held from October through December, focused on balancing the safety and quality of life of residents with the University's need for student engagement.

The taskforce identified several key concerns, including resource strain on public safety agencies, risks to student and community safety, and the event's impact on public perception of Whitewater. Through this process, participants developed actionable recommendations:

1. Centralized University-Led Event

The taskforce unanimously recommended a University-hosted event on campus, targeting students while allowing controlled participation by non-students. This approach enhances safety and engagement by leveraging University resources, including public safety, infrastructure, and communication channels.

2. Enhanced Safety Measures

Safety was identified as the top priority. Recommendations include focusing enforcement efforts on life safety and property protection while fostering collaboration between City and University law enforcement to ensure efficient resource allocation.

3. Unified Communication Strategy

A comprehensive, multi-platform communication plan will set clear expectations for students, landlords, and businesses, mitigating confusion and fostering goodwill. Key messaging will emphasize safety, personal responsibility, and the event's positive potential.

4. Success Metrics and Evaluation

Success will be measured through both quantitative (e.g., citations, arrests) and qualitative data. Recognizing that cultural change takes time, the taskforce recommended a multi-year approach with post-event evaluations to refine strategies.



While the taskforce has laid a solid foundation, additional steps remain. The University must take ownership of the event's planning and implementation, supported by City resources where needed. Discussions with University leadership, student representatives, and public safety agencies will be critical to finalizing and executing these plans.

This initiative underscores the importance of strong University-City relations. Collaborative efforts like Spring Splash, Starin Road, the Innovation Center, and other joint projects reinforce our shared commitment to a safer, more vibrant Whitewater. Strengthening these partnerships benefits not only our residents and businesses but also the students and faculty who make Whitewater a dynamic university community.

I will ensure these recommendations are integrated into planning and will keep the Council informed of progress. Thank you for your direction and support in initiating this important effort.

Sincerely,

John S. Weidl

City Manager

JSW/RLM

# Spring Splash® Taskforce Meetings Summary



Greater Whitewater Committee, Inc.



## Whitewater Rental Association

Report Released:  
December 19, 2024

Prepared for:  
Becky Magestro, Chief of Staff, City Manager's Office  
John S. Weidl, City Manager

Item 5.



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## Executive Summary

The Spring Splash® Taskforce convened representatives from the City of Whitewater, the University of Wisconsin-Whitewater, and the community to address challenges associated with the unsanctioned annual Spring Splash® event. Over three workshops, participants identified safety, resource strain, and public perception as primary concerns, and developed strategies to enhance event management. Key recommendations include hosting a centralized, University-led event prioritizing safety and student engagement, implementing a robust communication strategy, and leveraging joint jurisdiction for enforcement to balance public safety with community impact. The taskforce's collaborative process has laid the groundwork for a safer, more organized event while fostering stronger partnerships between stakeholders.

## Stakeholders in Attendance

A cross-section of City, University, and community members came together over a series of three taskforce workshops in October-December 2024. 10-15 attendees attended each of the three workshops. An outside facilitator guided the workshops and developed this report to allow for full participation by all community stakeholders. Participants included representatives of the following organizations:

<b>CITY</b>	<b>UNIVERSITY</b>	<b>COMMUNITY</b>
City Administration	UWW Chancellor's office	Business owner
City Police Department	UWW Police Department	Landlord(s)
City Fire Department	Student Government Advisor	Rental Association
City Economic Development	UWW Dean of Students' office	
City Council members (2)	Greek Life student reps	
	Student Government reps	

## Goal of Workshops

The goal of the three workshops was to bring together members of the Whitewater community to discuss the annual Spring Splash® event. The event is an annual, decentralized party weekend including house parties and bars in downtown Whitewater, typically held toward the end of the spring semester. The event is not sanctioned by either the City or the University and the trademark for the event is held by Wisconsin RED, a Wisconsin-based apparel and lifestyle brand.

The unsanctioned nature of the event has led to challenges in communication between community members, the University, and the City. The City of Whitewater Police Department has (in recent years) taken a lead role in managing the public safety response for the event, with support from surrounding jurisdictions. This has an outsized resource cost for a community the size of Whitewater, a burden which is shouldered by residential and business taxpayers.

The goal of this taskforce was to evaluate what future steps should be taken by the city and the University to lead to best outcomes surrounding Spring Splash®. Participants graciously gave their time to participate in guided activities over the three meetings to contribute to this final report.

## Workshop #1 – Identifying Best and Worst-Case Scenarios

In the October meeting participants had the chance to share honestly their hopes and fears about what the future of Spring Splash® might look like. Responses fell into the following categories.

### **HOPES FOR SPRING SPLASH®**

Controlled and safe event  
Well-organized event  
Fun and safe  
Collaborative  
Revenue-generator for businesses  
Good PR for City/University

### **FEARS FOR SPRING SPLASH®**

Resource drain / Unsafe  
Uncontrolled event  
Health and safety risk  
Financial liability  
Disorganized  
Bad PR for City / University  
Dirty

After identifying the best and worst-case scenarios, participants framed their concerns into actionable questions and voted on which questions were the most important to answer over future taskforce meetings. Questions generated were:

1. How might we make Spring Splash® less resource-draining? \*
2. How might we educate ALL parties (students, residents, landlords, businesses) to make informed choices around Spring Splash®?
3. Should we (or are we able to?) add more elements of control and structure to Spring Splash®? \*
4. How might we educate business owners to monetize from this event?
5. How can we positively message around Spring Splash®? \*
6. How might we manage Spring Splash® in as safe a manner as possible? \*

Questions with an asterisk received the most votes to be discussed in a future meeting.

## Workshop #2 – Generating Ideas to Answer our Questions.

In the November meeting participants focused on brainstorming as many ideas or solutions as possible to our four actionable questions we designated the month earlier. This workshop aimed to generate numerous ideas for deeper exploration. Ideas generated (sorted by question) are listed here:

### How might we make Spring Splash® less resource-draining?

- Centralized event location

- Reduce carry-ins/outs with authorized vendors.
- Emergency management planning hub
- Plan of action for stray parties
- Map resources in advance.
- Communication strategy
- Education for community members, students
- Engage students in their desires.
- Communication between City / Public Safety / UWW
- Rebrand the event.
- Engage students in organization and post-event cleanup.
- Engage local businesses in events.
- Set expectations with attendees about local origins and consequences.

### Should we (or are we able to?) add more elements of control and structure to Spring Splash®?

- Need to have an established “owner” of the event to maximize communication.
- Do communications come from Wisconsin RED? From UWW?
- Engage Greek Life in messaging.
- Leverage social media outlets such as Barstool.
- Will an attempt to structure or formalize drive the event underground?
- Determine liability and ownership of events.
- Leave event only to UWW students.
- Avoid locations with major roads, water, railroad to reduce liability.
- Make the event a controlled, destination event with a major headliner music act, wristbands for attendees.

### How can we positively message around Spring Splash®?

- Success defined by the level of organization, decreased arrests, property damage, and an established liability structure.
- Need an all-in strategy on communications to reach as many parties as possible and set expectations for residents and students, event attendees.
- Leverage multiple platforms (including social media accounts) to reach as many individuals as possible.
- UWW student government takes ownership of social media accounts?
- Work with a marketing consultant or agency to develop messaging.
- Be up front with students about the challenges of this event – not to scare them, but to be honest.

## How might we manage Spring Splash® in as safe a manner as possible?

- If an event is hosted on campus, it can be centralized at a student hub, it will not negatively impact traffic, parking. There are concerns that if the event is not done well, it will not attract student attention. It needs to strike a balance of being structured and secure but still providing an experience students want. An event on campus cannot be dry if students are going to attend.
- If the event is hosted in the downtown area, it offers greater access to businesses. But a downtown location may cause traffic congestion and there are certain streets which cannot be closed. There are uncontrolled variables in the downtown area such as railroad tracks, water, traffic, parking, and the question of where the event could or should be hosted.
- Landlords have concerns about property damage resulting from house parties – need to ensure that there is adequate messaging around house parties and enforcement.
- Messaging to community members will be centered around behavior expectations and safety planning.

The group narrowed down their large lists of ideas to five ideas they wanted to explore further at the final workshop.

1. Host a centralized event in downtown Whitewater – open to all.
2. Host a centralized music festival on UWW campus – open to all.
3. Host a centralized event with non-drinking options (location to be determined) – for students only.
4. Implement a unified message with a multi-platform communications strategy.
5. Bring down the hammer! Enforce strongly during the event.

## Workshop #3 – Gaining Consensus and Identifying Next Steps

The final workshop brought together representatives to evaluate the pros and cons of each idea and come to a consensus on conclusions about the future of Spring Splash®. Only four representatives, including one from the Chancellor's office and three students, could attend the final workshop due to its timing near the semester's end and winter commencement. No representatives from UWW Police Department attended the final meeting due to the schedule conflicts.



We derived four conclusions from the five final ideas established in the previous session to evaluate. These four conclusions were:

Conclusion #1: The centralized event should be for students only.

Conclusion #2: The #1 goal of the event is SAFETY, even at greater cost to the community.

Conclusion #3: Measures of success will be evident immediately through quantity of violations / citations.

Conclusion #4: Enforcement efforts should be focused on life safety and avoiding property damage.

The group split into pro and con factions – assigned a perspective to take (even if they did not personally agree with this perspective) on each conclusion. Each group had a chance to argue their perspective and discuss, debate club style. Following the discussion, members of the group voted that they agreed with the conclusion or disagreed, with the ability to add additional comments.

Pros and cons for each conclusion, as well as additional context noted are listed below:

### Conclusion #1: The centralized event should be for students only.

#### PROS

On-campus event is safer/contained  
Student engagement > on campus  
Needs to be student-driven  
Could use student fees to fund  
Needs student buy-in  
Downtown events are more organic?  
Event open to all, targeted to UWW?

#### CONS

Would a public location be able to restrict entry?  
public space, private access = negative PR  
Poorly executed event = more house parties  
Need a strategy for underage attendees.  
Need a definition for “students.”  
Prairie Street location = backyard parties  
Students want to bring non-UWW friends.  
More education on fines for hosting parties  
Intention of event not community-centric

#### ADDITIONAL CONTEXT

The event needs to be well-organized, have student buy-in and be student-driven. If the event feels like it is driven by administration without student input, it will flop and drive the event further underground. The group identified key elements for a successful on-campus event: a popular musical act, permitted food and alcohol vendors, clear carry-in rules, and tournaments like beer pong and beer darts. Students expressed a desire for a clear, known policy for non-UWW student entry (such as colored wristbands). The two distinctive perspectives on event location were as follows:

**ON-CAMPUS EVENT**

Higher student engagement  
Higher control / containment  
UWW = primary public safety  
Clearly targeted to students

**OFF-CAMPUS EVENT**

May feel more organic in downtown.  
Open to new safety hazards  
City of Whitewater = primary public safety  
Who is event for. Students? Community?

*Most of the group (8/9) was in consensus the future direction for Spring Splash® should be a formal, University-hosted event held on campus, but open to non-students. UWW Public Safety would be the primary responding agency, with backup support from the City of Whitewater PD and surrounding agencies.*

**Conclusion #2: The #1 goal of the event is SAFETY, even at greater cost to the community.**

Note: In discussing this conclusion, we built upon the idea that this would be a centralized event held on the UWW campus.

**PROS**

Student safety = UWW priority  
UWW drives incident action planning  
Using student funds to support safety  
City’s values / vision = welcoming

**CONS**

Students naïve to safety concerns off-campus  
City PD often painted as “the bad guys.”  
Safety is not a resource drain.  
Concern of risk of litigation / liability

*The group was unanimous in consensus the goal of a formal, organized event within the Spring Splash® weekend is to increase SAFETY for all.*

**Conclusion #3: Measures of success will be evident immediately through quantity of violations / citations.**

**PROS**

**CONS**

Need data beyond quantitative (historical)  
Not all violations / citations are same weight.  
Need positive success measures, too.  
Will take multiple years to measure success.

**ADDITIONAL CONTEXT**

As discussed in previous meetings, the brand Spring Splash® is trademarked and owned by Wisconsin RED. Any new initiative that the community or University takes to host a

centralized, organized event will have to be branded differently. Participants estimate that it may take up to three years for the brand to fully be recognized and successful in the community.

*As noted above, the entire group disagreed with this conclusion. It was agreed upon unanimously that success measures must include more than qualitative aspects and may take years to evaluate the intervention's effectiveness.*

#### **Conclusion #4: Enforcement efforts should be focused on life safety and avoiding property damage.**

Note: This conclusion suggests that resource constraints would not allow public safety departments to enforce a zero-tolerance policy surrounding this event.

#### **PROS**

Dean of Students manage student conduct  
Consequences can shift behavior  
Community concerns around property  
Property damage = clear enforcement

#### **CONS**

Do not want “snowball effect.”  
Need clear definition of life safety.  
No bias in enforcement  
Crowd reaction to limited enforcement

#### **ADDITIONAL CONTEXT**

If the event is hosted on campus, there is a great opportunity to route jurisdiction of some infractions (such as underage drinking) to the University / Dean of Students for their review. This could ensure that City Police (and supporting jurisdictions) are focused on life safety and property damage, but that enforcement still occurs for illegal behaviors. There was discussion around increased education and awareness around the penalties for illegal behaviors (hosting underage parties, for example.) Setting clear expectations around penalties and enforcing could shift behaviors.

*The group was unanimous in consensus that enforcement cannot and should not only focus on life safety and property damage, but that an education campaign combined with joint jurisdiction on alcohol infractions will allow City police departments to focus their efforts.*

## Next Steps

As a final exercise, the group used an assumption map (axes of certainty and risk) to plot assumptions about a future Spring Splash® event alternative. The assumption map resembled such – using the questions “How much understanding do we currently have?” and “How bad would it be if we were wrong about this?” to plot each assumption.

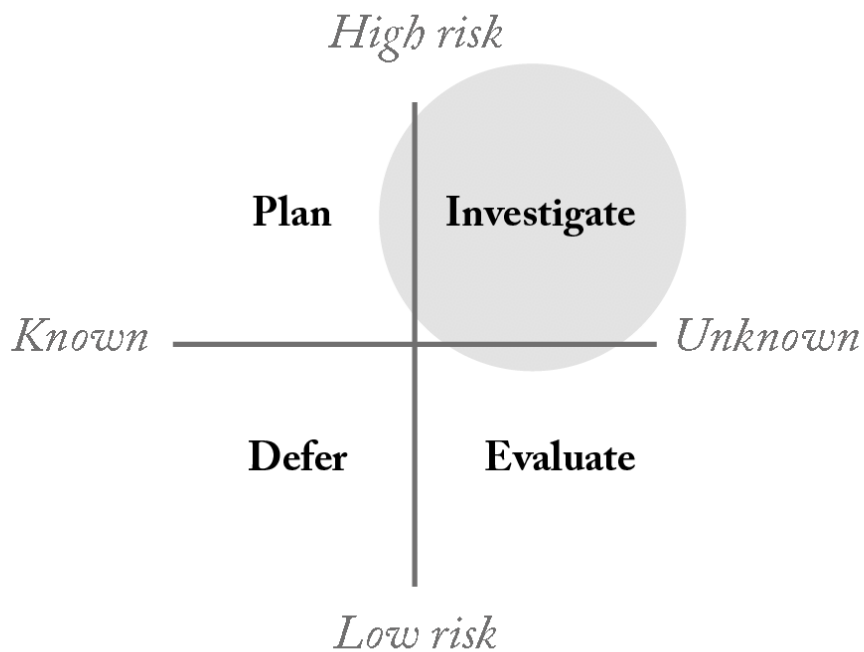


Figure 1: Image credit to PIP Decks

Each quadrant determines the future course of action around the assumption.

### Assumptions Which Require Further Planning

- A large-scale, centralized event that would be open fully to the public will pose safety issues for attendees and for businesses/employees.
  - Response: Having the event hosted on campus would allow for some containment / control on access. This would be a larger concern if the event were hosted in the downtown area.
- A large-scale, centralized event that is open to the students only will not attract or garner buy-in and participation from students.
  - Response: As discussed in our workshop, students highly desire the ability to bring non-UWW friends to this event. A strategy needs to be set in place to control and contain entry, but also make the event open beyond the UWW

student population. It is also critical that students have voices and insights into what this event looks like.

*Next Steps: Planning meetings between university leadership, University public safety and City Police Department. The more proactive public safety entities can be, the safer the event will be. Determine the role and influence which student entities (Student Government, Greek Life, student organizations) can have in designing this event.*

### Assumptions Which Require Deference to Another Deciding Entity

- Nobody will take ownership of this event because of the liability of “owning” the event.
  - Response: The University has expressed interest in supporting an official event as a part of the Spring Splash® weekend. This would add clarity to who “owns” and holds liability for the event.
- Making this event safer (through planning and enforcement) will be a drain on resources for the city and regional public safety departments.
  - Response: If the event is formalized with a host location and the University takes the lead in incident action planning, public safety departments are less concerned about the resource needs.
- Students and University parents will have a negative perception of the City of Whitewater and local first responders if enforcement is “too heavy” around this event.
  - Response: This is the status quo. University of Whitewater Police Department taking primary jurisdiction, and strategizing ways for some infractions to be managed by university leadership is a way to improve student and parent perception while still maintaining safety.
- It is too hard to reach people today. We will not reach everyone with our messaging, even if we have a broad communication strategy.
  - Response: While it is true that universal communication is a difficult standard to reach, if the event is “owned” by the University, there are more direct tools at the University’s disposal to reach students (text message alerts, social media posts, geofenced social media campaigns, etc.)

*Next Steps: Planning meetings within University (students, leadership) about the location, nature of this event, as well as an enforcement response plan (who has jurisdiction over which issues?). University leadership takes responsibility for student-facing communications on event safety, consequences, and best strategies to reach UWW and non-UWW attendees.*

## Assumptions Which Require Further Investigation

- We will have accomplished our goal of making this event safer if we see a reduction in citations and arrests.
  - Response: The University and local public safety should complete a full post-mortem on this event after the fact, gathering anecdotal, qualitative, and quantitative data. Quantitative data alone is not enough to measure success, and it will take multiple years of this new approach to Spring Splash® weekend to effectively measure if the intervention has been successful.

*Next Steps: Post-event planning meeting to review various types of data, identification of events that were successful and those which need refinement before 2026.*

## Conclusion

In conclusion, the Spring Splash® taskforce meetings have provided a good foundation to address openly the challenges and opportunities surrounding this event. Stakeholders from the City, University and broader community identified concerns and goals, brainstormed solutions and established a clear roadmap moving forward.

The consensus reached highlighted a commitment to safety, student engagement, and balancing the goodwill of this event for the students and University community with broader community impact. This process has demonstrated that parties with widely varying perspectives can come together and engage in proactive planning.

The taskforce recommendation is that a centralized, University-led event be held on campus, while ensuring that there is opportunity for student buy-in and engagement. A communication strategy paired with a joint-jurisdiction enforcement approach will help to mitigate risk and generate a more positive experience for all parties. These three meetings demonstrate the importance of continuing ongoing dialogue and maintaining healthy town-gown partnerships in the City of Whitewater.



## Council Agenda Item

Meeting Date:	01/07/2025
Agenda Item:	WPPA/WPPSA Residency Side Letter
Staff Contact (name, email, phone):	Dan Meyer <a href="mailto:dmeyer@whitewater-wi.gov">dmeyer@whitewater-wi.gov</a> 262-473-1371

### BACKGROUND

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

The Whitewater Professional Police Association (WPPA) and the City of Whitewater have completed a side letter amendment to the 2023-2025 collective bargaining agreement. The side letter updates the residency required of sworn officers covered under the agreement from *within 20 miles of the City limits* to *within 30 miles of the City limits*. The change is intended to make the Whitewater Police Department a more competitive employer.

The Whitewater Professional Police Supervisory Association (WPPSA) is also in the process of completing the same side letter amendment to the WPPSA collective bargaining agreement.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

### FINANCIAL IMPACT

(If none, state N/A)

N/A

### STAFF RECOMMENDATION

N/A

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. WPPA Residency Side Letter

**Letter of Understanding Between the  
City of Whitewater  
And  
Whitewater Professional Police Association/  
Wisconsin Professional Police Association  
Law Enforcement Employee Relations Division**

Whereas: On December 1<sup>st</sup>, 2024, the City of Whitewater has requested and all above listed parties have agreed to an amendment of the 2023 – 2025 Collective Bargaining Agreement.

Whereas: The parties have agreed to amend Article XXVI-Residency as follows:

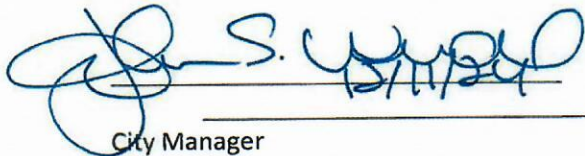
Article XXXVIII – Residence

Employees covered by this Agreement shall be permitted to establish their residence within ~~twenty (20)~~ **30 miles** of the City limits.

Governing Nature: Upon full and final execution, this letter of agreement shall become the status quo and will expire on December 31<sup>st</sup>, 2025, or when a successor bargaining agreement is reached – whichever is later. All other terms of the 2023 – 2025 Collective Bargaining Agreement will continue to be in effect.

Dated this 10<sup>th</sup> day of DECEMBER, 2024.

City of Whitewater:

  
\_\_\_\_\_  
City Manager

Police Union:

  
\_\_\_\_\_  
Association President

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
WPPA Business Agent





# Council Agenda Item

Meeting Date:	January 7, 2025
Agenda Item:	Salary Resolution Amendment 1
Staff Contact (name, email, phone):	Rachelle Blitch, <a href="mailto:rblitch@whitewater-wi.gov">rblitch@whitewater-wi.gov</a> , 262-473-1380

## BACKGROUND

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

The 2025 Salary Resolution was approved in December, and we have since received notice that our Comptroller will be retiring in March. This position will be filled internally, necessitating the posting of the resulting job vacancy.

After evaluating the department's needs, we believe the vacancy can be filled by a less specialized candidate. A job description for an Accounts Payable/Payroll Clerk has been drafted and we are recommending that this position be placed in grade J. This adjustment reflects a lower salary grade, resulting in cost savings for the City.

Additionally, it is recommended that the Accountant position remain on the salary resolution as unfilled. This would provide flexibility for the City to retain or recruit qualified staff in the future should the need arise.

## PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

12/3/2024 – Council approved the 2025 Salary Resolution

## FINANCIAL IMPACT

(If none, state N/A)

The change in pay grades would result in a potential savings of \$12,000 to \$25,000 depending on the applicants placement.

## STAFF RECOMMENDATION

Staff recommends the approval of the salary resolution amendment as presented.

## ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. 2025 Salary Resolution Amendment 1
2. Accounts Payable/Payroll Clerk Job Description

**CITY OF WHITEWATER, WISCONSIN**  
**2024 SALARY RESOLUTION AMENDMENT 3**

**WHEREAS**, the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, set forth the wage and salary schedule in which wages are established for employees during 2025

**NOW THEREFORE, BE IT RESOLVED** by the Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, that the following ranges and numbers of employees in the 2025 Wage and Salary Schedule are hereby adopted pursuant to Wisconsin Statutes: and

subject matter between the two shall be in conflict, and the changes contained herein shall be effective beginning January 7, 2025:

<b>Amendment 1</b>			
<b>Grade</b>	<b>Position</b>	<b>Minimum</b>	<b>Maximum</b>
T	CITY MANAGER	115,303.00	155,659.05
		55.43	74.84
S	Vacant	103,772.70	140,093.15
		49.89	67.35
R	Police Chief	93,395.43	126,083.83
	Director of Public Works	44.90	60.62
Q	Fire Chief	86,857.75	117,257.96
	Director of Financial & Administrative Services	41.76	56.37
	Economic Development Director		
P	Parks & Recreation Director	80,777.71	109,049.90
	IT Director	38.84	52.43
	Captain		
	Library Director		
O	Streets, Parks & Forestry Superintendent	75,123.27	101,416.41
	Wastewater Superintendent	36.12	48.76
	Water Superintendent		
N	HR Manager	69,864.64	94,317.26
	City Clerk	33.59	45.34
	Comptroller		
	First Asst Chief-Fire		
M	Accountant	64,974.11	87,715.05
	EMS Chief	31.24	42.17
	Lead Operator		
L	Support Services Manager	60,425.93	81,575.00
	Asst Parks, Recreation & Community Events Director	29.05	39.22
K	Lead Laborer	56,196.11	75,864.75
	WAFC Manager	27.02	36.47
	Assistant Library Director		
	Communication Coordinator		
	IT Support Technician		
	Wastewater Operator		
	Water Operator		

**CITY OF WHITEWATER, WISCONSIN**  
**2024 SALARY RESOLUTION AMENDMENT 3**

Amendment 1			
Grade	Position	Minimum	Maximum
J	Chief of Staff	52,262.38	70,554.22
	Adult Program Coordinator	25.13	33.92
	Recreation & Community Events Manager		
	Laborer I-Mechanic		
	Facilities Maintenance I		
	Wastewater Specialist I		
	Water Laborer I		
	Laborer I		
	Accounts Payable/Payroll Clerk		
I	GIS Analyst	48,604.02	65,615.42
	Fire Inspector EMT/Firefighter	23.37	31.55
	Programming & Makerspace Librarian		
	Youth Educational Services Librarian		
H	Clerk of Court	45,201.74	61,022.34
	Deputy Clerk	21.73	29.34
	Dispatcher I		
	Facilities Maintenance II		
	Laborer II		
	HR Coordinator		
	Wastewater Specialist II		
	Water Laborer II		
	Accounting Technican		
	Police Records Specialist		
G	Dispatcher II	42,037.61	56,750.78
	Administrative Assistant I - Records Technician	20.21	27.28
	Administrative Assistant I - Utilities		
	Administrative Assistant I -Neighborhood Services		
	Administrative Assistant I - CDA		
F	Youth Program Coordinator	39,094.98	52,778.22
	Aquatic Coordinator	18.80	25.37
	Outreach Services Specialist - Library		
	Technical Services Specialist - Library		
E	Customer Service Specialist - Library	36,358.33	49,083.75
		17.48	23.60
D	Media Coordinator	33,813.25	45,647.89
	Jr. Information Technology Support Technician	16.26	21.95
C	Media Producer	31,446.32	42,452.53
		15.12	20.41

\*Excludes wages for unions, temporary part-time and seasonal employees

Resolution introduced by Councilmember, \_\_\_\_\_ Seconded by, \_\_\_\_\_

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

Signatures:

John Weidl, City Manager

Heather Boehm, City Clerk



## JOB DESCRIPTION

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<b>Title:</b>	Accounts Payable/Payroll Clerk	<b>Department(s):</b>	Finance
<b>Reports to:</b>	Comptroller	<b>Location:</b>	Municipal Building
<b>FLSA:</b>	Non-Exempt	<b>Pay Grade:</b>	Salary Resolution
<b>Shift:</b>	Day	<b>Status:</b>	Full-Time
<b>Bargaining Unit:</b>	n/a	<b>Date:</b>	January 2025

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### JOB SUMMARY

The Accounts Payable/Payroll Clerk position performs a variety of skilled, professional accounting duties for a specific area requiring detailed knowledge of established bookkeeping and accounting principles and procedures.

