



Community Development Authority Board of Directors Meeting (In Person & Virtual)

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

Thursday, September 21, 2023 - 5:30 PM

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

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/87099635841?pwd=YWJ6T1BhVTFMaEJ5QWEzUy9sS0lzUT09>

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

Webinar ID: 870 9963 5841

Passcode: 253203

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

DECLARATION OF CONFLICT OF INTEREST.

Would any member(s) of the Board wish to declare any known conflict of interest with the items presented on today's CDA Board Agenda?

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.

APPROVAL OF MINUTES

1. Approval of CDA Minutes for 08/17/2023.

REVIEW & ACKNOWLEDGE FINANCIAL STATEMENTS.

2. Review and Acknowledge Financial Statements for Period Ending 08/31/2023.

PRESENTATIONS

3. Paul Eckert of Safepro Technologies - Update on Business Activities.
4. UW-Whitewater Innovation Center - Memorandum of Understanding between UW-Whitewater and the City .

ACTION ITEMS:

5. Discussion and Possible Action for Recommendation to Common Council: Economic Development Director Salary Range. Presentation by Lee Szymborski of GovHR USA.
6. Update, Discussion and Possible Action Regarding Proposed Listing Contract for Brokerage Services for Sale of City-Owned Property.
7. Discussion and Possible Action Regarding Richter Development Agreement - Request to Extend Construction Deadline - Property Located on Executive Drive.
8. Discussion and Possible Action Regarding Becker & Bolton Development Agreement - Deadline to Commence Construction - Property Located at 501 Prospect Drive.

UPDATES AND DISCUSSION

9. Discussion Regarding CDA Investment in Building a Spec House or Model Home to Encourage Subdivision Development or Completion (Jeff Knight).
10. Economic Development Update

FUTURE AGENDA ITEMS: Board Member requests for future agenda items.

EXECUTIVE SESSION

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

11. Negotiation and Possible Action regarding Memorandum of Understanding between UW-W and the City for the Innovation Center.
12. Negotiation and Possible Action Regarding Development Agreement for A-1 Packaging, Parcel Located on Prospect Drive in the Business Park.

13. Negotiation and Possible Action Regarding Development Agreement with JM Meadowview LLC for Housing Project on Meadowview Court.
14. Negotiation and Possible Action Regarding Development Agreement with US Shelter Homes LLC

RECONVENE INTO OPEN SESSION

15. Reconvene to Open Session for possible action on closed session item(s).

ADJOURNMENT

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

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



Community Development Authority Board of Directors Meeting

August 17, 2023

MINUTES

1) Administrative Items.

- a) **Call to Order.** Chairman Singer called the meeting to order at 5:30 p.m.
- b) **Roll Call.** MEMBERS PRESENT: Joe Kromholz, Jon Kachel, Patrick Singer, Jim Allen, Jeff Knight. ABSENT: Lukas Schreiber, Thayer Coburn. STAFF PRESENT: John Weidl (City Manager), Bonnie Miller (CDA Administrative Assistant).
- c) **Declaration of Conflict of Interest.** Would any member(s) of the Board wish to declare any known conflict of interest with the items presented on today's CDA Board Agenda? None declared.
- d) **Hearing of Citizen Comments:** None.

- 2) **Approval of Minutes:** Moved by Knight and seconded by Allen to approve the Minutes of the July 20, 2023 CDA Meeting. Motion passed by unanimous voice vote (5). ABSENT: Coburn, Schreiber.

- 3) **Review and Acknowledge Financial Statements:** Moved by Allen and seconded by Kromholz to approve acknowledgment of the Financial Statements for period ending July 31, 2023. Motion passed by unanimous voice vote (5). ABSENT: Coburn, Schreiber.

4) Updates and Discussion:

- a) **CDA Revolving Loan Fund Process/Guidelines – Initial draft of Whitewater Central Business District Commercial Rehabilitation Loan Program f/k/a CDA Commercial Façade Loan Program.** Kristen Fish-Peterson provided a provided an overview of the proposed concept for a revised loan program modeled after a program utilized in Watertown with the goals of fostering new or expanding business, ensuring the highest and best use of commercial property, facilitating the development of high-quality upper story residential units and attracting people to the downtown. The program would focus on façade improvements but could also include roof repair and structural improvements. The proposed boundaries would be defined by parcels located within the TID #12 (downtown). Knight would like to see the program extended to include city-wide commercial properties. Discussion of capitalization suggested inclusion of participation from local banks. The program would establish a Loan Committee that would consist of CDA Board Members and representatives from participating Banks. It was moved by Kromholz to direct Ms. Fish-Peterson to engage with local lenders to seek their participation and to define the boundaries of the program to include all commercial properties City-wide. Motion

seconded by Knight. With Kachel having abstained, the motion passed by unanimous voice vote (4). ABSENT: Coburn, Schreiber.

- b) Status of current Vacant Land Listing Contract with Twelve2 Commercial Group for sale of City-owned properties expiring 10/31/2023 and review and discussion of proposals received from Anderson Commercial Group and Legacy Realty Group.** Ms. Miller stated that the current listing contract is expiring on October 31, 2023. The City published a Request for Proposals on July 3, 2023 with a deadline of August 3, 2023 for receipt of proposals. The City received a proposal from Anderson Commercial Group and a proposal from Legacy Realty Group, copies of which were included in the agenda packet. Chairman Singer opened the discussion and recognized Ray Gooden from Anderson Commercial Group to address the Board and take any questions. Mr. Gooden provided information as to his background experience in the area and addressed questions from the Board. Mr. Gooden stated that the number one reason for business to locate in Whitewater is the City's aggressive stance on attracting business along with the availability of TIF incentives in exchange for building valuation. Mr. Gooden recognized Whitewater's challenge as to access to the Interstate and offered comments as to what a great community Whitewater is and how to sell it. Mr. Gooden also stated that he personally owns real estate in Whitewater, and his firm represents and manages The Element housing rental property in the City. It is noted that Legacy Realty Group was not available for comment. Knight would like to see both firms appear before the Board at the September meeting to do a 15-minute presentation. Kachel would like to see a proposed contract from each party. Final formal action of a selection will be placed on the agenda for the October meeting. Upon unanimous consent of the Board, direction was given to invite both firms to address the Board and present a draft of their proposed contract at the September meeting. The Agenda will include a Closed Session discussion of the contracts, with the option to return to Open Session for possible action as to a selection of one firm. A final draft of the proposed contract will be placed on the agenda for approval at the October 19 2023 meeting.
- c) Update regarding acquisition of properties from Rod and Mary Dalee located at 104 E. Main St. and 126 N. Jefferson Street and proposed re-development of the site.** The CDA has closed on the purchase of the Dalee properties for a total price of \$150,000 and will own the property until they decide to do something with it. City Manager Weidl stated that the CDA single last piece of greenspace in the Downtown TIF District where you can get true net construction. This is a valuable asset that can be used to bolster the Downtown District. Weidl further stated that due diligence regarding the properties is complete, with the only concern being potential relocation of a stormwater pipe that bisects the property.
- d) Status of Recruitment for Economic Development Director Position.** City Manager Weidl stated that as directed by the Board, HR Director Marquardt has engaged with GovHR to advertise for the Economic Development Director position.
- e) Economic Development Activity Report.** City Manager Weidl summarized economic development activities, including Common Council approval of the framework for the ALDI development and staff is in the final stages of drafting the Development Agreement; staff is in the early stages of working with a developer on a housing project for the Hoffmann property on Walworth Avenue; staff is working through the TIF assistance framework for the A-1 Creative Packaging project.

5) Board Member Requests for Future Agenda Items:

- a) Create policy between the CDA and City regarding transfers of residual equity from the CDA to the City.
- b) CDA Alternative Revenue Streams.
- c) Director to visit (virtual/in-person) with Whitewater's employers.
- d) Update regarding Shovel-Ready Sites.
- e) Update on inquiry from Incentis (site selector) regarding project on vacant lot located on Enterprise Boulevard southerly of Generac.
- f) Discussion regarding consideration of a housing project initiated by the City for subsequent sale of lots to developers to build single-family homes (Jeff Knight).
- g) Update regarding depth of ground rock on potential development sites in the City.

(The above matters may be discussed at this meeting but no substantive action will be taken.)

- 6) Adjournment.** Moved by Kromholz and seconded by Kachel to adjourn. Motion passed by unanimous voice vote. Meeting adjourned at 6:15 p.m.

Respectfully submitted,
Bonnie Miller, Recorder

CITY OF WHITEWATER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2023

Item 2.

ECONOMIC DEVELOPMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>OTHER FINANCING SOURCES</u>					
900-49265-56 TRANSFER TID #4 AFFORD HOUSING	.00	50,000.00	50,000.00	.00	100.0
900-49266-56 TRANSFER TID #11-ADMIN	.00	.00	5,000.00	5,000.00	.0
900-49267-56 TRANSFER TID #12-ADMIN	.00	.00	5,000.00	5,000.00	.0
900-49268-56 TRANSFER TID #13-ADMIN	.00	.00	35,000.00	35,000.00	.0
900-49290-56 GENERAL FUND TRANSFER	.00	32,500.00	32,500.00	.00	100.0
900-49300-56 FUND BALANCE APPLIED	.00	.00	63,244.84	63,244.84	.0
TOTAL OTHER FINANCING SOURCES	.00	82,500.00	190,744.84	108,244.84	43.3
TOTAL FUND REVENUE	.00	82,500.00	190,744.84	108,244.84	43.3

CITY OF WHITEWATER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2023

ECONOMIC DEVELOPMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>CDA</u>					
900-56500-111 SALARIES	250.00	5,200.00	83,999.92	78,799.92	6.2
900-56500-115 WAGES/PART-TIME/PERMANENT	1,800.00	14,729.09	23,063.04	8,333.95	63.9
900-56500-151 FRINGE BENEFITS	174.59	2,750.21	34,079.72	31,329.51	8.1
900-56500-210 PROFESSIONAL DEVELOPMENT	.00	60.00	3,535.00	3,475.00	1.7
900-56500-212 LEGAL SERVICES	.00	.00	12,625.00	12,625.00	.0
900-56500-215 PROFESSIONAL SERVICES	.00	17,285.74	2,525.00	(14,760.74)	684.6
900-56500-219 AUDIT FEES	.00	.00	4,040.00	4,040.00	.0
900-56500-222 COUNTY/REGIONAL ECON DEV	10,854.00	10,854.00	9,342.50	(1,511.50)	116.2
900-56500-223 MARKETING	.00	1,272.50	2,525.00	1,252.50	50.4
900-56500-224 SOFTWARE/HARDWARE MAINTENANCE	.00	4,221.74	7,012.02	2,790.28	60.2
900-56500-225 TELECOM/INTERNET/COMMUNICATION	125.00	1,850.60	2,210.34	359.74	83.7
900-56500-310 OFFICE & OPERATING SUPPLIES	10.32	291.78	606.00	314.22	48.2
900-56500-311 POSTAGE	17.88	50.16	202.00	151.84	24.8
900-56500-320 DUES	(10,854.00)	325.00	1,191.80	866.80	27.3
900-56500-325 PUBLIC EDUCATION	.00	195.00	50.50	(144.50)	386.1
900-56500-330 TRAVEL EXPENSE	.00	.00	3,737.00	3,737.00	.0
900-56500-341 MISC EXPENSE	.00	202.00	.00	(202.00)	.0
TOTAL CDA	2,377.79	59,287.82	190,744.84	131,457.02	31.1
TOTAL FUND EXPENDITURES	2,377.79	59,287.82	190,744.84	131,457.02	31.1
NET REVENUE OVER EXPENDITURES	(2,377.79)	23,212.18	.00	(23,212.18)	.0

CITY OF WHITEWATER

Check Register - Totalling by Fund KD for the CDA
Check Issue Dates: 08/01/2023 - 08/31/2023

Page: 1
Sep 06, 2023 01:32PM

Report Criteria:

Report type: GL detail

Invoice Detail, GL account = 9001000000-90099999999,9101000000-91099999999

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Notes	Description	Invoice Number	Invoice GL Account	Invoice Amount
900									
08/23	08/17/2023	95610	8438	JAMES LEASING LLC		JULY 2023 COPIES CHARGE	13454	900-56500-310	10.32
Total 900:									10.32
Grand Totals:									10.32

M = Manual Check, V = Void Check

**CITY OF WHITEWATER
BALANCE SHEET
AUGUST 31, 2023**

ECONOMIC DEVELOPMENT FUND

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>ASSETS</u>				
900-11100 CASH	47,001.45	(2,377.79)	20,780.13	67,781.58
900-19000 GASB 68-WRS NET PENSION ASSETS	15,657.39	.00	.00	15,657.39
900-19021 GASB 68-WRS DOR	30,592.68	.00	.00	30,592.68
900-19999 GASB 68-PENSION CLEARING ACCT	3,479.00	.00	.00	3,479.00
TOTAL ASSETS	96,730.52	(2,377.79)	20,780.13	117,510.65
<u>LIABILITIES AND EQUITY</u>				
<u>LIABILITIES</u>				
900-21100 ACCOUNTS PAYABLE	906.21	.00 (906.21)	.00	.00
900-21106 WAGES CLEARING	1,525.84	.00 (1,525.84)	.00	.00
900-29011 GASB 68-WRS DIR	36,871.45	.00	.00	36,871.45
TOTAL LIABILITIES	39,303.50	.00 (2,432.05)	36,871.45	
<u>FUND EQUITY</u>				
900-34300 PROPRIETARY CAPITAL	57,427.02	.00	.00	57,427.02
UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	.00	(2,377.79)	23,212.18	23,212.18
BALANCE - CURRENT DATE	.00	(2,377.79)	23,212.18	23,212.18
TOTAL FUND EQUITY	57,427.02	(2,377.79)	23,212.18	80,639.20
TOTAL LIABILITIES AND EQUITY	96,730.52	(2,377.79)	20,780.13	117,510.65

CITY OF WHITEWATER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2023

Item 2.

CDA PROGRAMS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>CAPITAL CAT-SEED FUND REV</u>					
910-43015-00 CAPCAT INT-BLUE LINE \$64,614	.00	1,447.05	.00	(1,447.05)	.0
910-43017-00 CAPCAT INT-BLUE LINE \$36,600	.00	5,724.83	.00	(5,724.83)	.0
TOTAL CAPITAL CAT-SEED FUND REV	.00	7,171.88	.00	(7,171.88)	.0
<u>ACTION LOAN REVENUE</u>					
910-46001-00 INT INC-ACTION-LRN DEPOT \$41K	76.75	671.41	.00	(671.41)	.0
910-46003-00 INT INC-ACTION-BIKEWISE \$23K	.00	30.64	.00	(30.64)	.0
910-46006-00 INT INC-ACTION-BLUELINE \$34K	.00	336.47	.00	(336.47)	.0
910-46007-00 INT INC-ACTION-BLUELINE \$45K	.00	434.91	.00	(434.91)	.0
910-46008-00 INT INC-ACTION-SAFEPRO \$100K	5,280.30	5,380.30	.00	(5,380.30)	.0
910-46010-00 INT INC-ACTION-SWSPOT/GILDE	2,547.05	2,547.05	.00	(2,547.05)	.0
TOTAL ACTION LOAN REVENUE	7,904.10	9,400.78	.00	(9,400.78)	.0
<u>MISCELLANEOUS REVENUE</u>					
910-48103-00 INTEREST INCOME-FACADE	103.75	743.35	.00	(743.35)	.0
910-48104-00 INTEREST INCOME-HOUSING	60.39	432.67	.00	(432.67)	.0
910-48108-00 INTEREST INCOME-SEED FUND	225.48	699.64	.00	(699.64)	.0
910-48109-00 INTEREST INCOME-ACTION FUND	4,470.75	32,106.02	.00	(32,106.02)	.0
910-48601-00 MISC INCOME	.00	33.51	.00	(33.51)	.0
910-48605-00 RENTAL INCOME-CROP LEASES	.00	15,876.00	.00	(15,876.00)	.0
910-48680-00 ADMINISTRATION FEE-LOANS	.00	13,305.00	.00	(13,305.00)	.0
TOTAL MISCELLANEOUS REVENUE	4,860.37	63,196.19	.00	(63,196.19)	.0
TOTAL FUND REVENUE	12,764.47	79,768.85	.00	(79,768.85)	.0

CITY OF WHITEWATER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2023

Item 2.

