



Parks and Recreation Board Meeting

Old Armory, 146 W. North Street, Whitewater, WI

Wednesday, May 20, 2026 - 5:30 PM

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

<https://teams.microsoft.com/meet/286491604653378?p=WvH3Fh7Nx85vlibU6v>

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

AGENDA

CALL TO ORDER

ROLL CALL

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

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

APPROVAL OF AGENDA

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

1. Election of Committee Chairperson.
2. Election of Committee Vice Chairperson.

CONSENT AGENDA

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

3. Parks and Recreation meeting minutes from April 15, 2026
4. Pedestrian and Bicycle Commission meeting minutes from March 12, 2026

HEARING OF CITIZEN COMMENTS

No formal Committee action will be taken during this meeting although issues raised may become a part of a future agenda. Participants are allotted a three minute speaking period. Specific items listed on the

agenda may not be discussed at this time; however, citizens are invited to speak to those specific issues at the time the Committee discusses that particular item.

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

CONSIDERATIONS / DISCUSSIONS / REPORTS

5. Tour Armory Building, including second floor food pantry area.
- [6.](#) Discussion and possible action on lease agreement with Whitewater Food Pantry at the Old Armory.
- [7.](#) Discussion on city building rental policy.

FUTURE AGENDA ITEMS

ADJOURNMENT

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

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



**Parks and Recreation Board Minutes DRAFT
Wednesday, April 15, 2026 – 5:30 pm
Cravath Lakefront Room
312 W. Whitewater Street
Whitewater, WI 53190
Hybrid Meeting**

1. Call to Order and Roll Call

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

2. Approval of Agenda

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

Approval of Consent Agenda

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

3. Hearing of Citizens Comments

No Citizens Comments

4. Considerations/Discussions/Reports

- a. Discussion and possible action on lease agreement with Whitewater Food Pantry for use of the Armory
 - i. **Boehm:** I was directed to review all long-term tenants in our facilities, and anyone that doesn't have a lease agreement with the city to work toward achieving that. We found that the food pantry did not have a lease. The question before us is how the city ensures fairness to all organizations. While being responsible stewards of taxpayer resources. With the Historical Society, the city required organizations that utilize facilities for long-term dedicated space to pay rent and utilities. In this case I am going to say and/or. We are asking the food pantry to enter into the lease consistent with that practice. This

is to support organizations fairly and consistently when it comes to long term use of city facilities.

- ii. **Ryan:** public comments will have a 3 min limit.
- iii. **Neil Hicks:** I'd like to make a motion to change it to 5 min.
 - 1. Motioned by Neil Hicks to make the limit for speaking time 5 min. Seconded by Dan Fuller. Aye: Kathleen Flemming, Dan Fuller, Neil Hicks, Stephanie Hicks, Mike Kilar, Steve Ryan and Deb Weberpal, Absent: Mike Dowden and Chad Ahrens
- iv. **Community comments:**
 - 1. **Jeff:** This is a volunteer run organization. The volunteers put in many hours of their own time. This wasn't well talked about before it came down to the point where you were demanding rent. The city is getting a return if not more if you had to pay individuals to do this.
 - 2. **Brad Stallings:** We have seen an uptick of people that are needing this service.
 - 3. **Larry Kachel:** Food pantry is a non- profit and has been with the city many years. If you charge money that will take away from the amount of food they can distribute.
 - 4. **Kevin Green:** Why 54 years later does the food pantry need to pay rent?
- v. Board discussion:
 - 1. **Neil Hicks:** Clarification the latest lease is \$300 a month and or \$100 utility.
 - 2. **Kilar:** are there options for what we can do with this.
 - 3. **Boehm:** There is no policy in place for what we are working with here. Some options are, move their location to the kitchen (this would reduce issues with the elevator. Another option is to find a solution for the elevator.
 - 4. **Kilar:** Is there a way we can designate them to fall under the partner organization?
 - 5. **Weberpal:** Does the community space have to pay anything for the space they use?
 - 6. Yes, they pay utilities
 - 7. **Stephanie Hicks:** What other entities that use our buildings pay rent? I am trying to decipher how they are different.
 - 8. **Boehm:** the historical society pays utilities, Chamber rents the bottom of the White Building, arts alliance rents the second floor of the white building, and numerous rentals at the innovation center.
 - 9. **Fuller:** If the food pantry moves, would the space be left empty?
 - 10. **Boehm:** No, they would be used for recreation programs.
 - 11. **Neil Hicks:** If were to move programs upstairs are we still ok with fire codes?
 - 12. **Boehm:** yes, there are 3 modes of exits.