Performs recurring and moderately complex clerical accounting assignments in accordance with standard operating procedures and precedents, specifically, but not limited to, the areas of payroll, benefits administration, and accounts payable.

### ESSENTIAL DUTIES AND RESPONSIBILITIES

*This list of duties and responsibilities is not all-inclusive and may be expanded to include other duties and responsibilities, as management may deem necessary.*

- Compile and process bi-weekly payroll for City.
- Maintain payroll records for setup and changes of payroll data on new and continuing employees. Record data concerning transfer of employees between departments.
- Wisconsin Retirement System (WRS) Enrollment and terminations, life and income continuation insurance enrollments.
- Compile payroll data such as hours worked, taxes, insurance, withholdings & benefits, from time sheets and other records.
- Prepare computer input forms; enter data into computer files, or computer wages and deductions; and post to payroll records.
- Record changes affecting net wages such as exemptions, insurance coverage, and various payroll deductions for each employee to update master payroll records.
- Maintain payroll related employee leave records, such as vacation and sick time accumulation and used.
- Implement labor union contract provisions pertaining to payroll.
- Review wages computed and corrects errors to ensure accuracy of payroll.
- Prepare, print and distribute bi-weekly payroll.
- Prepare biweekly electronic bank direct deposit.
- Prepare biweekly ICMA & WI Deferred Compensation, Child Support, 125 Flex Plan, Union Dues and United Way withholdings, and employee maintenance for these agencies.
- Prepares monthly retirement and insurance submissions and on-going employee account maintenance with Department of Employee Trust Funds.

- WRS Annual reconciliation.
- Prepares quarterly unemployment filing with the State of Wisconsin and Federal 941 report.
- Prepares Bureau of Labor Statistics worksite report.
- Prepares and files annual report of employee wages with the State and Federal governments.
- Prepare year end reports, W-2 tax forms, and prepare payroll systems for the New Year.
- Maintain individual payroll records, and tax rate programming.
- Answer payroll related questions from employees.
- Accounts payable for City and Hospital Fund.
- Process invoices, receive requisitions from City departments, and prepare and submit bills on a biweekly basis to the City Council for approval.
- Analyze accounts payable coding for accuracy.
- Prepare vendor checks.
- Prepare schedules for annual audits and year-end 1099 forms.
- Charge card purchases, monthly P-Card, and Fleet Card statement processing.
- Answer and transfer incoming telephone calls, and provide accurate information to the public about routine, non-routine and technical information and City programs and policies.
- Receive and assist visitors at City Hall, including answering questions and basic customer relations; responds to inquiries from employees, citizens and others and refers, when necessary, to appropriate persons.
- Receive telephone calls and citizen visits concerning utility billings or services; handles questions and matters of a more technical nature; and responds to citizen requests and complaints.
- Perform a variety of clerical functions as needed to accomplish work routines as follows, including filing; posting and or logging information to manual or automated records; processing mail; ordering supplies; duplicates and distributes materials; collating and assembling documents; photocopying, scanning and faxing documents; accept utility, property tax, and court payments.

**ADDITIONAL DUTIES AND RESPONSIBILITIES**

- Provides back up support to the Accounting Technician II-Utilities, Court Clerk, and Comptroller as needed.
- Assist in collection of municipal revenues, including dog license fees, real estate taxes, personal property taxes, special assessments, mobile home parking fees, court fines, etc.
- Assist administration of payroll related employee benefit programs. Assist and or research employee concerns regarding benefits.
- Fulfill external employment and wage verification requests.
- Develop and maintain written procedures for all duties performed.
- Other projects and duties as assigned.

**SUPERVISION RECEIVED AND/OR EXERCISED**

- Works under general supervision, performing most job duties independently.
- Opportunity to vary work steps and in deciding appropriate procedures, guidelines and methods to apply exists, and end results are reviewed.
- Prior related work experience and knowledge base utilized to enhance departmental policies and procedures.
- Incumbents prioritize their own work, manage their time effectively and respond to many questions independently.
- No formal supervisory responsibilities.

## QUALIFICATIONS

*To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

### Education and/or Experience

- Associates Degree from an accredited school with course work in Accounting, Finance, or a closely related field, preferred.
- One (1) to three (3) years of increasingly responsible related experience, preferably in governmental accounting, or any equivalent combination of related education and experience that provides requisite knowledge, skills and abilities for the position.

### Language Skills

- Ability to analyze data and information using established criteria, in order to determine consequences and to identify and select alternatives. Ability to compare, count, differentiate, measure, copy, record and transcribe data and information. Ability to classify, compute, tabulate, and categorize data.
- Ability to persuade, convince, and/or train others. Ability to advise and interpret how to apply policies, procedures and standards to specific situations.
- Ability to utilize a variety of advisory data and information such code manuals, City ordinances, directories, State statutes, procedures, guidelines and non-routine correspondence.
- Ability to communicate orally and in writing with City personnel, Department personnel and City residents.

### Mathematical Skills

- Ability to calculate percentages, fractions, decimals, volumes, ratios, present values, and spatial relationships. Ability to interpret basic descriptive statistical reports.
- Knowledge of accounting principles and practices.
- Apply bookkeeping and fundamental accounting principles to the maintenance of account records and statements.
- Analyze and interpret financial data and develop recommendations to improve routines and procedures in area of assignment.
- Complete arithmetical computations accurately and rapidly.
- Ability to perform cashier duties accurately.

### Reasoning Ability

- Ability to use functional reasoning in performing influence functions.
- Ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory and/or judgmental criteria.
- Ability to work well under pressure and handle stressful situations, to organize work and set priorities, managing time and resources to meet deadlines and changing demands within the entire operation of administrative services, perform duties with a minimum of supervision.

### Other Qualifications

- Proficiency in typing; 10 key calculator; computers and electronic data processing; Microsoft Office, including Word and Excel.
- Working knowledge of modern office practices and procedures; and general accounting software.
- Ability to effectively meet and deal with the public.
- Ability to work effectively in cooperation with fellow employees as a member of the administrative staff team.
- Ability to work in and maintain an environment that deals with sensitive and confidential information.



\_\_\_\_\_  
Human Resources                      Date

\_\_\_\_\_  
City Manager                              Date





# Council Agenda Item

Meeting Date:	January 7, 2025
Agenda Item:	Starin Road 15 mph
Staff Contact (name, email, phone):	Brad Marquardt, <a href="mailto:bmarquardt@whitewater-wi.gov">bmarquardt@whitewater-wi.gov</a> , 262-473-0139

## BACKGROUND

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

At the December 17, 2024 Council meeting, Council discussed the possibility of closing Starin Road between Warhawk Drive and Prairie Street during the week while the University is in session. Instead of closing the road, the Council decided to look at some other measures, including adding stop signs, lowering the speed limit, and installing speed bumps/humps that might help with pedestrian safety.

This ordinance changes the speed limit on Starin Road between Prince Street and Prairie Street from 25 mph to 15 mph.

## PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

At the September 17, 2024 Council meeting, the Council voted to temporary close Starin Road for a two-week trial period.

At the December 10, 2024 Public Works Committee meeting, the Committee recommended to Council to continue to move forward with the closure of Starin Road.

At the December 17, 2024 Council meeting, the Council asked staff to make changes to Starin Road which included adding stop signs at all crosswalks between Prince Street and Prairie Street, reduce the speed limit to 15 mph, and add speed bumps/humps.

## FINANCIAL IMPACT

(If none, state N/A)

The cost of a five 15 mph speed limit signs is \$160.75 (\$32.15 x 5 signs). The signs will require 2 new poles, costing a total of \$107.90. The other three signs will replace existing 25 mph signs.

## STAFF RECOMMENDATION

Staff recommends a motion to approve Ordinance 2025-O-1, reducing the speed limit on Starin Road between Prince Street and Prairie Street to 15 mph.

Staff also recommends a motion to waive the 2<sup>nd</sup> reading.

## ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Ordinance 2025-O-1

ORDINANCE No. 2025-O-1

AN ORDINANCE AMENDING SUBSECTION 11.08.012 – SPEED LIMITS DECREASED

The Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, do ordain as follows:

SECTION 1. Whitewater Municipal Code Chapter 11.08 is hereby amended by adding to Section 11.08.012, the speed limit decrease set forth below:

FIFTEEN MILES PER HOUR: Starin Road from Prince Street to Prairie Street.

Ordinance introduced by Council Member \_\_\_\_\_, who moved its adoption.

Seconded by Council Member \_\_\_\_\_.

AYES:  
NOES:  
ABSENT:  
ADOPTED:

\_\_\_\_\_  
John Weidl, City Manager

\_\_\_\_\_  
Heather Boehm, City Clerk



# Council Agenda Item

Meeting Date:	January 7, 2025
Agenda Item:	Starin Road Stop Signs
Staff Contact (name, email, phone):	Brad Marquardt, <a href="mailto:bmarquardt@whitewater-wi.gov">bmarquardt@whitewater-wi.gov</a> , 262-473-0139

## BACKGROUND

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

At the December 17, 2024 Council meeting, Council discussed the possibility of closing Starin Road between Warhawk Drive and Prairie Street during the week while the University is in session. Instead of closing the road, the Council decided to look at some other measures, including adding stop signs, lowering the speed limit, and installing speed bumps/humps that might help with pedestrian safety.

This ordinance adds stop signs on Starin Road for eastbound and westbound traffic at Prince Street and Warhawk Drive, making both intersections an All-Way Stop.

## PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

At the September 17, 2024 Council meeting, the Council voted to temporary close Starin Road for a two-week trial period.

At the December 10, 2024 Public Works Committee meeting, the Committee recommended to Council to continue to move forward with the closure of Starin Road.

At the December 17, 2024 Council meeting, the Council asked staff to make changes to Starin Road which included adding stop signs at all crosswalks between Prince Street and Prairie Street, reduce the speed limit to 15 mph, and add speed bumps/humps.

## FINANCIAL IMPACT

(If none, state N/A)

The total cost to install four additional stops signs, six all-way signs, and flags is \$251.80.

## STAFF RECOMMENDATION

Staff recommends a motion to approve Ordinance 2025-O-2, adding stop restrictions on Starin Road for eastbound and westbound traffic at N. Prince Street and Warhawk Drive.

Staff also recommends a motion to waive the 2<sup>nd</sup> reading.

## ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Ordinance 2025-O-2

ORDINANCE No. 2025-O-2

AN ORDINANCE AMENDING SUBSECTION 11.12.011 – STOP SIGNS

The Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, do ordain as follows:

SECTION 1. Whitewater Municipal Code Chapter 11.12 is hereby amended by adding to Section 11.12.011, the stop restrictions set forth below:

STARIN ROAD, WEST	Eastbound at N. Prince Street
STARIN ROAD, WEST	Westbound at N. Prince Street
STARIN ROAD, WEST	Eastbound at Warhawk Drive
STARIN ROAD, WEST	Westbound at Warhawk Drive

Ordinance introduced by Council Member \_\_\_\_\_, who moved its adoption.

Seconded by Council Member \_\_\_\_\_.

AYES:

NOES:

ABSENT:

ADOPTED:

\_\_\_\_\_  
John Weidl, City Manager

\_\_\_\_\_  
Heather Boehm, City Clerk



# Council Agenda Item

Meeting Date: 12/17/2024

Agenda Item: WW Ordinance 5.20.030

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

## BACKGROUND

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

The police department is tasked with checking all establishments applying for a Class A or Class B liquor license annually. In 2023, it was apparent that the language in ordinance 5.20.030 related to window visibility (5.20.030(a)(3)) was problematic. The ordinance was amended in January, 2024. The Alcohol Licensing Committee further reviewed the ordinance in July, 2024 and recommended an additional amendment. The proposed amendment can be summarized by the following:

- The required unobstructed portion of windows in the clear vision zone would be reduced from 100% to 75%
- Establishments that have storefront windows in the clear vision zone would no longer need to comply with the 50% clear and unobstructed view required of storefront windows outside of the clear vision zone.

## PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

Ordinance 5.20.030 initially amended by Common Council on 01/16/2024.

ALC had additional discussion in July, 2024 recommending additional amendment.

## FINANCIAL IMPACT

(If none, state N/A)

N/A

## STAFF RECOMMENDATION

Recommended Motion: **Move to approve language amending ordinance 5.20.030 as written.**

## ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Current WW Ordinance 5.20.030
2. Proposed Amended WW Ordinance 5.20.030

ORDINANCE No. \_\_\_\_\_  
AN ORDINANCE AMENDING SUBSECTION 5.20.030  
LICENSEE – CONDITIONS

The Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, do ordain as follows:

SECTION 1. Whitewater Municipal Code Chapter 5.20 Subsection 5.20.030 is hereby amended to read as follows:

5.20.030 – Licensee – Conditions.

- (a) All retail Class "A" and "B" licenses granted under this chapter shall be granted subject to the following conditions, and all other conditions of this chapter are subject to all other ordinances and regulations of the city applicable thereto:
- (1) Every applicant procuring a license thereby consents to the entry of police or other duly authorized representatives of the city at all reasonable hours for the purpose of inspection and search, and consents to the removal from the premises of all things and articles there had in violation of city ordinances or state laws, consents to the introduction of such things and articles in evidence in any prosecution that may be brought for such offenses.
  - (2) It is a condition of any license issued under this chapter that the licensed premises may be entered and inspected at any reasonable hour by any police officer of the city without any warrant, and application for a license under this chapter shall be deemed a consent to this provision. Any refusal to permit such inspection shall automatically operate as a revocation of any license issued under this chapter and shall be deemed a violation of this section.
  - (3) Any licensed premise shall provide by clear glass window a clear view into the entire licensed premises. Storefront windows must have a clear vision zone starting at four feet from the floor and extending vertically to a point seven feet above the floor on all glass windows. In the clear vision zone, there shall be no partitions, boxes, stalls, screens, curtains, signs, stickers, or any other devices which shall obstruct the view of the room from the general observation of persons. Licensed premises that have storefront windows located outside the clear vision zone (four to seven feet above the floor) shall have a minimum 50% clear and unobstructed view in those windows.
  - (4) No retail Class "A" or "B" licensee shall sell or offer for sale any alcohol beverage to any person on credit excepting credit extended by a hotel to a resident guest or a club to a bona fide member, and by grocers and druggists who maintain a credit system in connection with their other business. It is unlawful for any licensee to sell intoxicating liquors or wines to any person on a passbook or store order, or to receive from any person any goods, wares, merchandise or other articles in exchange for intoxicating liquor.
  - (5) No licensee shall sell, offer for sale or give away any alcohol beverage to any underage person.

- (6) Each licensed premises shall at all times be conducted in an orderly manner, and no disorderly, riotous or indecent conduct shall be allowed at any time on any licensed premises.
- (7) No gambling or games of chance of any sort shall be permitted in any form upon the licensed premises. Slot machines or any devices of chance are prohibited and shall not be kept upon the premises.
- (8) No alcohol beverage shall be given away free by the licensee or any employee of the licensee or member of his family at any time.
- (9) No alterations, changes, or additions shall be made to such designated licensed premises without first securing a permit for such alterations, changes or additions from the inspector of buildings.
- (10) Wearing Apparel.
  - (A) All persons involved in the operation of any licensed premises under this section, whether as a licensee, member of the immediate family of licensee, licensed operator, unlicensed operator under supervision of the licensee or licensed operator, officer or agent of the licensed corporation, waiter, waitress, entertainer, dancer, or any other employee, shall observe the following applicable minimum standards for such licensed premises:

Ordinance introduced by Council Member \_\_\_\_\_, who moved its adoption.

Seconded by Council Member \_\_\_\_\_.

AYES:  
 NOES:  
 ABSENT:  
 ADOPTED:

\_\_\_\_\_  
 John Weidl, City Manager

\_\_\_\_\_  
 Karri Anderberg, City Clerk

ORDINANCE No. \_\_\_\_\_  
AN ORDINANCE AMENDING SUBSECTION 5.20.030  
LICENSEE – CONDITIONS

The Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, do ordain as follows:

SECTION 1. Whitewater Municipal Code Chapter 5.20 Subsection 5.20.030 is hereby amended to read as follows:

5.20.030 – Licensee – Conditions.

- (a) All retail Class "A" and "B" licenses granted under this chapter shall be granted subject to the following conditions, and all other conditions of this chapter are subject to all other ordinances and regulations of the city applicable thereto:
- (1) Every applicant procuring a license thereby consents to the entry of police or other duly authorized representatives of the city at all reasonable hours for the purpose of inspection and search, and consents to the removal from the premises of all things and articles there had in violation of city ordinances or state laws, consents to the introduction of such things and articles in evidence in any prosecution that may be brought for such offenses.
  - (2) It is a condition of any license issued under this chapter that the licensed premises may be entered and inspected at any reasonable hour by any police officer of the city without any warrant, and application for a license under this chapter shall be deemed a consent to this provision. Any refusal to permit such inspection shall automatically operate as a revocation of any license issued under this chapter and shall be deemed a violation of this section.
  - (3) Any licensed premise shall provide by clear glass window a clear view into the entire licensed premises. Storefront windows must have a clear vision zone starting at four feet from the floor and extending vertically to a point seven feet above the floor on all glass windows. **In the clear vision zone, 75% of the windows shall be free of partitions, boxes, stalls, screens, curtains, signs, stickers, or any other devices which shall obstruct the view of the room from the general observation of persons. Licensed premises that have no storefront windows located within the clear vision zone (four to seven feet above the floor) shall have a minimum 50% clear and unobstructed view in those windows.**
  - (4) No retail Class "A" or "B" licensee shall sell or offer for sale any alcohol beverage to any person on credit excepting credit extended by a hotel to a resident guest or a club to a bona fide member, and by grocers and druggists who maintain a credit system in connection with their other business. It is unlawful for any licensee to sell intoxicating liquors or wines to any person on a passbook or store order, or to receive from any person any goods, wares, merchandise or other articles in exchange for intoxicating liquor.



- (5) No licensee shall sell, offer for sale or give away any alcohol beverage to any underage person.
- (6) Each licensed premises shall at all times be conducted in an orderly manner, and no disorderly, riotous or indecent conduct shall be allowed at any time on any licensed premises.
- (7) No gambling or games of chance of any sort shall be permitted in any form upon the licensed premises. Slot machines or any devices of chance are prohibited and shall not be kept upon the premises.
- (8) No alcohol beverage shall be given away free by the licensee or any employee of the licensee or member of his family at any time.
- (9) No alterations, changes, or additions shall be made to such designated licensed premises without first securing a permit for such alterations, changes or additions from the inspector of buildings.
- (10) Wearing Apparel.
  - (A) All persons involved in the operation of any licensed premises under this section, whether as a licensee, member of the immediate family of licensee, licensed operator, unlicensed operator under supervision of the licensee or licensed operator, officer or agent of the licensed corporation, waiter, waitress, entertainer, dancer, or any other employee, shall observe the following applicable minimum standards for such licensed premises:
    - (i) The costume, uniform, or attire of any female shall completely cover the breasts, the mons veneris genitals, and the buttocks at all times. Those areas to be covered shall be covered with a nontransparent material.
    - (ii) The costume, uniform, or attire of any male shall completely cover the mons pubis genitals and buttocks at all times. Those areas to be covered shall be covered with a nontransparent material.
  - (B) It shall be the responsibility of the licensee to maintain such minimum standards on the licensed premises. Any violation taking place upon a licensed premises shall be deemed to be a violation of both the violator and the licensee.

Ordinance introduced by Council Member \_\_\_\_\_, who moved its adoption.

Seconded by Council Member \_\_\_\_\_.

AYES:

NOES:  
ABSENT:  
ADOPTED:

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John Weidl, City Manager

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Karri Anderberg, City Clerk

# City of Whitewater Memorandum

**To:** City of Whitewater Common Council  
**From:** Attorney Jonathan K. McDonell  
**Date:** 12/31/2024  
**Re:** Temporary Appointments to Ensure Quorum: Applicability of Whitewater Ordinance 2.08.130

---

Below is a list relating to Whitewater Ordinance 2.08.130 regarding temporary appointments to ensure a quorum for city boards, committees and commissions. The following list details whether or not it is permitted to appoint a Common Council member under 2.08.130 for the corresponding board, committee, or commission:

## **Permitted**

### **Alcohol Licensing Committee**

- The committee is comprised of three council members, so appointing an alternate council member is proper.

### **Board of Review**

- The board consists of five members, including the city manager, the city clerk (nonvoting), and council members serving the second year of their term. An alternate council member can be appointed but only in place of an absent council member.

### **Community Development Authority**

- An alternate council member can be appointed but only in place of an absent council member.

### **Community Involvement and Cable TV Commission**

- An alternate council member can be appointed but only to fill the role of the absent Common Council member.

### **Disability Rights Commission**

- Alternates may be appointed.

### **Finance Committee**

- The committee consists of three council members, so an alternate council member may be appointed.

### **Landmarks Commission**

- One member is a council member, and six are community members. An alternate council member may be appointed for an absenter member.

### **Library Board**

- An alternate may be appointed but only to fill the role of the absent Common Council member.

### **Plan and Architecture Review Commission**

- Allowed if both the regular council member and alternate city council member are unable to attend, as per the ordinance.

### **Police and Fire Commission**

- Allowed pursuant to Wis. Stat. § 62.13, which specifies the commission must consist of five citizen members. Council members are considered citizens.

### **Public Works Committee**

- The committee consists of three council members, so an alternate council member may be appointed.

### **Permitted with Limitations**

#### **Parks and Recreation Board**

- Alternates can be appointed but cannot replace non council ex officio members, including the district administrator and the university chancellor (or their designees).

#### **Urban Forestry Commission**

- An alternate may be appointed for an absent one of the five citizen members but is not permitted to replace ex officio members.

## **Not Permitted**

### **Board of Zoning Appeals**

- Current members of the Common Council and/or Plan Commission cannot serve as members of the Board of Zoning Appeals per the ordinance.

### **Ethics Committee**

- Elected officials or employees are not eligible for appointment per the ordinance.

ORDINANCE No. \_\_\_\_\_  
AN ORDINANCE CREATING SECTION 2.08.130 TEMPORARY APPOINTMENTS TO  
ENSURE QUORUM

The Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, do ordain as follows:

SECTION 1. Whitewater Municipal Code Section 2.08.130 is hereby created to read as follows:

2.08.130 – Temporary Appointments to Ensure Quorum

**(1) Authority to Temporarily Fill Vacancies and Method of Selection**

- (a) At the Council’s organization meeting after a new Council is seated the Common Council shall establish a list of Council members who are willing to accept temporary appointments to Boards, Commissions, and Committees.
- (b) If there is sufficient time to add the temporary appointment to a regular Common Council meeting, the matter shall be added to the Council agenda and the Common Council shall appoint a member.
- (c) If there is not sufficient time to add the matter to an agenda, the Council President shall appoint a Council member from the list of Council members who are willing to serve as temporary appointees.
- (d) The Council President shall make reasonable efforts to appoint Council members in the following order: The initial order of the list shall be determined by drawing names at a Council meeting. When a member is appointed to a temporary position, their name shall move to the bottom of the list.

