



Common Council Meeting

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

Tuesday, April 21, 2026 - 6:00 PM

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

Please click the link below to join the webinar:

Join: <https://teams.microsoft.com/meet/281185701128636?p=MoXZJGnpZaSDkRWdFo>

Meeting ID: 281 185 701 128 636

Passcode: T9it2Ds3

Dial in by phone

+1 929-229-5663,,593516002# United States,

Phone conference ID: 593 516 002#

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

1. Swearing in of Newly Elected Council Members. Gavin Kelleher, Aldermanic District 2, Brian Schanen, Aldermanic District 4, Orin Smith, Councilmember At Large, - **City Clerk**

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

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

2. Election of Council President and Pro Tem- **City Manager**

PRESENTATION

3. Presentation of America 250 Flag.

- [4.](#) Presentation on Comprehensive Plan Update by RDG Planning & Design.

CONSENT AGENDA

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

- [5.](#) Approval of Common Council Meeting Minutes from March 17, 2026.
- [6.](#) Landmarks Minutes of March 4, 2026.
- [7.](#) Public Works Committee Meeting Minutes from March 10, 2026.
- [8.](#) Plan & Architectural Review Commission Minutes of March 9, 2026. Plan & Architectural Review Commission Minutes of March 30, 2026 Special Meeting.
- [9.](#) Park and Recreation Board Meeting Minutes from January 21, 2026.
- [10.](#) Pedestrian and Bicycle Advisory Commission Meeting Minutes from December 11, 2025.
- [11.](#) Urban Forestry Commission Meeting Minutes from September 29, 2025 and February 2, 2026.
- [12.](#) Purchase approval for Digital Sign.
- [13.](#) Purchase approval for fishing piers at Cravath and Trippe Lakes.
- [14.](#) Skate Park update.
- [15.](#) Wastewater maintenance quotes for televising (CCTV), Cured in Place Pipe (CIPP)- Spot Repairs, and CIPP- Manhole to Manhole.

CITY MANAGER REPORT

- [16.](#) City Manager Report.
- [17.](#) Asian American and Pacific Islander Heritage Month Proclamation.- **City Manager**
- [18.](#) Arbor Day Proclamation.- **City Manager**

STAFF REPORTS

- [19.](#) Recommendation on incorporating public safety on Boards and Committee structures.- **City Manager**
- [20.](#) Coordination of Public Arts Committee with Whitewater Arts Alliance.- **City Manager**
- [21.](#) Squirrel Trapping in the City of Whitewater.- **PD**
- [22.](#) Update on Food Pantry Lease.-**Parks**

HEARING OF CITIZEN COMMENTS

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RESOLUTION

- [23.](#) **2026-R-08-** Resolutions to accept offer to purchase from Lifetime Manufacturing LLC for Tax parcel numbers /A444300002 and /A444200002 in Technology Park. - **Community Development**
- [24.](#) **2026-R-09-** Resolution to Remove the Deed Restrictions for the following Tax Parcel numbers: /A503200002, /A323600001, /A323600002, /A503200001, /A410400001, /A410400002 /A414000003 and /A410400004 located along Bluff Road. - **Community Development**
- [25.](#) **2026-R-11-**Resolution approving Whitewater CDA to Repurchased Property located at 1212 E Bluff Road-**Community Development**

CONSIDERATIONS

- [26.](#) Boards and Commission Council Appointments by Council President and City Manager.- **City Manager**
- [27.](#) Discussion and Possible Action regarding Crypto ATM ban in the City of Whitewater.- **City Attorney**
- [28.](#) Discussion and Possible Action regarding Recommendation from Innovation Center Advisory Panel to approve connection of AT&T fiber optic service to Innovation Center. - **Community Development**
29. Discussion and Possible Action regarding setting a date for Council Visioning Session.- **HR**
30. Councilmember Requests for Future Agenda Items or Committee items. Questions

FUTURE AGENDA ITEMS

31. Update on MOU between the City of Whitewater and Downtown Whitewater, Inc.- **Q1 Finance, Q2 Council**
32. Whitewater Comparative Analysis. - **Finance**
33. Discussion on Flock Cameras- **Police Department**

CLOSED SESSION Adjourn to Closed Session, TO RECONVENE to OPEN SESSION, pursuant to Wisconsin Statutes Chapter 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. AND 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 and Wis. Stat. 19.86 Notice of Collective Bargaining Negotiations.

Items to be discussed:

34. City Manager Employment Agreement, specifically Section 8 – Vacation, Holidays, Sick Leave and Administrative Leave.
35. Development Agreement for Stonehaven Development on Bluff Road- **Community Development** (if necessary)

CONSIDERATIONS

- [36.](#) Discussion and Possible Action regarding the Development Agreement for Stonehaven Development on Bluff Road.- **Community Development** (if necessary)
- [37.](#) Discussion and Possible Action regarding the approval borrowing from City of Whitewater Wastewater Utility for Stonehaven Development Project.- **Community Development** (if necessary)

ADJOURNMENT

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

The City of Whitewater’s strategic goals for 2026–2028 are: expanding single-family home development, strengthening community communication, supporting a thriving business community, increasing access to healthcare resources, improving staff recruitment and retention efforts, advancing transportation options, and prioritizing expenditures based on available resources.

MEMORANDUM

To: Common Council

From: John Weidl, City Manager

Date: 4/8/26

Subject: Pro Tem

The ordinance stipulates that during the first meeting with the new governing body, the election of a Common Council President will take place.

2.08.020 -

(a)President to Preside. The president of the council, who shall be elected at the first meeting after the election of new councilmembers (second regularly scheduled meeting in April), shall at the hour stated call the meeting to order. At the first meeting of each year, the council shall also elect a president pro tem who shall act as president in the absence of the regular president. If a president is unable or unwilling to serve permanently a new president shall be elected, rather than the president pro tem automatically becoming president.

WHITEWATER MOVING FORWARD

MOVING TOGETHER TOWARD 2045

COMPREHENSIVE PLAN

Common Council Update

AGENDA

- Engagement To Date
- Emerging Conditions and Trends
- Design Workshop Themes



PROCESS OVERVIEW

Project Launch





Item 4.

ENGAGEMENT TO DATE



- **Listening Sessions**
 - Builders and developers
 - Business owners
 - City staff
 - Immigrant Support Coalition
 - Major employers
 - Property managers and landlords
 - Rotary Club
 - Service organizations and providers
 - University of Wisconsin-Whitewater faculty & staff
 - Whitewater High School students

ENGAGEMENT TO DATE

- Pop-Up Events
 - Innovation Center
 - International Children’s Day event
 - University of Wisconsin-Whitewater



ENGAGEMENT TO DATE

- Website Metrics



ENGAGEMENT TO DATE



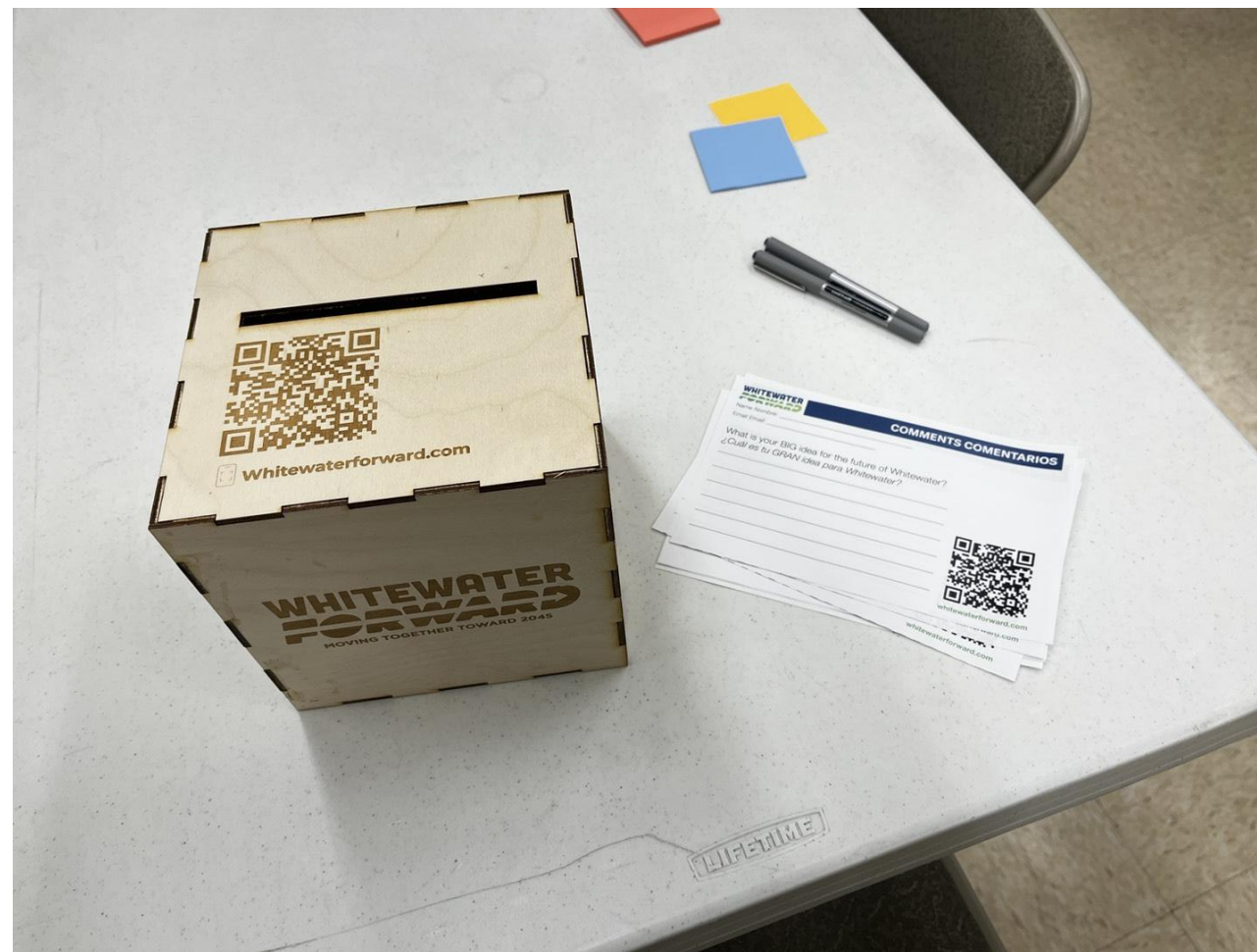
- **Housing**
 - Housing stock for non-student renters
 - Housing for families
 - Existing housing maintenance
- **Transportation**
 - Active transportation connections and trail opportunities
 - Opportunities for the future of Hwy 12
- **Parks**
 - Year-round recreation opportunities
 - Activating the lakes downtown
- **Business & Industry**
 - Growing employment diversity across the community
 - Activating downtown during different times of day, and different times of year
- **Education**
 - Adapting to enrollment and demographic changes

ENGAGEMENT UPDATE



Still Taking Input on Events to Plug Information

- Business Cards
- Comment Box
- Idea Board



AGENDA

- Engagement To Date
- Emerging Conditions and Trends
- Design Workshop Themes

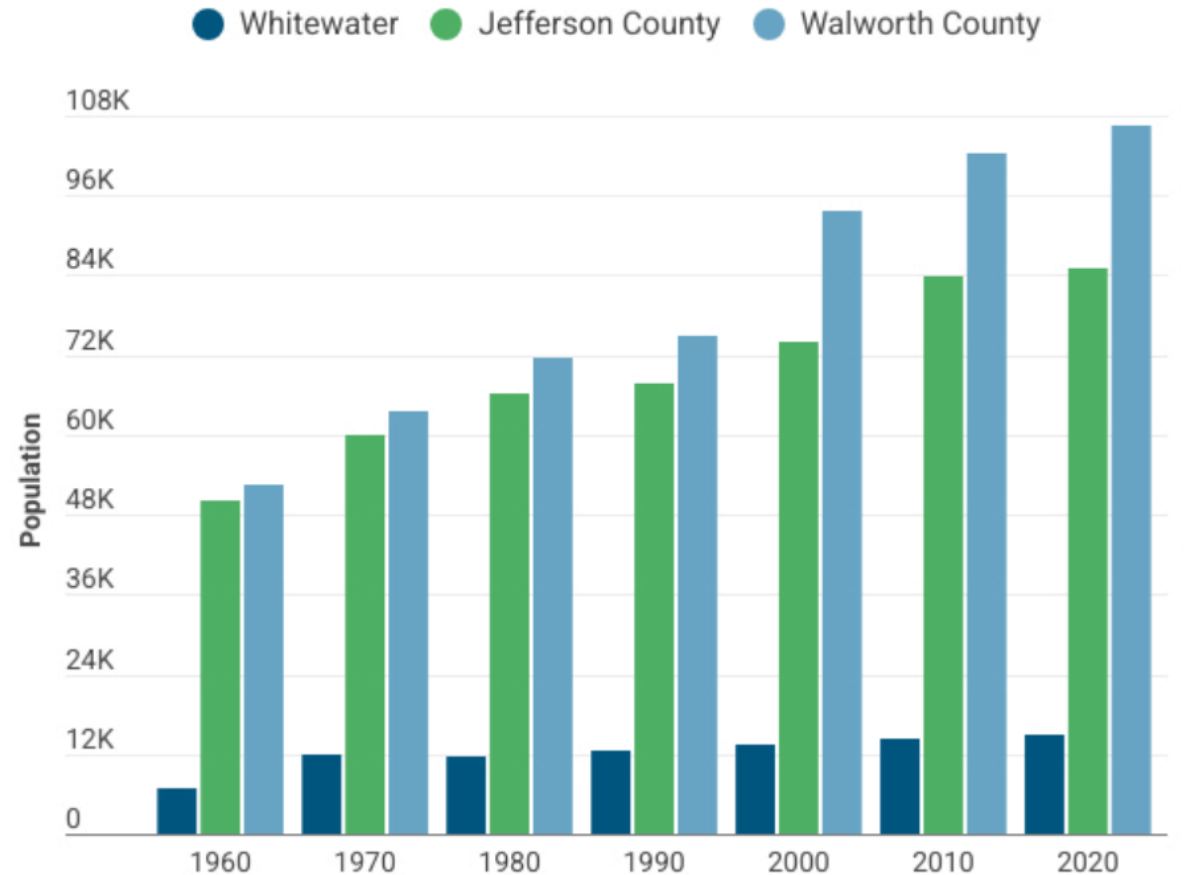


EMERGING CONDITIONS AND TRENDS



Year	Population	Period Population Change	% Change During Decade	Annual Rate
1960	6,830			
1970	12,038	5,208	76.3%	5.8%
1980	11,520	-518	-4.3%	-0.4%
1990	12,636	1,116	9.7%	0.9%
2000	13,437	801	6.3%	0.6%
2010	14,390	953	7.1%	0.7%
2020	14,889	499	3.5%	0.34%
2000-2020		1,452	9.8%	0.5%
2024	15,807	918	6.2%	1.5%

Some of 2020-2024 growth is student enrollment growth

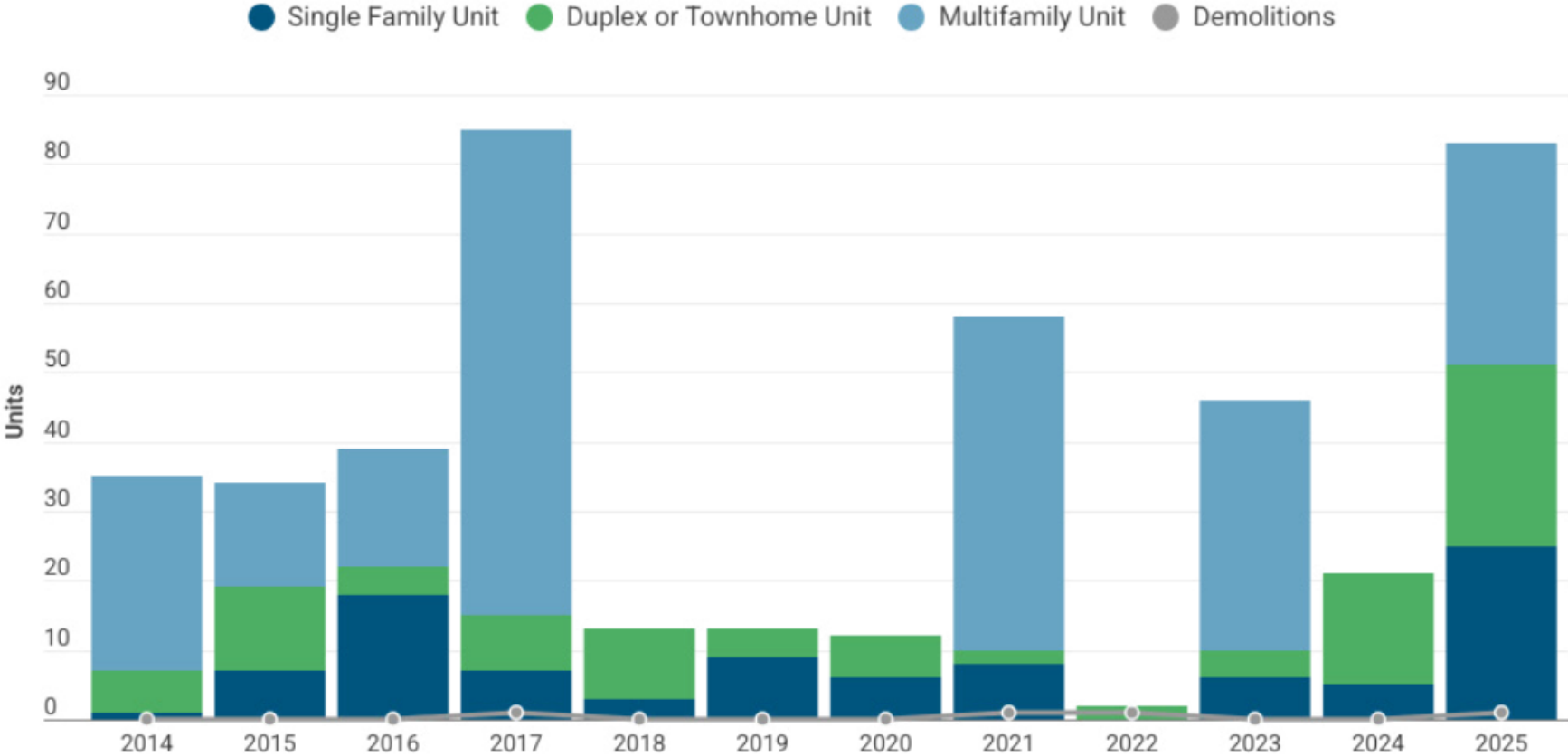


Source: US Census Bureau

EMERGING CONDITIONS AND TRENDS



HOUSING CONSTRUCTION ACTIVITY



EMERGING CONDITIONS AND TRENDS



2010	2024	
40%	32%	Whitewater
72%	74%	Jefferson County
71%	71%	Walworth County

Source: US Census Bureau; American Community Survey (5-Year Estimates)



2010	2024	
60%	68%	Whitewater
28%	26%	Jefferson County
29%	29%	Walworth County

Source: US Census Bureau; American Community Survey (5-Year Estimates)



2010	2024	
13.6%	11.7%	Whitewater
9.4%	5.4%	Jefferson County
23.2%	20.1%	Walworth County*

Source: US Census Bureau; American Community Survey (5-Year Estimates)

*Vacancy rates in Walworth County reflect units vacant for “seasonal use,” including homes on Geneva Lake.

EMERGING CONDITIONS AND TRENDS



- Population Make-up

- Population growing, despite variability in student enrollment;
- Recent housing studies support slight future growth
- Confirmation of growing diversity
- Smaller school aged population, despite upticks in family forming age ranges

- Housing

- Low single-family construction since 2018 – as a result, low median year built of owner units
- Listing inventory starting to rise with national trends, but vacancy still low
- Prices remain elevated post-pandemic

- Affordability

- Real incomes slightly rising against inflation
- Home values are in an affordable range for median income of working age adults, but are lower in some nearby cities.
- Workers travelling by necessity from limited housing options

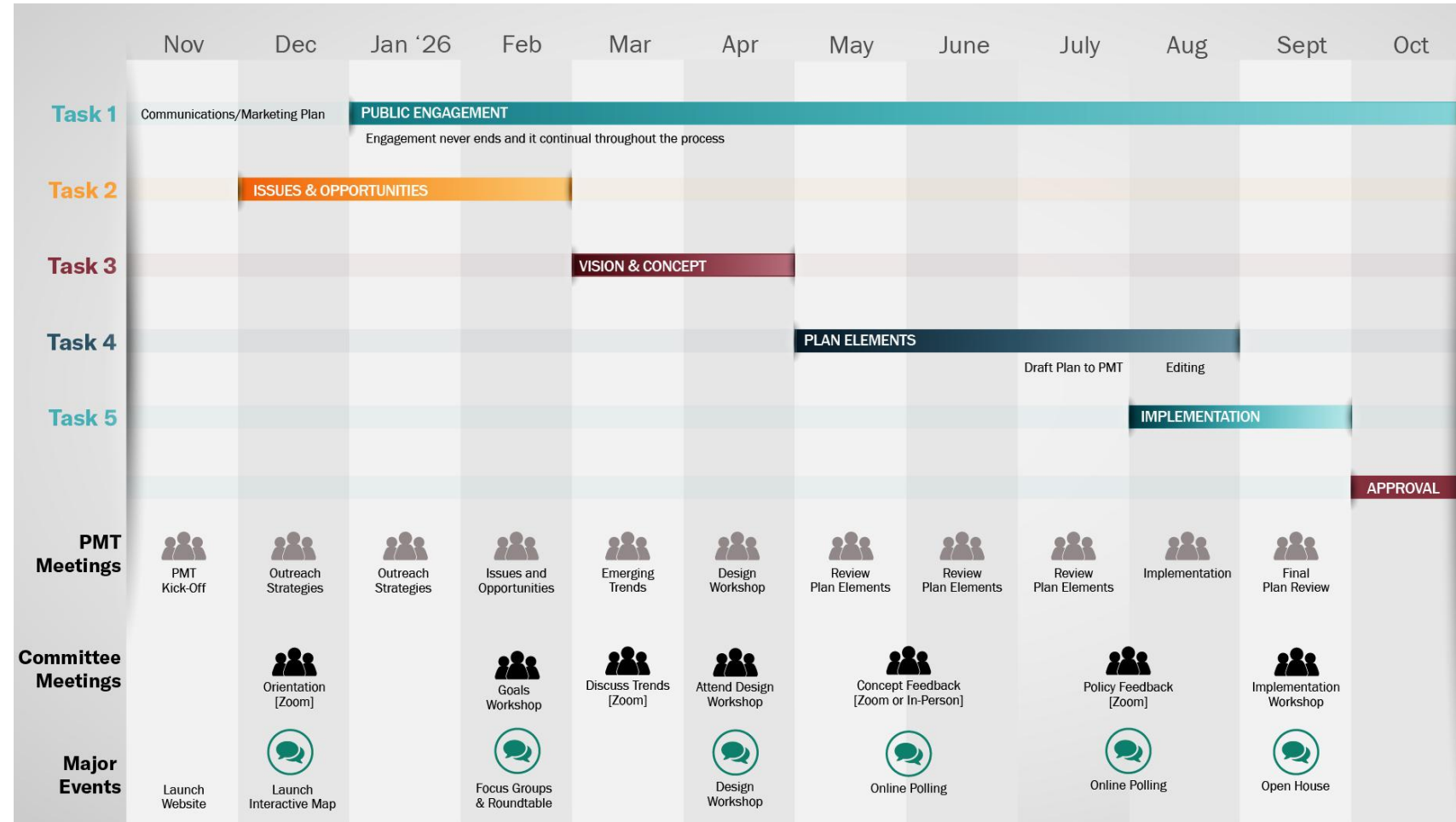
AGENDA

- Engagement To Date
- Emerging Conditions and Trends
- Design Workshop Themes



NEXT STEPS

- Continue Engagement
- Future Land Use and Mobility Map
- Plan Policy Elements





Council Agenda Item

Meeting Date:	April 21, 2026
Agenda Item:	Presentation from RDG re Comprehensive Plan Update
Staff Contact (name, email, phone):	Mason Becker, mbecker@whitewater-wi.gov

BACKGROUND

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

RDG Planning & Design, the firm selected for the update to the City of Whitewater’s 2017 Comprehensive Plan, has been working on the project over the past few months. “Whitewater Forward: Moving Together Toward 2045” will help guide the city’s growth and development over the next 20 years.

The firm’s presentation provides the Common Council with an informational update on project progress to date, including community engagement activities, emerging conditions and trends, and initial themes identified through design workshops.

To date, RDG has conducted extensive engagement, including stakeholder listening sessions with residents, developers, business owners, major employers, UW-Whitewater representatives, students, and community organizations, as well as public pop-up events and ongoing input collection tools.

Preliminary findings highlight several key trends:

- Continued population growth, with recent increases partially driven by university enrollment.
- Housing challenges, including limited non-student housing options, low vacancy rates, and rising prices.
- A need for more diverse housing types, particularly for families and workforce residents.
- Opportunities to improve transportation connectivity, including trails and Highway 12.
- Interest in activating downtown and expanding year-round recreation and lakefront use.
- A desire to diversify the local employment base.

The project is currently in the data collection and analysis phase, transitioning into land use concepts and policy development. Upcoming work will include preparation of the Future Land Use Map, mobility framework, and implementation strategies.

This presentation is intended to keep the Common Council and residents informed, and to provide an opportunity for questions and feedback.

More information on progress of this plan, including monthly poll questions and an interactive map can be found at whitewaterforward.com.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

- The Common Council selected RDG Planning & Design’s proposal to conduct the update to the city’s 2017 Comprehensive Plan on October 7, 2025, following a Request for Proposal process.

FINANCIAL IMPACT

(If none, state N/A)

-
- N/A

STAFF RECOMMENDATION

- This presentation is for informational purposes only. No action is requested of the Common Council.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

- PowerPoint presentation from RDG Planning & Design
-



Common Council Meeting

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

Tuesday, March 17, 2026 - 6:00 PM

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Please click the link below to join the webinar:

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/2946053194953?p=BagIbSi67s2PNdZa5r>

Meeting ID: 294 605 319 495 3

Passcode: kq9rB2Nq

Dial in by phone

+1 929-229-5663,,311529505# United States,

Phone conference ID: 311 529 505#

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AGENDA

MINUTES

CALL TO ORDER

Council President Singer called the meeting to order at 6:00pm.

ROLL CALL

PRESENT

Council President Patrick Singer
Councilmember Greg Majkrzak
Councilmember Michael M.Smith
Councilmember Orin O.Smith
Councilmember Steven Sahyun
Councilmember Brian Schanen
Councilmember Neil Hicks

City Manager John Weidl
City Attorney Steven Chesebro
Director of Public Works Brad Marquardt
City Clerk Heather Boehm

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

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Motion to Approve the Agenda made by Councilmember Majkrzak, Seconded by Councilmember O.Smith.

Voting Yea: Council President Singer, Councilmember Majkrzak, Councilmember M.Smith, Councilmember O.Smith, Councilmember Sahyun, Councilmember Schanen, Councilmember Hicks

CONSENT AGENDA

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

Motion to approve the Consent Agenda made by Councilmember O.Smith, Seconded by Councilmember Majkrzak.

Voting Yea: Council President Singer, Councilmember Majkrzak, Councilmember M.Smith, Councilmember O.Smith, Councilmember Sahyun, Councilmember Schanen, Councilmember Hicks

1. Approval of Common Council Meeting Minutes from February 17, 2026.
2. Pubic Works Committee Meeting Minutes from February 10, 2026.
3. Finance Committee Meeting Minutes from January 27, 2026.
4. Alcohol Licensing Committee Meeting minutes from January 20, 2026.
5. Landmarks Minutes of February 4, 2026.
6. Plan & Architectural Review Commission Minutes from February 9, 2026.

CITY MANAGER REPORT

7. City Manager Report.

City Manager Weidl gave his bi-monthly update of City events and accomplishments, including reports from the following departments: Public Works, Police, Fire & EMS, Library, Community Development, Parks & Recreation, Facilities, Human Resources and Media Services.

STAFF REPORTS

8. Community Survey Proposals.- **Chief of Staff**

Chief of Staff Becky Magestro gave an update on the Community Survey Results.

Motion to approve moving forward with ETC with the cost not to exceed \$22,500 made by Councilmember Hicks, Seconded by Councilmember O.Smith.

Voting Yea: Council President Singer, Councilmember Majkrzak, Councilmember M.Smith, Councilmember O.Smith, Councilmember Sahyun, Councilmember Schanen, Councilmember Hicks

9. Keeping the Pace.- **City Manager**

City Manager John Weidl gave an update on Keeping the Pace.

10. Memo on Potential Joint Post-Election Training Opportunities for City Council, School Board, and Boards and Commissions. - **HR**

HR Director Sara Marquardt gave an update on Post Election Training.

11. City of Whitewater named Family Friendly Workplace.- **HR**

HR Director Sara Marquardt gave an update on Family Workplace.

12. Update on Starin Road traffic and pedestrians between Prince Street and Prairie Street.- **Public Works**

Director of Public Works Brad Marquardt gave an update on the Starin Road traffic.

13. Municipal Separate Storm Sewer System (MS4) Annual Report. - **Public Works**

Director of Public Works Brad Marquardt gave an update on the MS4 Annual Report.

HEARING OF CITIZEN COMMENTS

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Kevin Green (365 W Ann St) spoke about taxes.

ORDINANCES**First Reading**14. **Ordinance 2026-O-05** an ordinance created Section 14.04.070 Permit Expiration.- **Community Development**

Motion made to approve the first reading of Ordinance 2026-O-05 made by Councilmember Hicks, Seconded by Councilmember Majkrzak.
Voting Yea: Council President Singer, Councilmember Majkrzak, Councilmember M.Smith, Councilmember O.Smith, Councilmember Sahyun, Councilmember Schanen, Councilmember Hicks

Motion to amend the Ordinance to change item K to a 6-month extension opposed to 3 months made by Councilmember Sahyun, Seconded by Councilmember O.Smith.
Voting Yea: Council President Singer, Councilmember Majkrzak, Councilmember M.Smith, Councilmember O.Smith, Councilmember Sahyun, Councilmember Schanen, Councilmember Hicks

15. 2026-O-08 an Ordinance regarding additions to Municipal Code 11.12.011, Stop Signs.- **Public Works**

Motion made to approve the first reading of Ordinance 2026-O-08 made by Councilmember Hicks, Seconded by Councilmember Schanen.
Voting Yea: Council President Singer, Councilmember Majkrzak, Councilmember M.Smith, Councilmember O.Smith, Councilmember Sahyun, Councilmember Schanen, Councilmember Hicks

Motion made to waive the second reading of Ordinance 2026-O-08 by Councilmember Hicks, Seconded by Councilmember Schanen.
Voting Yea: Council President Singer, Councilmember Majkrzak, Councilmember M.Smith, Councilmember O.Smith, Councilmember Sahyun, Councilmember Schanen, Councilmember Hicks

16. 2026-O-09 an Ordinance regarding additions to Municipal Code 11.16.150, Street Index of Parking Restriction, Dann Street.- **Public Works**

Motion made to approve the first reading of Ordinance 2026-O-09 made by Councilmember M.Smith, Seconded by Councilmember O.Smith.
Voting Yea: Council President Singer, Councilmember Majkrzak, Councilmember M.Smith, Councilmember O.Smith, Councilmember Sahyun, Councilmember Schanen, Councilmember Hicks

Motion made to waive the second reading of Ordinance 2026-O-09 made by Councilmember Hicks, Seconded by Councilmember O.Smith.
Voting Yea: Council President Singer, Councilmember Majkrzak, Councilmember M.Smith, Councilmember O.Smith, Councilmember Sahyun, Councilmember Schanen, Councilmember Hicks

CONSIDERATIONS

17. Discussion and Possible Action regarding potential policy concepts related to fiscal management and budget practices. - City Manager

Motion to refer this item to Finance Committee made by Councilmember O.Smith, Seconded by Councilmember M.Smith.
Voting Yea: Council President Singer, Councilmember Majkrzak, Councilmember M.Smith,

Councilmember O.Smith, Councilmember Sahyun, Councilmember Schanen, Councilmember Hicks

- 18. Discussion and Possible Action regarding award of Contract 4-2026, Main Street/Franklin Street Intersection Improvements. - **Public Works**

Motion to approve the low bid made by Councilmember M.Smith, Seconded by Councilmember Majkrzak.

Voting Yea: Council President Singer, Councilmember Majkrzak, Councilmember M.Smith, Councilmember O.Smith, Councilmember Sahyun, Councilmember Schanen, Councilmember Hicks

- 19. Discussion and Possible Action regarding award of Police Evidence Garage Contract. - **Public Works**

Motion to approve Gilbank Construction made by Councilmember O.Smith, Seconded by Councilmember Majkrzak.

Voting Yea: Council President Singer, Councilmember Majkrzak, Councilmember M.Smith, Councilmember O.Smith, Councilmember Sahyun, Councilmember Schanen, Councilmember Hicks

- 20. Councilmember Requests for Future Agenda Items or Committee items. Questions

FUTURE AGENDA ITEMS

- 21. Update on MOU between the City of Whitewater and Downtown Whitewater, Inc.- **Q1 Finance, Q2 Council**
- 22. Update on Flock Cameras- **April 9, 2026**

CLOSED SESSION Adjourn to Closed Session, TO RECONVENE to **OPEN SESSION**, pursuant to Wisconsin Statutes **Chapter 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.**

(d): Except as provided in s. 304.06(1)(eg) and by rule promulgated under s. 304.06(1)(em), considering specific applications of probation, extended supervision or parole, or considering strategy for crime detection or prevention.

Items to be discussed:

Motion made to go into Closed Session at 7:02pm made by Council President Singer, Seconded by Councilmember Majkrzak.

Voting Yea: Council President Singer, Councilmember Majkrzak, Councilmember M.Smith, Councilmember O.Smith, Councilmember Sahyun, Councilmember Schanen, Councilmember Hicks

Motion made to come out of Closed Session at 8:30pm made by Councilmember O.Smith, Seconded by Councilmember Schanen.

Voting Yea: Council President Singer, Councilmember Majkrzak, Councilmember M.Smith, Councilmember O.Smith, Councilmember Sahyun, Councilmember Schanen, Councilmember Hicks

CS-23. Request for Tax Increment Financing Assistance for Potential Business Project in Tech Park.- **Community Development**

CS-24. Detective Bureau Presentation- **PD**

CONSIDERATIONS

25. Review and possible action: Request for Tax Increment Financing Assistance for Potential Business Project in Tech Park. - **Community Development**

No action was taken on this item.

26. Discussion and Possible Action regarding Detective Bureau Presentation. - **PD**

No action was taken on this item.

ADJOURNMENT

Motion to adjourn at 8:32pm made by Councilmember Schanen, Seconded by Councilmember O.Smith. Voting Yea: Council President Singer, Councilmember Majkrzak, Councilmember M.Smith, Councilmember O.Smith, Councilmember Sahyun, Councilmember Schanen, Councilmember Hicks

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The City of Whitewater's strategic goals for 2026–2028 are: expanding single-family home development, strengthening community communication, supporting a thriving business community, increasing access to healthcare resources, improving staff recruitment and retention efforts, advancing transportation options, and prioritizing expenditures based on available resources.



Landmarks Commission

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

Wednesday, March 04, 2026 - 6:00 PM

MINUTES

CALL TO ORDER

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

ROLL CALL

PRESENT

Board Member Pat Blackmer
Board Member Penelope Alwin
Board Member Kelsey Reilly
Board Member Jordan Reilly

ABSENT

Council Representative Orin O.Smith

GUEST

Lilly from the Royal Purple

APPROVAL OF AGENDA

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Motion made by Board Member Reilly, Seconded by Board Member Reilly.

Voting Yea: Board Member Blackmer, Board Member Alwin, Board Member Reilly, Board Member Reilly

CONSENT AGENDA

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1. Approval of Minutes of February 4, 2026.

HEARING OF CITIZEN COMMENTS

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None

CONSIDERATIONS / DISCUSSIONS / REPORTS

- 2. Discussion and possible approval of landmarking the Stone Stable. Located near 301 W Whitewater Street next to the City Parking lot.

Pat introduced the item and background.

Commission members asked questions.

Motion to have the Landmarks Commission be allowed to take to Common Council to landmark the Stone Stable

Motion made by Board Member Alwin, Seconded by Board Member Reilly.

Voting Yea: Board Member Blackmer, Board Member Alwin, Board Member Reilly, Board Member Reilly

- 3. Discussion regarding collaboration with Whitewater Arts Alliance for display for America 250.

Blackmer provided an update on this collaboration.

No Action

- 4. Discussion regarding possibly landmarking the Lambda Chi building.

Blackmer provided an update on this matter.

No action.

- 5. Discussion regarding the status of opening a Community Foundation Account for the Starin Park Water Tower.

Blackmer provided an update on setting up this account.

Commission members asked questions.

FUTURE AGENDA ITEMS

-Stone Stable

-New Commission Member

-America 250

-Community Foundation Account

-100th Anniversary of Bassett House Ownership by The Whitewater Federations of Women's Club

NEXT MEETING DATE APRIL 1, 2026.

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.



Public Works Committee Meeting

Cravath Lakefront Room, 2nd floor

312 W. Whitewater St.

Whitewater, WI 53190

*In Person and Virtual

Tuesday, March 10, 2026 - 5:15 PM

MINUTES

CALL TO ORDER

The Public Works meeting was called to order by Board President Hicks at 5:15 p.m.

ROLL CALL

PRESENT: Board Member Hicks, Board Member M. Smith, Board Member Majkrzak

ABSENT: Majkrzak

OTHERS: Marquardt

APPROVAL OF AGENDA

Motion made by Board Member M. Smith to approve the agenda for Tuesday, March 10, 2026, Seconded by Board Member Hicks.

Voting Yea: all via voice (2)

Voting Nay: None

Absent: Majkrzak

APPROVAL OF MINUTES

1. Approval of Minutes from February 10, 2026

Motion made by Board Member M. Smith, Seconded by Board Member Hicks to approve the minutes from February 10, 2026.

Voting Yea: all via voice (2)

Voting Nay: None

Absent: Majkrzak

HEARING OF CITIZEN COMMENTS

Dave Stone, 303 W. Ann St., spoke about the intersection of W. Main St. and Prairie St. He noted when traveling south on S. Prairie St., the intersection is currently designated as a right-turn-only lane. He asked whether the City could paint a right turn only arrow in the right lane and straight/left-turn arrows in the adjacent lane. Marquardt will review this request and, if feasible, be addressed this summer.

NEW BUSINESS

2. **Discussion and Possible Action regarding Starin Road traffic and pedestrians between Prince Street and Prairie Street.**

Hicks said it was unfortunate what recently occurred at Starin Road and Main Street. He noted that it is worthwhile to review conditions and explore potential options for both roads.

Regarding Starin Road specifically, he cautioned against acting too quickly and expressed a desire for additional research. Possible measures include stoplights, speed tables, speed bumps, and barriers to direct traffic, all of which would involve costs. Hicks suggested taking a different approach by having Public Works research how other cities—particularly university towns—handle motorized scooters and similar devices, including potential bans or restrictions on their use on sidewalks and crosswalks.

He referenced Bird scooters as an example, noting that although they were not intended for sidewalk use, that rule was not always followed.

Hicks also expressed surprise that there have not been more accidents in the City and indicated he would like to see increased restrictions on motorized devices. He added that traffic measures installed on Starin Road over the past three to five years have been reasonably effective but emphasized the importance of conducting further research before committing funds or initiating additional work in that area.

M. Smith is very concerned about scooter use in the City as well and there are not a lot of restrictions on scooters.

Marquardt stated he will bring the use of scooters forward as a future agenda item for discussion. In addition, this discussion will be brought back to Council as a staff update. It was noted that the Parks and Recreation Director is currently working on an updated ordinance addressing bicycles, e-scooters, and e-bikes. The proposed ordinance would not impose restrictions but rather update the City's code to align with State Statute. Marquardt also indicated he will research policies at other college campuses to gather additional information.

Background history Marquardt provided stated on February 11, 2026, UW Whitewater Police responded to an accident of a person on an electric scooter being hit on Starin Road while crossing at the crosswalk near the University Bookstore. The item was briefly discussed at the February 17, 2026, Common Council meeting with the Council asking for it to be on a future Public Works Committee agenda. Included were State Statutes that pertain to electric scooters.

As additional background, in 2024, the University reached out to the City about pedestrian safety crossing Starin Road. The City and University reviewed possible safety enhancements, including closing a portion of Starin Road during the school day. Ultimately, Council decided to:

- Install pedestrian crossing signs requiring motorists to stop (rather than yield) to pedestrians at uncontrolled pedestrian crossing locations between Prairie Street and Prince Street.
- Lower the speed limit from 25 mph to 15 mph between Prairie Street and Prince Street.
- Install "All Way Stop" conditions at Starin Road and Prince Street.
- Install "All Way Stop" conditions at Starin Road and Warhawk Drive.

Speed humps/bumps were discussed but decided not to be implemented as the temporary rubberized ones are not recommended for installation over winter due to not holding up to snowplowing.

This item was discussed at multiple Public Works and Common Council meetings in 2024 and 2025. At the December 17, 2024, Council meeting, Council directed staff to bring back the items mentioned above for discussion at the January 7, 2025, Council meeting, where Council voted to implement the changes noted above.

At this point, staff does not see a reason to make any changes to the traffic pattern on Starin Road. However, other conditions that could be investigated, short of closing a section of Starin Road, could be:

- Installing permanent speed bumps at uncontrolled pedestrian crossings.
- Installing speed tables at uncontrolled pedestrian crossings.

- Eliminating all uncontrolled pedestrian crossings. Have pedestrians cross at Prince Street, Warhawk Drive, and Prairie Street only.
- Installing a traffic signal to allow for pedestrian crossings at the University Bookstore location, in addition to the controlled crossings at Prince Street, Warhawk Drive and Prairie Street only.

3. **Discussion and Possible Action regarding parking on Dann Street north of Milwaukee Street.**

Marquardt noted this item appeared on the February 10, 2026, Public Works Committee agenda. Staff wanted to confirm that both the staff recommendation and the Committee's motion were accurately reflected.

The Public Works Committee recommended posting:

- The west side of Dann Street as "No Parking This Side of Street" and adopting a corresponding ordinance.
- For the southeast half of Dann Street, the Committee moved to post the south half as "No Parking Here to Corner".
- For the northeast half of Dann Street as "Private Parking Only for 504 Milwaukee Street," with an ordinance to match.
- The Committee also recommended posting "No Parking Between Signs" along the north edge of Dann Street and adopting an ordinance accordingly.

The financial impact would be minimal, limited to the cost of purchasing additional signs, which City staff would install.

Staff also questioned whether parking should continue to be allowed on the east side, south of the driveway to Milwaukee Street, as it currently exists. This area provides approximately 50 feet of available parking space.

After furthering review by Marquardt, it was noted the real issue around Dann St. and Milwaukee Street was people parking in the area of no parking on the west side of Dann Street with no ordinance to enforce it, and parking in front of driveways. Staff is seeking to reverse the previous recommendation and allow parking in that small section on the southeast side.

Board Member Hicks clarified that the City would allow parking on the east side of Dann Street on the southern half, north of Milwaukee Street. However, keep the no parking on the north half as private parking only for 504 Milwaukee Street.

Motion made by Board Member Hicks to approve no parking on the west side of Dann Street and label the north half of the east side of Dann Street private parking only for 504 E. Milwaukee Street, Seconded by Board Member M. Smith.

Voting Yea: Board Member M. Smith, Board Member Hicks

Voting Nay: None

Absent: Majkrzak

4. **Discussion and Possible Action regarding award of Police Evidence Garage Contract.**

Marquardt stated The Police Department is proposing to build an evidence garage within the fenced Wastewater Facility grounds. Angus Young Architects/Engineers was hired to design, assemble plans

and specifications, and advertise for the project. The project had a bid opening on May 5, 2026. Four bids were received.

- Gilbank Construction \$852,000.00
- Superior Construction \$915,362.00
- Campbell Construction \$1,011,898.00
- RR Walton & Company \$1,029,907.85

On February 20, 2025, the Council approved the design contract with Angus Young for the Evidence Garage. On January 20, 2026, the Council approved an Amendment to the contract for plumbing design and contract administration.

The 2024 – 2026 CIP budget included \$180,000 for the design and the 2026-2027 CIP budget included \$875,000 for construction for a total of \$1,055,000. With the low bid of \$852,000, the running total for the project is at \$926,795, leaving \$128,205 for contingencies, furniture and cameras.

Staff recommended a motion to accept the low bid from Gilbank Construction and forward to Council for final approval.

Motion made by Board Member M. Smith to approve the low bid from Gilbank Construction for the Police Evidence Garage, Seconded by Board Member Hicks.

Voting Yea: Board Member Hicks, Board Member M. Smith

Voting Nay: None

Absent: Majkrzak

5. Discussion and Possible Action regarding award of Contract 4-2026, Main Street/Franklin Street Intersection Improvements.

Marquardt stated the southeast corner of Franklin Street and W. Main Street intersection is planned to be reconfigured in a manner to allow semi-truck drivers to make a northbound to eastbound turning movement without hitting the bollards or traffic signal.

The project was advertised with bid opening at 11:00 am on Tuesday March 10, 2026. Bid opening resulted in four bids. Parisi came in with the lowest bid at \$260,185.75, with an additional two other bids around \$272,000 and one other bid around \$368,000.

At the November 12, 2024, Public Works Committee meeting, the Committee recommended moving forward with the redesigning of the intersection to better allow eastbound turning semi-trucks from Franklin Street.

At the April 8, 2025, Public Works Committee meeting and the April 15, 2025, Common Council meeting, Task Order 25-06 was approved for the redesign of the Main Street/Franklin Street intersection.

At the December 9, 2025, Public Works Committee meeting, it was recommended that a left turn arrow be included in the design for westbound Main Street traffic. Amendment No. 1 to the Task Order to include the design of a left turn arrow was approved at the January 2026 Public Works Committee and Council meetings.

\$296,000 has been included in the budget. This original estimate did not include the addition of the left turn arrow that was approved to be added in January 2026.

Staff recommended awarding the Contract 04-2026 to Parisi for the Main Street/Franklin Street Intersection Improvements.

Motion made by Board Member Hicks to approve Contract 4-2026, Main Street/Franklin Street Intersection Improvements from Parisi at \$260,1803.75, Seconded by M. Smith.

Voting Yea: Board Member M. Smith, Board Member Hicks

Voting Nay: None

Absent: Majkrzak

6. Discussion and Possible Action regarding Municipal Separate Storm Sewer System (MS4) Annual Report.

Marquardt explained that the City must submit an Annual Report for its Municipal Separate Storm Sewer System (MS4) Permit to the DNR each year by March 31. The report includes required information on Public Education and Outreach; Public Involvement and Participation; Illicit Discharge Detection and Elimination; Construction Site Pollutant Control; Post-Construction Stormwater Management; Pollution Prevention; the Storm Sewer Map; and Fiscal Analysis. As part of the permit requirements, staff must also present the Annual Report to elected officials.

Marquardt will forward this information to the Council to be placed on the next agenda as a staff report.