13. **N. Hicks:** if they were to move to the kitchen: they should pay for their actual utilities with us using a submeter. A lease should be out there anyway to protect both sides.
14. **S. Hicks:** If we were to look at bringing them to the first level, this will go to council with our recommendation to find money to change electrical and get the kitchen ready to move, correct?
15. **Boehm:** yes
16. **N. Hicks:** What if we tell the food pantry if they want to have the changes made you bring it to the planning commission and however it gets done they are responsible for demoing it out.
17. Motioned by Neil Hicks to direct staff to work with legal and come back with options for moving the food pantry to the kitchen space then come back to the park board and some quotes on changing electrical.
Seconded by Deb Weberpal. Aye: Kathleen Flemming, Dan Fuller, Neil Hicks, Stephanie Hicks, Mike Kilar, Steve Ryan and Deb Weberpal,
Absent: Mike Dowden and Chad Ahrens

b. Directors Report

- i. **Boehm** shared that they hired Deb Waldo as program coordinator for the WAFC. Swim lessons had over 200 kids. Working with the school district to bring swim lessons to those in 2nd grade. Run club goes out running open to member and non-members. Activates in May for water safety month. WAFC Easter egg hunt for the 3rd year. Had an intern host a nutrition program, and make individual nutrition plans. Softball and baseball registration are closed and are minus one team. Play for Trey on April 25th. Middle school strength training, greatly attended 15 slots and 8 on wait list. Cheer that is a feeder program into school district. Balie Folklorico ended but was our first Latino program. Skate park is in the process of being fixed. Movies in the park is coming back. 4th of July parade is now under the parks and recreation department. Food truck fest and cattail showdown will be happening in September. We are going back to a recreation guide.

c. Updated on Lake projects for 2026

- i. Fish are coming, Michelle has applied for a few grants. One is for Aquatic plan management permit for harvesting lanes for submerged aquatic plants- good for 5 years. Fountains back in at Cravath. Will be replacing kiosks at Trippe lake. Free fish weekend Jun 6-7.

d. Updated on Park Projects

- i. Starin Park splash pad, meeting with parkitecture to start conceptual plan. We will apply for a grant for the Moraine view soccer restroom concession stand.

e. Update on Aquatic Center Committee and WAFC Capital Campaign progress

- i. Aquatic center committee met for the first time in March next meeting in May. 7 firms have an RFP for an engineering assessment for the facility. Focus is the

\$100,000 repair of the pool shell. Additional 3 month to continue to work on the capitol campaign to take a well put together document to council.

- f. Discussion and possible action on application for open gym use of the Cravath Lakefront
 - i. **Boehm:** Application for morning yoga at Cravath. A morning yoga class was being held at Cravath in the mornings for years, we just found out about it. It is open to the public, no different than open gyms at armory.
 - ii. **N.Hicks:** She only has 18+ is that still considered open?
 - iii. **Boehm:** It would be an adult open class and still considered open gym.
 - iv. Motion made by Neil Hicks to approve the yoga open gym application. Second Deb Weberpal. Aye: Kathleen Flemming, Dan Fuller, Neil Hicks, Stephanie Hicks, Mike Kilar, Steve Ryan and Deb Weberpal, Absent: Mike Dowden and Chad Ahrens

- g. Creation of Subcommittee to review department rules
 - i. **Boehm:** With needing to look at all of our policies, a small subcommittee to suggest changes or no changes on this.
 - ii. **N.Hicks:** If we are already a subcommittee do we need a subcommittee of a subcommittee.
 - iii. **S.Hicks:** a quorum may be hard to get. Are there a lot of policies to go through?
 - iv. **Boehm:** there are a lot of policies that are not even created yet.
 - v. **Weberpal:** can you bring a list of policies that we need, and if they need more time we can make a subcommittee then?
 - vi. **Boehm:** yes
 - vii. **S. Hicks:** bring forth a list and we can decide if you need a smaller group to work on things.