CDA PROGRAMS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
	<u>CDA PROGRAMS</u>					
910-56500-212	LEGAL/PROFESSIONAL/MARKETING	.00	(4,316.00)	.00	4,316.00	.0
910-56500-219	PROFESSIONAL SERVICES	330.00	14,030.24	.00	(14,030.24)	.0
910-56500-408	RENTAL EXPENSES	.00	760.00	.00	(760.00)	.0
	TOTAL CDA PROGRAMS	330.00	10,474.24	.00	(10,474.24)	.0
	TOTAL FUND EXPENDITURES	330.00	10,474.24	.00	(10,474.24)	.0
	NET REVENUE OVER EXPENDITURES	12,434.47	69,294.61	.00	(69,294.61)	.0

910-11600 HOUSING RLF / XXX553		Total Deposit	Debit	910-11600	
HO# 1 Payment	Principal	Credit	910-14027		
HO# 11 Payoff	Principal	Credit	910-14037		
910-11800 ACTION-BUSINESS DEV / XX		Total Deposit	Credit	910-11800	17,125.00
PAUQUETTE CENTER LOAN RECV	Principal	Debit	910-13500	(1,289.52)	08/09/2023 ACH PAYMENT
ACTION-SWSPOT/GILDEMEISTER 54K	Principal	Credit	910-13510	(6,099.38)	ck #1013 08/14/2023
INT INC-ACTION-SWSPOT/GILDE	Interest	Credit	910-46010-00	(2,387.38)	ck #1013 08/14/2023
ACTION-SWSPOT/GILDEMEISTER 54K	Principal	Credit	910-13510	(599.08)	08/22/2023 ACH PAYMENT
INT INC-ACTION-SWSPOT/GILDE	Interest	Credit	910-46010-00	(159.67)	08/22/2023 ACH PAYMENT
ACTION-SAFEPRO TECH \$100K	Principal	Credit	910-13509	(611.70)	08/09/2023 ACH PAYMENT
INT INC-ACTION-SAFEPRO \$100K	Interest	Credit	910-46008-00	(5,280.30)	08/09/2023 ACH PAYMENT
ACTION-LEARNING DEPOT \$41,294	Principal	Credit	910-13501	(621.30)	08/01/2023 ACH PAYMENT
INT INC-ACTION-LRN DEPOT \$41K	Interest	Credit	910-46001-00	(76.75)	08/01/2023 ACH PAYMENT
910-11900 CAP CATALYST ASSOC BANK		Total Deposit	Credit	910-11900	
FACADE-BOWERS HOUSE LLC \$50K	Principal	Credit	910-16008		
FACADE INT-BOWER'S HOUSE \$50K	Interest	Credit	910-44005-00		
PROFESSIONAL SERVICES			910-56500-219	330.00	MARK CORNERS-ENDEVOR & PROSPECT RD PROPERTY
LEGAL/PROFESSIONAL/MARKETING			910-56500-212		
ACTION-BUS DEV-BUS PARK-XXX127			910-11800	(330.00)	MARK CORNERS-ENDEVOR & PROSPECT RD PROPERTY
LAND			910-18350	30,034.00	BIRW 00003A 126 N JEFFERSON ST PROPERTY PURCHASE
LAND			910-18350	120,034.00	BIRW 00002 104 E MAIN ST PROPERTY PURCHASE
ACTION-LAND PURCHASE-XXX127			910-11801	(150,068.00)	DALEE PROPERTY PURCHASES

**CITY OF WHITEWATER
BALANCE SHEET
AUGUST 31, 2023**

Item 2.

CDA PROGRAMS FUND

		BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>LIABILITIES</u>					
910-22000	ACCUM DEPREC-BUILDING	1,461,118.56	.00	.00	1,461,118.56
910-25100	DUE TO GENERAL FUND	3,698.00	.00	(3,698.00)	.00
910-26101	DEF REVENUE-FD 610-CDBG	851,866.00	.00	.00	851,866.00
	TOTAL LIABILITIES	2,316,682.56	.00	(3,698.00)	2,312,984.56
<u>FUND EQUITY</u>					
910-30110	CONTRIBUTED CAPITAL	456,815.37	.00	.00	456,815.37
910-34300	PROPRIETARY CAPITAL	6,481,055.26	.00	.00	6,481,055.26
910-34400	RESERVE FOR LAND PURCHASES	238,031.94	.00	.00	238,031.94
	UNAPPROPRIATED FUND BALANCE:				
	REVENUE OVER EXPENDITURES - YTD	.00	12,434.47	69,294.61	69,294.61
	BALANCE - CURRENT DATE	.00	12,434.47	69,294.61	69,294.61
	TOTAL FUND EQUITY	7,175,902.57	12,434.47	69,294.61	7,245,197.18
	TOTAL LIABILITIES AND EQUITY	9,492,585.13	12,434.47	65,596.61	9,558,181.74

**CITY OF WHITEWATER
BALANCE SHEET
AUGUST 31, 2023**

Item 2.

CDA PROGRAMS FUND

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>ASSETS</u>				
910-11600 CDBG-HOUSING CHK-1CSB XXX450	13,790.70	60.39	432.67	14,223.37
910-11702 FACADE CKING-1ST CIT- XXX442	23,693.95	103.75	743.35	24,437.30
910-11800 ACTION-BUS DEV-BUS PARK-XXX127	261,460.54	21,265.83	139,959.63	401,420.17
910-11801 ACTION-LAND PURCHASE-XXX127	702,295.93	(150,068.00)	161,068.00)	541,227.93
910-11900 CAP CAT-ASSOC BK XXXXX3734	9,134.66	225.48	109,085.52	118,220.18
910-13500 PAUQUETTE CENTER LOAN RECV	127,371.52	(1,289.52)	(10,316.16)	117,055.36
910-13501 ACTION-LEARNING DEPOT \$41,294	27,317.14	(621.30)	(4,912.99)	22,404.15
910-13503 ACTION-BIKEWISE-\$23,099	4,716.24	.00	(4,716.24)	.00
910-13504 ACTION-MEEPER TECH-\$97,907	81,791.63	.00	(81,791.63)	.00
910-13505 ACTION-MEEPER-\$82,310	71,814.49	.00	(71,814.49)	.00
910-13506 ACTION-BLUE LINE \$34,520	25,975.45	.00	(25,975.45)	.00
910-13507 ACTION-BLUE LINE \$45,457	35,039.56	.00	(35,039.56)	.00
910-13508 ACTION-FINE FOOD ARTS \$31,810	30,000.00	.00	.00	30,000.00
910-13509 ACTION-SAFEPRO TECH \$100K	100,000.00	(611.70)	3,748.30	103,748.30
910-13510 ACTION-SWSPOT/GILDEMEISTER 54K	54,000.00	(6,698.46)	(6,698.46)	47,301.54
910-13999 ACTION LOAN-LOAN LOSS RESERVE	(153,606.12)	.00	153,606.12	.00
910-14000 CDBG HOUSING-MO301	8,220.00	.00	.00	8,220.00
910-14001 CDBG HOUSING-A8416	10,203.84	.00	.00	10,203.84
910-14003 CDBG HOUSING-B935	18,420.02	.00	.00	18,420.02
910-14006 CDBG HOUSING-C932	8,062.00	.00	.00	8,062.00
910-14009 CDBG HOUSING-J8802	10,818.00	.00	.00	10,818.00
910-14011 CDBG HOUSING-M8501	11,000.90	.00	.00	11,000.90
910-14013 CDBG HOUSING-P954	11,000.00	.00	.00	11,000.00
910-14016 CDBG HOUSING-V902	12,504.15	.00	.00	12,504.15
910-14025 CDBG HOUSING-M0801	18,422.00	.00	.00	18,422.00
910-14026 CDBG HOUSING-B0803-0901	34,448.00	.00	.00	34,448.00
910-14030 CDBG HOUSING-HO#13-2016	8,000.00	.00	.00	8,000.00
910-14031 CDBG HOUSING-HO#4	37,795.00	.00	.00	37,795.00
910-14038 CDBG HOUSING-HO#14	18,000.00	.00	.00	18,000.00
910-14039 CDBG HOUSING-HO#15	36,815.00	.00	.00	36,815.00
910-14040 CDBG HOUSING-HO#18	4,235.00	.00	.00	4,235.00
910-15000 CAP CAT-SLIPSTREAM-\$102,500	102,500.00	.00	.00	102,500.00
910-15003 CAP CAT-SLIPSTREAM-\$42,000	42,000.00	.00	.00	42,000.00
910-15004 CAP CAT-MEEPER TECH-\$102,000	102,000.00	.00	(102,000.00)	.00
910-15006 CAP CAT- ROYAL-INVENT-27.5K	27,500.00	.00	.00	27,500.00
910-15011 CAP CAT-ROYAL-SCANALYTICS-95K	97,500.00	.00	.00	97,500.00
910-15012 CAP CAT-ROYAL-INVENTALATOR-75K	77,500.00	.00	.00	77,500.00
910-15015 CAP CAT-BLUELINE BATT-\$64,614	64,614.00	.00	(64,614.00)	.00
910-15017 CAP CAT-BLUELINE BATT \$36,600	36,600.00	.00	(36,600.00)	.00
910-15018 CAP CAT-RECRUITCHUTE \$51,050	51,050.00	.00	.00	51,050.00
910-15999 CAP CAT-LOAN LOSS RESERVE	(102,000.00)	.00	102,000.00	.00
910-16008 FACADE-BOWERS HOUSE LLC \$50K	75,000.00	.00	.00	75,000.00
910-17002 UDAG-SLIPSTREAM-LOC	12,500.00	.00	.00	12,500.00
910-17999 UDAG-LOAN LOSS RESERVE	(12,500.00)	.00	.00	(12,500.00)
910-18103 LOAN DUE FROM FD 610-CDBG	851,866.00	.00	.00	851,866.00
910-18350 LAND	275,171.53	150,068.00	161,568.00	436,739.53
910-18360 REAL ESTATE	6,128,544.00	.00	.00	6,128,544.00
TOTAL ASSETS	9,492,585.13	12,434.47	65,596.61	9,558,181.74

LIABILITIES AND EQUITY

ACTION FUND		ORIGINAL	07/31/2023			08/31/2023	Principal Pymts		
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	BALANCE	To Date	Written Off	NOTES
910-13500	PAUQUETTE CENTER LOAN RECV	\$158,320.00	\$118,344.88	1,289.52	0.00	\$117,055.36	\$41,264.64		Current
910-13501	ACTION-LEARNING DEPOT \$41,294	\$41,294.63	\$23,025.45	621.30	76.75	\$22,404.15	\$18,890.48		Current
910-13508	ACTION-FINE FOOD ARTS \$31,810	\$30,000.00	\$30,000.00	0.00	0.00	\$30,000.00	\$0.00		First pymt due 12/15/2022-Certified Demand Letter Sent 12/01/2
910-13509	ACTION-SAFEPRO TECH \$100K	\$104,360.00	\$104,360.00	611.70	5,280.30	\$103,748.30	\$611.70		On 08/10/2023 paid all past due amounts, authorized monthly withdrawals for all future loan paymnts
910-13510	ACTION-SWSPOT/GILDEMEISTER 54K	\$54,000.00	\$54,000.00	6,698.46	2,547.05	\$47,301.54	\$6,698.46		On 08/10/2023 paid all past due amounts, authorized monthly withdrawals for all future loan paymnts
910-17002	UDAG-SLIPSTREAM-LOC	\$12,500.00	\$12,500.00	0.00	0.00	\$12,500.00	\$0.00		In Default/Strive On-Still in Business
910-13503	ACTION-BIKEWISE-\$23,099	\$23,099.36	\$0.00	0.00	0.00	\$0.00	\$23,099.36		Paid Off
910-13504	ACTION-MEEPER TECH-\$97,907	\$97,907.69	\$0.00	0.00	0.00	\$0.00	\$16,116.06	\$81,791.63	Written off in Default 03/31/2023
910-13505	ACTION-MEEPER-\$82,310	\$82,310.00	\$0.00	0.00	0.00	\$0.00	\$10,495.51	\$71,814.49	Written off in Default 03/31/2023
910-13506	ACTION-BLUE LINE \$34,520	\$34,520.75	\$0.00	0.00	0.00	\$0.00	\$34,520.75		Paid off April 2023
910-13507	ACTION-BLUE LINE \$45,457	\$45,457.82	\$0.00	0.00	0.00	\$0.00	\$45,457.82		Paid off April 2023
TOTALS		\$683,770.25	\$342,230.33	\$9,220.98	\$7,904.10	\$333,009.35	\$197,154.78	\$153,606.12	
910-13999	ACTION LOAN-LOAN LOSS RESERVE		\$0.00	0.00	0.00	\$0.00			
910-17999	UDAG-LOAN LOSS RESERVE		(\$12,500.00)	0.00	0.00	(\$12,500.00)			

FAÇADE LOAN		ORIGINAL	07/31/2023			08/31/2023	Principle Pymts		
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	BALANCE	To Date	Written Off	NOTES
910-16008	FAÇADE-BOWERS HOUSE LLC \$50K	75,000.00	75,000.00	-	-	75,000.00	\$0.00		New loan April 2022/first payment due 04/11/2024
TOTALS		\$ 75,000.00	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00			

CAPITAL CATALYST		ORIGINAL	07/31/2023			08/31/2023	Payments	Amount	
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	BALANCE	To Date	Written Off	NOTES
910-15000	CAP CAT-SLIPSTREAM-\$102,500	\$102,500.00	\$102,500.00	0.00	0.00	\$102,500.00	\$6,275.00		interest only-last payment received 10/31/2016
910-15003	CAP CAT-SLIPSTREAM-\$42,000	\$42,000.00	\$42,000.00	0.00	0.00	\$42,000.00	\$0.00		annual net revenue royalty-no payments have been received.
910-15006	CAP CAT- ROYAL-INVENT-27.5K	\$27,500.00	\$27,500.00	0.00	0.00	\$27,500.00	\$500.00		annual net revenue royalty-only payment rec'd 08/26/2020
910-15011	CAP CAT-ROYAL-SCANALYTICS-95K	\$97,500.00	\$97,500.00	0.00	0.00	\$97,500.00	\$8,125.27		annual net revenue royalty-only payment rec'd 04/02/2019
910-15012	CAP CAT-ROYAL-INVENTALATOR-75K	\$77,500.00	\$77,500.00	0.00	0.00	\$77,500.00	\$1,386.77		First payment received -last payment rec'd 08/26/2020
910-15018	CAP CAT-RECRUITCHUTE \$51,050	\$51,050.00	\$51,050.00	0.00	0.00	\$51,050.00	\$0.00		annual net revenue royalty-no payments have been received.
910-15004	CAP CAT-MEEPER TECH-\$102,000	\$102,000.00	\$102,000.00	0.00	0.00	\$0.00	\$0.00	\$102,000.00	Written off in Default 04/30/2023
910-15015	CAP CAT-BLUELINE BATT-\$64,614	\$64,614.00	\$64,614.00	0.00	0.00	\$0.00	\$64,614.00		Paid off April 2023
910-15017	CAP CAT-BLUELINE BATT \$36,600	\$36,600.00	\$36,600.00	0.00	0.00	\$0.00	\$36,600.00		Paid off April 2023
TOTALS		\$601,264.00	\$601,264.00	\$0.00	\$0.00	\$398,050.00	\$117,501.04	\$102,000.00	
910-15999	CAP CAT-LOAN LOSS RESERVE		\$0.00						

HOUSING		ORIGINAL	07/31/2023			08/31/2023
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	BALANCE
910-14000	CDBG HOUSING-MO301	\$8,220.00	\$8,220.00	0.00	0.00	\$8,220.00
910-14001	CDBG HOUSING-A8416	\$10,203.84	\$10,203.84	0.00	0.00	\$10,203.84
910-14003	CDBG HOUSING-B935	\$18,420.02	\$18,420.02	0.00	0.00	\$18,420.02
910-14006	CDBG HOUSING-C932	\$8,062.00	\$8,062.00	0.00	0.00	\$8,062.00
910-14009	CDBG HOUSING-J8802	\$10,818.00	\$10,818.00	0.00	0.00	\$10,818.00
910-14011	CDBG HOUSING-M8501	\$11,000.90	\$11,000.90	0.00	0.00	\$11,000.90
910-14013	CDBG HOUSING-P954	\$11,000.00	\$11,000.00	0.00	0.00	\$11,000.00
910-14016	CDBG HOUSING-V902	\$12,504.15	\$12,504.15	0.00	0.00	\$12,504.15
910-14025	CDBG HOUSING-M0801	\$18,422.00	\$18,422.00	0.00	0.00	\$18,422.00
910-14026	CDBG HOUSING-B0803-0901	\$34,448.00	\$34,448.00	0.00	0.00	\$34,448.00
910-14030	CDBG HOUSING-HO#13-2016	\$8,000.00	\$8,000.00	0.00	0.00	\$8,000.00
910-14031	CDBG HOUSING-HO#4	\$37,795.00	\$37,795.00	0.00	0.00	\$37,795.00
910-14038	CDBG HOUSING-HO#14	\$14,671.00	\$18,000.00	0.00	0.00	\$18,000.00
910-14039	CDBG HOUSING-HO#15	\$21,090.00	\$36,815.00	0.00	0.00	\$36,815.00
910-14040	CDBG HOUSING-HO#18	\$4,235.00	\$4,235.00	0.00	0.00	\$4,235.00
TOTALS		\$228,889.91	\$247,943.91	\$0.00	\$0.00	\$247,943.91
910-14999	CDBG HOUSING-LOAN LOSS RESERVE		\$0.00			
910-35000	GENERAL LOAN LOSS RESERVE		\$0.00			

Account Name	CDA Operating	Action Bus Dev (UDAG) Checking	Façade Checking	CDBG Housing	Capital Cat Checking
Fund Account Number	Fund 900	Fund 910 xxx-127	Fund 910 xxx-442	Fund 910 xxx-450	Fund 910 xxxxxx3734
Bank	1st Citizens	1st Citizens	1st Citizens	1st Citizens	Associated
Interest Rate	5.07%	5.07%	5.07%	5.07%	2.27%
GL Account Number(s)	900-11100	910-11800 910-11801 910-11806	910-11702	910-11600	910-11900
GL Balance as of:					
09/30/2022	9,778.45	947,454.93	48,473.61	13,693.25	1,109.80
10/31/2022	70,610.54	941,037.42	48,570.01	13,720.48	1,110.04
11/30/2022	51,923.25	956,241.31	23,627.48	13,752.01	9,132.72
12/31/2022	47,001.45	963,756.47	23,693.95	13,790.70	9,134.66
01/31/2023	36,477.13	960,234.63	23,776.15	13,838.54	9,136.60
02/28/2023	26,218.59	966,150.05	23,852.75	13,883.13	9,138.35
03/31/2023	20,101.00	987,360.80	23,943.44	13,935.92	9,140.29
04/30/2023	9,695.75	1,052,763.81	24,027.83	13,985.04	117,528.05
05/31/2023	88,433.28	1,059,350.30	24,130.92	14,045.04	117,552.26
06/30/2023	82,873.78	1,065,628.09	24,229.18	14,102.23	117,769.65
07/31/2023	70,159.37	1,071,450.27	24,333.55	14,162.98	117,994.70
08/31/2023	67,781.58	942,648.10	24,437.30	14,223.37	118,220.18
Outstanding items					
Current Bank Balance	67,781.58	942,648.10	24,437.30	14,223.37	118,220.18
Difference:	0.00	0.00	0.00	0.00	0.00