7. Discussion and Possible Action regarding stop sign control at Moraine View Parkway and Jakes Way.

Marquardt stated southbound traffic on Moraine View Parkway must stop at Jakes Way. No other stop conditions exist at the intersection. With the construction of the multi-family building on the west side of Moraine View Parkway, currently under construction, a review of the stop conditions at this intersection should occur.

The financial impact would be minimal. Any work with installing or moving signs would be done by City crews.

Moraine View Parkway is designed as the main north/south road with medians and a southbound left turn lane at Jakes Way. Therefore, it should have the right-of-way with intersecting roadways or driveways having to stop. Based on this, staff recommended a motion to remove the stop sign on Moraine View Pkwy and create an ordinance to install a stop sign for west bound traffic on Jakes Way at Moraine View Pkwy and forward to Council. As a note, there is no ordinance in the Municipal Code for the existing stop sign on Moraine View Pkwy at Jakes Way.

The driveway to/from the complex is at the west leg of the Jakes Way and Moraine View Pkwy intersection. Motorists exiting the complex will have a stop sign. Due to this configuration, it would make sense to do one of two options. One option would be to make the intersection an "All Way Stop" condition. The other option would be to remove the stop sign on Moraine View Pkwy and stop west bound traffic on Jakes Way at Moraine View Pkwy.

Motion made by Board Member Hicks to approve the removal of the stop sign on Moraine View Parkway and create an ordinance to install a stop sign for west bound traffic at Jakes Way and Moraine View Parkway, Seconded by M. Smith.

Voting Yea: Board Member M. Smith, Board Member Hicks
Voting Nay: None
Absent: Majkrzak

- 8. **Discussion and Possible Action regarding additions to Municipal Code 11.12.011 – Stop Signs to include already posted stop signs on southbound Ash Lane, Maple Lane and Locust Lane at Jakes Way; eastbound Innovation Drive at Howard Rd; southbound Howard Road at Bluff Road; eastbound Burr Oak Trail at Fremont Street; northbound Burr Oak Trail at County Trunk Highway D; northbound Indian Mound Parkway at Walworth Avenue; westbound South Street at Elizabeth Street.**

Marquardt stated in reviewing the stop sign at Moraine View Parkway and Jakes Way, staff noticed the stop signs that are installed for southbound Ash Lane, Maple, Lane and Locust Lane at Jakes Way are not referenced in Municipal Code 11.12.011.

Staff did a cursory review of other streets and found these additional locations are not in the Code as well: eastbound Innovation Drive at Howard Road; southbound Howard Road at Bluff Road; eastbound Burr Oak Trail at Fremont Street; northbound Burr Oak Trail at County Trunk Highway U; northbound Indian Mound Parkway at Walworth Avenue; westbound South Street at Elizabeth Street.

Staff recommended a motion to have staff prepare an ordinance adding the above locations to Municipal Code 11.12.011 – Stop Signs and bring to the Council.

Motion made by Board Member M. Smith to approve the following additions (stated above) to Municipal Code 11.12.011, Seconded by Board Member Hicks.

Voting Yea: Board Member Hicks, Board Member M. Smith
Voting Nay: None
Absent: Majkrzak

FUTURE AGENDA ITEMS

- 9. Elizabeth Street parking restrictions – May/June 2026
- 10. Highland Street parking restrictions – May/June 2026

ADJOURNMENT

Motion made by Board Member M. Smith to adjourn the Public Works Meeting at 5:54 p.m., Seconded by Board Member Hicks.

Voting Yea: all via voice (2)
Voting Nay:
Absent: Majkrzak

Respectfully submitted,

Alison Stoll

Alison, Administrative Assistant
Department of Public Works

*Minutes Approved on: April 14, 2026



Plan & Architectural Review Meeting

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

Monday, March 09, 2026 - 6:00 PM

MINUTES

CALL TO ORDER

Meeting called to order at 6 pm

ROLL CALL

PRESENT

Chairman, Councilmember Neil Hicks
Board Member Bruce Parker
Board Member Tom Miller
Board Member Carol McCormick
Vice Chairman Lynn Binnie

ABSENT

Board Member Michael M. Smith
Board Member Marjorie Stoneman
Board Member Sherry Stanek

STAFF

Mason Becker, Community Development Director
Llana Dostie, Zoning Specialist
Allison Schwark, Zoning Administrator

APPROVAL OF AGENDA

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

Motion made by Board Member McCormick, Seconded by Board Member Miller.

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

HEARING OF CITIZEN COMMENTS

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

None.

CONSENT AGENDA

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

1. Approval of February 9, 2026 Minutes.

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

PUBLIC HEARING FOR REVIEW AND POSSIBLE APPROVAL

2. Discussion and possible approval of an amendment to the Conditional Use Permit for Culver's Drive-Thru Signage located at 1414 W Main Street. Tax Parcel #: A332600001
 Zoning Administrator Schwark provided a background on application.

Motion to approve conditional use permit for drive-thru signage with the planner's recommendations.

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

3. **ITEM POSTPONED BY APPLICANT AFTER NOTICES WENT OUT**

Discussion and possible approval of a Conditional Use Permit for an Adult Daycare located at 1202 E Bluff Road for Kori Gainey d/b/a Camp Bukaroos. Tax Parcel # /A323600001.

CONSIDERATION/DISCUSSION/REPORTS

4. Discussion and possible action on appointing a member of PARC to the Comprehensive Plan Work Group.

Lynn agreed to represent PARC.

Motion to appoint Lynn to Comprehensive Plan Work Group.

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

FUTURE AGENDA ITEMS

None

NEXT MEETING DATE APRIL 13, 2026

ADJOURNMENT

Meeting adjourned at 6:11 p.m.

Motion made by Board Member Miller, Seconded by Board Member McCormick.

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



Special Plan & Architectural Review Meeting

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

Monday, March 30, 2026 - 6:00 PM

MINUTES

CALL TO ORDER

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

ROLL CALL

PRESENT

Board Member Tom Miller
Board Member Michael M. Smith
Board Member Marjorie Stoneman
Board Member Carol McCormick
Vice Chairman Lynn Binnie
Board Member Sherry Stanek

ABSENT

Chairman, Councilmember Neil Hicks

STAFF

Mason Becker, Community Development Director
Allison Schwark, Zoning Administrator
Llana Dostie, Zoning Specialist

APPROVAL OF AGENDA

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Motion made by Board Member McCormick, Seconded by Board Member Miller.

Voting Yea: Board Member Miller, Board Member M. Smith, Board Member Stoneman, Board Member McCormick, Vice Chairman Binnie, Board Member Stanek

HEARING OF CITIZEN COMMENTS

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

None

CONSIDERATION/DISCUSSION/REPORTS

1. Discussion regarding the conceptual plan for Lifetime Manufacturing, LLC to be located on Innovation Drive. Tax Parcel #'s /A444300002 and /A444200002.

Zoning Administrator provided a background and information regarding concept plan and code requirements.

Larry Chapman introduced himself and answered questions.

Todd Rizzo, architect for Lifetime Manufacturing was just looking for feedback before they go to final plans.

Smith set back and fence are looking good on the outside.

Stanek concerns regarding impervious surface and making sure there is no watershed issues created.

Binnie brought up issues with the Tech Park Zoning. Would like Mason Becker to bring to the Innovation Advisory Board.

Mason Becker stated he would bring the the Board in April.

2. **ITEM REMOVED TO DUE TO MISSING DOCUMENTATION**

Discussion and possible recommendation to Common Council the sale of Parcel #'s /A444300002 and /A444200002 located in the Whitewater Technology Park on Innovation Drive and Greenway Court.

FUTURE AGENDA ITEMS

None

NEXT MEETING DATE APRIL 13, 2026

ADJOURNMENT

Meeting adjourned at 6:36 p.m

Motion made by Board Member Stoneman, Seconded by Board Member Stanek.

Voting Yea: Board Member Miller, Board Member M.Smith, Board Member Stoneman, Board Member McCormick, Vice Chairman Binnie, Board Member Stanek



Parks and Recreation Board Minutes DRAFT
Wednesday, January 21, 2026 – 5:30 pm
Cravath Lakefront Room
312 W. Whitewater Street
Whitewater, WI 53190
Hybrid Meeting

1. Call to Order and Roll Call

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

2. Approval of Agenda

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

3. Approval of Consent Agenda

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

4. Hearing of Citizens Comments

No Citizens Comments

5. Considerations/Discussions/Reports

- a. Boehm gave update on Christmas in Cravath final overall thoughts of the event with a statement that a survey will go out to the community looking for helpful feedback for the future; new programs include: cheer & baile folklorico; two lifeguards (Lynette Brown & Brenda Schumacher) made a save of a toddler that was in serious distress, we can't thank the staff enough for following their training and those who train them; communication back to the city on the splash pad grant has not happened yet; and the city council approved the open space plan with the next step it going to the DNR.

Neil Hicks suggested bringing back the Polar Plunge outdoors at Cravath Lakefront Park & Dog Day at the Pool

- b. Discussion and possible action on application for open gym use of the Old Armory Building for Indoor Soccer.
 - i. **Boehm:** Indoor Soccer Group would like to utilize the Armory Gym on Sundays 4pm-8pm with the opportunity open to the public.
 Motioned by Neil Hicks to accept the application for open gym for indoor soccer submitted by Jose M Villegas. Seconded by Deb Weberpal. Aye: Chad Ahrens, Kathleen Flemming, Dan Fuller, Neil Hicks, Stephanie Hicks, Mike Kilar, and Deb Weberpal. Absent: Mike Dowden and Steve Ryan
- c. Discussion and possible action on application for open gym use of the Old Armory Building for morning basketball.
 - i. **Boehm:** Morning basketball group would like to have 5 on 5, open to all adults, twice a week (Tuesday & Thursday) mornings at 5am-7am.
 Motioned by Neil Hicks to accept the application for open gym for indoor morning basketball submitted by James Hobart. Seconded by Dan Fuller. Aye: Chad Ahrens, Kathleen Flemming, Dan Fuller, Neil Hicks, Stephanie Hicks, and Deb Weberpal. Abstain: Mike Kilar. Absent: Mike Dowden and Steve Ryan
- d. Discussion and possible action on setting April 11, 2026 as a community clean up day for Starin Park athletic fields
 - i. **Boehm:** Is excited to bring back a workday at Treytons to get ready for the 2026 season.
 Motioned by Stephanie Hicks to approve the April 11, 2026 date as a community clean up day at Treytons. Seconded by Mike Kilar. Aye: Chad Ahrens, Kathleen Flemming, Dan Fuller, Neil Hicks, Stephanie Hicks, Mike Kilar, and Deb Weberpal. Absent: Mike Dowden and Steve Ryan
- e. Discussion and possible action to recommend members to the Aquatic Center Committee to the Common Council
 Motioned by Neil Hicks to recommend Bridget Lee, Krystal deLeon, Sue Scherer, and Chuck Mills to Aquatic Center Committee. Seconded by Stephanie Hicks. Aye: Chad Ahrens, Kathleen Flemming, Dan Fuller, Neil Hicks, Stephanie Hicks, Mike Kilar, and Deb Weberpal. Absent: Mike Dowden and Steve Ryan
- f. Discussion and possible action on approval of Strategic Plan
 - i. **Boehm:** The current plan is missing an excel sheet that is still in progress.

Item was tabled for future meeting.

6. Future Agenda Items

Policies and Procedures for WAFC closures.

7. Adjournment

- a. Adjournment at 6:27

Respectfully Submitted,

Michelle Dujardin

Michelle Dujardin



Pedestrian and Bicycle Advisory Commission

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

Thursday, December 11, 2025 - 5:30 PM

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

<https://teams.microsoft.com/meet/27324450164237?p=UxvQPdomrOIUIMA9Aj>

Dial in by phone

+1 929-229-5663,,154223361# United States, New York City

Find a local number

Phone conference ID: 154 223 361#

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

Meeting called to order by Chairperson Young at 5:30pm

ROLL CALL

Present: Chairperson Young, Vice Chair Sahyun.

Absent: Board member Coleman.

APPROVAL OF AGENDA

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

Motioned by Chair Young to approve the agenda as written. Seconded by Vice Chair Young.

CONSENT AGENDA

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

1. Meeting Minutes from October 9, 2025

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

HEARING OF CITIZEN COMMENTS

No formal Commission 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 Commission discusses that particular item.

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

None

CONSIDERATIONS / DISCUSSIONS / REPORTS

2. Discussion on ordinance update for pedestrians, bicycles, e-bikes and motorized scooters.

Discussion was held and it was recommended to add to the section h, Carrying Objects, clarification about handlebars, add if equipped. Also to add the word multi use paths to section (p) Title. Further discussion was had on classification of motorcycles. It was determined to ask for clarification if that should be included in this document by the City Attorney. It was asked to get input from the Police Department to see if this document is something they can work with and if it fits all current needs and then give to City Attorney for further review.

3. Discussion on current bicycle maps and accuracy.

Motion to table by Chair Young. No second. Boehm asked what to have GIS work on for clarification. Sahyun asked for updates on what streets have bike lanes. Shared streets need to be identified. Update all street names to make sure they are all there with new roads that have been added to map 3.1.

FUTURE AGENDA ITEMS

4. Campus to Aldi's pedestrian access.
5. Aldi's to Cold Spring Road access.
6. Installation of bike lane on Tratt St. and other streets with parking restrictions.
7. Access to Kettle Moraine State Park.

ADJOURNMENT

Meeting was adjourned at 6:42pm

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.



Urban Forestry Commission

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

Monday, September 29, 2025 - 5:30 PM

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

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

1. Topic: Urban Forestry Commission
Time: Sep 29, 2025 05:30 PM Central Time (US and Canada)
Join Zoom Meeting
<https://us02web.zoom.us/j/89592911936?pwd=1wZ4pxV2jTv6NCSjH4ZooxLJnW0ObW.1>

Meeting ID: 895 9291 1936
Passcode: 004861

One tap mobile
+16469313860,,89592911936#,,,,*004861# US
+19292056099,,89592911936#,,,,*004861# US (New York)

Join instructions
https://us02web.zoom.us/join/89592911936/invitations?signature=L4hFmDvIN404KQsVa3ad6bMq7y5bOew5u_P6ryeL9GY

AGENDA

CALL TO ORDER

Called to order at 5:30pm by Chairperson Nick Alt.

ROLL CALL

Present: Chairperson Nick Alt, Board Member Sherry Stanek, Board Member Joshua Kapfer, Board Member Marjorie Stoneman, Board Member Bill Chandler, Board Member Kerry Katovich.

Absent: None

Others Present: City Staff Kevin Boehm, City Forester Andrew Beckman.

APPROVAL OF AGENDA

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and approval from the Committee to be implemented. The agenda shall be approved at each meeting even if no changes are being made at that meeting.

Motion made by Board Member Kapfer, Seconded by Board Member Stoneman to approve the agenda.

Voting Yea: Board Member Kapfer, Board Member Katovich, Board Member Stoneman, Board Member Chandler, Board Member Stanek, Chairperson Alt.

CONSENT AGENDA

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

2. Urban Forestry Commission meeting minutes from August 25, 2025

Motion made by Board Member Stoneman, Seconded by Board member Katovich to approve minutes as presented.

Voting Yea: Board Member Kapfer, Board Member Katovich, Board Member Stoneman, Board Member Chandler, Board Member Stanek, Chairperson Alt.

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.

Discussion was had with the students present about what an Urban Forest is and tree diversity by Alt, Chandler and Stanek.

TREASURER REPORT

3. Treasurers Report

Boehm gave an update on the fund balance available to the Urban Forestry Commission with a total available of \$4,722.51.

Motion made by Board Member Chandler, Seconded by Board member Katovich to approve the treasurers report as presented.

Voting Yea: Board Member Kapfer, Board Member Katovich, Board Member Stoneman, Board Member Chandler, Board Member Stanek, Chairperson Alt.

CONSIDERATIONS / DISCUSSIONS / REPORTS

4. Discussion and possible action on moving day of week for future meetings, and frequency of meetings.

Boehm asked for discussion on moving the meeting date from the last Monday of the month due to network updates held on that date every month.

Motion made by Board Member Stanek, Seconded by Board member Kapfer to change the meeting night to the fourth Tuesday of the month at 5:30pm.

Voting Nay: Board Member Kapfer, Board Member Katovich, Board Member Stoneman, Board Member Chandler, Board Member Stanek, Chairperson Alt. Motion Failed

Motion made by Board Member Chandler, Seconded by Board member Stanek to change the meeting night to the first Monday of the month at 5:30pm quarterly or as needed.

Voting Aye: Board Member Kapfer, Board Member Katovich, Board Member Stoneman, Board Member Chandler, Board Member Stanek, Chairperson Alt. Motion passed.

Further discussion was had on frequency of meetings moving forward. It was decided to have meetings in February, May, August and November or as needed.

5. Discussion and possible action on an education piece for the Whitewater Banner why the Bradford pear should not be used in plantings and the environmental impact of planting them.

Alt gave a brief explanation to the students present. Kapfer gave information that the student he reached out did not respond. He will follow up.

6. Discussion and possible action on education session at the Arboretum.

No action has been taken since the last meeting. Alt and Stanek to follow up.

7. Discussion and possible action on funding ideas for the Arboretum.

No action has been taken since the last meeting. Stanek will look into grants. Fundraising will be used for signage, tree ID.

8. Discussion and possible action on what to do with wood from Territorial Oak.

Stanek will continue to work with Russ Walton.

BIRD CITY

9. Update on Bird City.

Chandler gave an update on Swift Night Out and the overall success of the event. Saturday August 29th will be the night in 2026 starting at 7pm. He gave an update of the Lake Geneva event. Fellow Mortals of Lake Geneva will be solicited to attend the event and give a wildlife presentation for \$100.00, the school district has been notified of the event and an indoor location at the school has been requested. Chandler and Stanek worked with Boehm to update the Urban Forestry pages on the City Website.

FUTURE AGENDA ITEMS

- Potential Bird of the Year contest.

ADJOURNMENT

Meeting was adjourned at 6:28pm.

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.



Urban Forestry Commission Meeting

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

Monday, February 02, 2026 - 5:30 PM

MINUTES

CALL TO ORDER

Meeting called to order at 5:30 p.m.

ROLL CALL

PRESENT

Board Member Sherry Stanek
Board Member Marjorie Stoneman
Chairperson Nicholas Alt
Board Member Kerry Katovich
Board Member Bill Chandler

ABSENT

Board Member Joshua Kapfer

STAFF

Andrew Beckman, Arborist
Llana Dostie
Brad Marquardt, Director of Public Works

APPROVAL OF AGENDA

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

Motion made by Board Member Stanek, Seconded by Board Member Stoneman.

Voting Yea: Board Member Stanek, Board Member Stoneman, Chairperson Alt, Board Member Katovich, Board Member Chandler

CONSENT AGENDA

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

1. Urban Forestry Commission meeting minutes from September 29, 2025.

Motion made by Board Member Stanek, Seconded by Board Member Chandler.

Voting Yea: Board Member Stanek, Board Member Stoneman, Chairperson Alt, Board Member Katovich, Board Member Chandler

CONSIDERATIONS / DISCUSSIONS / REPORTS

2. Discussion on tree health concerns along Jefferson Street and justification for planned removals.

Andrew Beckman, Arborist stated that most of the trees will be removed. There will 7 trees that will be spaded and moved to the dog park. Most are Norway maples. There is rot in a lot of the trees.

Nick asked if the street is getting higher?

Beckman confirmed that.

Nick stated that most of the trees are not native.

Beckman is going to plant what belongs there.

Nick asked about if Beckman had a chance to put the electric underground?

Beckman stated that it would costly.

Margie asked if the city would be providing a letter to the owners that that the trees are coming down.

Marquardt stated that information was included in the informational letter and will be included in the letter closer to the start of the project.

3. Discussion and possible action on Whitewater Unified School District landscape plan for the Whitewater High School improvement project.

Stanek stated that none of the plantings are native plants. Boxwood is temperamental in our environment.

Beckman stated he thinks they are trying to not get a bunch of seeds cooking in the location which is why they are going with the espresso coffee trees. There are a lot of batches of all the same stuff. Beckman stated that the board members need to get him their suggestions by end of day of Thursday.

Motion that we approve the landscape plan for the high school with alterations and recommendations made by UFS members to the City Forester

Motion made by Board Member Stanek, Seconded by Board Member Stoneman.

Voting Yea: Board Member Stanek, Board Member Stoneman, Chairperson Alt, Board Member Katovich, Board Member Chandler

4. Discussion and possible action on Whitewater Unified School District landscape plan for the Whitewater Middle School improvement project.

Alt stated there are only three plant selections.

Stanek stated that there are a lot of them.

Dostie provided a background, that we requested that they provide a plant buffer between the bus exit and the house on W. Highland.

Beckman stated that Colorado spruce should include northern white. A narrow type of tree.

Stanek stated she would like a buffer by the drive for the house on S. Elizabeth.

Motion that we approve the middle school landscape plan with the conditions that the school district create a suitable buffer that the City Forester can approve at both ends of the bus lane so on S. Elizabeth Street and on W. Highland with recommended native trees from UFC and City Forester.

Motion made by Board Member Stanek, Seconded by Board Member Stoneman.

Voting Yea: Board Member Stanek, Board Member Stoneman, Chairperson Alt, Board Member Katovich, Board Member Chandler

5. Discussion and possible action on an education piece for the Whitewater Banner why the Bradford Pear tree should not be used in plantings and the environmental impact of planting them.

Kerry stated he thought that Josh had arranged for an environmental studies student.

Nick asked if we needed the author's permission?

Stanek stated we should ask the student if they want credit.

Motion to have Sherry submit to the Banner once we have found out if the student wants credit along with photo.

Motion made by Board Member Stoneman, Seconded by Chairperson Alt.

Voting Yea: Board Member Stanek, Board Member Stoneman, Chairperson Alt, Board Member Katovich, Board Member Chandler

6. Discussion and possible action on an education session at the Arboretum in 2026.

Stanek stated that she has talked to Jim Neis he is willing to do it again as long we work with him. He doesn't want to do it alone.

Alt asked if there was a date in mind?

Stanek confirmed that there is not date in mind.

Alt wanted confirmation about no date currently.

Stanek stated that there is so much going on during the tree sale we would likely want to do that later.

Stoneman asked when the tree sale is.

Stanek confirmed end of April.

7. Discussion on Whitewater Community Foundation grant award and potential signage to purchase with the funds.

Stanek stated the foundation awarded us \$1,000. Jay has contacted a number of times since Sherry and Jay were unable meet he was are are going to mail the check. Sherry will check with Kevin when he gets back about the check.

Beckman stated the sign is put into concrete and placed in at ground level.

Stoneman asked who would be deciding about what is on the sign.

Stanek stated that there would be a sub committee.

Stoneman asked if we can get a pictures once the signs get put in.

Motion to do the photo op after the signs up with community foundation.

Motion made by Board Member Stoneman, Seconded by Board Member Chandler.

Voting Yea: Board Member Stanek, Board Member Stoneman, Chairperson Alt, Board Member Katovich, Board Member Chandler

8. Discussion on what to do with the wood from the Territorial Oak.

Stanek stated that the wood is aging. It is has been cut and clamped and drying.

Alt asked if Russ was going to the library bench?

Stanek stated we already voted on it.

Stoneman asked who is paying for this.

Stanek stated that there has not been any payment demands given. Russ wants to have lasting pieces.

Alt asked is it on here because we need to figure out what to do with the tree that wasn't taken by Russ.

Dostie explained that was her understanding.

Beckman stated he thought Russ was taking it all. But it is still there.

Stanek stated she will ask Russ will take it all and found out from Andy what is left.

9. Discussion and possible action on a spring clean up day at the Arboretum.

Alt stated that today is last day on Urban Forestry. Not doing justice to the spot. Will be sending out email. Can still help with the tree sale but that will be his last commitment.

Stanek stated she will appreciate it if he will do the sale in conjunction with Urban Forestry.

If there is not other action than his suggestion this item can be removed.

No action taken

10. Discussion and possible action on installation of Monarch Waystation sign at Clay Street Nature Park.

Stanek stated that Richard Anberg has been taking care of the beds. The city had to do some work there this summer. Thinks that it would be helpful so that people know what the bed is there. The sign from Monarch watch is \$25.00

Beckman stated that yes it can go in the bed.

Stanek stated only a sign where the milkweed is going.

Alt asked if Stanek if this is on here because we need to spend money.

Motion to spend \$25.00 to order a monarch way station sign for Clay Street Nature Park.

Motion made by Board Member Stanek, Seconded by Board Member Chandler.
Voting Yea: Board Member Stanek, Board Member Stoneman, Chairperson Alt, Board Member Katovich, Board Member Chandler

BIRD CITY

Chandler provide his notes for Bird City to be added to the minutes.

Stanek stated that Bird City renewal for March 15, 2026.

11. Discussion and possible action on contracting Fellow Mortals to conduct an educational program at the 2026 Swift Night Out for \$100.00.

Motion to mail \$100.00 to Fellow Mortals to make a presentation at Swift night out, August 29.

Motion made by Board Member Chandler, Seconded by Board Member Stanek.
Voting Yea: Board Member Stanek, Board Member Stoneman, Chairperson Alt, Board Member Katovich, Board Member Chandler

12. Discussion on Bird of the Year Contest.

Stanek stated defer this to next meeting.

FUTURE AGENDA ITEMS

Signage for Arboritum

Territorial Oak for wood not taken by Russell

New Chairperson

Yard of Year (native slate) with a monetary prize

Bird of the Year Contest

ADJOURNMENT

Meeting adjourned at 6:35 p.m.

Motion made by Board Member Katovich, Seconded by Board Member Chandler.
Voting Yea: Board Member Stanek, Board Member Stoneman, Chairperson Alt, Board Member Katovich, Board Member Chandler

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.

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DRAFT

For the Birds

Urban Forestry February 2, 2026

Action Item. Update the Bird City webpage by adding the live cam of the bird feeding station and the video of the Swift dive into the MS chimney.

The Purple Martin annual membership is renewed. The quarterly PMA magazine will be shared with landlords of city-owned Martin houses.

Welcome to new Whitewater Purple Martin landlord - Carol McCormick. She will be included in the communication loop of Martin lovers.

The Whitewater Swift Night Out date is listed in the Wis. DNR website.

\$50 was paid to Fellow Mortals Wildlife Hospital in Lake Geneva to present wildlife at Swift Night Out.

The Urban Forestry Commission is requested to again table at the SNO, the International Children's Day, and the Third Annual Unity Walk at the Armory at 10a-noon on Saturday July 18.

The Swift Night Out will be held on Saturday, August 29. It will commence at 7pm in the Whitewater Middle School cafeteria with a 15-minute presentation of wildlife by the Fellow Mortals Wildlife Hospital from Lake Geneva and presentations by experts TBD from the Whitewater Urban Forestry Commission. At 7:30 the featured performers will start diving by the hundreds into the Whitewater MS chimney.

Reason for inside location.

The inside location will be easier on wildlife away from the lights and generator of the food truck and audience chatter. The cafeteria has probable access to electricity if needed and seating for the audience. Also, the inside audience will be quieter, and it will be easier for them to see the wildlife. Most importantly, because the audience can use umbrellas outside for 15-20 minutes to view the dive, the Swift Night Out will not be cancelled due to rain.

Suggestions are now requested from UFC to fill the remaining 15-minute time slot

Possible presenters: Kerry Katovich and Joshua Kapfer, wildlife experts from UWW, Nick Alt and/or Jim Nies Why Diversity in Nature, Sherry Stanek thank you to Whitewater Community Foundation for signage in Starin Park Arboretum and Overview of UFC, Impact of AI data centers, Benefits of solar and wind, other possible presenters?



City Council Agenda Item

Meeting Date:	April 21, 2026
Agenda Item:	Purchase approval for Digital Sign
Staff Contact (name, email, phone):	Kevin Boehm, kboehm@whitewater-wi.gov , 262-473-0122

BACKGROUND

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

The purchase of a digital electronic sign for Flat Iron Park was approved in the 2026/2027 Capital Improvement Budget. Staff obtained three (3) quotes to ensure competitive pricing, and the sign has been purchased and is currently in production.

Quotes received:

- Blink Signs – \$54,763.12
- Mega LED Technology – \$59,991.00
- Michaels Signs – \$57,350.00

Staff selected Michaels Signs not as the lowest-cost option, but because their design was the only proposal that could effectively replicate the brick aesthetic of the historic White Memorial Building, which was a key project objective.

Following initial selection, staff received a \$50,000 donation from Discover Whitewater with the agreement that their logo would be incorporated into the sign design. This required a redesign and increase in the overall size of the sign to properly accommodate the additional branding. As a result, the total project cost increased from \$57,350.00 to \$69,850.00. The project remains supported by the \$60,000 Capital Improvement Budget allocation along with the private donation.

Procurement Policy Deviation

After initiating the purchase, staff identified that the total exceeds \$50,001 and should have followed the formal noticing and sealed bid process under the current procurement policy. Staff inadvertently followed a previous version of the policy.

Corrective Action

Staff have reviewed the current policy and implemented measures to ensure full compliance moving forward.

Request for Council Action

Staff respectfully requests that the City Council:

1. Approve the purchase of the digital electronic sign for Flat Iron Park on a retroactive basis.
2. Accept the quotes obtained as the basis for the procurement.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

Purchase was part of LED Electronic Sign capital expenditures approved by City Council during the 2026/2027 budgeting process.

FINANCIAL IMPACT

(If none, state N/A)

The total cost of \$69,850 minus the \$50,000 donation creates a balance of \$19,850 which will be funded through the LED Electronic Sign Capital Expenditures budget, which has an approved 2026/2027 allocation of \$60,000.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the purchase of the electronic sign from Michael's Signs, on a retroactive basis and accept the vendor quotes as presented, recognizing that competitive pricing was obtained and the project was previously approved in the 2026/2027 Capital Improvement Budget.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

Blink Signs
Mega LED Technology
Michael's Signs

P.O. Box 085179
Racine, WI 53408-5179



Phone 262-554-6066
Fax 262-554-0574

October 21, 2025

City of Whitewater
312 W. Whitewater Street
Whitewater, WI. 53190
RE: Electronic / Digital Video Sign REVISED
Attn: City Clerk, Kevin Boehm

Good Afternoon,

We are Michael's Signs Inc of Racine Wisconsin. We've been a family owned and operated company since 1948. We design, manufacture, install and service all our products from within. We take pride in the ability to handle this type of project all in house. We have provided this type of signage for a number projects over the years with most recent projects coming from Milwaukee Public School system, Gateway Technical College, St Patrick's Catholic Church, to name a few.

Milwaukee Public School System: For this project we provided Ninety-four (94) single and double sided signs with Watchfire displays and masonry bases similar to what we have bid here. The project took place of a 18 month calendar. We were responsible, for design, permitting, all fabrication (bases included) and installation of signs for different schools within the district. Project Size: \$2.1 Million

Gateway Technical College: All campuses were upgraded to new 10 MM full color displays to replace an older version 19 MM red unit. This project covered five (5) campuses and retro fitting them to the existing monument signage. All units were WatchFire brand. Project Size: \$ 235,000

St Paul's Catholic Church – Whitewater: We stumbled into this project when a contractor they hired could not perform the work as outlined. We stepped in and provided a new fresh design which included a concrete pad, masonry base, a 10 MM WatchFire display and an illuminated sign. this project is on Main Street Whitewater, if you'd like to stop by and take a closer look. Project Size: \$60,000

For your project we have provided two options for your entrance feature. The two designs are quite different one is a non-illuminated masonry veneer base with the watchfire display attached. The second is a fully illuminated sign, with masonry veneer base, along with the watchfire display. The reason for the two options is to allow you to see two approaches. For this project we will provide all concrete footings and steel uprights. Concrete pads for the sign bases and all masonry base with a brick veneer, color to be approved once the project is awarded. I understand this to be some what of design contest as well, thus the two ideas. Please understand these designs can be adjusted and we look forward to your input to attain a final design if you'd like to make some changes. I feel the 3' x 7' display is more than enough for this application, we have priced out both sizes..

WatchFire offers a site DEMO of their displays and I urge the City to take advantage of this service prior to making a final decision regarding the size and resolution of the display.

All of our signage comes with a five (5)year warranty against defect. Watchfire warranty matches that same warranty. I'd like to offer a facility tour at Michael's Signs Inc. to see our shop and projects we have in progress.

Once a final design with finished sizes and display is agreed upon, a formal proposal will be provided for review and submittal.

Description as follows:

All signs installed will have concrete footings with steel uprights

Sign would be single sided

All signage will carry a U.L. label as required by NEC

All colors and finishes will be able to be reviewed and changed as the design process gets finalized.

Watchfire unit to be 10MM resolution, 8MM cost options are at the end of the proposal

WatchFire as a product: WatchFire will provide any needed support for programming throughout the life of the sign. This sign will have it's own IP address and will there for be able to programmed off site of the sign.

Power requirements per sign

Design "A"	10MM	25 amps	8MM	30 amps
Design "B"	10MM	30 amps	8MM	35 amps

Design "A"

This sign would be a full masonry monument with the display mounted to the face of the base. The Whitewater logo would be a ¼" aluminum plate cut out with first surface graphics to match the Whitewater logo as provided. That logo portion would be install with studs that would be epoxied into the masonry base.

Sign with a 3' x 7'	Complete and installed	\$ 29,750.00
Sign with a 4' x 8'	Complete and installed	\$ 36,350.00

OPTION : Doubled Sided

Sign with a 3' x 7'	Complete and installed	\$ 44,750.00
Sign with a 4' x 8'	Complete and installed	\$ 54,350.00

Design "B"

This sign would have a partial masonry base with the sign and display installed above the base. The sign would be fabricated with an aluminum face and inner structure. The copy and logo area would be routed our of the aluminum face with plexiglas backup. All surfaces will have a Matthews polyurethane finish. Exact colors to be determined.

Sign with a 3' x 7'	Complete and installed	\$ 31,650.00
Sign with a 4' x 8'	Complete and installed	\$ 39,370.00

OPTION : Doubled Sided

Sign with a 3' x 7'	Complete and installed	\$ 46,750.00
Sign with a 4' x 8'	Complete and installed	\$ 57,350.00

Additional cost to go for 8MM resolution

Add to each price above 3' x 7' Plus \$ 4,700.00
Option : Double Sided \$ 7,900.00

Add to each price above 4' x 8' Plus \$ 4,200.00
Option : Double Sided \$ 7,500.00

Project Timeline: Once Michael's Sign has been chosen for this project, we'd set up a onsite DEMO with WatchFire, review and adjust the design to the desired color and size display. Once the size of the display has been chosen, we would get the order into WatchFire. They can run 6-8 weeks for delivery, though they just delivered a 4' x 8' unit to us in four (4) weeks. I am assuming the permitting will be taken care of by the City. Once design intent has been approved and a deposit has been received, the entire project should take 6- 8 weeks. This schedule can vary with weather.

Above pricing does NOT include the following: State and local taxes, electrical power supply to sign area, any permits required for this project.

Thank You for the opportunity to provide our designs and pricing schedule. I will be the direct contact for this project moving forward.

**Respectfully Submitted
Michael's Signs Inc.**

**Stephen J. Prochaska
President**

Design Manufacturing Erecting Servicing Neon



Cover Page

Request for Proposals

Electronic Sign

Prepared For: Kevin Boehm
City of Whitewater
312 W. Whitewater St.
Whitewater, WI 53190

Firm Name: Mega LED Technology
Address: 2601 Pinewood Dr
Grand Prairie, TX 75051
Contact: Steve Klein
Email: Bids@megasigninc.com
Phone: 1-888-315-7446 x 131
Organization Type: S-Corp
Company Size: 40
Founded: 2007

<u>Page</u>	<u>Title</u>
1	Section 1 - Proposal Overview
2	Section 2 - 6mm Pixel Pitch recommendation
3-4	Section 3 - Design Rendering
5-7	Section 4 - Past Performance/References
8-15	Section 5 - Quote Documents

Section 1

Proposal Overview



About Us

Founded in 2007, we have been manufacturing and installing digital display sign solutions nationwide to serve the needs of various public and private organizations. We offer a 5 year parts warranty, Lifetime Software training and are including an on-site service warranty.

Project Timeline

75 days to completion upon award

Proposal Requirements

Proposal includes all requirements per bid specifications;

-Manufacture, installation and setup of double sided customized marquee sign at specified location. Includes Cloud software and 4G Modem w/ Lifetime Data.

-Base bid Digital Display size 4'6" x 8'8", 6mm Pixel Pitch

-Option 2 Digital Display size 3'5" x 7'7", 6mm Pixel Pitch, ID portion and Base adjusted to match

-Please see quote section and design on following pages for precise dimensions of all sign components

Warranty

10 Year Parts Availability Guarantee

5 Year Hassle free Parts Coverage

Lifetime Software Training

5 Year On-site Labor and Workmanship Warranty

Total Bid Amount: \$59,991.00

Option 2 Bid Amount: \$51,660.64

Section 2

Pixel Pitch



Considering viewing distance may be closer than 25ft by pedestrians, we recommend 6mm pixel pitch. Please see the image below comparing picture clarity between 16mm, 8mm, and 6mm from a 50ft and 20ft distance. (Bottom row is 20ft))

MEGA LED TECHNOLOGY

Outdoor LED Display Pitch Comparison
<3x7 Module Matrix / 50ft Distance View>

6MM PITCH	8MM PITCH	16MM PITCH
3 IN 1 SMD TYPE HD FULL COLOR 120 x 280 PIXEL	3 IN 1 SMD TYPE HD FULL COLOR 108 X 252 PIXEL	DIP TYPE HD FULL COLOR 60 X 140 PIXEL

MEGA LED TECHNOLOGY 2601 Pinewood Dr, Grand Prairie, TX 75051 Tel : +1.213.746.7445 Toll Free : +1.888.315.7446 www.MEGASIGN INC.com



City of
WHITEWATER
Parks & Recreation

Welcome!
**ENJOY
YOUR VISIT**

nurur
Sædrsnururdi - 1-2
Thursdays - 11:30am -
June 20, 27

The **Omega** Series

HYBRID OUTDOOR LED MONUMENT

PRODUCTION RENDERING

OMEGA ID39-MP6-48-SMD-DF
(36" BASE HEIGHT)

SCALE: 3/8" = 1'
WHEN PRINTING, SET PAGE SCALING TO "NONE".

<Monument Type>
Double Faced ↔



3'-0" (H) X 8' 8-1/4" (W)
LED BACKLIT ID SIGN BOX

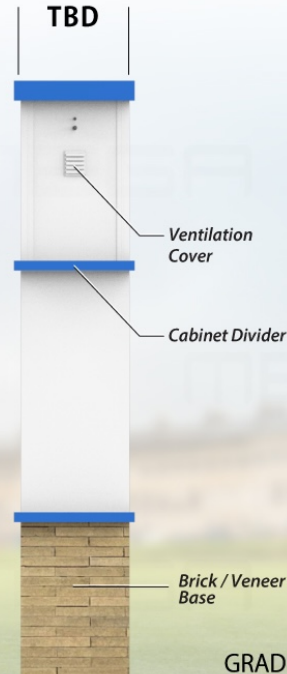
4' 5-7/8" (H) X 8' 8-1/4" (W)
6MM PITCH OUTDOOR LED SIGNAGE



3'-0" (H) X 8' 8-1/4" (W)
VENEER / BRICK BASE



<Front View>

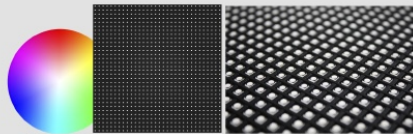


<Side View>



<ISO View>

- TOP REVEAL / DIVIDER COLOR**
: RAL 5015 - SKY BLUE
- CABINET SURFACE COLOR**
: WHITE
- BASE MONUMENT MATERIAL**
: MATCH EXISTING STRUCTURES



6mm Pitch, Full Color LED
50.375" x 100.75" Display Dimension
192 x 384 Pixel Dimension
4G LTE Modem Data Input
Max. 24 Row Text / HD Image / Video Contents Available

NOTE: All Copy is initially checked by MEGA SIGN INC. Final proofreading and corrections are the sole responsibility of the client. Subsequent revision for typographical error will be done at clients expense. Colors depicted here are for representation only. Actual color samples can be obtained from your sales representative upon request. All dimensions are approximate.



CLIENT NAME	MODEL NUMBER	FT / IN UNIT	SALES CONSULTANT
INSTALL ADDRESS			
DESCRIPTION			APPROVED BY

ARTIST : PHILIP K.
PG 1 OF 1

TOLL FREE : 888.315.7446
www.MEGASIGNINC.com

UNDER ARTICLE 27 OF THE JOINT ETHICS COMMITTEE CODE OF FAIR PRACTICE FOR THE GRAPHIC ARTIST COMMUNICATIONS INDUSTRY: Examples of an artist's work furnished to a representative or submitted to a prospective buyer shall remain the property of the artist, should not be duplicated without the artist's authorization, and shall be returned promptly to the artist in good condition if required. Any Violation of this code shall be punished to the full extent of the law. Dimensions subject to change due to detailed design considerations. Mega Sign Inc. will endeavor to closely match colors, including PMS colors where specified. We cannot guarantee exact matches due to varying compatibility of surface materials, vinyl and paints used. Mega Sign Inc. is not responsible for typographical errors.

Entity :

Cloud County Community College

Scope :

Build/Install 50ft tall sign with
16 x16ft 10mm Pitch
Outdoor LED Display

Concordia, Kansas



US Gov - Local / State / Federal

Project Details

Contract# N/A (direct purchase)

Contact Caesar Wood

Email caesar.wood@cloud.edu

Phone (800) 729-5101 x 204

Installed Q4 2024

Approx. Project Value \$300,000



The Stories

A recent project involved installing a striking 50-foot LED sign for Cloud County Community College, prominently visible from the freeway.

Its vibrant bold design has already drawn enthusiastic praise from students and neighbors for its striking look. Passing motorists also admire its presence. This installation reflects a commitment to excellence.

Entity :

Pharr San Juan Alamo ISD

Scope :

Build/Install 22 Dual-Sided
customized marquees with
10mm Full Color Displays

San Antonio, Texas

US Gov - Local / State / Federal

Project Details

Contract# Bid 21-22-028

Contact Gerardo Lopez

Email gerardo.lopez@psjaisd.us

Phone (956) 354-2075

Installed Q3 2022

Approx. Project Value \$500,000



The Stories

We installed 22 majestic outdoor signs for Pharr-San Juan-Alamo Independent School District, All with a unified, eye-catching design. Both students and faculty are thrilled with these impressive additions, proudly enhancing campus spirit.

We are grateful and honored to have completed every install safely and successfully.

Entity :
**Hurlburt Field
Air Force Base**

Scope :
Remove/Install 2 double-sided
marquees with 10mm
6.5' x 13' LED displays



US Gov - Local / State / Federal

Project Details

Contract# FA441719Q0190

Contact (1 SOCONS) Lt. Allegra Harris

Email Allegra.Harris@us.af.mil

Phone (850) 884-1260

Installed Q4 2019

Approx. Project Value \$140,000



The Stories

We had the honor of upgrading an old sign for Hurlburt Field Air Force Base with a new LED message board.

This unique sign features a distinctive V-shape, making it a striking visual landmark. We are immensely proud of this project, and the feedback from the Air Force Base has been exceptionally positive, reflecting their complete satisfaction with our work.

QUOTE

2707169000191223069
Oct 2, 2025 03:00 PM

Prepared For

City of Whitewater
Kevin Boehm
(262) 473-0122
kboehm@whitewater-wi.gov

Ship To

City of Whitewater
402 W Main St
Whitewater
WI
53190

Project Name

Base Bid - OmegaID-39-MP6-48-SMD-DF - Omegabase-39 -

Amount

VENEER

Quote Valid For

\$ 59,991.00

Sales Person

60 Days
Steve Klein
888-315-7446 x131
steve@megasigninc.com

Product Details	Quantity
<p>OmegaID-39-DF-STD 3' x 9' Omega LED Backlit Identification Cabinet - Double Face</p> <p>The Omega Identification is designed to eliminate the costs associated with bloated and inefficient supply chains and pass the savings direct to client. All Aluminum cabinet construction with powered coated to withstand extreme weather conditions, UV coated Lexan, efficient LED lighting, temperature-controlled cabinet, and finally, pair it with available LED sign sizes. Omega Series offer amazing quality products at great prices.</p>	<p>1</p>

MP6-48-SMD Premier Full Color LED Display 6mm 4' 5-7/8" x 8' 8-1/4" Pixel Matrix 192x384

2

Premier Series outdoor LED displays feature rugged Line-X coated all aluminum cabinets made right here in the USA. Toll Free Lifetime Diagnostics Support and 5 Year Parts & Factory Labor Warranty, Ultra wide viewing angle LEDs on our IP65 Rated front and back water proof modules, Front Serviceable cabinets, Universally Sized Modules to allow easy future upgradability, Conformal Coated Delta Power Supplies, Oversized 12" Deep Cooling Fan Hoods to keep water out of displays, Energy Efficient, Operating temperature -22F to 140F. MET Labs Certified and tested compliant with UL48, UL8750, UL1433

Display Specification

Series: Premier

Total Dimension (ft): 4' 5-7/8" x 8' 8-1/4"

Active Viewing Area (ft): 4' 2-3/8" x 8' 4-3/4"

Pixel Pitch: 6mm

Color Capability: 281 Trillion Colors

Pixel Matrix: 192x384

Pixel Configuration: All-in-one SMD 1 Red / 1 Green / 1 Blue

Brightness: 8,000 NITS

Viewing Angle: 170 Degree Horizontal / 160V Degree Vertical

Minumum Character Height: 2 inch

Maximum Character Height: 49 inch

Maximum Lines: 24

Estimated Weight: 393.216 lbs

Maintenance: Front Service

Electrical Requirement Per Face

Regular Operating Watts: 885

Maximum Boot-up Watts: 2949

Max Amps @120V: 24.6

Max Amps @240V: 12.3

Estimated Monthly Electricity Cost: \$53

*Estimated @ Operating 18hrs / Day @ \$.11/kWH

Mega Connect Mount System - OMEGA (per vertical ft)

4

Steel Support Structure made of 4" x 4" x 1/4" Square Steel Tubing with 5/8" thick Mounting Plates on top and bottom. Primed and Painted to match.

Omega Base 39

1

Sign Base Structure constructed with square steel tubing, steel mounting plates, and aluminum skinning. Powder Coated to withstand extreme weather conditions. Colors and Dimensions to match the sign rendering. Vents installed if needed for LED Display ventilation. *Stamped engineering drawing available upon request- additional charges apply

LTE Modem with LifeTime Data

1

Industrial LTE Modem with lifetime data during the life of the sign. 4G LTE Data from Verizon or ATT.

Mega Cloud Software

1

MEGA Cloud is a true cloud-based LED Sign software, and there is no software to install. Access Your Digital Signage from any Internet-Connected Device (PC, Mac, or Mobile). No Worries with Automatic Updates and Easy Access! Our service resides on the internet, or “in the cloud.” This allows clients to securely login from any PC, Mac, or mobile device connected to the internet to operate their display. Updates to the system are fully automatic and new features are available immediately. Your Content is Safe and Secure. All content and schedules are securely stored in the client's online library and backed up daily to make sure they have access to their content 24/7. Easy User Management with a Multi-User Permission-based System. Clients have complete control over their display network. For example, a master account user can assign multiple people to make graphic requests, but restrict access to manage the display schedule or other features.