Future Agenda Items

Selection of Chair, Vice Chair in April

5. Adjournment

- a. Adjournment at 7:30 pm

Respectfully Submitted,

Jennifer Jackson
Jennifer Jackson



Pedestrian and Bicycle Advisor Item 4. Commission

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

Thursday, March 12, 2026 - 5:30 PM

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<https://teams.microsoft.com/meet/24818339289683?p=0GW08hKrdNLoYj5kSz>

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AGENDA

CALL TO ORDER

Called to order by Chairperson Young at 5:32pm

ROLL CALL

Present: Chairperson Young, Vice Chair Sahyun

Others Present: City Staff – Kevin Boehm, Eric Arguelles – Royal Purple

APPROVAL OF AGENDA

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Motioned to approve by Vice Chair Sahyun, Seconded by Chairperson Young.

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. Meeting Minutes from December 11, 2025

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

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.

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None

CONSIDERATIONS / DISCUSSIONS / REPORTS

2. Update on Ordinance 11.40.070

Boehm gave an update to the committee about items requested to be removed from the Police Chief. Motorcycles and operating while intoxicated will be removed from the ordinance. Sahyun stated he has seen police stopping people on E bikes recently, he would like to know what it is that the police are doing. If they are given people warnings that is one thing, if they are using it as an excuse to arrest somebody it could cause problems with people on the bikes. This is from personal experience and could be problematic. Boehm explained in his conversation with Chief Meyer, they would not just be stopping someone just for violations but if the violation caused accident or injury, they would enforce the ordinance. Sahyun stated the police are stopping people as it has happened in his household. Young would like more enforcement of the ordinance. Boehm stated he would invite the Police to next meeting to explain how they enforce minor violations. Sahyun stated that the PD is enforcing things and creating problems and scaring kids and causing accidents.

3. Update on GIS bike route tab.

Boehm gave an update that the bike routes have been requested to be added to the City GIS map and available to the public under the Streets tab and will let the committee know when it is done.

4. Update on Sculpture Walk

Sahyun gave an update to the website he created to identify a sculpture walk through the community.

5. Potential topics for PSA on Scooter/E Scooter safety and operation in the city.

Boehm gave an update on potential Scooter/E Scooter operation in the city and PSA after a brief description of two recent events with a scooter and a pedestrian fatality. Boehm presented a list of topics that we could produce PSA on bicycle, scooter, and e-scooter safety and a separate PSA for the university. Sahyun stated that students and scooters do not know when they are crossing the street and would like to see a reminder posted to students that there is a street there. Sahyun stated that small signs need to be posted in the lane of travel like on bike paths. Boehm stated that would be a topic that he would need to discuss with the University as it is not City property. Young stated he would like to see something in the ordinance pertaining to bikes and scooters and e classes of both should not be able to exceed walking speed. Sahyun stated that the ordinance needs to specify that speeds need to be appropriate for the pathway being traveled. Boehm

stated that the discussion to amend the ordinance was earlier in the agenda and we needed to stay on topic. He can bring the ordinance back at the next meeting. Young would be ok with it being on a PSA in the future instead.

FUTURE AGENDA ITEMS

6. Campus to Aldi's pedestrian access.
7. Aldi's to Cold Spring Road access. **Young**
8. Installation of bike lane on Tratt St. and other streets with parking restrictions.
9. Access to Kettle Moraine State Park.
10. Develop integration with the Whitewater Tourism Council. **Young**
11. Evaluation of bicycle related events in Whitewater. **Young**

ADJOURNMENT

Moved by Sahyun and seconded by Young to adjourn at 6:30.

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Park Board Agenda Item

Meeting Date:	May 20, 2026
Agenda Item:	Update on Food Pantry Lease
Staff Contact (name, email, phone):	Kevin Boehm, kboehm@whitewater-wi.gov , 262-473-0122

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

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

- Whitewater Arts Alliance – White Building
- Whitewater Chamber of Commerce – White Building
- Whitewater Community Food Pantry – Armory Building
- Whitewater Historical Society – Train Depot

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

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

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

Operational and Maintenance Considerations

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

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

Documented repair costs include:

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

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

Policy Direction

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

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

This approach is intended to:

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

May 7, 2026 Staff received correspondence from representatives of the Whitewater Community Food Pantry regarding the proposed relocation to the first-floor “kitchen” area. In the correspondence, the Food Pantry expressed concerns related to available operational space, patron waiting and registration areas, volunteer workspace needs, storage and display limitations, and environmental conditions associated with the vestibule area. The Food Pantry also requested that Board members visit the current facility layout and proposed first-floor location to better understand operational considerations prior to making a final recommendation.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

At its April 15, 2026 meeting, the Park Board discussed the proposed food pantry lease with representatives from the Whitewater Food Pantry and directed staff to explore an alternative location within the building. Specifically, the Board recommended evaluating relocation of the pantry to the first-floor existing “kitchen” space, which would eliminate the need for costly elevator repairs. The Board also directed staff to obtain cost estimates for removing existing cabinets and fixtures and installing a separate electrical service to make the space functional for pantry operations, while also exploring opportunities for donated labor and materials to help offset project costs.