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

August 2023 Interest Income

ACTION-BUS DEV-BUS PARK-XXX127	910-11800	- 4,470.75	August 2023 Interest Income
FACADE CKING-1ST CIT- XXX442	910-11702	103.75	August 2023 Interest Income
CDBG-HOUSING CHK-1CSB XXX450	910-11600	60.39	August 2023 Interest Income
CAP CAT-ASSOC BK XXXXX3734	910-11900	225.48	August 2023 Interest Income
INTEREST INCOME-ACTION FUND	910-48109-00	(4,470.75)	August 2023 Interest Income
INTEREST INCOME-FACADE	910-48103-00	(103.75)	August 2023 Interest Income
INTEREST INCOME-HOUSING	910-48104-00	(60.39)	August 2023 Interest Income
INTEREST INCOME-SEED FUND	910-48108-00	(225.48)	August 2023 Interest Income



CDA Agenda Item

Meeting Date: 09/21/2023

Agenda Item: Discussion and Possible Action for Recommendation to Common Council: Economic Development Director Salary Range

Staff Contact (name, email, phone): Bonnie Miller, CDA Administrative Assistant
bmiller@whiewater-wi.gov
 262-473-0149

BACKGROUND

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

The City is currently seeking applicants for the position of Economic Development Director and has engaged GovHR USA for assistance. Lee Szymborski of GovHR USA will provide an update.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

FINANCIAL IMPACT

(If none, state N/A)

STAFF RECOMMENDATION

ATTACHMENT(S) INCLUDED

(If none, state N/A)

ERI's Salary Assessor – Economic Development Director
 Salary Comparison - Whitewater

	Whitewater		Chippewa Falls		River Falls		Hartford		Beaver Dam	
	Public	Private	Public	Private	Public	Private	Public	Private	Public	Private
Finance & Administrative Services Director (mean base salary)										
Finance Director	\$ 165,142	\$ 177,322	\$ 132,466	\$ 177,341	\$ 141,276	\$ 189,135	\$ 142,161	\$ 190,320	\$ 132,349	\$ 177,184
HR Director	\$ 93,067	\$ 140,943	\$ 108,147	\$ 140,186	\$ 119,050	\$ 154,318	\$ 118,297	\$ 153,342	\$ 108,606	\$ 140,781
IT Director	\$ 113,896	\$ 147,858	\$ 113,721	\$ 147,632	\$ 123,103	\$ 159,810	\$ 123,284	\$ 160,046	\$ 113,795	\$ 147,727
Administrative Director	\$ 96,753	\$ 120,904	\$ 95,560	\$ 119,413	\$ 107,761	\$ 134,660	\$ 105,950	\$ 132,398	\$ 96,612	\$ 120,728
Economic Development Director (mean base salary)										
	\$ 116,703	\$ 155,176	\$ 117,386	\$ 156,084	\$ 124,724	\$ 165,842	\$ 129,170	\$ 171,754	\$ 116,607	\$ 155,049

ERI's Salary Assessor ®

Salaries By Employees

Today's Date: 7/3/2023

Data as of: 7/1/2023

Economic Development Director

eDOT: 189117519

SOC:111011

Pay Period: Annual

Employees	Base Salaries					Incentive					Total Cash				
	10th Percentile	25th Percentile	Mean	75th Percentile	90th Percentile	10th Percentile	25th Percentile	Mean	75th Percentile	90th Percentile	10th Percentile	25th Percentile	Mean	75th Percentile	90th Percentile
1,370	114,360	127,741	144,486	162,628	180,024	21,631	24,326	27,657	31,352	34,855	135,991	152,067	172,143	193,980	214,879
137	92,631	103,304	116,703	131,133	145,009	11,763	13,228	15,040	17,049	18,954	104,393	116,533	131,742	148,182	163,964
14	72,029	80,136	90,361	101,273	111,812	7,419	8,343	9,486	10,753	11,955	79,448	88,479	99,847	112,026	123,767

All Values in United States Dollars

Organization Data:

Area: Whitewater, Wisconsin

Industry: Government Support Services

Codes: eSIC: 9100, NAICS: 921100, usSEC: 9721

Employees: 137

Education Adjustment:

Skill Adjustment:

Certification Adjustment:

Shift Work Adjustment:


Planning Date: 7/3/2023

Annualized Salary Trend: 2.8% (Adjustment: 0%)

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	CDA Agenda Item
Meeting Date:	09-21-2023
Agenda Item:	Update Regarding Proposed Listing Contract and Brokerage Services for the City of Whitewater
Staff Contact (name, email, phone):	Bonnie Miller, CDA Administrative Assistant bmiller@whitewater-wi.gov 262-473-0149

BACKGROUND

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

At the request of Jeff Knight who asked to be briefed on how the RFP process was handled, I am providing the following to the Board:

The Listing Contract entered into with Twelve2 Commercial Group in November of 2021 is scheduled to expire on 10/31/2023. The CDA issued a Request for Proposal on July 3, 2023 seeking proposals for listing and brokerage services for the City of Whitewater for a term to begin on November 1, 2023. The RFP was published in the *Whitewater Register* for two consecutive weeks with a proposal deadline of August 3, 2023 at 3:00 p.m. As of August 3, 2023, the CDA received two proposals from the following: Anderson Commercial Group and a proposal from Legacy Realty Group. It should be noted that Twelve2 did not submit a new proposal at that time.

On August 2, 2023, the CDA received an email from Ms. Kristen Parks of Anderson Commercial Group requesting a timeline for the Board to review and vote on the proposals and indicated that they would like to be available to answer any questions. I replied to her email stating that the tentative plan was to present the proposals to the CDA for review and discussion in open session at the August 17, 2023 CDA meeting, followed by an invitation to both submitters to attend the September 21, 2023 CDA meeting for an in-person presentation. The City had not received a similar request for information from Legacy Realty Group, however, I sent a similar email to Legacy Realty with the same information affording them the opportunity to choose to attend the meeting.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

Both proposals were presented to the CDA Board for discussion only at the August 17, 2023 CDA meeting. Ray Gooden (Anderson Commercial Group) chose to attend the meeting and was invited to address the Board. A representative of Legacy Realty Group did not attend. The Board directed Staff to request that representatives of both submitters attend the September 21, 2023 CDA meeting to present a proposed contract for consideration by the Board.

FINANCIAL IMPACT

(If none, state N/A)

STAFF RECOMMENDATION

Discussion and consideration of the proposed contracts and final section will be placed on the Agenda for the October 19, 2023 CDA meeting.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

- Memorandum Dated 09/13/2023 to CDA Board from Bonnie Miller, CDA Administrative Assistant.
 - Correspondence dated July 16, 2023 addressed to Twelve2 Commercial Group LLC.
 - Request for Proposals (RFP) – Listing and Brokerage Services for City of Whitewater, Wisconsin.
 - Proposal received July 25, 2023 from Anderson Commercial Group.
 - Proposal received August 3, 2023 from Legacy Realty Group.
 - Email from Kristen Parks received by Bonnie Miller on August 7, 2023 at 10:44 a.m. , with subsequent reply on behalf of the CDA by Bonnie Miller dated August 16, 2023 at 9:32 a.m.
 - Email from Bonnie Miller dated August 16, 2023 at 9:36 a.m. addressed to Tim Vandeville of Legacy Realty Group.
 - Proposed Contract from Legacy Realty Group
 - Proposed Contract from Anderson Commercial Group.
 - Email from John Weidl to Bonnie Miller containing a series of emails regarding an email from Dave Hazenfield of Twelve2 Commercial Group to Common Council President Patrick Singer and Council Member Jim Allen dated 09/13/2023.
-



Bonnie L. Miller, Administrative Assistant
for Economic Development

312 W. Whitewater Street
Whitewater, WI 53190
bmiller@whitewater-wi.gov
PHONE: (262) 473-0149

To: Community Development Authority Board of Directors

Date: September 13, 2023

Re: Existing Listing Contract with Twelve2 Commercial Group (f/k/a H2C Commercial Group)

Gentlemen:

As most of you know, I have been a part-time member of the Community Development Authority staff for over five years and have been through various transitions from two Economic Development Directors, a year without any Director, two Interim ED Directors, and now under the direction of City Manager John Weidl. I have recently been promoted to a full-time position and am happy to say that I am very busy. I am involved at a staff level with many of the developments working their way through the development and approval process with City Staff. John's leadership provides me with clear direction when assigned a task, he respects my knowledge of the City of Whitewater, encourages me to take initiative and supports the work that I am doing. I appreciate that he makes himself available to hear my questions or concerns. I was assigned the task of issuing the RFP for Brokerage Services and handling the submittals that came in.

The following is a narrative of my experience working with Twelve2 Commercial Group:

Over the course of the term of the existing Listing Contract between the CDA/City of Whitewater and Twelve2 Commercial Group, I have no direct knowledge that they were successful in bringing any potential development opportunities to Whitewater. As the Administrative Assistant for the CDA, I do not recall receiving regular correspondence or phone calls from anyone at Twelve2 Commercial Group notifying the CDA of a specific potential buyer or providing an update regarding their marketing efforts until after 06/16/2023.

On 06/01/2023, the CDA closed on the sale of vacant land in the Business Park located at 501 Prospect Drive to Becker & Bolton LLC. To the best of my knowledge, Twelve2 Commercial Group did not participate in the marketing or sale of the property to this buyer, however, pursuant to their Listing Contract, a commission check in the sum of \$10,764.00 was issued. I drafted a letter addressed to Twelve2 Commercial Group on behalf of City Manager John Weidl notifying them of the recent sale and included the \$10,764.00 commission check with the letter. A copy of the transmittal letter dated 06/16/2023 is attached evidencing that Twelve2 Commercial Group was notified in that letter that the City had decided not to renew their contract. Shortly after sending the 06/16/2023 letter, I was contacted by a representative of Twelve2 Commercial Group suggesting a potential buyer for a lot in the Industrial Park. The potential buyer was a company that manufactured cement forms and would utilize significant outside storage of those forms, clearly a use prohibited by the Declaration of Covenants and

Restrictions of the Whitewater Business Park, a copy of which had been provided to Twelve2 Commercial Group when the Listing Contract was signed.

Further, the initial marketing material provided by Twelve2 consisted of a bi-fold marketing brochure printed on glossy paper, however, there were several errors that required correcting. For example, the parcels located in our Technology Park were listed as being zoned B-2 Central Business District even though they were depicted on the map as being in the Technology Park. I notified Twelve2 of the errors and requested revisions. At the same time, I took the opportunity to substitute one of the pictures the City had initially supplied as well. During the term of their contract, I requested additional copies of the marketing material. Rather than provide the original bi-fold version on glossy paper, I was provided with a stapled version on regular copy paper. The gentlemen who delivered them to City Hall stated that the more appealing bi-fold glossy version was too expensive. I considered that to be very unprofessional.

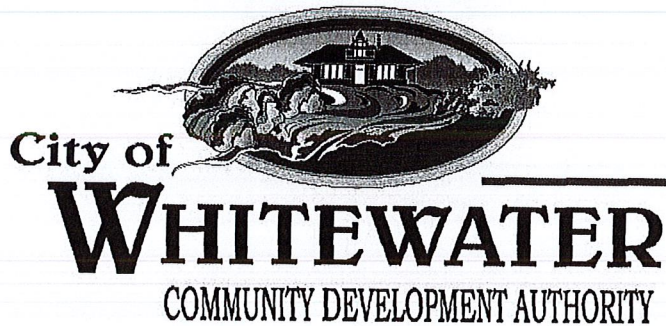
Prior to engaging with Twelve2 Commercial Group, the City entered into individual listing contracts with our local realtors, each with a list of properties to list respectively. Although their efforts were not successful, during the term of those contracts, our local listing agents maintained contact with the CDA and provided regular updates regarding their marketing efforts. When those contracts expired, the then-CDA Director, Cathy Anderson, engaged in discussions with H2C Commercial Group LLC (now known as Twelve2 Commercial Group) and subsequently entered into the current listing contract. If an RFP was done at that time, I am not aware of it, nor am I aware that any inquiries were made with any other commercial listing agents other than H2C Commercial Group LLC (now known as Twelve2 Commercial Group).

At the direction of City Manager John Weidl, I prepared the RFP with input from a member of City Staff, published it in the newspaper for the requisite two weeks, and subsequently received the two submittals. I am not aware of any requirement that I contact any individual brokerage service with an invitation to submit a proposal, whether it be the existing firm whose contract was expiring on 10/31/2023 or otherwise. I believe I have acted in a fair and transparent manner with regard to the RFP without regard for any pre-existing relationship the City has with Twelve2 Commercial Group. They were free to submit a new proposal and apparently chose not to do so.

It is my hope that the CDA diligently reviews the two proposals submitted and evaluates the merits of each proposal, along with the in-person presentations anticipated at the CDA Meeting on 09/21/2023, and elects to engage a brokerage firm that is invested in growing business in Whitewater. The Citizens of Whitewater deserve nothing less.

Respectfully submitted,

Bonnie L. Miller, CDA Administrative Assistant

COPY

312 W. Whitewater Street
Whitewater, WI 53190
PHONE: (262) 473-0148
FAX: (262) 473-0549

June 16, 2023

Twelve2 Commercial Group LLC
461 River Crest Court
Mukwonago, WI 53149

Re: City of Whitewater to Becker & Bolton LLC
Sale of Lot 6B in the Whitewater Business Park (Tax Parcel No. 292-0515-3434-001)

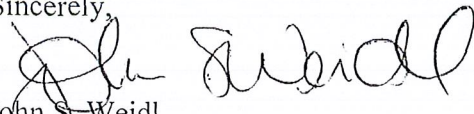
Gentlemen:

Enclosed herewith are the following:

1. Copy of fully-executed Settlement Statement.
2. Check #095361 made payable to Twelve2 Commercial Group LLC in the sum of \$10,764.00 in payment of the commission due pursuant to Vacant Land Listing Contract between the City of Whitewater and Twelve2 Commercial Group LLC dated November 1, 2021.

The above referenced Vacant Land Listing Contract expires on midnight October 31, 2023. You are hereby notified that the City of Whitewater has decided not to renew that contract.

Sincerely,



John S. Weidl
City Manager

Enclosures

CITY OF WHITEWATER

P.O. BOX 690
WHITEWATER, WI 53190

Item 6.

NO. 095361

THE FIRST CITIZENS STATE BANK
WHITEWATER, WISCONSIN

DATE

CHECK NO.

AMOUNT

06/16/2023

95361

*\$ 10,764.00

Ten Thousand Seven Hundred Sixty-Four and 00/100 Dollars

PAY TO
THE
ORDER
OFTWELVE2 COMMERCIAL GROUP LLC
461 RIVER CREST CT
MUKWONAGO WI 53149

Jeremiah Thomas

CITY CLERK

John S. Weidner

CITY TREASURER

⑈095361⑈ ⑆075902337⑆ 100⑈036⑈

095361

City of Whitewater, Accounts Payable Department - 262-473-1381 or 262-473-1382

Payee: TWELVE2 COMMERCIAL GROUP LLC

CHECK NO.: 95361

Check Issue Date: 06/16/2023

Check Amount: 10,764.00

VENDOR NO.:

9691

INV DATE

INVOICE NO

INVOICE DESCRIPTION

GL ACCT NUMBER

NET AMOUNT

06/16/2023

BECKER&BOLTON S BECKER&BOLTON SALE COMMISSION

100-15205

10,764.00

TOTAL AMOUNT:

10,764.00

First Citizens State Bank
ALTA Universal ID
309 S. Main St
Jefferson, WI 53549

File No./Escrow No.: 34148
Print Date & Time: May 31, 2023 at 09:21:AM
Officer/Escrow Officer: First Citizens State Bank
Settlement Location: 207 W Main St
 Whitewater, WI 53190



Property Address: 501 N Prospect Dr
 Whitewater, WI 53190
Borrower: Becker & Bolton LLC
Seller: City of Whitewater, Wisconsin
Lender: First Citizens State Bank
Settlement Date: June 1, 2023
Disbursement Date: June 1, 2023

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
Financial				
	\$ 107,640.00	Sale Price of Property	\$ 107,640.00	
\$ 107,640.00		Seller Credit		\$ 107,640.00
Prorations/Adjustments				
Loan Charges to First Citizens State Bank				
Other Loan Charges				
Impounds				
Title Charges & Escrow / Settlement Charges				
		Title - Lender's Policy	to Fidelity Land Title	\$ 1,379.00
		Title Fees	to Fidelity Land Title	\$ 1,127.00
Government Recording and Transfer Charges				
		Recording Fees	to Register of Deeds	\$ 35.00
Payoffs				
Miscellaneous				
		Commission	to Twelve2 Commercial Group, LLC	\$ 10,764.00
\$ 107,640.00	\$ 107,640.00	Subtotals	\$ 120,945.00	\$ 107,640.00
		Balance Due FROM BUYER		\$ 13,305.00

Seller			Borrower/Buyer	
Debit	Credit		Debit	Credit
\$ 107,640.00	\$ 107,640.00	TOTALS	\$ 120,945.00	\$ 120,945.00

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize First Citizens State Bank to cause the funds to be disbursed in accordance with this statement.