MEGA Cloud offers a wide set of powerful features designed to empower professional digital signage. With thousands of customers all around the world, we have everything you need to take your signage operation to the next level.

Auto Dimming Sensor

1

Auto dimming sensor will automatically adjust the LED Display brightness based on ambient light.

SOW - Installation - Sign

1

Installation of the new sign.

SOW - Permit Procurement

1

Acquire the necessary permit for the installation of the sign, this includes creation of a site plan if necessary. Stamped Engineering Drawing will be provided.

Identification - Masonry - Brick Faux Stone (per Sq Ft)

1

Brick Faux Stone monument base added to Omega Base.

Shipping - Freight

1

Freight Charge - Only covers basic delivery with no extra services. Carrier will call to schedule time frame for delivery. Extra fees will be billed if any of these services are requested, or conditions exist before or during delivery: Residential, Limited Access, Inside Delivery (carrying product into building), Lift Gate, or Re-Delivery (2nd attempt). Lift Gate not available for shipment over 90". Any shipment that exceeds 90", client is required to unload the crate from the freight truck.

10 Year Parts Availability Guarantee

1

Mega LED Technology guarantees to keep all parts for the above Premier LED display in stock and made available to the customer.

5 Years of parts + Onsite labor warranty

1

LifeTime Software Training

1

Mega LED provides not only video tutorials and written directions for software operation, but for the LifeTime of your sign, we will provide one-on-one personal training for you and your staff via a desktop share...FREE!

Parts Cache

1

Spare modules, power supplies

Sub Total	\$ 59,991.00
Sales Tax	\$ 0.00
Grand Total	\$ 59,991.00

Terms & Conditions

This Agreement is expressly limited to the acceptance by the Buyer of the exact listed terms and Buyer acknowledges that discussions and negotiations have occurred leading up to this agreement. Furthermore, neither party hereafter will rely on any oral representations made outside of the stated terms of this Agreement, which includes the "Standard Terms and Conditions" link below. Applicable sales tax in the State of Texas; will be accessed at the time of billing and may not be represented on this quotation. If you are a tax exempt entity, please provide proof so you are not charged tax in error. <https://www.megasigninc.com/docs/termsandsales.pdf>

To complete the order sign here, initial previous pages, and return all signed and initial pages.

Printed Name: _____
 Signature: _____
 Date: _____

QUOTE

2707169000192525021
Oct 17, 2025 09:15 AM

Prepared For

City of Whitewater
Kevin Boehm
(262) 473-0122
kboehm@whitewater-wi.gov

Ship To

City of Whitewater
402 W Main St
Whitewater
WI
53190

Project Name

Option 2 - OmegaID-38-MP6-37-SMD-DF - Omegabase-38 - VENEER

Amount

\$ 51,660.64

Quote Valid For

60 Days

Sales Person

Steve Klein
888-315-7446 x131
steve@megasigninc.com

Product Details	Quantity
<p>OmegaID-38-DF-STD 3' x 8' Omega LED Backlit Identification Cabinet - Double Face</p> <p>The Omega Identification is designed to eliminate the costs associated with bloated and inefficient supply chains and pass the savings direct to client. All Aluminum cabinet construction with powered coated to withstand extreme weather conditions, UV coated Lexan, efficient LED lighting, temperature-controlled cabinet, and finally, pair it with available LED sign sizes. Omega Series offer amazing quality products at great prices.</p>	<p>1</p>

MP6-37-SMD Premier Full Color LED Display 6mm 3' 3-3/4" x 7' 6-1/4" Pixel Matrix 144x336

2

Premier Series outdoor LED displays feature rugged Line-X coated all aluminum cabinets made right here in the USA. Toll Free Lifetime Diagnostics Support and 5 Year Parts & Factory Labor Warranty, Ultra wide viewing angle LEDs on our IP65 Rated front and back water proof modules, Front Serviceable cabinets, Universally Sized Modules to allow easy future upgradability, Conformal Coated Delta Power Supplies, Oversized 12" Deep Cooling Fan Hoods to keep water out of displays, Energy Efficient, Operating temperature -22F to 140F. MET Labs Certified and tested compliant with UL48, UL8750, UL1433

Display Specification

Series: Premier

Total Dimension (ft): 3' 3-3/4" x 7' 6-1/4"

Active Viewing Area (ft): 3' 1-3/4" x 7' 4-1/4"

Pixel Pitch: 6mm

Color Capability: 281 Trillion Colors

Pixel Matrix: 144x336

Pixel Configuration: All-in-one SMD 1 Red / 1 Green / 1 Blue

Brightness: 8,000 NITS

Viewing Angle: 170 Degree Horizontal / 160V Degree Vertical

Minimum Character Height: 2 inch

Maximum Character Height: 37 inch

Maximum Lines: 18

Estimated Weight: 258.048 lbs

Maintenance: Front Service

Electrical Requirement Per Face

Regular Operating Watts: 581

Maximum Boot-up Watts: 1935

Max Amps @120V: 16.1

Max Amps @240V: 8.1

Estimated Monthly Electricity Cost: \$34

*Estimated @ Operating 18hrs / Day @ \$.11/kWH

Mega Connect Mount System - OMEGA (per vertical ft)

3

Steel Support Structure made of 4" x 4" x 1/4" Square Steel Tubing with 5/8" thick Mounting Plates on top and bottom. Primed and Painted to match.

Omega Base 38

1

Sign Base Structure constructed with square steel tubing, steel mounting plates, and aluminum skinning. Powder Coated to withstand extreme weather conditions. Colors and Dimensions to match the sign rendering. Vents installed if needed for LED Display ventilation. *Stamped engineering drawing available upon request- additional charges apply

LTE Modem with LifeTime Data

1

Industrial LTE Modem with lifetime data during the life of the sign. 4G LTE Data from Verizon or ATT.

Mega Cloud Software

1

MEGA Cloud is a true cloud-based LED Sign software, and there is no software to install. Access Your Digital Signage from any Internet-Connected Device (PC, Mac, or Mobile). No Worries with Automatic Updates and Easy Access! Our service resides on the internet, or "in the cloud." This allows clients to securely login from any PC, Mac, or mobile device connected to the internet to operate their display. Updates to the system are fully automatic and new features are available immediately. Your Content is Safe and Secure. All content and schedules are securely stored in the client's online library and backed up daily to make sure they have access to their content 24/7. Easy User Management with a Multi-User Permission-based System. Clients have complete control over their display network. For example, a master account user can assign multiple people to make graphic requests, but restrict access to manage the display schedule or other features.

MEGA Cloud offers a wide set of powerful features designed to empower professional digital signage. With thousands of customers all around the world, we have everything you need to take your signage operation to the next level.

Auto Dimming Sensor

1

Auto dimming sensor will automatically adjust the LED Display brightness based on ambient light.

SOW - Installation - Sign

1

Installation of the new sign.

SOW - Permit Procurement

1

Acquire the necessary permit for the installation of the sign, this includes creation of a site plan if necessary. Stamped Engineering Drawing will be provided.

Identification - Masonry - Brick Faux Stone (per Sq Ft)

1

Brick Faux Stone monument base added to Omega Base.

Shipping - Freight

1

Freight Charge - Only covers basic delivery with no extra services.

Carrier will call to schedule time frame for delivery. Extra fees will be billed if any of these services are requested, or conditions exist before or during delivery: Residential, Limited Access, Inside Delivery (carrying product into building), Lift Gate, or Re-Delivery (2nd attempt). Lift Gate not available for shipment over 90". Any shipment that exceeds 90", client is required to unload the crate from the freight truck.

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1

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5 Years of parts + Onsite labor warranty

1

LifeTime Software Training

1

Mega LED provides not only video tutorials and written directions for software operation, but for the LifeTime of your sign, we will provide one-on-one personal training for you and your staff via a desktop share...FREE!

Parts Cache

1

Spare modules, power supplies

Sub Total	\$ 51,660.64
Sales Tax	\$ 0.00
Grand Total	\$ 51,660.64

Terms & Conditions

This Agreement is expressly limited to the acceptance by the Buyer of the exact listed terms and Buyer acknowledges that discussions and negotiations have occurred leading up to this agreement. Furthermore, neither party hereafter will rely on any oral representations made outside of the stated terms of this Agreement, which includes the "Standard Terms and Conditions" link below. Applicable sales tax in the State of Texas; will be accessed at the time of billing and may not be represented on this quotation. If you are a tax exempt entity, please provide proof so you are not charged tax in error. <https://www.megasigninc.com/docs/termsandsales.pdf>

To complete the order sign here, initial previous pages, and return all signed and initial pages.

Printed Name: _____

Signature: _____

Date: _____

Blink Marketing Inc

1925 Saint Clair Ave NE
Cleveland, Ohio 44114



BlinkSigns

contact@blinksigns.com

877.433.4466
blinksigns.com



BlinkSwag

contact@blinkswag.com

888.670.7924
blinkswag.com



BlinkGlobal

contact@blinkglobal.com

800.910.7024
blinkglobal.com

The City of Whitewater,

Enclosed you will find our bid for Electronic / Digital Video Sign. Blink Signs is a female and minority owned company headquartered in Cleveland Ohio with extensive experience in signage nationally. For this specific project we would manufacture the signage at one of our facilities and for the labor we would use a local installer that qualifies for this project and has good standing per our Vendor qualification form. This allows us to utilize local resources based on project needs, while providing high quality and controlled manufacturing of the signage.

Below you will find an example of similar projects / references completed in the past.

Blink Marketing Inc

1925 Saint Clair Ave NE
Cleveland, Ohio 44114



BlinkSigns

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blinksigns.com



BlinkSwag

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888.670.7924
blinkswag.com



BlinkGlobal

contact@blinkglobal.com

800.910.7024
blinkglobal.com

Reference 1

Organization: Hometown Lazer Wash

Address: 32721 Walker Road, Avon Lake OH 44012

Contact Person: Rob Rotz

Phone Number: 440-668-5252

Email Address: rjrotz@wowway.biz

Reference 2

Organization: Pahrump Valley Fire Rescue Signage

Address: 2101 E. Calvada Blvd Ste, 100 Pahrump, Nevada 89048

Contact Person: Honey Strozzi

Phone Number: 775-482-8144

Email Address: hstrozzi@co.nye.nv.us

Reference 3

Organization: Verizon Corporate

Address: One Verizon Way, Baskin Ridge New Jersey

Contact Person: Alex Miller

Phone Number: 732-427-3855

Email Address: alexis.miller@verizonwireless.com

Blink Marketing Inc

1925 Saint Clair Ave NE
Cleveland, Ohio 44114



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blinkswag.com



BlinkGlobal

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800.910.7024
blinkglobal.com

Hometown Lazer Wash



Blink Marketing Inc

1925 Saint Clair Ave NE
Cleveland, Ohio 44114



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blinkswag.com



BlinkGlobal

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blinkglobal.com

Pahrump Valley Fire Rescue Signage



Blink Marketing Inc

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Cleveland, Ohio 44114



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BlinkGlobal

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Urgent Care



Blink Marketing Inc

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Cleveland, Ohio 44114



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Verizon





Empowering Brands with Innovative Signage Solutions.



Approved Supplier



Blink Signs | Blink Swag | Blink Global

1925 St Clair Ave Cleveland Ohio 44114
Primary Email: sales@blinksigns.com
Primary Phone: (877) 433-4466
License #: asi/141433
www.blinksigns.com

Estimate

EST-018720

Bill To
City of Whitewater

Service Location
402 W Main St
Whitewater
53190 Wisconsin
U.S.A

Estimate Date : 10/17/2025
Expiry Date : 01/17/2026
Reference# : P74621
Sales person : Lauren Sweet
Project Name : P74621 / Electronic / Digital Video Sign City of Whitewater, Wisconsin / Oct 17, 2025 10:00 AM
Organization Name : Blink Signs
E-Commerce : No

Item & Description	Qty	Rate	Amount
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Labor

Labor-Combined SKU : LAB Labor equipment and materials to install (1) EMC monument sign	1.00 qty	20,489.00	20,489.00
---	-------------	-----------	-----------

- Quote includes brick veneer base
- Monument to be Saddle mounted
- Direct Burial into Concrete

**Connection to existing electric only any additional electric work needed would have to be contracted by a licensed electrician. Client is responsible to provide a junction box or form of electrical connection within 6 ft from sign band prior to the signage installation date to avoid further delays

Option 1

Cabinet Sign-Monument-EMC Display SKU : CAB_MEMC Option 1	1.00 qty	33,294.12	33,294.12
---	-------------	-----------	-----------

Manufacture (1) Monument Sign with EMC

Overall size: 7'-2" H x 8' W

Item 12. 100+ Brands worldwide.





Empowering Brands with Innovative Signage Solutions.



Item & Description	Qty	Rate	Amount
<p>EMC viewing area: 4' H x 8' W</p> <p>CABINET</p> <ul style="list-style-type: none"> - 1'-6" Deep Aluminum Double Sided Cabinet Painted Color - Retainer 1 1/2" Painted Color - Exact Attachment Method <p>TOP HEADER</p> <ul style="list-style-type: none"> - Internal LED illumination - Flat Acrylic Faces With Vinyl Graphics - Divider Bar Required Color <p>EMC Specs:</p> <ul style="list-style-type: none"> - Pixel Pitch: Required 10 mm maximum spacing. - Character Height: Minimum 6 inches for roadway legibility at 25 mph. - Brightness: Minimum 7,000 nits daytime; auto- dimming at night. -Lifetime Technical Support, 5-Year Parts & 60 day Parts Replacement Labor* Warranty - Contrast: High-contrast text/background required. - Refresh Rate: Minimum 3,000 Hz to avoid flicker. <p>Aluminum Reveal Required Color</p> <p>Base</p> <ul style="list-style-type: none"> - Constructed with aluminum angle iron skin with aluminum - 6" Dia Internal Steel Pole - Saddle mounted - Direct Burial into Concrete 			
<p>Engineer Drawings</p> <p>SKU : ENG</p> <p>City may require stamped engineered drawings for signage.</p> <p>If engineering is required, this will be billed at cost in addition to final invoicing.</p> <p>Pricing subject to change based on engineering requirements for mounting.</p> <p>Please note that engineering is billed per sign type.</p>	1.00 qty	380.00	380.00
Items in Total 3.00		Sub Total	54,163.12
		Shipping charge	600.00
		Total	\$54,763.12

Notes

Looking forward for your business.

Authorized Signature _____

Item 12. 100+ Brands worldwide.





Empowering Brands with Innovative Signage Solutions.



Approved Supplier



Blink Signs | Blink Swag | Blink Global

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Primary Email: sales@blinksigns.com
Primary Phone: (877) 433-4466
License #: asi/141433
www.blinksigns.com

Estimate

EST-019067

Estimate Date : 10/16/2025
Expiry Date : 01/16/2026
Reference# : P74621
Sales person : Lauren Sweet
Project Name : P74621 / Electronic / Digital Video Sign City of Whitewater, Wisconsin / Oct 17, 2025 10:00 AM
Organization Name : Blink Signs
E-Commerce : No

Bill To
City of Whitewater

Item & Description	Qty	Rate	Amount
--------------------	-----	------	--------

Labor

Labor-Combined SKU : LAB Labor equipment and materials to install (1) EMC monument sign	1.00 qty	20,489.00	20,489.00
---	-------------	-----------	-----------

- Quote includes brick veneer base
- Monument to be Saddle mounted
- Direct Burial into Concrete

**Connection to existing electric only any additional electric work needed would have to be contracted by a licensed electrician. Client is responsible to provide a junction box or form of electrical connection within 6 ft from sign band prior to the signage installation date to avoid further delays

Option 2

Cabinet Sign-Monument-EMC Display SKU : CAB_MEMC Option 2	1.00 qty	28,058.82	28,058.82
---	-------------	-----------	-----------

Manufacture (1) Monument Sign with EMC

Overall size: 6'-2" H x 7' W

Item 12. 100+ Brands worldwide.





Empowering Brands with Innovative Signage Solutions.



Item & Description	Qty	Rate	Amount
<p>EMC viewing area: 3' H x 7' W</p> <p>CABINET</p> <ul style="list-style-type: none"> - 1'-6" Deep Aluminum Double Sided Cabinet Painted Color - Retainer 1 1/2" Painted Color - Exact Attachment Method <p>TOP HEADER</p> <ul style="list-style-type: none"> - Internal LED illumination - Flat Acrylic Faces With Vinyl Graphics - Divider Bar Required Color <p>EMC Specs:</p> <ul style="list-style-type: none"> - Pixel Pitch: Required 10 mm maximum spacing. - Character Height: Minimum 6 inches for roadway legibility at 25 mph. - Brightness: Minimum 7,000 nits daytime; auto- dimming at night. - Lifetime Technical Support, 5-Year Parts & 60 day Parts Replacement Labor* Warranty - Contrast: High-contrast text/background required. - Refresh Rate: Minimum 3,000 Hz to avoid flicker. - Aluminum Reveal Required Color <p>Base</p> <ul style="list-style-type: none"> - Constructed with aluminum angle iron skin with aluminum - 6" Dia Internal Steel Pole - Saddle mounted - Direct Burial into Concrete 			
<p>Engineer Drawings</p> <p>SKU : ENG</p> <p>City may require stamped engineered drawings for signage. If engineering is required, this will be billed at cost in addition to final invoicing. Pricing subject to change based on engineering requirements for mounting. Please note that engineering is billed per sign type.</p>	1.00 qty	380.00	380.00
Items in Total 3.00		Sub Total	48,927.82
		Shipping charge	600.00
		Total	\$49,527.82

Notes

Looking forward for your business.

Authorized Signature _____



City of Whitewater
Digital Video Sign City of Whitewater, Wisconsin
402 W Main St, Whitewater,
WI 53190 United States

SIGNAGE BID

PROJECT NUMBER: P74621
DATE CREATED: 09.25.2025
BID DUE DATE: Digital Video Sign City of Whitewater, Wisconsin

SCOPE:

- Manufacture & Install
- Engineering And Foundation Required

Description/Details:

CABINET

- 2'-0" Deep Aluminum Double Sided Cabinet Painted Color TBV
- Retainer 1 1/2" Painted Color TBV
- Exact Attachment Method TBV

TOP HEADER

- Internal LED illumination
- Flat Acrylic Faces With Vinyl Graphics

- Divider Bar Required Color TBV

EMC Specs:

- Pixel Pitch: Required 10 mm maximum spacing. Tighter spacing (6–8 mm) may be considered.
- Character Height: Minimum 6 inches for roadway legibility at 25 mph.
- Brightness: Minimum 7,000 nits daytime; auto-dimming at night.
- Contrast: High-contrast text/background required.
- Refresh Rate: Minimum 3,000 Hz to avoid flicker.

Aluminum Reveal Required Color TBV

Base

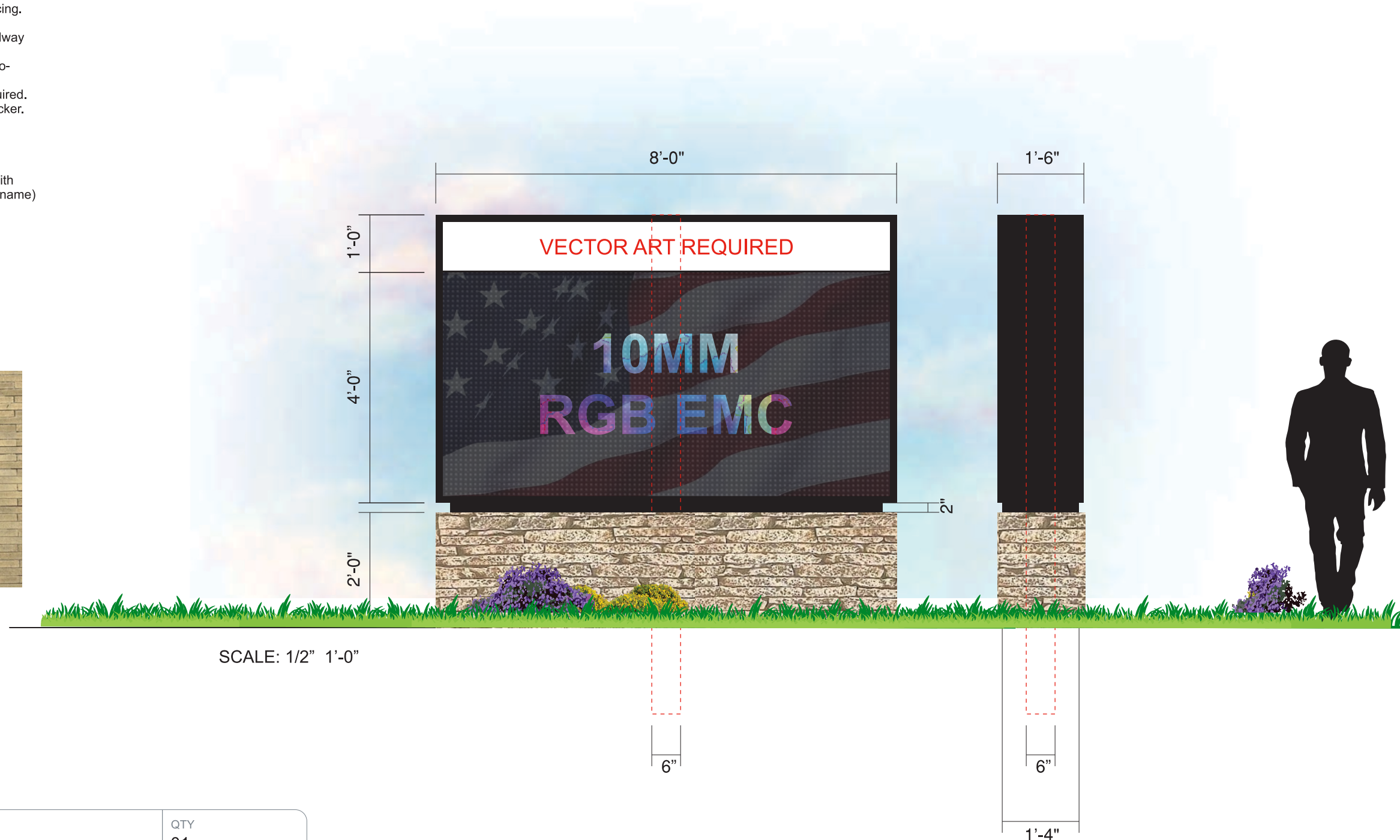
- Constructed with aluminum angle iron skin with aluminum conerved with texture Plush (Panel name)
- 6" Dia Internal Steel Pole Required
- Saddle mounted
- Direct Burial into Concrete

Color Specs:

COLOR



EXISTING PHOTO OF BRICK



SURVEY REQUIRED
VECTOR ART REQUIRED

SHEET TITLE	QTY
Item 12. PE: Sign 1	01



1925 St. Clair Ave NE
Cleveland, OH 44114
(877) 433-4466
(216) 503-2568
www.blinksigns.com

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DESIGNER

Zubair Ahmed

PROSPECT/CLIENT

Digital Video Sign City of Wisconsin

PROJECT NUMBER

P74621

PROJECT

Exterior Signage

PROJECT MANAGER

Agha Faraz Ali

SALES REP

Lauren Sweet

PROJECT LOCATION

402 W Main St, Whitewater, WI 53190 United States

DATE CREATED

09.25.2025

PAGE

2

REVISIONS

DATE:

DATE:

DATE:

SCOPE:

- Manufacture & Install
- Engineering And Foundation Required

Description/Details:

CABINET

- 1'-6" Deep Aluminum Double Sided Cabinet Painted Color TBV
- Retainer 1 1/2" Painted Color TBV
- Exact Attachment Method TBV

TOP HEADER

- Internal LED illumination
- Flat Acrylic Faces With Vinyl Graphics

- Divider Bar Required Color TBV

EMC Specs:

- Pixel Pitch: Required 10 mm maximum spacing. Tighter spacing (6–8 mm) may be considered.
- Character Height: Minimum 6 inches for roadway legibility at 25 mph.
- Brightness: Minimum 7,000 nits daytime; auto-dimming at night.
- Contrast: High-contrast text/background required.
- Refresh Rate: Minimum 3,000 Hz to avoid flicker.

Aluminum Reveal Required Color TBV

Base

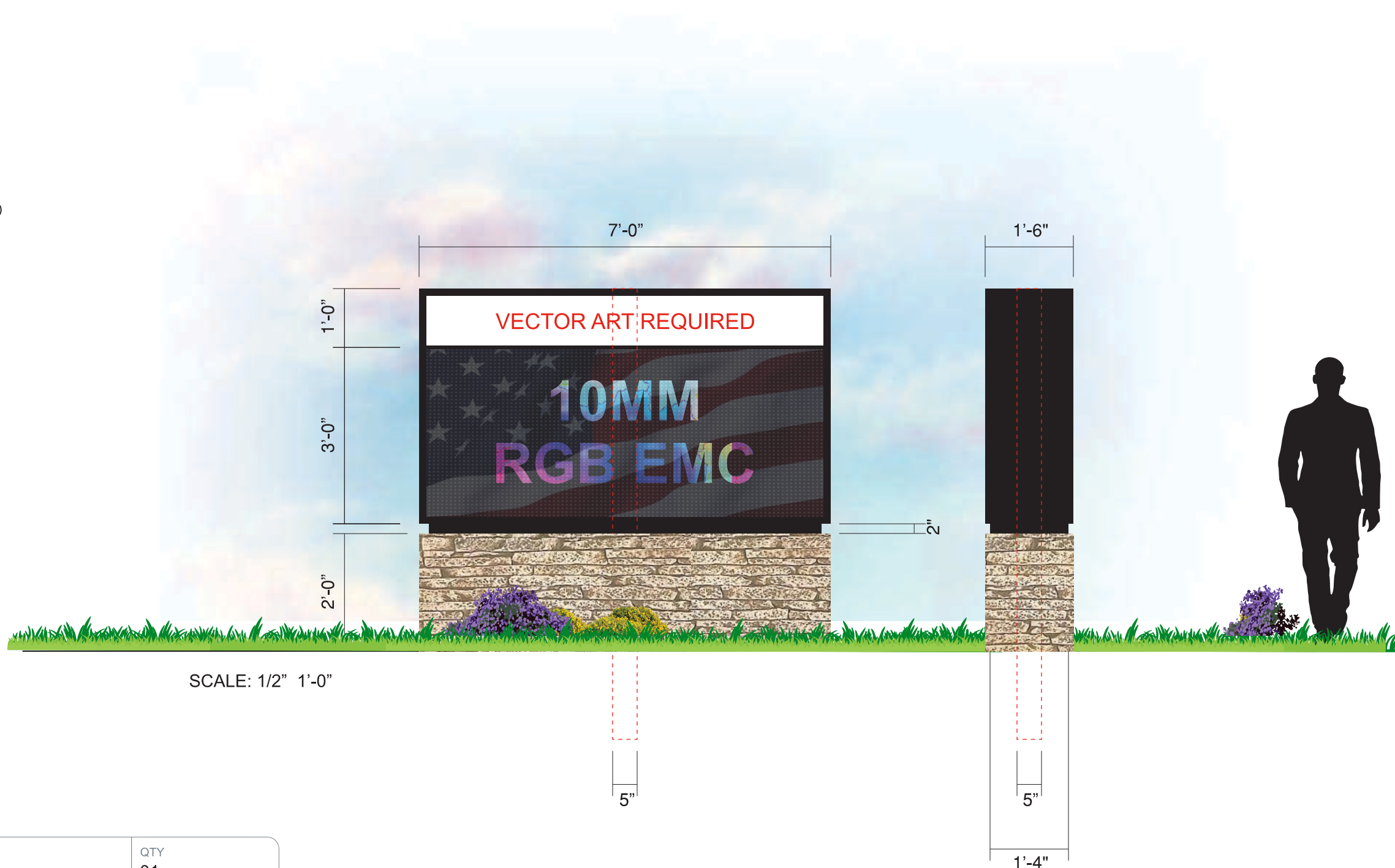
- Constructed with aluminum angle iron skin with aluminum conerved with texture Plush (Panel name)
- 6" Dia Internal Steel Pole Required
- Saddle mounted
- Direct Burial into Concrete

Color Specs:

COLOR



EXISTING PHOTO OF BRICK



SURVEY REQUIRED
VECTOR ART REQUIRED

SHEET TITLE	QTY
Item 12. PE: Sign 2	01



1925 St. Clair Ave NE
Cleveland, OH 44114
(877) 433-4466
(216) 503-2568
www.blinksigns.com

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DESIGNER

Zubair Ahmed

PROSPECT/CLIENT

Digital Video Sign City of Wisconsin

PROJECT NUMBER

P74621

PROJECT

Exterior Signage

PROJECT MANAGER

Agha Faraz Ali

SALES REP

Lauren Sweet

PROJECT LOCATION

402 W Main St, Whitewater, WI 53190 United States

DATE CREATED

09.25.2025

PAGE

3

REVISIONS

DATE:

DATE:

DATE:

Blink Marketing Inc

1925 Saint Clair Ave NE
Cleveland, Ohio 44114



BlinkSigns

contact@blinksigns.com

877.433.4466
blinksigns.com



BlinkSwag

contact@blinkswag.com

888.670.7924
blinkswag.com



BlinkGlobal

contact@blinkglobal.com

800.910.7024
blinkglobal.com

CAPABILITY STATEMENT

CORE COMPETENCIES

Blink Marketing Inc dba Blink Signs was established in 2007 and provides

- Exterior and Interior Building Signage [Illuminated & Non Illuminated]
 - Channel Letters, Monument Signs, Wayfinding / Directional Signs, ADA.
- Electronic Messaging Centers [EMC, Digital Signs]
- Graphics [Large Format & Small Format: ie, banners, print, clings, backdrops etc.]

SERVICES

- Design
- Site Surveys
- Manufacturing
- Installation
- Permitting
- Project Management

Blink is a minority & female owned corporation headquartered in Cleveland, Ohio.

PAST PERFORMANCE

- City of Cleveland
- Ohio State University
- City of Columbus
- State of Ohio
- University Hospitals
- Amazon
- Verizon
- Choice Hotels

DIFFERENTIATORS

- CRM & Custom Reporting
- 100+ years of combined sign experience
- Departmentalized strategy to assure quality control at every stage of the project
- Live web portal which will display the current stage of all active projects including shipping information via tracking numbers and completion photos
- Custom Ecommerce solutions for order fulfillment

Examples of completed projects can be seen at: <https://www.blinksigns.com/>

Blink Marketing Inc

1925 Saint Clair Ave NE
Cleveland, Ohio 44114



BlinkSigns

contact@blinksigns.com

877.433.4466
blinksigns.com



BlinkSwag

contact@blinkswag.com

888.670.7924
blinkswag.com



BlinkGlobal

contact@blinkglobal.com

800.910.7024
blinkglobal.com

BIOGRAPHIES OF KEY PEOPLE INVOLVED IN PROJECT

Lauren Sweet (Business Development / National Sales)

- 13 years signage and graphics experience
- Works directly with clients and team members to achieve maximal client satisfaction through improving and implementing processes to streamline efficiencies and communication.
- Started out doing graphic design, moved into the production and installation side of the business, and now on the client facing end working with national and large scale clients to continue to build the business.

Phil Swan (Project Manager)

- 12 years project management experience
- Strengths are paying attention to fine details, customer communication, and getting ahead of any foreseen hiccups throughout the life of the project.
- Handles many of Blinks high profile clients

Brittani Shipek (Director of Operations)

- 15 years of experience
- Built and continues to improve upon vendor management and compliance programs within Blink.
- Monitors projects to assure we are meeting deadlines and key milestones throughout the lifecycle of the project, and improve processes where needed.



City Council Agenda Item

Meeting Date:	April 21, 2026
Agenda Item:	Purchase approval for fishing piers at Cravath and Trippe Lakes
Staff Contact (name, email, phone):	Kevin Boehm, kboehm@whitewater-wi.gov , 262-473-0122

BACKGROUND

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

The purchase of two piers for Cravath Lake and Trippe Lake was approved in the 2026/2027 Capital Improvement Budget. Staff obtained three (3) quotes to ensure competitive pricing, and the piers have been ordered and are currently in production.

Quotes received:

- Complete Piers & Lifts LLC, East Troy, WI – \$65,414.40 per pier (seasonal)
- Mod-U-Dock, Cudahy, WI – \$35,514 per pier (seasonal)
- Summerset, Whitewater, WI – \$49,849.20 per pier (permanent, all-season)

Staff selected Summerset as the only permanent, all-season option, eliminating annual removal and reducing long-term operational impacts.

Procurement Policy Deviation

After initiating the purchase, staff identified that the total exceeds \$50,001 and should have followed the formal noticing and sealed bid process under the current procurement policy. Staff inadvertently followed a previous version of the policy.

Corrective Action

Staff have reviewed the current policy and implemented measures to ensure full compliance moving forward.

Request for Council Action

Staff respectfully requests that the City Council:

1. Approve the purchase of the two piers for Cravath Lake and Trippe Lake on a retroactive basis; and
2. Accept the quotes obtained as the basis for the procurement.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

Purchase was part of Lakes Management capital expenditures approved by City Council during the 2026/2027 budgeting process.

FINANCIAL IMPACT

(If none, state N/A)

The total cost of \$99,698.40 will be funded through the Lakes Management Capital Expenditures budget, which has an approved 2026/2027 allocation of \$300,000.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the purchase of two piers, one for Cravath Lake and one for Trippe Lake, on a retroactive basis and accept the vendor quotes as presented, recognizing that competitive pricing was obtained and the project was previously approved in the 2026/2027 Capital Improvement Budget.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

Complete Piers & Lifts Quote
Mod U Dock Quote
Summerset Quote

Complete Piers & Lifts Llc
 P.O Box 917
 East Troy, WI 53120
 2626424383
 CompletePiers@gmail.com
 www.CompletePiers.com



Estimate

ADDRESS

City of Whitewater
 City of Whitewater
 Attn:Michelle Dujardin
 312 W Whitewater
 Whitewater, WI 53190

ESTIMATE # 16582
DATE 02/09/2026
EXPIRATION DATE 02/28/2026

ACTIVITY	AMOUNT
3-Dock Section 80" X 120". Color(s), beige.	8,343.00
4-Dock Section 80" x 100"	9,236.00
EZ Launch "One-way" (right)	10,244.00
EZ Launch Grab Rail & Sign	6,670.00
Adapter Dock to EZ Launch	786.00
ADA Overhead Rail	839.00
Port Bridge (kayak step)	599.00
Coupler Set. (301100).	2,000.00
Heavy Duty Pipe Brackets. One-piece.	2,095.00
3/8" Galvanized Pipe. 10 gauge 21' L	840.00
Auger Kit for 2 1/2" Pipe.	225.00
2" Round Pipe Cap	40.00
Grab Bar EZ Dock	1,078.00
3-Horizontal Bumper	1,077.00
Bench Kit Poly with Arms and Hardware Aluminum	2,428.00
Dock Curbing	1,566.00
Screws for Curbing	216.00
Gangway Hindge Kit.	749.00
Gangway 6'x12' w/Handrails	7,250.00
Gangway w/Diamond Plate	2,099.00
Gangway Powder Coating	2,950.00
4-Cleat 8" Nylon.	80.00
Delivery and Installation	4,000.00

We accept check, online bank payment,
 payments sent to First Citizens Bank
 acct#8925797003 routing #053100300,

SUBTOTAL 65,410.00
 TAX 4.40

Zelle(completepiers@gmail.com is enrolled as tanya niegelsen) or for 3% you can pay with a credit card.

TOTAL

\$65,414.40

Accepted By

Accepted Date



C R Industries, LLC

Mod-U-Dock Division
5757 S Pennsylvania Ave
Cudahy, WI 53110

Quote

Valid Until: Feb 28, 2026
Quote Number : Q13019

BILL TO:

312 W. Whitewater St.
Whitewater, Wisconsin 53190

SHIP TO:

(Park Location)
Whitewater, WI 53190

Account Name: **City of Whitewater**

Contact Name: **Dujardin Michelle**

Subject: **Multipurpose Launch Dock #2.Rev1
FLOATING**

Payment Terms: **100% at Order Acceptance**

S.No.	Product Details	Quantity
1	PMP-4' x 6' SS Open Tread BR - FLOATING MUD03846 Per Module Pricing - FLOATING DOCK - 4' x 6' module (BR). Includes module, floats, brackets, pilings & hardware.	7
2	PMP-4' x 6' SS Open Tread BR - FLOATING MUD03846 Per Module Pricing - GANGWAY - 4' x 6' module (BR). Includes module, brackets, wheelchair curb, Tuff Glide & hardware.	3
3	PMP-4' x 8' SS Open Tread BR - FLOATING MUD03848 Per Module Pricing - FLOATING DOCK - 4' x 8' module (BR). Includes module, floats, brackets, pilings & hardware.	8
4	4FT GANGWAY MID ADA HANDRAIL MUD17264	2
5	8FT GANGWAY MID ADA HANDRAIL MUD17268	2
6	6' CRI Module Hinge Kit MUD12247 Included	1
7	Diamond pattern alum ramp 72"W x 48"L - Hinge on 6' Side MUD11923	1
8	MOD Cushion Brkt Bumper w/Bolt - WHT MUD17655 Included	10
9	MUD PaddleSafe Kayak Platform - 8' MUD15332	1
10	MOD PaddleSafe Hand Rail - 7' MUD15337	2
11	MOD PaddleSafe Crossover Kit MUD15339	1
12	MUD PaddleSafe Center Grab Bar Kit - 4' MUD15326	1
13	M-U-D Toe Rail Assembly - 4' MUD17205 Additional wheelchair curb.	2

S.No. Product Details
14 PaddleSafe ADA Transfer Stairs MUD15350

Quantity
1

15 M-U-D Toe Rail Assembly - 6' MUD17207

1

Additional wheelchair curb.

16 M-U-D Toe Rail Assembly - 8' MUD17209

8

Additional wheelchair curb.

Sub Total	\$ 46,017.65
Discount	-\$ 11,503.65
Freight	\$ 1,000.00
Sales Tax	\$ 0.00
Adjustment	\$ 0.00
Grand Total	\$ 35,514.00

Terms and Conditions

Per attached drawing, Design #2.Rev1 - FLOATING.
Please verify decking color & style.
Thank you for choosing Mod-U-Dock!



QUOTE: #QUO7661
02/12/2026

This Quote Respectfully Submitted To City of Whitewater.

With more than 30 years experience and thousands of customers, Summerset Marine Construction specializes in designing, building, and servicing custom-engineered docks, piers, and boat lifts to suit your preferred Tripp Lake lifestyle or enhance your commercial enterprise.

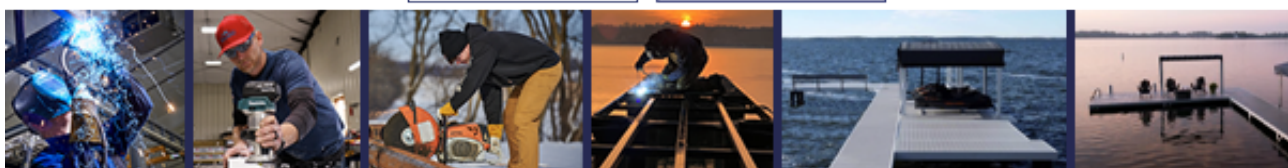
Within our 100,000 square foot facilities and four statewide locations, we create durable, visually striking, and structurally resilient solutions that both stand up to the elements and complement their surroundings.

Using exceptional domestically sourced materials, our vertically integrated in-house team of designers, engineers, fabricators, welders, assemblers and seasoned installers collaborate with homeowners, businesses, and municipalities to deliver tailored solutions that enhance property aesthetics and ensure longevity and performance. We invest in our people, we measure our performance, and we stand behind our products, every step of the way. We are Summerset Marine Construction.

Please note that this quote expires on 03/14/2026.

If you have questions about this quote, please reach out to me at any time.
Kurt Jennison | Sales Representative | kjennison@summersetmarine.com | (262) 745-8893

BUILDING LIFETIME CONNECTIONS TO THE WATER



Summerset Marine Construction | W3128 Hwy 59, Whitewater, WI 53190 | SummersetMarine.com | (800) 816-9698



Summerset - Whitewater
 W3128 Highway 59
 Whitewater WI 53190
 United States

Lifetime All Seasons 5"

Customer	Email	Phone	Lake
City of Whitewater 312 West Whitewater St. Whitewater WI 53190 United States	mdujardin@whitewater-wi.gov	(262) 903-9532	Tripp Lake

Quantity	Units	Item	Rate	Amount
4		L5-4X10 All Seasons Legacy 4 feet in width and 10 feet in length	\$5,100.00	\$20,400.00
2		L5-8X10 All Seasons Legacy 8 feet in width and 10 feet in length	\$8,200.00	\$16,400.00
2		LA-CLEAT Lifetime cleat with the Lifetime aesthetic for secure mooring of boats.	\$50.00	\$100.00
1	EA	LS-KAYAK-H-WH LIFETIME KAYAK RACK HORIZONTAL	\$1,500.00	\$1,500.00
1	EA	LS-BENCH-8'-WH LIFETIME BENCH 8'	\$1,675.00	\$1,675.00
1	EA	ZZ0-156 KAYAK LAUNCH W/ MOUNTING BRACKET & HARDWARE	\$2,000.00	\$2,000.00
1		LA-ALUMINUM LADDER Traditional aluminum ladder providing a lightweight and economical access solution.	\$780.00	\$780.00
1	EA	ZZ0-199 CUSTOM PART FILE - 2 3/4 Wheelchair Curb Fastened to the perimeter of the entire pier.	\$2,436.00	\$2,436.00
Subtotal				\$45,291.00
Sales Discount (Nontaxable) Sales Discount			(\$4,500.00)	(\$4,500.00)
ADI-Lifetime® Products Assembly, Delivery, & Installation (ADI): The ADI payment is due at the completion of installation. If payment is not received within 30 days of installation, a 1.5% charge of the outstanding balance is added to your account each month.			20%	\$9,058.20
Subtotal				\$0.00
Piling Disclaimer All piling pricing includes pipe pilings up to 30'. Lengths exceeding 30' will incur an additional per-foot charge as outlined below.				
4" Piling - \$25/ft beyond 30'				
5" Piling - \$30/ft beyond 30'				
7" Piling - \$35/ft beyond 30'				
8" SCH 40 Piling - \$40/ft beyond 30'				
8" SCH 80 Piling - \$50/ft beyond 30'				
9" SCH 40 Piling - \$45/ft beyond 30'				
9" SCH 80 Piling - \$70/ft beyond 30'				
10" Piling - \$50/ft beyond 30'				
12" Piling - \$50/ft beyond 30'				



Summerset - Whitewater
W3128 Highway 59
Whitewater WI 53190
United States

Lifetime All Seasons 5"

Subtotal \$49,849.20

Tax Total (%) \$0.00

Total \$49,849.20



SUMMERSET MARINE CONSTRUCTION, LLC

STANDARD SALES DISCLAIMERS

1. Delivery | Installation Disclaimer Installation dates are tentative and dependent upon manufacturing schedules, weather factors, equipment availability, etc.
2. Engineering Disclaimer: Once your project goes through Summerset Marine's design engineering process, additional costs may occur and will be presented to you prior to manufacturing. Changes requested by the customer after engineering and/or manufacturing is complete may result in additional cost.
3. GIS Disclaimer: If the property owner's site must be flown with a drone and placed with Geographic Information System (GIS) coordinates due to municipal requirements, riparian rights, or other needs, Summerset Marine Construction reserves the right to add \$3,000 to the final invoice.
4. Landscape Clause Disclaimer: If the property owner's landscape does not have a designated start area, or changes are made after initial project approval are signed off, additional charges may occur and/or the project may be delayed.
5. Private Utilities Disclaimer: Private utilities of the property owner located within 10 feet of the shoreline must be marked by the owner prior to the project start date. Summerset Marine will not be responsible for damages incurred to unmarked property.
6. Buyer On Site Disclaimer: The buyer agrees to be present on the 1st day of installation. Summerset Marine Construction will inform the customer of the potential start date 4 weeks prior with weekly updates.
7. Compliance With Applicable Law Disclaimer: You are solely responsible for, and Summerset Marine makes no representation or warranty as to the need for, any permit for the construction of any project, or the compliance of any project with any applicable federal, state or local laws, rules, orders or regulations.
8. Use of Equipment Disclaimer: You are solely responsible for ensuring your current (and future) watercrafts are compatible with the listed dimensions (depth/length/width) and lifting capacity (collectively, the "Performance Maximum") of the equipment listed in the applicable quote. You acknowledge and agree that Summerset Marine shall not be liable for any death of or bodily injury to any person, or any loss of, damage to or destruction of any property whatsoever, including, but not limited to the project and/or any Installed Equipment, or for any other injury, loss or damage of any kind or nature whatsoever, in any manner or to any extent resulting from or arising in whole or in part from: (i) your use of any Installed Equipment in any manner or to any extent that exceeds the Performance Maximum in any way; or (ii) your improper or incomplete inspection or maintenance of the Installed Equipment.
9. Intellectual Property: No right, license, permission, or ownership or other interest of any kind in or to the Summerset Marine Intellectual Property (defined herein) is or is intended to be given or transferred to or acquired by You. "Summerset Intellectual Property" means any and all know-how, inventions, patent rights, and other intellectual property of Summerset Marine Construction.
10. Warranty: Summerset Marine Construction provides a limited warranty on new equipment (the "Limited Warranty"). Other than the claims stated in the limited warranty, Summerset Marine Construction makes no warranty whatsoever with respect to the pier, including, but not limited to, any implied warranty of merchantability or warranty of fitness for a particular purpose, whether arising by law, course of dealing, course of performance, usage or trade, or otherwise. You acknowledge that you have not relied upon any representation or warranty made by Summerset Marine Construction, or any other person on its behalf, except as expressly provided in the limited warranty.

11. Sole Agreement: The terms set forth in this communication constitute the entire agreement between Summerset Marine Construction and You with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding, whether written or oral, between the parties with respect to such subject matter.

12. Limitation of Liability: To the fullest extent permitted by law, regardless of the form of the claim or cause of action (whether based in contract, negligence, strict liability, other tort, or otherwise), in no event shall Summerset Marine Construction's liability to you under this limited warranty or otherwise arising out of the sale of the pier to you (a) include any consequential, indirect, incidental, special, exemplary, or punitive damages, including lost profits or revenues, damages arising out of loss of use or other business interruption damages, or (b) exceed the amount paid for the applicable pier giving rise to that claim or cause of action.

13. Substantial Completion Disclaimer: Substantial completion of the pier project shall be deemed to occur when all principal pier work is installed, operational, and safe for its intended use, except for minor punch-list items that do not materially impair functionality or safety; from that date the Owner may occupy and use the pier, the warranty period will begin, and final payment (including any retainage) shall be due fifteen (15) business days thereafter. The company will make a good faith effort to complete minor punch-list items as soon as possible, subject to scheduling and other related constraints.