The Park Board additionally recommended that the City develop a formal policy governing long-term use of City facilities, including consistent standards for lease terms, rental rates, reduced-rate considerations, and criteria for free use of City-owned spaces.

Following the Park Board discussion, the Common Council reviewed the matter and directed staff to defer any revenue-related decisions associated with the Whitewater Food Pantry space at this time. Council further directed staff to continue evaluating occupancy of the proposed first-floor location, including development of associated costs and policy considerations, and to return the item for further consideration no later than the second Council meeting in June.

FINANCIAL IMPACT

(If none, state N/A)

Staff obtained two electrical estimates associated with potential occupancy options for the Whitewater Food Pantry.

The first estimate reflects costs associated with modifying the pantry’s existing second-floor location to allow for separate electrical monitoring and billing. This option would require installation of a separate kilowatt demand meter and transfer of multiple circuits to isolate pantry electrical usage. The estimated cost for this work is \$3,832. In addition to the electrical work, continued use of the second-floor space would maintain reliance on the elevator, including associated maintenance and long-term repair considerations.

The second and less expensive option involves relocating the pantry to the first-floor existing “kitchen” space. Because this area is already served by a separate electrical circuit, modifications would be more limited and primarily involve installation of a kilowatt demand meter and additional outlet modifications necessary for pantry operations. The estimated cost for this work is \$1,332. Under this approach, City staff would complete demolition and removal of the existing kitchen cabinets and fixtures, reducing additional project costs associated with preparing the space.

Under either option, ongoing staff administration would be required to monitor and bill electrical usage. This would include monthly meter readings by staff, calculation of electrical usage based on the City’s utility rates, and preparation of invoices for reimbursement of utility costs.

Additional costs associated with preparing the first-floor “kitchen” space for pantry operations, including any future remodeling or operational modifications, remain unknown at this time. While there has been discussion regarding potential donated labor and materials, the availability and extent of those contributions cannot currently be guaranteed. If donations do not materialize, no dedicated funding source has been identified for additional improvements.

Further consideration should also be given to the continued modification of a recreation facility that already experiences limitations due to a lack of programmable space. Allocating additional space for long-term dedicated use may further reduce flexibility for recreational programming and community activities.

The full financial impact of ongoing occupancy is also difficult to quantify with precision, as utilities and certain operational costs are shared across the entire facility. As a result, isolating exact costs attributable to individual users is not entirely feasible. However, continuous full-time occupancy does contribute to overall building expenses and operational impacts related to maintenance, utilities, staffing, and facility infrastructure.

Since the previous meeting, the elevator has required repair service on two separate occasions related to damage to the lower door rollers. While staff cannot definitively attribute the cause of the damage to food pantry operations, the pantry’s use represents the primary operational use of the elevator beyond normal minimal public foot traffic, including regular cart transportation associated with pantry activities. Costs associated with these recent repairs are still being compiled.

STAFF RECOMMENDATION

Staff is seeking direction from the Park Board regarding the future occupancy arrangement for the Whitewater Community Food Pantry within the Armory building and whether the Board would like to make a recommendation to the Common Council.

Potential options for Board consideration include, but are not limited to, the following:

- A. Enter into the lease agreement as presented or modify the proposed lease agreement and maintain the current second-floor pantry location.

- B. Maintain the current second-floor pantry location and establish a formal lease agreement documenting occupancy expectations and responsibilities, with no direct financial contribution beyond existing arrangements.
- C. Maintain the current second-floor pantry location with the Food Pantry responsible for reimbursement of electrical usage associated with pantry operations.
- D. Maintain the current second-floor pantry location with the Food Pantry responsible for reimbursement of electrical usage and consideration of a proportional contribution toward elevator maintenance and repair costs associated with operational use of the elevator.
- E. Relocate the Food Pantry to the first-floor existing “kitchen” area, with the Food Pantry responsible for reimbursement of electrical usage associated with pantry operations. Should relocation occur, additional consideration should be given to maintaining the appearance, organization, functionality, and multi-use nature of the first-floor recreation facility space.
- F. Any additional option or recommendation as determined appropriate by the Park Board.