Becker & Bolton LLC

By: 

Jaimie J. Becker, Member

By: 

Benjamin K. Bolton, Member

City of Whitewater, Wisconsin

By: 

John Weidl, City Manager

By: 

Jeremiah Thomas, Interim City Clerk

N/A
First Citizens State Bank, Escrow Officer



REQUEST FOR PROPOSALS (RFP)
Listing and Brokerage Services for City of Whitewater, Wisconsin

ISSUE DATE: July 3, 2023

PROPOSAL DEADLINE: August 3, 2023 AT 3:00 P.M. (Central Time)

SUBMIT TO:

City of Whitewater – City Manager’s Office
 Attention: Bonnie Miller, Administrative Assistant
 312 West Whitewater Street
 P.O. Box 178
 Whitewater, WI 53190

I. BACKGROUND: The City of Whitewater, Wisconsin (the “City”) owns undeveloped land, including commercial and residential parcels. To maximize the return and efficiency on these assets, the City is seeking qualified brokerage services to facilitate the sale of property on the City’s behalf.

II. SCOPE OF SERVICES: The selected broker(s) will provide the following services, but are not limited to:

- Conducting market analyses.
- Developing marketing strategies and materials.
- Handling inquiries and showing properties.
- Representing the City during negotiations.
- Providing expert advice and consultation on real estate market conditions, potential returns, and investment opportunities.

III. PROPOSAL REQUIREMENTS: All proposals must include:

- An executive summary of the proposal.
- A detailed description of the firm’s history, size, structure, personnel and experience providing similar services to government entities.
- Proposed team structure and resumes of key personnel to be assigned to this project.
- Description of the firm’s knowledge of the local real estate market and demonstrated experience in managing and selling similar properties.
- A detailed fee proposal, outlining commission rates, fees, and any other potential costs to be incurred by the City.
- References from at least three (3) clients for whom the proposer has provided similar services.

IV. EVALUATION CRITERIA: Proposals will be evaluated based on:

- Qualifications and experience of the firm and proposed team.
- Understanding of local real estate market conditions and trends.
- The demonstrated ability to provide the services required.
- Fee proposal.

V. TERMS AND CONDITIONS: The City reserves the right to reject any and all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety this RFP if it is in the best interests of the City to do so.

For questions or clarifications regarding this RFP, please contact:

John Weidl, City Manager
jweidl@whitewater-wi.gov
262-473-0104

The City of Whitewater encourages participation from all qualified brokerage firms, including Minority and Women Business Enterprises (M/WBE).

The City of Whitewater, Wisconsin is an Equal Opportunity Employer.

REQUEST FOR PROPOSALS (RFP) Listing and Brokerage Services for City of Whitewater, Wisconsin

ISSUE DATE: July 3, 2023

PROPOSAL DEADLINE:

August 3, 2023
At 3:00 P.M. (Central Time)

SUBMIT TO:

City of Whitewater - City
Managers Office
Attention: CDA Administrative
Assistant
312 West Whitewater Street
P.O. Box 178
Whitewater, WI 53190

I. BACKGROUND: The City of Whitewater, Wisconsin (the "City") owns undeveloped land, including commercial and residential parcels. To maximize the return and efficiency on these assets, the City is seeking qualified brokerage services to facilitate the sale of property on the City's behalf.

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- A detailed description of the firm's history, size, structure, personnel, and experience providing similar services to government entities.
- Proposed team structure and resumes of key personnel to be assigned to this project.
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For questions or clarifications regarding this RFP, please contact:

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jweidl@whitewater-wi.gov
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(Published in
Whitewater Register
July 6 & 13, 2023
WNAXLP-440561)

Bonnie Miller

From: Bonnie Miller
Sent: Wednesday, August 16, 2023 9:32 AM
To: Kristen Parks
Subject: RE: Municipal representation.

The CDA will first see the submittals (2) on August 17, 2023 for initial review and discussion in open session. The tentative plan would then be to invite both submitters to the September 21st meeting to appear before the Board for an in-person presentation and an opportunity for the Board to ask questions.

You are certainly welcome to attend tomorrow night's meeting since all CDA meetings are public meetings.

Thank you for your interest in Whitewater!

Bonnie

From: Kristen Parks <kparks@acgwi.com>
Sent: Monday, August 7, 2023 10:44 AM
To: Bonnie Miller <BMiller@whitewater-wi.gov>
Cc: Ray Goodden <rgoodden@acgwi.com>
Subject: Re: Municipal representation.

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 Bonnie

Could you give an update on the timeline for the board to review and vote of the city representation? I would like to put it on our calendar so we can be available to answer any questions.

Kristen Parks
 Vice President

(C) [414.550.8925](tel:414.550.8925)
 (D) [414.858.5226](tel:414.858.5226)
kparks@acgwi.com

Anderson Commercial Group, LLC
5000 S Towne Drive, Suite 100
 New Berlin, WI 53151
[Acgwi .com](http://Acgwi.com)

Confidentiality Note: This e-mail and any attachments are confidential and may be protected by legal privilege. If you are

Bonnie Miller

From: Bonnie Miller
Sent: Wednesday, August 16, 2023 9:36 AM
To: Tim Vandeville (tim@trustinlegacy.com)
Subject: RFP - Listing & Brokerage Services for City of Whitewater
Attachments: 08_17_2023 CDA Agenda.pdf

FYI: The CDA will first see the proposals received for Listing & Brokerage Services for the City on August 17, 2023 for initial review and discussion in open session. The tentative plan would then be to invite both submitters to the September 21st meeting to appear before the Board for an in-person presentation and an opportunity for the Board to ask questions. However, you are certainly welcome to attend tomorrow night's meeting since all CDA meetings are public meetings.

Thank you for your interest in Whitewater!

Thank you.

Bonnie L. Miller
Administrative Assistant



Community Development Authority
312 West Whitewater Street
Whitewater, WI 53190
Phone: 262-473-0149
bmiller@whitewater-wi.gov

Bonnie Miller

From: John Weidl
Sent: Wednesday, September 13, 2023 12:58 PM
To: Lisa Dawsey Smith
Cc: Bonnie Miller; patricksinger@gmail.com
Subject: Re: City of Whitewater Listing

Bonnie, please include the correspondence below in the agenda item related to brokerage services, however that shakes out.

Best, - JSW

John S. Weidl
 City Manager, City of Whitewater

312 W. Whitewater St., Whitewater, WI 53190
 262-473-0104 | jweidl@whitewater-wi.gov
www.whitewater-wi.gov

From: Lisa Dawsey Smith <LDawseySmith@whitewater-wi.gov>
Sent: Wednesday, September 13, 2023 12:56:20 PM
To: John Weidl <jweidl@whitewater-wi.gov>
Cc: Bonnie Miller <BMiller@whitewater-wi.gov>
Subject: Re: City of Whitewater Listing

Good afternoon,

To address the questions that you have posed below, I am always happy to provide my insight on committee meetings to which I serve at the pleasure of appointment by the body as that is my responsibility to do so. I recognize that in the absence of the economic development director who was on staff at the time of the listing, prior committee member input is necessary for context on many items especially in light of the limited detail in committee minutes online. Fortunately, this is a committee that is filmed so some of what I may share is easily accessible through the online recording.

"As you were previously on the CDA as a representative from the Common Council, can you please share your experiences with 12/2 commercial? How would you describe their success? How would you describe any shortcomings? Anything that was done exceptionally well or needed improvement? Would you be likely to simply extend their arrangement with the city or would you want to test the market? Any insight you can provide would be appreciated."

My experience with 12/2 commercial is mostly observational - I don't see that there has been a benefit to the community to date. I would use the metric of whether any lots have sold during their contract that were leads brought by the listing agent. I would also be curious as to whether any of their surrounding listings have sold. There is a parcel of farmland on the outskirts of the city that has a visibly damaged real estate sign in place for well over 6 months. I believe I have shared that concern briefly in one of our monthly meetings John, because they do hold the

listing contract for the city, that basic maintenance failure could negatively impact municipal land listings in my opinion because it does tarnish their brand on one of the most heavily traveled routes out of the city particularly with the expansion of the industrial park in Milton which is on that same roadway. I also had the opportunity to speak with an area developer when I was still the council president because of the rapid expansion into Milton to inquire as to why they were having success when our own listings did not appear to see any movement.

I personally navigated a situation also as a representative on the fire department board which was a very complex and divisive concern when sale signs were placed on hospital hill without notification of the then separately functioning fire department because of a reimbursement order by a court tied to the property. I contacted the City Manager at the time, because he did not speak to the council or CDA prior to those signs being placed to speak to the nuances of the not insubstantial cost to the city if the land sold. Especially in light of the still unresolved need for a policy to govern the TID extension funds at that time.

Regarding an extension of contract, I would first question the framework for the requirement of an RFP in accordance with city policy. It is my understanding that the potential threshold for compensation to the listing agent would require multiple solicited bids regardless of intent to renew or not - not unlike how other contracts are handled. While I am not a member of staff, that would seem the logical first step in my opinion.

In hindsight there are also several things that are highlighted in the presentation of information to the CDA in the initial consideration of a commercial real estate listing that either didn't happen (utilization of additional online resources that a residential realtor doesn't deploy as evidenced by diminished or absence of leads), that I don't feel are factually complete enough (the assertion of a filled industrial park in a neighboring community), a resident's stated concern for residential listing agents who are local to maintain ability to list parcels (Platner realty has a number of successes in the region with commercial real estate sales and is one someone I have relied on multiple times when fielding inquiries by businesses seeking to locate in our historical commercial district in my volunteer duties) as a sample representation of items that can be viewed on the recording of the 06/24/21 recording for the CDA. There are also a number of times where it has been expressed by the CDA to consider whether to renew the contract based on a number of other factors in the last year or more. I would argue it is our responsibility to taxpayers to carefully consider all contracts for renewal not unlike how the copier contract was evaluated because that level of diligence is a trust building opportunity with the taxpaying community.

I would be curious as to what other details I am not aware of in this situation because of the particular timestamps and verbiage in the email chain below make it appear that there may be conversations occurring with the real estate listing agent by members of the board not in a public meeting which is in my opinion not consistent with our mandates for open meeting law and our own transparency ordinance.

Kind regards,

Lisa

Lisa Dawsey Smith
Alder At Large
City of Whitewater | <https://www.whitewater-wi.gov>

Phone: (262)510-4183
Email: LDawseySmith@whitewater-wi.gov

Item 6.

"Nothing is an obstacle unless you say it is." -Wally Amos

From: John Weidl <jweidl@whitewater-wi.gov>
Sent: Wednesday, September 13, 2023 11:52 AM
To: Lisa Dawsey Smith <LDawseySmith@whitewater-wi.gov>
Cc: Bonnie Miller <BMiller@whitewater-wi.gov>
Subject: Fwd: City of Whitewater Listing

Lisa,

Bonnie will send you the next CDA agenda illustrating that a conversation about brokerage services for the CDA will be on the agenda. Also, there might be a specific agenda item related to the correspondence below. However, the performance of the city's previous broker will be covered at the next CDA meeting.

As you were previously on the CDA as a representative from the Common Council, can you please share your experiences with 12/2 commercial? How would you describe their success? How would you describe any shortcomings? Anything that was done exceptionally well or needed improvement? Would you be likely to simply extend their arrangement with the city or would you want to test the market? Any insight you can provide would be appreciated.

Best, - JSW

John S. Weidl
City Manager, City of Whitewater

312 W. Whitewater St., Whitewater, WI 53190
262-473-0104 | jweidl@whitewater-wi.gov
www.whitewater-wi.gov

From: Bonnie Miller <BMiller@whitewater-wi.gov>
Sent: Wednesday, September 13, 2023 11:49:38 AM
To: John Weidl <jweidl@whitewater-wi.gov>
Subject: FW: City of Whitewater Listing

From: James Allen <JAllen@whitewater-wi.gov>
Sent: Wednesday, September 13, 2023 10:05 AM
To: Bonnie Miller <BMiller@whitewater-wi.gov>
Subject: Fwd: City of Whitewater Listing

Here you are Bonnie

Get [Outlook for iOS](#)

From: Dave Hazenfield <DH@Twelve2CG.com>
Sent: Wednesday, September 13, 2023 9:56:08 AM

To: James Allen <JAllen@whitewater-wi.gov>; patrickssinger@gmail.com <patrickssinger@gmail.com>
Subject: RE: City of Whitewater Listing

Item 6.

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.

Sorry, correction to my email below: Our firm's listing contract expires October 31, 2023, so it should read "effective November 1, 2023".

Thank you,

Dave Hazenfield | Principal
Twelve2 Commercial Group
T (262) 436-4760 x218 | M (262) 470-3810
461 River Crest Court, Mukwonago, WI 53149
www.twelve2cg.com | dh@twelve2cg.com | [LinkedIn](#)



From: Dave Hazenfield
Sent: Wednesday, September 13, 2023 9:36 AM
To: 'jallen@whitewater-wi.gov' <jallen@whitewater-wi.gov>; 'patrickssinger@gmail.com' <patrickssinger@gmail.com>
Subject: City of Whitewater Listing

Dear Mr. James Allen and Mr. Patrick Singer,

I am forwarding an attached letter from your City Manager, Mr. John Weidl, terminating our listing contract and past relationship. He did not state a reason or extend any opportunity to Twelve2 Commercial to discuss termination or possible renewal with the Common Council or the CDA. However, my understanding is that he has given the opportunity to two other real estate firms to present their company's services for assuming our position effective September 1, 2023. I have attached a letter addressed to you for review. I am only bringing this to your attention as our firm's financial and time invested into the City of Whitewater is significant, and we feel that this situation was handled very unprofessionally! Thank you for your time!

Sincerely,

Dave Hazenfield | Principal
Twelve2 Commercial Group
T (262) 436-4760 x218 | M (262) 470-3810
461 River Crest Court, Mukwonago, WI 53149
www.twelve2cg.com | dh@twelve2cg.com | [LinkedIn](#)



Project Proposal

Listing and Brokerage Services for City
of Whitewater, Wisconsin

AUGUST
2023

Presented To

City of Whitewater – City Manager’s Office
Attention: CDA Administrative Assistant
312 West Whitewater Street
P.O. Box 178
Whitewater, WI 53190

Presented By

Legacy Realty Group
Tim Vandeville Jr.
401 N Milwaukee St # 1,
Waterford, WI 53185

Executive Summary

Legacy Realty Group LLC is excited to submit our proposal to provide expert real estate brokerage services to the City of Whitewater, Wisconsin. As a firm, we bring experience, local market insights, and a commitment to serve the city's unique needs. Our owner and broker, Tim Vandeville Jr., will personally manage this project, applying his years of experience in both residential and commercial real estate to secure the best outcomes for the City of Whitewater.





About Our Firm

Established in 2018, Legacy Realty Group LLC has grown to a team of 8 full-time Realtors specializing in residential and commercial real estate. Our Managing Broker, Tim Vandeville Jr., has experience working with local government entities, including the Village of Waterford and the Village of Union Grove, and has represented large companies, including PRE/3, a multi-family developer and property management company.



Proposed Team and Experience

Tim Vandeville Jr., our Broker/Owner, will be the sole representative assigned to this project. An award-winning realtor and respected member of the community, Tim's accomplishments include the Emerging Leader Award in 2018, Rising Star in 2019, Realtor of the Year in 2022, and top 40 under 40 in the Milwaukee area in 2022. He has successfully worked on apartment developments, single-family developments, commercial developments, and land acquisition, bringing invaluable experience to this project.

Understanding of Local Real Estate Market

Tim Vandeville Jr.'s expertise extends to the Whitewater real estate market. He has successfully facilitated residential sales and is currently negotiating on a proposed project of over 100 apartment units in Whitewater. He understands the local market's unique challenges, such as lack of inventory, and will employ creative solutions to navigate these issues.



Marketing Strategies and Market Analysis

Our marketing strategy aims to match local developers and expanding businesses with the right opportunities. We will conduct an in-depth market analysis to determine the best approach, factoring in the complexity of the TID and the City's long-term vision. Past successful campaigns, such as assisting a local restaurant in Waterford with a \$2 million expansion, testify to our strategic and efficient approach.



Handling Inquiries, Showing Properties, and Negotiations

Tim will personally handle all inquiries, ensuring the right buyer matches the right opportunity. He will conduct timely property showings and follow up with potential buyers, facilitating a smooth and efficient process. During negotiations, Tim's experience with municipalities and understanding of TID complexities will prove invaluable. He will work closely with the City manager to represent the City's best interests, aligning negotiations with the City's long-term vision.

Fee Structure

We propose a commission rate of 4.5% based on the asking price of each parcel. This rate will cover all marketing expenses, including photos and videos of various locations. The commission is based on the list price and remains fixed regardless of the final sale price, providing predictability for the City. Any additional, non-traditional marketing expenses will be discussed and agreed upon prior to initiation.

References

Zeke Jackson

Village of Waterford Administrator
262-806-1750

Chris Slater

Owner of Hartland Shores
262-349-0020

Peter Turke

Attorney at Turke & Strauss
262-758-7100



Thank You

We look forward to the opportunity to work with the City of Whitewater and support its real estate objectives.



WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

1 **SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**

2 ■ **PROPERTY DESCRIPTION:** Street address is: _____ parcel # A455500001
3 in Section _____ in the City of Whitewater, County of Walworth,
4 Wisconsin. Insert additional description, if any, at lines 313-317 or attach as an addendum per lines 318-319.

5 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Fixtures not excluded on lines 8-9, and
6 the following items: _____
7 _____

8 ■ **NOT INCLUDED IN LIST PRICE:** _____
9 _____

10 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**
11 **lessor. (See lines 239-244).**

12 ■ **LIST PRICE:** _____ Dollars (\$ _____).

13 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is
14 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,
15 agreements or conservation easements, (county, state or federal): _____
16 _____

17 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) **STRIKE ONE**
18 has been assessed as agricultural property under use value law.

19 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:
20 _____

21 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is subject
22 to the following special zoning, land use, development restrictions or other conditions affecting the Property:
23 _____

24 ■ **RIGHT OF FIRST REFUSAL:** There (is) (is not) **STRIKE ONE** a right of first refusal on part or all of the Property.