14. Confidentiality Notice: This quotation, including any attached drawings, designs, specifications, or other materials (collectively, the "Proposal"), contains confidential and proprietary information belonging to Summerset Marine Construction, L.L.C. The Proposal is provided solely for the purpose of evaluating the potential purchase of goods or services described herein. By accepting or reviewing this Proposal, the recipient agrees that all pricing, designs, concepts, drawings, and other information disclosed shall be kept strictly confidential and shall not be copied, disclosed, or used for any purpose other than evaluating this Proposal without the prior written consent of Summerset Marine Construction, L.L.C. All drawings and designs remain the sole property of Summerset Marine Construction, L.L.C. and may not be used or reproduced in whole or in part without express written authorization.

Final Payment Terms:

- * Final payment is due upon substantial completion of your project, as defined in section 13 above.
- * If payment is not received within 15 days of your invoice date, a payment reminder will be sent out and interest will be accrued as of the invoice date.
- * At 30 days, a statement will be sent to you with stated accrued interest charges.
- * At the 60-day mark, another statement will be sent stipulating the outstanding balance with total accrued interest charges, as well as Summerset Marine's intent to place a lien on your property for failure to pay all outstanding charges.
- * If more than 90 days have passed and you have not paid your outstanding balance, Summerset Marine Construction will initiate the process to place a lien on your property. Interest will continue to accrue until your outstanding balance is paid.

Notice of Lien Rights:

Pursuant to Wisconsin construction lien law, Summerset Marine and Lifetime Piers hereby notify the owner that we may have lien rights on said owner's land, building, and improvements. Owners may also receive a notice of lien rights letter from us within 90 days of work being completed if all required payments are not made by that time. This information, pursuant to Wisconsin statute 799, is intended to ensure that all lien claimants are paid in full for work performed. The owner is responsible for forwarding a copy of the notices to their lender, if any.



Summerset - Whitewater
W3128 Highway 59
Whitewater WI 53190
United States

Project Specifics (if applicable)

Decking Color: WH

Skirting Color: WH

Exclusions

This proposal is strictly limited to the labor, materials, and services explicitly described in the quote above. All other items, tasks, or services not specifically listed as an inclusion are hereby excluded.

Confidentiality Notice

This quotation, including any attached drawings, designs, specifications, or other materials (collectively, the "Proposal"), contains confidential and proprietary information belonging to Summerset Marine Construction, L.L.C. The Proposal is provided solely for the purpose of evaluating the potential purchase of goods or services described herein. By accepting or reviewing this Proposal, the recipient agrees that all pricing, designs, concepts, drawings, and other information disclosed shall be kept strictly confidential and shall not be copied, disclosed, or used for any purpose other than evaluating this Proposal without the prior written consent of Summerset Marine Construction, L.L.C. All drawings and designs remain the sole property of Summerset Marine Construction, L.L.C. and may not be used or reproduced in whole or in part without express written authorization.

Initial

_____ Date _____

Payment Schedule

Unless other agreements have been made and specified in notes above, for Lifetime pier projects a down payment equaling 40% (\$19,939.68) of your Lifetime pier project cost is required to place your order. A 2nd installment payment equaling 40% (\$19,939.68) of your Lifetime pier project cost is required upon manufacturing completion, and to secure an installation date. The final 20% (\$9,969.84) of your Lifetime pier project cost is due at the completion of installation.

For lift-only projects, a 50% down payment is required at the time of order placement. The remaining 50% is due upon completion of the project.

For accessory-only projects and other sales, a 100% down payment is required at the time of order placement.

Signature

_____ Date _____



City Council Agenda Item

Meeting Date:	April 21, 2026
Agenda Item:	Skatepark Update
Staff Contact (name, email, phone):	Kevin Boehm, kboehm@whitewater-wi.gov , 262-473-0122

BACKGROUND

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

The skatepark at Brewery Hill Park is currently in very poor condition and in need of significant repair. Parks Director Kevin Boehm met with Facilities Maintenance staff onsite to assess the condition of the ramps and determine appropriate next steps.

Following the inspection, it was determined that the top riding surfaces of the ramps have deteriorated significantly and require replacement in multiple areas. To address this, staff procured twenty (20) sheets of specialized ramp surfacing material, which was ordered and shipped from Washington State.

A workday was initially scheduled during the week of April 6, 2026; however, the material did not arrive until later in that week, preventing the work from being completed as planned. A second workday was scheduled for the week of April 13, 2026, but ongoing heavy rainfall has resulted in the skatepark being flooded and inaccessible.

Staff will proceed with repairs as soon as site conditions allow. The work will be completed collaboratively by Streets Maintenance, Parks, and Facilities Maintenance staff. In addition to ramp repairs, staff will replace damaged benches and trash receptacles, remove graffiti, and repaint the entire structure.

To prevent similar conditions in the future, a monthly inspection form has been developed and will be implemented at the skatepark. This approach will help ensure routine monitoring, timely maintenance, and improved long-term condition of park facilities.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

FINANCIAL IMPACT

(If none, state N/A)

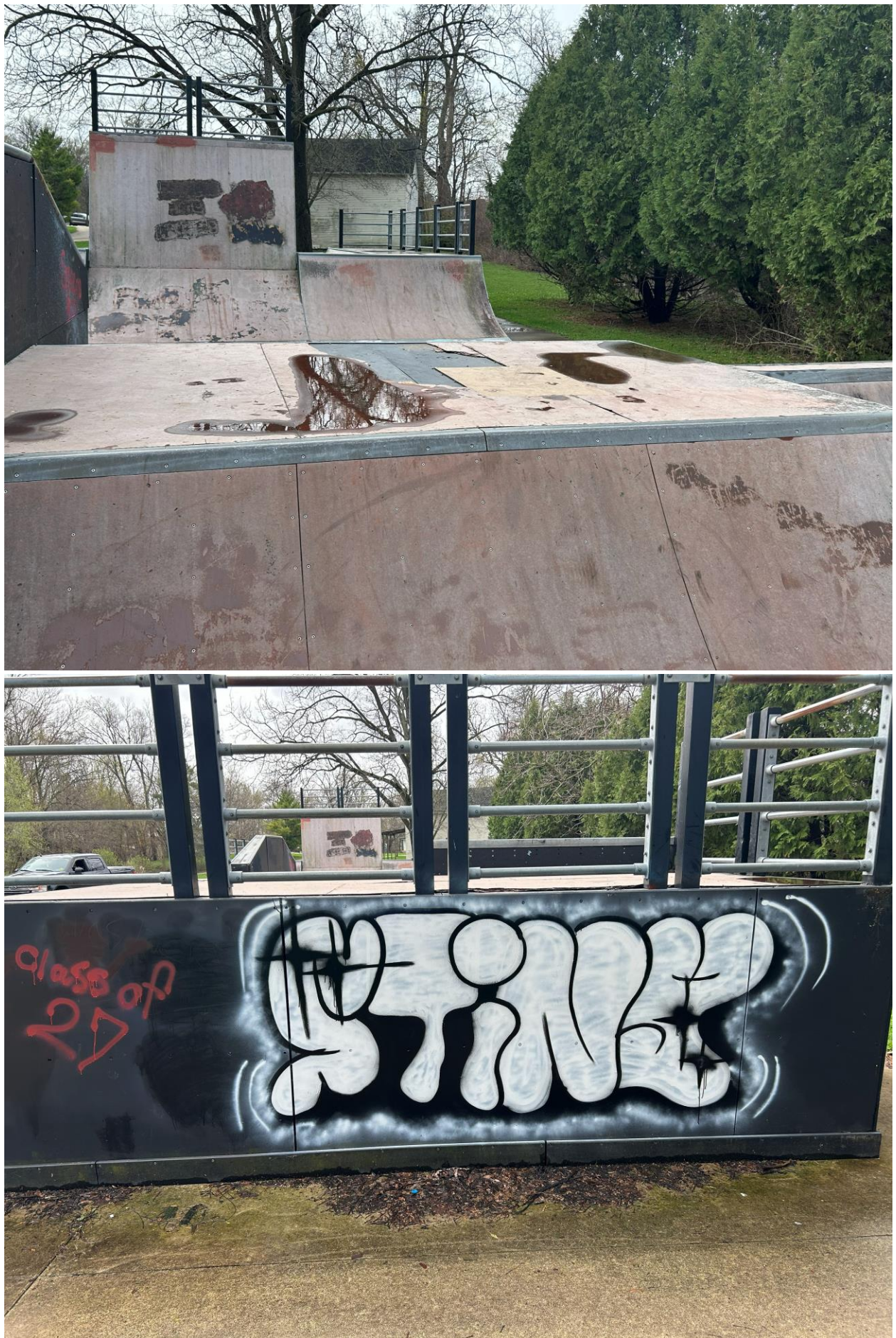
The total cost for repairs and improvements to the Brewery Hill Park skatepark is estimated at approximately \$10,000. The City’s Skate Park Fund currently has a balance of \$5,433, which will be utilized first toward the project. The remaining costs will be covered through the Parks Maintenance budget. To date, \$4,635 has been expended for the purchase of twenty (20) sheets of specialized ramp surfacing material.

STAFF RECOMMENDATION

Staff recommends that the City Council support the planned repairs and improvements to the Brewery Hill Park skatepark, including the replacement of ramp surfaces, site amenities, and overall restoration efforts. These improvements will enhance safety, usability, and the overall condition of the facility. Staff further recommends continued implementation of the monthly inspection program to ensure ongoing maintenance and long-term sustainability of the skatepark.

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

Photos



Item 14.



Item 14.



Council Agenda Item

Meeting Date:	April 21, 2026
Agenda Item:	Sanitary Collection System Maintenance Items- 2026
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

BACKGROUND

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

As part of our ongoing efforts in 2026, the Wastewater Utility will be contracting for several different services to maintain our sanitary sewer collection system. Those services include televising (CCTV), installation of cured in place pipe (CIPP) spot repairs, and CIPP manhole to manhole repairs. As in the past, quotes have been obtained from qualified contractors who have routinely provided quality services at the lowest per unit price. Of note, the cost per lineal foot to televise has risen significantly.

	Great Lakes	Aqualis	Visu Sewer
CCTV (28,500' sewer/7000' Interceptor)	\$25,720 (\$0.62/ft sewer \$1.15\$/ft interceptor)	\$36,550 (\$0.72/ft sewer \$2.29/ft interceptor)	N/A
CIPP- Spot Repairs	\$19,830 (quoted one more repair than Aqualis)	\$18,991	N/A
CIPP- MH to MH (1,621')	N/A	N/A	\$69,703

Televising will consist of approximately 28,500' of sanitary sewer and about 7,000' of interceptors. The interceptor cost is higher due to increased pipe diameter as well as accessibility issues.

*Please note Aqualis had quoted a larger televising area which is why their quote shows over 60,000' of pipe. Due to their higher cost/foot they were asked to revise their original quote.

Spot Repairs will consist of 3 spot repairs and grouting and sealing efforts.

1,621 feet of 8" liner will be installed on 5 sewer sections.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Public Works Committee recommended awarding the work for the CCTV project and CIPP spot repair project to Great Lakes TV Seal and the MH to MH CIPP liner project to Visu Sewer at their April 14, 2026 meeting.

FINANCIAL IMPACT

(If none, state N/A)

These maintenance activities are funded annually through the Wastewater Utility Sanitary Sewer Repair/Replacement Fund (SRRF). \$125,000 was budgeted into this account for 2026 maintenance items.

STAFF RECOMMENDATION

Staff recommends a motion to award the CCTV project and CIPP spot repair project to Great Lakes TV Seal Inc in the amount of \$45,550.00, and award the MH to MH CIPP liner project to Visu Sewer in the amount of \$69,703.00.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Great Lakes Quote
2. Aqualis Quote
3. Visu Sewer Quote



3600 Kewaunee Road
 Green Bay, WI 54311
 Phone: (920)863-3663
 Fax: (920)863-3662

Quotation

Quote Number:
27692

Quote Date:
Mar 17, 2026

Quoted to:

CITY OF WHITEWATER
 P.O. Box 178
 312 W. Whitewater Street
 Whitewater, WI 53190

Page:
1

Quote Good Thru	Payment Terms	Sales Rep
4/16/26	Net 30 Days	

Description	Unit of Measure	Quantity	Unit Price	Extension
2026 SANITARY SEWER TELEVISIONING AND REHAB	.			
ZONE 5	.			
PIPE INSPECTION	FOOT	28,500.00	0.620	17,670.00
INTERCEPTOR INSPECTION	.			
PIPE INSPECTION	FOOT	7,000.00	1.150	8,050.00
REHAB	.			
MOBILIZATION/DEMOBILIZATION - GROUT UNIT AND CREW	EACH	1.00	1,515.000	1,515.00
MOBILIZATION/DEMOBILIZATION - JET VAC AND CREW	EACH	1.00	1,515.000	1,515.00
MOBILIZATION/DEMOBILIZATION - ROBOTIC CUTTER AND CREW	L SUM	1.00	1,350.000	1,350.00
MOBILIZATION/DEMOBILIZATION - LINING EQUIP. AND CREW	EACH	1.00	1,350.000	1,350.00
E CRAVATH 33-4 TO 34-4 220'	.			
8"X4' CIPP POINT REPAIR	EACH	1.00	2,550.000	2,550.00
E MAIN TO EAST MILWAUKEE 20-1 TO 19-1	.			
8"X4' CIPP POINT REPAIR @ 186.7'	EACH	1.00	2,550.000	2,550.00
TRIM LATERAL AT 185'	EACH	1.00	425.000	425.00

Please notify Great Lakes within 30 days if the quotation is accepted and the above prices will be honored. This acknowledgment will enable us to schedule your work more efficiently. If prevailing wages apply - this quote will be adjusted accordingly. Bond fees and/or additional insurance requirements are not included in the quoted price. If applicable, add the amount(s) to this quote.

Subtotal	Continued
Sales Tax	Continued
Total	Cont

Item 15.

115



3600 Kewaunee Road
 Green Bay, WI 54311
 Phone: (920)863-3663
 Fax: (920)863-3662

Quotation

Quote Number:
27692

Quote Date:
Mar 17, 2026

Quoted to:

CITY OF WHITEWATER
 P.O. Box 178
 312 W. Whitewater Street
 Whitewater, WI 53190

Page:
2

Quote Good Thru	Payment Terms	Sales Rep
4/16/26	Net 30 Days	

Description	Unit of Measure	Quantity	Unit Price	Extension
REINSTATE LATERAL(S) (IF NECESSARY)	EACH	1.00	350.000	350.00
W PECK 35-7 TO LAMP HOLE 33-7 (WE CAN MAKE AN ATTEMPT)	.			
8"X4' CIPP POINT REPAIR	EACH	1.00	2,800.000	2,800.00
S GREEN ST 7-2 TO 6-2	.			
SEAL LATERAL CONNECTION AT 155' (ATTEMPT)	EACH	1.00	2,500.000	2,500.00
SEAL JOINT(S) 38, 46, 67, 70, 87, 93, 96, 105, 16, 138, 147, 155 AND ANY OTHER LEAKING JOINTS	EACH	13.00	225.000	2,925.00
WE CAN NOT GUARANTEE COMPLETION OF THE TELEVISIONING IN 2026 - WE HAVE TAKEN AT LEAST 8 MONTHS OF WORK IN THE FIRST QUARTER SO FAR.	.			
WE SHOULD BE ABLE TO ENTERTAIN THE REHAB FOR SURE	.			

Please notify Great Lakes within 30 days if the quotation is accepted and the above prices will be honored. This acknowledgment will enable us to schedule your work more efficiently.

If prevailing wages apply - this quote will be adjusted accordingly. Bond fees and/or additional insurance requirements are not included in the quoted price. If applicable, add the amount(s) to this quote.

Subtotal	45,550.00
Sales Tax	
Total	45,550.00

Item 15.

116



Formerly Northern Pipe, Inc.

2094 County Road QQ
 Green Bay, WI 54311
 Phone (920) 655-8049
 atierney@aqualisco.com
 www.aqualisco.com

Quote

Date	Quote #
2/26/2026	2066

City of Whitewater
 150 E. Starin Rd.
 Whitewater, WI 53190

Quote Good Thru	Payment Terms		Sales Rep	
3-6-2025	Net 30		AWT	
Description	Unit of Measure	Quantity	Unit Price	Total
City of Whitewater - 2026 Sewer CCTV				
Sanitary Sewer CCTV	Foot	60,535	0.72	43,585.20
Sanitary Sewer CCTV - interceptor - south and east of zone 6	Foot	2,400	2.29	5,496.00
Project is slated for spring completion.				
If, for any reason, Aqualis is unable to televise any segment of pipe, a charge of \$295.00 per hour will apply until the crew resumes televising. A re-mobilization fee may also be assessed for additional work caused by dirt, deposits, roots, or similar obstructions.				
Upon completion of the televising the customer will receive the CCTV reports and video via electronic link. One hard copy at customer's request.				
A representative from Aqualis will review all cctv video in order to flag sewer repairs - including laterals and manholes.				
This proposal serves as an estimate for completion of the work and can be adjusted to take into consideration any unforeseen circumstances.				

Please notify Aqualis within thirty days if the quotation is accepted. All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will

an extra charge over and above the estimate. If prevailing wage apply - this quote adjusted accordingly. Bond fee and/or additional insurance requirements are not included in the quote amount. If applicable, add the amount (s) to this quote.

Total	\$49,081.20
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Item 15.



Formerly Northern Pipe, Inc.

2094 County Road QQ
 Green Bay, WI 54311
 Phone (920) 655-8049
 atierney@aqualisco.com
 www.aqualisco.com

Quote

Date	Quote #
2/26/2026	2068

City of Whitewater
 150 E. Starin Rd.
 Whitewater, WI 53190

Quote Good Thru	Payment Terms	Sales Rep		
3/6/2027	Net 30	AWT		
Description	Unit of Measure	Quantity	Unit Price	Total
City of Whitewater 2026 Sewer Repairs				
E. Craveth MH33-4 to MH34-4 - install 4' x 8" spot repair over broken pipe at 220.4' (soil visible)	Each	1	3,845.00	3,845.00
E. Main to E. Milwaukee MH20-1 to MH19-1 - robotic cut intruding tap at 185.1', remove deposit at 192.3', install 2' x 8" spot repair over hole at 186.7', install 2' x 8" spot repair over joint at 192.3'	Lump Sum	1	8,505.25	8,505.25
W. Peck MH35-7 LH to MH33-7 - install 4' x 8" spot repair over broken pipe at 93.5' - lamp hole cleanout - need to ensure access prior to repair installation	Each	1	6,640.75	6,640.75
S. Green St. - unable to repair due to angular PVC pipe restricting access. N. Esterly - unable to repair due to host pipe being 6" - equipment unavailable				
Project is slated for spring completion.				
This proposal serves as an estimate for completion of the work and can be adjusted to take into consideration any unforeseen circumstances.				
If approved, please sign and return.				

Please notify Aqualis within thirty days if the quotation is accepted. All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will

an extra charge over and above the estimate. If prevailing wage apply - this quote adjusted accordingly. Bond fee and/or additional insurance requirements are not included in the quote amount. If applicable, add the amount (s) to this quote.

Total	\$18,991.00
--------------	--------------------

Item 15.

Proposal

To: Ben Mielke
City of Whitewater
109 CTH U
Whitewater, WI 53190
262-458-2811

From: Mike Olsen
Visu Sewer, LLC.
W230 N4855 Betker Dr.
Pewaukee, WI 53072
262-695-2340

Date: 2/23/2026

Project: 2026 Sanitary Sewer CIPP Installation

Visu-Sewer is pleased to provide the following quotation for CIPP installation:

Install 1,621 linear feet of 8" National Liner @ \$43.00 per linear foot \$69,703.00

The above listed price is based on a video inspection dated 3/23/2016 and assumes the current pipe conditions are suitable for CIPP installation. Pricing includes:

- Labor, material, and equipment.
- Mobilization and Traffic Control
- One (1) pass jet cleaning and televising of sewers prior to installation.
- Bypass pumping of existing flow.
- Installation of National Liner per manufacturer's instructions, ASTM 1216.
- Reinstatement of thirty-one (31) active service connections
- Televising sewers after installation.

NOTE: Due to volatility in material pricing and availability this proposal is valid for 30 days from the date of origination. If a signed proposal has not been received within 30 days price(s) may be adjusted upon mutual agreement, or the proposal may be withdrawn by either party.

The City of Whitewater shall provide: drivable equipment access to all manholes, water from nearby hydrants (without charge), a dump site for captured debris, and traffic control beyond cones and signs. If needed, removal of obstructions (e.g., roots, deposits, and protruding taps) will be completed at a T&M rate of \$335.00 per hour. If needed, grouting of active leaks and heavy cleaning with a vactor will be quoted separately. Mobilization and/ or time on site will be billed at a T&M rate of \$335.00 per hour for pipe sections not suitable for CIPP installation. Thank you for the opportunity to quote on this project. Please do not hesitate to call if you have any questions.

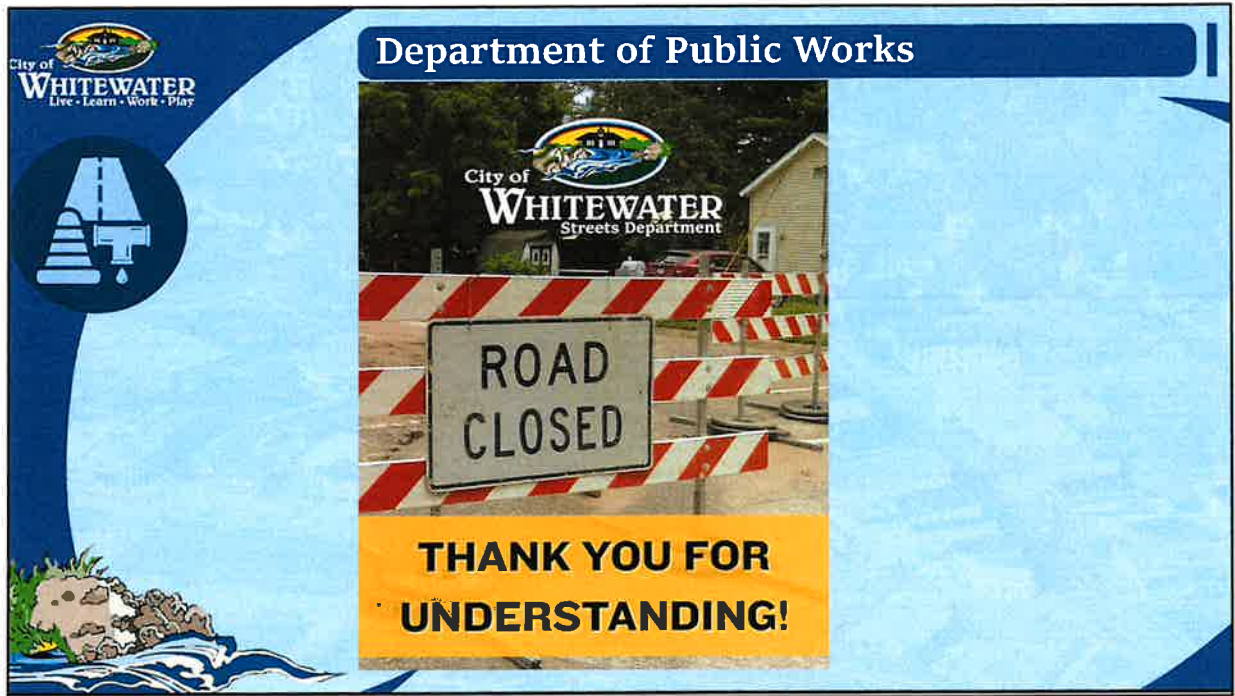
All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to standard practices or specifications submitted. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. The owner to carry fire, tornado, and other necessary insurance. If a collapse of the original pipe results during the lining process, Visu-Sewer, LLC. will not be held liable for costs associated with excavation, repairs, or restoration. Our workers are fully covered by Workmen's Compensation Insurance. Time and material rates are charged "port to port". This proposal may be withdrawn if not accepted within 30 days of issue. Terms - Net 30 days.

Acceptance of Proposal

The above prices / conditions are satisfactory and are hereby accepted. Visu-Sewer, LLC. is authorized to do the work as specified.

Date: _____ Signature: _____





Highlights

Tis the season, Construction season:

STH 59 – The contractor is working on replacing pedestrian ramps and installing temporary signals at the Highway 12 intersection. Asphalt milling on phase 1 is anticipated to start the week of April 20.

Putnam Street – The contractor started installing water main the week of April 13. Once water main is completed, the contractor will start on storm sewer.

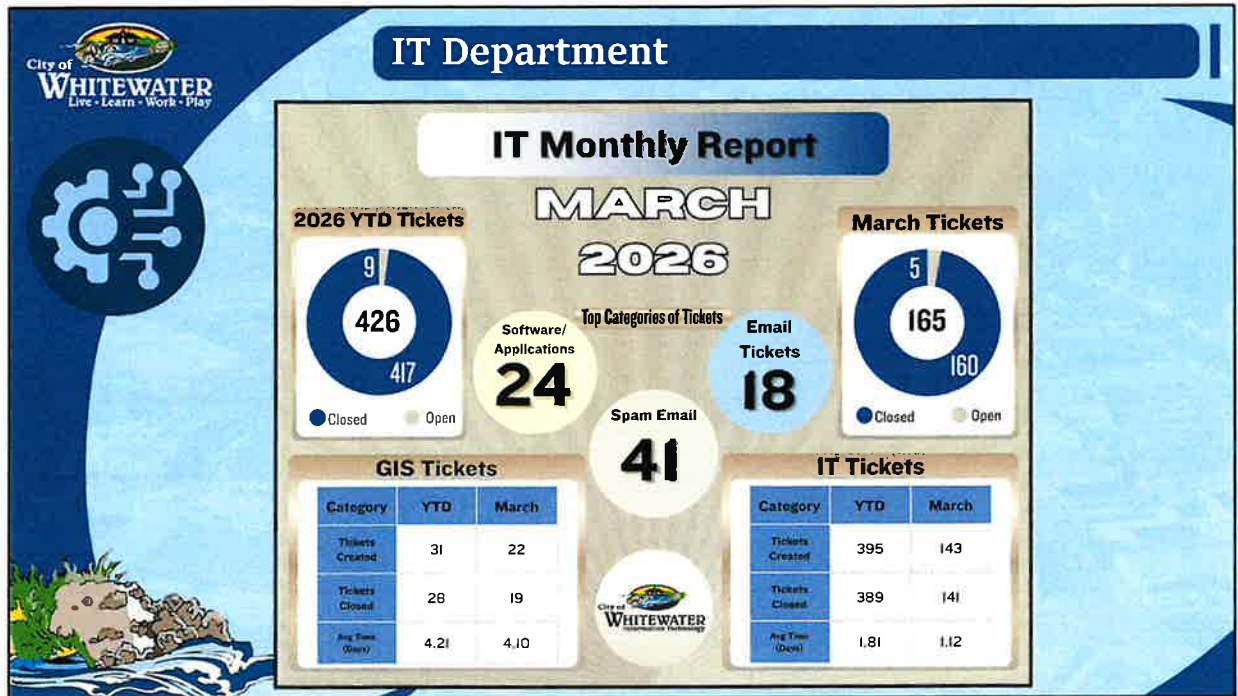
In the Street Department staff helped clean up a cattail blockage along Whitewater Creek near the Skateboard area. The blockage was causing the creek to back up almost 2 feet. Other work included picking up bagged yard waste from residents, catch basin cleaning, street sweeping, patching potholes, unloading trees for spring planting, and ballfield clean up and prep.

In the Water Department three staff attended training in Jefferson. Work included backwashing filters and sampling, locating mains at the High School, residential meter replacements and meter testing, preparation for

hydrant flushing the week of April 20, and distributing disconnect notices.

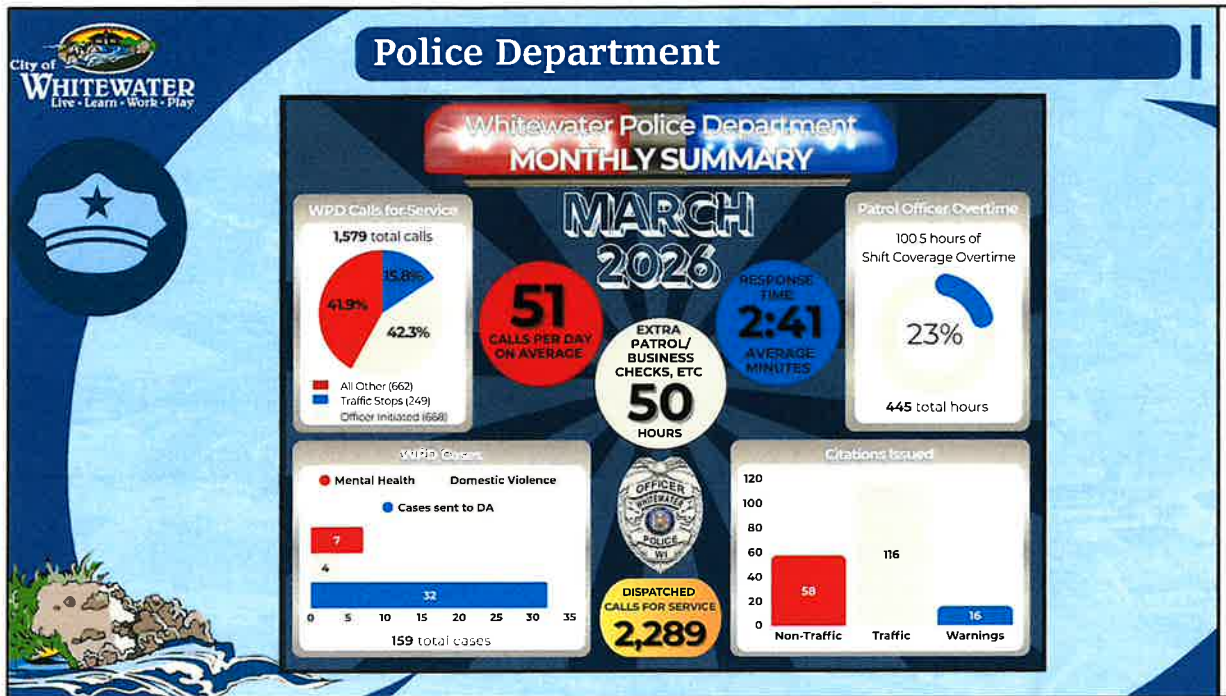
In the Wastewater Department, staff cleaned the weirs on the secondary clarifiers, installed new ballasts on the UV Disinfection system, cleaned the post aeration and UV channels in preparation of the UV Disinfection system installation, and helped with lift station generator maintenance.

******On Thursday April 16, 2026 the Wastewater Facility was treating a flow of 6 MGD (million gallons/day). On a typical day the flow is 1.3 MGD.**



Highlights

March showed a lower overall ticket volume compared to the year-to-date totals, with 165 IT tickets and 22 GIS tickets, indicating a lighter workload. Despite this, performance improved, as reflected in faster average resolution times and a very low number of open tickets (only 5), demonstrating strong efficiency and backlog control. Email and spam-related work remained a noticeable portion of activity, suggesting an opportunity for further automation or filtering. Overall, the month reflects effective operations with quicker turnaround and minimal outstanding work.



Highlights

The Police and Fire Commission met and formally promoted Blake Dorman (Door-man) to Patrol Lieutenant (photo included). Lt. Dorman (Door-man) joined the Whitewater Police Department in 2020 and has made significant, positive contributions to both the department and the Whitewater community. He serves as a Field Training Officer, Defensive Tactics Instructor, member of the Search Warrant Response Team, and the Drone Team Coordinator. Beyond his operational roles, Lt. Dorman has proven to be an excellent mentor and a positive role model for our staff. His professionalism, leadership, and commitment to service make him an outstanding fit for this new position. Please join us in congratulating Lt. Dorman as he steps into his new role as Patrol Lieutenant!

The PFC also approved the hiring of Riley Fitzgerald (Fitz-jair-uhld) , Alicia Radtke (Rad- Key), and Jacob Ihm (I-M) (current CSO) as Patrol Officers subject to the successful completion of a medical physical and psychological examination.

SRO Ellis (El-iss) attended the Whippet Pathways Day at Whitewater High

School at Whitewater High School. The event is geared toward career development.

SRO Ellis and Detective Monson (Mon-son) attended the International Children's Day event at Lincoln Elementary.

Details

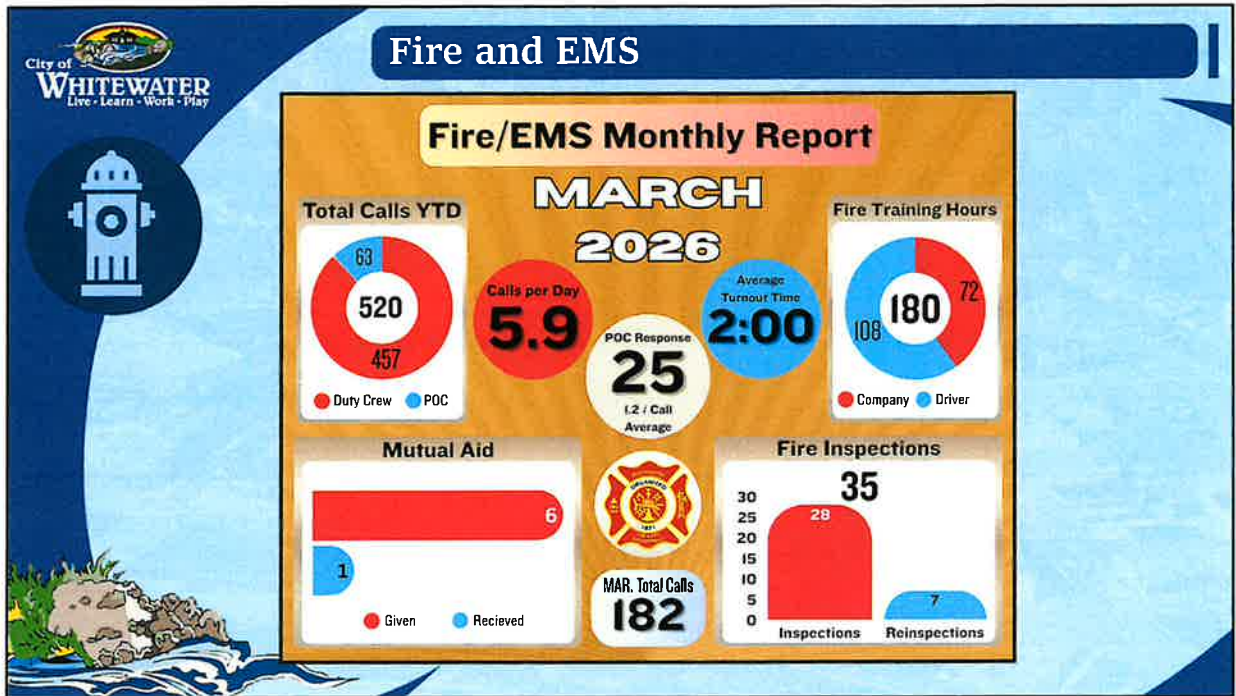
Sworn staff attended legal updated provided by Walworth County District Attorney Zeke Wiedenfeld.

Captain Vander Steeg proctored the written tests for our Patrol Officer hiring process. Those applicants who pass the test will move on to the interview stage of the process.

Chief Meyer attended the WIPAC (Wisconsin Police Accreditation Coalition) meeting in Middleton.

PD staff assisted Chief of Staff, Becky Magestro, in delivering Meals on Wheels to our local residents.

Chief Meyer presented a police department spring update at the Bassett House. PD and HR staff held patrol officer interviews. Top applicants will move on to the background stage of the hiring process after interviews.



Highlights

March 5-11

Staff responded to 44 calls for service, making the daily average of 6.2 calls for service each day.

6 calls for service required POC response. Average POC response for All Calls was 1.1 per call.

Mutual Aid was requested three times from Whitewater during this time, and we did not request Mutual Aid.

March 12-18

Staff responded to 40 calls for service, making the daily average of 5.7 calls for service each day.

8 calls for service required POC response. Average POC response for All Calls was 0.8 per call.

Mutual Aid was requested once from Whitewater during this time, and we requested Mutual Aid once.

March 19-25

Staff responded to 39 calls for service, making the daily average of 5.1 calls

for service each day.

5 calls for service required POC response. Average POC response for All Calls was 1.0 per call.

Mutual Aid was requested once from Whitewater during this time, and we did not request Mutual Aid.

March 26-April 1

Staff responded to 38 calls for service, making the daily average of 5.4 calls for service each day.

4 calls for service required POC response. Average POC response for All Calls was 1.25 per call.

Mutual Aid was requested twice from Whitewater during this time, and we did not request Mutual Aid.

Whitewater responded with an Engine and a Chief to Fort Atkinson for a working structure fire.

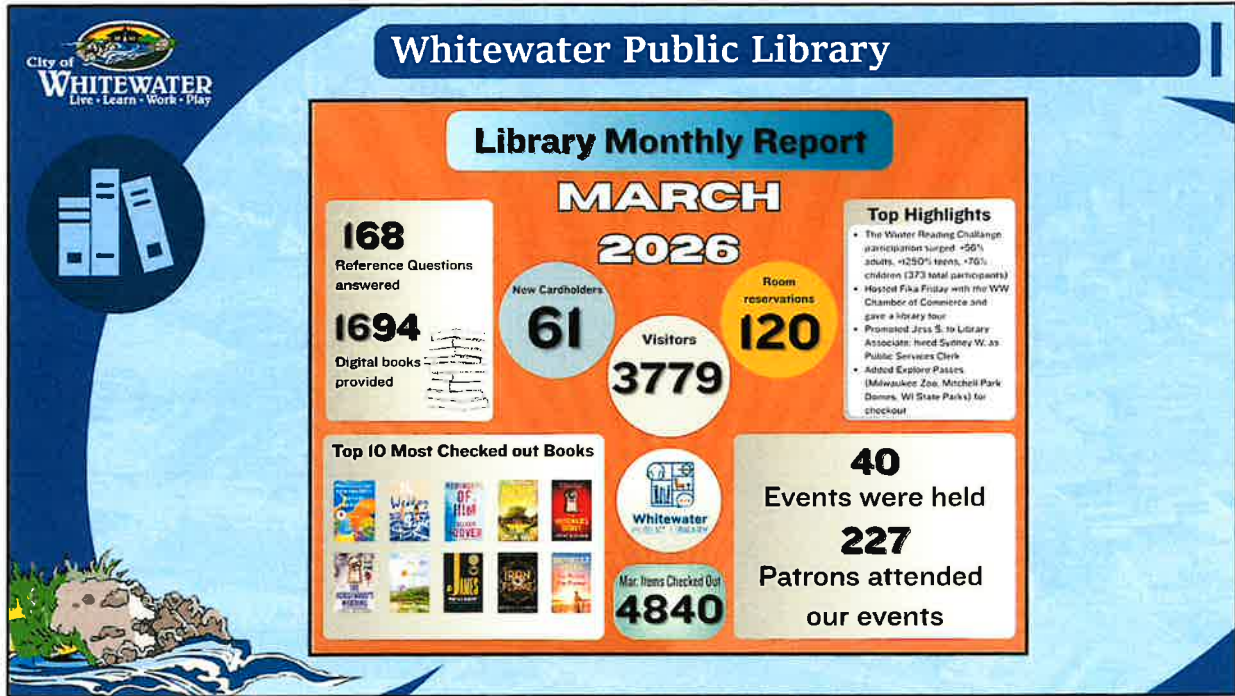
Sunday, March 29th Whitewater was requested to Jefferson with an Ambulance for Change of Quarters. A pass was taken due to the Engine and Chief being at the Fort Atkinson structure fire.

1 candidate interviewed with the PFC for the eligibility list.

2 sessions of fire extinguisher training was held for the Whitewater Police Department.

FF/AEMT Tim Girard (Ger- Ard) completed his 1-year probationary period.

Details



Highlights

Sarah French (FUR- Ench) was presented with an Exemplary CBL Partner award for exceptional involvement in UW-Whitewater’s Community-Based Learning Program 2025-2026.

43 people attended the Badger Talks: Low Brass Ensemble Performance on Friday evening, April 10. A collective of the Trombone Choir and Tuba/Euphonium Ensemble, the ensemble performed original compositions, transcriptions, and arrangements across genres, showcasing the expressive potential of low brass in every form

The library received a \$500 donation from a community member to be used to keep our Little Free Pantry stocked with food.

Details

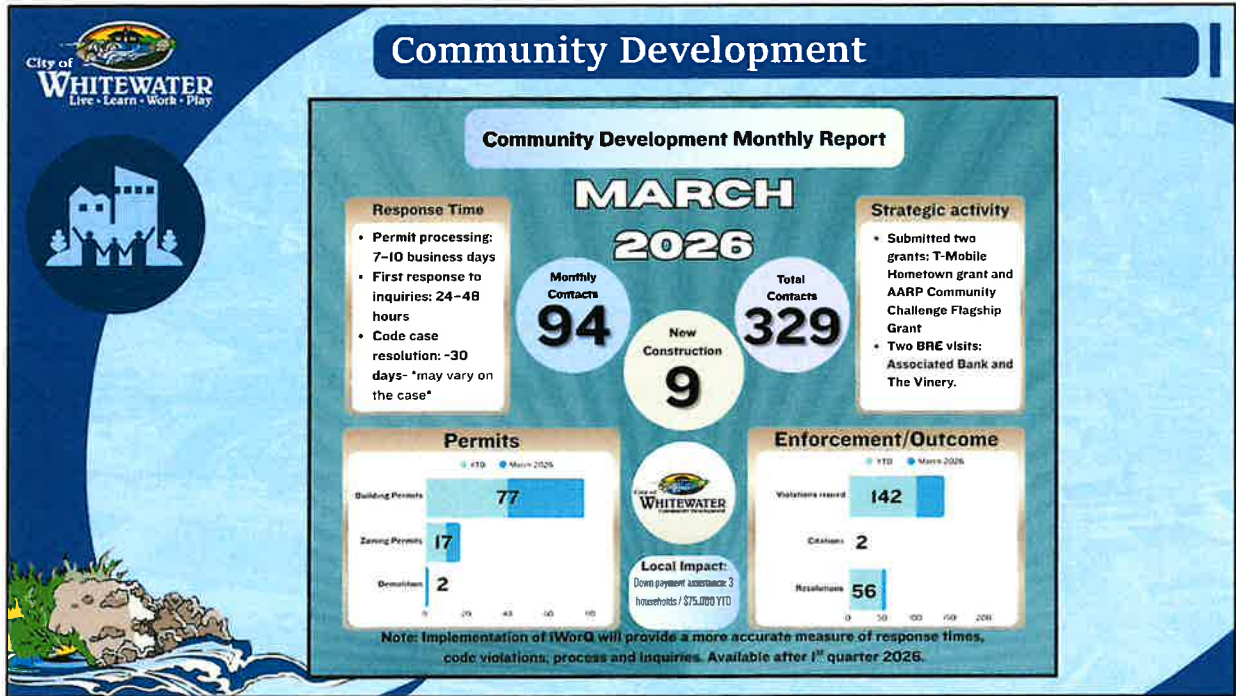
Diane Jaroch successfully completed the Leadership Action Series Class provided by CVMIC on April 1.

We are coordinating with the UW-W Student Involvement for Make a Difference

Day on Friday, April 24. We were able to host our first Memory Café in the new library on April 13. The topic this month was Tabletop Games. Jess Schmid, our new Library Associate, led the program.

A Memory Café is an informal social gathering for those living with early-stage memory loss and their care partner. Our library is part of the Library Memory Project, an initiative of the Bridges Library system. The Whitewater Public Library hosts three Memory Cafés a year

Families were invited to the library on Saturday, April 11 for "Family Jams," a memorable music & movement experience presented by Noelle Larson of Circle of Song Music Therapy. Kids and families explored world instruments in the "Instrument Lab," danced and moved to expressive music, and made music together. There were 21 participants.



Highlights

Business Pitch Competition: The Community Development Director served as a judge at the Warhawk Business Pitch Competition at the Innovation Center. Six UW-Whitewater students business ideas, and the top three received funding to support their startups.

Comprehensive Plan Update: RDG is in Whitewater this week leading public design workshops and meeting with stakeholders as part of the 2017 Comprehensive Plan update. The Advisory Work Group meets Wednesday at 4:00 PM. This plan will guide the city’s future growth.

Habitat Ground Blessing: Habitat for Humanity of Walworth County held a ground blessing for a four-unit affordable housing project near East Main and East Milwaukee Streets. The project redevelops blighted property, and Habitat is exploring additional infill opportunities with the city.



Highlights

Baile (Ba- Lee) Folklorico: Join us on May 5th at the Starin Park Community Building at 5:00pm for a special **FREE** performance you won't want to miss! This marks the debut of our brand-new program Baile Folklorico, and our talented participants are excited to take the stage and show off everything they've been working so hard to learn. From their very first steps to now, their growth has been incredible—and they're ready to shine!

FUNctional Fitness :Every Tuesday and Thursday at 9:30 located at the Starin Park Community Building, we hold a mild to moderate aerobic exercise class. The past 2 months we have had at least 20-25 ladies coming to exercise.

Facilities:

Details

Field Clean Up Day: On Saturday , April 11th the parks and recreation department hosted a field clean-up day at Starin Park to prepare the park for the first

tournament of the year, Play for Trey. 17 dedicated individuals spent the day beatifying the park and ball diamonds.

WAFC Birthday Parties: Did you know we offer packages for Birthday Parties! Call Whitewater Aquatic and Fitness Center at 262-473-4900 for more details on the party package available.



Highlights

The City of Whitewater will be recognized as a Family Friendly Workplace, with a plaque presentation scheduled for April 30, 2026, at 10:00 a.m. in the Community Room. Council members are invited to attend this special recognition.

HR staff also supported the April 7, 2026 Election, assisting with the processing of approximately 670 absentee ballots at Central Count. We look forward to seeing how participation compares in November.