Staff also notes that the City currently charges rent or usage fees for similar long-term use of City-owned facilities. Consideration should be given to maintaining consistency, fairness, and equity among organizations utilizing City spaces, as well as broader policy implications related to long-term occupancy arrangements.

Additionally, staff notes that providing subsidized or no-cost occupancy arrangements to one organization may create expectations for similar consideration from other community service and nonprofit organizations operating within the City. As the City evaluates long-term use of public facilities, consideration should be given to maintaining consistency, fairness, and equity in how support and occupancy arrangements are applied across organizations.

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

- Proposed Lease agreement
 - Electrical Quote for Kitchen Area
 - Electrical Quote for existing Food Pantry Area
 - Letter from Food Pantry
-

LEASE
BETWEEN THE
CITY OF WHITEWATER
AND
WHITEWATER COMMUNITY FOOD PANTRY

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

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

ARTICLE 1
GRANT AND TERM

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

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

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

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

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

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

consent of Landlord.

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

ARTICLE 2 RENT

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

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

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

ARTICLE 3 CONSTRUCTION AND ALTERATIONS

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

ARTICLE 4 MAINTENANCE, REPAIRS AND DESTRUCTION

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

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

Tenant shall be responsible for the cost of repair of any damage to the passenger elevator that is determined by Landlord or its elevator contractor to have been caused by Tenant, its employees, agents, volunteers, contractors, or invitees through use of the elevator for freight purposes or other non-passenger uses.

4.3 Damage or Destruction. If the Premises or any portion thereof shall be partially or wholly

destroyed or damaged by fire or other casualty to the extent of less than fifty percent (50%) of the total value of the Premises as a whole, then Landlord shall promptly restore or replace the Premises to the condition existing prior to such damage or destruction, regardless of whether or not the same is covered in whole or in part by insurance then in effect, and this Lease shall continue in full force and effect and rent due hereunder shall equitably abate. Such restoration shall be commenced promptly and pursued by Landlord with reasonable diligence to completion. All insurance proceeds received by Landlord or Tenant on account of such damage or destruction shall be applied to payment of said restoration to the extent that such proceeds will pay the same, with any deficiency to be paid by Landlord and with any excess insurance proceeds to be paid to Tenant.

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

ARTICLE 5 UTILITIES

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

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

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

ARTICLE 6 CONDUCT OF BUSINESS

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

6.2 Compliance with Laws. The Tenant shall abide by all state and federal laws concerning discrimination including but not limited to laws prohibiting discriminating against persons on the grounds of

race, color, national origin, handicap, age, religion or sex.

ARTICLE 7 INSURANCE AND INDEMNITIES

7.1 Public Liability Insurance. Tenant shall keep in full force and effect a policy of public liability insurance on the Premises and its business operated thereon, with combined single limits of not less than \$1,000,000.00 for injury per occurrence and for property damage. Such insurance shall name Landlord and Tenant as co-insureds.

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

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

ARTICLE 8 CONDEMNATION

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

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

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

ARTICLE 9 DEFAULT

9.1 Events of Default. Each of the following events (and those other events specifically referred to

elsewhere in this Lease) shall constitute a default under this Lease by Tenant:

- (a) Tenant's failure to pay monthly rent, or to otherwise pay or discharge any other monetary obligation.
- (b) Tenant's failure to perform, comply with, or observe any other material term or condition of this Lease, which failure shall continue for a period of thirty (30) days after written notice thereof is given to Tenant by Landlord.
- (c) If Tenant shall vacate or abandon the Premises or a substantial portion thereof while this Lease is in effect; provided, however, that such vacation or abandonment shall not constitute an event of default hereunder unless (i) it continues for ninety (90) consecutive days, or (ii) Tenant is otherwise in default hereunder.
- (d) If Tenant shall file a petition in bankruptcy or insolvency for reorganization under any bankruptcy or insolvency law, or make an assignment for the benefit of creditors.
- (e) If any involuntary proceedings under any bankruptcy or insolvency law shall be instituted against Tenant, or if a receiver or trustee shall be appointed for all or substantially all of Tenant's assets, and such proceeding shall not be dismissed or vacated within sixty (60) days.