25 ■ **ZONING:** Seller represents that the property is zoned: M-1

26 ■ **UTILITY CONNECTIONS:** Seller represents that the locations of the following utility connections are as follows:
27 (e.g. at the lot line, on the property, across the street, unknown, unavailable, etc.): electricity _____

28 _____; gas _____; municipal sewer _____;

29 municipal water _____; telephone _____;

30 cable _____; other _____

31 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
32 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 5-7 during the term
33 of this Listing. The marketing may include: MLS, internet, social media, etc.

34 _____ . The Firm and its agents may advertise the following
35 special financing and incentives offered by Seller: _____

36 _____ . Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See
37 lines 174-180 regarding the Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer
38 known to Seller. Seller agrees that the Firm and its agents may market other properties during the term of this Listing.

39 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Property.**

40 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing
41 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.
42 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.

43 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**
44 The following other buyers _____

45 _____ are excluded from this Listing until _____
46 [INSERT DATE]. These other buyers are no longer excluded from this Listing after the specified date unless, on or before
47 the specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.

48 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms: TBD (see proposal)
49 _____ . (Exceptions if any): _____

50 **COMMISSION** The Firm's commission shall be TBD (see proposal)
51 _____

52 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:

- 53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at, or above, the list price and on substantially the same terms set forth in this Listing and the current WB-13 Vacant Land Offer to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer submitting the written offer has the ability to complete the buyer's obligations under the written offer.

The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys, exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by divorce judgment.

■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date set for closing, even if the transaction does not close, unless otherwise agreed in writing.

■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:

- Under 1) or 2) the total consideration between the parties in the transaction.
- Under 3) or 4) the list price if the entire Property is involved.
- Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for which there was an effective change in ownership or control.
- Under 5) the total offered purchase price.

NOTE: If a commission is earned for a portion of the Property it does not terminate the Listing as to any remaining Property.

BUYER FINANCIAL CAPABILITY The Firm and its agents are not responsible under Wisconsin statutes or regulations to qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any offer to purchase or contract.

LIEN NOTICE The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) real property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

DISCLOSURE TO CLIENTS

Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe certain duties to all parties to a transaction:

- (a) The duty to provide brokerage services to you fairly and honestly.
- (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.
- (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law. (See lines 245-248.)
- (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your confidential information or the confidential information of other parties. (See lines 151-166.)
- (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT. A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:

- (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect your transaction, unless you release the firm from this duty.
- (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
- (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests that are within the scope of the agency agreement.
- (d) The firm and its agents will negotiate for you, unless you release them from this duty.
- (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless required by law, give information or advice to other parties who are not the firm's clients, if giving the information or advice is contrary to your interests.

If you become involved in a transaction in which another party is also the firm's client (a "multiple representation relationship"), different duties may apply.

MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services through designated agency, which is one type of multiple representation relationship.

116 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
 117 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
 118 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
 119 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
 120 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
 121 any of your confidential information to another party unless required to do so by law.

122 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize
 123 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
 124 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
 125 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
 126 agent may represent more than one client in a transaction.

127 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
 128 services to more than one client in the transaction.

129 **CHECK ONLY ONE OF THE THREE BELOW:**

- 130 ☐ The same firm may represent me and the other party as long as the same agent is not representing us
 131 both. (multiple representation relationship with designated agency)
- 132 ☒ The same firm may represent me and the other party, but the firm must remain neutral regardless if one or
 133 more different agents are involved. (multiple representation relationship without designated agency)
- 134 ☐ The same firm cannot represent both me and the other party in the same transaction. (I reject multiple
 135 representation relationships)

136 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may**
 137 **modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your**
 138 **agency agreement the commission or fees that you may owe to your firm. If you have any questions about the**
 139 **commission or fees that you may owe based upon the type of agency relationship you select with your firm,**
 140 **you should ask your firm before signing the agency agreement.**

141 **SUBAGENCY**

142 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by
 143 providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not put
 144 their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to
 145 other parties if doing so is contrary to your interests.

146 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage**
 147 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**
 148 **advisor, or home inspector.**

149 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language
 150 summary of the duties owed to you under section 452.133 (2) of the Wisconsin statutes.

151 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to
 152 the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person
 153 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to
 154 disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm
 155 is no longer providing brokerage services to you.

156 The following information is required to be disclosed by law:

- 157 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 245-248).
 158 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
 159 the property or real estate that is the subject of the transaction.

160 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 161 information below (see lines 163-164). At a later time, you may also provide the Firm with other information you
 162 consider to be confidential.

163 **CONFIDENTIAL INFORMATION:** _____

164
 165 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): _____

166
 167 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 168 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
 169 subagents (other firms engaged by the Firm - see lines 141-145) and firms representing buyers. Cooperation includes
 170 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
 171 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to
 172 attend showings, and the specific terms of offers which should not be submitted to Seller: _____

174 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's
 175 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control
 176 which are required in connection with the sale. Seller authorizes the Firm to do those acts reasonably necessary to
 177 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,
 178 Internet advertising or a lockbox system at the Property. Seller shall promptly refer all persons making inquiries
 179 concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller negotiates or
 180 who view the Property with Seller during the term of this Listing.

181 **LEASED PROPERTY** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's
 182 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder
 183 to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenant(s).
 184 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the**
 185 **lease(s) unless released by tenants.**

186 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and
 187 the parties cannot resolve the dispute by mutual agreement, the parties may consider judicial resolution in court or may
 188 consider alternative dispute resolution. Alternative dispute resolution may include mediation and binding
 189 arbitration. Should the parties desire to submit any potential dispute to alternative dispute resolution, it is recommended
 190 that the parties add such in Additional Provisions or in an Addendum.

191 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
 192 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
 193 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
 194 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
 195 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 196-204).

196 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
 197 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
 198 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
 199 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller
 200 and the Firm agree that any termination of this Listing by either party before the date stated on line 321 shall be
 201 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 290-312 and effective
 202 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 290-312.

203 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**
 204 **potentially be liable for damages.**

205 **VACANT LAND DISCLOSURE REPORT** Seller agrees to complete the vacant land disclosure report provided by the
 206 Firm to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after
 207 completion of the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to
 208 distribute the report to all interested parties and agents inquiring about the Property and Seller acknowledges that the
 209 Firm and its agents have a duty to disclose all Material Adverse Facts as required by law.

210 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this Listing,
 211 Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the vacant land
 212 disclosure report.

213 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**
 214 **DAMAGES AND COSTS.**

215 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
 216 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 217 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
 218 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
 219 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
 220 wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be
 221 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and
 222 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be
 223 present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in
 224 additional provisions at lines 313-317 or in an addendum per lines 318-319.

225 **DEFINITIONS**

226 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

- 227 a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
- 228 1) Significantly and adversely affecting the value of the Property;
 - 229 2) Significantly reducing the structural integrity of improvements to real estate; or
 - 230 3) Presenting a significant health risk to occupants of the Property.

231 b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations
 232 under a contract or agreement made concerning the transaction.

233 ■ **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the
 234 event occurred and by counting subsequent calendar days.

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

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

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

244 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

245 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such
 246 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable
 247 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or
 248 affects or would affect the party's decision about the terms of such a contract or agreement.

249 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest
 250 with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employees,
 251 directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations,
 252 partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, in
 253 whole or in part whether created before or after expiration of this Listing.

254 ■ **PROPERTY:** Unless otherwise stated, "Property" means all property included in the list price as described on lines 2-4.

255 ■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of
 256 this Listing:

- 257 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the term
 258 of this Listing;
- 259 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
 260 terms upon which the buyer might acquire an interest in the Property; or
- 261 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
 262 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
 263 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines
 264 196-204) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:
 265 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
 266 individuals in the Listing; or,
 267 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm
 268 or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

269 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on
 270 behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on
 271 lines 191-195.

272 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any
 273 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section
 274 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family
 275 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

276 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
 277 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
 278 the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch.
 279 REEB 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated
 280 damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances
 281 made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to
 282 the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment
 283 to the Firm shall not terminate this Listing.

284 **OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.
 285 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for personal
 286 property belonging to current tenants, sold to the buyer or left with the buyer's consent.

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

290 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of
 291 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
 292 lines 293-312.

293 (1) **Personal Delivery:** giving the document or written notice personally to the party, or the party's recipient for delivery if
 294 named at line 295 or 296.

295 Seller's recipient for delivery (optional): _____

296 Firm's recipient for delivery (optional): Tim Vandeville Jr, Legacy Realty Group, LLC

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

298 Seller: (_____) Firm: (_____)

299 ☐ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
 300 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 295 or
 301 296, for delivery to the party's delivery address at line 305 or 306.

302 ☐ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
 303 party, or to the party's recipient for delivery if named at line 295 or 296 for delivery to the party's delivery address at line
 304 305 or 306.

305 Delivery address for Seller: _____

306 Delivery address for Firm: _____

307 ☒ (5) **E-Mail:** electronically transmitting the document or written notice to the party's e-mail address, if given below at
 308 line 311 or 312. If this is a consumer transaction where the property being purchased or the sale proceeds are used
 309 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first
 310 consented electronically as required by federal law.

311 E-Mail address for Seller: jweidl@whitewater-wi.gov

312 E-Mail address for Firm: tim@trustinlegacy.com

313 **ADDITIONAL PROVISIONS** The client authorizes the use of the email address of an agent
 314 associated with the firm in the email delivery section of the offer to purchase or other
 315 transaction documents. The seller is aware, and approves, that the listing firm will not
 316 hold earnest money and agrees to use the title company or the buyer's broker, for holding
 317 earnest money.

318 **ADDENDA** The attached addenda _____
 319 _____ is/are made part of this Listing.

320 **TERM OF THE CONTRACT** From the _____ day of _____, _____, up
 321 to the earlier of midnight of the _____ day of _____, _____, or the conveyance
 322 of the entire Property.

323 **BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND**
 324 **THAT HE/SHE HAS READ ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS**
 325 **INCORPORATED INTO THE LISTING.**

326 (x) _____
 327 Seller's Signature ▲ Print Name } _____ Date ▲ _____

328 (x) _____
 329 Seller's Signature ▲ Print Name } _____ Date ▲ _____

330 (x) _____
 331 Seller's Signature ▲ Print Name } _____ Date ▲ _____

332 (x) _____
 333 Seller's Signature ▲ Print Name } _____ Date ▲ _____

334 City of Whitewater

335 Seller Entity Name (if any) Print Name ▲ _____

336 (x) _____
 337 Authorized Signature ▲ _____ Date ▲ _____

338 Print Name & Title } John Weidl City Manager

339 Legacy Realty Group, LLC

340 Firm Name ▲ _____

341 (x) _____
 342 Agent's Signature ▲ Print Name } Tim Vandeville Jr Date ▲ _____



Brokerage

Management

Development

Investment



City of Whitewater Municipal Representation Proposal

Presented By:

Anderson Commercial Group LLC
Ray Goodden-Senior Vice President
Kristen Parks-Vice President

5000 S Towne Drive, Suite 100
New Berlin, WI 53151

(P) 414.425.2700

(F) 414.425.2877

acgwi.com

Anderson Commercial Group Municipal Representation Proposal

Anderson Commercial Group, LLC is a team-based real estate firm that manages diverse commercial real estate transactions, including residential and commercial development projects. ACG has been a leader in the Southeast Wisconsin market for over twelve years. Their philosophy is to serve clients with broker teams supported by administrative partners, enabling them to dedicate extraordinary attention to each client and deal to reach the best possible outcomes. With ACG, every client has devoted brokers who oversee the marketing, administrative work, negotiations, timelines, and preparations for closing.

In today's market, sales experience and a proven team are only some of the key components to ensuring successful municipal development and growth. Vigilant following of current marketing trends, extensive local networking, and creative solutions are important tools that Anderson brings to the table. Their sales and leasing history within Whitewater, involvement with other municipalities in the immediate area, their robust marketing plan, and their team members' diverse backgrounds all serve as crucial components in what they can bring to Whitewater's economic development success.

Ray Goodden and Kristen Parks have worked together as a team with ACG for over four years. In addition to their experience in commercial real estate, their partnership generates an efficiency and effectiveness that sets them apart from other agents.

Kristen's role within their team focuses on identifying properties and buyers; overseeing the marketing for each site; supervising administrative tasks related to listings, contracts, and offer timelines; and preparing parties for closings. She also closely monitors market updates, attending both public and private meetings. Kristen, has brought these roles to their representation with the City of Elkhorn over the past couple years.

Ray is the Senior Vice President at ACG. He has served as the company's leader in development for over twelve years. He works with both developers and municipalities in designing site plans, negotiating developer agreements, and public funding solutions. Ray has been hired by the Village of Mukwonago, Village of East Troy, and the City of Elkhorn for work on substantial developments, often procuring end tenants or the sale of municipal-owned lots. He works closely with municipal staff, attending regular market-and deal-update meetings and presenting opportunities to developers and buyers.

Anderson Commercial Group's Municipal Representation Marketing Plan and Consultation Services

Anderson Commercial Group's method of municipal representation has proven incredibly effective over the years. They understand that communication and active participation in the community are essential for proper representation of any municipality. The following is their plan of action for representation of the City of Whitewater.

- ACG will offer support and consultation services to administration staff and their legal representation. This includes, but is not limited to initial market analysis, market updates, weekly meetings, identifying and procuring opportunity sites, assisting with site planning, negotiating developers' agreements and public funding programs such as TIFs with buyers, and assisting both sides in preparation for closing.
- ACG will create a customized marketing plan for each property to procure developers and businesses from within and outside of the community.

Individualized, Robust Marketing Plan:

When working with ACG, clients rest assured that their team has a marketing plan that is modern and aggressive. Their strategies are constantly evolving to match the latest technologies and trends, capturing the largest audience to accomplish their clients' end goals quickly. The following is a detailed outline of the various marketing techniques their team employs:

- **Individualized Marketing Plan:** Each property will have a marketing plan customized to its unique characteristics and needs. This ensures that, not only do their marketing efforts reach the largest audience, but their agents spend significant time getting to know their properties, creating the best chance of success.
- **Information Flyer:** Every property, whether for lease or sale, has a professionally designed promotion flyer with important information, maps, and professional photos.
- **Online Listing Services:** All ACG properties have a dedicated page on their website. They are also listed on subscription-based commercial real estate marketing platforms including, but not limited to CoStar, CREXI, MLS, 42 Floors, LoopNet, TenX, and Catalyst.

- **Social Media Presence:** Advertisements, videos, and photos are regularly posted to their firm's social media accounts, including Facebook, Instagram, TikTok, YouTube, and LinkedIn.
- **Targeted E-mail Marketing:** Their team will set up targeted email blasts to send property information to specific groups of buyers. After the email has been sent and the results have been processed, a campaign data summary guides their agents to follow up with highest-quality leads to maximize outreach efficiency.
- **Community Networking:** Their brokers spend significant, crucial time in and around the community identifying businesses and potential buyers who may be interested in their listings. Brokers personally reach out to prospects to provide their marketing materials and additional information.
- **Signage:** Each property will have a large, commercial sign appropriately placed for the best possible visibility. They have a wide variety of signage types at their disposal to attract buyers and tenants.

Brokerage and Agents' Commitment:

Anderson Commercial Group and its brokerage team understand the commitment that municipal representation requires. Their team-based culture and devotion to personalized service ensure that they offer the attention required to achieve the best results for the City of Whitewater. The following outlines ACG's commitment to the city while serving as its dedicated representation:

- The representation of a municipality and the sale of its properties is a complex relationship. This service requires a brokerage that is experienced, with resources and a marketing plan that is comprehensive and aggressive. All agents of Anderson Commercial Group collectively represent the municipality and its available properties.
- Their team is knowledgeable and fully experienced in development processes and representation of municipalities. They are fully and enthusiastically prepared for the time and dedication required to provide superior service to the municipality.
- Their firm is fully committed to utilizing its wealth of resources in service of the City, including full-time administration staff, property managers, and marketing specialists to assist brokers with clerical work, advertising, and maintenance of the municipality.

Contract Fee Schedule:

Anderson Commercial Group and its brokers will advertise and offer consulting services for the city at no up-front cost. All expenses for marketing and administration within ACG are covered by the firm. No fees accrue until there is a closed sale on a city-owned property.

Because each municipality has different goals and objectives, we typically offer two fee structure options for municipal representation:

- A. The Firm's commission from a fully executed sale shall be 10% of the original list price or adjusted higher list price, whichever is greater, per tax key as identified in the listing contract. The sale shall not be considered final until the sale is approved by the City, which has full discretion to accept or reject a sale for any reason.
- B. The Firm's commission from a fully executed sale shall be a set amount for each parcel. The sale shall not be considered final until the sale is approved by the City, which has full discretion to accept or reject a sale for any reason.



Anderson Commercial Group's Representation Experience

City of Whitewater Representation Experience:

- 255 S Wisconsin St, Whitewater, WI 53190 - Seller's Representation/Sale
- 1065 Universal Blvd, Whitewater, WI 53190 – Landlord's Representation /Husco Lease
- 1121 Universal Blvd, Whitewater, WI 53190 - Seller's Representation/Sale
- 1202-1208 Bluff Rd, Whitewater, WI 53190 – Seller's & Buyer's Representation/Sale
- 1204 Bluff Rd, Whitewater, WI 53190 - Landlord's Representation/Lease
- 135 W Center St, Whitewater, WI 53190 - Seller's Representation/Sale & Landlord's Representation/Lease
- JNT's Marine Pros Portfolio: Seller's Representation
 - N7660 State Park Dr, Whitewater, WI 53190 - Sale
 - N8066 County Road P, Whitewater, WI 53190 - Sale
 - W7983 Highway 12, Whitewater, WI 53190 - Sale
- 234 N Prince St, Whitewater, WI 53190 - Buyer's Representation/Sale

Current Listings:

- 848 E Commercial Ave, Whitewater, WI 53190 - For Sale
- 146 W Main St, Whitewater, WI 53190 - For Sale

Current Ownership/Property Management:

- 1202-1208 Bluff Rd, Whitewater, WI 53190
- 234 N Prince St, Whitewater, WI 53190
- 135 W Center Ave, Whitewater, WI 53190

Other Municipal Representation Experience:

- Mukwonago, WI
 - Chapman Farms: Worked with the Village of Mukwonago to procure a developer.
 - The Pointe Apartments: Procured a developer and led the process to completion of the comprehensive plan amendment and re-zoning of property.
 - Mukwonago Industrial Park: Procured numerous tenants within the industrial park.
- East Troy, WI
 - East Troy Industrial Park: Worked alongside the Village of East Troy to procure a developer for the park. Helped lead the process of establishing the current TID.