Anniversaries

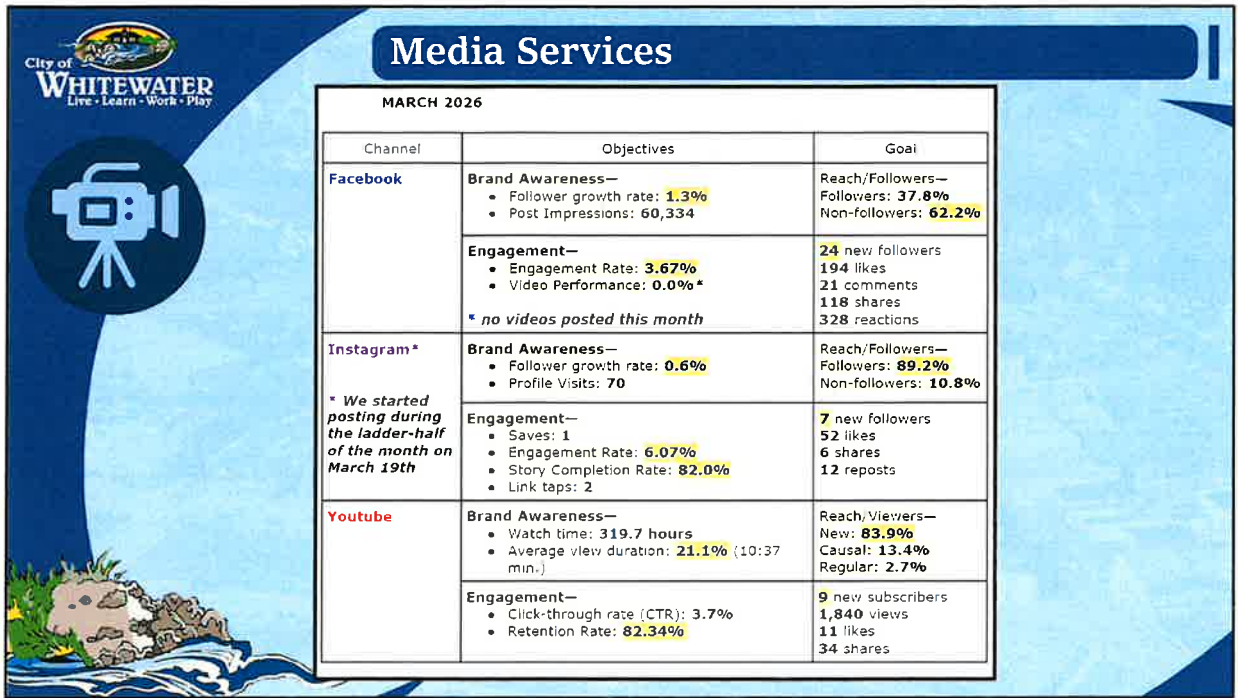
We would like to congratulate the following employees with work anniversaries in the month of April:

- Brandon Taylor (PD) – 6 years
- Sara Marquardt (HR) – 3 years
- Sean O’Flanagan (FD) – 3 years
- Ryan Aldrich (PD) – 3 years
- James Garcia (PD) – 3 years
- Becky Magestro (Admin) – 2 years

Hope Kriegel (Library) – 2 years
Dylan Hake (Facilities) – 2 years
Kevin Gowan (PD) – 1 year

We truly appreciate all you do!

Retention



Highlights

March 2026 performance shows strong momentum across platforms, with Facebook driving high visibility and reaching a broad audience beyond current followers. Instagram is off to a promising start, delivering the highest engagement rate and strong story completion early on. YouTube stands out for high watch time and excellent retention, indicating that viewers are highly interested in the content. Overall, the data reflects effective, relevant messaging and a solid foundation to build continued audience growth.



- Here are some photos of our community members coming together to help clean up Treyton's Field. Thank you to everyone who pitched in—we appreciate your support!



Around Whitewater

	WW	Twin Oaks MHP	TOTAL
Number of letters issued this month	17	1	14
Animal Nuisance	4	1	10
Animal Welfare	4	0	4
Citations	0	0	0
Status	50	9	59
Pending	34	7	37
Admon.	16	8	22
Field	0	0	0
Closed	15	0	15
New orders issued this month	11	1	12
Unsanitary Debris	4	0	4
Junk Vehicle	0	0	0
Repairs	0	0	0
Permit	0	1	1
Dangerous Trees	0	0	0
Weeds	0	0	0
Illegal Parking	0	0	0
Signs, Flags, etc.	1	0	1
Nuisance	4	0	4
Breakdown of all Open orders	54	17	66
Unsanitary Debris	12	2	14
Junk Vehicle	1	1	2
Repairs	21	6	27
Permit	12	7	15
Dangerous Trees	0	0	0
Weeds	0	0	0
Illegal Parking	0	0	0
Signs, Flags, etc.	2	0	2
Nuisance	8	0	8

Above are our Municipal Court numbers for the month of March. The data reflects a steady workload, with a higher number of cases currently in progress compared to those closed. Most activity continues to center on repairs and permit-related issues, rather than smaller nuisance concerns like weeds or parking. Enforcement has largely remained in the earlier stages, with no citations issued, which may present an opportunity to evaluate how cases progress toward resolution. The majority of activity is concentrated in WW, with a smaller portion coming from Twin Oaks MHP.




Contact Info




For Questions or concerns:
Becky Magestro
Chief of Staff
262-473-0101
bmagestro@whitewater-wi.gov


For questions or concerns- reach out to Becky Magestro, Chief of Staff, 262-473-0101 or bmagestro@whitewater-wi.gov



Contact Info



John S. Weidl
City Manager
City of Whitewater



As always, I am John Weidl, City Manager of Whitewater.



Proclamation

WHEREAS, Asian American and Pacific Islander Heritage Month is an opportunity to commemorate the immigration of the first Japanese to the United States on May 7, 1843, and to mark the anniversary of the completion of the transcontinental railroad on May 10, 1869; and

WHEREAS, the observance began in 1979 when Rep. Horton introduced a House Joint Resolution proposing the President would “proclaim a week, which is to include the seventh and tenth of the month, during the first ten days in May of 1979 as Asian/Pacific American Heritage Week”. The joint resolution was passed by the House and Senate, which was signed by President Jimmy Carter on October 5, 1978, to become public law. At that time, the law amended the original language to say a proclamation should be issued for the “7-day period beginning on May 4, 1979, as Asian/Pacific American Heritage Week. In 1990, Congress expanded the observance to a month, and in 1992 became Asian/Pacific American Heritage Month; and

WHEREAS, the 2020 U.S. Census estimates that 2.5-2.6% of Whitewater’s population are Asian American and .04% are Native Hawaiian and Other Pacific Islander residents; and

WHEREAS, 1.1% of the students in the Whitewater Unified School District identify as Asian American and Pacific Islander; and

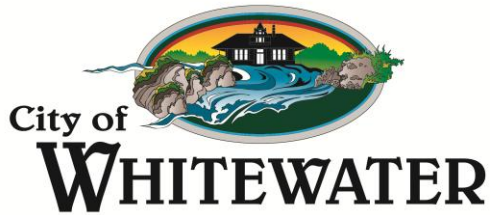
WHEREAS, 2.4% of the students at the University of Wisconsin-Whitewater in Whitewater, Wisconsin, identify as Asian American and Pacific Islander; and

WHEREAS, the City of Whitewater joins the rest of the nation in recognizing the unique and vital role in our economy, workforce, education, and faith communities these Asian American and Pacific Islander residents contribute.

NOW, THEREFORE, I, John Weidl, City Manager for the City of Whitewater, proclaims the month of May 2026 as Asian American and Pacific Islander Heritage Month in the City of Whitewater and encourages residents to observe this month.

Presented this 21st day of April, 2026.

John S. Weidl, City Manager



PROCLAMATION

ARBOR DAY

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, John, S Weidl, City Manager of the City of Whitewater, do hereby proclaim and urge all citizens to celebrate Arbor Day on Friday, April 24, 2026 and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 21st day of April, 2026.

A handwritten signature in cursive script that reads "John S. Weidl".

John S. Weidl, City Manager

Memorandum

To: Common Council

From: John Weidl, City Manager

Date: 4/10/2026

Subject- Recommendation on Incorporating Public Safety Review into City Commission Structure

A Council Member has asked whether public safety components such as considerations related to camera systems, crosswalks, and pedestrian and bicycle safety could be brought forward as a future agenda item, and how it might be incorporated into an existing committee structure.

Public safety considerations of this nature span multiple areas of responsibility, including law enforcement, infrastructure, and transportation. As a result, no single commission currently has sole ownership of these issues.

If the Council's intent is to refer this question to an existing body for further evaluation and recommendation, the most appropriate committee to consider whether and how to incorporate a safety component would be the Public Works Committee (or equivalent body overseeing infrastructure and transportation).

This is because:

- Public Works is responsible for crosswalks, roadway design, visibility, and right-of-way safety
- Many of the concerns raised (pedestrian movement, bicycle interaction, sightlines) fall directly within their technical and operational expertise
- The committee is already positioned to evaluate how safety considerations integrate with physical design and city infrastructure

The Police Department would remain a key partner in providing input, particularly related to enforcement and tools such as camera systems, but these functions are typically operational rather than governed by a standing advisory or policy commission.

The Pedestrian and Bicycle Advisory Commission may also provide valuable input; however, it serves in an advisory capacity under the Parks and Recreation Board and does not have primary authority over infrastructure or regulatory matters.

The Alcohol Licensing Committee, while more narrowly focused on alcohol regulation and compliance, could be utilized if the Council prefers to incorporate a safety component within that body. If so, this would likely be done by:

- Directing that certain applications or situations involving licensed premises include a safety review component

- Requesting input from Police and Public Works as part of the Committee's review process
- Incorporating safety-related considerations into the Committee's evaluation criteria where relevant to licensed activities

This approach would keep the Committee within its general regulatory function while allowing consideration of safety factors tied to specific circumstances.

Based on these considerations, if Council wishes to have a committee further vet the concept and provide a recommendation, referring the matter to the Public Works Committee, with input from Police and other relevant staff, would align most closely with existing roles and responsibilities.

Memorandum

To: Common Council

From: John Weidl, City Manager

Date: 4/10/2026

Subject- Public Art Committee and Whitewater Arts Alliance coordination

This memo is provided in response to a request from a council member to review the potential partnership and coordination between the Whitewater Arts Alliance and the Public Art Committee.

Public Art Funding

- At present, the City has very limited direct investment in public art. The primary City-funded installations have been traffic box.
- The majority of public art within the community has been funded and initiated by external partners, with a significant portion supported through Downtown Whitewater and similar organizations.
- There is currently no dedicated City budget for the ongoing purchase or expansion of public art.

Given this, any discussion regarding expanded collaboration, increased activity, or additional public art installations should be framed with the understanding that funding would likely need to come from external sources or require future budget direction from the Common Council.

Per Section 12.46.090 of the Municipal Code, the composition of the Public Art Committee already includes one representative from the Whitewater Arts Alliance as part of its five-member structure. As such, the ordinance currently establishes a formal connection between the Arts Alliance and the Public Art Committee, and no modification is required to allow for representation.

If the designated Arts Alliance seat is currently vacant, it may be filled through the standard appointment process outlined in Section 2.12.011. If the seat is filled, any effort to expand representation or formally restructure the committee would require an amendment to the ordinance.

Section 12.46.080 (Community Initiated Public Art) applies specifically to the submission and review of public art proposals and does not pertain to committee membership or structure.

Committee Activity

- The Public Art Committee was reconvened in October 2024.
- A total of 14 meetings has been scheduled since reconvening.

- The committee was unable to meet due to lack of quorum on January 9, 2025 and March 6, 2025.
- No meeting was held in July due to the holiday schedule.
- The December meeting was moved by one week to allow for quorum; otherwise, it would have been cancelled.
- Currently, the committee does not meet on a regular schedule and typically convenes only when requested by a member.

The existing ordinance already provides for Arts Alliance participation on the Public Art Committee. Current considerations appear to relate more to committee activity and funding capacity than structural changes. Any expansion of public art efforts will likely depend on external partnerships or future budget prioritization.



Council Agenda Item

Meeting Date: 04/21/2026

Agenda Item: Squirrel Trapping

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

BACKGROUND

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

The Whitewater Police Department received correspondence from a resident who is concerned about a neighbor trapping squirrels and chipmunks on their property. Current Whitewater ordinance 9.04.010 states the following:

“No person shall, within the limits of the city, harm or kill squirrels or pets at any time without first obtaining permission from the chief of police of the city. The humane nature of the method and duration of any trapping of squirrels shall be subject to the approval of the chief of police.”

In researching this topic, staff found an example of another municipality (City of Green Bay) that removed an ordinance in 2024 that restricted residents from hunting squirrels on their property. The reason for the change was that the Wisconsin DNR stated the ordinance contradicted state law which permits individuals to hunt and trap nuisance animals including squirrels on their property without a license.

No other examples of municipal ordinances limiting squirrel hunting and trapping on private property were found by staff. However, the Village of West Salem has an informational pamphlet that provides guidelines for residents that are consistent with DNR regulations. Local DNR representatives provided staff with nuisance wildlife guidelines which were included in the packet.

Given the outcome of the research, staff recommendation is to update the ordinance to follow DNR regulations. This could be accomplished by simply striking all of 9.04.010 as the protection of domestic animals (pets) is covered in 9.04.020.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

Recommend updating ordinance to follow DNR guidelines regarding squirrel trapping.

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

1. WW Ordinance 9.04.010
 2. Article – City of Green Bay ordinance
 3. Example pamphlet – Village of West Salem
 4. WI DNR Nuisance Wildlife Guidelines
-

Chapter 9.04 - DOMESTIC ANIMALS

Sections:

9.04.010 - Injury to squirrels and pets—Permission required.

No person shall, within the limits of the city, harm or kill squirrels or pets at any time without first obtaining permission from the chief of police of the city. The humane nature of the method and duration of any trapping of squirrels shall be subject to the approval of the chief of police.

(Ord. 1251 §1, 1993; Ord. 527 §1, 1964: prior code §15.07).

9.04.020 - Humane care and treatment of domestic animals.

- (a) Any person, firm or organization having custody or control of any domestic animal shall be required to humanely house, feed, water and give veterinary care to such domestic animal.
- (b) Any person, firm or organization who violates the provisions of this section shall forfeit and pay to the city a penalty of ten dollars for the first offense and twenty-five dollars for each subsequent offense.

(Ord. 693 §1, 1971: prior code §15.08).

9.04.030 - Penalty for violations.

Any person who violates any provision of this chapter shall be subject to a penalty of not less than fifty dollars or not more than two hundred fifty dollars for the first offense, together with the costs of prosecution; and for second and subsequent offenses the sum of not less than seventy-five dollars or not more than two hundred fifty dollars, together with the costs of prosecution.

(Ord. 983 §37, 1982).



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Wisconsin News

Squirrels now fair game for hunting in City of Green Bay... but only on your own property

May 22, 2024



Bad news for squirrels in the City of Green Bay. An ordinance that kept the furry critters protected from being hunted has been changed and homeowners can now hunt them if they are being a nuisance.



But the city wants to quickly clear up some questions about the altered ordinance. They say that box traps and archery are acceptable ways to hunt the squirrels but firearms of any kind, including pellet guns, are illegal to shoot within the city limits.

The change in the ordinance came after The Wisconsin DNR said Green Bay's former law that protected squirrels, violated state law. Under the law, land owners can hunt select animals, including squirrels on their property without a license.

Green Bay's city attorney office says the new ordinance will take effect a few days after Tuesday's city council meeting once fully approved.

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HUNTING OR TRAPPING

The following animals may be trapped or hunted.

- Beaver
 1. Landowner may remove a beaver dam.
 2. Only landowner may set traps on dam. Landowner may not contract out this service to an Agent.
 3. DNR permit is needed to remove a beaver lodge, active or vacant.

- Coyote
- Fox
- Raccoon
- Muskrat
- Rabbit
- Squirrel
- Skunk
- Opossum
- Weasel
- Starling/Sparrow



BEWARE

Wild animals that appear to be “drunk”, stagger as they walk, or appear disoriented may be infected with rabies. They also can be infected with tularemia or raccoon roundworm. All of these diseases can be transmitted to humans and are extremely harmful.



Village of West Salem

175 South Leonard Street
West Salem, WI 54669

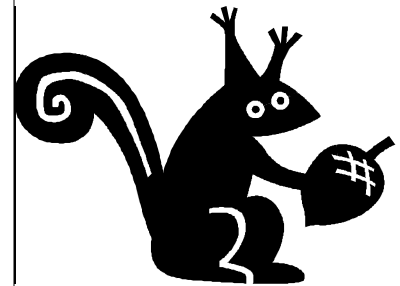
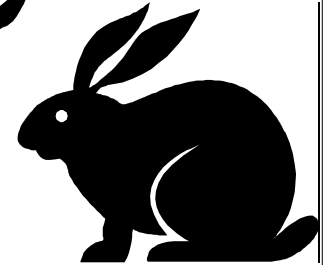
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Fax: 786-1988
Website: westsalemwi.com

Police Department
Phone: 786-0407
Website: westsalempolice.org



VILLAGE OF
WEST SALEM

NUISANCE WILDLIFE GUIDELINES



**DISCHARGING FIREARMS
PROHIBITED
IN VILLAGE**

The Village of West Salem Ordinance 2.01(A) Discharging Firearms and Guns Prohibited, states that “no person shall fire or discharge any gun, cannon, rifle, pistol, air gun or firearms of any kind, or use a slingshot within Village limits without having first obtained written permission from the Chief of Police.”

However, it is realized that occasionally a wild animal may take up residence on someone’s property. It may be injured or may be causing damage, and become a real threat to the property owner’s safety.

If this occurs, residents of the Village have several options to deal with their “critter”.

**STEPS A PROPERTY OWNER
MAY TAKE**

The following are options for the Village of West Salem property owner:

1. The landowner may trap the animal. If a wild animal is trapped, it can be relocated to private land only with landowner’s permission where it is to be released. The animal cannot be relocated to DNR controlled lands.
2. The landowner may shoot the animal, only with prior written permission from the West Salem Police Department.

The Department of Natural Resources does not require a hunting or trapping license in either case, but does require sanitary disposal of the carcass if it is shot. The fur, however, may be retained.

3. Call the West Salem Police Department, if the landowner does not care to trap or shoot the animal himself/herself. The Police Department is knowledgeable in dealing with these situations.
 4. The landowner may contract with a private company as “Agent” to deal with the animal. You can find listings in the Yellow Pages under “Pest Control Services” or the Police Department may have some suggestions in securing a reputable service. The contracted Agent would be required by the DNR to have a valid hunting/trapping license.
-

Nuisance Wildlife Guidelines

General Guidelines and Definitions:

- **Landowner:** The owner or occupant of any land, and any member of his or her family, may hunt or trap without license and subject to all other restrictions except seasons, hunt or trap on their own property for coyotes, beavers, foxes, raccoons, woodchucks, rabbits, and squirrels year-round. However, hunting is not allowed during the 24-hour period immediately preceding the gun deer season and coyotes may not be hunted in that area of the State closed to Coyote hunting during the gun deer season. s. 29.337(1)

- **Landowner Assistant:** All persons assisting a landowner (acting as an agent of a landowner) in the removal of animals causing damage must possess: NR 12.10(3)(c)
 -
 - a. Valid hunting license if shooting the animal or a valid trapping license if trapping the animal.
 - b. Written approval from the landowner.
 - c. Name, address and phone number of landowner.
 - d. Name, address and phone number of person removing wild animals.
 - e. Property location and removal activities.
 - f. Authorized time period of removal, species of animals authorized for removal
 - g. Signature of the landowner or lessee and date.

- **Animal Relocation:** Animals that have been live captured may not be relocated to DNR controlled lands. Persons must have permission from the landowner when relocating animals to private property. NR 12.10(1)(a)3., s. 169.04(2)(a)2.

- **Animal Carcass Care and Disposition:** Fur from fur bearing animals taken during the closed season may be retained by the trapper, landowner or agent and sold **only** if the harvest was authorized by a permit issued by the DNR and retention of the animal is authorized as a condition of the permit. Beaver, coyotes, foxes and raccoons retained by a landowner under s. 29.337, Stats. authority or an assistant trapping with written authorization (as described above) may retain and sell these species during the closed season. All other animals harvested during the closed season by agents of landowners cannot be retained and must be disposed of in a sanitary manner.

- **Trap Tagging Requirement:** Each trap used under a trapping license shall be tagged with a metal tag stamped with the name and address of the owner of the trap.

BEAVER DAMAGE CONTROL

- No permit is needed for landowner, lessee, or agent of landowner to hunt or trap beaver causing damage. NR 10.13(1)(a)1., 29.337(1)
- Landowners, lessee or agent of landowner (see definitions above) may remove a beaver dam. People who are an agent of the landowner must have written authorization by the landowner to remove the dam (see above requirements). NR 12.10(1)(b)(3)
- Only the landowner may set traps on a dam. This privilege cannot be transferred to an agent or employee. The exception to this is when the landowner is a corporation or municipality. In this situation an employee or elected official may set traps on a beaver dam. NR 10.13(1)(b)(5)
- A DNR permit is required to remove a beaver lodge, active or vacant. 29.885, 29.885(2)(b), 29.088(3), NR 10.13(2)(c)

Shooting Beaver

- Must comply with shooting hours (1/2 hour before sunrise to 20 minutes past sunset). NR 10.06(5)
- No artificial lights or shining are allowed. 29.314
- Must have a valid small game or sports license (landowner is exempt – see above). 29.024(1), 29.337(1)

Trapping Beaver

- May not trap with foot traps that have a jaw spread larger than 8 inches at any time and smaller than 5 ½ inches except during the open muskrat/mink season. NR 10.13(1)(b)9, 11
- Traps with teeth must be set underwater at all times. NR 10.13(1)(b)10
- May not trap with conibear type traps that have a jaw spread smaller than 6 ¾ by 6 ¾ inches except during the open muskrat/mink season. NR 10.13(1)(b) 11
- Snares must not exceed 5 feet in length and the diameter of the wire or cable may not exceed 1/8 inch. Each snare must have a relaxing mechanical lock and swivel. NR 10.13(1)(b) 13.b.
- Only residents may assist landowner/occupants and must have a trapping license except that nonresident landowners are exempt and may trap the listed species on their own property without a license. (see above) 29.337

MUSKRATS

- Landowners, occupants, and/or agents may without a permit trap or shoot muskrats that are causing damage to dikes, dams, shoreline or roadways. NR 12.10(1)(b)1(d)
- An agent of the landowner is also required to have a valid hunting/or trapping license when removing these animals (see above for agent requirements). NR 12.10(3)c, 29.024
- A landowner/occupant may solicit an agent to aid in the removal of muskrats when causing damage. NR 12.10(3)(c)

BATS

- Landowners, occupants, and/or agents may trap or shoot bats* that are causing damage. NR 10.04(3)
- Landowner/occupants are not required to have a hunting or trapping license to shoot or trap bats* on their own property. However, an agent of the landowner/occupant is required to have a valid hunting and/or trapping license when removing these animals (see above for agent requirements). NR 12.01(3)(c)
- A landowner/occupant may solicit an agent to aid in the removal of these animals when causing damage. NR 12.10(3)(c)

*The Indiana Bat (*Myotis sodalis*) is classified as an endangered species and is protected. No unauthorized person may shoot/trap this animal. NR 27.03

COYOTE, BEAVER, FOX, RACCOON, WOODCHUCK, RABBIT, SQUIRREL

- Landowners, occupants, and/or agents may trap or shoot these species when causing damage. s. 29.337(1)
- Landowners/occupants are not required to have a hunting or trapping license to shoot or trap these species on their own property, year-round. However, an agent of the landowner/occupant is required to have a valid hunting and/or trapping license when removing these animals (see above for agent requirements). 29.337, 29.024. NR 12.10(1)(b)1.c.
- A landowner/occupant may solicit an agent to aid in the removal of these animals when causing damage. NR 12.10(3)(c)

CROWS, COWBIRDS, GRACKLES, RED-WINGED BLACKBIRDS

- Neither state nor federal permit is required of any person to shoot or trap these birds when committing or about to commit damage upon agricultural crops, livestock, ornamental or shade trees or when constituting a health hazard. NR 12.05
- Landowners, occupants, and agents of a landowner are not required to have a hunting or trapping license for the removal of these birds when causing or about to cause damage.
- NOTE: Any person shooting or trapping the above-mentioned depredating birds shall permit at all reasonable times including during actual operations, any Federal or State agent/warden or other game law enforcement officer free and unrestricted access over the premises on which such operations have been or are being conducted; and shall furnish promptly to such officer whatever information he or she may require, concerning said operations. NR 12.05(2)(b)
- During the migratory bird, gun deer and crow seasons, migratory waterfowl and crow hunting hours apply only during the open season of the above-mentioned depredating birds. Hunting hours do not apply when removing these depredating birds during the closed seasons of migratory waterfowl and crow seasons unless there is an open gun deer season. NR 10.06
- Landowner/occupants may solicit an agent to aid in the removal of these animals when causing or about to cause damage. An agent is not required to have a hunting/trapping license; however, all other agent requirements apply (see above for agent requirements). NR 12.10(3)(c)

UNPROTECTED SPECIES

- Species included: Starling, English (House) Sparrow, coturnix quail, chukar partridge, opossum, skunk, weasel, and all other wild mammals not specifically mentioned in the hunting, trapping, and migratory game bird regulations. NR 10.04
- Landowners/occupants are not required to have a hunting or trapping license to shoot or trap these species, year-round, on their own property if these species are causing damage or nuisance. Agents of the land owner or occupant is required to have a valid hunting and/or trapping license when removing these animals. NR 10.04 Note, NR 12.10(1)(b) & (3)(c)
- Landowners/occupants may solicit an agent to aid in the removal of these animals (see above for agent requirements).
- Unprotected species, coyote, fox and raccoon may be hunted without hunting hour restrictions except:
 - a) During the bow bear and bow deer seasons when all hunting hours apply to all bow hunting. NR 10.06(8)(a)
 - b) During the regular gun deer season, when hunting hours apply to all bow and gun hunting. This restriction does not apply during the muzzleloader deer season. NR 10.06(8)(b)

SNAKES, REPTILES AND AMPHIBIANS

- Generally*, these three groups of animals are classified as unprotected species, however, there is a limit to the number of each species that may be taken or killed. NR 10.04, NR 16.12(3)(b), NR 19.275
- *Timber rattlesnakes, bullsnakes, black rat snakes and the racer snakes are protected and may not be killed, except that a timber rattlesnake may be killed in emergency situations involving an immediate threat to human life or domestic animals. It is requested that each person who kills a rattlesnake under this provision provide to the department no later than 48 hours after the kill, not to include Saturdays, Sundays and holidays, factual information related to the kill including the location, date of the kill and the name and address of the person who killed it. NR 10.02(9), NR 10.02(10)
- Landowners/occupants are required to have a fishing or small game approval to take or kill turtles and may only do so during the open season unless issued a nuisance or damage removal permit. Landowners/occupants are not required to have trapping or hunting license to trap and take or kill most snakes* or amphibians, year-round, on their own property. However, an agent of the landowner/occupant is required to have a small game, fishing and/or trapping license when removing these animals. 29.337, NR12.10(3)(c), NR 19.275(3)(a)
- No person may take frogs with the aid of a firearm or air gun. NR 19.26(2), NR 19.275(3)(b)
- Landowners may solicit an agent to aid in the removal of these animals (see above for agent requirements). NR 12.10(3)(c)

*Several species of snakes, reptiles and amphibians are classified as being threatened or endangered. Prior to removal, these animals must be property identified. If an animal is classified as threatened or endangered, it is then protected as described by NR 27.03.



City Council Agenda Item

Meeting Date:	April 21, 2026
Agenda Item:	Update on Food Pantry Lease
Staff Contact (name, email, phone):	Kevin Boehm, kboehm@whitewater-wi.gov , 262-473-0122

BACKGROUND

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

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

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

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

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

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

Operational and Maintenance Considerations

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

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

Documented repair costs include:

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

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

Policy Direction

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

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

This approach is intended to:

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

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

At its April 15, 2026 meeting, the Park Board discussed the proposed food pantry lease with representatives from the food pantry and provided direction to staff to explore an alternative location within the building. Specifically, the Board recommended evaluating the relocation of the pantry to the first-floor existing “kitchen” space, which would eliminate the need for costly elevator repairs.

As part of this direction, the Board requested that staff obtain cost estimates for removing existing cabinets and fixtures and installing a separate electrical service to make the space functional for pantry operations. The Board also recommended exploring opportunities for donated labor and materials to help offset the costs associated with preparing the space.

Additionally, the Park Board recommended that the City develop a formal policy governing long-term use of City facilities. This policy would establish a consistent process for leasing City spaces, including rate structures, potential discounts, and criteria for free or reduced-cost use. While the Parks Department currently maintains policies for short-term use related to events and activities, no formal policy exists for long-term occupancy arrangements.

The Park Board will review additional information and provide further direction at its May meeting.

FINANCIAL IMPACT

(If none, state N/A)

The financial impact of this proposal is currently undetermined. Costs associated with remodeling the existing “kitchen” space, including removal of cabinets and fixtures, as well as installation of a separate electrical service, have not yet been quantified. In addition, while there has been discussion regarding the potential for donated labor and materials, the availability and extent of such contributions remain unknown. Should donations not materialize, a funding source for these improvements has not been identified.

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

The full financial impact of ongoing occupancy is difficult to quantify with precision, as utilities and certain financial costs are shared across the entire facility. As a result, isolating exact costs attributable to

individual users is not feasible. However, it is evident that continuous, full-time use contributes to overall building expenses and operational impacts, particularly with respect to the use and maintenance demands placed on building infrastructure such as the elevator.

STAFF RECOMMENDATION

Staff recommends that the Common Council provide direction on the proposed food pantry lease, including whether to proceed with continued evaluation of the alternative first-floor location or to bring the item forward for Council consideration at this time.

The Park Board has provided initial direction to explore an alternative first-floor location and will be reviewing additional information, including cost estimates and feasibility, at its May meeting. Staff can proceed based on Council’s preference—either by continuing to evaluate the alternative location and returning with a formal recommendation following Park Board review, or by bringing the item forward for Council consideration.

Staff notes that the City currently charges rent or usage fees for similar long-term use of facilities. Consideration should be given to maintaining consistency and equity among organizations to avoid setting a precedent for no-cost use without clear policy justification.

Additionally, staff notes the importance of considering broader policy implications related to long-term use of City facilities, including consistency, fairness, and equity among organizations. Direction from Council on these considerations would help guide both this request and future requests of a similar nature.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

Proposed Lease agreement

LEASE
BETWEEN THE
CITY OF WHITEWATER

AND

WHITEWATER COMMUNITY FOOD PANTRY

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

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

ARTICLE 1
GRANT AND TERM

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

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

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

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

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

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

consent of Landlord.

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

ARTICLE 2 RENT

2.1 Rent. Tenant agrees to pay rents of \$400 per month to the City of Whitewater on or before the 1st day of each month.

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

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

ARTICLE 3 CONSTRUCTION AND ALTERATIONS

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

ARTICLE 4 MAINTENANCE, REPAIRS AND DESTRUCTION

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

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

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

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

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

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

ARTICLE 5 UTILITIES

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

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

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

ARTICLE 6 CONDUCT OF BUSINESS

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

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

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

ARTICLE 7 INSURANCE AND INDEMNITIES

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

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

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

ARTICLE 8 CONDEMNATION

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

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

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

ARTICLE 9 DEFAULT

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

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

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

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

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

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

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

P.O. Box 178
Whitewater, WI 53190

Tenant:

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

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

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

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

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

[SIGNATURE PAGES FOLLOW]

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

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

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



Common Council Agenda Item

Meeting Date:	April 21, 2026
Agenda Item:	Offer to Purchase Lot 1T and 2T in Technology Park
Staff Contact (name, email, phone):	Mason Becker, mbecker@whitewater-wi.gov

BACKGROUND

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

City staff were recently approached in mid-January 2026 by Lifetime Manufacturing LLC (dba Summerset Marine Construction), a local company currently operating in multiple facilities throughout Wisconsin. They specialize in high-quality docks, piers, and lifts. They are currently headquartered just north of the city at the former Verlo complex in the Town of Cold Spring. Their current location is comprised of seven buildings. Please note that this is a separate company from *Summerset Marine Shoreline Restoration* (recently approved to purchase Lot 5B on Endeavor Dr in the Business Park), though the two were once part of the same entity.

The company is seeking to build a new nearly 200,000 square foot facility in order to consolidate and optimize their Whitewater-area operations including manufacturing, service, and sales. The business would bring approximately 90 current jobs with a projected 60 additional positions over the next five years. The company has signed a non-binding Letter of Intent with the city with consideration of developing on Lots 1T and 2T in the Technology Park.

The City of Whitewater received an Offer to Purchase Lot 1T and 2T, Parcel ID #'s /A444300002 and /A444200002, in the Technology Park through Anderson Commercial Group on April 3, 2026. The sale would involve a credit going back to the buyer at closing.

The Plan & Architectural Review Commission reviewed and advanced the Offer to Purchase to the Common Council at the April 13, 2026 regular PARC meeting with a positive recommendation.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

- The CDA and Common Council have both been previously briefed about this project in closed session
- The PARC conducted a Concept Site Plan review of this project on March 30, 2026. Discussion and feedback were positive, and indicated that staff should continue working to move this project forward
- The PARC advanced the Offer to Purchase with a positive recommendation to the Common Council on April 13, 2026

FINANCIAL IMPACT

(If none, state N/A)

- The city has owned these parcels for many years, and they are currently tax-exempt. This development project will generate significant new increment within TID #10 and the Tech Park.
- Staff also believe that this project will be significant enough that it will increase the visibility of the Tech Park, Business Park, and the City of Whitewater as a whole as a viable location for manufacturing investment.
- A Development Agreement is being worked on and will contain terms and obligations that will ensure the project moves forward, should this land sale be approved.

STAFF RECOMMENDATION

- Staff recommend that the Common Council approve the resolution to accept the Offer to Purchase from Lifetime Manufacturing LLC for Lot 1T and 2T in the Technology Park.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

- Offer to Purchase from Lifetime Manufacturing LLC
-

RESOLUTION NO. 2026-R-08

A RESOLUTION APPROVING LIFETIME MANUFACTURING, LLC AND/OR ASSIGNS OFFER TO PURCHASE PROPERTY LOCATED ON INNOVATION DRIVE AND GREENWAY COURT

WHEREAS, the Whitewater Community Development Authority (the “CDA”) reviewed and recommended approval of the Letter of Intent referenced by this resolution; and,

WHEREAS, the Plan and Architectural Review Commission reviewed and recommended approval of the offer to purchase referenced in this resolution; and,

WHEREAS, the City of Whitewater owns certain real property located on Innovation Drive and Greenway Court (/A444300002 and /A444200002) in the City of Whitewater, Wisconsin (the “Property”); and,

WHEREAS, Lifetime Manufacturing, LLC and/or Assigns wishes to develop the property for Industrial Use; and,

WHEREAS, the City desires to convey the Property to Lifetime Manufacturing, LLC and/or Assigns;

WHEREAS, the City has determined that conveying the Property to Lifetime Manufacturing, LLC and/or Assign is in the public interest.

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Whitewater that the offer to purchase from Lifetime Manufacturing, LLC and/assigns is approved, and the proper City Officials are authorized to execute any agreements or other necessary documents to complete the transaction.

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

Seconded by Council Member _____.

DATE	April 21, 2026			
	YES	NO	PASS	ABSENT
Michael Smith				
Orin Smith				
Steven Sahyun				
Brian Schanen				
Neil Hicks				
Gavin Kelleher				
Patrick Singer				
Total:				

ADOPTED: _____

RESOLUTION NO. 2026-R-08

John Weidl, City Manager

ATTEST:

Heather Boehm, City Clerk

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

Anderson Commercial Group, LLC
Page 1 of 12, WB-13

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON April 3, 2026 [DATE] IS (AGENT OF BUYER)

2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, Lifetime Manufacturing LLC

4 offers to purchase the Property known as Parcel /A444300002 and /A444200002

5 (approx 33.24 acres)

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

8 of Walworth Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is _____

10 Nine Hundred Sixty Three Thousand Nine Hundred and Sixty Dollars (\$ 963,960 or \$29,000/acre).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: _____

13

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

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

18

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

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

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

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before April 28, 2026

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

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

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

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

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

37

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

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

44 **EARNEST MONEY**

45 EARNEST MONEY of \$ _____ accompanies this Offer.

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

47 EARNEST MONEY of \$ _____ will be mailed, or commercially, electronically

48 or personally delivered within _____ days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____

50 ~~title company~~) **STRIKE THOSE NOT APPLICABLE**

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

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

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

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

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

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
79 this Offer except: no exceptions unless mutually agreed to by and between the parties

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

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

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

100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

101 "Conditions Affecting the Property or Transaction" are defined to include:

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

116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.

119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.

121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.

125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
system serving the Property not closed or abandoned according to applicable regulations.

127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)

134 k. Existing or abandoned manure storage facilities located on the property.

135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.

138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.

141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.

143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.

148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.

156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.

158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.

163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.

168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.

170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.

179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

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

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

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

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

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

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

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

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

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

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

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

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within 60 days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: manufacturing, assembly, offices, sales
252 and general operation as private business use

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

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

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

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

266 **[ALL THAT APPLY]** conventional in-ground; mound; at grade; in-ground pressure distribution; holding
267 tank; other: _____

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

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

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

277 electricity at lot line _____; gas at lot line _____; sewer at lot line _____;
278 water at lot line _____; telephone at lot line _____; cable at lot line _____;
279 other any other _____

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

282 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer) (~~Seller~~) **[STRIKE ONE]** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **[CHECK ALL THAT APPLY]** rezoning; conditional use permit;
284 variance; other any necessary for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within 60 days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

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

293 _____
294 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features that may

295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

344 If Seller has the right to cure, Seller may satisfy this contingency by:

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

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

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

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

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

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

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

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

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

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

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

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

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

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

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

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.
379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
380 (even if subject to conditions) that is:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
 426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.
 427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
 428 appraisal report and:

- 429 (1) Seller does not have the right to cure; or
- 430 (2) Seller has the right to cure but:
 - 431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or
 - 432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
 433 report.

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

435 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
 436 Buyer's property located at _____
 437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
 438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
 439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
 440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
 441 bridge loan shall not extend the closing date for this Offer.

442 **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
 443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
 444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

- 445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
- 446 (2) Written waiver of _____
 447 _____ (name other contingencies, if any); and
- 448 (3) Any of the following checked below:
 - 449 Proof of bridge loan financing.
 - 450 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
 451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

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

455 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
 456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
 457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
 458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
 459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
 460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
 461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
 463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
 464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) STRIKE ONE ("Buyer" if neither is
 465 stricken).

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

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
 470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:
 472 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
 473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
 474 APPLIES IF NO BOX IS CHECKED.
 475 Current assessment times current mill rate (current means as of the date of closing).
 476 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
 477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
 478 _____

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
 480 **substantially different than the amount used for proration especially in transactions involving new construction,**
 481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
 482 **assessor regarding possible tax changes.**

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

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

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
494 Disclosure Report and in this Offer, general taxes levied in the year of closing and no other exceptions

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

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

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

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

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

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

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

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

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
536 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are no leases affect the property

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

539 **DEFINITIONS**

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

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

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

655 **ADDITIONAL PROVISIONS/CONTINGENCIES**

656 1) This transfer involves a municipality which is exempt from the Real Estate Transfer Fee
 657 under Wis. Stat. Sec. 77.25 as a subdivision of the State of Wisconsin.
 658 _____
 659 _____
 660 _____

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

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

666 Name of Seller's recipient for delivery, if any: John Weidl, Mason Becker/Whitewater; Kristen Parks/ACG
667 Name of Buyer's recipient for delivery, if any: Larry Chapman/Lifetime Manufacturing LLC

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

669 Seller: (_____) Buyer: (_____)

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

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

675 Address for Seller: _____

676 Address for Buyer: _____

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

678 Email Address for Seller: mbecker@whitewater-wi.gov; cc:kparks@acgwi.com,pmcglinn@acgwi.com

679 Email Address for Buyer: larry@summersetmarine.com

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

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

683 This Offer was drafted by [Licensee and Firm] _____ Dan Stouff/Anderson Commercial Group LLC

684
685

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

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

691
692
693

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

694
695

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

DocuSigned by:

696 (x) _____ 4/3/2026
697 Buyer's Signature ▲ Print Name Here Lifetime Manufacturing LLC Date ▲
Larry Chapman

698 (x) _____
699 Buyer's Signature ▲ Print Name Here ► Date ▲

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

704 (x) _____
705 Seller's Signature ▲ Print Name Here ► City of Whitewater Date ▲

706 (x) _____
707 Seller's Signature ▲ Print Name Here ► Date ▲

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

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

ADDENDUM A TO OFFER TO PURCHASE
dated April 3, 2026
by Lifetime Manufacturing LLC, Buyer

The following terms and conditions shall be deemed to be a part of the foregoing attached Offer to Purchase dated April 3, 2026, (“Offer”) for the real estate described in the Offer (“Property”). The terms of this Addendum shall supersede any conflicting provisions in the Offer.

I. **Contingencies:** Buyer’s and Seller’s obligation to conclude this transaction shall be contingent upon the following:

- A. Development Approval Contingency:** Buyer’s obligation to purchase the Property is contingent upon Buyer obtaining, at Buyer’s sole cost and expense, within sixty (60) days after Acceptance, all approvals, consents, permits, authorizations, incentives, and agreements Buyer deems necessary or desirable for Buyer’s proposed development of the Property, including, without limitation: (i) rezoning and all other required land use approvals; and (ii) approval of governmental incentives or municipal approval for Tax Incremental financing (TIF) acceptable to Buyer, provided that Seller shall credit Buyer at Closing in an amount equal to the Purchase Price less One Dollar (\$1.00), such that the net Purchase Price due from Buyer at Closing shall be One Dollar (\$1.00). All such approvals, consents, permits, authorizations, incentives, and agreements shall be subject to terms and conditions acceptable to Buyer in Buyer’s sole discretion. If Buyer does not obtain such approvals, consents, permits, authorizations, incentives, and agreements, or if Buyer is dissatisfied with the same for any reason, Buyer may terminate this Offer by written notice to Seller on or before expiration of such contingency period, and this Offer shall be null and void and all earnest money shall be promptly returned to Buyer.
- B. Common Council Approval.** This Agreement, and all rights, obligations, and duties arising hereunder, shall be expressly contingent upon the approval of the Common Council of City of Whitewater, Wisconsin (the "Common Council"). No party shall have any legal obligation of any kind with respect to the proposed transaction unless and until the Common Council has granted its final approval of this Agreement in its entirety through a duly passed resolution or ordinance in accordance with applicable Wisconsin municipal law.
- C. Developer’s Agreement Contingency:** Buyer’s and Seller’s obligation to conclude this transaction shall be contingent upon negotiation and execution of a developer’s Agreement with the applicable municipality, the general terms of which shall be substantially consistent with Exhibit A attached hereto and incorporated herein by reference (the fully executed Letter of Intent). Such agreement shall be subject to terms and conditions acceptable to Buyer and Seller each in their sole discretion. If either is dissatisfied with the proposed agreement or no agreement is able to be made either party may terminate this Offer by written notice to the other party on or before expiration of such contingency period, and this Offer shall be null and void and all earnest money shall be promptly returned to Buyer.

Contingencies Waived or Satisfied:

If Buyer does not provide Seller written notice within sixty (60) days of Acceptance of this Offer that the contingencies set forth in the Offer have not been satisfied or waived, the contingencies shall automatically be deemed to be waived and satisfied.

II. **Additional Provisions:**

- A. Access to Property:** Seller agrees that Buyer shall have full and complete access to the Property to go upon the Property for the purpose of completing physical inspections, soil borings and testings, environmental audits, excavation and engineering testing, surveying and topography measurements, and any work related thereto (“Buyer’s Due Diligence Activities”), all at Buyer’s sole cost. Buyer shall not permit any liens to attach to the Property by reason of such activities. Buyer or Buyer’s contractors shall maintain liability insurance for all such

activities on the Property. At the conclusion of Buyer's Due Diligence Activities, any material damage to the Property caused thereby shall be repaired, and the Property shall be restored to substantially the condition existing prior to Buyer's Due Diligence Activities at the sole cost and expense of Buyer. Notwithstanding the foregoing, if Buyer waives all Due Diligence Activities and moves to Closing, Buyer shall have no obligation to repair or restore the Property. Buyer agrees to indemnify and hold Seller harmless from and against any and all claims or liability arising from Buyer's Due Diligence Activities, except that such indemnification shall not apply to claims and liabilities related to Property conditions discovered during performance of said Due Diligence Activities.

- B. Insulation, Asbestos, Lead, Radium and Radon Gas:** The parties are aware that newspaper and other public information indicated that urea-formaldehyde foam insulation, asbestos, lead, radium, toxic substances and naturally occurring radon gas pollution, within a structure, or in soils or water supplies, could represent a serious health hazard. Seller states to the best of Seller's knowledge that this Property does not contain urea-formaldehyde foam insulation or asbestos and has not had a history of radon gas pollution or abnormal concentrations of lead, radium or toxic substances. Broker and Broker's agents make no representation or warranties regarding such matters and Buyer is encouraged to inspect and test the Property regarding such matters.
- C. Closing:** If Buyer does not terminate this Offer during the Contingency Period, closing of the purchase and sale of the Property, shall occur within thirty (30) days after the date Buyer waives or satisfies all of its contingencies set forth in this Offer. Buyer may, at its sole option, elect to close the purchase of the Property at any time prior to said date, upon five (5) days prior written notice to Seller. If the date for closing falls on Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.
- D. Authorization to Sign Documents:** Buyer and Seller represent and warrant to each other that the individuals signing this Offer and Addendum on behalf of Buyer and Seller are duly authorized and have full written authority to so sign and to bind the respective parties to the provisions hereof.
- E. Electronic Signature/s:** Signatures made electronically using DocuSign or any other electronic signature software shall be considered original signatures.
- F. Legal Counsel:** Anderson Commercial Group, LLC makes no representation as to the accuracy or completeness of the disclosures made in this Offer to Purchase. The Buyer and Seller are advised to be represented by their attorneys in the preparation, review and signing of this Offer to Purchase and all other legal documents associated with the purchase/sale of this Property.

[Signatures on following page]

Entire Agreement: This agreement constitutes the entire agreement between the parties and no modification shall be binding unless in writing and signed by all parties.

In witness whereof, Seller and Buyer have caused this Addendum A to be executed on the date written below, their respective signatures, to be effective as of the full executed date of the Offer.

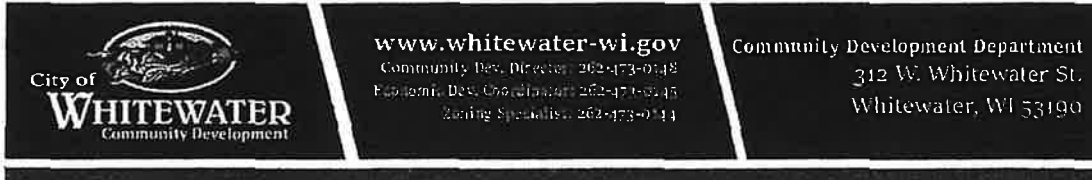
Buyer: Lifetime Manufacturing LLC

By:  _____ Date: 4/3/2026
DocuSigned by:
Larry Chapman 8514003422

Seller: City of Whitewater and/or assigns

By: _____ Date: _____
John Weidl

EXHIBIT A



DRAFT – LETTER OF INTENT

City of Whitewater / Lifetime Manufacturing LLC

Date: March 11, 2026

Re: City-Owned Parcels /A444300002 and /A444200002 – Preliminary Development Intent

This Letter of Intent (“LOI”) is intended to outline the preliminary, non-binding understanding between the City of Whitewater (“City”) and Lifetime Manufacturing LLC (“Developer”) regarding the potential redevelopment of portions of City-owned Tax Parcels No. /A444300002 and /A444200002, Whitewater, Walworth County, Wisconsin (“Property”). This LOI is for discussion and evaluation purposes only and does not constitute a binding agreement or commitment by either party.

1. Property Description

The Property includes portions of two City-owned parcels consisting of approximately 33.24 total acres, identified as Tax Parcel No. /A444300002 and /A444200002 (also referred to as Lot 1T and 2T in the Whitewater University Technology Park), located south of Innovation Dr and west of Howard Rd, within the City of Whitewater, Walworth County, Wisconsin. See attached exhibit for conceptual site area.