**(2) Appointment Restriction**

- (a) This ordinance shall not apply to boards, commissions, or committees where state law prohibits the appointment, where appointment authority is vested in another entity, or where the temporary appointment of a Common Council member is inconsistent with the required statutory makeup of the board, commission, or committee. Temporary appointments under this ordinance shall not alter the permanent membership of the board, commission, or committee.

Ordinance introduced by Council Member \_\_\_\_\_, who moved its adoption.

Seconded by Council Member \_\_\_\_\_.

AYES:  
NOES:  
ABSENT:  
ADOPTED:

\_\_\_\_\_  
John Weidl, City Manager

\_\_\_\_\_  
Heather Boehm, City Clerk



# Council Agenda Item

Meeting Date:	January 7 <sup>th</sup> , 2025
Agenda Item:	Junk Vehicle Permit Appeal
Staff Contact (name, email, phone):	Taylor Zeinert <a href="mailto:tzeinert@whitewater-wi.gov">tzeinert@whitewater-wi.gov</a> 262-473-0148

## BACKGROUND

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

On December 17th, I contacted Mr. Loveall via phone to inform him that his request for a Junk Vehicle Permit for 65 vehicles at 601 E Milwaukee Street would be denied. This property, formerly known as Fero’s Auto and Towing Service, was recently acquired by Mr. Loveall.

Mr. Loveall was informed that the City would not approve his request for 65 junk vehicles but would approve a permit for 30 vehicles. This decision aligns with the previously approved limit of 30 junk vehicles at this property. Additionally, the City recently received two complaints regarding the large number of vehicles at this address, with concerns raised about the allowable limit.

When I explained the rationale for the decision and referenced the complaints, Mr. Loveall inquired about the appeal process. I directed him to the City Manager’s office. The City Manager has requested that this matter be brought before the Common Council for review.

During our discussion, Mr. Loveall clarified that the actual number of junk vehicles on the property is closer to 50, not 65. Staff requested that Mr. Loveall provide a map or diagram showing how he plans to arrange 50 junk vehicles on the property. His written explanation and diagram are attached to this memo for your consideration.

## PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

- At the October 15, 2024 Common Council meetings the Council approved to have junk vehicle permits be approved or denied at the Staff level

## FINANCIAL IMPACT

(If none, state N/A)

N/A

## STAFF RECOMMENDATION

Staff recommends that you deny the Junk Vehicle Permit requesting 65 junk vehicles at 601 E Milwaukee Street. Staff recommends you; however, approve the Junk Vehicle Permit for 30 junk vehicles.

## ATTACHMENT(S) INCLUDED

(If none, state N/A)

- Fero’s Previously Approved Junk Permit for 30 Junk Vehicles



- Mr. Loveall's Junk Vehicle Permit requesting 65 Junk Vehicles
- Mr. Loveall's Diagram proposing how he plans to store 65 vehicles
- Mr. Loveall's correspondence to Economic Development Director, Taylor Zeinert

**Print**

**Application for Permit of Storage of Junked, Disassembled, Non-operable or Unlicensed Vehicles or Parts there of - Submission #1172**

**Date Submitted: 11/25/2024**

City of Whitewater  
312 W. Whitewater Avenue  
P.O. Box 178  
Whitewater, WI 53190  
[www.whitewater-wi.gov](http://www.whitewater-wi.gov)  
262-473-0540

Application for Permit for Storage of Junked,  
Disassembled, Non-Operable or Unlicensed Vehicles  
or Parts there of  
(Pursuant to Chapter 5.56 of the Code of Ordinances of  
the City of Whitewater.)

**First Name\***

LEE

**Last Name\***

LOVEALL

**Address\***

601 EAST MILWAUKEE ST

**City\***

WHITEWATER

**State\***

WI

**Zip Code\***

53190

**Phone Number\***

6085759580

**Fax Number**

**Email Address\***

thefnpainter@aol.com

Address of property and description of where on property vehicle will be stored:\*

601 EAST MILWAUKEE ST WHITEWATER IN THE SECURED FENCED IN AREA BEHIND THE BUILDING

Upload description

Choose File No file chosen

Manner of Storage\*

IN THE FENCED IN SECURED AREA BEHIND THE BUILDING

No. of Vehicles Stored on Average.\*

10 TO 50

Maximum No. of Vehicles anticipated to be on property at any one time.\*

65

Neighborhood Services Director Approved

Date

Police Department Inspection Required

Approved for Issuance

Not Approved for Issuance

CITY CLERK DEPARTMENT USE ONLY

\$25 Fee Paid on

Received By

License No. Issued

License Not Issued





CITY OF WHITEWATER

APPLICATION FOR PERMIT OF STORAGE OF JUNKED-DISSASSEMBLED-UNOPERABLE OR UNLICENSED VEHICLES OR PARTS THEREOF

(Pursuant to Chapter 5.56 of the Code of Ordinances of the City of Whitewater)

NAME Dennis C. Ter - Terry Auto = towing service  
ADDRESS 601 C. Milwaukee St.  
PHONE NO 262-473-2965  
EMAIL judyter520@gmail.com

Address of property and description of where on property vehicle will be stored:

601 C. Milwaukee St.  
rear lot

Manner of Storage \_\_\_\_\_

No. of Vehicles Stored on Average 30 vary day to day

Maximum No. of Vehicles anticipated to be on property at any one time: 30

Police Department Inspection Required

Approved for Issuance \_\_\_\_\_

Not Approved for Issuance \_\_\_\_\_

<b>CITY CLERK DEPARTMENT USE ONLY</b>	
License fee of \$25.00 Paid on <u>8/7/24</u>	Received by: <u>KA</u>
License No. Issued: _____	License Not Issued: _____

TO BE COMPLETED BY CITY MANAGER:

\_\_\_\_\_ Approved \_\_\_\_\_ Disapprove \_\_\_\_\_

City Manager

yard

fence

Stored Vehicles

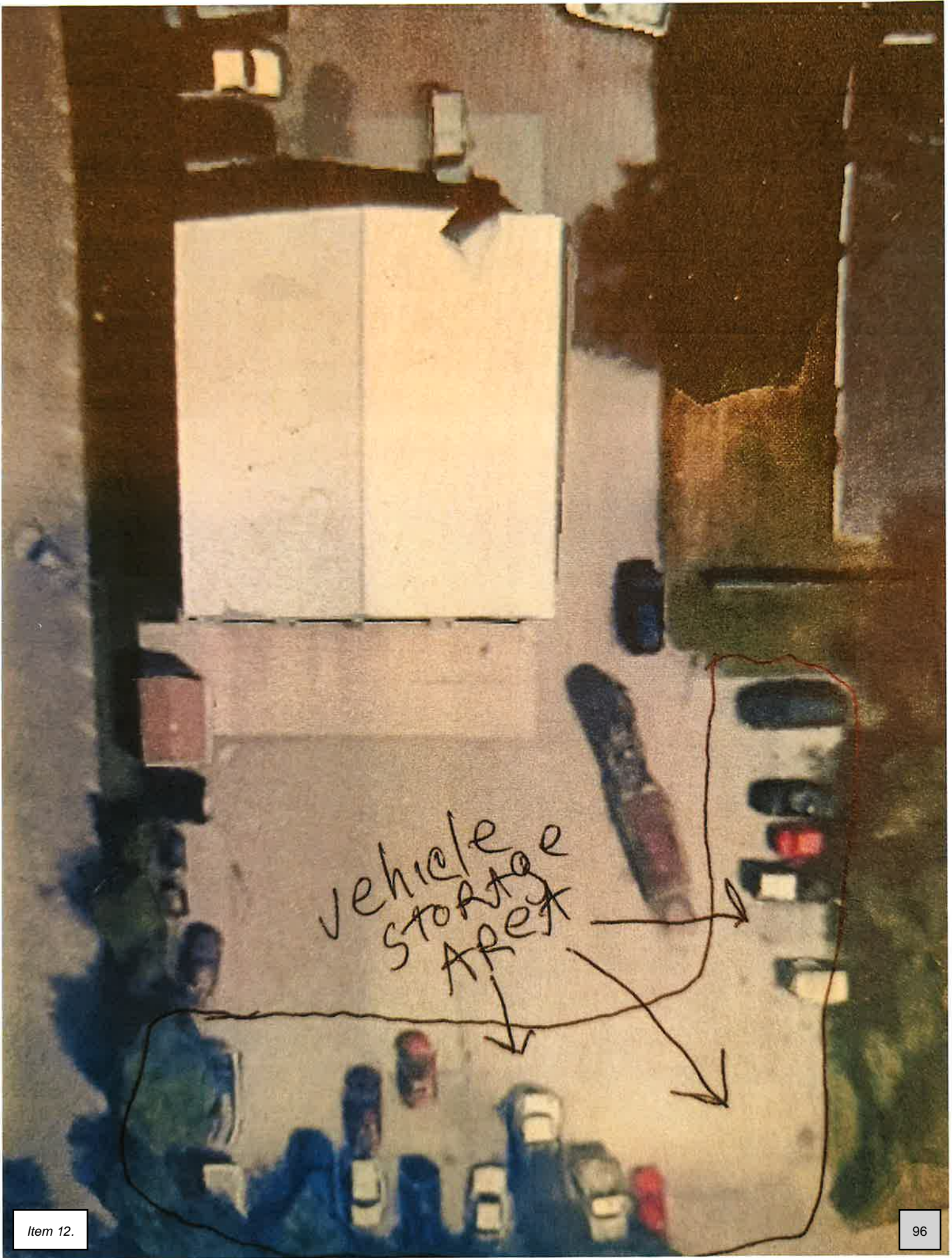
fence

gate

Shop

curb

fe. 187 Auto Repair & Towing  
(Licensing)





## Taylor Zeinert

---

**From:** Taylor Zeinert  
**Sent:** Sunday, December 22, 2024 8:42 PM  
**To:** Affordable Towing Pros  
**Cc:** Becky Magestro  
**Subject:** Re: Junk Vehicle Permit

Received. Merry Christmas and Happy Holidays to you as well!

Thanks,  
Taylor

Get [Outlook for iOS](#)

---

**From:** Affordable Towing Pros <affordabletowingpros@gmail.com>  
**Sent:** Sunday, December 22, 2024 5:41:56 PM  
**To:** Taylor Zeinert <tzeinert@whitewater-wi.gov>  
**Cc:** Becky Magestro <bmagestro@whitewater-wi.gov>  
**Subject:** Re: Junk Vehicle Permit

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

Hello Taylor here is the lot rear layout for the storage of towed cars straight from Google earth. As you can see is the exact same layout that Fero's used for the last 38 years.

Please let me know if you need a buying else. Merry Christmas and Happy New Year.

Lee Loveall

On Fri, Dec 20, 2024, 11:53 AM Taylor Zeinert <[tzeinert@whitewater-wi.gov](mailto:tzeinert@whitewater-wi.gov)> wrote:

Lee,

The office of the City Manager has requested that you draw a diagram that shows the parking of the suggested 65 junk vehicles. It is our hope that this will help the elected officials visual the ask better. To be in compliance with open meetings laws we ask that you submit the diagram to staff by December 30<sup>th</sup>, this will insure that your spot on the agenda. Once staff has received this you will be slated to go on the January 7<sup>th</sup> Common Council Agenda.

Please let me know if you have any questions. I look forward to receiving your map.

Taylor

---

**From:** Taylor Zeinert  
**Sent:** Tuesday, December 17, 2024 2:54 PM  
**To:** Affordable Towing Pros <[affordabletowingpros@gmail.com](mailto:affordabletowingpros@gmail.com)>  
**Subject:** RE: Junk Vehicle Permit

Lee,

Thank you for your insight. I have forwarded this to the clerks office and have requested that this be put on the 1/7 Common Council Agenda for the Common Council to hear your appeal. I will let you know once that date is confirmed. I want to confirm that you want your response to be added to the agenda memo, correct?

If you have any other concerns or questions please don't hesitate to reach out.

Thanks,

Taylor

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**From:** Affordable Towing Pros <[affordabletowingpros@gmail.com](mailto:affordabletowingpros@gmail.com)>  
**Sent:** Tuesday, December 17, 2024 2:40 PM  
**To:** Taylor Zeinert <[tzeinert@whitewater-wi.gov](mailto:tzeinert@whitewater-wi.gov)>  
**Subject:** Re: Junk Vehicle Permit

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

Thank you for the document, I will present it to Denny and Judy for verification. It does state that the daily average is 30 vehicles over a year's time. On my application it asked what the maximum number of vehicles in the rear lot would be at any given time, not what the daily average would be to the best of my recollection. If we have a bad snow or ice event for an extended period of time the number of vehicles could easily reach 65 to 70 and it would take 10 to 30 days for the insurance companies to pick those vehicles up. I have towed up to 12 in one night for the WWPD from downtown so the streets department could clear snow alone, not to mention all of the other various police agencies that use us in an event like that. I'm for sure contesting the 30 vehicle average and as I stated and will be contacting the Wisconsin Towing Associations legal team after the holidays for representation on this matter. You limited my 515 East Milwaukee street location to 12 vehicles in the impound area which is roughly 3275 square feet, the size of the rear lot at 601 East Milwaukee street is roughly 14,600 square feet, 4.5 times the size of the 515 lot so just clearly based off of the square footage alone you're already going to have trouble justifying this number since  $12 \times 4.5 = 54$  not 30 and the 515 location was specifically limited at 12 vehicles based off of the square footage by your zoning board. 50 vehicles is closer to being reality for a lot this size not 30 and I could live with that number. Second I will point out that Fero's towed maybe 5 or 6 cars a week if they were busy, we easily tow 3 to 4 times that a day when we're busy and we work with double the number of police agencies than they did, so again your number is not justified based off of the volume of business that we do versus what they did. Third, I am requesting the paperwork showing what the number of

vehicles allowed at every other towing and auto repair shop in town is limited to. I will expect those numbers before January 1st. I also asked for documentation of the alleged recent complaints about the vehicles in the rear lot, which I will point out don't matter since this property is zoned M1 to do what we are doing and I am allowed to have the vehicles there. I find it awfully convenient that this property has been used in the exact same manner that it is currently being used since it was built nearly 40 years ago and according to the owners has never had a single complaint despite the fact that they had as many or more vehicles out there than we currently have, several of which remained in the same spots for over 2 years and yet they had zero complaints. We've been here for less than a month and you claim you've had 2 complaints, so one of two options come to mind for me, either the complaints are from someone who has a personal issue with me and my business or they never really happened since you claim they were done verbally. Chuck Mills and I have well documented and long standing issue with each other and he has chosen to take the low road several times in trying to cause issues for me and my business so I have no problem believing that he could have complained about me or put someone up to it which in my opinion should be given zero credence if someone isn't willing to attach a name to the complaint. I firmly believe you would have a record of the phone number used to call in or would know the person if it was done in person. Becky called and said to let you know you can forward this email to the city council as formal notice that I am contesting the 30 vehicle limit.

Lee Loveall

Affordable Towing and Repair LLC

On Tue, Dec 17, 2024 at 11:06 AM Taylor Zeinert <[tzeinert@whitewater-wi.gov](mailto:tzeinert@whitewater-wi.gov)> wrote:

Lee,

As discussed via phone attached is Ferro's previous junk vehicle permit. Please note the Number of Vehicles Stored on Average is 30. Due to this previous standard Staff is reaffirming the expectation of a max of 30 junk vehicles and denying your request for 65 junk vehicles. As you requested to attest this, I will be looping in the office of City Manager. I have looped in Becky, the Chief of Staff. If you wish to talk to the City Manager about this further you will need to schedule a time to do so with her.

Please let me know if you have any other questions or concerns.

Thanks,

**Taylor Zeinert**

Economic Development Director

Community Development Authority Director

[312 W. Whitewater St., Whitewater](https://www.whitewater-wi.gov), WI 53190  
262-473-0148 | [tzeinert@whitewater-wi.gov](mailto:tzeinert@whitewater-wi.gov)

[www.whitewater-wi.gov](https://www.whitewater-wi.gov)



*Think before you print. Please consider the environment before printing this e-mail.*



# Council Agenda Item

Meeting Date: January 7, 2025

Agenda Item: Sewer Backup Reimbursement Claim

Staff Contact (name, email, phone): Rachelle Blich, [rblitch@whitewater-wi.gov](mailto:rblitch@whitewater-wi.gov) , 262-473-1380

## BACKGROUND

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

The City’s No-Fault Sanitary Sewer Backup Damage Reimbursement Policy provides financial assistance of up to \$7,500 to residents who experience damages due to sewer backups, provided they meet specific requirements.

In November, the City received a claim from Jorge Islas Martinez related to an incident on August 29, 2024, at 303 S. Summit. Staff confirmed that the cause of the backup was not Mr. Martinez’s fault. Following the policy, a letter was sent requesting additional documentation, including a letter from his insurance company either denying the claim or stating the deductible, as well as proof of actual expenses incurred. Mr. Martinez indicated he would obtain the necessary information from his insurance provider.

On December 16, 2024, the City received a letter from Farmers Insurance requesting reimbursement for \$2,500, the amount they had paid to Mr. Martinez. While the policy stipulates that payments can only be made directly to the resident, after consulting with CVMIC, it is recommended that the City issue \$2,500 to Farmers Insurance and the remaining \$5,000 directly to Mr. Martinez. Both parties would be required to sign a release of liability before receiving these funds.

## PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

4/2/2016 – Council approved a resolution establishing a No-Fault Sanitary Sewer Backup Damage Reimbursement Policy

## FINANCIAL IMPACT

(If none, state N/A)

The total cost would be \$7,500 with \$2,500 paid to Farmers Insurance and \$5,000 paid to Mr. Martinez.

## STAFF RECOMMENDATION

While the City is not liable for the damages, the existence of this policy complicates the situation. CVMIC recommends that we proceed with making the payments and subsequently review the policy to evaluate its effectiveness moving forward.

## ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Sewer Reimbursement Policy
2. Reimbursement Claim from Mr. Martinez
3. Letter sent to Mr. Martinez
4. Sewer Report Form
5. Farmers Insurance Demand Letter
6. CVMIC’s recommendations

**A Resolution Establishing a No-Fault Sanitary Sewer Backup Damage Reimbursement Policy.**

*WHEREAS, the City of Whitewater has determined that it is necessary to increase citizen awareness of the operational dynamics of wastewater collection systems and their responsibilities relative to maintenance and protection against potential property damage from sewer backups, and*

*WHEREAS, the City of Whitewater is responsible for maintaining sewer mains, manholes, pump stations and force mains that are in City rights-of-way and on City property, and*

*WHEREAS, the City of Whitewater expends significant resources, through an extensive preventive maintenance program, to keep the sewer system in a good state of repair. Occasionally, however, forces of nature or conditions develop within the system that may cause sewage to back up into a residence or business which are beyond the City's control, and*

*WHEREAS, the City of Whitewater desires to reduce health hazards by encouraging property owners who have experienced a sewer backup to get it appropriately cleaned up as quickly as possible, and*

*WHEREAS, the City of Whitewater desires to provide a method for assisting homeowners with the financial burden of a sewer backup even when the City is not legally liable for the resulting damage.*

*NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Whitewater that the City will reimburse sanitary sewer customers as set forth in the City's No-Fault Sanitary Sewer Backup Damage Reimbursement Policy.*

*Resolution introduced by Councilmember Kidd, who moved its adoption. Seconded by Councilmember Binnie. AYES: Wellnitz, Grady, Binnie, Goettl, Singer, Kidd. NOES: None. ABSENT: None. ADOPTED: April 7, 2016.*

Cameron L. Clapper, City Manager

Michele R. Smith, City Clerk

**City of Whitewater**  
**No-Fault Sanitary Sewer Backup Damage Reimbursement Policy**

This Policy is a result of, and authorized by, City of Whitewater Common Council Resolution Number 2016-\_\_\_\_\_

**1. GENERAL**

1.1 This Policy is intended to increase citizen awareness of the operational dynamics of wastewater collection systems and their responsibilities relative to maintenance and protection against potential property damage from sewer backups. In addition, this policy provides for limited assistance to individuals who have experienced property damage as a direct result of backup of the City's sanitary sewer system even if it is determined the City is not at fault. It is intended to cover isolated incidents and does not cover multiple claims from widespread damage as a result of forces of nature or other situations out of the City's control.

1.2 The City is responsible for maintaining sewer mains, manholes, pump stations and force mains that are in City rights-of-way and on City property. Maintenance of sewer service lines from the City-owned system to the property owner's structure is the responsibility of the property owner.

1.3 The Wastewater Department expends significant resources, through an extensive preventive maintenance program, to keep the sewer system in a good state of repair. Occasionally, however, forces of nature or conditions develop within the system that may cause sewage to back up into a residence or business which is beyond the City's control and which is not an incident in which the City bears responsibility or legal liability.

1.4 For the purpose of this Policy, the term "no-fault" means without the legal fault of the City and without any cause attributable to the property owner. The intent of this Policy is for the City to reimburse (a) property owner(s), up to the limit(s) established in this Policy, for clean-up costs and repairs to buildings for damages resulting from a City sanitary sewer backup irrespective of whether the City was legally negligent or legally liable for those damages under the controlling provisions of law.

1.5 For the purpose of this Policy the term "sanitary sewer backup" or "sewer backup" means any backup of sewage from the City owned and maintained sanitary sewer or sewer force main system. It does not include stormwater backups or backups caused in areas that are the responsibility of the property owner.

1.6 Overflowing drains and toilets as a result of water running in the house or business is not considered a backup from the City's sewer system, i.e., if there is a pipe blockage, and the resident continues to flush toilets and run water causing an overflow, it is not considered a sewer backup under the definitions of this policy.

1.7 Any kind of damage caused by the potable water system within the structure, including overflows of sinks, toilets, tubs, showers, washing machines or broken water tanks and pipes is not covered by this policy.

## 2. PURPOSE

2.1 This Policy is intended to:

- A. Reduce health hazards by encouraging property owners who have experienced a sewer backup to get it appropriately cleaned up as quickly as possible.
- B. Provide a method for assisting homeowners with the financial burden of a sewer backup even when the City is not legally liable for the resulting damage.
- C. Educate the public as to the City's limitation of liability and the responsibility and options of residents to protect their own assets.

2.2 The City shall be the sole and exclusive judge of the claims submitted under this Policy and the payments made hereunder are not entitlements, but are intended to be made in the nature of "courtesy" or "good will" payments and are made subject to fund availability.

## 3. COMMUNICATION

3.1 To enhance public education, City Staff may develop an educational program designed to inform the public as to the inherent vulnerabilities of wastewater collection systems and what the public can do to protect their health and property from damage from potential sewer backups. This information may be disseminated through various methods available to the City including, but not limited to, websites, newsletters, public speaking events, advertisements and utility bill inserts.

## 4. PROGRAM

4.1 As part of the contract for the provision of sewer services to the customers of the City, and in consideration of payment of sewer bills, the City agrees to reimburse its sanitary sewer customers for ~~up to \$7,500~~ of cleanup costs, property damages, and mechanical equipment, essential to the habitation of the residence, caused by a sanitary sewer backup, irrespective of whether the City is legally liable for those damages. Included in the \$7,500 limit is reimbursement of personal property and/or possessions, up to \$1,000. The program will have an annual aggregate limit of \$30,000 per all occurrences. Reimbursement is subject to the following conditions:

- A. The backup must have resulted from a condition in the City's sanitary sewer system or lines and not from a condition in a private line.



- B. The backup must not have been caused by catastrophic weather or other event for which Federal Emergency Management Assistance is available.
- C. The backup must not have been caused by an interruption in electric power to the City's sewer system or to any other City lift station.
- E. ~~The City will not reimburse any costs which have been or are eligible to be covered under the property owner's homeowners or other property insurance.~~
- F. The maximum amount that the City will reimburse is a ~~one-time amount of up to \$7,500 per sewer lateral~~, provided there has been no change in ownership since the last paid claim. In this regard, a structure or group of structures served by a single connection to the City's sewer system is considered a single lateral.
- G. Coverage under said policy shall only be extended to customers of the City of Whitewater wastewater collection system.
- I. All claims for reimbursement under this Policy must be submitted to the City Clerk ~~within one hundred twenty (120) days after the incident occurs.~~
- J. The Finance Director may refer claims for reimbursement to an independent insurance adjuster for investigation, recommendation, and compensability determination on an as needed basis.
- K. The determination as to whether to make payment for loss under this Policy shall be based on the following criteria:
  1. Whether an eligible claimant suffered an otherwise uninsured property loss, caused by breach or backup of a City-owned sanitary sewer line, under circumstances where the claimant acted responsibly to avoid the loss; and
  2. If so, whether the extent of the loss has been adequately substantiated.
  3. The following shall result in the denial of a claim:
    - (a) Claim not timely submitted;
    - (b) Loss fully covered by private insurance;
    - (c) Claimant ineligible under the terms of this policy;
    - (d) Loss caused by an irresponsible act of the claimant, claimant's employee or agent, or member of claimant's household;
    - (f) Loss eligibility unsubstantiated;
    - (g) Any other conditions or criteria determined as appropriate by the City.
  4. The following shall result in reduction of payment:
    - (a) Loss partially covered by private insurance;
    - (b) Loss exceeds funding limits of this Policy/Resolution;
    - (c) Verification of loss inadequate or incomplete;
    - (d) Claimant did not cause the problem but failed to act responsibly to minimize the loss;
    - (e) ~~Property sewer bills are not current;~~

- (f) ~~There exist outstanding amounts owed to the City associated with the property or property owner (any payment by the City will be reduced by outstanding amounts owed);~~
- (g) Loss for an occurrence exceeds financial parameters established by the City Council;
- (h) Any other conditions or criteria determined as appropriate by the City.