- Elkhorn, WI
 - Represents the City of Elkhorn in the sale of their green-field and shovel-ready sites. Working to identify land within the City's opportunity zones for residential and commercial developments.

References:

- Mikko Erkamaa, local developer, and property owner
 - Eileen Suhm, Village of East Troy Administrator/Treasurer/CDA Executive Director
 - John Weidl, City of Whitewater City Manager
 - Adam Swann, City of Elkhorn Administrator
- (Additional references available upon request.)



WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL**1 SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**

2 ■ **PROPERTY DESCRIPTION:** Street address is: See Exhibit A
 3 in Section _____ in the City of Whitewater, County of Walworth,
 4 Wisconsin. Insert additional description, if any, at lines 313-317 or attach as an addendum per lines 318-319.

5 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Fixtures not excluded on lines 8-9, and
 6 the following items: None

8 ■ **NOT INCLUDED IN LIST PRICE:** None

10 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**
 11 **lessor. (See lines 239-244).**

12 ■ **LIST PRICE:** _____ Dollars (\$29,000/acre).

13 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is
 14 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,
 15 agreements or conservation easements, (county, state or federal): None

17 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) STRIKE ONE
 18 has been assessed as agricultural property under use value law.

19 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:

21 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is subject
 22 to the following special zoning, land use, development restrictions or other conditions affecting the Property:
 23 None

24 ■ **RIGHT OF FIRST REFUSAL:** There (is) (is not) STRIKE ONE a right of first refusal on part or all of the Property.

25 ■ **ZONING:** Seller represents that the property is zoned: _____

26 ■ **UTILITY CONNECTIONS:** Seller represents that the locations of the following utility connections are as follows:
 27 (e.g. at the lot line, on the property, across the street, unknown, unavailable, etc.): electricity unknown

28 _____; gas unknown; municipal sewer unknown;

29 municipal water unknown; telephone unknown;

30 cable _____; other _____

31 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
 32 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 5-7 during the term
 33 of this Listing. The marketing may include: _____

34 _____ . The Firm and its agents may advertise the following
 35 special financing and incentives offered by Seller: Any

36 _____ . Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See
 37 lines 174-180 regarding the Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer
 38 known to Seller. Seller agrees that the Firm and its agents may market other properties during the term of this Listing.

39 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Property.**

40 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing
 41 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.
 42 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.

43 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**

44 The following other buyers _____
 45 _____ are excluded from this Listing until _____

46 [INSERT DATE]. These other buyers are no longer excluded from this Listing after the specified date unless, on or before
 47 the specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.

48 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms: A percentage (%)
 49 to be determined at _____. (~~Exceptions if any~~) Broker's sole discretion.

50 **COMMISSION** The Firm's commission shall be 10% of the List Price, paid at closing.

52 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:

- 53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
- 54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
- 55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
- 56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at, or above,
58 the list price and on substantially the same terms set forth in this Listing and the current WB-13 Vacant Land Offer
59 to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer
60 submitting the written offer has the ability to complete the buyer's obligations under the written offer.

61 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys,
62 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by
63 divorce judgment.

64 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date
65 set for closing, even if the transaction does not close, unless otherwise agreed in writing.

66 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:

- 67 • Under 1) or 2) the total consideration between the parties in the transaction.
- 68 • Under 3) or 4) the list price if the entire Property is involved.
- 69 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or
70 control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for
71 which there was an effective change in ownership or control.
- 72 • Under 5) the total offered purchase price.

73 **NOTE: If a commission is earned for a portion of the Property it does not terminate the Listing as to any remaining**
74 **Property.**

75 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to
76 qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of
77 a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any
78 offer to purchase or contract.

79 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions
80 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial
81 real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) real
82 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not
83 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

84 **DISCLOSURE TO CLIENTS**

85 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe
86 certain duties to all parties to a transaction:

- 87 (a) The duty to provide brokerage services to you fairly and honestly.
- 88 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 89 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
90 unless disclosure of the information is prohibited by law.
- 91 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
92 information is prohibited by law. (See lines 245-248.)
- 93 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
94 confidential information or the confidential information of other parties. (See lines 151-166.)
- 95 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 96 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
97 advantages and disadvantages of the proposals.

98 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.**
99 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 100 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect
101 your transaction, unless you release the firm from this duty.
- 102 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse
103 Facts.
- 104 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests
105 that are within the scope of the agency agreement.
- 106 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
- 107 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless
108 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or
109 advice is contrary to your interests.

110 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation
111 relationship"), different duties may apply.

112 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

113 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
114 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services
115 through designated agency, which is one type of multiple representation relationship.

116 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
 117 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
 118 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
 119 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
 120 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
 121 any of your confidential information to another party unless required to do so by law.

122 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize
 123 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
 124 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
 125 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
 126 agent may represent more than one client in a transaction.

127 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
 128 services to more than one client in the transaction.

CHECK ONLY ONE OF THE THREE BELOW:

130 ☒ The same firm may represent me and the other party as long as the same agent is not representing us
 131 both. (multiple representation relationship with designated agency)

132 ☐ The same firm may represent me and the other party, but the firm must remain neutral regardless if one or
 133 more different agents are involved. (multiple representation relationship without designated agency)

134 ☐ The same firm cannot represent both me and the other party in the same transaction. (I reject multiple
 135 representation relationships)

136 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may**
 137 **modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your**
 138 **agency agreement the commission or fees that you may owe to your firm. If you have any questions about the**
 139 **commission or fees that you may owe based upon the type of agency relationship you select with your firm,**
 140 **you should ask your firm before signing the agency agreement.**

SUBAGENCY

142 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by
 143 providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not put
 144 their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to
 145 other parties if doing so is contrary to your interests.

146 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage**
 147 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**
 148 **advisor, or home inspector.**

149 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language
 150 summary of the duties owed to you under section 452.133 (2) of the Wisconsin statutes.

151 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to
 152 the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person
 153 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to
 154 disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm
 155 is no longer providing brokerage services to you.

156 The following information is required to be disclosed by law:

157 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 245-248).

158 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
 159 the property or real estate that is the subject of the transaction.

160 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 161 information below (see lines 163-164). At a later time, you may also provide the Firm with other information you
 162 consider to be confidential.

163 **CONFIDENTIAL INFORMATION:** _____

164 _____

165 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): _____

166 _____

167 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 168 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
 169 subagents (other firms engaged by the Firm - see lines 141-145) and firms representing buyers. Cooperation includes
 170 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
 171 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to
 172 attend showings, and the specific terms of offers which should not be submitted to Seller: _____

173 _____

174 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's
 175 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control
 176 which are required in connection with the sale. Seller authorizes the Firm to do those acts reasonably necessary to
 177 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,
 178 Internet advertising or a lockbox system at the Property. Seller shall promptly refer all persons making inquiries
 179 concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller negotiates or
 180 who view the Property with Seller during the term of this Listing.

181 **LEASED PROPERTY** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's
 182 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder
 183 to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenant(s).
 184 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the**
 185 **lease(s) unless released by tenants.**

186 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and
 187 the parties cannot resolve the dispute by mutual agreement, the parties may consider judicial resolution in court or may
 188 consider alternative dispute resolution. Alternative dispute resolution may include mediation and binding
 189 arbitration. Should the parties desire to submit any potential dispute to alternative dispute resolution, it is recommended
 190 that the parties add such in Additional Provisions or in an Addendum.

191 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
 192 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
 193 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
 194 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
 195 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 196-204).

196 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
 197 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
 198 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
 199 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller
 200 and the Firm agree that any termination of this Listing by either party before the date stated on line 321 shall be
 201 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 290-312 and effective
 202 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 290-312.
 203 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**
 204 **potentially be liable for damages.**

205 **VACANT LAND DISCLOSURE REPORT** Seller agrees to complete the vacant land disclosure report provided by the
 206 Firm to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after
 207 completion of the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to
 208 distribute the report to all interested parties and agents inquiring about the Property and Seller acknowledges that the
 209 Firm and its agents have a duty to disclose all Material Adverse Facts as required by law.

210 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this Listing,
 211 Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the vacant land
 212 disclosure report.
 213 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**
 214 **DAMAGES AND COSTS.**

215 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
 216 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 217 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
 218 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
 219 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
 220 wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be
 221 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and
 222 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be
 223 present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in
 224 additional provisions at lines 313-317 or in an addendum per lines 318-319.

225 **DEFINITIONS**

226 **ADVERSE FACT:** An "Adverse Fact" means any of the following:

- 227 a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
- 228 1) Significantly and adversely affecting the value of the Property;
- 229 2) Significantly reducing the structural integrity of improvements to real estate; or
- 230 3) Presenting a significant health risk to occupants of the Property.

b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or agreement made concerning the transaction.

■ **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the event occurred and by counting subsequent calendar days.

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

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

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

CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.

■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employees, directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations, partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, in whole or in part whether created before or after expiration of this Listing.

■ **PROPERTY:** Unless otherwise stated, "Property" means all property included in the list price as described on lines 2-4.

■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of this Listing:

- 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the term of this Listing;
- 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential terms upon which the buyer might acquire an interest in the Property; or
- 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines 196-204) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:
 - a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the individuals in the Listing; or,
 - b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 191-195.

NON-DISCRIMINATION Seller and the Firm and its agents agree that they will not discriminate against any prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

EARNEST MONEY If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money, the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to the Firm shall not terminate this Listing.

OCCUPANCY Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing. Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for personal property belonging to current tenants, sold to the buyer or left with the buyer's consent.

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

290 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of
 291 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
 292 lines 293-312.

293 (1) **Personal Delivery**: giving the document or written notice personally to the party, or the party's recipient for delivery if
 294 named at line 295 or 296.

295 Seller's recipient for delivery (optional): John Weidl/City of Whitewater

296 Firm's recipient for delivery (optional): Kristen Parks/ACG, LLC, Ray Goodden/ACG, LLC

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

298 Seller: () Firm: ()

299 ☒ (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a
 300 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 295 or
 301 296, for delivery to the party's delivery address at line 305 or 306.

302 ☒ (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
 303 party, or to the party's recipient for delivery if named at line 295 or 296 for delivery to the party's delivery address at line
 304 305 or 306.

305 Delivery address for Seller: 312 W Whitewater St, Whitewater, WI 53190

306 Delivery address for Firm: 5000 S Towne Drive, Suite 100, New Berlin, WI 53151

307 ☒ (5) **E-Mail**: electronically transmitting the document or written notice to the party's e-mail address, if given below at
 308 line 311 or 312. If this is a consumer transaction where the property being purchased or the sale proceeds are used
 309 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first
 310 consented electronically as required by federal law.

311 E-Mail address for Seller: jweidl@whitewater-wi.gov

312 E-Mail address for Firm: kparks@acgwi.com; rgoodden@acgwi.com

313 **ADDITIONAL PROVISIONS** 1) The Parties shall indemnify and hold each other harmless for any
 314 claim, loss, or damage, including attorney fees, incurred by the other in connection with
 315 offering the Listed Property caused by any act, omission, statement or failure to disclose
 316 information by the other Party. 2) Line 42: "Within seven days of the date" is replaced
 317 with "Upon execution". 3) Line 263: "three" is changed to "fourteen".

318 **ADDENDA** The attached addenda Addendum A to WB-3 Vacant Land Listing Contract - Exclusive
 319 Right to Sell, Exhibit A is/are made part of this Listing.

320 **TERM OF THE CONTRACT** From the 1st day of November, 2023, up
 321 to the earlier of midnight of the 1st day of May, 2024, or the conveyance
 322 of the entire Property.

323 **BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND**
 324 **THAT HE/SHE HAS READ ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS**
 325 **INCORPORATED INTO THE LISTING.**

326 (x) _____
 327 Seller's Signature ▲ Print Name } Date ▲

328 (x) _____
 329 Seller's Signature ▲ Print Name } Date ▲

330 (x) _____
 331 Seller's Signature ▲ Print Name } Date ▲

332 (x) _____
 333 Seller's Signature ▲ Print Name } Date ▲

334 City of Whitewater and/or assigns

335 Seller Entity Name (if any) Print Name ▲

336 (x) _____
 337 Authorized Signature ▲ Date ▲
 338 Print Name & Title } John Weidl

339 Anderson Commercial Group, LLC

340 Firm Name ▲

341 (x) _____
 342 Agent's Signature ▲ Print Name } Kristen Parks Date ▲

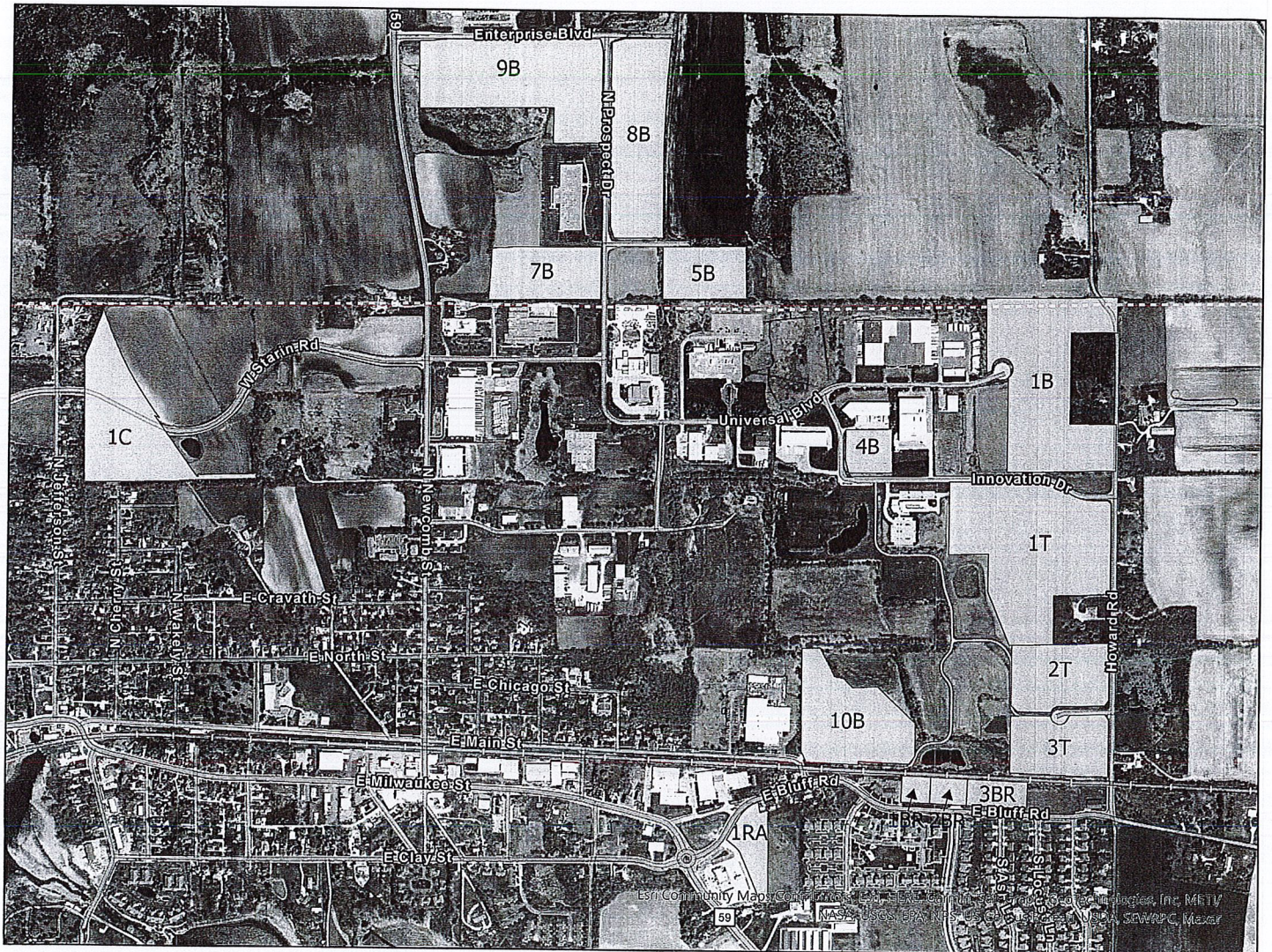
Addendum A to WB-3 Vacant Land Listing Contract - Exclusive Right to Sell

1) On the date specified in Line 321 and on the same date of every sixth (6th) month thereafter (each an "automatic renewal date"), this Listing Contract shall automatically renew on all of the same terms for an additional period of six (6) months. Seller may terminate this Listing Contract on an automatic renewal date by delivering a written termination notice to Broker at least sixty (60) days prior to such automatic renewal date.

2) Electronic Signature/s: Signatures made electronically using DocuSign or any other electronic signature software shall be considered original signatures.