2. Purpose

The purpose of this LOI is to document a mutual interest in further evaluating a potential private business development on the Property, subject to feasibility, market conditions, and all required municipal approvals.

3. Conceptual Development Framework

Based on preliminary discussions and concept materials, the parties acknowledge interest in a development concept generally characterized by:

- Construction of an approximately 200,000 square foot building by Lifetime Manufacturing LLC, including but not limited to manufacturing, assembly, offices, sales, and general operations as a private business use.
- Private driveways, parking lots, and other private infrastructure.
- Access to public utilities, including water and wastewater, located along Innovation Dr.
- Access to and use of existing public stormwater infrastructure adjacent to the west, known as Basin A and Basin B.



- Project investment by Developer of approx. \$17 million and at least \$15 million in total assessed value.
- Approximately 90 FTE positions employed by the business initially, and a projected net increase of 60 FTE positions over the next five years.
- All development parameters remain conceptual and non-binding.

4. Preliminary City Participation (Subject to Common Council Approval)

If the City were to advance this opportunity, any formal development agreement would be contingent upon Common Council approval of a Developer's Agreement, and may include consideration of the following tools, consistent with prior City practices on comparable projects:

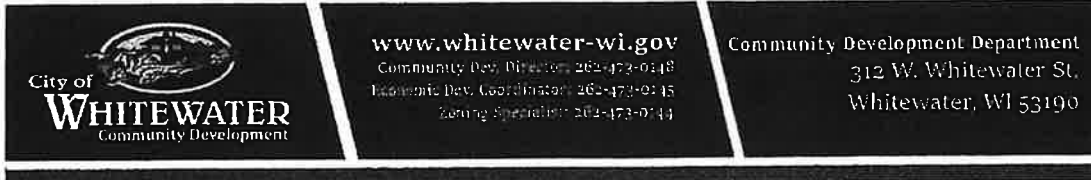
- Conveyance of the Property to the Developer at a purchase price of \$29,000.00 per acre (with a closing credit from seller to buyer to credit down to a total of \$1.00 at closing), with the Developer responsible for customary transaction and closing costs (including, as applicable, title insurance, recording fees, closing/escrow fees, and any survey costs); and
- Upfront financing of approximately \$2.5 million, which would be borrowed for by the City of Whitewater and/or the Whitewater Community Development Authority (CDA), to assist with site work, project costs, and development fees. Such payments to developer would be contingent on mutually agreed upon project milestones. Repayment of such loan would be made by the city/CDA through tax increment generated by the project. All such costs must be determined to be eligible under Wis. Stat. §66.1105, subject to review by the city's Tax Increment Financing advisors (Ehlers).

5. Due Diligence and Exclusivity

This LOI does not grant exclusivity, development rights, or site control. The City reserves the right to consider alternative proposals, policy directions, or uses for the Property at its sole discretion unless and until a formal development agreement is authorized by the Common Council.

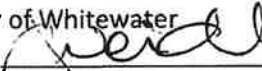
6. Non-Binding Nature

This LOI is non-binding and creates no legal obligations on either party. Any binding commitment would require negotiation, Common Council approval of a Developer's Agreement that includes development milestones, reversionary protections, and remedies in the event the project does not proceed as approved, and execution of same formal development agreement and related documents.



7. Confidentiality and Process


The parties acknowledge that discussions related to this LOI may be reviewed by the Common Council in closed session pursuant to applicable Wisconsin statutes governing negotiations and the disposition of public property.

City of Whitewater
By: 
John S. Weidl
City Manager

Date: 3/12/26

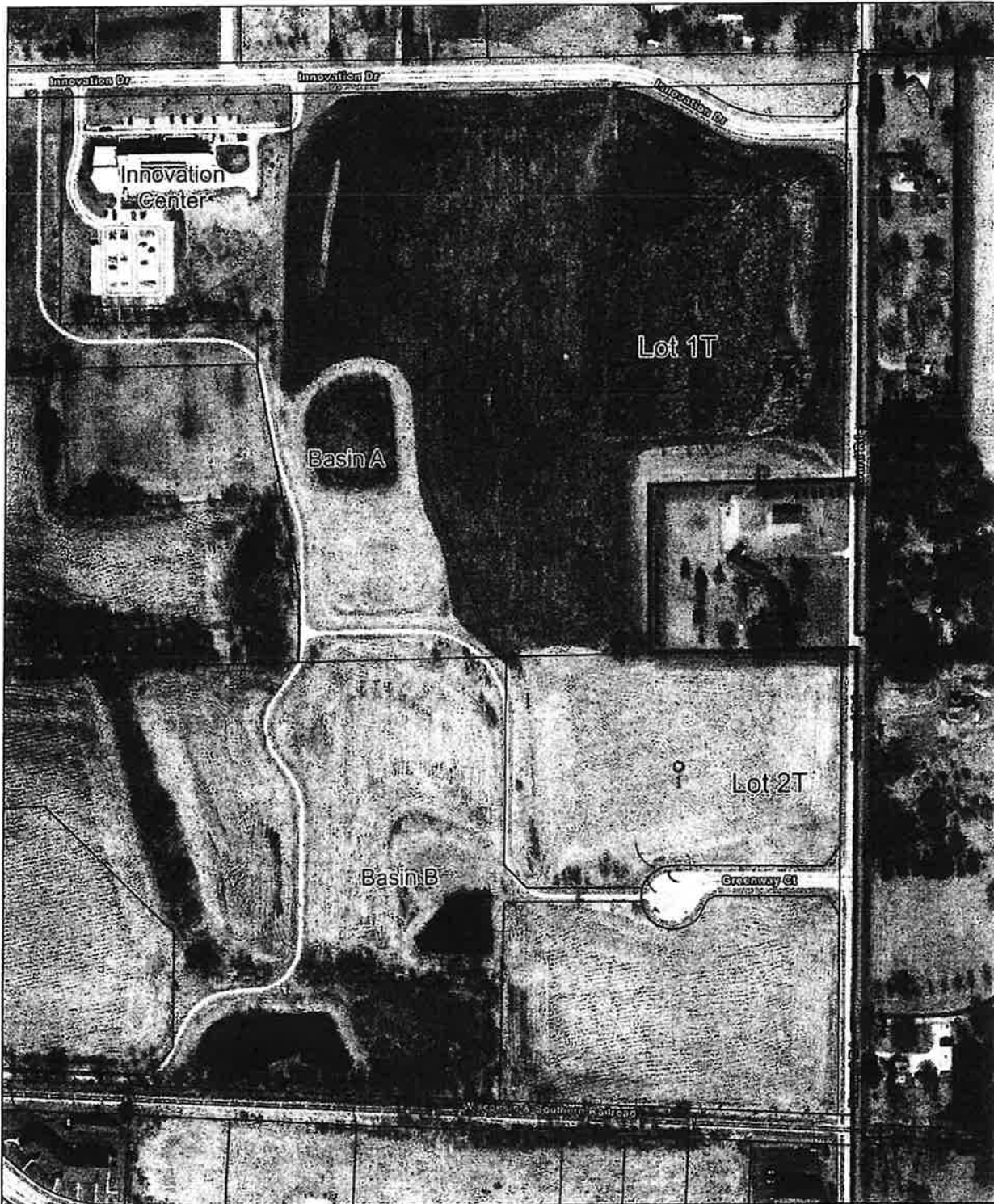
By: 
Mason Becker
Community Development Director

Date: 3-11-26

Lifetime Manufacturing LLC
By: 
Name: Larry R. Chapman
Title: CEO

Date: 3/11/26

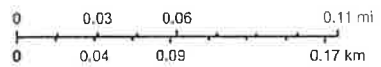
CITY OF WHITEWATER - LOT 1T and 2T



3/5/2026, 8:40:29 AM
Imagery 2024 (Walworth Server)

- Red: Band_1
- Green: Band_2
- Blue: Band_3

1:3,303



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



SUMMERSET MARINE
 Whitewater Technology Park, Whitewater WI
 SITE PLAN

2610 Lake Cook Road
 Suite 280
 Riverwoods, IL 60015
 Ph.: (847) 940-0300
 www.pdaarchitects.com

Partners in Design
 ARCHITECTS



PROJECT NO.:
 103126.025
 DRAWN BY: JRC CHECKED BY: WHB
 DATE:
 03.20.26
 SHEET NO.:

DS01

1 SITE PLAN
 DS01 1" = 200'-0"



Item 23.

191

City of Whitewater - Lot 1T and 2T

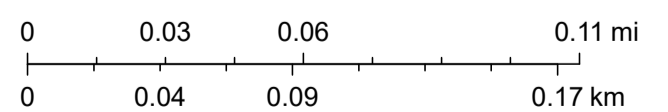


3/5/2026, 8:40:29 AM

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



Common Council Agenda Item

Meeting Date:	April 21, 2026
Agenda Item:	Memo on Removal of Deed Restrictions on Bluff Rd properties
Staff Contact (name, email, phone):	Mason Becker, mbecker@whitewater-wi.gov , 262.443.4458

BACKGROUND

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

During due diligence on the Bluff Road properties, Stonehaven Development discovered that some deed restrictions existed on the parcels, which would prohibit the construction of residential housing. The developer has requested that the City, agree to remove all deed restrictions on the properties. The developer has also requested the consent of the other affected private property owners.

Closing on the real estate transaction is set to occur before the end of April 2026.

The PARC recommended to the Common Council the removal of the covenants and deed restrictions on parcels /A503200001, /A503200002, /A410100001, /A410100002, /A410100003, /A410100004, /A323600002, and /A323600001 as presented, at the April 13, 2026 regular PARC meeting.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

- The CDA board reviewed the proposed development project and recommended staff move forward with drafting a Development Agreement for future review by the CDA and Common Council at the December 18, 2025 regular board meeting.
- The CDA was given an update on this project at the February 19, 2026 regular board meeting.
- The developer’s requested rezoning and Comprehensive Plan Amendments on the properties were previously approved by both the PARC and the Common Council, with final approval given at the February 17, 2026 Common Council meeting
- The CDA recommended the Development Agreement to the Common Council for approval at the March 19, 2026 regular CDA board meeting
- The PARC made a positive recommendation to the Common Council on the removal of the covenants and deed restrictions at the April 13, 2026 PARC meeting.

FINANCIAL IMPACT

(If none, state N/A)

- The addition of much needed single-family owner-occupied housing will represent significant improvement to these currently undeveloped properties. The two CDA-owned parcels are currently tax exempt.

STAFF RECOMMENDATION

- Staff recommend the Common Council approve the resolution for removal of the deed restrictions on parcels /A503200001, /A503200002, /A410100001, /A410100002, /A410100003, /A410100004, /A323600002, and /A323600001.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

-
- Release of Declaration of Covenants and Restrictions documents
 - Original Deed Restrictions document
-

RESOLUTION NO. 2026-R-09

A RESOLUTION APPROVING REMOVAL OF DEED RESTRICTIONS FOR THE FOLLOWING TAX PARCEL NUMBERS:/A503200002, /A323600001, /A323600002, /A503200001, /A410400001, /A410400002, /410400003 AND /A410400004 LOCATED ALONG BLUFF ROAD

WHEREAS, the removal of deed restrictions and covenants on the above mentioned properties were reviewed by the Plan and Architectural Review Commission and is recommended for approval by said committee; and,

WHEREAS, the Community Development of Authority of the City of Whitewater owns certain real property located along Bluff Road in the City of Whitewater, Wisconsin (the “Property”); and,

WHEREAS, private property owners have consented to the removal of deed restrictions on their respective properties mentioned above; and,

WHEREAS, the City of Whitewater wishes to see development of residential housing move forward along Bluff Road, as planned by Stonehaven Development; and,

WHEREAS, the City has determined that removing the Deed Restrictions is in the public interest to allow such residential housing development to move forward.

NOW, THEREFORE BE IT RESOLVED, That the Common Council of the City of Whitewater that the removal of the Deed Restrictions is approved, and the proper City Officials are authorized to execute any agreements or other necessary documents to complete the transaction.

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

Seconded by Council Member _____.

DATE	April 21, 2026			
	YES	NO	PASS	ABSENT
Michael Smith				
Orin Smith				
Steven Sahyun				
Brian Schanen				
Neil Hicks				
Gavin Kelleher				
Patrick Singer				
Total:				

ADOPTED: _____

John Weidl, City Manager

RESOLUTION NO. 2026-R-09

ATTEST:

Heather Boehm, City Clerk

DECLARATION OF COVENANTS AND RESTRICTIONS

Document Number

RECORDED ON

WHEREAS, the City of Whitewater, Wisconsin, a municipal corporation, is, or will be at the time of recording of these Declarations, the owner of the following described real estate (initially comprising the "Bluff Road Commercial District"), lying northerly of, and abutting upon, relocated Bluff Road, also sometimes referred to as Bluff Street (hereinafter referred to as "Bluff Road"), to-wit:

2003 JUL 21 AM 9 59

CONNIE J. WOOLEYER REGISTER OF DEEDS WALWORTH COUNTY, WI

The Following described real estate located in the NE 1/4 and NW 1/4 of the SE 1/4 Sec. 3, T4N, R15E, in the City of Whitewater, Walworth County, Wisconsin, to-wit:

RETURN TO:

Lots 1, 2 and 3 of Certified Survey Map No. 3236 recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on June 30, 2000 in Volume 18 of Certified Surveys of Walworth County at Pages 71 and 72 as Document No. 446556.

SIMON LAW OFFICE 304 West Main Street Whitewater, WI 53190 25.00

/A 323600001, /A 323600002 & /A 323600003 (Parcel Identification Number)

and

WHEREAS, the lands initially comprising the Bluff Road Commercial District are being, and in the event additional lands as may be added by the City to said District in the future will be, planned and developed in conjunction with the Whitewater Business Park, however, due to the differing nature of the planned use and development of the Bluff Road Commercial District, the City of Whitewater does not deem it to be appropriate to extend the Whitewater Business Park Covenants to the Bluff Road Commercial District, but rather, deems it to be more appropriate to establish and impose separate covenants and restrictions on the Bluff Road Commercial District (and such additional lands as may be added by the City to said District in the future) as hereinafter set forth; and

WHEREAS, the City of Whitewater desires to subject the lands lying within the Bluff Road Commercial District to the conditions, restrictions, covenants and reservations contained herein for the benefit of the property and to assure the public and future owner of Lots in the Bluff Road Commercial District of the orderly and compatible development of said lands, and to protect the value and attractiveness of said lands, the development of said lands and improvements thereto, and the use thereof; and

WHEREAS, the City of Whitewater reserves the right to, but shall not be obligated to, add to the Bluff Road Commercial District, and subject to the covenants and restrictions established under this Declaration, at such times and at such stages as the City of Whitewater, in its sole discretion shall determine, such additional lands as may now be owned or hereafter acquired by the City of Whitewater located in the Northeast 1/4 of the Southeast 1/4 of Section 3, T4N, R15E, City of Whitewater, Walworth County, Wisconsin lying northerly of Relocated Bluff Road and southerly of the 66 foot wide railroad right-of-way running through said quarter quarter section and lying easterly of Certified Survey Map No. 3236. In the event the City so elects to add any such additional lands to the Bluff Road Commercial District and subject the same to these Covenants, the City of Whitewater shall exercise its rights under this provision by executing and recording with the Register of Deeds for Walworth County, Wisconsin, amended or supplemental declarations of covenants and restrictions with respect to such additional lands, specifically declaring that such additional lands are subject to, and entitled to the benefits under, these Declarations, as the same may from time to time be amended. Under no circumstances, however, this provision bind the City of Whitewater, its successors and/or assigns, to make any additions to the Bluff Road Commercial District or to subject any additional lands to these Covenants and Restrictions, such decision to make any such additions and subject any such additional lands to these Covenants being within the complete discretion of the City of Whitewater.

NOW, THEREFORE, the City of Whitewater, as the owner of the above described lands initially comprising the Bluff Road Commercial District, hereby declares that the above described lands initially comprising the Bluff Road Commercial District, and any additional lands hereafter added to said District and subjected to these Covenants by the City of Whitewater as herein provided, shall be held, sold, conveyed, transferred, used and improved subject to, and in compliance with, the conditions, restrictions, covenants and reservations hereinafter set forth, which conditions, restrictions, covenants and reservations are hereby imposed upon said lands and shall be deemed and construed to be covenants running with the land, and shall be binding upon the present and all future owners and occupants of said lands and their heirs, successors and assigns. For purposes of these covenants and restrictions, each building Lot or parcel, as from time to time established and approved by the City of Whitewater, from time to time lying within the Bluff Road Commercial District and subjected to these Covenants (including any additional lands so added to said District and subjected to these Covenants as herein provided, shall constitute a "Lot", including any subsequently-approved divisions or re-divisions of said lands.

ARTICLE I
REGULATION OF OPERATIONS AND USES

1. Permitted Uses. Only those uses permitted by right or by conditional use approved by the City of Whitewater under City of Whitewater Zoning Ordinance classification and District B-3 Highway Commercial & Light Industrial District, as the City of Whitewater Zoning Ordinance is from time to time amended (and in the event said district no longer continues to exist under said Ordinances, then under such similar zoning ordinance, district and classification as may from time to time be specified by the City of Whitewater) shall be allowed on any Lot in the Bluff Road Commercial District, all of which uses shall be subject to first obtaining the appropriate approvals from the City of Whitewater pursuant to said Ordinances.

2. Prohibited Uses. Notwithstanding the provisions of paragraph 1 of this Article I set forth above, the following uses shall be prohibited within the Bluff Road Commercial District:

- 2.1. Junkyards or salvage yards, recycling facilities, waste transfer stations, and similar uses;
- 2.2. Commercial petroleum storage yards;
- 2.3. Truck terminals;
- 2.4. Drive-through commercial establishments;
- 2.5. Transmission towers or antennas;
- 2.6. Gasoline stations;
- 2.7. Car washes;
- 2.8. Uses consisting primarily of outdoor material storage yards;
- 2.9. Mini-warehouses;
- 2.10. Residential uses other than those secondary to a primary commercial use on the site;
- 2.11. Community-based residential facilities;
- 2.12. Motor freight transportation;
- 2.13. Taverns and liquor stores;
- 2.14. Any use which would create a nuisance such as excessive noise, odor, glare, heat, radiation, vibration, dust, or liquid discharge; and
- 2.15. Any use substantially adversely affecting the health, safety or welfare of persons on the subject property or adjacent properties.

ARTICLE II

1. Approval of Plans Required. No building or improvement may be erected, placed or altered on any Lot in the Bluff Road Commercial District until the plans and use for such building or improvement have been approved by the City of Whitewater Plan and Architectural Review Board. Such plans shall at a minimum include the following information:

- 1.1. A description of the proposed use(s) to be located on the Lot;
- 1.2. A site development plan drawn to scale and showing the location and dimensions of all proposed structures, parking areas, driving lanes, sidewalks, vehicle access, outdoor storage areas, loading areas, outdoor mechanical equipment, freestanding signs, and similar improvements;
- 1.3. Building elevations and exterior architectural drawings and specifications, including enough detail to show the building style, architectural details, exterior materials and colors;
- 1.4. A grading and drainage plan;
- 1.5. A utility plan showing the location and size of all proposed utilities and easements;
- 1.6. A landscaping plan indicating the location and type of any significant existing vegetation on the site, along with the size, type and location of planned vegetative and non-vegetative landscaping;
- 1.7. A lighting plan indicating the type, location and wattage of any freestanding or building mounted exterior lighting fixtures; and
- 1.8. A signage plan showing the location, size, appearance, composition and lighting (if any) of any signs proposed for installation on the site.

2. Additional Information. The City of Whitewater Plan and Architectural Review Board may, in addition to the foregoing information set forth in paragraph 1 of this Article II, require the submission of such additional detail, plans and/or specifications as it may deem necessary or appropriate to adequately evaluate any proposed building, improvement or alteration thereof.

3. Basis for Approval. Approval shall be based, among other considerations, upon conformance of the submitted plans with then-applicable City of Whitewater ordinances, conformity with the East Whitewater Neighborhood Development Plan (as from time to time amended, and any subsequently adopted plan superseding the East Whitewater Neighborhood Development Plan), conformity and harmony of the proposed design with neighboring structures, and conformity with the development standards set forth in this Declaration of Covenants and Restrictions.

4. Completion of Work. Construction and installation of all improvements must be completed within one year of commencement unless otherwise approved by the Plan and Architectural Review Board.

ARTICLE III
DEVELOPMENT STANDARDS

The development of all Lots shall conform to minimum standards regarding the design and construction of structures, parking and landscaping, and site layout, as set forth in this Article and succeeding Articles of these covenants. The intent of these standards is to ensure a high-quality environment which is safe, orderly, compatible,

aesthetically pleasing, and environmentally sound, and to protect the value of properties located within the Bluff Road Commercial District.

1. Required Setbacks. Setbacks for structures and other improvements will conform to the minimum standards in the following table, unless further restricted by the requirements of the City of Whitewater B-3 Highway Commercial and Light Industrial Zoning District, as from time to time amended:

Type of Improvement	Front Yard	Side Yard*	Rear Yard
Buildings or other structures (other than: signs--see Article V regarding signs; & other than fencing & refuse screening--see subparagraphs 17 & 13 below)	30'	15'	15'
Parking areas & driving lanes, except lanes for ingress/egress	15'	10'	5'
Outdoor storage areas, exterior mechanical equipment, refuse storage & disposal areas, etc.	Not Permitted	Not Permitted	10'

(*The side yard of any corner Lot which fronts on a public street must comply with the setback requirements for front yards.)

The Plan and Architectural Review Board of the City of Whitewater shall have the right to disapprove setbacks which it, in its discretion, deems to be excessive. To the extent practicable, setbacks should be generally uniform from Lot to Lot.

2. Lot Coverage. The total floor area of all buildings on a Lot may not exceed fifty percent (50%) of the gross Lot area. The total area of all improvements on a Lot, inclusive of all structures, storage areas, parking lots, driving lanes, walkways, and all other impervious surfaces, may not exceed eighty percent (80%) of the gross Lot area.

3. Compliance with Applicable Codes. Any development within the Bluff Road Commercial District shall comply with all from time to time applicable City of Whitewater Ordinances and State of Wisconsin laws and administrative codes.

4. Building Design. Any buildings or improvements constructed in the Bluff Road Commercial District shall present an aesthetically pleasing appearance. At a minimum, the facade(s) of any building facing a public right-of-way shall be faced with brick, brick veneer, decorative block, stone, glass, wood or a similar grade of material in keeping with the character of nearby structures. Metal siding will not be permitted on any street yard building facade or on any portion of any side building facade visible from Bluff Road. The Plan and Architectural Review Board of the City of Whitewater shall further have the right to restrict and/or prohibit the use of metal siding on any building visible from Moraine View Parkway on buildings located on corner Lots fronting on both Bluff Road and Moraine View Parkway. Building colors should be subdued and harmonious with surrounding buildings. The use of staggered facades, articulated entryways, canopies, awnings, trellises, bays, doors, windows, and variations in roof lines to create a more visually appealing design is encouraged.

5. Corporate Trademark Colors. Corporate trademark colors should be subdued in tone. Where "brand" or "trademark" colors are employed in the building design, the colors should be subdued in tone, subtle in composition and incorporated directly into the choice of facing materials. The Plan and Architectural Review Board may limit the use of trademark colors to no more than twenty five percent (25%) of the building facade.

6. Off-Street Parking. Any development within the Bluff Road Commercial District must provide adequate off-street parking to accommodate the use intended for the site. Every effort should be made to minimize the placement of parking areas in the area between the street and the facade of the building closest to such street. Where parking is located between any street and building facade, no more than one row of parking and one service drive shall be permitted. Furthermore, such a parking area and drive shall be required to be edged by curb or an integral curb and sidewalk, and a minimum ten (10) foot wide landscaped buffer strip will be created between the right-of-way and the parking area. This buffer strip must include a continuous berm and/or vegetative screen maintained at height of at least three (3) feet, extending the length of the parking area. Parking of vehicles other than passenger vehicles shall be prohibited within any parking area or on any drive located within a street yard.

7. Access. No vehicular access will be permitted from or onto Moraine View Parkway between Bluff Road on the South and the Railroad track on the North, or within fifty (50) feet of the Moraine View Parkway right-of-way along Bluff Road. Also, shared access across adjacent Lots is strongly encouraged. More than one (1) street access point per lot will generally not be permitted.

8. Pedestrian Accommodation. Any development within the Bluff Road Commercial District must provide a five (5) foot wide concrete sidewalk along all street frontages, located one (1) foot within the road right-of-way or at such other location as approved by the Plan and Architectural Review Board. Pedestrian traffic should be accommodated on the Lot through the provision of pedestrian walkways from the street sidewalk and from parking areas to primary building entrances.

9. Loading Areas. On-street loading, off-loading and maneuvering of trucks loading and off-loading is prohibited. No loading area, loading dock, truck door, garage door, or other vehicle entrance may be located in any street yard. To the extent possible, loading areas should be located within the rear yard of the development. All loading areas must be screened from public view from Bluff Road

through site location, building placement, architectural design, fencing, landscaping, or other means acceptable to the Plan and Architectural Review Board. In addition to the foregoing, as to those Lots constituting corner Lots fronting on both Bluff Road and Moraine View Parkway, the Plan and Architectural Review Board may require additional screening with regard to loading areas within public view from Moraine View Parkway.

10. Outdoor Storage. Outdoor storage of material and equipment is permitted within the rear yard only, and only when incidental to activities regularly conducted on the premises. Outdoor storage of materials must be planned, designed, located and used so as to avoid impeding the drainage of stormwater, as from time to time provided for in the City of Whitewater's Regional Stormwater Plan for the area. Outdoor storage areas must be adequately screened from Bluff Road through a combination of fencing, earth berms and/or vegetative landscaping providing at least a seventy-five percent (75%) screen from the ground to a minimum of six feet. Where vegetation is employed as a screen, plants must reach the desired height and width within two (2) years of planting. All outdoor storage areas shall be surfaced with asphalt, concrete, or other suitable material as approved by the Plan and Architectural Review Board.

11. Outdoor Vending Machines. Machines for the vending of products shall not be permitted on the exterior of any structure on any Lot within the Bluff Road Commercial District.

12. Exterior Mechanical Equipment. Every effort should be made to contain mechanical equipment within structures on the site. Where required, exterior mechanical equipment must be completely screened from public view and shall not be located in the area between a street and the facade of the building closest to that street. Roof-mounted mechanical equipment should not be visible from Bluff Road or from Moraine View Parkway.

13. Refuse Storage and Disposal. Facilities for storage and disposal of refuse shall be located within the rear yard of any development, shall be adequately sized to accommodate the refuse generated on the site and shall be designed and located so as to avoid impeding the drainage of stormwater as from time to time provided for in the City of Whitewater's Regional Stormwater Plan for the area. Refuse facilities must be completely screened to a height of six (6) feet with a combination of building elements, fencing and/or vegetation.

14. Utilities. All electrical, telecommunications and other utility services shall be buried underground.

15. Antennas and Satellite Dishes. Antennas, satellite dishes, or other transmission devices shall not be visible from Bluff Road or Moraine View Parkway. The location and screening of such devices is subject to approval by the Plan and Architectural Review Board.

16. Lighting. Excessive levels of lighting should be avoided, and all lighting shall be designed so as to minimize spill-over onto adjacent properties. No lighting elements should be visible from off-site. Whenever possible, shielded indirect or "wall washing" lighting should be used to illuminate signs. Pole lighting should be of minimal height and employ full cut-off luminaries with flat lenses.

17. Fences. Fences must be made of wood, brick, masonry, or other permanent materials as approved by the Plan and Architectural Review Board, and may not extend beyond the setback line from any street or beyond any structure into any street yard. All fencing must be designed and located so as to avoid impeding the drainage of stormwater as from time to time provided for in the City of Whitewater's Regional Stormwater Plan for the area.

18. Drainage. Site grading shall be adequately designed to appropriately channel storm drainage in accordance with the City of Whitewater's regional storm water plan for the area.

ARTICLE IV LANDSCAPING

1. Minimum Landscaped Area. A minimum of twenty percent (20%) of the gross area of any Lot must be vegetatively-landscaped. This landscaping should present a high-quality image from any street side. To achieve this objective, greenspace should be located within the street yards to the extent possible, and canopy trees, evergreens, shrubs, decorative plantings, etc. should be concentrated on the street side(s) of the Lot.

2. Street Trees. A minimum of one (1) street tree must be provided within the right-of-way for each thirty-five (35) feet of street frontage. This spacing may be increased where the location of driveways, underground utilities or other conditions prevents planting every thirty-five (35) feet. The size and species of these street trees shall be acceptable by the Plan and Architectural Review Board.

3. Setback Area. Trees must be planted within the setback area of any street yard to the extent that at twenty (20) years from the time of planting, tree canopies or covers will provide a minimum of twenty percent (20%) coverage. The extent of canopy shall be based upon published reference texts.

4. Vegetation Type. The choice of vegetation proposed in the landscaping plan should favor a variety of species native to the region, selected and sited to produce a hardy and drought-resistant landscape area.

5. Vegetation Size. Screening plant materials and evergreen and ornamental trees shall be a minimum of four (4) feet in height at time of planting. Canopy and

street trees shall have a minimum two and one-half (2.5) inch caliper at time of planting.

6. Ground Cover Required. All Lot areas not paved or built upon shall be graded and sodded, seeded, or planted with a suitable ground cover.

SECTION V SIGNS AND BILLBOARDS

1. Approval Required. All signs must be approved by the Plan and Architectural Review Board prior to installation.

2. On-Premises Business Signage. Signage directing attention to a business, commodity, product or service shall be limited to those identifying the business, commodity, product or service conducted, offered or produced on the Lot.

3. Monument Sign. Each Lot may be permitted one (1) monument sign, which sign may either be a business sign identifying the business, commodity, product or service conducted, offered or produced on that Lot, or in the event multiple businesses are conducted on such Lot (a "Multi-tenant Property"), such monument sign may be a Group Sign. For purposes of this Section V, a "Group Sign" means a sign displaying the collective name of a group of businesses conducted on a Lot such as the title of a building or center, or its tenants, or both. Any permitted monument sign shall be a maximum of five (5) feet in height from base to top of sign, and otherwise consistent with these Covenants and the City of Whitewater's Ordinances regarding size, design and location.

4. Building Mounted Signs. Not more than one (1) building-mounted wall sign shall be permitted for each business located on a Lot. If no monument sign exists or is erected on a Lot, the Plan and Architectural Review Board of the City of Whitewater may, to the extent consistent with the City Ordinances regarding signs, allow the installation of: one (1) additional building-mounted wall sign identifying the business, commodity, product or service conducted, offered or produced on that Lot; or in the event the Lot is a Multi-tenant Property, one (1) building-mounted Group Sign. The total surface area of all wall-mounted signs, including any additional wall-mounted sign permitted in lieu of a monument sign, shall not exceed an area equal to ten percent (10%) of the first floor surface area of the front wall of the building located on a Lot and no one (1) business sign may exceed thirty-two (32) square feet in area, and no one (1) group sign may exceed fifty (50) square feet in area. For purposes of this provision, the building's front wall shall mean the wall facing the streetyard of the Lot, and in the event the Lot is a corner Lot having two (2) streetyards, the building's wall constituting the front wall shall be designated at the time of construction of such building and shall not thereafter be changed without the specific approval of the Plan and Architectural Review Board of the City of Whitewater. All building-mounted wall signs must be mounted flush with the building and otherwise consistent with the City Ordinances regarding size, location, design, lighting and number of signs.

5. Prohibited Signs. Projecting building-mounted signs, pole signs, animated or motion signs, flashing signs, and roof-mounted signs are prohibited.

6. Sign Illumination. Illuminated signs may be permitted. Indirect lighting will be preferred over internal lighting.

7. Color and Materials. Materials used in sign construction should be complementary in style and quality to facing materials used on the building. Colors should be subdued.

ARTICLE VI MAINTENANCE STANDARDS

1. General Provisions. Each Lot and all improvements thereon shall at all times be kept in a safe, clean and wholesome condition.

2. Repairs and Alterations. Any and all repairs, alterations and additions shall be of at least equal quality to the original.

3. Rubbish and Waste Materials. No rubbish shall be burned on the premises. All waste materials shall be located within the refuse storage and disposal facilities constructed in accordance with the site development plan. Storage of waste materials shall not exceed thirty (30) days on any Lot.

4. Landscaping. All vegetative and non-vegetative landscaping shall be maintained in a healthy and well-kept condition.

ARTICLE VII RESALE OF LOTS AND/OR PORTIONS OF LOTS

In the event any owner, other than the City of Whitewater and/or the Community Development Authority of the City of Whitewater, of any Lot subject to these Covenants elects to sell any portion of the undeveloped land which is not then being used in connection with the business or industry of such owner, the same shall first be offered for sale, in writing, to the City of Whitewater at the price per acre paid for such land when such land was initially purchased from the City of Whitewater (or in the event such land was purchased from the Community Development Authority of the City of Whitewater following the purchase thereof by the Community Development Authority of the City of Whitewater from the City of Whitewater, then at the price per acre paid for such land when such land was purchased from the Community Development Authority of the City of Whitewater), together with the costs of any special assessments paid from the date of purchase of said land from the City of Whitewater (or if first sold by the City of Whitewater to the Community Development Authority of the City of Whitewater, then from the date of purchase of said land from the Community Development Authority of the

City of Whitewater) to the date of closing of the resale to the City of Whitewater, if the City of Whitewater so elects to re-purchase such undeveloped land or portion thereof. The City of Whitewater shall have ninety (90) days from the date of receipt of such offer to accept or reject the same, unless an extension of the time is mutually agreed upon and set forth in writing. Acceptance or rejection of any such offer shall be approved by the Common Council of the City of Whitewater following a review and recommendation with respect thereto by the Plan and Architectural Review Board of the City of Whitewater. In the event the City of Whitewater accepts such offer, the owner ("Seller") shall convey title to said land to the City of Whitewater, or the City of Whitewater's designee, by warranty deed, free and clear of all liens and encumbrances, except these covenants, conditions and restrictions, recorded easements for public utilities approved by the City of Whitewater, rights of the public in roadways as laid out, dedicated or used, deferred unpaid assessments for public improvements, if any, and real estate taxes for the then-current year; Seller shall be responsible for prorated real estate taxes for the year of sale through the date of sale; Seller shall provide, at Seller's expense, a title insurance policy insuring the City of Whitewater or its designee as the owner upon repurchase for the full amount of the repurchase price. In the event the City of Whitewater rejects any such offer and said owner proceeds with the sale of any portion of the undeveloped land to a third party, said conveyance shall be subject to the continuing provisions of this Article, and said third-party purchaser, if it, in the future, elects to sell any portion of the undeveloped land which is not then being used by it in connection with its business or industry, shall be required to again first offer said then-undeveloped portion of land for sale in writing to the City of Whitewater at the price per acre paid for such land by the initial purchaser from the City of Whitewater (or in the event said land was initially first purchased from the City of Whitewater by the Community Development Authority of the City of Whitewater, then at the price per acre paid for such land by the purchaser from the Community Development Authority of the City of Whitewater), together with the cost of any special assessments paid by owners of said lands from the date of such original sale by the City of Whitewater (or the Community Development Authority of the City of Whitewater, as the case may be) to the date of repurchase, all on the same terms and conditions as set forth above, it being the intent that the City of Whitewater shall have and retain a continuing right to repurchase undeveloped lands under this Article. Any proposed re-division or further division of any Lot and any sales of portions of parcels or Lots resulting in change or adjustment of lot lines must be approved by the Plan and Architectural Review Board of the City of Whitewater.

**ARTICLE VIII
RECAPTURE AND RESALE OF LAND**

1. If any owner, other than the City of Whitewater or the Community Development of the City of Whitewater, of any Lot does not commence construction of a building or buildings thereon within one (1) year after the date of purchase of said Lot by said owner, the City of Whitewater shall have the option to repurchase said Lot as provided for in this Article. Exercise of the option shall be effected by a resolution adopted by the Common Council of the City of Whitewater. So long as said owner has not commenced construction of a building or buildings on said Lot, said option shall be exercisable by the City of Whitewater upon delivery in writing of a notice to said owner at any time after the expiration of said one (1) year period, or such longer period as may be agreed to in writing between said owner and the City of Whitewater Common Council. If said option to purchase is exercised, closing shall take place within sixty (60) days following the exercise of said option on such date as shall be designated by the City of Whitewater specified in the notice of exercise, or on such later date as may be agreed to in writing between said owner and the City of Whitewater Common Council. In the event the City of Whitewater exercises its option to purchase contained in this Article, the repurchase price to be paid by the City of Whitewater (or its designee) shall be computed at the price per acre paid for such land by the initial purchaser of said land at the time of purchase thereof from the City of Whitewater (or in the event said land was initially sold by the City of Whitewater to the Community Development Authority of the City of Whitewater and subsequently resold by the Community Development Authority of the City of Whitewater, then at the price per acre paid for such land by the initial purchaser of said land from the Community Development Authority of the City of Whitewater), plus any special assessments paid by the owners of such land from the date of purchase of such land from the City of Whitewater (or the Community Development Authority of the City of Whitewater, as the case may be) to the date of closing of the re-purchase by the City of Whitewater or its designee under this Article. In the event the City of Whitewater exercises its option to re-purchase hereunder, conveyance of said lands shall be by warranty deed from said owner ("Seller") to the City of Whitewater or its designee, free and clear of all liens and encumbrances, except these covenants, conditions and restrictions, recorded easements for public utilities approved by the City of Whitewater, rights of the public in roadways as laid out, dedicated or used, deferred unpaid assessments for public improvements, if any, and real estate taxes for the then-current year; Seller shall be responsible for prorated real estate taxes for the year of sale through the date of sale; Seller shall provide, at Seller's expense, a title insurance policy insuring the City of Whitewater or its designee as the owner upon repurchase for the full amount of the repurchase price.

2. Nothing contained in this Article shall be deemed to give the City of Whitewater a right of first refusal or option to purchase under this Article with regard to lands which have been improved by a construction of a building or buildings thereon, it being intended that the option provisions provided for in this Article shall apply only to vacant parcels and that the owner of any Lot which has been improved by the construction of a building or buildings thereon shall have the right to sell all of such property as one parcel, together with the improvements thereon.

**ARTICLE IX
DURATION OF COVENANTS**

The covenants, restrictions and provisions of this Declaration shall be deemed and considered to be covenants running with the land and shall be binding upon all parties and persons having an interest in the land affected hereby for a period of ten (10) years from the date this Declaration is recorded, after which time, this Declaration shall automatically be extended for successive periods of ten (10) years each, unless an instrument signed by the then owners of the Lots or parcels subject to these covenants and restrictions holding two-thirds (2/3) of the vote (as hereinafter defined) and approved by the Common Council of the City of Whitewater (after review and recommendation by the Plan and Architectural Review Board of the City of Whitewater) has been recorded agreeing to terminate these covenants, restrictions and provisions, and in the event of an amendment of these covenants, restrictions or provisions in accordance with the provisions of Article XI below, the same shall continue in force as so amended, in a like manner for the balance of that then-current term, and shall in the same way be automatically be extended for successive like terms. In determining voting rights hereunder, one (1) vote shall be counted for each Lot, and if there is more than one (1) owner of any such Lot, the vote allocated to such Lot shall be divided between said owners according to their percentage of ownership interests of record. Any Lot owned by the City of Whitewater and/or the Community Development Authority of the City of Whitewater shall be included in such voting, with one (1) vote for each such separate Lot so owned. Those votes of the City of Whitewater with respect to Lots owned by the City of Whitewater shall be exercisable and cast by the action of the Common Council of the City of Whitewater.

**ARTICLE X
ENFORCEMENT**

Any dispute involving these covenants shall be decided by the Plan and Architectural Review Board of the City of Whitewater. The enforcement of the restrictions and covenants contained in this Declaration shall be by proceedings at law or in equity against any person(s) or entity(ies) violating, or attempting to violate, any covenant or restriction, either to restrain violation or to recover damages, with such election at the option of the enforcing parties. Such proceedings may be commenced by any owner or owners of Lots subject to these restrictions and covenants and/or by the City of Whitewater.

**ARTICLE XI
AMENDMENT OF DECLARATION OF RESTRICTIONS AND COVENANTS**

Except as hereinafter provided, the within restrictions and covenants may be amended by a written instrument executed by the then current owners of Lots subject to these restrictions holding a majority of votes as determined under the provisions of Article IX hereof and executed on behalf of the City of Whitewater as authorized by motion or other resolution duly adopted by a majority of the Common Council of the City of Whitewater after having considered the recommendations of the Plan and Architectural Review Board of the City of Whitewater.

**ARTICLE XII
VARIANCES**

Where, in the judgment of the Plan and Architectural Review Board of the City of Whitewater, it would be inappropriate to apply literally the provisions of these restrictions and covenants because of unusual circumstances, or because exceptional practical difficulty or undue burden would result, the Plan and Architectural Review Board of the City of Whitewater may waive or modify any requirements set forth in these covenants other than the requirements and provisions related to termination and/or amendment, subject, however, to the following:

1. Not less than ten (10) days prior to the date of consideration of such waiver or modification or variance by the Plan and Architectural Review Board, written notice specifying the proposed waiver, modification or variance and the time, date and place when the Plan and Architectural Review Board will consider the same shall be mailed to the then current owners of all of the Lots then subject to these covenants and restrictions who would be entitled to vote under the terms of Article IX above, utilizing for such mailing purposes the most recent addresses for such owners contained in the assessment rolls of the City of Whitewater.

2. In the event written objections to such proposed modification, waiver or variance executed by a majority of the owners who would be entitled to vote under the terms of Article IX are delivered to the City Clerk of the City of Whitewater prior to the time and date of the meeting at which the Plan and Architectural Review Board is to consider such waiver, modification or variance, such waiver, modification or variance may not be approved or granted by the Plan and Architectural Review Board.

**ARTICLE XIII
SEVERABILITY**

Invalidation of any of the covenants or restrictions herein set forth, or hereafter existing by way of amendment or modification as herein provided, by judgment or court order, shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, nor shall any such judgment or court order render inapplicable the provisions of these covenants and restrictions to persons or circumstances other than those held invalid by such judgment or court order.

RELEASE OF DECLARATION OF COVENANTS AND RESTRICTIONS

Document Number

Document Title

Recording Area

Peter Turke
Turke & Steil S.C.
613 Williamson Street, Suite 201
Madison, WI 53703

Name and Return Address

See Exhibits A and B

Parcel Identification Number (PIN)

RELEASE OF DECLARATION OF COVENANTS AND RESTRICTIONS

THIS RELEASE OF DECLARATION OF COVENANTS AND RESTRICTIONS (this “Release”) is made as of this ___ day of _____, 2026, by and between Rozelle Investments, LLC, a Wisconsin limited liability company (“Rozelle Owner”), ECC Rentals, LLC, a Wisconsin limited liability company (“ECC Rentals Owner”), and the City of Whitewater, Wisconsin, a municipal corporation (the “City”). Rozelle Owner and ECC Rentals Owner shall hereinafter individually be referred to as an “Owner” and collectively referred to as the “Owners”.

WHEREAS, Rozelle is the current owner of certain real property more particularly described on Exhibit A attached hereto (the “Rozelle Property”);

WHEREAS, ECC Rentals Owner is the current owner of certain real property more particularly described on Exhibit B attached hereto (the “ECC Rentals Property”);

WHEREAS, The Rozelle Property and the ECC Rentals Property shall hereinafter individually be referred to as a “Property” and collectively referred to as the “Properties”;

WHEREAS, the City is a prior owner of all the Properties and at the time the City owned all the Properties, the City executed a certain Declaration of Covenants and Restrictions on December 19, 2005, and recorded as Document No. 663591 in the Office of the Register of Deeds for Walworth County, Wisconsin on December 22, 2005 (the “Declaration”);

WHEREAS, pursuant to Article VIII of the Declaration, any Owner or the City may seek to enforce the restrictions and covenants contained in the Declaration;

WHEREAS, pursuant to Articles IX of the Declaration, two-thirds (2/3) of the Owners may vote to terminate the covenants, restrictions and provisions contained in the Declaration, provided the Common Council of the City approves such termination (after review and recommendation by the Plan and Architectural Review Board of the City of Whitewater);

WHEREAS, all the Owners have voted to terminate the covenants, restrictions and provisions contained in the Declaration, the Common Council of the City has approved such termination (after review and recommendation by the Plan and Architectural Review Board of the City of Whitewater) via resolution # _____; and

WHEREAS, all the Owners and the City desire to execute and record this Release to provide notice that the Declaration has been terminated and the Owners and the City have released any and all rights in connection therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby confirmed, the Owners and the City hereby terminate the Declaration, and the Owners and the City hereby release and forever discharge and release all rights, title, interests, and obligations created by or relating to the Declaration. The Declaration is of no further force or effect. This Release sets forth the entire agreement between the Owners and the City with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. This Release shall bind the Owners, the City and their respective successors and assigns. This Release may be executed in any number of counterparts, each of such counterparts, for all purposes, shall be deemed an original but all of such counterparts taken together shall constitute but one and the same instrument.

Effective as of this ____ day of _____, 2026.

[Remainder of Page is Intentionally Blank; Signature Pages Follow]

Rozelle Investments, LLC, a Wisconsin limited liability company

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2026, the above-named _____ to me known to be the _____ of _____, a _____, who executed the foregoing instrument and acknowledge the same on behalf of said _____.

Name: _____
Notary Public, State of Wisconsin
My Commission _____

ECC Rentals, LLC, a Wisconsin limited liability company

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2026, the above-named _____ to me known to be the _____ of _____, a _____, who executed the foregoing instrument and acknowledge the same on behalf of said _____.

Name: _____
Notary Public, State of Wisconsin
My Commission _____

APPROVED:

City of Whitewater, Wisconsin, a municipal corporation

By: _____
Name: John Weidl
Title: City Manager

ATTEST:

By: _____
Name: Heather Boehm
Title: City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2026, the above-named _____ to me known to be the _____ of _____, a _____, who executed the foregoing instrument and acknowledge the same on behalf of said _____.

Name: _____
Notary Public, State of Wisconsin
My Commission _____

APPROVED AS TO FORM:

By: _____
Name: Steven T. Chesebro
Title: City Attorney

This document was drafted by:

Peter Turke
Turke & Steil S.C.
613 Williamson Street, Suite 201
Madison, WI 53703

EXHIBIT A

**ROZELLE PROPERTY
LEGAL DESCRIPTION**

Lots 1-3 of Certified Survey Map No. 4104 recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on November 27, 2007 as Document No. 724337. [NEED TO CONFIRM LEGAL DESCRIPTION MATCHES LAST DEED OF RECORD]

Parcel Identification Number (PIN): /A410400001, /A410400002, and /A410400003.

EXHIBIT B

**ECC RENTALS PROPERTY
LEGAL DESCRIPTION**

Lot 4 of Certified Survey Map No. 4104 recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on November 27, 2007 as Document No. 724337. [NEED TO CONFIRM LEGAL DESCRIPTION MATCHES LAST DEED OF RECORD]

Parcel Identification Number (PIN): /A410400004.