- L. A property owner receiving reimbursement under this program may be encouraged to install a sewer backflow prevention device. The cost of the device and its installation is eligible for reimbursement under this program.
- M. Tenant and Property Owner Claims: Claims from a tenant and property owner that were affected by the same backup will be received separately, but will jointly be restricted to the \$7,500 limit including no more than \$1,000 for personal property and possessions. The City will determine a fair and equitable way of allocating the funds per lateral.
- N. Cleanup costs and real property damages are reimbursable up to one-hundred percent (100%) of the cost. Mechanical equipment essential to the habitation of the residence is reimbursable up to fair market value, as determined by the City. Personal property and possessions are reimbursable up to fifty percent (50%) of replacement cost, as determined by the City.

4.2 Cleanup of Real and Personal Property:

- A. Upon discovering a break, leak, backup or other failure of City facilities, or any damage resulting from the same, ~~a property owner shall immediately notify the Public Works Wastewater Utility of such event.~~
- B. Upon notification of the occurrence of the event, Public Works will respond as determined appropriate and as resources allow.
- C. To request reimbursement for damaged property or other loss, related to a sewer backup, the property owner must complete a Notice of Claim form and file it with the City Clerk. Once the claim is filed, City staff and the City's agents will review and investigate it, and determine compensability.
- D. ~~In the event the property owner engages the services of a cleanup/mitigation contractor the City may reimburse the property owner for actual expenses incurred by the property owner, but only up to the amount the City or its agents determine is reasonable and appropriate. All documentation of loss, damage, and mitigation expenses must be provided to the City or its agents in a media and format requested by the City or its agents.~~
- E. This Policy does not cover alleged damages for personal injury.

F. In no event shall the reimbursement total exceed \$7,500 per lateral for cleanup, other mitigation services, repair, and damaged real or personal property.

4.3. This is a one-time sewer backup reimbursement. This reimbursement applies to a building and the property owner(s) at the time of the event. Subsequent sewer backups at building, while owned by the same property owner(s), will not be eligible for reimbursement.

4.4 Payment does not imply liability.

A. Any payment made under this Policy shall not be construed as an admission of nor does it imply any negligence or responsibility on the part of the City for such damage. Any payment made under this Policy is strictly voluntary on the part of the City.

B. Any payment made under this Policy and accepted shall constitute a full and complete release of any and all claims against the City, its officers, employees and agents arising from the incident. No payments shall be made unless the appropriate parties sign a release, approved by the City Attorney, of all claims against the City.

4.5. Notwithstanding any other provisions of this Policy, no claim shall be accepted from the United States or any of its departments or agencies, the state or any political subdivision, the University of Wisconsin-Whitewater, the Whitewater Unified School District, or any other taxing district.

CITY OF WHITEWATER

NOTICE OF CLAIM

Name: Jorge Islas Martinez  
Address: 0303 S. Summit St.  
Whitewater, WI 53190  
Phone: 414 418 8424

Incident/Accident Information  
Date: 8/29/2024  
Time: 6:00 p.m.  
Place: \_\_\_\_\_

CIRCUMSTANCES OF CLAIM

In the space below briefly describe the circumstances of your claim. (Attach additional sheets, if necessary.) For auto damages, attach a copy of police report, if any, and attach a diagram of the accident scene indicating north, south, east or west corners if the accident occurred at an intersection. For bodily injury, indicate nature of injury and whether or not medical attention was given and give the name of the physician. Also identify any witnesses to the incident/accident.

The sewer water damaged the carpet and the wood floor was in the basement.

Signed: Jorge Islas Date: 10/7/24

\*\*\*\*\*

CLAIM

(NOTE: You are not required to make a claim at this time. As long as you have filed the above Notice of Claim you may file a claim with the City/Village at any time consistent with the applicable statute of limitations. However, in order for the City/Village to formally accept or deny your claim at this time, the following claim must be completed and signed.)

The undersigned hereby makes a claim against the City/Village of arising out of the circumstances described above in the amount of \$17,055.00

To process this claim it is necessary to detail all damages being sought.

Signed: Jorge Islas Date: 10/7/24  
Address: 303 S. Summit St Whitewater, WI  
53190

---

## CS Cleaning and Supply Co., INC.

46 E. Rockwell Ave.  
Fort Atkinson, WI. 53538  
OFFICE: (920) 563-7293  
CELL: (608) 577-0687

# Jorge Islas Martinez sewage/ mold remediation Proposal

8<sup>th</sup> October 2024

## OVERVIEW

This proposal is for the services discussed and listed below. Sewage and mold remediation.

## SCOPE OF WORK TO BE DONE

### Demo and Cleaning/ Sanitizing (phase 1)

1. **\$3900.00** Demolition and removal of entire basement level flooring including the 4 inch rise in the flooring. Removal of any contaminated trim that cannot be cleaned.
2. **\$2080.00** Removal of drywall and insulation that is wet or contains mold or sewage. (basement level only)
3. **\$3120.00** Washing and Sanitizing the floors and walls
4. **\$450.00** Roll off dumpster Rental Fee
5. **\$900.00** (4x Dryers at \$45 per day - 5 days)
6. **\$1950.00** (2 Industrial DH units at \$195 per day - 5 days)

**Total Cost of phase 1: \$12,400.00**

### Replacement of Insulation and Drywall repair work, and Painting (phase 2)

1. **\$650.00** Install new insulation in the basement where the moldy drywall is removed only (includes materials)
2. **\$2145.00** Patch in new drywall in the basement where the moldy drywall was removed only, then tape and mud (includes materials)
3. **\$1860.00** Apply 1 coat of white paint on basement walls only (includes materials)



**Total Cost of Phase 2: \$4655.00**

**Rebuild Subfloor and Flooring (phase 3)**

1. Rebuild raised subfloor in entire basement (TBD)
2. Replace flooring throughout basement (TBD)
3. Replace any wood trim that couldn't be saved (TBD)

I can find the correct subs to get phase 3 done. Price will be determined after talking to subs.

**Note:**

Cost below includes the scope of work listed above for phase 1 and 2 only.

Cost does not include pulling any permits if needed, this will increase the amount to reflect the permits required for the job.

I would require 50% down before work begins (\$8,527.50 if phase 1 and 2)

**TOTAL COST FOR PHASE 1 AND 2**

**\$17,055.00**

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**Service to be provided at:**

**Jorge Islas Martinez**

**303 S. Summit St**

**Whitewater, WI. 53190**

**joislas\_m@hotmail.com**

**414-418-8424**







Rachelle Blich  
Director of Financial and  
Administrative Services  
P.O. Box 690  
Whitewater, WI 53190  
Phone: (262) 473-1380  
Email: rblitch@whitewater-wi.gov

November 20, 2024

Jorge Islas Martinez  
303 S. Summit St.  
Whitewater, WI 53190

Re: Notice of Claim

Jorge,

We have received your claim regarding a sewer backup incident that occurred on August 29, 2024. As outlined in the City's No-Fault Sanitary Sewer Backup Damage Reimbursement Policy, reimbursement of up to \$7,500 is available to sanitary sewer customers for cleanup costs, property damages, and essential mechanical equipment necessary for residential habitation resulting from a sanitary sewer backup. Please note, however, that the City cannot reimburse costs that are covered or eligible for coverage under the property owner's homeowners or other property insurance policies.

If a property owner utilizes the services of a cleanup or mitigation contractor, the City may reimburse actual expenses incurred. To qualify, all documentation related to losses, damages, and mitigation expenses must be submitted to the City.

At this time, we have only received a remediation proposal. To proceed with reimbursement for any incurred costs, please provide the following documents to the Finance Department:

1. A letter or notice from your homeowners insurance provider confirming that the damages are not covered by your policy or specifying the extent of coverage, including details of any deductibles.
2. Receipts or proof of payment for the services rendered.

Once these documents are received, the City will process your reimbursement request. Should you have any questions or require assistance, please do not hesitate to contact my office.

Thank you,

Rachelle Blich,  
Director of Financial and Administrative Services

**Sewer Report Form**

# 24-7

Report Type (circle one): Sewer Complaint / In-House Cleaning

Date: 8-29-24 From MH 45-7 To MH 44-7

Time of Call: 7:21 pm Operators who Responded: TE / IC

On Scene Arrival Time: 7:55 pm On Scene End Time: 8:25 pm

Complainant: George Islar (his rental house)

Address: 303 S Summit

Phone: 414. 418. 8424

Description of problem: Basement backup

Initial Observation: We arrived and opened MH 45-7  
there was sewage backup in the MH.

Remedy: We jettied from MH 44-7 to 45-7 and  
the water level went down



Follow Up: YES, owner needs to be contacted  
and instructed on the "no-fault insurance"  
policy and how to proceed moving forward.

Completed By: Yanis Zeb Date: 8-30-24  
Supervisor: Lu Mill Date: 9-3-24

Public – Basement Backup

Private – Basement Backup

Public – Other

Private – Other

Comments:

Called the Homeowner at 8:00 am on 8/30 and  
left a voicemail explaining they would need to  
keep receipts + documentation of costs if they wish  
to make a claim. I informed them that they would  
need to then file the claim through city clerk.  
I gave them my work cell + desktop number to  
call if they had any questions - BM



Toll Free: (800) 435-7764  
Email: myclaim@farmersinsurance.com  
National Document Center  
P.O. Box 268992  
Oklahoma City, OK. 73126-8992  
Fax: (877) 217-1389

12/16/2024

Self Insured  
Attn: City Of Whitewater  
312 W. Whitewater St.  
Whitewater, WI 53190

Our Insured: Jorge Islas-Martinez  
Our Claim #: 099 SUB 7008257895-1  
Date of Loss: 08/29/2024  
Your Insured: City Of Whitewater  
Your Claim #: TBD  
Amount Owed: \$2,500.00

Dear City Of Whitewater:

We have made payment to our insured for the damage. By virtue of our subrogation rights this letter is to advise you that we are seeking reimbursement from you for the amount of damages. On the date of loss, our insured suffered water damage to their property located at 303 S Summit St in Whitewater, WI 53190 as a result of a backup from the City Sewer.

Be aware that no partial payment to Fire Insurance Exchange that is less than the full amount claimed herein will be considered in any way an acceptance of benefits, a novation or an accord and satisfaction of this claim without the express written release of our claim executed by an individual who is a member of our subrogation department. Therefore, our legal rights to enforce collection on the remaining amount of the claim shall not be waived or estopped due to a partial payment by you or someone acting on your behalf.

It is our desire to settle this claim without causing you the additional time and cost of litigation or arbitration. After reviewing the enclosed, please call me 512-533-8816 to discuss resolving this matter. If additional support for our claim is required, please let me know so the requested information can be sent to you.

Please send payment to:

Fire Insurance Exchange  
Cash Receipts Department  
PO Box 268992  
Oklahoma City, Ok 73126-8992

Thank you,

Toni Wagner  
Property Subrogation Representative

Fire Insurance Exchange  
512-533-8816

NOTICE OF CLAIM

Name: Jorge Izlas Martinez  
Address: 307 S Summit St  
Whitewater, WI 53190  
Phone: 414 418 8424

Incident/Accident Information  
Date: 8/29/2024  
Time: 6:00 p.m.  
Place: \_\_\_\_\_

CIRCUMSTANCES OF CLAIM

In the space below briefly describe the circumstances of your claim. (Attach additional sheets, if necessary.) For auto damages, attach a copy of police report, if any, and attach a diagram of the accident scene indicating north, south, east or west corners if the accident occurred at an intersection. For bodily injury, indicate nature of injury and whether or not medical attention was given and give the name of the physician. Also identify any witnesses to the incident/accident.

The sewer water damaged the carpet and the wood floor was in the basement.

Signed: Jorge Izlas

Date: 10/7/24

CLAIM

(NOTE: You are not required to make a claim at this time. As long as you have filed the above Notice of Claim you may file a claim with the City/Village at any time consistent with the applicable statute of limitations. However, in order for the City/Village to formally accept or deny your claim at this time, the following claim must be completed and signed.)

The undersigned hereby makes a claim against the City/Village of arising out of the circumstances described above in the amount of \$17,055.00

To process this claim it is necessary to detail all damages being sought:

Signed: Jorge Izlas  
Address: 307 S Summit St Whitewater, WI  
53190

Date: 10/7/24

# Payment Log



Claim Number : 7008257895-1  
 Date of Loss : 08/29/24  
 Insured's Name : Jorge Islas-martinez

Benefit Type :	Sewer and Drain					
Check Number	Service From Date	Service To Date	Payee	Date Issued	Date Paid	Benefit Paid
1640914027			Jorge Islas-martinez	11/04/24	11/07/24	\$2500.00

Benefit Type Total	\$2,500.00
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Total Amount	\$2,500.00
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Toll Free: (800) 435-7764  
 Email: [myclaim@farmersinsurance.com](mailto:myclaim@farmersinsurance.com)  
 Please include your claim # on any correspondence  
 National Document Center  
 P.O. Box 268994  
 Oklahoma City, OK 73126-8994  
[www.farmers.com/claimstatus](http://www.farmers.com/claimstatus)

November 4, 2024

JORGE ISLAS-MARTINEZ  
 303 S SUMMIT ST  
 WHITEWATER WI 53190-1734

RE:	Insured:	Jorge Islas-Martinez
	Claim Number:	7008257895-1
	Policy Number:	0911873044
	Loss Date:	08/29/2024
	Location of Loss:	303 S Summit St, Whitewater, WI
	Subject:	Settlement Notice

Dear Jorge Islas-Martinez:

Thank you for being a valued customer. We'll issue your claim payment(s) through the method you select to receive your funds.

I have issued your **Sewer & Drain Back Up** endorsement policy limit in the amount of \$2,500.00.

Further claim related information can be found on the included Additional Information page.

The amount of your loss that exceeded the limit was enough to cover the entire deductible amount.

We've completed the adjustment of your loss and we are closing your claim. Closing your claim does not affect processing payments for recoverable depreciation, or outstanding payment for any other covered part of the claim that has already been accepted and adjusted. Closing your claim does not prevent you from providing us with additional information, including supplemental claims and requests for recoverable depreciation, within the time limits stated in your policy. We will inform you in writing if any such additional information results in reopening your claim.

We encourage you to visit [www.farmers.com](http://www.farmers.com) to learn more about our self-service options available to you, including the ability to view your claim status, upload documents and photos and find local service providers.

If you have any questions, please contact me.

Thank you.



Patrick Wright  
Special Office Claims Representative  
(913) 234-4743  
Fire Insurance Exchange

Email communications are preferred and should be sent to [myclaim@farmersinsurance.com](mailto:myclaim@farmersinsurance.com). If hard copies of communications are required, they should be sent to our National Document Center at P.O. Box 268994, Oklahoma City, OK 73126-8994.

Payment Reference Number(s): 1640914027

T5WHMWNP3

Item 13.

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## Additional Information

### Settlement information:

Actual cash value is based on replacement cost less any applicable depreciation for age, useful life and condition.

Labor, taxes and other fees and expenses have also been depreciated if not prohibited by your state. To recover depreciation, please send us a copy of any invoices or receipts that demonstrate replacement or repairs. We believe our estimate reflects the reasonable cost necessary to repair or replace the covered damages. Please let us know immediately if you disagree. We'll reimburse you for the full replacement cost reasonably paid to repair or replace the covered damages or any applicable policy limits.

Any deductible amount will be applied according to policy provisions.

### Legal Notice(s):

We reserve all rights and defenses under the policy and law and no activity on our part should be construed as a waiver. Even though only parts of the policy may be mentioned or quoted in this letter, additional portions if found to be relevant will be applied.

Please note there are time limits set forth in the Conditions ("Lawsuits Against Us" or "Legal Action Against Us" or "Suit Against Us") section of the policy which, depending on your state, may affect the time within which you may pursue your claim. This period may have been extended by statute or case law.

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## **CS Cleaning and Supply Co., INC.**

46 E. Rockwell Ave.  
Fort Atkinson, WI. 53538  
OFFICE: (920) 563-7293  
CELL: (608) 577-0687

# Jorge Islas Martinez sewage/ mold remediation Proposal

8<sup>th</sup> October 2024

## **OVERVIEW**

This proposal is for the services discussed and listed below. Sewage and mold remediation.

## **SCOPE OF WORK TO BE DONE**

### **Demo and Cleaning/ Sanitizing (phase 1)**

1. **\$3900.00** Demolition and removal of entire basement level flooring including the 4 inch rise in the flooring. Removal of any contaminated trim that cannot be cleaned.
2. **\$2080.00** Removal of drywall and insulation that is wet or contains mold or sewage. (basement level only)
3. **\$3120.00** Washing and Sanitizing the floors and walls
4. **\$450.00** Roll off dumpster Rental Fee
5. **\$900.00** (4x Dryers at \$45 per day - 5 days)
6. **\$1950.00** (2 Industrial DH units at \$195 per day - 5 days)

**Total Cost of phase 1: \$12,400.00**

### **Replacement of Insulation and Drywall repair work, and Painting (phase 2)**

1. **\$650.00** Install new insulation in the basement where the moldy drywall is removed only (includes materials)
2. **\$2145.00** Patch in new drywall in the basement where the moldy drywall was removed only, then tape and mud (includes materials)
3. **\$1860.00** Apply 1 coat of white paint on basement walls only (includes materials)

**Total Cost of Phase 2: \$4655.00**

**Rebuild Subfloor and Flooring (phase 3)**

1. Rebuild raised subfloor in entire basement (TBD)
2. Replace flooring throughout basement (TBD)
3. Replace any wood trim that couldn't be saved (TBD)

I can find the correct subs to get phase 3 done. Price will be determined after talking to subs.

**Note:**

Cost below includes the scope of work listed above for phase 1 and 2 only.

Cost does not include pulling any permits if needed, this will increase the amount to reflect the permits required for the job.

I would require 50% down before work begins (\$8,527.50 if phase 1 and 2)

**TOTAL COST FOR PHASE 1 AND 2**

**\$17,055.00**

---

**Service to be provided at:**

**Jorge Islas Martinez**

**303 S. Summit St**

**Whitewater, WI. 53190**

**[joislas\\_m@hotmail.com](mailto:joislas_m@hotmail.com)**

**414-418-8424**







WPCO-11-11-11  
 Name: Jorge Martinez  
 Address: 428 W. 1st St.  
 City: San Antonio, TX 78201  
 State: TX  
 Zip: 78201  
 Phone: 214-223-1234  
 E-mail: jmartinez@jmartinez.com

I hereby certify that the information provided above is true and correct to the best of my knowledge and belief. I understand that providing false information may result in the revocation of my permit and may subject me to criminal and civil penalties.

Signature: [Handwritten Signature]  
 Date: 11/11/11

I am hereby authorized to accept and sign for the permit on behalf of the applicant.

Signature: [Handwritten Signature]  
 Date: 11/11/11

WPCO-11-11-11  
 Name: Jorge Martinez  
 Address: 428 W. 1st St.  
 City: San Antonio, TX 78201  
 State: TX  
 Zip: 78201  
 Phone: 214-223-1234  
 E-mail: jmartinez@jmartinez.com

I hereby certify that the information provided above is true and correct to the best of my knowledge and belief. I understand that providing false information may result in the revocation of my permit and may subject me to criminal and civil penalties.

Signature: [Handwritten Signature]  
 Date: 11/11/11

I am hereby authorized to accept and sign for the permit on behalf of the applicant.

Signature: [Handwritten Signature]  
 Date: 11/11/11

WPCO-11-11-11  
 Name: Jorge Martinez  
 Address: 428 W. 1st St.  
 City: San Antonio, TX 78201  
 State: TX  
 Zip: 78201  
 Phone: 214-223-1234  
 E-mail: jmartinez@jmartinez.com

I hereby certify that the information provided above is true and correct to the best of my knowledge and belief. I understand that providing false information may result in the revocation of my permit and may subject me to criminal and civil penalties.

Signature: [Handwritten Signature]  
 Date: 11/11/11

I am hereby authorized to accept and sign for the permit on behalf of the applicant.

Signature: [Handwritten Signature]  
 Date: 11/11/11

## Rachelle Blich

---

**From:** Allison C. De Franze <allisond@cvmic.com>  
**Sent:** Wednesday, December 18, 2024 12:07 PM  
**To:** Rachelle Blich  
**Subject:** Islas Martinez v City of Whitewater

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

Hi Rachelle,

I am in receipt of the sewer claim that has been filed by Jorge Islas-Martinez against the City of Whitewater. As you are aware, sewer issues are specifically excluded from coverage under Section VII (3) of the CVMIC GL policy, and as such, there is no coverage for this claim or any other claim arising out of this incident. The City of Whitewater is self-insured for this claim, and should the City decide to settle this matter, any settlement would be from City funds.

Though CVMIC generally recommends denial of sewer claims due to several applicable state immunities, I found out today that there is a City policy in place which reimburses homeowners for no-fault sanitary sewer backups.

I understand that the City is looking to reimburse Mr. Islas- Martinez for up to \$7500 of his claimed damages. I also understand that Mr. Islas-Martinez's insurance company, Farmers, has already paid him his \$2500 policy limit for damages. Therefore, Mr. Islas-Martinez is only eligible for \$5000 in direct reimbursement from the City.

However, it is my opinion that the City may now also have to re-pay Mr. Islas-Martinez's insurance carrier, despite the fact that the City policy indicates that it will not reimburse an insurance company. The City can choose to adhere to its policy, pay Mr. Martinez the remaining \$5000, and deny the carrier's claim, but will then likely be sued by the carrier.

I recommend payment of \$2500 to Farmers and payment of \$5000 to Mr. Islas-Martinez, once executed releases have been received from both parties.

Please let me know if you have any further questions or would like to discuss.

Thank you!





# Council Agenda Item

Meeting Date:	January 7, 2025
Agenda Item:	Starin Road Consideratons
Staff Contact (name, email, phone):	Brad Marquardt, <a href="mailto:bmarguardt@whitewater-wi.gov">bmarguardt@whitewater-wi.gov</a> , 262-473-0139

## BACKGROUND

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

At the December 17, 2024 Council meeting, Council discussed the possibility of closing Starin Road between Warhawk Drive and Prairie Street during the week while the University is in session. Instead of closing the road, the Council decided to look at some other measures, including adding stop signs, lowering the speed limit, and installing speed bumps/humps that might help with pedestrian safety.

The measure of adding stop signs included looking at adding stop signs at the four mid-block pedestrian crossings. According to the Manual on Uniform Traffic Control Devices (MUTCD), it appears stop signs are only to be used at intersections to help control traffic movements.



In lieu of stop signs, staff is suggesting the use of “Stop Here for Pedestrian” signs. These signs would be post mounted approximately 10 – 15 feet in front of the marked crosswalks. The yielding (which includes stopping) to pedestrians is a state statute, and thus no ordinance is required to install these signs.

Regarding speed bumps/humps, the rubberized ones, according to the dealers, are not snowplow friendly. They recommend removing them for the winter. Speed bumps/humps that remain in place year-round are typically paved into the street.

## PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

At the September 17, 2024 Council meeting, the Council voted to temporary close Starin Road for a two-week trial period.

At the December 10, 2024 Public Works Committee meeting, the Committee recommended to Council to continue to move forward with the closure of Starin Road.

At the December 17, 2024 Council meeting, the Council asked staff to make changes to Starin Road which included adding stop signs at all crosswalks between Prince Street and Prairie Street, reduce the speed limit to 15 mph, and add speed bumps/humps.

## FINANCIAL IMPACT

(If none, state N/A)

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The total cost of installing eight “Stop Here for Pedestrian” signs is \$892.00. The cost of the speed bump (12 inches wide, 2 inches tall) is \$242.90 per speed bump. The cost of the speed hump (36 inches wide, 2 inches tall) is \$859.80 per speed hump.

---

**STAFF RECOMMENDATION**

---

Based on the discussions at the last Council meeting and referencing the MUTCD, staff recommends a motion to proceed with the installation of the “Stop Here for Pedestrian” signs.