EXHIBIT A
TO COMMERCIAL LISTING CONTRACT
CITY OF WHITEWATER, WISCONSIN

Lot No.	Tax Parcel No.	Acres	Zoned	County
1B	/WUP 00322 (Part of)	21.6±	M-1	Walworth
4B	/A455500001	2.6±	M-1	Walworth
5B	292-0515-3424-002	5.6±	M-1	Jefferson
7B	292-0515-3432-000 (Part of)	7.7±	M-1	Jefferson
8B	292-0515-3434-003	14.9	M-1	Jefferson
9B	292-0515-3432-000 (Part of)	17.1±	M-1	Jefferson
10B	/A444200001	10.96±	M-1	Walworth
1T	/A444300002	25.03±	TP	Walworth
2T	/A444200002	8.8±	TP	Walworth
3T	/A444200003	7.56±	TP	Walworth
1BR	/A323600002	1.01±	B-3	Walworth
2BR	/A503200001	1.3±	B-3	Walworth
3BR	/A503200002	2.1	B-3	Walworth
1RA	/A405400001	10.61±	B-3	Walworth
Starin Road Parcel	/WUP-00018D	13.9	R-2	Walworth





CDA Agenda Item

Meeting Date: 09/21/2023

Agenda Item: Discussion and Possible Action Regarding Development Agreement – James Richter - Request to Extend Construction Deadline

Staff Contact (name, email, phone): Bonnie Miller, CDA Administrative Assistant
bmiller@whiewater-wi.gov
 262-473-0149

BACKGROUND

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

The CDA entered into a Development Agreement on 02/15/2022 with James Richter (Developer) for a project to be developed on a vacant parcel now owned by Developer located on Executive Drive in the Business Park. Pursuant to the terms of the Development Agreement, construction was required to begin by 08/12/2023. Tanis Construction is the contractor engaged to construction the building and has scheduled construction of the building in the second quarter of 2024. Developer has submitted a request to extend the construction deadline.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

FINANCIAL IMPACT

(If none, state N/A)

STAFF RECOMMENDATION

Staff recommends extension of the construction deadline to commence by April, 2024.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

Preliminary Grading Plan received 09/12/2023.
 Correspondence from Jim Richter dated 09/12/2023.
 Development Agreement dated 02/15/2022.

From: Jim Richter <richterexcavatingllc@gmail.com>
Sent: Tuesday, September 12, 2023 8:37 PM
To: Bonnie Miller <BMiller@whitewater-wi.gov>
Cc: Jim Richter <richterexcavatingllc@gmail.com>; mrichter1223@outlook.com
Subject: Whitewater Business Park - Richter

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.

Bonnie Miller,

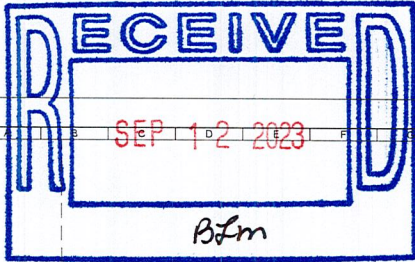
I am writing in regards to Lot 2 of certified survey map No. 4996 located off Universal Blvd in Whitewater, WI 53190. We are hereby requesting an extension to the development agreement signed February 15, 2022 with the City of Whitewater. Per the agreement, the "Construction Deadline" as defined therein was August 15, 2023 (eighteen (18) months following the closing date). We are requesting another 18 month extension to be added to the agenda for the CDA board discussion on September 21, 2023. Due to multiple factors including material shortages, pricing obstacles, contractor availability and economic challenges, we kept pursuit cost spending to a minimum until solutions were obtained. If granted the extension, our goal for 2023 and 2024 are outlined below.

Our plan for 2023 is to obtain an approved Engineering plan, secure a site permit, and begin site related construction activities. So far, we have a preliminary civil set prepared by Cardinal Engineering, that was sent to you on 9/11/2023. We will take 30 days to review the preliminary set and provide comments to Cardinal Engineering. Once the comments are received, Cardinal Engineering will have another 30 days to revise the design and provide a final set in preparation for permit submission. Once completed, we plan to submit the civil engineering set to the required jurisdiction in November 2023. Pending the timeline needed for the jurisdiction to review, we hope to have both their comments and our plans adjusted by the end of the year so we can secure our site permit. If we can obtain the site permit in 2023, we will begin light sitework before winter. This will include rough grading and wet utility (water and sewer) installation.

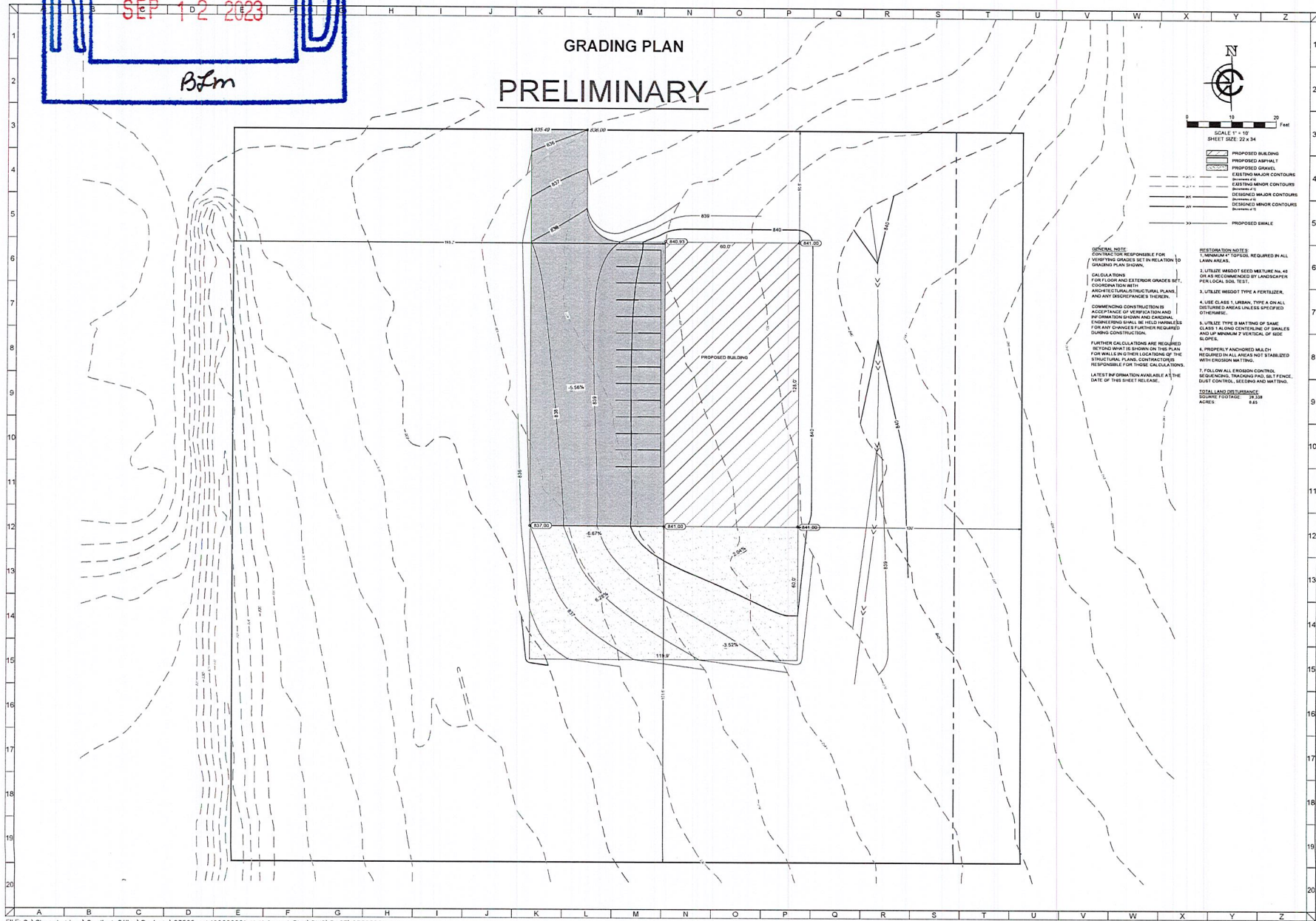
Our plan for 2024 is to continue all site related activities started in 2023. This would include continuing rough grading, wet utility installation, parking lot base and pad build out. Once we complete the sitework, we will have Tanis Construction begin the process on the building structure. Tanis Construction will provide the pricing, design and permitting with the required jurisdiction. Once the building permit is secured, Tanis Construction has us on their schedule for Q2 of next year to erect the structure. As you can see, most builders are booked solid for months. We hope to have the structure erected by the end of 2024 with all final trim outs and interior finishes ongoing and off the development timeline.

If you or anyone else with staff have any further questions prior to the CDA board discussion on September 21, please do not hesitate to reach out.

James Richter



GRADING PLAN PRELIMINARY



CLIENT

A994600001 N UNIVERSAL BLVD
CITY OF WHITEWATER

GRADING PLAN

PRELIMINARY



NO.	REVISION DESCRIPTION	REV DATE
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SHEET NUMBER

1 OF 1

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is between the City of Whitewater (hereinafter at times referred to as the "City") and James Richter, a resident of the State of Illinois (hereinafter at times referred to as "Buyer").

RECITALS

WHEREAS, the City is a municipal corporation which seeks to promote high quality commercial, industrial and residential development in the City, and

WHEREAS, Wisconsin Statute §62.11 provides the authority by which the Common Council of the City may act for the government and good order of the City, for its commercial benefit and for the health, safety and welfare of the general public, and

WHEREAS, the project described in this agreement will serve to promote industrial development in the City, and

WHEREAS, the City has determined that the construction of the facility as set forth herein would be desirable for the City.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Buyer agrees to construct, or cause to be constructed, on the Property described below, by not later than eighteen (18) months after the closing date of the purchase of the Property from the City (the "Construction Deadline"), a not less than 7,500 square foot building with not less than 250 square feet of office space (the Initial Building). In the event Buyer fails to substantially complete construction of the Initial Building on the Property on or before the Construction Commencement Deadline, Seller shall have the right to re-purchase the Property from Buyer, exercisable by written notice of exercise given by Seller to Buyer at any time thereafter at a repurchase price of the initial purchase price. If Seller exercises such right to re-purchase the Property from Buyer, the repurchase closing shall take place not later than ninety (90) days after the giving of the notice of exercise, and at such closing, Buyer shall re-convey the Property to Seller by Warranty Deed, with title thereto being in the same condition as when Seller initially conveyed the Property to Buyer. Incident to any required re-conveyance under the foregoing provision, Buyer shall furnish to Seller, at least give (5) business days prior to the aforementioned repurchase closing date, an updated Title Insurance Commitment, at Buyer's expense, showing title in the condition called for herein, and further, shall

pay all required real estate transfer fees and recording fees necessary to implement such re-conveyance. The rights of Seller regarding the repurchase timeline under the foregoing provisions of this paragraph shall be in lieu of the repurchase timeline rights of the City of Whitewater under the Protective Covenants. The undertakings, obligations and agreements of Buyer described under this paragraph shall survive the closing of the transaction contemplated by this Counter-Offer and Offer and shall be included in the Warranty Deed from Seller to Buyer. The building shall be constructed on the lot legally described as:

Approximately 2.702 gross acres of land commonly known as Lot 1 of Certified Survey Map No. 4996, and more particularly described as follows:

Lot 2 of Certified Survey Map No. 4996, recorded November 22, 2021 as Document No. 1051345, being a redivision of Certified Survey Map No. 3050, being part of the Northwest 1/4, and the Southwest 1/4 of the Northwest 1/4 of Section 3, Town 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin.

2. The City, upon request of Buyer, agrees to extend electric to the Property line for incorporation by Buyer into the Initial Building.

3. The provisions of this agreement shall constitute covenants which shall run with the property, and the burdens and benefits hereof shall bind and inure to the benefit of each of the parties hereto and all successors in interest to the parties hereto. Buyer shall have the right, if approved by the City, to assign or transfer all or any portion of its interests, rights, or obligations under this agreement or in the property or any portion thereof. The express assumption of Buyer's obligations under this agreement by its transferee or assignee shall thereby relieve Buyer of any responsibility for the expressly assumed obligation. The transferee shall assume all of Buyer's rights and obligations thereunder which relate to the transferred property. The City shall not unreasonably refuse to approve any transfer.

4. The parties acknowledge that this development agreement satisfies the contingency in the accepted counter-offer that makes the offer contingent on the parties entering into a development agreement within 60 days of the acceptance of the counter-offer.

5. Any controversy or claim arising out of, or relating to, this agreement, or any modification or extension thereof, shall be settled by arbitration to be held in the City of Whitewater. The Wisconsin Arbitration Act, Chapter 788 of the Wisconsin Statutes, as amended, shall govern this section and this agreement to arbitrate shall be specifically enforceable thereunder. Notice of the demand for arbitration shall be delivered in writing to the other party not later than six months from the happening

or event giving rise to the dispute, claim, or other matter in question. The award rendered by the arbitrator shall be final, subject only to vacation, modification, and appeal provisions of the Wisconsin Arbitration Act.

6. All notices and other communications provided for under this agreement shall be in writing and mailed, faxed, electronically transmitted, or personally delivered to:

In the case of Buyer:

James Richter
13206 W Chaplin St.
Wadsworth, IL 600838

In the case of the City of Whitewater:

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

7. No amendment, modification, termination, or waiver of any provision of this agreement, nor consent to any departure from this agreement, shall in any event be effective unless the same shall be in writing and signed by both parties and their successors of interest. Such waiver or consent shall be effective only in the specific instance and the specific purpose given.

8. Either party may record this agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective authorized officers or agents on the date written below.

Signed at Whitewater, Wisconsin, this 15 day of Feb, 2022.

CITY OF WHITEWATER

By: [Signature]
Cameron Clapper, City Manager

By: Michele Smith
Michele Smith, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF WALWORTH)

Personally appeared before me this 15th day of February, 2022, the above-named Cameron Clapper, City Manager, and Michele Smith, City Clerk, to me known to be such City Manager and City Clerk of the City of Whitewater, and to me known to be the persons who executed the foregoing agreement as such officers of said City, by its authority.

[Signature]
Notary Public, State of Wisconsin
My commission 01-24-22.

PAMELA CRONCE
Notary Public
State of Wisconsin

BUYER:

By: _____
James Richter

STATE OF WISCONSIN)
) ss.
COUNTY OF WALWORTH)

Personally appeared before me this ____ day of _____, 2022, the above-named James Richter, to me known to be the person who executed the foregoing agreement.

Notary Public, State of Wisconsin
My commission _____.

This agreement was drafted by:
Attorney James J. Wawrzyn
State Bar No. 1059563

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective authorized officers or agents on the date written below.

Signed at Whitewater, Wisconsin, this ____ day of _____, 2022.

CITY OF WHITEWATER

By: _____
Cameron Clapper, City Manager

By: _____
Michele Smith, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF WALWORTH)

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

Notary Public, State of Wisconsin
My commission _____.

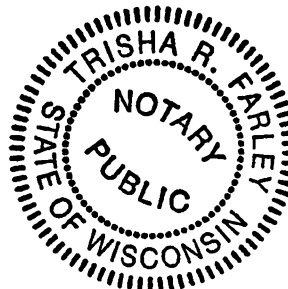
BUYER:

By: *James Richter*
James Richter

STATE OF WISCONSIN)
) ss.
COUNTY OF WALWORTH)

Personally appeared before me this 18th day of February, 2022, the above-named James Richter, to me known to be the person who executed the foregoing agreement.

Trisha R. Farley
Notary Public, State of Wisconsin
My commission 1/28/2025.



This agreement was drafted by:
Attorney James J. Wawrzyn
State Bar No. 1059563



CDA Agenda Item

Meeting Date:	09-21-2023
Agenda Item:	Update Regarding Development Agreement – Becker & Bolton Property Located at 501 Prospect Drive
Staff Contact (name, email, phone):	Bonnie Miller, CDA Administrative Assistant bmiller@whitewater-wi.gov 262-473-0149

BACKGROUND

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

The City of Whitewater and Becker & Bolton LLC (Developer) entered into a Development Agreement for the development of City-owned property located at 501 Prospect Drive (the “Property”) under contract for sale by the City to Developer. Further, the terms of the Agreement call for commencement of development on the Property by no later than July 31, 2023. As of this date, the City finds no evidence that construction has begun other than installation of a silt fence. Further, the City has found no evidence that any permits have been requested from either the City of Whitewater or the State of Wisconsin Department of Safety and Building Services – Division of Industry Services.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

FINANCIAL IMPACT

(If none, state N/A)

At the closing of the sale of the Property from the City to Developer on June 1, 2023, a TIF incentive in the form of a credit equal to the purchase price of \$107,640 was granted to the Developer, which incentive is directly tied to performance under the Development Agreement.

STAFF RECOMMENDATION

Staff is recommending that the attached letter be sent to the Developer with notification of the default and requesting that Developer submit a written request for an extension of that deadline listing the reason for the delay and a specifying a date when construction is scheduled to begin.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

Proposed Letter from CDA to Developer.
Copy of Development Agreement.

**Office of the City Manager**

312 W. Whitewater Street, P.O. Box 178
Whitewater, Wisconsin 53190

www.whitewater-wi.gov
Telephone: (262) 473-0104
Fax: (262) 222-5901

September __, 2023

Becker & Bolton, LLC
Attention: Ben Bolton
3649 Westminster Road
Janesville, WI 53546

Re: Property Located at 501 Prospect Drive, City of Whitewater (Tax Parcel 292-0515-3434-001)

Dear Mr. Bolton:

Pursuant to the terms of the Development Agreement entered into by and between Becker & Bolton, LLC (Developer) and the City of Whitewater (City) dated May 22, 2023 (Agreement), Developer is required to commence construction of commercial buildings to provide leasable spaces for local business tenants (Project) of not less than 1,100 square feet each upon the property located at 501 Prospect Drive in the City of Whitewater (Facility) with actual development commencing July 31, 2023 and reaching full completion and issuance of final occupancy no later than December 31, 2025.

As of this date, the City finds no evidence of any construction on the property other than installation of a silt fence. Further, the City finds no evidence that any permits have been requested from either the City of Whitewater or the State of Wisconsin Department of Safety and Building Services – Division of Industry Services. The incentives you received from the City under the terms of the Agreement are directly tied to performance thereunder.