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

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

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

9.4 Defaults by Landlord. If Landlord defaults under the terms of this Lease, Landlord shall have

thirty (30) days to cure the default after written notice thereof is given to Landlord by Tenant.

ARTICLE 10 INSPECTION BY LANDLORD

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

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

ARTICLE 11 ASSIGNMENT AND SUBLETTING

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

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

ARTICLE 12 SUBORDINATION

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

ARTICLE 13 MISCELLANEOUS

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

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

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

P.O. Box 178
Whitewater, WI 53190

Tenant:

C/O Pat Chaput
Whitewater Community Food Pantry
P.O. Box 63
Whitewater, WI 53190

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

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

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

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

[SIGNATURE PAGES FOLLOW]

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

CITY OF WHITEWATER, CITY MANAGER JOHN WEIDL
By/Date:

TENANT PAT CHAPUT, WHITEWATER COMMUNITY FOOD PANTRY
By/Date:

DELTA
NEW CONSTRUCTION

ELECTRIC
REMODELING
DESIGN BUILD
JOB PROPOSAL

Date: May 8, 2026

Customer:

City of Whitewater
312 W Whitewater St
Whitewater, WI 53190

Attn: Kevin Boehm 262-473-0122 (kboehm@whitewater-wi.gov)

Ship To/Project:

Whitewater Armory
146 W North st
Whitewater

Ref: Food Pantry Electrical

We propose to provide all labor and material for complete electrical installation in accordance with all state and local codes. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the below or attached specifications will become an extra charge, over and above the proposal price. Delta Electric will not be held responsible for any strikes, accidents, acts of nature, or delays beyond our control. The proposal is based on standard wiring methods, and non-classified locations. Payment will be made within 14 days of the invoice date for labor and material to be completed and/or stored to date.

BASE BID INCLUDES: Install a kilo-watt demand meter to the penthouse panel and transfer 8 circuits from the hall Panel to the penthouse panel so the power can be monitored by the City of Whitewater

- Furnish and install a 208-volt, 200-amp, 3-phase phase, kilo-watt meter
- Furnish and install a 208-volt, 3-pole 15-amp circuit with breaker lock to feed the new meter
- Furnish and install (2) 1/2" raceways from the hall panel to the penthouse panel
- Furnish and install (8) 120-volt, 20-amps circuits
- Convert the hall panel into a junction box
- Dry core holes through the walls and floor
- Fire could all holes made
- Electrical permit not included

Due to Volatility in the Market, Quotes are good for 48 hours after which pricing is subject to change and a requote

Base Bid cost for above labor and material\$3,832.00

Acceptance of Proposal

The above process, specifications and other contract terms are satisfactory and are hereby accepted. You are hereby authorized to do the work and provide the material and goods specified. Payment will be made as listed above.

Date Accepted: _____

Signature: _____

Title: _____

Phone: _____

Respectfully Submitted,
Delta Electric

By: RCR

Printed Name: Mr. Richard C Rozelle

Title: Project Manager / Estimator

We thank you for the opportunity to present the above bid estimate and hope you consider **Delta Electric** as a member of your team.

Respectfully,

Richard C. Rozelle
Project Manager/Estimator
Delta Electric
(262) 473-1019
rozelle@deltaelectricwhitewater.com

May 4, 2026

Kevin Boehm, Director

City of Whitewater

Park and Recreation

Dear Sir,

The Whitewater Community Food Pantry appreciated the time given to us to share our thoughts at the recent Park and Recreation Board meeting on April 15. Under discussion was charging the Food Pantry rent, which hadn't been asked before, and our concern about the Pantry paying rent from funds donated specifically to purchase groceries for those in need. During the meeting a proposal was suggested to move the Pantry downstairs to the kitchen and vestibule due to concerns about elevator usage and repair costs.

There are pros and cons to this suggestion. As the Food Pantry volunteers discussed this proposal a few days later, some very real concerns surfaced leading us to wonder if the change would allow us to serve our patrons as well as we do now.

Using the downstairs vestibule space is limited, yet we need space for:

1. Grocery carts.
2. For volunteers to sit and register patrons.
3. For patrons to wait to register and to be served.
4. Several tables, like we have now, to display produce and bakery.
5. Wall space for posting community services helpful to our patrons. (this is lacking)

Another thought, using the downstairs vestibule would be very cold for volunteers sitting and registering people and for the patrons who are waiting, as the doors would open and close repeatedly with people going in and out.