With the reduction in the speed limit, the addition of stop signs at Prince and Warhawk, and the potential to stop every approximately 250 feet for the mid-block crosswalks, staff does not see the need to install speed bumps or humps. Additionally, the speed bumps/humps would slow the response of emergency vehicles. If Council would like to proceed with speed bumps/humps, staff would suggest two locations. One for eastbound traffic placed just east of Warhawk Drive and for westbound traffic, one placed near the bookstore. In talking with the University, they also suggested that if Council would like to proceed with the speed bumps/humps that they be installed during spring break, in order to first observe the effects of the addition of stop signs, stop here for pedestrian signs and the reduced speed limit have on traffic.

Please note, there is an estimated 2 – 3 week lead time in ordering of signs.

---

**ATTACHMENT(S) INCLUDED**

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(If none, state N/A)

1. Pedestrian Safety Updates Map
2. Speed Bump/Hump Brochure

# Starin Road Pedestrian Safety Updates



Warhawk Dr

Visitor Center

UW-W Bookstore

N Prairie St

N Prince St


Starin Rd

Starin Rd


## Infrastructure

 Speed Bump

## Signage

 15 mph

 Stop for Pedestrian

 Day Stop

 0 0.03 0.05 Miles

# SPEED BUMPS, SPEED HUMPS & CAR STOPS

**PLASTICADE®**

Plasticade.com

- Resistant to weather, oil, salt, moisture, UV light, and temperature
- Will not warp, chip, or crack
- Never needs painting, durable striping
- 44,000 lbs./axle weight bearing capacity
- Flexible, conforms to surface contours
- Install on asphalt or concrete (hardware sold separately)
- Removable for road surface maintenance or snow plowing

## SPEED BUMPS

Low Profile 2"H



Standard 2.5"H



End Caps are optional



### Low Profile Speed Bump

- 2" High, 6' sections, made from recycled rubber
- Reflective yellow tape is embedded in the rubber, increases visibility
- Good for alleys, reduces speeds 1-5 mph
- Cut with a utility knife if necessary
- Optional cat eye reflectors
- Dual bottom channels for drainage, protects wire, hose, or pipe
- End caps and hardware sold separately
- Made in the USA

### Standard Speed Bump

- 2.5" High, 6' or 4' sections, made from recycled rubber
- Reflective yellow tape is embedded in the rubber, increases visibility
- Good for parking lots & slow roadways, reduces speeds 2-5 mph
- Cut with a utility knife if necessary
- Optional cat eye reflectors
- Dual bottom channels for drainage, protects wire, hose, or pipe
- End caps and hardware sold separately
- Made in the USA

### Premium Textured Speed Bump

- 2" High, 6' sections
- Use in heavy traffic areas on low speed roadways
- Reduces speeds 1-5 mph
- Textured, vulcanized rubber performs well in extreme temperatures
- Cat eye reflectors included for increased visibility at night
- 5 synthetic rubber yellow stripes, (EPDM) won't degrade



Comes with 8 Cat Eye Reflectors

Item 14.

- Dual bottom channels for drainage
- Protects wire, hose, or pipe
- End caps and hardware sold separately

## SPEED HUMPS



### Standard Speed Hump

- 2.4" High, 24" sections, made from recycled rubber
- For traffic speeds 15 mph or less
- Gentler than speed bumps
  - good for heavy truck traffic areas
- Reflective stripes in yellow
- Dual bottom channels for drainage
  - protects wire, hose, or pipe to 3/4" dia.
- Made in the USA



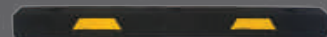
### Premium Textured Speed Hump

- 2" High, 20" sections
- Use in heavy traffic areas
- Made of durable vulcanized rubber
  - performs well in extreme temperatures
- Textured surface helps with traction
- 6 rectangular yellow stripes per section
  - high visibility, non-wearing color

## PARKING STOPS



- Use in parking lots and garages
  - protects garage walls, delineates spaces
- Available in 6 foot or 4 foot lengths
- Maintenance Free
- High visibility at night
  - reflective stripes in yellow or white
- Made in the USA using recycled rubber



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# SPEED BUMPS, SPEED HUMPS & CAR STOPS

## SPEED BUMPS

Low Profile & Standard End Cap



Premium End Cap



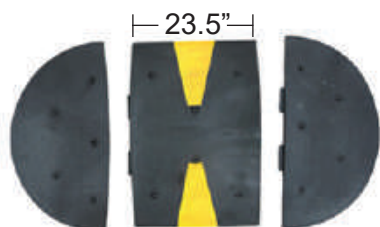
Channels for drainage or protect wire, hose, or pipe see spec. sheet for more information



Back View

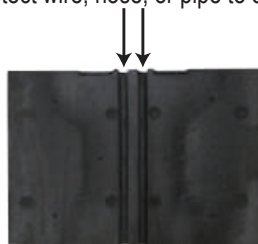
## SPEED HUMPS

Standard Speed Hump



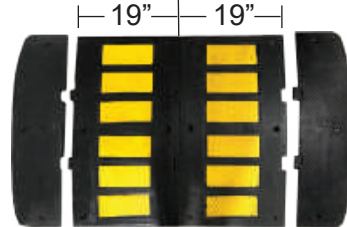
Female End Cap Center Section Male End Cap

Channels for drainage or protect wire, hose, or pipe to 3/4" dia.



Back View of Standard Speed Hump

Premium Speed Hump



Female End Cap Center Sections Male End Cap



Back View of Premium Speed Hump

## PARKING STOPS



Back View

### Speed Bump, Low Profile & Standard

Dimensions	72" L x 12" W, 40 lbs.
2" High End Cap	7" L x 12" W, 2.25 lbs.
2.5" High	48" L x 12" W, 35 lbs.
2.5" High End Cap	7" L x 12" W, 3.5 lbs.
Stripes	72" - 3 yellow 48" - 2 yellow
Cat Eyes	72" - 8 48" - 6
Installation Holes	72" - 4 48" - 3 End Cap - 2

### Premium Speed Bump

Dimensions	72" L x 12" W x 2" H, 52 lbs.
End Caps	6" L x 12" W x 2" H, 3.5 lbs.
Stripes	5 yellow
Cat Eyes	8
Installation Holes	4 End Cap - 1

### Standard Speed Hump

Dimensions	24" L x 36" W x 2.4" H, 52 lbs. connected length - 23.5"
End Caps	17.5" W x 36" W x 2.4" H, 23 lbs.
Stripes	2 yellow, per center section
Installation Holes	Center Section - 6 End Cap - 5

### Premium Speed Hump

Dimensions	20" L x 35" W x 2" H, 38 lbs. connected length - 19"
End Caps	10" L x 35" W x 2" H, 14 lbs.
Stripes	6 yellow, per center section
Installation Holes	Center Section - 6 End Cap - 3

### Parking Stops

Dimensions	72" L x 6" W x 4.5" H, 35.5 lbs. 48" L x 6" W x 4.5" H, 30 lbs.
Stripes	White or Yellow 72" - 4 on each side of stop 48" - 2 on each side (yellow)
Installation Holes	72" - 4 holes 48" - 3 holes

### Installation Hardware



- Concrete
  - 4 1/2" Lag Bolt with Washer & Shield for Speed Bumps & Speed Humps
  - 6" Lag Bolt with Washer & Shield for Car Stops
- Asphalt
  - 14" Re-bar Spike with Washer
- Epoxy can be used in addition to or as a replacement for the hardware in certain applications. See the instructions on our website.

Item 14.

Dimensions listed are nominal. For critical applications, a sample of current production parts should be evaluated.

**PLASTICADE®**

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Des Plaines, IL 60018  
phone (800) 772-0355  
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## Council Agenda Item

Meeting Date:	January 7, 2025
Agenda Item:	Updated Referendum Memo
Staff Contact (name, email, phone):	Rachelle Blitch, <a href="mailto:rblitch@whitewater-wi.gov">rblitch@whitewater-wi.gov</a> , 262-473-1380

### BACKGROUND

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

In response to staffing concerns within Fire and EMS, we collaborated with McMahon to conduct a comprehensive staffing study. For your reference, the study is attached.

The study highlights the recommendation to add a fifth person to each shift, which would require the City to create three additional EMT/FF positions. We have incorporated one of these positions into the current budget by reallocating funds from a combination of the Paid-on-Premises allocation and the Sick/Backfill funds and have outlined options that include adding one additional position for each scenario.

The mill rate table has been updated to reflect the various options as well.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

### FINANCIAL IMPACT

(If none, state N/A)

Adding these positions could increase the referendum ask by up to \$220,000.

### STAFF RECOMMENDATION

Creation of three FF/EMT positions with one position being incorporated with the current budget, and two being funded by referendum.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Staffing Report
2. Option B (three separate sheets) Worksheets
3. Mill Rate Table

## Fire & EMS Department Staffing Analysis

### FINAL REPORT

Prepared for

**CITY OF WHITEWATER FIRE & EMS DEPARTMENT**

WALWORTH & JEFFERSON COUNTIES, WISCONSIN



**McMAHON**  
ENGINEERS ARCHITECTS

Draft

McMAHON ASSOCIATES, INC.  
1445 McMAHON DRIVE NEENAH, WI 54956 Mailing: PO BOX 1025 NEENAH, WI 54957-1025 PH 920.751.4200 MCMGRP.COM  
McM. No. W4003-6-04-24-00520

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- I. INTRODUCTION
- II. PROJECT WORK TASKS
- III. WHITEWATER FIRE AND EMS DEPARTMENT STAFFING AND OPERATIONS
- IV. SUMMARY OF RECOMMENDATIONS

DRAFT



## I. INTRODUCTION

### A. Project Overview

McMahon Associates, Inc. (McMAHON) was retained by the City of Whitewater to conduct an analysis of fire and emergency medical services staffing to determine the most cost effective and efficient method of staffing the fire and emergency medical services department. Included in this analysis was a review of current organizational structure and operations in order to make effective recommendations for staffing the fire and emergency medical services department. Recommendations included in this study are designed for the current scope of services provided by the Department.

## II. PROJECT WORK TASKS

In conducting this study, McMAHON consulting staff met with the City Administrator, Fire Chief and Assistant Fire Chief. The Department was also requested to provide a wide range of documentation to McMahon including budgets, call data, policies, procedures, etc.

The following presents an overview of the work tasks completed by McMAHON during the project.

1. Obtained and reviewed documentation provided by the Department pertaining to the project.
2. Conducted interviews to evaluate the current and future staffing needs for the Fire & EMS Department.

Interviews and observations primarily focused on the following:

- Current Fire & EMS operations, staffing and levels of service
- Fire & EMS personnel workload, call volume and activity
- Administrative organizational structure

3. Determined any public safety industry standards and trends related to the Department's operational requirements. During the development of all recommendations, McMAHON considered many factors and standards as a basis for recommendations, including:

- Center for Public Safety Excellence
- National Fire Protection Association (NFPA)
- Federal Emergency Management Association (FEMA)

- National Fire Administration (NFA)
  - Occupational Safety and Health Administration (OSHA)
  - Insurance Services Office (ISO) Rating Schedule
  - Local Fire Protection Ordinances
4. Developed a comprehensive Fire Department staffing analysis, utilizing the information provided by the documentation received, the interviews, and national standards. The projected growth and level of service needs were considered during the development of these recommendations. Recommendations included:
- Effectiveness, efficiency, and performance of current fire & EMS operations
  - Efficient utilization of station resources
  - Administrative growth and organizational structure
  - Analysis of personnel and staffing needs
5. Assembled the study report. Performed a detailed quality assurance review of the document to ensure that the document meets the expectations of the Project Team and conforms to McMAHON's standards.
6. Prepared and delivered the draft Report to the Project Team for review.
7. Received feedback from the Project Team regarding the content of the draft report. Made changes to the analysis based on the returned comments, as were deemed appropriate.
8. Presented the findings and recommendations of the analysis.

### III. WHITEWATER FIRE & EMS DEPARTMENT STAFFING AND OPERATIONS

The Whitewater Fire & EMS provides fire and emergency medical services to the City of Whitewater, the Towns of Cold Spring and Whitewater and portions of the Towns of Koshkonong, Richmond and Lima.

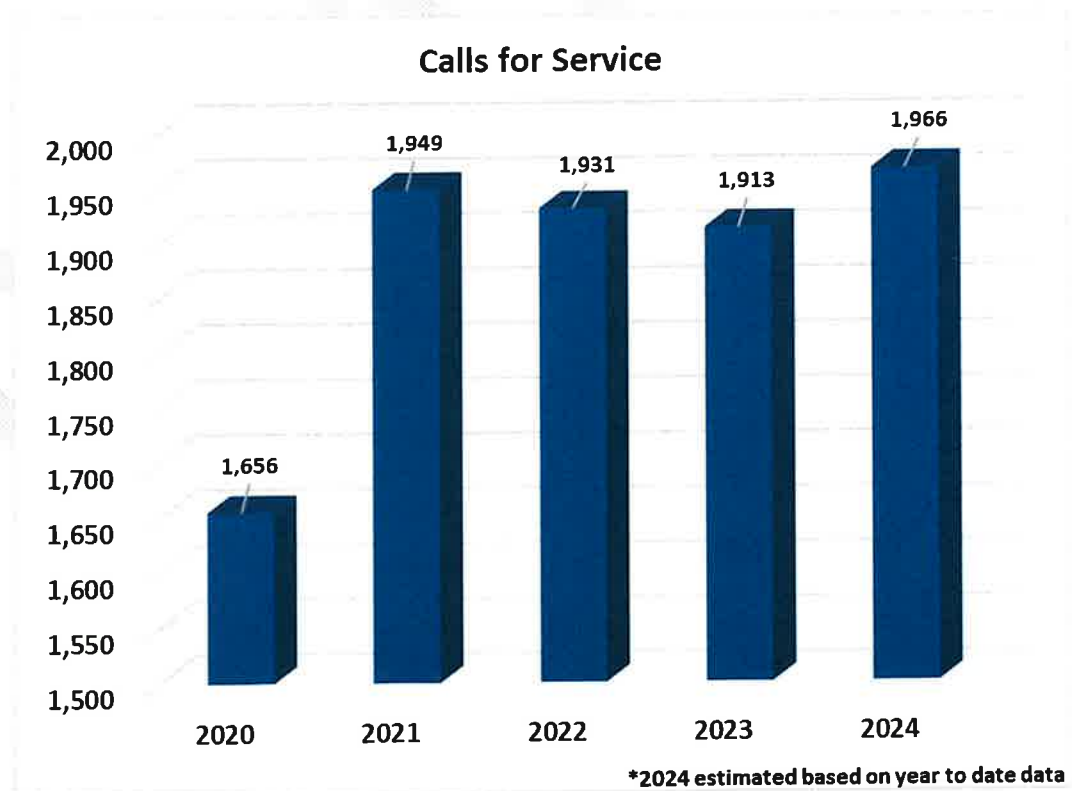
**Department Organizational Structure:** The Department currently operates from one station with a staff of 15 full-time personnel and 18 part-time and paid-on-call personnel. Three of the full-time personnel work a traditional Monday through Friday work schedule, while the remaining twelve work a 24-hour shift schedule. The organizational chart is detailed below:

- 1 Fire Chief
- 1 Assistant Chief
- 1 EMS Chief (part-time)
- 1 Fire Inspector
- 12 Firefighter/Paramedics and Firefighter/EMTs (full-time)
- 17 Firefighters, EMTs (part-time)

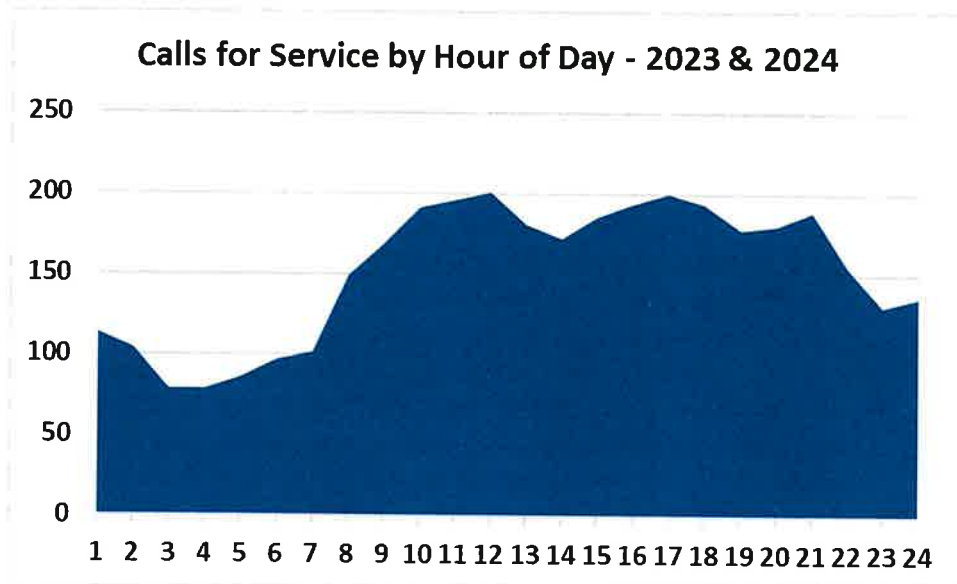
The Fire Chief, Assistant Fire Chief and EMS Chief are responsible for management of the agency. The Fire Chief and Assistant Chief are full-time positions. The EMS Chief is a part-time position.

The Fire Chief is the Department Head, reporting to the City Manager and the Police and Fire Commission. The Assistant Chief directs the operations and training for the Department. The EMS Chief serves as the EMS Service Director. All three chief officer positions are responsible for also responding to calls both during and after their normal work hours.

**Call Volume Analysis:** The primary purpose of a fire and emergency medical services (EMS) department is to protect persons and property in its service area. The number and type of calls along with other services provided often determines the type of fire and EMS department a municipality operates. In 2023, the Whitewater Fire and EMS Department responded to 1,913 calls for service. Based on year-to-date data reviewed in November of 2024, the Department is on track to respond to 1,966 calls for service. Approximately 80% of calls for service are for emergency medical services. The remaining 20% are for fire and other emergency services. This is a common division of types of calls for service in a fire and emergency medical services department.



Data demonstrates that the Department experiences a peak in calls for service between the hours of 8 AM and 10 PM. This again is consistent with most fire and EMS departments in the United States.



In order to be properly prepared to respond to calls for service, members of the Department must maintain training and certifications along with facilities, equipment and vehicles. This work is generally done when personnel are not responding to calls for service.

The Department operates a fleet of twenty vehicles. Each vehicle must be regularly inspected and maintained in a state of readiness. Responsibilities of the fire and emergency medical services department also include performing fire code enforcement inspections. State of Wisconsin Administrative Code requires fire departments to conduct fire inspections and fire prevention activities in order to be eligible for 2% Fire Dues Payments from the State. Department records indicate responsibility for inspections of 727 buildings annually. Inspections are primarily performed by a full-time fire inspector with the Department.

**Response Time:** Fire and EMS agencies are regularly graded on their response times to emergencies. While not every call for service a fire and EMS agency responds to is an emergency, the public expects a rapid response to calls for service. In 2023, the Department had an average response time in the City of Whitewater of 4 minutes and 43 seconds and 10 minutes and 7 seconds in areas outside of the City. The timeframe is from the time of dispatch of the call for service until the arrival of the first unit on scene. These response times are within acceptable standards in the industry. **MCMAHON does however recommend that the Department measure response times from the time of 911 call to the arrival of the first unit on scene. This provides an evaluation of the callers experience of the total time for a response to a call for service.**

**Fire and EMS Department Staffing:** Twelve full-time firefighter/EMS providers maintain a minimum of four personnel on-duty in the fire/EMS station at all times. Part-time members fill in vacancies caused by vacation, sick leave, etc. The twelve full-time Firefighter/EMTs & Paramedics are split into three shifts and work rotating twenty-four (24) hour shifts. At least one of the four personnel on-duty must be a paramedic and a certified driver/operator.

During weekday business hours, the Fire Chief, Assistant Chief and Inspector provide additional staffing at the fire station to respond to calls. This is an effective practice based on increased demand for service during day-time hours.

Outside of their normal work hours, the three chief officer positions in the Department are responsible to respond to calls after normal business hours to provide additional supervision and to backfill the fire station when the on-duty crews are on calls for service.

Paid-on-call/part-time personnel are utilized to fill vacancies in the full-time schedule and also to respond to the fire station to support on-duty staff when major or multiple incidents occur. While the Department has seventeen (17) paid-on-call/part-time personnel, the Department has struggled to have a regular and consistent response from the paid-on-call/part-time personnel when they are called in for major or multiple incidents. The paid-on-call/part-time staff are most effective for filling scheduled shifts.

The City of Whitewater Fire and EMS Department is not alone in being challenged to maintain an effective number of part-time and paid-on-call staff members. Departments across the Country are facing the same problem as family and full-time employment responsibilities are prioritized and the number of people interested in positions as firefighters and emergency medical responders has dropped. The National Fire Protection Association reports the number of volunteer/paid-on-call firefighters has decreased from 897,750 in 1984 to 676,900 in 2020.

**Response Capabilities:** The four on-duty personnel are able to either staff two ambulances or a fire engine, depending on the call for service. Support from the chief officers and fire inspector provide additional personnel to staff responding vehicles when available.

The Department also staffs an additional position from Friday at 6 PM to Monday at 6 AM to provide additional staffing during weekend hours when paid-on-call availability has shown to be limited. Part-time/paid-on-call members regularly fill these shifts. The program has been successful to date in providing additional in-station staffing when paid-on-call availability has been limited.

At minimum, two people must respond with an ambulance. When an ambulance responds to a call for service, a minimum of two personnel are left in the station to respond to subsequent calls for service. If a second subsequent EMS call occurs, the second ambulance responds and paid-on-call/part-time personnel are called in. The paid-

on-call/part-time staff are also called in when responses require a fire engine to respond. The paid-on-call/part-time staff is used to backfill the station or support on scene efforts, depending on the need of the Department.

The Department's current staffing level allows for a rapid response to calls for emergency medical services, but the Department is challenged when simultaneous incidents occur.

Multiple, concurrent calls for service occur about 20% of the time and the trend for concurrent calls continues to increase. Concurrent calls for service require the Department to call in off-duty or paid-on-call members to backfill the station. It is projected that the need to backfill the station will occur approximately 225 times in 2024. Data provided by the fire and emergency medical services department indicates that in 58% instances in which off-duty personnel had to be called in to backfill the station, no personnel were available to respond, thus leaving the station unstaffed for subsequent calls for service. When the station is unable to be staffed and a subsequent call for service occurs, the Department relies on mutual aid to respond to the call for service.

Mutual aid for instances when Whitewater is unable to respond to a calls for service in its own response area commonly comes from either the Town of LaGrange, Cities of Fort Atkinson, Jefferson or Janesville or Lakeside Fire/Rescue which services Edgerton, Milton, and nine towns in northern Rock County. The estimated response times for those agencies to calls in Whitewater is between sixteen and thirty minutes depending on which department is called for assistance. To date in 2024, Whitewater Fire and EMS requested assistance from another agency to respond to an EMS call due to lack of staff sixteen times. Sixteen to thirty minutes is a significantly long time to wait for an ambulance or fire engine in an emergency.

The increase in service demand and decreasing availability of personnel to respond to emergency call-ins during times of multiple calls for EMS service or a fire incident requires an increase in staffing at the fire station to maintain service levels. Funding increases in full-time positions is challenging for most municipalities in the State of Wisconsin and Whitewater is no exception. This report provides a series of recommendations to increase staffing to meet the demands for service being placed on the Whitewater Fire and EMS Department.

**Convert EMS Chief from part-time to full-time position:** Currently this position is part-time, functioning as the EMS Service Director, performing administrative tasks and oversight of the Department's EMS services. It is recommended this position be moved to full-time. Consideration should be given to have the position work eight-hour day shifts, Thursday to Monday, which provides chief officer oversight on weekends when the current two full-time chiefs are not on-duty and also provides supplemental staffing on weekends when paid-on-call availability is limited. The blended weekday/weekend schedule also provides three weekdays to integrate with the other full-time chief officer and administrative staff that work traditional Monday through Friday schedules. Consideration should be given to ultimately having this position be certified/licensed as both an EMS provider and fire officer. Total budget impact of converting this position to full-time is estimated at \$58,116.

**Hire three new Firefighter/EMT positions to bring total full-time staffing to fifteen personnel assigned to a twenty-four hour shift schedule.** This provides five personnel per twenty-four hour shift. The fifth person per shift provides additional capacity for multiple, simultaneous EMS calls for service thus reducing the reliance on the small paid-on-call staff.

Current funding restrictions will most likely require hiring three new positions over the course of several years as opposed to all at once. The first position hired should be scheduled over periods of higher call demand with more focus on weekend hours when paid-on-call staff have been the least available. Data from the Department demonstrates higher call demand from approximately 8 AM to 10 PM.

A suggested schedule for this additional position is Thursday, Friday, Saturday, Sunday, Monday from 9 AM to 8:20 PM (56-hour workweek matching other full-time Firefighter/EMTs). This position, combined with the EMS Chief working a similar schedule and weekend paid-on-premise shifts, provides staffing for an additional ambulance during periods of higher calls for service.