The City considers you to be in default under the Agreement and is requesting that you submit a letter at your earliest convenience updating the status of the Project specifying a date on which you expect to commence construction, including a request for an extension of the construction deadline for consideration by the Common Council.

If you have any questions regarding the above, please contact the undersigned.

Sincerely,

John Weidl
City Manager

TIF DEVELOPMENT AGREEMENT

FOR

DEVELOPMENT OF PROPERTY
LOCATED IN WHITEWATER
TIF DISTRICT NO. 10

501 N. Prospect Drive

BY AND BETWEEN

CITY OF WHITEWATER

"THE CITY"

AND

"BECKER & BOLTON, LLC"

The "DEVELOPER"

**TIF Development Agreement for Re Development
of the Property Located at 501 N. Prospect Drive**

I. PARTIES and OBLIGATIONS

A. The **CITY OF WHITEWATER** is a Wisconsin Municipal Corporation located in the County of WALWORTH, conducting its principal business at 312 W. Whitewater Street, Whitewater, WI 53190 ("**CITY**");

B. **BECKER & BOLTON, LLC** is a Wisconsin limited liability company with a principal address located at 3649 Westminster Rd., Janesville, WI 53546 ("**DEVELOPER**"). It is anticipated, intended, and promised that the **DEVELOPER** shall develop, own, and operate said **PROJECT** to not less than the minimum of the **CITY's** requirements and those set forth in this *Agreement*, whichever are more stringent.

C. The **PROJECT** contains certain real property and related new improvements thereon (described with greater particularity, *infra*). ("**PROPERTY**"), which has space available for commercial development within the **CITY**.

D. **DEVELOPER** is the direct beneficiary and recipient of land and certain TIF Development Incentive funds/monies from the **CITY** a/k/a the "**PROCEEDS**" from a certain **CITY "DEVELOPMENT INCENTIVE,"** all more fully described, *infra*.

E. **DEVELOPER** shall use and/or cause the **DEVELOPMENT INCENTIVE** to be used by **DEVELOPER** solely for construction costs and expenses to further develop said **PROPERTY** by fully constructing commercial buildings to provide leasable spaces for local business tenants ("**FACILITY**" or "**PROJECT**") of not less than One Thousand, One Hundred square feet (1,100 sq. ft.) each upon the **PROPERTY** with actual **DEVELOPMENT** commencing **July 31, 2023**, reaching full completion and the issuance of a final occupancy permit for such commercial/light industrial use no later than **31st day of December, 2025**.

F. To these legitimate and beneficial public ends and purposes, the **CITY** is able to provide to, and **DEVELOPER** shall "receive" and "benefit" from, the **CITY's** progress payments, over the construction period, of a portion of a monetary **DEVELOPMENT INCENTIVE**, which in total shall be in an aggregate amount not to exceed Three Hundred Thousand and 00/100 Dollars (\$300,000.00), which would constitute the **CITY'S "MAXIMUM OBLIGATION"** for purposes of this *Agreement*. The schedule on the attached **Exhibit "C"** is the current projection of such **CITY** payments to the **DEVELOPER** assuming that the **PROPERTY** and **IMPROVEMENTS** perform as identified within this document.

G. Upon completion of the first building, The **CITY** shall make the first of its **DEVELOPMENT INCENTIVE** payments directly to the **DEVELOPER**. The **CITY** shall make any such payment(s) upon completion and **DEVELOPER** receipt of Occupancy permit.

H. The **DEVELOPMENT INCENTIVE** payment by the **CITY** shall never exceed the amount of \$10 per square foot of developed space by building.

I. **DEVELOPER**, shall use the **CITY DEVELOPMENT INCENTIVE** solely for the purpose of payment of the construction of the **PROJECT** and related construction efforts and activities (**FACILITY**) upon the **PROPERTY**.

II. DESCRIPTION of THE PROPERTY

A. The **PROPERTY** is located at and currently addressed as 501 N. Prospect Drive in the City of Whitewater, County of Jefferson, State of Wisconsin 53190 (Tax Parcel Number 292-0515-3434-001) and is contained within the City of Whitewater Tax Increment Financing District No. 10.

B. On the date of this *Agreement*, the **PROPERTY** consisting of 3.7± acres had a real property assessed value in the amount of One Hundred Seven Thousand Six Hundred Forty and 00/100 Dollars (\$107,640.00), or \$29,092 per acre. The current **PROPERTY** full equalized assessed value shall be referred to herein as the **BASE YEAR PROPERTY VALUE** and the existing real property tax bill shall be referred to herein as the **BASE YEAR PROPERTY TAX**.

III. PURPOSE OF AGREEMENT

A. The described **PROPERTY** is located in City of Whitewater TIF District No. 10 and intended to be used by the **DEVELOPER** as a part of an overall development and construction project in the **CITY**. The **DEVELOPMENT INCENTIVE**, **PROJECT**, **FACILITY**, and overall **PROJECT** construction and enhancement are intended and anticipated to provide, foster, and encourage redevelopment of vacant business park land in the **CITY**, enhance the health and welfare of the **CITY**, and be of benefit to the **CITY**, its businesses, residents, and taxpayers; and add significantly to the economic, tax, and real property value of the **CITY**, especially its business park.

B. To these legitimate ends and purposes the **DEVELOPER** is entering into this *Agreement* with the **CITY** and making promises to the **CITY** in order to fully construct the **PROJECT**, and to further develop said **PROPERTY** and **PROJECT**

consistent with such overall and particular **CITY** plans, and in such manner as will produce tax increment, tax, and other revenues to the **CITY** through increased equalized real assessed and actual property value, and tax increments, tax payments, and/or tax equivalent payments individually and/or in aggregate sufficient and required under this *Agreement* to annually repay certain **CITY** TIF expenditures and related costs and expenses within TIF District No 10. Said arrangement is to **DEVELOPER'S** benefit, as evidenced by the TIF taxation mechanism, terms of this *Agreement*, and related business factors. The **DEVELOPER** hereby acknowledges the benefit, sufficiency, and value of the consideration from and by the **CITY**.

C. By approving and entering into this *Agreement*, the governing body of the **CITY** finds the terms of this *Agreement* and the **PROPERTY'S** and **FACILITY'S** construction, and development all in the best interest of the **CITY** and of benefit to the community and its taxpayers, residents, and businesses.

D. The **DEVELOPER** acknowledges that the **CITY** is only able to reimburse certain development costs upon the **PROPERTY** through the TIF District No. 10 Project Plan, pursuant to applicable Wisconsin laws and statutes which enable the **CITY** to receive and utilize specially designated and directed future real property tax revenues from the **PROPERTY** as generated by the **DEVELOPER'S FACILITY** thereon which increase the overall equalized value of TIF District No. 10. But for each party's payments, promises, and agreements herein, and representations herein and otherwise, neither party would enter into this *Agreement*. Each party relied and relies upon such representations, promises, payments, consideration, and agreements of the other party. The **CITY**, by law, must use such increased incremental tax revenues generated by such development project(s) located within TIF District No. 10 to repay its TIF development expenditures including, but not limited to, the **CITY'S DEVELOPMENT INCENTIVES**.

IV. THE AGREEMENT

A. In consideration of **DEVELOPER'S** construction and obtaining occupancy permit of the fully functional **FACILITIES** upon the **PROPERTY**, covenants and promises to timely and fully make the tax increment, and/or other individual and aggregate payments (e.g. Tax Equivalent Payments) annually to the **CITY** thereon the **CITY** shall:

1. Transfer of the property described in Exhibit A, totaling 3.7 acres for the assess value of \$107,640.00. The property will be transferred on an "as is" basis. **DEVELOPER** will be responsible for the payment of any costs associated with the

transfer, including Broker commissions and fees, survey, closing, and recording costs.

2. At closing, a credit equal to the purchase price of \$29,092 per acre, or \$107,640.00 will be granted to the **DEVELOPER**.

3. Upon inspection of completed buildings and issuance of occupancy permit, provide payment to the **DEVELOPER** the approximate estimated amount of Ten Dollars (\$10) per square foot of developed and completed space. As each subsequent building is completed, the CITY shall pay the DEVELOPER \$10 per square foot per building as they are completed, with a combination of square footages as follows: 3 buildings of 2,500 sq. feet each; 2 building of 4,000 each; 2 building of 7,500 sq. feet each, totaling not less than 30,500 square feet when all buildings are constructed. The total cumulative aggregate **CITY INCENTIVE PAYMENTS shall not to exceed** Three Hundred Thousand Dollars and 00/100, (\$300,000.00).

B. DEVELOPER, shall:

1. Prior to issuance of any building or other permit, provide to the **CITY** (or its designee) access to financial documentation that satisfactorily to the **CITY** establish that the **DEVELOPER** are jointly and severally financially stable and able to satisfactorily, timely, and successfully construct and operation the construction upon and to the **PROPERTY** and **FACILITIES** thereon, and able to fully pay and make all annual property tax and other payments to the **CITY**, and satisfy all other obligations to the **CITY** made under the provisions of this *Agreement*. Financial documentation may include *pro forma* projections of future incomes and sales and written demonstrations of binding commitments from the **DEVELOPER'S** lender(s) evidencing such lender's commitment to finance the **PROJECT** shall fulfill the foregoing requirement.

2. Prior to the start of any construction, installation of any structure or other improvement, or work upon the **PROPERTY**, seek and obtain from the City Staff approval of the Site Plan and exterior appearance of every structure, improvement, and implementation proposed by the **DEVELOPER** upon and/or for the **PROJECT** and **PROPERTY**.

3. Prior to the start of any building construction work upon the **PROPERTY**, seek and obtain building plan review and approval and a building permit from the City of Whitewater as a delegated municipality in accordance with Wisconsin Department of Safety and Professional Services administrative regulations.

4. Construct all improvements of whatsoever kind or nature upon the **PROPERTY** fully and solely at the expense of the **DEVELOPER**, at no cost or expense whatsoever to the **CITY** except for the **DEVELOPMENT INCENTIVE**, and in compliance and in conformity with:

a. each of the approvals and permits granted and/or issued by the **CITY** pertaining thereto; and

b. every applicable **CITY**, Federal, state, county and other ordinance, directive, statute, code, regulation, and law in effect at the time applicable under law, subject however to any variances in same approved for the **FACILITY** during the permitting process.

5. Fully complete construction of the **PROJECT** consisting of seven (7) multi-tenant buildings, (3 buildings of 2,500 sq. feet each; 2 building of 4,000 each; 2 building of 7,500 sq. feet each) upon the **PROPERTY**.

6. Guarantee a finished assessed value for the entire project, seven (7) buildings totaling not less than 30,500 square feet, of Three million, seven hundred fifty thousand and 00/100 Dollars (\$3,750,000).

C. **DEVELOPER** is obligated to perform hereunder and is jointly and severally obligated to perform under this *Agreement*; such performance is subject to and contingent upon the **DEVELOPER** obtaining and/or receiving, prior to May 1, 2023:

1. Receipt of all required approvals by all governmental agencies necessary for the use, design, renovation, and **DEVELOPMENT** of the **FACILITY** by **DEVELOPER** upon the **PROPERTY** upon terms and conditions satisfactory to the **DEVELOPER**.

D. Should **DEVELOPER** fail to perform, completing seven (7) buildings totaling 30,500 square feet by December 31, 2025, a partial claw back of the land value will occur if the project assessed value falls short of the \$3,750,000 as of 1/1/2026. The percentage of short fall as calculated by the difference by which the 1/1/2026 assessment is less than \$3,750,000 guaranteed amount, it will be that percentage times the total land value at time of closing of \$107,640 which will be paid back to the city by the developer.

E. For buildings completed before full project completion, Developer guarantees a minimum assessed value of \$123.00 per square foot of completed building subject to City Incentive Payments. In the event that the City Assessor values the property for property tax

purposes at less than \$123.00 per square foot of finished buildings, Developer will be liable to make a payment in lieu of property taxes (PILOT) to City in an amount to be calculated as follows: $((123 \times \text{square footage of finished buildings giving rise to City Incentive Payment}) - (\text{Actual Assessed Property Value})) \times \text{annual net property tax rate}$. If actual assessed value is greater than \$123.00 per square foot of finished building, no additional payment is due under this provision. Such payment, when required, shall be made no later than July 1 of each payment year. This PILOT provision will be in force until the 2041 valuation year, payable in 2042.

V. OTHER PROVISIONS

A. The **CITY** warrants and represents that the Common Council for the City of Whitewater have lawfully authorized this transaction and *Agreement*, and have otherwise authorized the City Manager to take such steps, enter into negotiations, and draft, prepare, execute, file and/or record this and related *Agreement* documents, forms and other papers as the City Manager may, from time to time, determine necessary and/or desirable to consummate and/or effectuate the transaction(s) set forth, and intent and purposes of, this *Agreement*.

B. The **CITY** agrees to execute and deliver such other documents as **DEVELOPER** may reasonably request to consummate the transactions contemplated herein.

C. This *Agreement* and all attachments and exhibits hereto constitute the entire *Agreement* between the parties and no modification shall be binding unless amended and agreed to in writing and signed by the affected parties.

D. **DEVELOPER**, by signing below, acknowledges having read, fully understand, and having personally received a copy of this *Agreement*.

E. This *Agreement* is not binding upon the **CITY** until such time as the Common Council for the City of Whitewater lawfully authorize and approve this *Agreement* and authorize and empower the City Manager and such others of the **CITY** administration necessary to execute and enter into this *Agreement* on behalf of the **CITY**. Execution of this *Agreement* by the City Manager or others on the **CITY'S** behalf is evidence of such authorization and approval.

F. This *Agreement* shall remain in full force and effect until such time as Whitewater TIF District No. 10 is terminated and dissolved OR when each and every of the obligations of the **CITY**, and **DEVELOPER** have been fully satisfied and discharged, whichever shall occur later. Also, unless and until the **DEVELOPER** has been paid in

full all amounts from the **CITY** promised to the **DEVELOPER** under this *Agreement*, the **CITY** covenants and agrees not to cause the early termination of Whitewater TIF District No.10 prior to December 31, 2030.

G. All rights and remedies in this *Agreement* for each party are cumulative and not exclusive, and in addition to all other remedies in law and equity.

H. Any notice which is required in connection with this *Agreement* shall be mailed, certified mail with return receipt requested, or delivered by nationally recognized overnight carrier, or hand delivered, if to the **CITY**:

John Weidl, City Manager
City Hall
312 W. Whitewater Street
Whitewater, WI 53190

If to **DEVELOPER**:
Ben Bolton
3649 Westminster Rd.
Janesville, WI 53546

Person or place of notice may be changed from time to time by any party notifying the others in writing duly served of the change.

I. This *Agreement* survives all dates set forth, runs with the land, may be recorded by the **CITY**, and shall be binding upon and inure to the benefit of **DEVELOPER** and each of **DEVELOPER'S** joint and several conveyees, purchasers, assigns, transferees, mortgagees, and successors of whatsoever kind or nature. If the **CITY** records this *Agreement*, then the **CITY** also agrees to execute and record a release at such time as **DEVELOPER** fulfill each of their obligations, promises, and payments under this *Agreement*.

This offer and *Agreement* are hereby accepted. The warranties and representations made herein survive the closing of this transaction. The undersigned hereby agrees to purchase, rehabilitate, renovate, repair, maintain, and operate the above-described **PROPERTY, FACILITIES, and improvements** according to the terms, contingencies, conditions, and obligations set forth, and acknowledges receipt of a copy of this *Agreement*.

Offered, agreed to, and entered into this 15 day of May, 2023

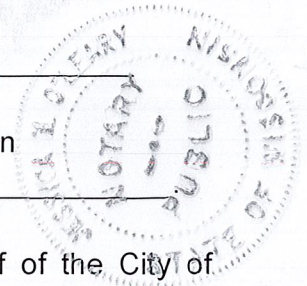
BECKER & BOLTON, LLC

By: *R. Bolton* 5-15-23
Ben Bolton
Managing Member, Becker & Bolton LLC

State of Wisconsin)
) ss
County of Walworth)

Subscribed to before me Becker & Bolton LLC, to me known to be the person who signed above this 15 day of May, 2023.

Jessica M. Aheary
Notary Public
Walworth County, State of Wisconsin
My commission expires 4/12/2025



This *Agreement* is hereby accepted and entered into. On behalf of the City of Whitewater, the undersigned hereby agree to the terms, contingencies, conditions, and obligations set forth, and acknowledge receipt of a copy of this Agreement.

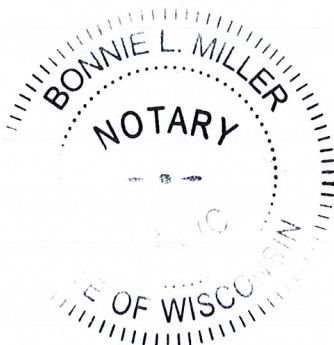
This 22nd day of May, 2023.

CITY OF WHITEWATER

BY: *John Weidl*
John Weidl, City Manager
Attest: *Jeremiah Thomas*
Jeremiah Thomas, Interim City Clerk

State of Wisconsin)
) ss
County of Walworth)

Subscribed to before me personally by John Weidl, City Manager, and Jeremiah Thomas, Interim City Clerk, to me known to be the same persons who signed above this 22nd day of May, 2023.



Bonnie L. Miller
Notary Public
Walworth County, Wisconsin
My commission Expires 08/26/2024

Exhibit 'A'**LEGAL DESCRIPTION**

Lot 1 of Certified Survey Map No. 3845 recorded in Volume 18 of Certified Surveys on Page 151 as Document No. 1022740, being a part of CSM 3497, and a part of the Southwest $\frac{1}{4}$ of Section 34, Township 5 North, Range 15 East, City of Whitewater, Jefferson County, Wisconsin.

(Tax Parcel No. 292-0515-3434-001)