It is understandably difficult for your Board to visualize our current arrangement and the changes that would need to be made to move downstairs without seeing the Pantry. Therefore, we would like to invite a few of your members to meet with Pat, at the Food Pantry, to see the current set up, and to view the downstairs area. We believe it could be helpful to you in your decision making.



Janice Batten, Secretary

Food Pantry # 262-458-2720

Pat Chaput, Manager 262-473-9721

CITY OF WHITEWATER
DRAFT PUBLIC BENEFIT OCCUPANCY POLICY FRAMEWORK
FOR DISCUSSION PURPOSES

PURPOSE

The City of Whitewater utilizes several City-owned facilities for occupancy by nonprofit organizations, public service organizations, cultural organizations, economic development organizations, and historic preservation groups.

The purpose of this draft policy framework is to:

- establish greater consistency in occupancy agreements;
- identify factors used in evaluating public benefit occupancy arrangements;
- create transparency regarding reduced or subsidized occupancy arrangements;
- and provide a framework for future lease negotiations and facility use decisions.

This draft is intended as an initial discussion framework and may be revised based on Park Board, staff, and Common Council input.

POLICY PHILOSOPHY

The City recognizes that occupancy of public facilities by qualifying organizations is not solely a commercial real estate transaction.

Certain organizations provide measurable public benefit to Whitewater residents through:

- essential human services;
- arts and culture;
- tourism promotion;
- economic development;
- educational programming;
- historic preservation;
- and community engagement activities.

Accordingly, occupancy arrangements may balance:

- operational costs,
- facility impacts,
- and demonstrated community benefit.

OCCUPANCY CLASSIFICATIONS

The draft framework identifies several occupancy categories that may justify differing occupancy structures.

Classification	General Purpose	Potential Occupancy Structure
Essential Human Services	Food security, emergency assistance, health/safety services	Nominal or waived occupancy
Community Enrichment	Arts, culture, recreation, education	Subsidized occupancy
Economic Development	Tourism, downtown development, workforce/business support	Reduced market occupancy
Historic Preservation	Stewardship of historic City facilities	Long-term negotiated agreements
Market-Rate Occupancy	Primarily private or commercial use	Market-rate occupancy

PUBLIC BENEFIT CONSIDERATIONS

The framework proposes evaluating occupancy requests using measurable public benefit factors rather than subjective determinations.

Potential evaluation considerations may include:

- number of Whitewater residents served;
- public accessibility;
- community programming;

- economic or tourism impact;
- volunteer involvement;
- historic or cultural value;
- and operational responsibilities assumed by the occupant.

The intent of this framework is to:

- improve consistency,
- document rationale for occupancy arrangements,
- and reduce uncertainty regarding future occupancy decisions.

COST CONSIDERATIONS

The framework also recognizes that occupancy arrangements create operational impacts to City facilities.

Potential cost considerations may include:

- square footage occupied;
- utility usage;
- elevator usage;
- custodial impacts;
- maintenance responsibilities;
- snow and grounds maintenance;
- HVAC usage;
- and facility wear and tear.

The intent is not necessarily full cost recovery in all situations, but rather improved transparency and consistency in occupancy decisions.

LEASE AND REVIEW STANDARDS

The draft framework proposes that future occupancy agreements generally include:

- written lease agreements;

- insurance requirements;
- maintenance responsibilities;
- reporting expectations;
- renewal schedules;
- utility responsibilities;
- and periodic review provisions.

The framework also proposes:

- periodic review of occupancy agreements;
 - annual reporting by subsidized occupants;
 - and consideration of CPI-based occupancy adjustments where appropriate.
-

EXISTING AGREEMENTS

Existing occupancy arrangements vary significantly based upon:

- historical agreements;
- operational responsibilities;
- public benefit provided;
- and organizational purpose.

The intent of this framework is not to immediately modify existing agreements, but rather to:

- create future consistency,
 - establish guiding principles,
 - and provide a framework for future review and negotiation.
-

NEXT STEPS FOR DISCUSSION

Potential next steps may include:

1. Park Board discussion and feedback;

2. refinement of occupancy classifications;
3. development of a public benefit evaluation worksheet;
4. creation of standard lease templates;
5. review of operational cost factors;
6. and future Common Council consideration.