As additional funding is available to hire the second and third additional full-time positions, the three new Firefighter/EMT hires should be transitioned to twenty-four hour shifts, thus bringing twenty-four hour staffing up to the recommended five on each shift. Total budget impact for one Firefighter/EMT position is estimated at approximately \$110,000 per position (X3=\$330,000).

Staffing of a minimum of five personnel per shift with support from an on-call chief officer provides sufficient staff to handle up to three simultaneous emergency medical services calls and/or an initial response to a report of a structure fire.

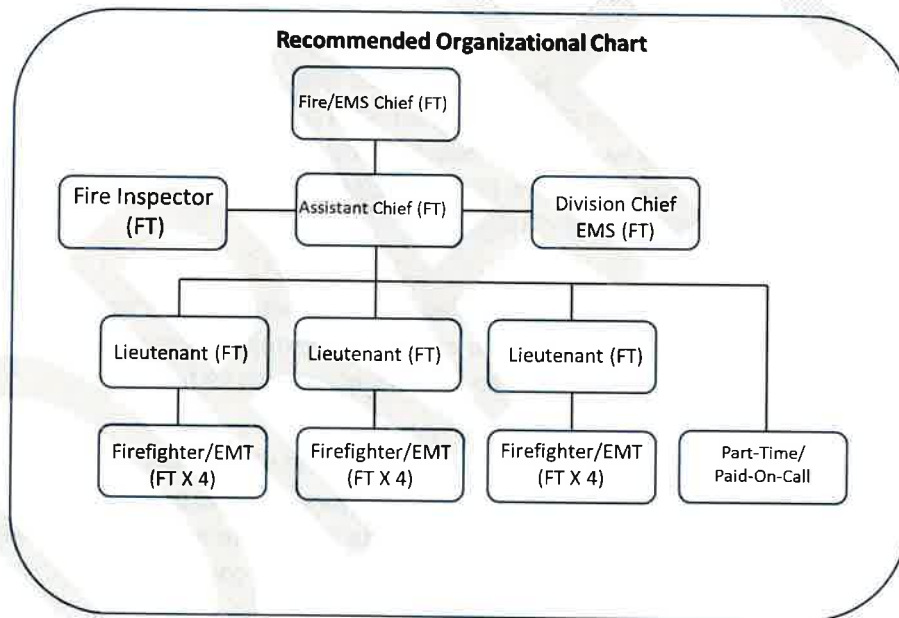
The six responders (five on-duty plus on-call chief officer) allows the Whitewater Fire and EMS Department to meet minimum requirements of Wisconsin Department of Safety and Professional Standards Administrative Code SPS 330 to initiate an interior fire attack at a structure fire. The six personnel required in SPS 330 consist of:

- Incident Commander (1)
- Initial Fire Suppression & Rescue
  - Company Officer (1)
  - Firefighter (1)
- Back-up Team (2)
- Pump Operator (1)

Additional assistance for structure fires will still be needed from paid-on-call and mutual aid agencies. Industry standards, including the National Fire Protection Association Standard 1710, recommend a minimum of sixteen to seventeen firefighter responds to a structure fire.

As funding allows, McMAHON also recommends the Department promote one supervisor per shift to the rank of Captain or Lieutenant to provide a consistent supervisor on each shift. Currently, the Department identifies a shift lead for each shift. A promoted supervisor should have additional training and certifications in personnel and incident management and would provide management support for the chief officers. Total budget impact of creating promoted supervisor positions for three twenty-four hour shifts and providing an additional “Acting Officer-In-Charge” hourly stipend in the absence of a promoted supervisor: \$30,000.

It is important that, as recommendations included in this report are implemented, the Department continue to actively engage the paid-on-call/part-time staff with training and available work shifts. The paid-on-call and part-time staff play a crucial role in flexibility of scheduling and staff during large incidents that on-duty staff cannot handle. It should be expected that the paid-on-call/part-time staff will likely primarily transition to an all part-time staff that work scheduled hours as paid-on-call firefighter and EMS staff become harder to recruit and retain due to training and time demands.





#### IV. SUMMARY OF RECOMMENDATIONS

The Whitewater Fire and EMS Department is not alone in experiencing increased demand for service and having challenges with recruiting and retaining paid-on-call/part-time firefighters and emergency medical services responders. Agencies across the country face similar challenges and are being forced to add additional full-time staff to meet the demands for service. Data reviewed for this study identifies a need to add, at minimum, three full-time staff to the Department to support current operations. Three specific recommendations included in this report are summarized below:

- 1) The Department should staff a minimum of five on-duty personnel per twenty-four hour shift plus an on-call chief officer. This requires three additional full-time staff members. This will likely only be able to be implemented over a period of several years as the City, like other municipalities in the State of Wisconsin, is restricted by property tax levy limits.
- 2) The EMS Chief should be transitioned to a full-time position with work hours to provide chief officer coverage on weekends and during peak call volume times. Transitioning this position to full-time, working similar hours recommended for the first additional full-time Firefighter/EMT position and the paid-on-premise weekend shifts provides additional staffing for EMS and fire responses.
- 3) The Department should promote one supervisor per shift to the rank of Captain or Lieutenant to provide a consistent supervisor on each shift.

Option B	Salary	OT/SD	Outfitting	Total	Notes
5 Patrol	584,420	52,880	103,500	740,800	Half single and half family insurance
1 Detective	131,386	9,440	20,700	-	Absorbed by city budget
Squads	2	125,000		340,359	Includes outfitting
			Subtotal	<b>1,081,159</b>	
1 Dispatch	85,076	9,906	-	94,982	Family insurance
			Total	<b>1,176,141</b>	

Mill Rate Calculations				
2025 Levy	6,460,302.00			
Add. Ask	<u>1,176,141.00</u>			
	7,636,443.00	% of levy	Assessed Value	Mill Rate
Walworth	0.88	6,715,329.30	880,882,950.00	7.62
Jefferson	0.12	921,113.70	133,155,700.00	6.92
2025 Levy	6,460,302.00			
Add. Ask	<u>1,081,159.00</u>			
	7,541,461.00	% of levy	Assessed Value	Mill Rate
Walworth	0.88	6,631,804.10	880,882,950.00	7.53
Jefferson	0.12	909,656.90	133,155,700.00	6.83
				\$ Increase to Mill Rate
				0.96
				0.71

Option B + 1 EMT		Salary	OT/SD	Outfitting	Total	Notes
5 Patrol		584,420	52,880	103,500	740,800	Half single and half family insurance
1 Detective Squads	2	131,386	9,440	20,700	-	Absorbed by city budget
			125,000		250,000	Includes outfitting
				<b>Subtotal</b>	<b>990,800</b>	
1 Dispatch		85,076	9,906	-	94,982	Family insurance
				<b>Total</b>	<b>1,085,782</b>	
					<b>110,000</b>	1 EMT/FF Salary and Benefits
					<b>1,195,782</b>	

**Mill Rate Calculations**

	2025 Levy	Add. Ask	% of levy	Assessed Value	Mill Rate	\$ Increase to Mill Rate
Walworth	0.88	6,635,869.47		880,882,950.00	7.53	0.96
Jefferson	0.12	910,214.53		133,155,700.00	6.84	0.72

2025 Levy	6,460,302.00					
Add. Ask	1,195,782.00					
	<b>7,656,084.00</b>	% of levy	Assessed Value	Mill Rate	\$ Increase to Mill Rate	
Walworth	0.88	6,732,601.18	880,882,950.00	7.64	1.07	
Jefferson	0.12	923,482.82	133,155,700.00	6.94	0.82	

Option B + 2 EMT/FF	Salary	OT/SD	Outfitting	Total	Notes
5 Patrol	584,420	52,880	103,500	740,800	Half single and half family insurance
1 Detective Squads	131,386	9,440	20,700	-	Absorbed by city budget
	2	125,000		250,000	Includes outfitting
1 Dispatch	85,076	9,906		<b>990,800</b>	
			Subtotal	94,982	Family insurance
			Total	1,085,782	
				220,000	2 EMT/FF Salary and Benefits
				<b>1,305,782</b>	

**Mill Rate Calculations**

2025 Levy	6,460,302.00				
Add. Ask	1,085,782.00				
	7,546,084.00	% of levy	Assessed Value	Mill Rate	\$ Increase to Mill Rate
Walworth	0.88	6,635,869.47	880,882,950.00	7.53	0.96
Jefferson	0.12	910,214.53	133,155,700.00	6.84	0.72

2025 Levy	6,460,302.00				
Add. Ask	1,305,782.00				
	7,766,084.00	% of levy	Assessed Value	Mill Rate	\$ Increase to Mill Rate
Walworth	0.88	6,829,332.90	880,882,950.00	7.75	1.18
Jefferson	0.12	936,751.10	133,155,700.00	7.04	0.92

	Police Only Option \$1.176M		Police & 1 EMT \$1.195M		Police & 2 EMT's \$1.305M	
	Walworth	Jefferson	Walworth	Jefferson	Walworth	Jefferson
2025 Mill Rate	6.57	6.12	6.57	6.12	6.57	6.12
With Increase	7.62	6.92	7.64	6.94	7.75	7.04
Per 1,000 Increase	1.05	0.80	1.07	0.82	1.18	0.92
	<b>Increased Cost to Residents PY</b>					
	Walworth	Jefferson	Walworth	Jefferson	Walworth	Jefferson
Assessed Value						
100,000	105.00	80.00	107.00	82.00	118.00	92.00
125,000	131.25	100.00	133.75	102.50	147.50	115.00
150,000	157.50	120.00	160.50	123.00	177.00	138.00
175,000	183.75	140.00	187.25	143.50	206.50	161.00
200,000	210.00	160.00	214.00	164.00	236.00	184.00
225,000	236.25	180.00	240.75	184.50	265.50	207.00
240,100	252.11	192.08	256.91	196.88	283.32	220.89
250,000	262.50	200.00	267.50	205.00	295.00	230.00
275,000	288.75	220.00	294.25	225.50	324.50	253.00
300,000	315.00	240.00	321.00	246.00	354.00	276.00
325,000	341.25	260.00	347.75	266.50	383.50	299.00
350,000	367.50	280.00	374.50	287.00	413.00	322.00
375,000	393.75	300.00	401.25	307.50	442.50	345.00
400,000	420.00	320.00	428.00	328.00	472.00	368.00
425,000	446.25	340.00	454.75	348.50	501.50	391.00
450,000	472.50	360.00	481.50	369.00	531.00	414.00
475,000	498.75	380.00	508.25	389.50	560.50	437.00
500,000	525.00	400.00	535.00	410.00	590.00	460.00

\*Median Home Price  
in Whitewater  
240,100



# Council Agenda Item

Meeting Date: 01/07/2025

Agenda Item: Public Safety Referendum

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

## BACKGROUND

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

Members of the Common Council,

I want to take this opportunity to thank you for your support and partnership in choosing to pursue a public safety referendum. The organizational and workload study completed by Fitch & Associates made it clear that additional resources are needed, recommending the addition of eight sworn staff. As you know, we do not take the decision to pursue a referendum lightly, and one of our foremost concerns is ensuring fiscal responsibility to the taxpayers of the City of Whitewater. To that end, we have worked tirelessly to exhaust all available avenues in an attempt to avoid financial impacts related to the referendum. This includes adding equipment that increases our efficiency, obtaining grant funding for additional staff, utilizing new legislation allowing us to charge fees for certain services, and adding staff through the existing operational budget.

Specifically, the following actions have been taken to improve our police department operations outside of the referendum:

- Flock Camera System: Grant funding was utilized to outfit the City with 12 automated license plate reading cameras. The benefits of this system have been apparent, increasing our investigative capacity and increasing our efficiency.
- COPS Hiring Grant: Staff pursued a competitive grant through the Department of Justice Community Oriented Policing Services (COPS) Office. Awarded total of \$375,000 for 3 officers over a three-year period (Year 1: \$75,000, Year 2: \$35,000, Year 3: \$15,000 per officer).
- City Immigration Liaison position: Staff has worked closely with state and federal political representatives to find opportunities for funding. That effort has resulted in a federal appropriation request of \$85,000 being made for a City Immigration Liaison position. It's yet to be determined if this will be formally adopted in the 2025 federal budget.
- Detective Staffing: The Common Council approved the addition of one Detective position within the existing operational budget. This additional position has been posted both internally and externally to ensure we attract the most competitive pool of applicants possible.
- Records Specialist: As was recommended by Fitch and Associates, these positions were adjusted and recategorized in the salary resolution, to ensure the associated pay scale properly aligns with their increasingly challenging duties.

- Records Technician: As was recommended by Fitch & Associates, we plan to move the part-time Records Technician position to a full-time position through increased revenue in 2025. The increased revenue is anticipated to be realized from parking ticket increases approved by Council as well as video redaction fees that were incorporated based on new statutory language.
- Evidence Garage: The primary capital improvement recommend by Fitch & Associates was replacing the current long-term evidence storage building. \$180,000 has already been financed for this purpose, and staff are addressing this in early 2025 beginning with a request for proposals for the building design.
- Dispatch Technology: Staff are working with vendors to determine the feasibility of non-emergency call rollover between the WPD Dispatch Center and the Walworth County Dispatch Center. 911 emergency calls already rollover between dispatch centers ensuring that any such calls are answered by a live person as immediately as possible.
- Forensic Lab MOU: Beginning in 2025, our agency has 24/7 access to Waukesha Police Department’s state-of-the-art forensic lab facility. This serves to increase our investigative capacity related to electronic device downloads and also significantly increases our investigative efficiency.

Our primary objective is ensuring that we are providing the City of Whitewater with highly capable and efficient law enforcement services. We are taking every opportunity to improve our police department operations outside of the referendum, with a commitment to fiscal responsibility. Ultimately, we are simply unable to meet all the needs outlined by Fitch and Associates absent a referendum.

To that end, we recommend the following verbiage for the referendum question appear on the ballot on April 1, 2025:

“Under state law, the increase in the levy of the City of Whitewater for the tax to be imposed for the next fiscal year, 2026, is limited to 2.166% (based on the City’s best estimate), which results in a levy of \$6,600,275. Shall the City of Whitewater be allowed to exceed this limit and increase the levy for the next fiscal year, 2026, for the purpose of funding, staffing, and continuing to operate police services, by a total of 17.82% (based on the City’s best estimate), which results in a levy of \$7,776,416, and on an ongoing basis, include the increase of \$1,176,141 for each fiscal year going forward?”

Thank you for your consideration, and for providing the opportunity for the Whitewater Police Department to better serve the City of Whitewater.

**PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS**

(Dates, committees, action taken)

On November 7, 2024, the Common Council affirmed the decision to pursue a public safety referendum.

**FINANCIAL IMPACT**

(If none, state N/A)

Referendum impact: \$1,176,141

**STAFF RECOMMENDATION**

Recommended Motion: Move to approve referendum question as written.

**ATTACHMENT(S) INCLUDED**

(If none, state N/A)

1.





# Council Agenda Item

Meeting Date:	January 7, 2025
Agenda Item:	Referendum Question
Staff Contact (name, email, phone):	Rachelle Blich, <a href="mailto:rblich@whitewater-wi.gov">rblich@whitewater-wi.gov</a> , 262-473-1380

## BACKGROUND

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

Staff collaborated with legal counsel to draft a referendum question for the April 1, 2025, ballot, with a submission deadline of January 22, 2025 which was presented on December 17<sup>th</sup>. The question has been updated to reflect the option Council determined was most appropriate. All of the backup analysis work papers have been updated as well.

## PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

3/5/2024 – Council approved the contract to hire Fitch & Associates to complete an organizational workload study for the police department.

10/15/2024 – Fitch & Associates presented their findings and recommendations to Council.

11/7/2024 – Council agreed to pursue a referendum and obtain Mueller as the communications consultant.

12/17/2024 – Council agreed to consider option B with a few minor adjustments to the plan.

## FINANCIAL IMPACT

(If none, state N/A)

## STAFF RECOMMENDATION

Staff recommends approving the updated referendum question to go on the April ballot.

## ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Referendum Question
2. Supplementary documents; Final Option B, Mill Rate Yearly, Mill Rate Monthly, Fleet List, Replacement Schedule, Cash Flow Analysis for Capital, Capital List, Outfitting Costs



## Referendum Question

- Under state law, the increase in the levy of the City of Whitewater for the tax to be imposed for the next fiscal year, 2026, is limited to 2.166% (based on the City's best estimate), which results in a levy of \$6,600,275 Shall the City of Whitewater be allowed to exceed this limit and increase the levy for the next fiscal year, 2026 for the purpose of funding, staffing, and continuing to operate police services, by a total of 17.82% (based on the City's best estimate), which results in a levy of \$7,776,416, and on an ongoing basis, include the increase of \$1,176,141 for each fiscal year going forward?

Option B	Salary	OT/SD	Outfitting	Total	Notes
5 Patrol	584,420	52,880	103,500	740,800	Half single and half family insurance
1 Detective	131,386	9,440	20,700	-	Absorbed by city budget
Squads	2	125,000		340,359	Includes outfitting
			Subtotal	<b>1,081,159</b>	
1 Dispatch	85,076	9,906	-	94,982	Family insurance
			Total	<b>1,176,141</b>	

		Mill Rate Calculations			
2025 Levy	6,460,302.00				
Add. Ask	1,176,141.00				
	<u>7,636,443.00</u>	% of levy	Assessed Value	Mill Rate	\$ Increase to Mill Rate
Walworth	0.88	6,715,329.30	880,882,950.00	7.62	1.05
Jefferson	0.12	921,113.70	133,155,700.00	6.92	0.80

2025 Levy	6,460,302.00				
Add. Ask	1,081,159.00				
	<u>7,541,461.00</u>	% of levy	Assessed Value	Mill Rate	\$ Increase to Mill Rate
Walworth	0.88	6,631,804.10	880,882,950.00	7.53	0.96
Jefferson	0.12	909,656.90	133,155,700.00	6.83	0.71

	Option A \$1.83M		Option B \$1.17M		Option C \$962K	
	Walworth	Jefferson	Walworth	Jefferson	Walworth	Jefferson
2025 Mill Rate	6.57	6.12	6.57	6.12	6.57	6.12
With Increase	8.28	7.51	7.62	6.92	7.41	6.72
Per 1,000 Increase	1.71	1.39	1.05	0.80	0.84	0.60
			<b>Increased Cost to Residents Per Year</b>			
Assessed Value	Walworth	Jefferson	Walworth	Jefferson	Walworth	Jefferson
100,000	171.00	139.00	105.00	80.00	84.00	60.00
125,000	213.75	173.75	131.25	100.00	105.00	75.00
150,000	256.50	208.50	157.50	120.00	126.00	90.00
175,000	299.25	243.25	183.75	140.00	147.00	105.00
200,000	342.00	278.00	210.00	160.00	168.00	120.00
225,000	384.75	312.75	236.25	180.00	189.00	135.00
→ 240,100	410.57	333.74	252.11	192.08	201.68	144.06
250,000	427.50	347.50	262.50	200.00	210.00	150.00
275,000	470.25	382.25	288.75	220.00	231.00	165.00
300,000	513.00	417.00	315.00	240.00	252.00	180.00
325,000	555.75	451.75	341.25	260.00	273.00	195.00
350,000	598.50	486.50	367.50	280.00	294.00	210.00
375,000	641.25	521.25	393.75	300.00	315.00	225.00
400,000	684.00	556.00	420.00	320.00	336.00	240.00
425,000	726.75	590.75	446.25	340.00	357.00	255.00
450,000	769.50	625.50	472.50	360.00	378.00	270.00
475,000	812.25	660.25	498.75	380.00	399.00	285.00
500,000	855.00	695.00	525.00	400.00	420.00	300.00

\*Median Home Price  
in Whitewater  
240,100

	Option A \$1.83M		Option B \$1.17M		Option C \$962K	
	Walworth	Jefferson	Walworth	Jefferson	Walworth	Jefferson
2025 Mill Rate	6.57	6.12	6.57	6.12	6.57	6.12
With Increase	8.28	7.51	7.62	6.92	7.41	6.72
Per 1,000 Increase	1.71	1.39	1.05	0.80	0.84	0.60
			<b>Increased Cost to Residents Per Month</b>			
	Walworth	Jefferson	Walworth	Jefferson	Walworth	Jefferson
Assessed Value						
100,000	14.25	11.58	8.75	6.67	7.00	5.00
125,000	17.81	14.48	10.94	8.33	8.75	6.25
150,000	21.38	17.38	13.13	10.00	10.50	7.50
175,000	24.94	20.27	15.31	11.67	12.25	8.75
200,000	28.50	23.17	17.50	13.33	14.00	10.00
225,000	32.06	26.06	19.69	15.00	15.75	11.25
→ 240,100	34.21	27.81	21.01	16.01	16.81	12.01
250,000	35.63	28.96	21.88	16.67	17.50	12.50
275,000	39.19	31.85	24.06	18.33	19.25	13.75
300,000	42.75	34.75	26.25	20.00	21.00	15.00
325,000	46.31	37.65	28.44	21.67	22.75	16.25
350,000	49.88	40.54	30.63	23.33	24.50	17.50
375,000	53.44	43.44	32.81	25.00	26.25	18.75
400,000	57.00	46.33	35.00	26.67	28.00	20.00
425,000	60.56	49.23	37.19	28.33	29.75	21.25
450,000	64.13	52.13	39.38	30.00	31.50	22.50
475,000	67.69	55.02	41.56	31.67	33.25	23.75
500,000	71.25	57.92	43.75	33.33	35.00	25.00

\*Median Home Price  
in Whitewater  
240,100

<b>PD Capital</b>	<b>Number</b>	<b>Cost per</b>	<b>Useful Life(yrs)</b>	<b>Per Yr Budget Cost</b>
MCD Laptops	33	2,000	5	13,200.00
Surveillance Cameras				40,000.00
Body Cameras	40	4,000	5	32,000.00
UPS	1	60,000	10	6,000.00
Portable Radios	45	6,500	10	29,250.00 *
Squad Modems				12,000.00
Power DMS				6,000.00
Drone	1	20,000	5	4,000.00
Mobile radios	16	7,500	10	12,000.00
				<u>154,450.00</u>

Squad Cars - Replacement 3-5 years

Vehilce/Assett #	Year	Make	Model	VIN #	Current Mileage	Location	Yr for Replacement
27	2024	FORD	Explorer	1FM5K8AB9RGA27163	261	Police	2027-2029
24	2024	FORD	Explorer	1FM5K8AB4RGA27748	724	Police	2027-2029
26	2023	CHEVROLET	TAHOE	1GNSKLED2PR262597	31938	Police	2026-2028
25	2021	CHEVROLET	Tahoe	1GNSKLED5MR261830	59803	Police	2024-2026
21	2020	FORD	F150	1FTEW1P48LKE43802	51647	Police	2023-2025
29	2014	FORD	TAURUS	1FAHP2MK0EG182518	79847	Police	ASAP
31	2010	NISSAN	ALTIMA	1N4AL2AP2AC189484	81126	Police	ASAP
Detective/Training Cars/CSO - Replacement 5-8 years							
23	2018	FORD	Explorer Police AWD 4DR	1FM5K8AR7JGB46458	100874	Police	2023-2026
30	2018	FORD	Explorer Police AWD 4DR	1FM5K8AR9JGA72783	24306	Police	2023-2026
22	2018	FORD	Explorer Police AWD 4DR	1FM5K8AR2JGA05264	91870	Police	2023-2026
20	2017	FORD	Explorer	1FM5K8AR5HGD26256	118858	Police-CSO	2022-2025
19	2016	FORD	TAURUS	1FAHP2MKXGG126380	95461	Police	ASAP
18	2015	FORD	TAURUS	1FAHP2MK2FG159517	87926	Police	ASAP
28	2015	FORD	Explorer Police AWD 4DR	1FM5K8AR5FGC66721	80617	Police (Admin Squad)	ASAP

**Replacement Schedule Cash Flow**

Vehicle/Asset #		2025 (1)	2026 (3)	2027 (4)	2028 (4)	2029 (3)	2030 (2)	2031 (3)	2032 (3)	2033 (3)	2034 (3)	2035 (3)
27	2029					95,000			100,000			
24	2029					95,000			100,000			
26	2028				95,000			100,000				
25	2027			90,000				95,000				100,000
21	2027			90,000			95,000				100,000	
29	2025	85,000				95,000				100,000		
31	2026		85,000				95,000				100,000	
23	2028				95,000						100,000	
30	2028				95,000							100,000
22	2028				95,000							100,000
20	2027			90,000						100,000		
19	2027			90,000						100,000		
18	2026		85,000					100,000				
28	2026		85,000						100,000			
		85,000	255,000	360,000	380,000	285,000	190,000	295,000	300,000	300,000	300,000	300,000
											AVG	277,273



**Cash Flow Analysis for Capital Items**

	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	
<b>Revenues/Cash Inflows</b>												
Capital		250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	
COPS Grant Savings		225,000	105,000	45,000	-	-	-	-	-	-	-	
Outfitting Savings		-	88,500	88,500	88,500	88,500	88,500	88,500	88,500	88,500	88,500	
Total		<b>475,000</b>	<b>443,500</b>	<b>383,500</b>	<b>338,500</b>	<b>338,500</b>	<b>338,500</b>	<b>338,500</b>	<b>338,500</b>	<b>338,500</b>	<b>338,500</b>	
<b>Expenses/Cash Outflows</b>												
Squads	85,000	255,000	360,000	380,000	285,000	190,000	295,000	300,000	300,000	300,000	300,000	
Evidence Garage	180,000	-	-	-	-	-	-	-	-	-	-	
Flock	-	36,000	36,000	36,000	36,000	36,000	36,000	40,000	40,000	40,000	40,000	
Portable Radios	-	-	-	-	-	-	-	-	295,000	-	-	
Carport	-	80,000	-	-	-	-	-	-	-	-	-	
Total	<b>265,000</b>	<b>371,000</b>	<b>396,000</b>	<b>416,000</b>	<b>321,000</b>	<b>226,000</b>	<b>331,000</b>	<b>340,000</b>	<b>635,000</b>	<b>340,000</b>	<b>340,000</b>	
Fund Balance	<b>20,700</b>	<b>124,700</b>	<b>172,200</b>	<b>139,700</b>	<b>157,200</b>	<b>269,700</b>	<b>277,200</b>	<b>275,700</b>	<b>(20,800)</b>	<b>(22,300)</b>	<b>(23,800)</b>	
Chgs FB +/-		104,000	47,500	(32,500)	17,500	112,500	7,500	(1,500)	(296,500)	(1,500)	(1,500)	
Assumed Interest Rate		4.50%	4.50%	4.00%	4.00%	3.50%	3.50%	3.00%	3.00%	3.00%	3.00%	
Interest Cost Saved		97,865	104,460	96,890	74,764	45,746	66,999	58,584	109,414	58,584	58,584	771,890

**Total Outfitting Costs Per Sworn Officer**

	Initial Cost	Yearly Cost
Uniform	2,750	850
Balistic Vest	1,200	-
Boots	200	-
Handgun	650	-
Riot Gear	600	-
Gas mask	525	-
Body Camera	1,050	-
Tasers	1,700	-
Guard Ang badges	150	-
	400	-
Training	800	800
DAAT	1,250	1,250
Fuel	1,500	1,500
Office sup	800	800
Helmet	550	-
Radio	5,750	-
Evals	750	750
Time	75	-
<b>Total Cost</b>	<b>20,700</b>	<b>5,950</b>

14,750 \*Cost savings realized per sworn officer after year 1

88,500 \*Yearly savings assuming 6 sworn officers



# Common Council Agenda Item

Meeting Date:	January 7, 2025
Agenda Item:	Potential Development of 10.96 Acre Parcel of Vacant Land Located on East Main Court
Staff Contact (name, email, phone):	Taylor Zeinert <a href="mailto:tzeinert@whitewater-wi.gov">tzeinert@whitewater-wi.gov</a> 262-473-0148

## BACKGROUND

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

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

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

## PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

- The parcel is currently vacant and has historically served as farm land.
- At the December 2024 CDA meeting the board approved the purchased and recommended the property for purchase to the Common Council

## FINANCIAL IMPACT

(If none, state N/A)

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

## STAFF RECOMMENDATION

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

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

## ATTACHMENT(S) INCLUDED

(If none, state N/A)

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



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

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

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

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

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

**RE:** E. Main Court Development

**DATE:** 12 DEC 2024

---

Taylor:

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

Thank you.