RELEASE OF DECLARATION OF COVENANTS AND RESTRICTIONS

Document Number

Document Title

Recording Area

Peter Turke
Turke & Steil S.C.
613 Williamson Street, Suite 201
Madison, WI 53703

Name and Return Address

See Exhibits A, B, and C

Parcel Identification Number (PIN)

RELEASE OF DECLARATION OF COVENANTS AND RESTRICTIONS

THIS RELEASE OF DECLARATION OF COVENANTS AND RESTRICTIONS (this “Release”) is made as of this ___ day of _____, 2026, by and between VAS Bluff Road LLC, a Wisconsin limited liability company (“VAS Bluff Road Owner”), Whitewater Alpha Real Estate, LLC, a Wisconsin limited liability company (“Whitewater Alpha Real Estate Owner”), the Community Development Authority of the City of Whitewater, Wisconsin, a body politic established and created by the City of Whitewater, Wisconsin, a municipal corporation (“Whitewater CDA Owner”), and the City of Whitewater, Wisconsin, a municipal corporation (the “City”). VAS Bluff Road Owner, Whitewater Alpha Real Estate Owner, and Whitewater CDA Owner shall hereinafter individually be referred to as an “Owner” and collectively referred to as the “Owners”.

WHEREAS, VAS Bluff Road Owner is the current owner of certain real property more particularly described on Exhibit A attached hereto (the “VAS Bluff Road Property”);

WHEREAS, Whitewater Alpha Real Estate Owner is the current owner of certain real property more particularly described on Exhibit B attached hereto (the “Whitewater Alpha Real Estate Property”);

WHEREAS, Whitewater CDA Owner is the current owner of certain real property more particularly described on Exhibit C attached hereto (the “Whitewater CDA Property”);

WHEREAS, The VAS Bluff Road Property, the Whitewater Alpha Real Estate Property, and the Whitewater CDA Property shall hereinafter individually be referred to as a “Property” and collectively referred to as the “Properties”;

WHEREAS, the City is a prior owner of all the Properties and at the time the City owned all the Properties, the City executed a certain Declaration of Covenants and Restrictions on July 16, 2003, and recorded as Document No. 0566457 in the Office of the Register of Deeds for Walworth County, Wisconsin on July 21, 2003 (the “Declaration”);

WHEREAS, pursuant to Article X of the Declaration, any Owner or the City may seek to enforce the restrictions and covenants contained in the Declaration;

WHEREAS, pursuant to Articles IX of the Declaration, two-thirds (2/3) of the Owners may vote to terminate the covenants, restrictions and provisions contained in the Declaration, provided the Common Council of the City approves such termination (after review and recommendation by the Plan and Architectural Review Board of the City of Whitewater);

WHEREAS, all the Owners have voted to terminate the covenants, restrictions and provisions contained in the Declaration, the Common Council of the City has approved such termination (after review and recommendation by the Plan and Architectural Review Board of the City of Whitewater) via resolution # _____; and

WHEREAS, all the Owners and the City desire to execute and record this Release to provide notice that the Declaration has been terminated and the Owners and the City have released any and all rights in connection therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby confirmed, the Owners and the City hereby terminate the Declaration, and the Owners and the City hereby release and forever discharge and release all rights, title, interests, and obligations created by or relating to the Declaration. The Declaration is of no further force or effect. This Release sets forth the entire agreement between the Owners and the City with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. This Release shall bind the Owners, the City and their respective successors and assigns. This Release may be executed in any number of counterparts, each of such counterparts, for all purposes, shall be deemed an original but all of such counterparts taken together shall constitute but one and the same instrument.

Effective as of this ____ day of _____, 2026.

[Remainder of Page is Intentionally Blank; Signature Pages Follow]

VAS Bluff Road LLC, a Wisconsin limited liability company

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2026, the above-named _____ to me known to be the _____ of _____, a _____, who executed the foregoing instrument and acknowledge the same on behalf of said _____.

Name: _____
Notary Public, State of Wisconsin
My Commission _____

Whitewater Alpha Real Estate, LLC, a Wisconsin
limited liability company

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2026, the above-named
_____ to me known to be the _____ of
_____, a _____, who executed the foregoing instrument and
acknowledge the same on behalf of said _____.

Name: _____
Notary Public, State of Wisconsin
My Commission _____

Community Development Authority of the City of
Whitewater, Wisconsin, a body politic established and
created by the City of Whitewater, Wisconsin, a
municipal corporation

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2026, the above-named
_____ to me known to be the _____ of
_____, a _____, who executed the foregoing instrument and
acknowledge the same on behalf of said _____.

Name: _____
Notary Public, State of Wisconsin
My Commission _____

APPROVED:

City of Whitewater, Wisconsin, a municipal corporation

By: _____
Name: John Weidl
Title: City Manager

ATTEST:

By: _____
Name: Heather Boehm
Title: City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2026, the above-named _____ to me known to be the _____ of _____, a _____, who executed the foregoing instrument and acknowledge the same on behalf of said _____.

Name: _____
Notary Public, State of Wisconsin
My Commission _____

APPROVED AS TO FORM:

By: _____
Name: Steven T. Chesebro
Title: City Attorney

This document was drafted by:

Peter Turke
Turke & Steil S.C.
613 Williamson Street, Suite 201
Madison, WI 53703

EXHIBIT A

**VAS BLUFF ROAD PROPERTY
LEGAL DESCRIPTION**

Lot 1 of Certified Survey Map No. 3236 recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on June 30, 2000 in Volume 18 of Certified Surveys of Walworth County at Pages 71 and 72 as Document No. 446556. [NEED TO CONFIRM LEGAL DESCRIPTION MATCHES LAST DEED OF RECORD]

Parcel Identification Number (PIN): /A323600001.

EXHIBIT B

**WHITEWATER ALPHA REAL ESTATE PROPERTY
LEGAL DESCRIPTION**

Lot 2 of Certified Survey Map No. 3236 recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on June 30, 2000 in Volume 18 of Certified Surveys of Walworth County at Pages 71 and 72 as Document No. 446556. [NEED TO CONFIRM LEGAL DESCRIPTION MATCHES LAST DEED OF RECORD]

Parcel Identification Number (PIN): /A323600002.

EXHIBIT C

**WHITEWATER CDA PROPERTY
LEGAL DESCRIPTION**

Lot 1 of CERTIFIED SURVEY MAP NO. 5032 recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on June 06, 2022, as Document No. 1063100, said Certified Survey Map being a redivision of Lot 3 of Certified Survey Map No. 3236 and a portion of Lot 4 of Certified Survey Map No. 3125 and a portion of Vacated Bluff Road by City of Whitewater Resolution dated April 4, 2000 and Vacated portion of Moraine View Parkway as per document No. 1049284 and a portion of unplatted land, all located in part of the Northeast ¼ of the Southeast ¼ and part of the Northwest ¼ of the Southeast ¼ of Section 3, Town 4 North, Range 15 East, City of Whitewater, Walworth, Wisconsin.

[NEED TO CONFIRM LEGAL DESCRIPTION MATCHES LAST DEED OF RECORD]

Parcel Identification Number (PIN): /A503200001.

RELEASE OF DECLARATION OF COVENANTS AND RESTRICTIONS

Document Number

Document Title

Recording Area

Peter Turke
Turke & Steil S.C.
613 Williamson Street, Suite 201
Madison, WI 53703

Name and Return Address

See Exhibit A

Parcel Identification Number (PIN)

RELEASE OF DECLARATION OF COVENANTS AND RESTRICTIONS

THIS RELEASE OF DECLARATION OF COVENANTS AND RESTRICTIONS (this “Release”) is made as of this ___ day of _____, 2026, by and between the Community Development Authority of the City of Whitewater, Wisconsin, a body politic established and created by the City of Whitewater, Wisconsin, a municipal corporation (“Whitewater CDA Owner”) and the City of Whitewater, Wisconsin, a municipal corporation (the “City”).

WHEREAS, Whitewater CDA Owner is the current owner of certain real property more particularly described on Exhibit A attached hereto (the “Whitewater CDA Property”);

WHEREAS, the City is a prior owner of the Whitewater CDA Property and at the time the City owned the Whitewater CDA Property, the City executed a certain Declaration of Covenants and Restrictions on December 19, 20005, and recorded as Document No. 663590 in the Office of the Register of Deeds for Walworth County, Wisconsin on December 22, 2005 (the “Declaration”);

WHEREAS, pursuant to Article X of the Declaration, any owner or owners of the Whitewater CDA Property or the City may seek to enforce the restrictions and covenants contained in the Declaration;

WHEREAS, pursuant to Articles IX of the Declaration, two-thirds (2/3) of owner or owners of the Whitewater CDA Property may vote to terminate the covenants, restrictions and provisions contained

in the Declaration, provided the Common Council of the City approves such termination (after review and recommendation by the Plan and Architectural Review Board of the City of Whitewater);

WHEREAS, Whitewater CDA Owner has voted to terminate the covenants, restrictions and provisions contained in the Declaration, the Common Council of the City has approved such termination (after review and recommendation by the Plan and Architectural Review Board of the City of Whitewater) via resolution # _____; and

WHEREAS, Whitewater CDA Owner and the City desire to execute and record this Release to provide notice that the Declaration has been terminated and Whitewater CDA Owner and the City have released any and all rights in connection therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby confirmed, Whitewater CDA Owner and the City hereby terminate the Declaration, and Whitewater CDA Owner and the City hereby release and forever discharge and release all rights, title, interests, and obligations created by or relating to the Declaration. The Declaration is of no further force or effect. This Release sets forth the entire agreement between Whitewater CDA Owner and the City with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. This Release shall bind Whitewater CDA Owner, the City and their respective successors and assigns. This Release may be executed in any number of counterparts, each of such counterparts, for all purposes, shall be deemed an original but all of such counterparts taken together shall constitute but one and the same instrument.

Effective as of this ____ day of _____, 2026.

[Remainder of Page is Intentionally Blank; Signature Pages Follow]

Community Development Authority of the City of
Whitewater, Wisconsin, a body politic established and
created by the City of Whitewater, Wisconsin, a
municipal corporation

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2026, the above-named
_____ to me known to be the _____ of
_____, a _____, who executed the foregoing instrument and
acknowledge the same on behalf of said _____.

Name: _____
Notary Public, State of Wisconsin
My Commission _____

APPROVED:

City of Whitewater, Wisconsin, a municipal corporation

By: _____
Name: John Weidl
Title: City Manager

ATTEST:

By: _____
Name: Heather Boehm
Title: City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2026, the above-named _____ to me known to be the _____ of _____, a _____, who executed the foregoing instrument and acknowledge the same on behalf of said _____.

Name: _____
Notary Public, State of Wisconsin
My Commission _____

APPROVED AS TO FORM:

By: _____
Name: Steven T. Chesebro
Title: City Attorney

This document was drafted by:

Peter Turke
Turke & Steil S.C.
613 Williamson Street, Suite 201
Madison, WI 53703

EXHIBIT A

**WHITEWATER CDA PROPERTY
LEGAL DESCRIPTION**

Lot 2 of CERTIFIED SURVEY MAP NO. 5032 recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on June 06, 2022, as Document No. 1063100, said Certified Survey Map being a redivision of Lot 3 of Certified Survey Map No. 3236 and a portion of Lot 4 of Certified Survey Map No. 3125 and a portion of Vacated Bluff Road by City of Whitewater Resolution dated April 4, 2000 and Vacated portion of Moraine View Parkway as per document No. 1049284 and a portion of unplatted land, all located in part of the Northeast ¼ of the Southeast ¼ and part of the Northwest ¼ of the Southeast ¼ of Section 3, Town 4 North, Range 15 East, City of Whitewater, Walworth, Wisconsin.

[NEED TO CONFIRM LEGAL DESCRIPTION MATCHES LAST DEED OF RECORD]

Parcel Identification Number (PIN): /A503200002.



Common Council Agenda Item

Meeting Date:	April 21, 2026
Agenda Item:	Resolution Whitewater Alpha Real Estate, LLC parcel
Staff Contact (name, email, phone):	Mason Becker, mbecker@whitewater-wi.gov , 262.443.4458

BACKGROUND

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

In 2024, the city sold Lot 1BR (Parcel ID /A323600002), located at 1212 E Bluff Rd, to Whitewater Alpha Real Estate LLC and entered into a Development Agreement for development of the same property. The intent had been for the owners to construct a new building for a business called “Royal Hounds”, which would include a “doggy daycare” and boarding facility for canines.

As council members may be aware, work has not commenced on the property. At various times, city staff inquired as to whether or not a building permit would be applied for or if work was planned.

On December 2, 2025, Jhienelle Kistle(one of the owners) stated in an email to Kristen Parks of Anderson Commercial Group that they were still moving forward with their plans. However, on February 5, 2026, Kristen Parks shared an email (also from Kistle) with city staff stating that due to personal issues, they would not be moving forward with the project and wished to return the parcel to the city, per the Development Agreement.

The Community Development Director had a phone conversation with Kistle following this. She confirmed that they would not be moving forward with the project. She also stated she is the sole person associated with Whitewater Alpha Real Estate LLC and that she believed her spouse (Daniel Kistle) would be cooperative in any sale of the parcel or quit claim deed returning the parcel to city ownership was necessary.

The Development Agreement states that if construction does not commence by May 31, 2026, the city reserves the right to acquire the property back from the developer for the amount exchanged at closing. This amount would be \$25,672.00.

The Community Development Authority reviewed this item on February 19, 2026, and recommended moving forward with reclaiming the property, though they stated that the Finance Committee should determine where the funds to be paid back to Whitewater Alpha Real Estate, LLC should be allocated from. The Finance Committee, with consultation of the city’s Finance Director, identified account # XXX-XXXX-XXX as the account the funds will be paid back from.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The previously approved Development Agreement with Whitewater Alpha Real Estate LLC was entered into by the City of Whitewater on July 16, 2024.

The CDA reviewed this item on February 19, 2026 and instructed staff to move forward.

FINANCIAL IMPACT

(If none, state N/A)

The city would have to repay the amount from the sale, approximately \$25,672.00 (to be verified by the city attorney). However, this would return ownership of the parcel to the Whitewater CDA and allow for marketing and future sale and development of the property.

STAFF RECOMMENDATION

Staff recommend that the Common Council approve the drafted resolution to return the parcel to CDA ownership. Staff will continue working with the current owner to bring the transaction to closing. Staff will also work to re-market the property with Anderson Commercial Group.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

- Whitewater Alpha Real Estate Development Agreement
- Drafted Common Council Resolution

RESOLUTION NO. 2026-R-11

A RESOLUTION APPROVING WHITEWATER CDA TO REPURCHASE PROPERTY LOCATED AT 1212 E BLUFF ROAD FROM WHITEWATER ALPHA REAL ESTATE LLC

WHEREAS, Whitewater Alpha Real Estate LLC owns certain real property located at 1212 E Bluff Road Tax Parcel # (/A323600002) in the City of Whitewater, Wisconsin (the “Property”); and,

WHEREAS, Whitewater Community Development Authority wishes to repurchase this property based on the Development Agreement; and,

WHEREAS, Whitewater Alpha Real Estate, LLC desires to convey the Property to the Whitewater Community Development Authority

WHEREAS, the city has determined that repurchasing the Property from Whitewater Alpha Real Estate, LLC is in the public interest.

NOW, THEREFORE BE IT RESOLVED, That the Common Council of the City of Whitewater authorizes that the Whitewater Community Development Authority is approved to repurchase the property, and the appropriate offices are authorized to execute any agreements or other necessary documents to complete the transaction.

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

Seconded by Council Member _____.

DATE	April 21, 2026			
	YES	NO	PASS	ABSENT
Michael Smith				
Orin Smith				
Steven Sahyun				
Brian Schanen				
Neil Hicks				
Gavin Kelleher				
Patrick Singer				
Total:				

ADOPTED: _____

John Weidl, City Manager

ATTEST:

Heather Boehm, City Clerk

RESOLUTION NO. 2026-R-11

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), entered into effective as of July 16, 2024 ("Effective Date"), by and between the City of Whitewater, Wisconsin, a Wisconsin Municipal Corporation, ("City") and Whitewater Alpha Real Estate, LLC ("Developer"). Each of the foregoing may also be referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

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

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

WHEREAS, the City desires to encourage development and promote mixed-use development within the City;

WHEREAS, the Developer, pursuant to that certain Offer to Purchase entered into with the City of Whitewater for a vacant parcel located on Bluff Road described on Exhibit A which is incorporated herein, is to acquire the Property and develop it;

WHEREAS, the Developer has filed, or will file, with the City plans, specifications, documents and exhibits as required by the City for the development of the Property and for making other improvements.

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

1. Developer Improvements. Developer shall complete improvements on the property in accordance with the terms, conditions and requirements of EXHIBIT B ("Developer's Improvements"). The plans, specifications and site plans for Developer's Improvements are subject to City approval, and Developer shall not commence construction of Developer's Improvements until such time as the City has approved such plans, specifications and site plans in writing. After the City's approval of Developer's Improvements, such documents shall not be modified without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. City's approval of Developer's Improvements shall not excuse Developer from complying with

any other governmental approvals, permits, ordinances or laws that are applicable to the Property or Developer's Improvements. All work to be performed by the Developer related to Developer's Improvements shall be performed in a good and workmanlike manner and consistent with the prevailing industry standards for such work in the area of the City. Developer shall perform all work in compliance with all applicable laws, regulations, ordinances and buildings codes and shall obtain and maintain all necessary permits and licenses for such work.

2. Minimum Level of Construction and Property Transfer Restrictions.

(a) The developer agrees that, pending site plan and zoning approval by the PARC at the May 24, 2024 meeting, construction will commence on or before May 31, 2025. If construction does not commence prior to May 31, 2026, the City reserves the right to acquire the property back from the Developer for the amount exchanged at closing. (b) The developer agrees to commence and complete construction in a reasonable timeframe. If the proposed building is not completed by May 31, 2027, the City reserves the right to purchase the property back from the Developer for the amount exchanged at closing plus the appraised value of improvements.

(b) Agreement Runs with the Land. The Agreement shall inure to the benefit of the City and shall be binding on the from time-to-time owners of the Property and shall constitute covenants running with the land. Property Transfer Restrictions. Parties to this agreement cannot transfer this property to a non-tax paying entity without a corresponding payment in lieu of the taxes for the life of the tax increment financing district 11. This payment in lieu of taxes will be based on an assessed value established as if a tax paying entity owned the building.

3 Default.

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

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

by the City with respect to the performance or manner or time of any obligation of Developer under this Agreement shall be considered a waiver of any rights of the City to enforce any other obligations of Developer.

5. Guarantor Obligations. In the event of default of Developer of any payment obligation in this Agreement, Guarantor will discharge such obligation.

6. Miscellaneous.

(a) Changes. Parties to this Agreement may, from time to time, require changes in the scope of this Agreement. Such changes, which are mutually agreed upon by and between the Developer and the City, shall be incorporated in written amendments to this Agreement. Parties of this agreement can not transfer this property to a non-tax paying entity without a corresponding payment in lieu of the taxes for the life of Tax Increment Financing District 11.

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

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

In the case of the Developer:

Whitewater Alpha Real Estate LLC
811 Robert Street
Fort Atkinson, WI 53190
jkistle@kh-group.org
Phone: 262-995-7484

In the case of the City:

City of Whitewater
Attn: Taylor Zeinert, CDA Director
312 W. Whitewater Street
P.O. Box 178
Whitewater, WI 53190
Email: tzeinert@whitewater-wi.gov
Phone: 262-473-0104

With a Copy to:

Jonathan K. McDonell, City Attorney
Harrison, Williams & McDonell, LLP
522 West Main Street
Whitewater, WI 53190
Email: jm@hmattys.com
Phone: 262-473-7900

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

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

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

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

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

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

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

EXHIBIT A

The Property

Lot 2 of Certified Survey Map No. 3236 according to the recorded plat thereof, recorded in Vol. 18 of CS on page 71 as Document No. 446556 located in the SE 1/4 of Section 3, T4N, R15E, City of Whitewater, Walworth County, Wisconsin.

Tax Key No. /A323600002

EXHIBIT B
Developer Improvements

Statement of Use

The Royal Hounds of Whitewater will be a dog daycare and boarding facility. We intended to operate with a minimum of two employees on staff during all business hours, one person working reception and one person tending to the care, sanitation, and playing of the dogs. I personally will be onsite for all business hours until we establish a client base and train up staff members. At full capacity we will house 40 dogs, but will be housing much less than that during non-holiday times.

The facility will be a 44' x 44' metal building with a lean-to over the entrance and a brick facade to satisfy the aesthetic requirements of the Whitewater planning committee. The entrance will open to a finished lobby with windows that provide views to the remainder of the facility, a heated open warehouse with indoor play yards and boarding provisions. The structure will be back 62' from the road and have an eight spot parking lot and dumpster on the north side of the lot, utilizing the existing curb-cut on the West side of the lot. On the East side of the lot will be a 22' x 44' fence, 6' high to contain outdoor dog play groups. The fence will abut to buried bricks at the base to thwart any digging attempts. All outdoor areas will have a maintained lawn and any trees as required by the city.

To ensure the well-being of our neighbors, dogs will be encouraged to play nicely and quietly. Problematic dogs will be placed in time out, or denied service if a problem persists. All solid waste will be bagged and disposed of in the garbage. All liquid waste will be cleaned with an enzymatic cleaner that uses microbes to digest foul odors and is safe for the environment, dogs, and people. The indoor structure will be sterilized every day with kennel specific cleaner for safety and cleanliness. The structure is laid out so that a dog needs to pass through at least two doors to leave the facility, keeping the dogs and surrounding areas safe and secure.

The Royal Hounds of Whitewater

We are the Kistle's and we are proud owners of service businesses dedicated to caring for individuals since 2020. With three successful service businesses already established, we are not newcomers to the area. Now, we are eager to expand our investments into Whitewater by opening a Doggy Daycare to serve the community's canine population.

While we understand that the city of Whitewater may not have had experience with a business like ours before, it is worth noting the success of similar doggy daycares in other communities across Wisconsin. Despite a lack of previous permit requests for this type of business in Whitewater, doggy daycares have thrived in various parts of the state. Many of these facilities, like those in zones similar to Lot 1BR, provide outdoor play areas and have become valued services within their communities. A sampling of these successful facilities include:

- Stay and Play Pet House
3792 Jackson St,
Oshkosh, WI 54901

- Playtime Doggy Daycare III
4333 S 108th St,
Greenfield, WI 53228

- The Woof
8601 Durand Ave,
Sturtevant, WI 53177

- Woofhaus
4375 Milton Ave.
Janesville WI

- Dog Haus University
825 E Johnson St
Madison, WI

Our proposed doggy daycare represents more than just a business venture; it embodies our commitment to enhancing community spirit and economic vitality in Whitewater. We have observed a significant demand for local amenities, evidenced by an influx of visitors from surrounding areas seeking essential services. By establishing our daycare, we aim to address this demand and become a go-to destination for pet owners in our town and its environs, potentially boosting tourism from neighboring areas.

In addition to providing top-tier care and services for dogs, our facility will serve as a catalyst for increased local engagement. It will encourage both residents and visitors to invest more time and resources within our

town, thereby bolstering our local economy. Furthermore, by creating job opportunities, our doggy daycare will contribute to the town's economic resilience and overall prosperity.

Lot 1BR, located near highway 12 and the new Kwik Trip Gas station, is an ideal location for our business. With ample space for outdoor play areas and easy accessibility from main roads, it offers convenience for pet owners while ensuring a peaceful environment for our operations.

In terms of environmental considerations, we are committed to minimizing our impact. Dog waste will be promptly scooped and disposed of properly, and we will use an enzyme cleaner that is safe for both the yard and dogs to sterilize our paved yard during cleaning sessions. Additionally, we will implement a rigorous waste management plan and utilize eco-friendly cleaning products to reduce chemical pollution.

To address noise concerns, we are fortunate that our closest residential neighbors are across the street, with a commercial building next to us. Additionally, we will limit outdoor play hours to times less likely to disrupt the surrounding community, such as during daytime hours.

By establishing our doggy daycare in Whitewater, we not only fulfill a clear demand for pet care services but also contribute to the economic growth and community well-being of our city. Our commitment to environmental sustainability and responsible operations further solidifies our case for establishing this much-needed facility in our community.

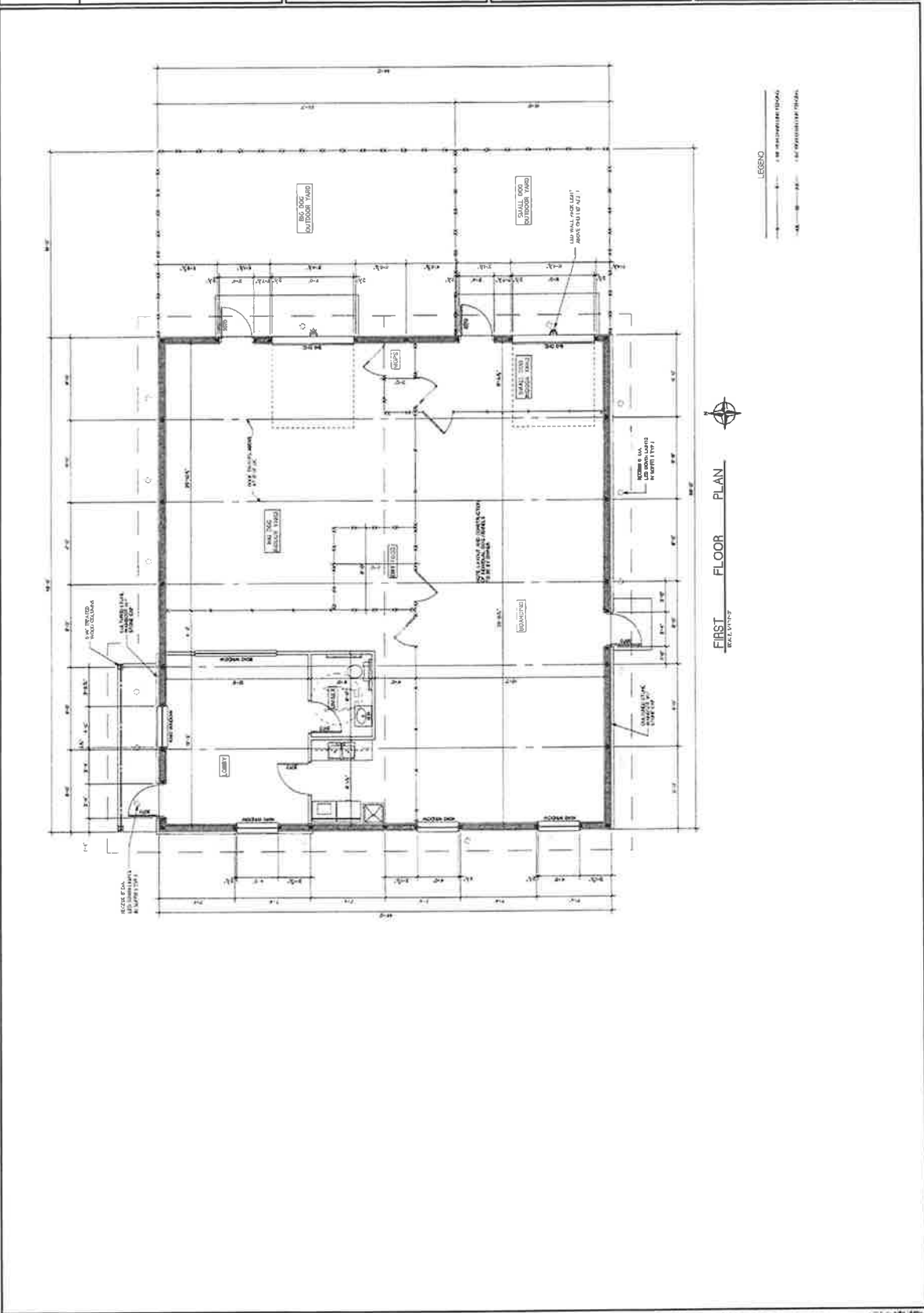


PROPOSED BUILDING for
ROYAL HOUNDS BUILDING
 BLUFF ROAD
 WHITEWATER, WALWORTH CO., WISCONSIN

FIRST FLOOR PLAN

FARRIS, HANSEN & ASSOCIATES, INC.
 Engineering, Architecture, Surveying
 7000 Highway 200, Suite 100, Whitefish Bay, WI 53191
 Phone: (414) 221-1000
 Fax: (414) 221-1000

PROJECT NO. 100654
 DATE: 02/09/2003
 SHEET NO. 5 of 8



FIRST FLOOR PLAN

MEMORANDUM

To: Common Council
From: John Weidl, City Manager
Date: 4/8/2026
Re: Council Board/ Commission Applicants

Council Members,

As we prepare for the upcoming organizational meeting, leadership will begin coordinating to develop a recommended slate of appointments to boards, committees, and commissions.

To assist in this effort, please complete the attached spreadsheet by ranking your top five preferred committee assignments. The spreadsheet includes the name of each committee, the number of available seats (including alternates where applicable), and the names of current incumbents.

The intent is for the City Manager and Council President to jointly develop a recommended slate based on a combination of individual preferences, relevant experience, overall fit, and the best interest of the City of Whitewater. With many appointments to make, we appreciate your flexibility and understanding as we work to align assignments as thoughtfully as possible.

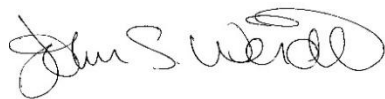
Pending the outcome of the election, this same email will be sent to others once it is finalized so they can make their selections

Please return your completed spreadsheet to the Chief of Staff ***no later than close of business, Tuesday, April 14.***

If you have any questions about a specific committee, its role, or responsibilities, please don't hesitate to reach out to me directly—I'll provide a committee description or connect you with the appropriate staff liaison.

Thank you for your timely attention to this.

Best-



John S. Weidl
City Manager, City of Whitewater

Board / Commission	Requirments	Council Incumbent 2025-2026	Hicks	Kelleher	Sahyun	Schanen	Singer	M. Smith	O. Smith	Comments	Designated 26-27 B&C members
Alcohol Licensing Comm	3 CC Reps	Majkrzak,Schanen,Singer								Meeting as needed	
Board of Review	2nd year of there term, 4 CC Reps	Majkrzak,Schanen,Singer, O. Smith	X		x		x	x		May 26th 5:30-7:30	Hicks,Sahyun,Singer,M. Smith
CDA	2 CC Reps	Schanen, O. Smith								Monthly meetings	
Equal Opportunities Commission	1 or 2 CC reps	O. Smith								Quarterly- Might be dissolving	
Finance Committee	3 CC Reps	Schanen, M. Smith,Singer								Monthly meeting	
Intergovernmental Cooperation Council	1 CC Rep	Singer								2x a year at Walworth Cty	
Landmarks Commission	1 CC Rep	O. Smith								Monthly Meeting	
Lake Advisory Committee	1 CC Rep	O. Smith								Quarterly meetings	
Library Board	1 CC Rep	Sahyun								Monthly meetings	
Parks & Recreation Board	1 CC Rep	Hicks								Monthly meetings	
Pedestrian & Bike Advisory Board	1 CC Rep	Sahyun								Monthly meetings	
Plan Commission	1 CC Rep. 1 Alternate CC Rep	Hicks, Alt- M. Smith								Monthly meetings	
Public Arts Comission	1 CC Rep	Sahyun								meets only as needed	
Public Works Committee	3 CC Reps	Hicks,Majkrzak, M. Smith								Monthly meetings	
WFD Inc	1 CC Rep	O. Smith								2 meetings a year- July and Dec. July 13, 2026 at 6:00	

No Council Rep needed on Following B/C's
Aquatic Center Commission
Board of Zoning
Ethics
Police & Fire
Tech Park Advisory Board
Urban Forestry



Council Agenda Item

Meeting Date:	April 21, 2026
Agenda Item:	Crypto ATM ban
Staff Contact (name, email, phone):	Steven T. Chesebro, schesebro@whitewater-wi.gov , 262-458-2780

BACKGROUND

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

On April 9, 2026 the Wisconsin Legislature published 2025 Wis. Act 226 creating Wis. Stat. Sec. 217.12 authorizing and licensing virtual currency kiosks within the State of Wisconsin. While a municipality can create laws regarding specific topics of local concern, once the State legislature passes a law authorizing a specific activity, it significantly reduces a municipality’s ability to regulate that activity.

The new state law does place additional warnings about Fraud on the virtual currency kiosk, restrictions on maximum amounts that can be transferred per day and requires certain security steps be created for virtual currency kiosks such as identification of all individual’s using the machines.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

At the Council Meeting on April 9, 2026 a request was made to discuss the possibility of a Crypto ATM ban within the City of Whitewater.

On April 5, 2026 a Council Member requested that the possibility of a Crypto ATM Ban within the City of Whitewater be addressed at a future Council Meeting.

FINANCIAL IMPACT

(If none, state N/A)

None

STAFF RECOMMENDATION

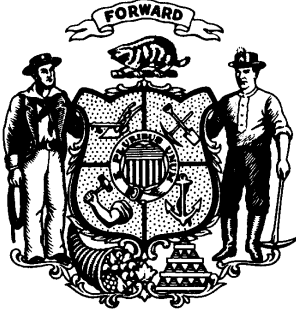
Based upon the receipt state statute no action is recommended at this time. Should the City decide to adopt a policy prohibiting Crypto ATMs it would likely be overturned as preempted by the new state statute.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. 2025 Wis. Act 226

State of Wisconsin



2025 Assembly Bill 968

Date of enactment: April 8, 2026
Date of publication*: April 9, 2026

2025 WISCONSIN ACT 226

AN ACT to create 217.12 of the statutes; relating to: virtual currency kiosks.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. 217.12 of the statutes is created to read:

217.12 Virtual currency kiosks. (1) DEFINITIONS.

In this section:

(a) "Automated teller machine" has the meaning given in s. 134.85 (1) (a) and includes customer bank communications terminals under s. 221.0303, remote service units under ss. 214.04 (21) and 215.13 (46), and remote terminals under s. 186.113 (15).

(b) "Fiat currency" means a medium of exchange that is authorized or adopted by the federal government as part of its currency and is not backed by a commodity.

(c) "Law enforcement agency" has the meaning given in s. 165.83 (1) (b).

(d) "Transaction" means a transaction conducted by means of a virtual currency kiosk.

(e) "Virtual currency" has the meaning given in s. 177.01 (16).

(f) "Virtual currency kiosk" means an electronic terminal or retail location, in this state, from which a person may exchange fiat currency for virtual currency or virtual currency for fiat currency or other virtual currency, including by connecting to a separate virtual currency exchange.

(g) "Virtual currency kiosk operator" means a person engaged in the business of operating virtual currency kiosks in this state.

(2) LICENSE REQUIRED. No person may engage in the business of operating virtual currency kiosks in this state unless the person is licensed under this chapter.

(3) WARNING. (a) A virtual currency kiosk operator shall affix to the front of each virtual currency kiosk, within the customer's field of vision, the following printed warning, capitalized and underlined as indicated:

"**FRAUD ALERT!** Criminals seek to defraud virtual currency customers by impersonating loved ones, government officials, law enforcement officers, or charities; threatening jail time; stating that your identity was stolen or your accounts frozen; or claiming your computer was hacked. **IF SOMEONE YOU DON'T KNOW IS ASKING YOU TO SEND VIRTUAL CURRENCY FROM THIS MACHINE, DO NOT PROCEED WITH THE TRANSACTION.** **LOSSES DUE TO FRAUDULENT OR ACCIDENTAL TRANSACTIONS MAY NOT BE RECOVERABLE.**

NOTICE: Virtual currency may be traded for free in online exchanges."

(b) A virtual currency kiosk operator shall ensure that, as part of each virtual currency kiosk transaction, the warning under par. (a) is also displayed electronically on the virtual currency kiosk screen before any other disclosure appears on the screen and that the customer affirmatively acknowledges the warning before the customer may proceed with the transaction.

* Section 991.11, WISCONSIN STATUTES: Effective date of acts. "Every act and every portion of an act enacted by the legislature over the governor's partial veto which does not expressly prescribe the time when it takes effect shall take effect on the day after its date of publication."

(c) The warning affixed to the front of a virtual currency kiosk under par. (a) shall be printed in type size no smaller than 20 point.

(4) CUSTOMER IDENTIFICATION. (a) *Collection of information.* Before entering into an initial transaction with an individual, a virtual currency kiosk operator shall verify the individual's identity by doing all of the following:

1. Collecting all of the following information pertaining to the individual:

- a. Full legal name.
- b. Date of birth.
- c. Telephone number.
- d. Residence address.
- e. Email address.

2. Obtaining a copy of the individual's driver's license, passport, or other government-issued identification document that identifies the individual.

(b) *Identity verification for each transaction.* In each transaction with a customer, a virtual currency kiosk operator shall do all of the following:

1. Verify the customer's identity before accepting payment from or dispensing funds to the customer.

2. Take a photograph of the customer in a retainable format at the virtual currency kiosk.

(c) *False or multiple identities.* 1. A virtual currency kiosk operator may not complete a transaction with a customer unless the virtual currency kiosk operator has verified the customer's identity as provided in par. (b) 1.

2. A virtual currency kiosk operator may not allow a customer to engage in a transaction under any name or identity other than the customer's own true name and identity, or under any account other than an account associated with the customer's true name and identity.

(5) VIRTUAL CURRENCY KIOSK LOCATION. (a) *Notice.* A virtual currency kiosk operator shall provide notice of the location of each virtual currency kiosk to a law enforcement agency having territorial jurisdiction at that location. The virtual currency kiosk operator shall provide this notice before entering into its first transaction with an individual at that location.

(b) *Automated teller machines.* A virtual currency kiosk operator may not locate a virtual currency kiosk within 5 feet of, or operate a virtual currency kiosk that also functions as, an automated teller machine.

(6) TRANSACTION RESTRICTIONS AND REFUNDS. (a) *Daily transaction limit.* A virtual currency kiosk operator may not accept from or dispense to a customer, by means of any virtual currency kiosk, more than a total of \$1,000 in fiat currency in the same day.

(c) *Refund in certain circumstances.* Upon request of a customer, a virtual currency kiosk operator shall issue a refund to the customer for the full amount of any

transaction, including any fees charged in association with the transaction, if, not later than 30 days after the transaction, the customer contacted the virtual currency kiosk operator and the department of justice, the department of financial institutions, or a law enforcement agency to inform them of the fraudulent nature of the transaction.

(7) OPERATIONAL REQUIREMENTS; FRAUD PREVENTION. (a) *Customer service.* A virtual currency kiosk operator shall provide live customer service through a toll-free telephone number during all hours in which any of its virtual currency kiosks is operable. The virtual currency kiosk operator shall display this telephone number on the exterior or a screen of each virtual currency kiosk.

(b) *Receipts.* Upon completion of a transaction, a virtual currency kiosk operator shall provide to the customer a physical and electronic receipt containing all of the following information:

1. The name and contact information of the virtual currency kiosk operator, including a telephone number established by the virtual currency kiosk operator to answer questions and register complaints.

2. Identification of relevant state law enforcement agencies and government agencies for reporting fraud.

3. The type, value, date, and precise time of the transaction, along with the transaction hash and each applicable electronic record address.

4. The name and contact information of both the sender and the designated recipient of the transaction.

5. All fees charged.

6. The exchange rate to U.S. dollars, if applicable.

7. A statement of the liability of the virtual currency kiosk operator for nondelivery or delayed delivery.

8. A statement of the virtual currency kiosk operator's refund policy.

9. Any additional information the department of financial institutions requires.

(c) *Antifraud policy.* A virtual currency kiosk operator shall take reasonable steps to detect and prevent fraud, including establishing and maintaining a written antifraud policy. The antifraud policy shall, at a minimum, include all of the following:

1. The identification and assessment of fraud-related risk areas.

2. Procedures and controls to protect against identified risks.

3. Allocation of responsibility for monitoring risks.

4. Procedures for the periodic evaluation and revision of the antifraud procedures, controls, and monitoring mechanisms.

SECTION 2. Initial applicability.

(1) CUSTOMER IDENTIFICATION REQUIREMENTS. The treatment of s. 217.12 (4) first applies to transac-

tions occurring on the 60th day after the effective date of
this subsection.



Common Council Agenda Item

Meeting Date:	April 21, 2026
Agenda Item:	Request by CESA 2 to allow fiber service connection by AT&T
Staff Contact (name, email, phone):	Mason Becker, mbecker@whitewater-wi.gov

BACKGROUND

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

On April 9, 2026, Nicole Barlass of CESA 2, who have been a long-term tenant at the Innovation Center, forwarded a request to city staff to approve allowing connection by AT&T for fiber service to the Innovation Center. This was the first that city staff were made aware that CESA 2 was exploring this. CESA 2 already utilizes AT&T service through an older copper line. The fiber line will be utilized for phone service, the same as the current copper line.

Conceptually, city staff do not object to this work being done. The city’s Chief Information Officer reviewed the AT&T design packet, and stated he does not have concerns about the project moving forward.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

- The Innovation Center Advisory Panel reviewed the request from CESA 2 at the April 14, 2026 regular meeting, and recommended moving the request to council to allow connection of AT&T fiber service to the Innovation Center

FINANCIAL IMPACT

(If none, state N/A)

- The city will not be incurring costs on this project. Cost of any work done will be covered by CESA 2.

STAFF RECOMMENDATION

- Staff recommend approval by the Common Council of this request from CESA 2 to allow connection of AT&T fiber service to the Innovation Center

ATTACHMENT(S) INCLUDED

(If none, state N/A)

- N/A



Common Council Agenda Item

Meeting Date:	April 20, 2026
Agenda Item:	Memo re Stonehaven Development Agreement
Staff Contact (name, email, phone):	Mason Becker, mbecker@whitewater-wi.gov , 262.443.4458

BACKGROUND

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

For several months, city staff have been working with Tim Vandeville of Stonehaven Development on a proposed concept to build 14 owner-occupied single-family homes on a currently undeveloped stretch of land along Bluff Rd. The developer has requested a unique form of TIF assistance which would include the creation of a short-term Revolving Loan Fund to support the project. Staff have proposed that the Common Council approve a short-term borrowing from the wastewater utility to fund the Revolving Loan Fund for this project, which the Finance Department has confirmed has enough fund balance to cover, while still leaving a reserve. The city’s financial advisors, Ehlers, have also stated that this form of internal borrowing is acceptable in the State of Wisconsin.

The developer’s goal with this is to utilize a modular home product which will allow construction at a more attainable price point than most new construction homes are currently available for in this market. The homes will be constructed in a way that will be essentially “move in ready”, with poured concrete basements, concrete driveways, and furnished appliances. Further, these will be offered at an attainable price point targeted at \$330,000 and not to exceed \$350,000, per the Development Agreement. Most new single-family detached homes in the City of Whitewater are listed for upper \$300,000’s or low \$400,000’s price points.

At the April 9, 2026 Common Council meeting, the agreement was reviewed. After discussion, the proposal was voted down, but the council asked staff to bring the agreement back along with a review of potential interest rate scenarios. The developer has agreed that an increased interest rate is acceptable.

Staff have worked to provide several scenarios under different interest rates, as the council requested. It is important to understand that the increased interest rate will need to be covered somehow. This could either be through a higher sale price of the homes, or the council could opt to have the difference in sale price covered by using fund balance from TID #11.

It is important to understand that the developer’s desire to close on the three privately owned parcels before the end of this month is not an artificial or arbitrary date. The developer will need to incur additional costs if the closing date is extended beyond the end of this month, including a loss of earnest money. The developer has also indicated that the private property owner is unwilling to grant another extension without closing.

On a side note, one council member inquired with staff about the status of soils on the site. To staff’s knowledge, and as far back as records reliably indicated, the land this development is planned for has never been developed. It has historically been used for farming. There is no known contamination on the site, and the Wisconsin DNR’s website at <https://dnrm.wisconsin.gov/H5/?viewer=rrsites> confirms this. Further, Public Works Director Brad Marquardt shared the following:

“There was no mention of any unsuitable or hazardous material Bluff Road was realigned or when sanitary sewer or water main or storm sewer were installed going north/south across this property. Up until the late 1990’s Bluff Road was on a different alignment and from the old aerial photography, the land to the south of the old alignment was never developed.” (map image attached below)



As a reminder, the developer had Tanis Construction dig test holes on the site several months ago, and found bedrock depth was acceptable and found no evidence of other issues with the project site.

Following the April 9, 2026 Common Council meeting, Wisconsin Homes (the modular home manufacturer for this project) reached out and provided the letter that is also included in this meeting packet.

Staff view this project as relatively low risk for the city, and the Revolving Loan Fund concept will serve as something of a pilot program. If the program is successful, the city could choose to utilize it again in the future. If it is unsuccessful, the loan fund will be paid off and closed. Further, this development agreement includes several safe guards to protect the city’s financial interests, including a personal guarantee from the developer and a provision that allows the city to re-claim the parcels, should they not be developed.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

- On August 19, 2025, the Common Council voted to approve the sale of the two CDA-owned parcels to Stonehaven Development
- The CDA board reviewed the proposed development project and recommended staff move forward with drafting a Development Agreement for future review by the CDA and Common Council at the December 18, 2025 regular board meeting
- The CDA was given an update on this project at the February 19, 2026 regular board meeting
- The developer’s requested rezoning and Comprehensive Plan Amendments on the properties were previously approved by both the PARC and the Common Council, with final approval given at the February 17, 2026 Common Council meeting
- The CDA recommended the Development Agreement to the Common Council for approval at the March 19, 2026 regular CDA board meeting

-
- The Common Council voted to not approve the Development Agreement on April 9, 2026. Staff were asked to bring the agreement back for further review and discussion, with revised interest rate scenarios

FINANCIAL IMPACT
(If none, state N/A)

- The addition of much needed single-family owner-occupied housing will represent significant improvement to these currently undeveloped properties, two of which that are currently tax-exempt

STAFF RECOMMENDATION

- Staff recommend that the Common Council approve the Development Agreement with Stonehaven Development and the included Resolution.