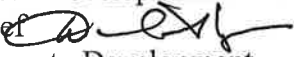
AC Ryan Dion  
Whitewater Fire/EMS



## WHITEWATER POLICE DEPARTMENT

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

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

---

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

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

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

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

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

MEMO

TO: Taylor Zeinert, Economic Development Director

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

DATE: December 9, 2024

RE: E. Main Court Development

Taylor,

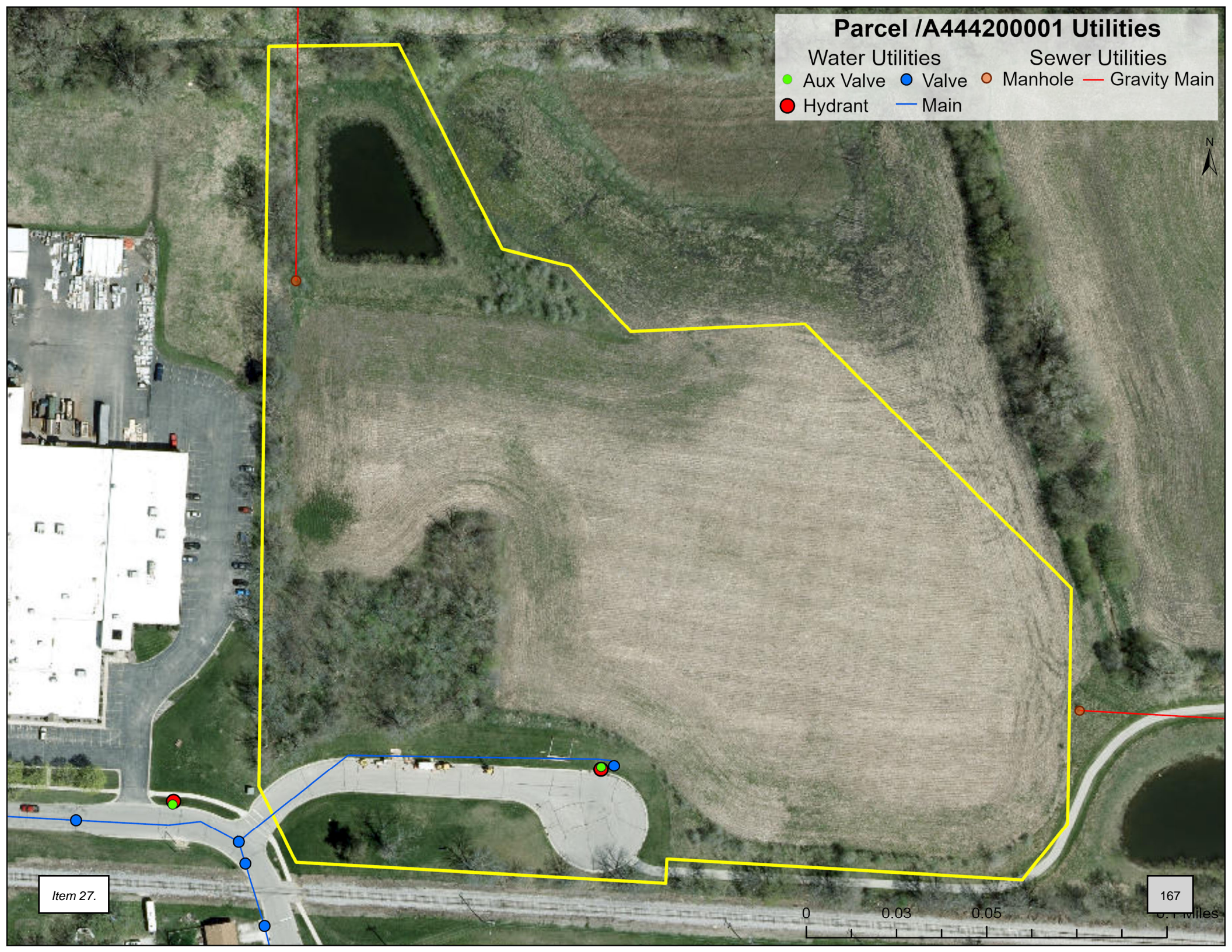
The property located on the north side of E. Main Court has access to a 10-inch water main that runs from E. Main Street to the end of the cul-de-sac. It is located in the terrace area on the north side of the street. The property is served by an 8-inch sanitary sewer, approximately 7 feet deep, which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

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

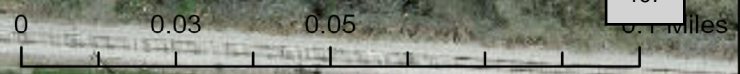
The Public Works Department would be in support of developing this property for residential use.

# Parcel /A444200001 Utilities

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



Item 27.



167

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

North Shore Legal  
Page 1 of 12, WB-13

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

1 LICENSEE DRAFTING THIS OFFER ON November 25, 2024 [DATE] IS (AGENT OF BUYER)

2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Premier Real Estate Management

4 offers to purchase the Property known as See Addendum A

5 \_\_\_\_\_

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach

7 as an addendum per line 682] in the City of Whitewater, County

8 of Walworth Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Three Hundred Seventeen Thousand, Eight Hundred Forty

10 \_\_\_\_\_ Dollars (\$ 317,840.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date

12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: none.

13 \_\_\_\_\_

14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**

15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at

17 lines 12-13) and the following: \_\_\_\_\_

18 \_\_\_\_\_

19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**

20 **and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be

22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage

23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not

24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations

25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in**

27 **an addendum per line 682.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer

29 on or before December 3, 2024.

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

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

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

33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**

35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

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

37 \_\_\_\_\_

38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,

39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**

41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**

42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**

43 **transfer instructions.**

44 **EARNEST MONEY**

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

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

47 ■ EARNEST MONEY of \$ SEE ADDENDUM A will be mailed, or commercially, electronically

48 or personally delivered within \_\_\_\_\_ days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as \_\_\_\_\_)

50 \_\_\_\_\_ ) **STRIKE THOSE NOT APPLICABLE**

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

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**

53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**

54 **disbursement agreement.**

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



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

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

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

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

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

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

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

101 "Conditions Affecting the Property or Transaction" are defined to include:

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

116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other  
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission  
118 lines located on but not directly serving the Property.

119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic  
120 substances on neighboring properties.

121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the  
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or  
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but  
124 that are not closed or abandoned according to applicable regulations.

125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic  
126 system serving the Property not closed or abandoned according to applicable regulations.

127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or  
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel  
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may  
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;  
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department  
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use  
133 or not. Department regulations may require closure or removal of unused tanks.)

134 k. Existing or abandoned manure storage facilities located on the property.

135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;  
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special  
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.

138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special  
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division  
140 involving the Property without required state or local permits.

141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit  
142 and there are common areas associated with the Property that are co-owned with others.

143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,  
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan  
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that  
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the  
147 county.

148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning  
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation  
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated  
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization  
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or  
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-  
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements  
155 other than recorded utility easements.

156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment  
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.

158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop  
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will  
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or  
162 similar group of which the Property owner is a member.

163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint  
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but  
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,  
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of  
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.

168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an  
169 existing condition.

170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting  
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or  
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other  
177 Defect or material condition.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

266 **ALL THAT APPLY**  conventional in-ground;  mound;  at grade;  in-ground pressure distribution;  holding  
267 tank;  other: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

Property Address: See Addendum A, Whitewater, WI

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

437 no later than \_\_\_\_\_ (the Deadline). If closing does not occur by the Deadline, this Offer shall  
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a  
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close  
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of  
441 bridge loan shall not extend the closing date for this Offer.

442  **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another  
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within \_\_\_\_\_ hours ("72" if  
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

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

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

448 (3) Any of the following checked below:

449  Proof of bridge loan financing.

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

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

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

455  **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon  
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer  
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other  
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to  
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days ("7"  
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this  
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may  
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time  
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is  
465 stricken).

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

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

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

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

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

474 APPLIES IF NO BOX IS CHECKED.

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

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

478  \_\_\_\_\_

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**  
480 **substantially different than the amount used for proration especially in transactions involving new construction,**  
481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**  
482 **assessor regarding possible tax changes.**

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

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

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
 490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
 491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
 492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
 493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land  
 494 Disclosure Report and in this Offer, general taxes levied in the year of closing and \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

539 **DEFINITIONS**

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

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



545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

696 (x) Calvin Akin 11/25/2024  
697 Buyer's Signature ▲ Print Name Here ▶ **Premier Real Estate Management** Date ▲

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

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

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

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

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

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

## ADDENDUM A TO VACANT LAND OFFER TO PURCHASE

**THIS ADDENDUM A** represents additional provisions to that certain Vacant Land Offer to Purchase (the "**Offer**") dated November 25, 2024 by Premier Real Estate Management, LLC, a Wisconsin limited liability company and/or assigns (the "**Buyer**") to the City of Whitewater, a Wisconsin municipal corporation located in Winnebago County, Wisconsin (the "**Seller**"), regarding the purchase and sale of that certain property described in Section 1 below. Buyer and Seller, each a "**Party**" shall collectively be referred to herein as the "**Parties**". The Parties hereto agree that in the event the provisions of this Addendum A conflict with those of the Offer, the provisions of this Addendum A shall supersede anything to the contrary contained in the Offer. The Offer and this Addendum A, when accepted, shall sometimes collectively be referred to as the "**Agreement**". For the purposes hereof, the term "**Effective Date**" shall mean the date this Agreement is fully executed by the Buyer and the Seller.

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

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

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

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

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

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

### **4. Deliveries at Closing.**

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

- (i) A Special Warranty Deed;
- (ii) Evidence of organizational authority as required by the Title Company;
- (iii) Affidavit as to construction liens and possession;

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

**5. Title Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

**BUYER:**

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

By:  \_\_\_\_\_  
**Calvin M. Akin, Sole Member**

Date: 11/25/2024

**ACCEPTANCE**

**SELLER:**

**City of Whitewater**

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

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

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

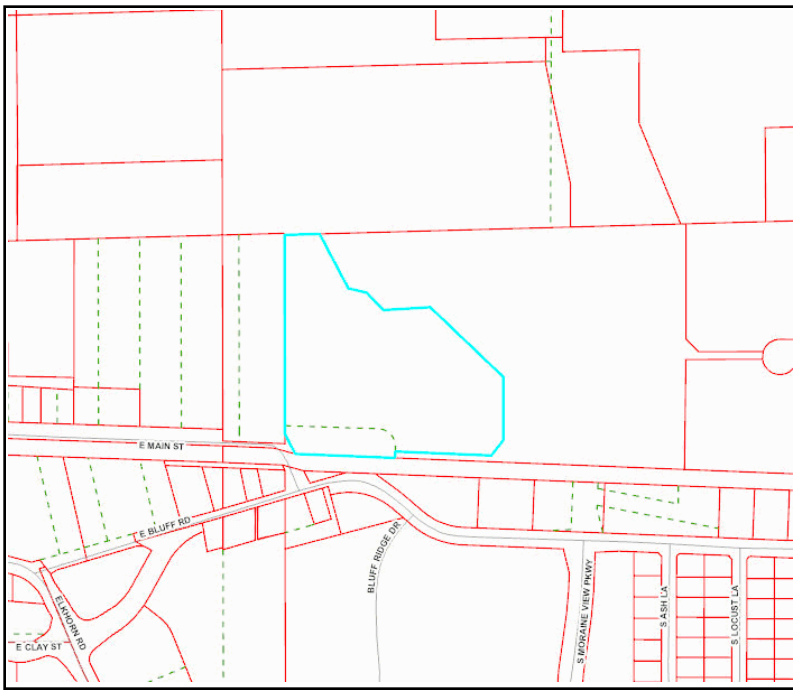
**Date:**

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

**Attorney Joe A. Goldberger  
North Shore Legal  
13460 N. Silver Fox Drive  
Mequon, Wisconsin 53097  
[jqgoldbercier@anslaw.com](mailto:jqgoldbercier@anslaw.com)**



# Walworth County, WI Land Information Division



### Property Details

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

### Owner Information

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

### 2023 Valuation Information

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

### Tax Information

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

### Tax Jurisdictions

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

### Elected Officials / Voting Districts

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

### Special Assessments / Charges

### Soil Classification

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

### Property Address

### Legal Description

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

### Disclaimer

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

# PRE / 3™

## Development Information

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### Contacts

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

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

## PRE/3 Company Summary

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

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

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

## Relevant Recent Developments

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

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

701 K Street, Reedsburg, WI 53959

Nicolet Construction

<https://heathervalleyapartments.com/>

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

9117 Clayton Avenue, Neenah, WI 54956

Nicolet Construction

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

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

1456 Pleasant Drive, Plover, WI 54467

Nicolet Construction

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

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

Nicolet Construction

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

Nicolet Construction

## Community References

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

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

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

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

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

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

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

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

## Project Description

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

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

## Development Incentives

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

## Example Exterior Photos

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**Example Interior Photos**

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**Floor Plans**

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



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



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



## Example Finish Materials

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



# Common Council Agenda Item

Meeting Date:	January 7, 2025
Agenda Item:	Potential Development of 67 Acre parcel of vacant land
Staff Contact (name, email, phone):	Taylor Zeinert <a href="mailto:tzeinert@whitewater-wi.gov">tzeinert@whitewater-wi.gov</a> 262-473-0148

## BACKGROUND

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

This memo is to inform you of the City of Whitewater’s engagement with Neumann Companies and John Hoffmann concerning the development of a parcel near the high school.

Neumann Companies has proposed a significant residential project for this area, which encompasses the portion of Tax Parcel WUP 00324 lying northerly of the Hwy. 12 By-Pass and the portion of Tax Parcel WUP 00325 lying northerly of the Hwy. 12 By-Pass and easterly of Indian Mound Parkway (collectively referred to as the “Subject Parcel”), consisting of approximately 67 acres.

Neumann Companies plans to develop the Subject Parcel into a vibrant residential community, including:

- Approximately 150 single-family homes
- 60 multi-family apartment units

This development aligns with the City’s goals of fostering residential growth and providing diverse housing options for our community.

The City and Neumann Companies have established a framework for this development through a Letter of Intent (LOI). Key terms and responsibilities outlined in the LOI include:

### Developer’s Responsibilities:

- Sanitary Sewer Infrastructure:**
  - The Developer will assume responsibility for installing sanitary sewer infrastructure through Parcel WUP 00324.
- Future Sewer Availability:**
  - Within five (5) years of commencing development on Parcel WUP 00324, the Developer will extend the sanitary sewer line to Parcel WUP 00325.

### City’s Support:

- Tax Increment Financing (TIF):**
  - The City intends to recommend to the CDA the provision of TIF support up to 90% of the total increment generated by the project, structured as a Pay-Go arrangement. No funds will be disbursed until the project generates incremental tax revenue.
- Affordable Housing Policy Fund:**
  - Staff will recommend that \$400,000 from the Affordable Housing Policy fund be allocated to assist with off-site infrastructure costs and to defer other upfront expenses. This funding will be provided at the closing of the Subject Parcel sale from Hoffmann Lands, Ltd. to the Developer.

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This LOI is non-binding and serves as a framework for future discussions and agreements. A formal Development Agreement, along with other necessary documentation, will be executed to solidify the obligations and responsibilities of all parties.

We believe this project represents a significant opportunity for Whitewater to address housing needs, enhance community growth, and support infrastructure development. Staff will continue to work closely with the Developer and other stakeholders to ensure the successful implementation of this project.

---

**PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS**

(Dates, committees, action taken)

- The parcel is currently vacant and has historically served as farm land.
- The CDA approved the LOI at the December Meeting and is recommending it for Common Council approval

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**FINANCIAL IMPACT**

(If none, state N/A)

- 90% TIF incentive (this mirrors the previous incentive given to the prior development)
- \$400,000 from the affordable housing fund

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**STAFF RECOMMENDATION**

Staff's recommendation is to move the approve the LOI:

Suggested Motion: "I move to approve to the LOI as presented.

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**ATTACHMENT(S) INCLUDED**

(If none, state N/A)

- Letter of Intent between the City of Whitewater and Neumann Companies
  - Letter of Support from Whitewater PD
  - Letter of Support from Public Works Department
  - Offer to Purchase between Neumann Companies and Hoffman Lands LLC
  - Anticipated TIF numbers from Kristen Fish-Petersen
-

MEMO

TO: Taylor Zeinert, Economic Development Director

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

DATE: December 6, 2024

RE: Nuemann Development on Hoffmann Property

Taylor,

This letter represents the Department of Public Works support for the development of the Hoffmann lands east of Indian Mound Parkway and north of Highway 12. This property has been looked at a few times for residential development and it would be a great addition to the City.

In regards to access, the property has frontage along Walworth Avenue in two locations. The eastern frontage is approximately 720 feet in length and the western frontage is approximately 340 feet in length. Both of these locations could easily support access onto Walworth Avenue. Access could also be provided off of Indian Mound Parkway, however, access would best be suited to the northern half of Indian Mound Parkway due to the rise in the street as it goes to the south to get over Highway 12. Walworth Avenue is classified as a Minor Arterial. In 2018 (the last time DOT did a traffic count) it had an Average Annual Daily Traffic count of 2800 vehicles. The street can accommodate upwards of 10,000 vehicles a day. The residential development of this property will not cause any traffic related concerns.

Regarding utilities, there is a 12" watermain that runs south approximately 900 feet from the intersection of Walworth Avenue and Woodland Drive and then runs east onto the school property. 12" watermain is also located along the entire stretch of Walworth Avenue and Indian Mound Parkway. In order to serve this property with sanitary sewer it will need to be extended from a manhole that is located on the south side of Highway 12 just west of the railroad tracks. The sanitary sewer would parallel Highway 12 on the southside and then head north through an already installed casing under Highway 12 and into the property being developed. The 10 inch sanitary sewer has sufficient capacity for this proposed development. We believe the entire site can be served by gravity sewer. The developer would need to make provisions for stormwater management within the site.


The Public Works Department is fully in support of developing this property for residential use and views it as a great addition to the City.



## WHITEWATER POLICE DEPARTMENT

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

**To:** Taylor Zeinert, Economic Development Director  
**From:** Dan Meyer, Police Chief   
**RE:** Expected Impact of Property Development  
**Date:** November 26, 2024

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The police department has reviewed the proposed property development that would result in the addition of approximately 150 single family homes and 60 apartments in the area near W. Walworth Ave. and Indian Mound Blvd. While specific plans are not yet available, call data for similarly situated property in the city can be analyzed to project the approximate impact of such a development on future police call volume.

### Impact of Apartment Complex

In order to provide an estimate of the call volume that may be associated with the apartment complex in the development (60 units), call data was analyzed for the following addresses (120 units total), which are similar in housing type to the proposed development:

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

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

### Impact of Single-Family Homes

In order to provide an estimate of the call volume that may be associated with the single-family homes in the development (150 units), call data was analyzed for the following addresses (151 units total), which are similar in housing type to the proposed development:





## WHITEWATER POLICE DEPARTMENT

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312 W. Whitewater Street • P.O. Box 117 • Whitewater, WI 53190  
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- Peninsula Ln. (15 homes)
- Tower Hill Pass (37 homes)
- Bluemound Dr. (3 homes)
- W. Bloomingfield Dr. (22 homes) (1200 and 1300 block only)
- Stonefield Ln. (3 homes)
- Black River Ct. (12 homes)
- Turtle Mound Ln. (13 homes)
- Turtle Mound Cir. (6 homes)
- Eagle Ct. (6 homes)
- Panther Ct. (8 homes)
- Moundview Pl. (11 homes)
- W. Laurel St. (15 homes)

In the two-year period from January 1, 2022 through Dec. 31, 2023, a collective total of 162 calls for service were made from these addresses, for an annual average of 81 calls for service. Given the fact that the properties analyzed comprises approximately the same number of single-family homes as the proposed development, we would anticipate a similar number of calls for service for the proposed development. That call volume is low, and would be a low impact on overall police department call volume, which exceeds 12,000 calls annually.

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

1 LICENSEE DRAFTING THIS OFFER ON November 15, 2024 [DATE] IS (AGENT OF BUYER)

2 (~~AGENT OF SELLER/LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) [~~STRIKE THOSE NOT APPLICABLE~~]

3 The Buyer, Neumann Developments, Inc, or its assigns

4 offers to purchase the Property known as See Rider

5 \_\_\_\_\_

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach

7 as an addendum per line 682] in the City of Whitewater, County

8 of Walworth Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Two Million, Two Hundred Fifty Thousand

10 Dollars (\$ 2,250,000.00 ).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date

12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: See Rider

13 \_\_\_\_\_

14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**

15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at

17 lines 12-13) and the following: See Rider

18 \_\_\_\_\_

19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**

20 **and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be

22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage

23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not

24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations

25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in**

27 **an addendum per line 682.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer

29 on or before November 19, 2024 NOV. 22, 2024

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

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

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

33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**

35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on See Rider

37 \_\_\_\_\_

38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,

39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**

41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**

42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**

43 **transfer instructions.**

44 **EARNEST MONEY**

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

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

47  **EARNEST MONEY** of \$ 25,000.00 will be mailed, or commercially, electronically

48 or personally delivered within 5 days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as Frontier Title

50 \_\_\_\_\_) [~~STRIKE THOSE NOT APPLICABLE~~]

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

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**

53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**

54 **disbursement agreement.**

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

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

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

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

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

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

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has  
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in  
96 Seller's Vacant Land Disclosure Report dated \_\_\_\_\_ NA \_\_\_\_\_, which was received by Buyer prior to Buyer  
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**  
98 and **Not provided**

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

100 \_\_\_\_\_  
101 "Conditions Affecting the Property or Transaction" are defined to include:

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

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

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.  
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).  
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a  
181 lease agreement or an extension of credit from an electric cooperative.  
182  **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within \_\_\_\_\_ days ("15" if left blank) after acceptance  
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,  
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation  
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,  
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with  
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This  
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice  
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or  
190 payback obligation.  
191 **CAUTION:** If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such  
192 programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program  
193 such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not  
194 continued after sale. The Parties agree this provision survives closing.  
195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)  
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive  
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders  
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the  
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the  
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL  
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan  
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,  
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program  
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit  
205 <https://dnr.wisconsin.gov/topic/forestry> .  
206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that  
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural  
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.  
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's  
210 Equalization Bureau or visit <http://www.revenue.wi.gov/> .  
211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such  
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the  
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or  
214 visit <http://www.datcp.state.wi.us/> for more information.  
215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.  
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant  
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as  
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.  
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service  
220 Agency office or visit <http://www.fsa.usda.gov/> .  
221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with  
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000  
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards  
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that  
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must  
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/> .  
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland  
228 zoning restrictions, if any.  
229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares  
230 where one or both of the properties is used and occupied for farming or grazing purposes.  
231 **CAUTION:** Consider an agreement addressing responsibility for fences if Property or adjoining land is used and  
232 occupied for farming or grazing purposes.  
233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,  
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely  
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning  
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses  
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,  
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental  
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the  
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain  
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).

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

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or  
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on  
246 lines 256-281 shall be deemed satisfied unless Buyer, within 180 days ("30" if left blank) after acceptance, delivers: (1)  
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence  
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,  
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions  
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: See Rider

252

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

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

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

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

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

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

274

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

277  electricity \_\_\_\_\_;  gas \_\_\_\_\_;  sewer \_\_\_\_\_;

278  water \_\_\_\_\_;  telephone \_\_\_\_\_;  cable \_\_\_\_\_;

279  other \_\_\_\_\_

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

282  **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller)  **STRIKE ONE** ("Buyer" if neither  
283 stricken) obtaining the following, including all costs: a  **CHECK ALL THAT APPLY**  rezoning;  conditional use permit;  
284  variance;  other \_\_\_\_\_ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within 180 days of  
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

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

293

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

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

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

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

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

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

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

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

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

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

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

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

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

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

333 This contingency shall be deemed satisfied unless Buyer, within 180 days ("15" if left blank) after acceptance, delivers  
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the  
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

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

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

344 If Seller has the right to cure, Seller may satisfy this contingency by:

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

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

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

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

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

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

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

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

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

355  **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
356 \_\_\_\_\_ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within \_\_\_\_\_ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$

358 \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial

359 monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Buyer acknowledges that lender's

360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees

362 to pay discount points in an amount not to exceed \_\_\_\_\_ % ("0" if left blank) of the loan. If Buyer is using multiple loan

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

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

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

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

372  **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed \_\_\_\_\_%. The initial interest rate  
373 shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% ("2" if  
374 left blank) at the first adjustment and by not more than \_\_\_\_\_% ("1" if left blank) at each subsequent adjustment.

375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus \_\_\_\_\_% ("6" if  
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

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

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

381 (1) signed by Buyer; or

382 (2) accompanied by Buyer's written direction for delivery.

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

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

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

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

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

396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or

397 (2) the Deadline for delivery of the loan commitment on line 357,

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

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

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

407 (2) \_\_\_\_\_  
408 \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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



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

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

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

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

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

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

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

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

437 no later than \_\_\_\_\_ (the Deadline). If closing does not occur by the Deadline, this Offer shall  
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a  
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close  
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of  
441 bridge loan shall not extend the closing date for this Offer.

442  BUMP CLAUSE: If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another  
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within \_\_\_\_\_ hours ("72" if  
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

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

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

447 (3) Any of the following checked below:

448  Proof of bridge loan financing.

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

451 Other: \_\_\_\_\_

452 \_\_\_\_\_  
453 insert other requirements, if any (e.g., payment of additional earnest money, etc.)

454  SECONDARY OFFER: This Offer is secondary to a prior accepted offer. This Offer shall become primary upon  
455 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer  
456 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other  
457 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to  
458 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days ("7"  
459 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this  
460 Offer becomes primary.

461 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may  
462 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time  
463 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) ~~BUYER~~ ("Buyer" if neither is  
464 stricken).

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

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

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

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

471  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
472 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE  
473 APPLIES IF NO BOX IS CHECKED.

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

475  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior

476 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

477  \_\_\_\_\_

478 CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be  
479 substantially different than the amount used for proration especially in transactions involving new construction,  
480 extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local  
481 assessor regarding possible tax changes.

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

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

488 **TITLE EVIDENCE**

489 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
 490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
 491 provided herein), free and clear of all liens and encumbrances, except municipal and zoning ordinances and agreements  
 492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
 493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land  
 494 Disclosure Report and in this Offer, general taxes levied in the year of closing and See Rider

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

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

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

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

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

516 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
 517 objections to title within 30 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In  
 518 such event, Seller shall have 15 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to  
 519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to  
 520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the  
 521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver  
 522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not  
 523 extinguish Seller's obligations to give merchantable title to Buyer.

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

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

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

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

539 **DEFINITIONS**

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

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

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

597 If Buyer defaults, Seller may:

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

601 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

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

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

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

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

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**  
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption  
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding  
649 FIRPTA.

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

655 **ADDITIONAL PROVISIONS/CONTINGENCIES** See Rider, Buyer is a licensed Broker in the State of  
656 Wisconsin

657 \_\_\_\_\_  
658 \_\_\_\_\_  
659 \_\_\_\_\_  
660 \_\_\_\_\_

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

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

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

667 Name of Buyer's recipient for delivery, if any: \_\_\_\_\_

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

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

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

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

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

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

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

678 Email Address for Seller: stylefrontvl@gmail.com

679 Email Address for Buyer: blindgren@neumanncompanies.com

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

682  **ADDENDA**: The attached See Rider, Exhibit A is/are made part of this Offer.

683 This Offer was drafted by [Licensee and Firm] Bryan Lindgren, Neumann Developments Inc.

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

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

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

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

696 (x) \_\_\_\_\_ **November 15, 2024**  
697 Buyer's Signature ▲ Print Name Here ▶ Neumann Developments, Inc. Date ▲  
By: Bryan Lindgren, its President

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

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

704 (x) By: John E Hoffmann John E Hoffmann, President 11/22/24  
705 Seller's Signature ▲ Print Name Here ▶ Date ▲

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

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

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

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

The following terms and conditions of this RIDER TO WB-13 VACANT LAND OFFER TO PURCHASE ("Rider") are made a part of the attached, completed WB-13 Vacant Land Offer to Purchase form (the "Form") for the real property identified in Lines 4-7 of the Form and Section 1 of this Rider (the "Property"), by and between the undersigned buyer ("Buyer") and the undersigned seller ("Seller"). In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of the remaining portions of the Form, the terms of this Rider shall control. The Form and this Rider are hereinafter collectively referred to as the "Offer."

1. Property Description. The Property is generally described as approximately 67 acres of land located within portions of Tax Keys #WUP00325 and #WUP00324, in the City of Whitewater, Wisconsin. This property is further depicted on Exhibit A and contemplates the area required to develop the residential subdivision as noted thereon. This offer includes, without limitation, land, and all other improvements, fixtures, easements, licenses, permits and all other rights, title and interest appurtenant and otherwise relating thereto.

2. Additional Representations and Warranties of Seller. In addition to any other representations and warranties set forth in this Offer, Seller hereby represents and warrants to Buyer that, to the best of his knowledge and belief, the Property has been operated in compliance with all federal, state, county, municipal or other government standards, laws, ordinances, statutes, regulations and requirements. The Property has been operated in compliance with all applicable private restrictions, covenants, rules, standards and requirements.

3. Reliance. Seller acknowledges that all representations and warranties made in this Offer, including, but not limited to, those representations and warranties in Section 2 of this Rider, are true and correct as of the date hereof and shall survive the Closing of this transaction. Seller further acknowledges that such representations and warranties are made herein by Seller as a material inducement to Buyer's entering into this Offer and that Buyer is entitled to rely on these representations and warranties. Proceeding to the Closing of this transaction shall be deemed a recertification by Seller to Buyer that the representations and warranties made in this Offer are true and correct as of the date of Closing and shall survive the Closing of this transaction.

4. Disclosure Information. Within 5 days of Acceptance, Seller shall deliver to Buyer the following true, correct and complete written disclosures: a completed Disclosure Report; copies of any and all leases, contracts, environmental reports and filings, surveys, test results, title evidence, engineering data, soil and geotechnical tests, plans (including, but not limited to building, grading, drainage and landscape plans), documentation relating to public infrastructure, services or utilities and all other information, documents and materials relating to the Property available to Seller or in Seller's possession that may be relevant to a reasonable buyer's decision to purchase the Property or relevant to

the terms of such purchase (collectively, the "Disclosure Information"). Seller shall provide any additional or supplemental documents or information relating to the Disclosure Information to Buyer within three business days of such documents or information becoming available to Seller, but in any case Seller shall provide all such documents and information to Buyer prior to Closing.

5. Conditions to Buyer's Obligation to Close. In addition to any and all other conditions and contingencies in this Offer, Buyer's obligation to close this transaction is conditioned upon the consummation of all of the following to Buyer's satisfaction (in its sole discretion), within one hundred and eighty (180) days of Acceptance (the "Condition Period"), subject to extension as outlined in this Offer:

5.1 Obtaining inspection reports (acceptable to Buyer in its sole discretion and at Buyer's cost and expense) describing the overall physical and environmental condition of the Property, including, but not limited to, performing a Phase I Environmental Assessment of the Property, a survey of the Property, soils inspections, and any other inspection required by Buyer to determine whether the condition of the Property is suitable for Buyer's Intended Use (as defined in Section 11 of this Rider).

5.2 Reviewing the financial prospectus for the Property and the Disclosure Information in Buyer's sole discretion. This financial due diligence contemplates the approval of a Tax Incremental Financing agreement between the City of Whitewater and the Buyer along with approval by a Joint Review Board of said agreement.

5.3 Obtaining such governmental or other approvals necessary or desired to allow Buyer to develop the Property for Buyer's Intended Use, including, but not limited to, annexation, rezoning, sanitary sewer availability, water availability, conditional use permits, preliminary and final subdivision plat approval, development agreements, access and curb cuts, environmental permits and any other matters required to develop the Property for Buyer's Intended Use (collectively the "Approvals"). Seller agrees to fully cooperate with Buyer and to use its best efforts in assisting Buyer in obtaining the Approvals (including applying for any rezones, plat approvals, permits, annexations, etc.).

6. Title Commitment. Seller shall cause, at Seller's expense, Frontier Title Insurance Company (the "Title Company") to issue to Buyer a current title insurance commitment for an ALTA Owner's Policy of Title Insurance (the "Title Commitment") showing the status of title to the Property and all exceptions, including easements, restrictions, rights-of-way, covenants, reservations and other conditions, if any, affecting the Property which would appear in an ALTA Owner's Policy of Title Insurance, if issued.

7. Satisfaction/Waiver/Extension of Conditions and Contingencies. Buyer and Seller agree to cooperate in attempting to satisfy all of Buyer's conditions and contingencies to Closing described in this Offer. Prior to the end of the Condition Period, Buyer shall have the right to extend all contingencies set forth in this Agreement for another ninety (90) days if Buyer provides written notice to Seller of its intent to extend the contingencies prior to the expiration of the Condition Period, as may be extended. If any of such conditions or contingencies is not satisfied within the applicable time period, as may be

extended, Buyer may terminate this Offer by giving written notice to Seller at any time on or before 5 business days following expiration of such time period. In the event Buyer has NOT exercised the right to extend the Condition Period, upon such termination, this Offer shall be null and void and all Earnest Money paid shall be returned immediately to Buyer. In the event Buyer has extended the Condition Period, all Earnest Money paid shall be retained by Seller and this Offer shall be null and Void.

8. Closing. Closing shall occur within thirty (30) calendar days following the earlier of the satisfaction of the Conditions to Buyer's Obligation to Close or the termination of the Condition Period. At Closing, Seller shall deliver the following closing documents pursuant to the following terms and conditions:

8.1 Deed. Seller shall convey the Property by good and sufficient general warranty deed, subject only to the Permitted Exceptions.

8.2 Assignment of Rights, Permits, Licenses and Approvals. Seller shall deliver to Buyer an assignment of all of Seller's rights, title and interest relating to the Property, including, but not limited to, any and all assignable, plans, certificates, licenses, permits, authorizations and approvals relating to the Property (collectively, the "Assignment Rights"). Seller shall deliver to Buyer copies or originals, as applicable, of all documentation relating to the Assignment Rights. Unless otherwise agreed, Buyer may refuse to accept any or all of the Assignment Rights.

8.3 Lien Waivers. Seller shall deliver an affidavit to the Title Company at Closing regarding possession rights relating to the Property and stating that all work performed or materials furnished for the Property have been fully paid for and Seller shall provide Buyer with appropriate lien waivers from any and all contractors, subcontractors, laborers or materialmen furnishing labor or material for the improvement of the Property prior to Closing.

8.4 Other Documents. Seller shall deliver to Buyer a Wisconsin Real Estate Transfer Return; broker's lien affidavit; gap affidavit; closing statement; certification of payment or required payoffs for all taxes, assessments, utilities, charges, judgments, liens and mortgages affecting the Property; and any and all other documents, supporting documentation, certifications, affidavits, etc. that counsel for Buyer or the Title Company may reasonably request to consummate the transactions contemplated by this Offer.

9. Binding on Successors. The rights and obligations of the Parties hereto shall inure to the benefit of and be binding upon their personal representatives, heirs, successors and assigns.

10. Assignment. Buyer may assign its rights and obligations hereunder without Seller's consent and upon any such assignment in good faith the Buyer assigning its rights shall be released from all future obligations and liabilities hereunder. Seller shall not assign this Offer without Buyer's written consent.




11. Buyer's Intended Use. For purposes of this Offer, the phrase "Buyer's intended use of the Property" and all similar words and phrases shall include, but not be limited to, to develop the Property for residential homes.

12. Future Sewer Availability. Buyer acknowledges that Seller owns land on the west side of Indian Mound Parkway (the "Western Land") that needs sanitary sewer availability in order to sell and/or develop said land. Buyer guarantees that within five years of commencing development of the property, the sanitary sewer line will be extended and made available to parcel WUP#00325. Buyer further agrees to design the sanitary sewer route within one year of purchase so that, in the event the seller is able to negotiate a contract to sell and develop the Western Land, the prospective buyer of the parcel is able to install sewer to the Western Lands in advance of the five year period. In the event this happens, the Buyer agrees to provide a temporary easement to the would-be buyer.

BUYER:

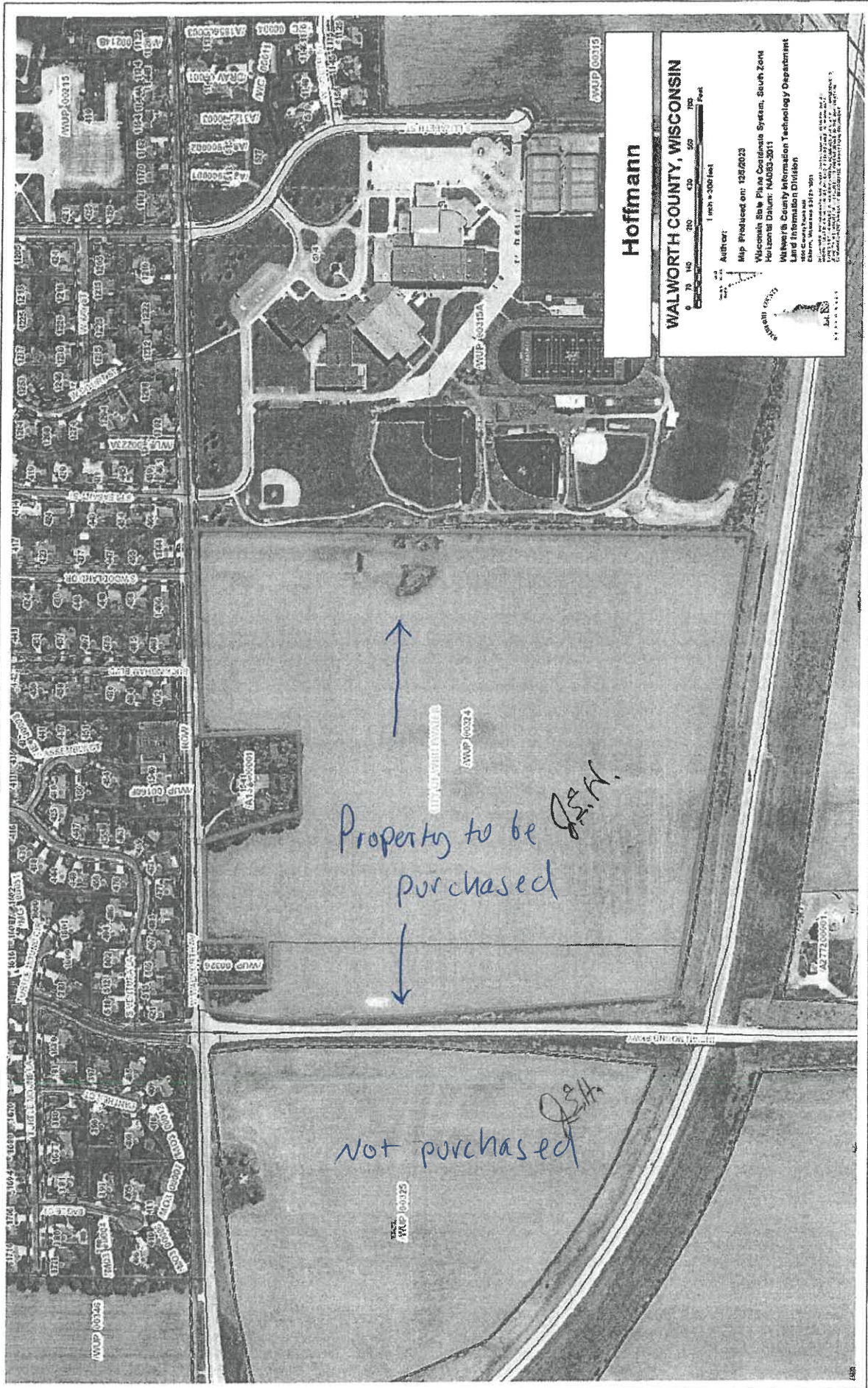
NEUMANN DEVELOPMENTS, INC.

Dated this 15 day of November 2024 By:   
Bryan Lindgren, its President

SELLER:

Dated this 22 day of November 2024  
By: Hoffmann Lands Ltd  
John E Hoffmann  
Its: President

# Exhibit A



To: Steve DeCleené, President of Neumann Companies  
From: Taylor Zeinert, Economic Development Director  
RE: Future Development of /WUP 00324 and /WUP 00325

This Letter of Intent (LOI) outlines the proposed terms and conditions between the City of Whitewater (hereinafter referred to as “the City”) and Neumann Companies (hereinafter referred to as “the Developer”) concerning the development of land described as that portion of Tax Parcel/ WUP 00324 lying northerly of Hwy. 12 By-Pass and that portion of Tax Parcel /WUP 00325 lying northerly of the Hwy. 12 By-Pass and easterly of Indian Mound Parkway consisting of approximately 67 acres (the “Subject Parcel”) and the assignment of responsibilities previously held by the City under the Offer to Purchase.

This LOI serves as a framework for future agreements and does not constitute a legally binding agreement unless expressly stated otherwise.

Neumann Companies, as the assignee of the Offer to Purchase or through the execution of a new Offer to Purchase, agrees to assume all obligations and conditions previously assigned to the City regarding the development of the Subject Parcels, including but not limited to:

1. **Sanitary Sewer Infrastructure:** Neumann Companies will assume responsibility for the installation of sanitary sewer infrastructure through Parcel /WUP 00324, as initially outlined in the Offer to Purchase.
2. **Future Sewer Availability:** Neumann Companies guarantees that within five (5) years of commencing development of Parcel /WUP 00324, the sanitary sewer line will be extended and made available to Parcel /WUP 00325, which lies north of the US Highway 12 By-Pass.

These responsibilities will transfer to Neumann Companies as part of this agreement, and Neumann Homes agrees to perform all obligations in accordance with applicable regulations and approvals.

In consideration of Neumann Companies assuming the responsibilities outlined above, the City agrees to support the project through Tax Increment Financing (TIF) for the costs associated with infrastructure improvements and other development-related expenses. The City intends to recommend to the Community Development Authority (CDA) TIF support, up to 90% of the total increment generated by the project, to assist with these costs.

Date: \_\_\_\_\_, 2024

**HOFFMANN LANDS, LTD.**

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

John E. Hoffmann

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

Date: \_\_\_\_\_, 2024

**City of Whitewater Project Worksheet  
TID**

Project Description  
 Location  
 Size  
 Number of Buildings  
 Timeline  
 Request  
 Construction Costs  
 But For

**Sources/Uses**

Uses/Sources	Total	Owner	Bank	City/TIF
Land				\$ -
Hard Costs				
Soft Costs			\$ -	
Totals		\$ -		

Guarantee  
 Clawback

## Single Project Projection Worksheet

### TID XX

### XXXXXX County

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

Base Value	
Appreciation Factor	0.50%
Base Tax Rate	\$ 18.20
Rate Adjustment Factor (3 years)	-1.00%
Tax Exempt Discount Rate	4.25%
Taxable Discount Rate	5.50%

Construction Cost, Unit One	59,985.00
Construction Cost, Unit Two	-
Construction Cost, Unit Three	-
Assessment as % of Construction cost	85%
Land Value Contributed	
Land included in IRR?	No

Construction year	Assessed Increment Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue / Budget Year	Tax Rate	Requested Project Support	Tax Increment	Annual Cash Flow	Cumulative Cash Flow	Tax Exempt NPV Calculation	Taxable NPV Calculation
1	2022	2023	-	-	2024	\$ 19.22	-	-	-	-	-	-
2	2023	2024	-	-	2025	\$ 19.03	-	-	-	-	-	-
3	2024	2025	-	-	2026	\$ 18.84	-	-	-	-	-	-
4	2025	2026	-	6,000,000	2027	\$ 18.65	(100,705)	111,895	11,189	11,189	8,717	8,115
5	2026	2027	30,000	22,030,000	2028	\$ 18.65	(369,757)	410,841	41,084	52,274	39,417	36,358
6	2027	2028	110,150	28,140,150	2029	\$ 18.65	(472,311)	524,790	52,479	104,753	77,033	70,553
7	2028	2029	140,701	34,280,851	2030	\$ 18.65	(447,516)	639,309	191,793	296,545	208,904	189,010
8	2029	2030	171,404	40,452,255	2031	\$ 18.65	(678,960)	754,400	75,440	371,985	258,659	233,175
9	2030	2031	202,261	46,654,516	2032	\$ 18.65	(783,060)	870,067	87,007	458,992	313,704	281,456
10	2031	2032	233,273	52,887,789	2033	\$ 18.65	(887,681)	986,312	98,631	557,623	373,559	333,334
11	2032	2033	264,439	59,152,228	2034	\$ 18.65	(992,825)	1,103,139	110,314	667,937	437,775	388,332
12	2033	2034	295,761	59,447,989	2035	\$ 18.65	(997,789)	1,108,654	110,865	778,802	499,681	440,724
13	2034	2035	297,240	59,745,229	2036	\$ 18.65	(1,002,778)	1,114,198	111,420	890,222	559,360	490,632
14	2035	2036	298,726	60,043,955	2037	\$ 18.65	(1,007,792)	1,119,769	111,977	1,002,199	616,892	538,175
15	2036	2037	300,220	60,344,175	2038	\$ 18.65	(1,012,831)	1,125,367	112,537	1,114,736	672,354	583,465
16	2037	2038	301,721	60,645,896	2039	\$ 18.65	(1,017,895)	1,130,994	113,099	1,227,835	725,822	626,609
17	2038	2039	303,229	60,949,125	2040	\$ 18.65	(1,022,984)	1,136,649	113,665	1,341,500	777,367	667,708
18	2039	2040	304,746	61,253,871	2041	\$ 18.65	(1,028,099)	1,142,332	114,233	1,455,733	827,057	706,859
19	2040	2041	306,269	61,560,140	2042	\$ 18.65	(1,033,240)	1,148,044	114,804	1,570,538	874,960	744,154
20	2041	2042	307,801	61,867,941	2043	\$ 18.65	(1,038,406)	1,153,784	115,378	1,685,916	921,139	779,682
			<u>58,000,000</u>	<u>3,867,941</u>			<u>(13,894,628)</u>	<u>15,580,544</u>	<u>1,685,916</u>			

Request Assumptions

Conclusions