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

- Current Development Agreement draft
 - Resolution to Approve Development Agreement
 - Memo re developer's financial statement
 - Review from Ehlers
-
- Letter from Wisconsin Homes

DEVELOPMENT AGREEMENT
BETWEEN
CITY OF WHITEWATER, WISCONSIN
AND
STONEHAVEN DEVELOPMENT, LLC
1222, 1242, 1252, 1262, AND 1272 E BLUFF RD
WHITEWATER, WALWORTH COUNTY, WISCONSIN

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into as of the [REDACTED] day of [REDACTED], 20[REDACTED], by and among the City of Whitewater, a Wisconsin municipal corporation, (the “City”) and STONEHAVEN DEVELOPMENT, LLC, a Wisconsin limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, Developer currently has under contract parcels addressed at 1222, 1242, 1252, 1262, and 1272 E Bluff Road, Whitewater, Walworth County Wisconsin, located as described under Exhibit A attached hereto (the “Property”) (PIN: /A503200001, /A503200002, /A410100001, /A410100002, and /A410100003); and

WHEREAS, subject to obtaining the financial assistance set forth herein, Developer wishes to undertake development Stonehaven Project to include the division of the Property into 14 parcels (each, a “Lot”) and the construction of a single-family owner-occupied house on each Lot (the “Development Project”) as further described in Exhibit B attached hereto (the “Concept Plan”); and

WHEREAS, the City has created Tax Incremental Finance District No. #11 (the “TIF District”) as enabled under Wis. Ch. 66, which includes the Property; and

WHEREAS, Developer expects that the Development Project will increase the value of the Property and the TIF District and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole; and

WHEREAS, the Development Project is consistent with the adopted project plan for the TIF District; and

WHEREAS, the City desires to encourage economic development including the elimination of slum and blight, expand its tax base, and create quality new residential units and new jobs within the City of Whitewater, the TIF District, and the Property; and

WHEREAS, the City finds that the construction of the Development Project and fulfillment, generally, of the terms and conditions of this Agreement, are in the vital and best interests of the

City and its residents, by serving public purposes in accordance with State and local law and further consistent with the City’s most recently adopted Project Plan for the TIF District (the “TID Plan”); and

WHEREAS, Developer has represented to the City, and, the City finds and determines that, but for the City’s commitment and willingness to consider financial assistance to Developer, the Development Project might not take place in the City and the City would not accomplish one or more of the objectives of the TID Plan; and

WHEREAS, the City is authorized to enter into contracts necessary and convenient to implement the purpose of the TIF District, for the purpose of implementing the TID Plan as provided in Wis. Stat. Section 66.0621; and

NOW THEREFORE, in consideration of the forgoing recitals, which are incorporated into and made a part of this Agreement, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and the City hereby mutually agree as follows:

ARTICLE I PURPOSES-DEFINITIONS

Section 1.1. Purpose of Agreement. The parties have agreed upon a general plan for the Development Project. The purpose of this Agreement is to formalize and record the understandings and undertakings of the parties and to provide a framework within which the redevelopment of the land will take place.

Section 1.2. Definitions. The terms listed below shall be defined for the purposes of this Agreement as follows. All terms that are in upper case but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

1.2.1. “Agreement” means this Development Agreement, as the same may hereafter be from time to time modified, amended or supplemented in accordance with its terms.

1.2.2. “Base Value” means the full equalized base value of the Property as of January 1, 2025, and is agreed by the parties to be One Hundred Forty-Three Thousand Eight Hundred dollars (\$143,800.00).

1.2.3. “City” means the City of Whitewater, a Wisconsin municipal corporation. The City may also be referred to as the City of Whitewater.

1.2.4. “City Contribution” means the City’s financial support for the Project to be paid to Developer, as set forth in Section 4.4. below.

- 1.2.5.** “Developer” means Stonehaven Development, LLC and its successors and assigns.
- 1.2.6.** “Development Project” or “Project” means the division of the Property into 14 Lots and construction of a single-family house on each Lot, as generally shown on Exhibit B and as further described in Sections 2.1 and 2.2, below.
- 1.2.7.** “District Statutory Life” shall mean the maximum period of time the TIF District may remain in effect per the provisions of Wis. Stat. § 66.1105(6), as may be amended following the TIF Effective Date.
- 1.2.8.** “Incremental Value” means the full equalized base value of the Property as of January 1 of the current year minus the Base Value.
- 1.2.9.** “Plans and Specifications” means the plans and specifications for the Project to be prepared by Developer and approved by the City Plan Commission, City Architectural Review Commission and City Council, which shall generally be consistent with Exhibit B.
- 1.2.10.** “Project’s Tax Increment” shall mean the Tax Increment actually received by the City from taxes levied on the Property and as directly and exclusively attributable to increases in the improvement value by way of the Project.
- 1.2.11.** “Projected Value Increment” means Four Million Nine Hundred and no/100 dollars (\$4,900,000.00), which is expected tax value of the Property following completion of the Project.
- 1.2.12.** “Property” means the property identified as Parcel Identification Number /A503200001, /A503200002, /A410100001, /A410100002, and /A410100003 in the City of Whitewater, Walworth County, Wisconsin as described on Exhibit A.
- 1.2.13.** “Schedule” means the schedule prepared by the City pursuant to Section 3.9., below.
- 1.2.14.** “Site Plan” means the specific physical layout of the Property as shown on Exhibit B.
- 1.2.15.** “Tax Increment Value” means the amount by which the equalized value of real property of the Property on January 1 of the year following Developer’s receipt of an occupancy permit upon completion of the Development Project as determined by the City of Whitewater Assessor exceeds the Base Value established for the Property. The equalized value is calculated by taking the assessed value reported by the City of Whitewater Assessor that is certified by the State Department of Revenue times the aggregate ratio.
- 1.2.16.** “Tax Increment Revenue” means the real property tax revenue (as defined in Wis. Stat. § 66.1105(2)(i)) and generated by the Project’s Tax Increment Value.

- 1.2.17. “Term” means from **DATE** until the later of: (a) the date all Lots have been sold by Developer and (b) the date Developer has paid City all funds borrowed by Developer from the RLF Fund.
- 1.2.18. “TID # 11” means the Tax Incremental District No. 11 established by the City of Whitewater pursuant to Resolution No _____ on August 3, 2021 and recorded on _____.
- 1.2.19. “TID District” means Tax Incremental District No. 11 created by City Resolution on August 3, 2021, as a mixed-use district, as may be amended from time to time.
- 1.2.20. “Value” means full equalized fair market value of the real property.
- 1.2.21. “Zoning Code” or “Code” means Chapter 550 of the Code of Ordinances of the City of Whitewater.

ARTICLE II DESCRIPTION OF DEVELOPMENT

Section 2.1. Project Description. Upon the receipt of all necessary governmental approvals, Developer subdivide the parcels into a total of 14 lots and shall build a single-family, owner-occupied single story house on each Lot with each house having approximately 1,456 sq ft. of area, no later than 5 years from the date of this Agreement, as shown conceptually in Exhibit B. Each house will be a single-story unit, and include three bedrooms, two bathrooms, poured concrete basement, an attached two-car garage, poured concrete driveway, poured concrete patio, final grading with dirt and seed, and be furnished with standard appliances. The Project will be developed under more detailed Plans and Specifications approved by the City Plan Commission, City Architectural Review Commission and City Council.

Section 2.2. Project Cost. Developer shall construct the Project, at its sole cost, peril and expense in strict accordance with this Agreement and in strict conformity with all City ordinances, resolutions, policies, insurability or bondability requirements, and similarly applicable or impacted governmental regulations. The estimated cost to Developer of the Project (cost of design and construction (all taxes and incidentals, included)) projected upon Developer’s representations is to be **TWO HUNDRED NINETY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$293,500.00)** per single-family house constructed and Four Million One Hundred Nine Thousand and no/100 Dollars (\$4,109,000.00) in aggregate, which shall be generally consistent with Exhibit B. In order to induce Developer to undertake the Development Project, the City agrees to reimburse Developer for eligible site and predevelopment costs, as defined under Wis. Stat. § 66.1105(2)(f) such as capital expenditures and project costs that it makes on the Property for construction of improvements and certain other expenditures, ~~and including, without limitation,~~ those costs listed in Exhibit C attached hereto (the “Development Eligible Costs”), in an amount not to exceed Two Hundred Eighty-Seven Thousand Eight Hundred Dollars (\$287,800). Reimbursement shall occur

upon submission of paid invoices and verification by the City of the work being completed. Repayment shall be made utilizing existing fund balance from TID #11, or other sources of funding at the City's discretion.

Section 2.3. Sale Price Limitation. Developer covenants that no Lot shall be sold for a price exceeding Three Hundred Fifty Thousand Dollars (\$350,000), subject to Developer's right to increase the sale price of a Lot upon the discovery of Unexpected Lot Conditions (as defined below) in an amount to pay reasonable costs to remediate such Unexpected Lot Conditions. Developer further covenants that the sale price for each Lot shall be limited to: (a) the costs reported to the City and covered from the RLF Fund (as defined below) to construct the house, (b) a fee charged by Developer not to exceed \$20,000, and (c) a commission fee that shall not exceed 5% of the sale price of a Lot.

An "Unexpected Lot Conditions" shall mean unforeseen subsurface, concealed, or latent conditions on a Lot, including hazardous materials, underground storage tanks that significantly differ from what was known, reflected in existing data, expected from site investigation, or discoverable with reasonable due diligence. If Developer encounters any Unexpected Lot Conditions, Developer shall promptly notify City.

City acknowledges and agrees that Developer may engage an entity affiliated with Developer, Legacy Realty Group, LLC to market and sell the Lots and pay commissions to Legacy Realty Group, LLC in an amount not to exceed 5% of the sale price of a Lot.

Section 2.4. Project Value Increment. The parties presently estimate that following completion of the Project, the Property will have a Project Value Increment for real property tax purposes, as of January 1, 2030, of at least **FOUR MILLION NINE HUNDRED THOUSAND DOLLARS** (\$4,900,000.00). Developer shall use all reasonable and good faith efforts to substantially complete the Project's construction on or before December 31, 2028.

Section 2.5. Soil Condition Remediation. While Developer warrants and attests to having had test holes dug on the Property in Fall 2025, and finding nothing concerning such as bedrock, limestone, or similar conditions, City will pay additional incentives to Developer for any Lots where soil conditions cause additional expense for blasting, excavating or utility work to remediate such conditions, resulting in an additional amount to be reimbursed to the Developer, not to exceed the lesser of additional expense for blasting, excavating or utility work to remediate such conditions, \$10,000 per Lot, or a total for the Property not to exceed \$140,000.00. Reimbursement shall occur upon submission of paid invoices and verification by the City of the work being completed.

Section 2.6. Non-PAYGO Structure. The parties acknowledge and agree that this Agreement does not utilize a pay-as-you-go structure and does not involve a Municipal Revenue Obligation.

Section 2.7. Taxes. Developer covenants and agrees that, until time of sale of the Lot, it shall

pay in full all taxes levied on such Lot at the time said taxes are due. Failure to pay said taxes in a timely manner shall constitute an event of default as provided under Article 6, hereof, and such default may be made curable only upon the sole and exclusive discretion of the City and, then, only upon writing confirming as such and containing the signature of the City Manager and countersignature of the City Clerk.

Section 2.8. Use of the TIF Grant Proceeds. The proceeds of the City Contribution may be utilized for reimbursement of Development Eligible Costs, in furtherance of the development of the TIF District, as incurred by Developer. Developer agrees to maintain records of the costs and expenses it incurs in connection with the Project's development for at least seven (7) years following the month and year of the Project's substantial completion as solely and exclusively determined by the City. Subject to any reasonable confidentiality restrictions that Developer may desire, and which are permitted under Wisconsin law, Developer shall make such records available to the City upon the City's written request and to the public in compliance with Wis. Ch. 19 (Public Records law).

ARTICLE III UNDERTAKINGS OF THE DEVELOPER

Section 3.1. Development Developer shall build the Project as described in Sections 2.1 and 2.2, above.

Section 3.2. Intentionally Omitted.

Section 3.3. Plan Submission. Developer shall submit all plans and specifications and necessary documents to the City and State of Wisconsin as necessary to receive a building permit to construct the Project (the "Building Permit") on or before July 1, 2026.

Section 3.4. Design Standards. Developer shall incorporate high quality design and use of materials into the Project consistent with the Concept Plan contained in Exhibit B.

Section 3.5. Construction Commencement. Developer shall commence construction of the Project on or before August 1, 2026. Construction Commencement shall mean having obtained all necessary construction permits and having made substantial excavation for the foundations, footings or base of the new construction, except where the new construction is to be added to a substantial existing structure, in which case the commencement is the time of the beginning of substantial excavation or the time of the beginning of substantial preparation of the existing structure to receive the added new construction, whichever is earlier. This date shall be extended for any noticed Force Majeure consistent with Section 8.6.

Section 3.6. Construction Completion. Developer shall pursue construction activities on the Property and shall complete the Project, so as to obtain occupancy permits, by December 31, 2029. This date shall be extended for any noticed Force Majeure consistent with Section 8.6.

Section 3.7. Intentionally Omitted.

Section 3.8. Construction. Developer agrees to develop the Property and to construct all buildings and structures thereon in accordance with the Plans and Specifications, as filed and approved in final form by the City. However, during the progress of the Project, Developer may make changes to the Plans and Specifications as may be in furtherance of the general objectives of the Plans and Specifications and this Agreement and as site conditions or other issues of feasibility may dictate to further the Developer's development objectives; provided, however, any such change shall comply with all applicable laws of the City and Developer may not make any material change to the size, design or structure without the written consent of the City. The City agrees to consider and approve or reject any non-material proposed change within thirty (30) days after submittal by the Developer to the City or such consideration is deemed rejected. Such requests for approval shall be submitted to the City Clerk, as representative of the City.

Section 3.9. Project Estimates. The Tax Increment Value and Tax Increment Revenue projections delineated on the Schedule attached hereto as Exhibit E are projected to be generated from the Project, pursuant to the current TID District Plan and this Development Agreement. These projections are included for illustrative purposes only.

Section 3.10. Easements. Easements on the Property for municipally owned storm sewer, water mains, and sanitary sewer shall be granted to the City or its designee where necessary, by mutually agreed upon separate document or pursuant to a CSM, in accordance with detailed utility plans approved by the City Engineer, or designee.

Section 3.11. Intentionally Omitted.

Section 3.12. Property Maintenance. Developer agrees to make improvements to the Project as shown on Exhibit B in accordance with the approved Plans and Specifications. Developer agrees to maintain the Project in compliance with all federal, state and local laws, regulations or codes for as long as it owns the Property, but not less than the Term of this Agreement.

Section 3.13. Utility Connections. Developer will make connections to existing public water and sewer mains as needed in accordance with detailed utility plans approved by the City Engineer or designee, and according to City specifications. Developer agrees to repair all sidewalk, curb and gutter, and street and restore all landscape areas within the public right-of-way upon making those connections.

Section 3.14. Curb Cuts. Developer will remove curb cuts and aprons where existing driveways will not be utilized as part of the Project and replace the curb cut with a full curb section to match the existing curb detail. Developer will provide final grading with dirt and seed in the terraces upon apron removal. City, at City's sole expense, will plant trees in the terraces.

Section 3.15. Storm Sewer Repair. Developer will use due care when constructing near the

existing storm sewers. If at any time during Developer's ownership of the Property, or the Term of this Agreement the structure of the storm sewer is damaged by an improvement on the Property, Developer will restore the storm sewer so as to provide an adequate structure to allow anticipated use of the improvements without reducing the capacity of the storm sewer.

Section 3.16. Storm Water Management Facilities. Developer shall construct storm water management facilities in accordance with plans, specifications, and storm water management plan approved by the City Engineer or designee.

Section 3.17. Utility and Tax Payments. Developer shall promptly and timely pay all utility bills and its real property taxes levied against the Property when due through the latter of during Developer's ownership of the Property, or the termination of this Agreement.

Section 3.18. Personal Obligation. Developer's obligations hereunder shall be personal to Developer and shall not be assigned without the prior approval of the City per the provisions of Section 8.3., below.

Section 3.19. Developer Certification. Developer agrees not to seek tax exempt status for any portion of the Property or to convey any portion of the Property to an entity that at the time of conveyance would result in the Property qualifying for tax exempt status without the prior approval of the City per the provisions of Section 8.2., below.

Section 3.20. Restriction on Waste. Developer shall not cause a reduction in the real estate taxes payable on any of the Property through willful destruction of any improvements it makes on the Property.

Section 3.21. Developer's Cooperation. Developer agrees to work in good faith in assisting the City with applications for funds from state and federal agencies and private entities the City may seek to assist with development within the TID District and the City's obligations as described in Article 4 hereof.

Section 3.22. Deed Restrictions.

3.22.1 For purposes of this Section, Lot Owner shall mean a third party who has purchased a Lot developed under this agreement.

3.22.2 For purposes of this Section the Capped Sale Price shall be equal to (a) the original sale price the Lot Owner paid for the Lot (b) the cost of any capital improvements Lot Owner has made to the property since purchasing the property and (c) inflation of the house based upon the FHFA House Price index for Wisconsin since the original purchase and any capital improvements to the house.

3.22.3 Developer shall place a deed restriction upon the Property that requires each completed house on a Lot is owner occupied through December 31, 2041, and during the first five

years following the initial sale of a Lot, that if Lot Owner sells the Lot to a third party purchaser (the “Subsequent Sale”) and the sale price of the Subsequent Sale exceeds the Capped Sale Price, then at the closing of the Subsequent Sale, the Lot Owner shall pay City the difference between the actual sale price of the Subsequent Sale and the Capped Sale Price. For clarification purposes, the obligations of Developer under this paragraph are limited to recording the deed restriction described in this paragraph against the Property and Developer shall have no further obligations for monitoring or enforcing the deed restriction, and the City shall have the right to monitor and enforce the deed restriction.

Section 3.23. Personal Guarantee of Performance and Repayment. As a material inducement for the City to enter into this Agreement and to provide the City Financial Assistance described herein, Tim Vandeville Jr. and Amanda Vandeville (the “Guarantors”), being the principal owner(s), managing member(s), and/or controlling party(ies) of the Developer, shall jointly and severally execute a separate Personal Guarantee Agreement in favor of the City, in a form attached hereto as Exhibit G, contemporaneously with the execution of this Agreement.

The Personal Guarantee shall irrevocably and unconditionally guarantee:

1. **Performance Guarantee.** The full, timely, and faithful performance by the Developer of all material obligations under this Agreement, including, without limitation, completion of the Development Project in accordance with this Agreement and compliance with all sale price limitations, covenants, and restrictions set forth herein; and
2. **Financial Guarantee.** Repayment to the City of any amounts advanced through the Revolving Loan Fund, together with reimbursement of any City Financial Assistance that is subject to repayment under this Agreement, to the extent such amounts are not repaid from Lot sale proceeds or other project revenues.

The obligations of the Guarantor(s) under the Personal Guarantee shall be **absolute, continuing, and unconditional**, and shall not be released, reduced, or otherwise affected by:

- the insolvency, bankruptcy, dissolution, or reorganization of the Developer;
- any amendment to this Agreement approved by the City;
- the City’s exercise or failure to exercise any rights or remedies under this Agreement; or
- any sale, assignment, or transfer of the Property or the Development Project, unless expressly approved in writing by the City.

The Personal Guarantee shall remain in full force and effect until the earlier of: (a) full repayment of all Revolving Loan Fund advances and satisfaction of all financial obligations of the Developer to the City under this Agreement; or (b) such other written release approved by the Common Council, upon recommendation of the City Attorney and the City’s financial advisor.

ARTICLE IV UNDERTAKINGS OF THE CITY

Section 4.1. Appropriation. The City shall pay all funds appropriated for the performance of its obligations under this Agreement as described in this Article.

Section 4.2. City's Cooperation. The City shall reasonably cooperate with Developer throughout the implementation of the Development Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

Section 4.3. TID. The City has created TID #11 and adopted Res. No. ##### on DATE, authorizing the funds from TID #11 to support the Development Project at the Property.

Section 4.4. Payments from the City. The City Contribution under this Agreement is conditioned upon Developer's compliance with all its obligations under this Agreement.

- 4.4.1. Subject to all of the terms covenants and conditions of this Agreement, applicable provisions of Wisconsin Law, and as inducement by the City to Developer to encourage Developer to undertake the commitments as outlined in Article 2 above; the City shall provide financial support for the Project to Developer to reimburse the Development Eligible Costs (the "City Payment") in the total amount of TWO HUNDRED EIGHTY SEVEN THOUSAND EIGHT HUNDRED DOLLARS (\$287,800.00) City Contributions shall be made in compliance with Section 2.2 above.
- 4.4.2. The Common Council of the City has determined in its discretion that payment of said contribution to the Project costs is necessary to implement the goals of the TID Development Project Plan and is allowed under and pursuant to Section 66.1105 of the Wisconsin Statutes.
- 4.4.3. The City shall in any event not be required to fund this obligation for the City Payment from the general obligations of the City. The City's obligation under this Subparagraph (2) are a special and limited obligation subject to the City's borrowing or bonding authority. While the City declares that it does have a present intention of providing such funds for the City Payment, the City is not obligated to use any other source other than RFL Funds.
- 4.4.4. If the Developer does not meet the performance criteria as stated in Article 3 of this Agreement, the City is not obligated to make the City Payment to Developer until all such performance criteria in this Agreement are met. In the event that there is a deferral in the payment of the City Payment, any deferred portion of the City payment shall not accrue interest.

Section 4.5. Developer's Documentation. Upon request by the City, the Developer shall review with City personnel, and provide copies of original invoice documentation, and other documentation reasonably requested by the City, establishing to the reasonable satisfaction of the City that the Developer has incurred and paid Development Eligible Costs.

Section 4.6. Revolving Loan Fund. The City shall establish a short-term Revolving Loan Fund

(the “RLF Fund”) with terms substantially in compliance with Exhibit D in an amount not to exceed One Million Two Hundred Thousand Dollars (\$1,200,000.00) at zero percent (0%) interest to finance the reimbursement of the Development Eligible Costs and the vertical construction of houses on the Lots. Funds may be drawn from the RLF Fund by Developer in accordance with reasonable procedures approved by the City. Net proceeds from the sale of each Lot shall be returned to the City and deposited back into the RLF Fund until all draws are fully repaid. The City is authorized to borrow funds necessary to provide the upfront reimbursement and capitalize the RLF Fund. Interim debt service may be supported by revenues of TID District No. 11, consistent with the Ehlers Analysis. The City reserves the right to pay off the loan in full at any time at its sole discretion.

Section 4.7. Fire Hydrant Relocation. The City, at the City’s sole cost, shall relocate the fire hydrant on Parcel No. /A503200001 to a location it determines appropriate and that will not interfere with the project development.

Section 4.8. Limited Obligation. Developer hereby acknowledges that any City Contribution, as evidenced by this Agreement, shall be a special and limited obligation of the City and not a general obligation. As a result of the special and limited nature of the City’s obligation to pay the City Contribution, Developer’s recovery of the full amount of the City Contribution depends on factors including, but not limited to, future mill rates, changes in the assessed value of a Development Project, the failure of the Development Project to generate the Tax Increment Revenue at the rate expected by Developer, changes in the Tax Increment Law, and other factors beyond the City’s and/or Developer’s control.

Section 4.9. City’s Covenants. City covenants to Developer that until the City Contribution has been paid in full, or a sum sufficient to pay off the City Contribution has been set aside to cover payment of the City Contribution, the City shall not close the TIF District prior to the end of the District’s Statutory Life. Upon the end of the District’s Statutory Life, or payment in full of (or a sum sufficient set aside to pay in full) the City Contribution, the City will be entitled to close the TIF District and no liability shall remain from the City to the Developer upon expiration of the TIF District.

Section 4.10. Lookback. The Parties understand that if the Development is successful then the RLF will be repaid sooner. Nonetheless, as a condition for providing the City’s Contribution, the Parties agree to a lookback review to ensure the Developer’s returns do not exceed a mutually agreed upon fee earned by the Developer as compensation for its work on the Development Project. Accordingly, upon the earlier of: (i) 5 years after the date that the last house constructed in the Development Project receives an occupancy permit; or (ii) the date that the last Lot is sold to a third party, the Developer shall provide the City with reasonable evidence in the form of financial records of the Developer’s net profit from any individual Lot have not exceeded \$20,000 plus 5% of the sale price in realtor fees for each Lot sold, subject to any reasonable confidentiality restrictions permitted under Wisconsin law. The lookback provision is limited to a single review

of each lot based on the above timing criteria; the City shall not require additional lookback reviews of the Development Project or future owners of the Property.

ARTICLE V COVENANTS RUNNING WITH THE LAND

Section 5.1. Covenants. This Agreement constitutes the entire Agreement between the Parties, and all provisions of this Agreement shall be deemed to be covenants running with the land described on Exhibit A and shall be binding upon successors and assigns for the Term of this Agreement.

ARTICLE VI REMEDIES

Section 6.1. Time of the Essence. Time is of the essence as to all dates under this Agreement.

Section 6.2. Event of Default. In the event any Party defaults under this Agreement, which default is not cured within thirty (30) days after written notice thereof to the defaulting Party or within such extended period required to cure the default, provided cure efforts are undertaken in good faith within the thirty (30) period and the defaulting Party is diligently pursuing such cure, the nondefaulting Party shall have all rights and remedies available under law or equity with respect to the default, except as otherwise set forth in this Agreement. In the event of any default by any Party in making a payment required to another Party, the cure period for such monetary default shall be ten (10) days after delivery of notice thereof. In addition, and without limitation, any of the Parties shall have the following specific rights and remedies following such notice and failure to cure:

- 6.2.1. Injunctive relief;
- 6.2.2. Action for specific performance; and
- 6.2.3. Action for money damages.
- 6.2.4. Recovery of the Property as detailed in Section 6.3, below.

Notwithstanding the foregoing, in no event may City exercise or seek any rights of injunction or specific performance for Developer's failure to commence the Project.

Section 6.3. Recovery of the Property.

- 6.3.1. If construction of a house does not commence on a Lot as provided in Section 3.5, the City shall have the right to acquire such Lot from the Developer for the purchase price Developer paid for such Lot, less any reimbursement provided by the City for the original purchase by Developer of such Lot. The

City shall exercise this right by providing notice to Developer within 90 days of the date provided in Section 3.5.

6.3.2. If construction of a house is not completed on a Lot as provided in Section 3.6, the City reserves the right to acquire such Lot from the Developer for the purchase price Developer paid for such Lot less any reimbursement provided by the City for the original purchase by Developer of such Lot plus the unreimbursed construction costs of Developer on such Lot on the date provided in Section 3.6. The City shall exercise this right by providing notice to Developer within 90 days of the date provided in Section 3.6.

Section 6.4. Reimbursement. Any amounts expended by the nondefaulting Party in enforcing this Agreement including reasonable attorneys' fees, together with interest provided for below, shall be reimbursed or paid to the nondefaulting Party which prevails in any such enforcement.

Section 6.5. Remedies are Cumulative. Except as specified in this Agreement, all remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

Section 6.6. Failure to Enforce Not Waiver. Failure to enforce any provision contained herein shall not be deemed a waiver of that Party's rights to enforce such provision or any other provision in the event of a subsequent default.

ARTICLE VII INSURANCE

Section 7.1. Developer, its contractors, lessees, successors and assigns, shall, during their occupancy or ownership of the Property, purchase or cause to be purchased and continuously maintained in effect, insurance against such risks, both generally and specifically, with respect to the private development, as are customarily insured against in developments of like size and character including, but not limited to: Casualty Insurance, Comprehensive General Liability Insurance, Physical Damage Insurance, Builders' Risk Insurance and all other forms of insurance reasonably required generally by the State of Wisconsin for entities such as the owner and any lessees from time to time during the construction and operation of the Property. Such insurance shall be maintained in amounts and with terms of coverage generally customary to such Property. Such insurance shall name City as an additional insured as its interest may appear, except on any policy of Liability Insurance.

Section 7.2. In the event the Property is damaged or partially or fully destroyed, Developer shall cause the insurance proceeds from such loss to be used to promptly repair and restore the Property to its original condition.

ARTICLE VIII

WRITTEN NOTICES AND MISCELLANEOUS

Section 8.1. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be in writing and sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

FOR THE CITY:

City of Whitewater
Office of the Finance & Administrative Services Director
312 W Whitewater St
P.O. Box 178
Whitewater, WI 53190
Attention: Rachelle Blich
RBlich@Whitewater-wi.gov

With a copy to:

City of Whitewater
City Attorney's Office
312 W Whitewater St.
P.O. Box 178
Whitewater, WI 53190
Attention: Attorney Steven T. Chesebro
schesebro@whitewater-wi.gov

TO THE DEVELOPER:

Stonehaven Development, LLC
797 Meadowgate Dr.
Waterford, WI 53185
Attention: Tim Vandeville Jr.
tim@stonehavendev.com

With a copy to:

Turke & Steil s.c.
613 Williamson St., Suite 201
Madison, WI 53703
Attention: Attorney Peter Turke
peter@turkelaw.com

Section 8.2. Restrictions of Sale, Transfer, Conveyance and Ownership. During the Term of this Agreement, neither Developer nor any future owner shall use, sell, transfer or convey ownership of any of the Property to any person or entity in any manner which would render all or

any part of the Property exempt from real property taxation, or would render the personal property located on any of the Property exempt from personal property taxation, without the prior written consent of the City. This obligation shall survive until the termination and closure of the TID District under this Agreement. In the event Developer receives an exemption from general real estate taxes, such may be deemed an event of default hereunder and City may exercise its rights under the Remedies clauses in Article 7 hereof. Developer shall execute and record deed restrictions effectuating this provision.

Section 8.3. Warranty of Developer; Non-Transferability. The City has entered into this Agreement with Developer, on the basis of the identity of the Members and Managers, and on the strength of their experience. Therefore, Developer hereby warrants and represents to the City that the Members and Managers of Developer are as shown on Exhibit F, attached hereto. During the Term, Developer may not change Members and Managers without the prior written consent of the City, which shall not be unreasonably denied, delayed or conditioned. During the Term, Developer shall not change management of the Property from the Members and Managers without the prior written consent of the City, which consent shall not be unreasonably withheld. Any prohibited transfers under this Section, which have been made without securing the prior written consent of the City shall be considered an event of Default hereunder. In any event, any permitted or subsequent transferee hereunder must agree to be bound by the terms of this Development Agreement.

Section 8.4. Non-Discrimination Agreement. The Developer agrees that neither the Property nor any portion thereof, shall be sold to, leased or used by any Party in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, religion, marital status, age, handicap, or national origin and that construction, redevelopment, improvement, and operation of the Development shall be in compliance with all effective laws, ordinances and regulations relating to discrimination or any of the foregoing grounds.

Section 8.5. No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the Parties hereto and their permitted assignees, and no other Party shall acquire or have any rights under this Agreement or by virtue of this Agreement.

Section 8.6. Force Majeure. As used herein, the term “Force Majeure” shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by the City with respect to obligations of the City under this Agreement), alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence. Any party alleging Force Majeure has delayed its performance of obligations shall provide notice to the other party within

30 days of the events begging to cause delay and shall include in that notice an estimate on the anticipated amount of delay. The party shall then provide a second notice confirming the actual length of delay, the second notice shall be provided no later than 15 days after the anticipated end of the delay detailing the actual amount of the delay caused by the Force Majeure.

Section 8.7. Law Governing. The laws of the State of Wisconsin shall govern this Agreement. In the event of a dispute involving this Agreement, the Parties agree that venue shall be in Walworth County, Wisconsin, Circuit Court.

Section 8.8. Execution in Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 8.9. Amendment. This Agreement may be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, in writing signed by all Parties.

Section 8.10. Severability of Provisions. If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of the City, including, but not limited to, their powers under the Tax Increment Law, § 66.1105, Wis. Stats., to achieve its intended purpose.

Section 8.11. Recording and Survival. The City shall record this Agreement against the Property with the Register of Deeds for Walworth County, at the Developer's expense. All the terms and conditions of this Agreement shall survive the execution of this Agreement and the making of grants hereunder. This Agreement shall run with the land and be binding upon Developer and all of Developer's successors in interest. Every reference to Developer herein shall be a reference to Developer and all of Developer's successors in interest, including tax-exempt entities. This Agreement shall expire on the expiration of the Term, as defined above.

Section 8.12. Reservation of Rights. Nothing in this Agreement shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stat. § 893.80 or any other law.

Section 8.13. Vested Rights. Except as provided by law, or as expressly provided in the Agreement, no vested rights to develop the Project shall inure to Developer by virtue of this Agreement. Nor does the City warrant that Developer is entitled to any other approvals required for the construction of the Project as a result of this Agreement.

Section 8.14. Recitals. The representations and recitations set forth in Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph, subject to all of the terms and conditions in the balance of this Agreement.

Section 8.15. Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

Section 8.16. Representation. The Developer acknowledges that it has either had the assistance of legal counsel in the negotiation, review, and execution of this Agreement, or has voluntarily waived the opportunity to do so; that it has read and understood each of this Agreement's terms, conditions, and provisions, and their effects; and that it has executed this Agreement freely and not under conditions of duress.

Section 8.17. Authority. The individuals executing this Agreement on behalf of the Developer warrant and represent that they are duly authorized to bind the Developer to this Agreement. Developer warrants and represents that the execution of this Agreement is not prohibited by the Developer's articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. Developer shall provide proof upon request.

Section 8.18. Indemnification. Subject to the limitation described herein and except for any misrepresentation or any misconduct of any of the indemnified Parties, Developer and or its contractors shall indemnify, save harmless and defend the City and its respective officers, agents, and employees from and against any and all liability, suits, actions, claims, demands, losses, costs, damages, and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought (i) because of any Default or (ii) because of any injuries or damages received or sustained by any persons or property on account of or arising out of the construction and/or operations of the Project and the Property to the extent caused by the negligence or willful misconduct on Developer's part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time. This Section shall survive termination of this Agreement.

Section 8.19. Term. This Agreement shall continue in full force and effect until such time as Developer's obligations under this Agreement have been fully satisfied, at which point this Agreement shall terminate and be of no further force or effect. At that time, if this Agreement has been recorded the parties shall jointly execute and record a release of the Agreement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

CITY OF WHITEWATER:

BY: _____
John Weidl, City Manager

ATTEST:

BY: _____
Heather Boehm, City Clerk

AUTHENTICATION

Signature(s) John Weidl, City Manager and Heather Boehm, City Clerk, authenticated this ___ day of Month, Year.

Attorney Steven T. Chesebro
Title: Member State Bar of Wisconsin

I hereby certify that the necessary funds have been provided to pay the liability incurred by the City of Whitewater on the within Agreement.

Rachelle Blich
Finance & Administrative Services Director

APPROVED AS TO FORM:

Steven T.
Chesebro
City
Attorney

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
CONCEPT PLAN

EXHIBIT C
ELIGIBLE SITE DEVELOPMENT COSTS

Land Acquisition
Surveys
Certified Survey Maps
Subdivision Plat
Due Diligence, Design
Attorneys' Fees
Delivery Services
Construction Phase
Permits/City Fees
Water Cuts Across Street
Impact Fees/Park Fees

EXHIBIT D
REVOLVING LINE OF CREDIT AGREEMENT

REVOLVING LINE OF CREDIT AGREEMENT

ARTICLE I. DEFINITIONS

Section 1.1. Defined Terms

As used in this Agreement, the following terms shall have the meanings set forth below:

"Advance" means any loan or advance made by City to Developer under this Agreement.

"Agreement" means this Revolving Line of Credit Agreement, as it may be amended, supplemented, or otherwise modified from time to time.

"Applicable Law" means all applicable provisions of constitutions, laws, statutes, ordinances, rules, treaties, regulations, permits, licenses, approvals, interpretations and orders of courts or Governmental Authorities and all orders and decrees of all courts and arbitrators.

"Approved Construction Invoice" means an invoice for construction costs that (i) is consistent with the Construction Budget set forth in Exhibit A and (ii) complies with the requirements set forth in Section 2.3 of this Agreement.

"Business Day" means any day other than a Saturday, Sunday or Holiday recognized by the City and on which the City is closed.

"City" means City of Whitewater, a Wisconsin Municipal Corporation.

"Closing Date" means the date of this Agreement.

"Collateral" means all property and interests in property now owned or hereafter acquired by Developer that is subject to the Liens granted to City pursuant to any Loan Document.

"Construction Budget" means the detailed budget for the construction of houses on the Property, as set forth in Exhibit A attached hereto, which shall include line items for all costs associated with the acquisition, development, and construction of the Property.

"Default" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Developer" means Stonehaven Development, LLC a Wisconsin limited liability company and its successors and assigns.

"Event of Default" has the meaning specified in Section 7.1.

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever.

"Loan Documents" means, collectively, this Agreement, the Note, the Mortgage, and all other agreements, instruments, and documents executed in connection with this Agreement.

"Lot" means the 14 parcels of the Property following the division of the Property by Developer.

"Maximum Credit Amount" means One Million Two Hundred Thousand Dollars (\$1,200,000).

"Mortgage" means any mortgage, deed of trust, or similar instrument executed by Developer in favor of City, encumbering the Property to secure the Obligations.

"Note" means the promissory note executed by Developer in favor of City evidencing the Advances made by City, substantially in the form of Exhibit B attached hereto.

"Obligations" means all advances to, and debts, liabilities, obligations, covenants and duties of, Developer arising under any Loan Document, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising.

"Payment Date" means the day on which any Lot is sold by Developer.

"Person" means any individual, corporation, partnership, limited liability company, cooperative, association, joint stock company, trust, joint venture, unincorporated organization or other entity.

"Property" means the property identified as Parcel Identification Number /A503200001, /A503200002, /A410100001, /A410100002, and /A410100003 in the City of Whitewater,

Walworth County, Wisconsin as described on Exhibit C attached hereto as well as any lots the parcels are subdivided into.

"Sale Proceeds" means the gross proceeds received by Developer from the sale of a Lot, less reasonable and customary closing costs and expenses.

"Standard Rate" means the rate of interest per annum which shall be 6.75%.

Section 1.2. Other Interpretive Provisions

With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

- a. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise,
 - i. any definition of or reference to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified,
 - ii. any reference herein to any Person shall be construed to include such Person's successors and assigns,
 - iii. the words "herein," "hereof" and "hereunder," and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof,
 - iv. all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear,
 - v. any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and
 - vi. the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.
- b. In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

- c. Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

ARTICLE II. THE REVOLVING LINE OF CREDIT

Section 2.1. Revolving Line of Credit

- a. Subject to the terms and conditions set forth herein, City agrees to make Advances to Developer from time to time during the period from the Closing Date to July 1, 2030 (the “Maturity Date”), in an aggregate principal amount at any time outstanding not to exceed the Maximum Credit Amount; provided, however, that at no time shall there be more than four (4) Lots that are subject to active construction financing under this Agreement. Within the foregoing limits and subject to the terms and conditions set forth herein, Developer may borrow, prepay and reborrow under this revolving line of credit.
- b. To request an Advance, Developer shall notify City of such request in writing not later than 11:00 a.m., CST, two (2) weeks before the date of the proposed Advance. Each such written request shall specify
 - i. the amount of the Advance,
 - ii. the requested date of the Advance (which shall be a Business Day),
 - iii. the Lot for which the Advance is requested,
 - iv. a description of the construction costs to be paid with the proceeds of the Advance which shall be within the Construction Budget for the single family home on the Lot,
 - v. Copies of all invoices associated with the construction costs to be covered by the Advance,
 - vi. Receipts or waivers of construction lien for the work completed, and
 - vii. If no waivers are provided, payments must be made directly to invoicing company.
- c. Promptly following receipt of a request for an Advance in accordance with this Section, if all conditions precedent set forth in Section 2.3 have been satisfied, City shall make such Advance to Developer by check made payable to Developer and/or the invoicing company or companies.

Section 2.2. Note; Interest; Payments

- a. The Advances made by City shall be evidenced by the Note. The Note shall be dated as of the Closing Date and shall be payable to the order of City in the principal amount of the Maximum Credit Amount.
- b. Each Advance shall bear no interest on the outstanding principal amount thereof from the date such Advance is made until the earlier of July 1, 2030 or the date on which ownership of the Lot identified in the request for Advance is transferred from Developer to a third party. Should the City not receive payment of the Advance within seven (7) days of transfer of ownership to a third party, interest on the Advance shall begin to accrue at the rate of 12% per annum. Interest shall be calculated on the basis of a year of 365 days and the actual number of days elapsed. Interest shall be payable monthly in arrears on each Payment Date, commencing with the first Payment Date following the date of the initial Advance.
- c. The entire outstanding principal balance of all Advances, together with all accrued and unpaid interest thereon, shall be due and payable in full on the Maturity Date.
- d. Developer may prepay any Advance in whole or in part at any time without premium or penalty. Any prepayment shall be applied first to accrued interest and then to principal.
- e. Upon the sale of a Lot, Developer shall apply the Sale Proceeds to repay all Advances made for the acquisition, development, and construction of such Lot, together with all accrued interest thereon. If the Sale Proceeds are insufficient to repay all such Advances in connection with a Lot and accrued interest, Developer shall pay the deficiency to City within five (5) Business Days after the closing of the sale of such Lot. Provided an Event of Default has not occurred and is continuing, to facilitate a sale of a Lot and allow Developer to provide title insurance for a third party buyer of a Lot, City agrees to execute and deliver a partial release of the Mortgage to release the lien of the Mortgage against the Lot being sold.

Section 2.3. Conditions to Advances

- a. The obligation of City to make the initial Advance is subject to the satisfaction of the following conditions:
 - i. City shall have received each of the following, each in form and substance reasonably satisfactory to City:
 - 1. executed counterparts of this Agreement and each other Loan Document;
 - 2. the Note, duly executed by Developer;
 - 3. a Mortgage for the Property for which financing is initially requested, duly executed by Developer and properly recorded in the appropriate real property records;
 - 4. evidence of insurance as required by Section 5.5;
 - 5. a title insurance policy (or a marked, signed and redated commitment to issue such policy) insuring City's interest under the Mortgage as a valid first priority lien on the applicable Lot, subject only to such exceptions as City may approve, and containing such endorsements as City may require;

6. a survey of each Property for which financing is initially requested, prepared by a licensed surveyor acceptable to City;
 7. evidence that all taxes, assessments, and other charges relating to each Property for which financing is initially requested have been paid in full;
 8. the Construction Budget for the Property, in the form attached hereto as Exhibit A;
 9. copies of all building permits and other governmental approvals required for the construction of improvements on each Property for which financing is initially requested;
 10. copies of all construction contracts relating to each Property for which financing is initially requested; and
 11. such other documents, instruments, and agreements as City may reasonably request.
- ii. No Default or Event of Default shall exist or would result from the making of the Advance.
 - iii. The representations and warranties of Developer contained in Article IV shall be true and correct on and as of the date of the Advance.
- b. The Obligation of City to make each subsequent Advance is subject to the satisfaction of the following conditions:
- i. City shall have received each of the following, each in form and substance satisfactory to City:
 1. a written request for the Advance as required by Section 2.1(b);
 2. Approved Construction Invoices for all costs to be paid with the proceeds of the Advance;
 3. a title date-down endorsement to the title insurance policy for the applicable Lot, showing no liens or encumbrances other than those approved by the City;
 4. lien waivers from all contractors, subcontractors, and material suppliers who have performed work or supplied materials for the applicable Lot since the last Advance;
 5. a report from City's construction consultant confirming that the work for which payment is requested has been completed in accordance with the approved plans and specifications; and
 6. such other documents, instruments, and agreements as City may reasonably request.
 - ii. No Default or Event of Default shall exist or would result from the making of the Advance.
 - iii. The representations and warranties of Developer contained in Article IV shall be true and correct on and as of the date of the Advance.
 - iv. The number of Lots subject to active construction financing under this Agreement shall not exceed four (4) at any given time, with the exception that should bedrock, limestone, or similar conditions need to be remediated from the Property, an Advance shall be provided for the total cost of remediation of such bedrock, limestone, or similar

- conditions from the Property not to exceed the amount of \$10,000 per Lot which has bedrock, limestone, or similar conditions remediated.
- v. The total amount of all Advances for each Lot, including the requested Advance, shall not exceed the total amount budgeted for such lot in the attached Development Agreement between the City and Developer or Construction Budget.
 - c. Each request for an Advance shall constitute a representation and warranty by Developer that the conditions specified in Sections 2.3(a) and (b), as applicable, have been satisfied on and as of the date of the applicable Advance.

Section 2.4. Use of Proceeds

Developer shall use the proceeds of the Advances solely to pay for costs and expenses incurred in connection with the acquisition, development, and construction of the Property, as set forth in the Construction Budget for the Property. Developer shall not use the proceeds of any Advance for any purpose other than payment of Approved Construction Invoices.

ARTICLE III. SECURITY

Section 3.1. Grant of Security Interest

As security for the payment and performance of the Obligations, Developer hereby grants to City a continuing security interest in, and a right to set off against, any and all right, title and interest of Developer in and to all of the following, whether now owned or hereafter acquired by Developer: (a) the Property; (b) all building materials and other personal property located on or intended to be incorporated into the Property; (c) all plans, specifications, permits, licenses, contracts, and other documents relating to the construction of improvements on the Property; (d) all proceeds of the sale of any Lot; and (e) all proceeds of the foregoing.

Section 3.2. Further Assurances

At any time and from time to time, upon the request of City, and at the sole expense of Developer, Developer shall promptly execute and deliver all such further instruments and documents and take such further action as City may reasonably deem necessary or desirable to preserve and perfect its security interest in the Collateral and carry out the provisions and purposes of this Agreement.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES

Developer represents and warrants to City that:

Section 4.1. Existence, Qualification and Power

Developer (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (b) has all requisite power and authority to own and operate its properties, to carry on its business as now conducted, to enter into the Loan Documents to which it is a party and to carry out the transactions contemplated thereby, and (c) is qualified to do business and in good standing in every jurisdiction where its assets are located and wherever necessary to carry out its business and operations, except in jurisdictions where the failure to be so qualified or in good standing has not had, and could not be reasonably expected to have, a material adverse effect.

Section 4.2. Authorization; No Contravention

The execution, delivery and performance by Developer of each Loan Document to which it is a party have been duly authorized by all necessary action, and do not and will not (a) violate any provision of any law or any governmental rule or regulation applicable to Developer, any of the organizational documents of Developer, or any order, judgment or decree of any court or other agency of government binding on Developer; (b) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any contractual obligation of Developer; (c) result in or require the creation or imposition of any Lien upon any of the properties or assets of Developer (other than Liens created under any of the Loan Documents in favor of City); or (d) require any approval of stockholders, members or partners or any approval or consent of any Person under any contractual obligation of Developer, except for such approvals or consents which have been obtained on or before the Closing Date.

Section 4.3. Governmental Authorization; Other Consents

No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, Developer of any Loan Document to which it is a party.

Section 4.4. Binding Effect

Each Loan Document to which Developer is a party has been duly executed and delivered by Developer and constitutes a legal, valid and binding obligation of Developer, enforceable against Developer in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

Section 4.5. Financial Statements; No Material Adverse Effect

- a. The financial statements of Developer most recently delivered to City fairly present the financial condition of Developer as of the date thereof and the results of operations of Developer for the period covered thereby in accordance with consistently applied accounting principles.
- b. Since the date of the most recent financial statements of Developer delivered to City, to the knowledge of Developer, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a material adverse effect on the business, assets, operations, or condition (financial or otherwise) of Developer.

Section 4.6. Litigation

There are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of Developer, threatened, at law, in equity, in arbitration or before any Governmental Authority, by or against Developer or against any of its properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document, or any of the transactions contemplated hereby, or (b) either individually or in the aggregate, if determined adversely, could reasonably be expected to have a material adverse effect.

Section 4.7. No Default

No Default or Event of Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement or any other Loan Document.

Section 4.8. Ownership of Property; Liens

Developer has good record and marketable title in fee simple to, or valid leasehold interests in, all real property necessary or used in the ordinary conduct of its business, including the Property, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a material adverse effect. The property of Developer is subject to no Liens, other than Liens permitted by Section 6.1.

Section 4.9. Environmental Compliance

To the knowledge of Developer, Developer and the Property are in compliance with all applicable federal, state and municipal laws and regulations of an environmental nature, except to the extent that the failure to comply therewith could not reasonably be expected to have a material adverse effect.

Section 4.10. Insurance

The properties of Developer are insured with financially sound and reputable insurance companies not affiliates of Developer, in such amounts, with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in

localities where Developer operates.

Section 4.11. Taxes

Developer has filed all federal, state and other material tax returns and reports required to be filed, and has paid all federal, state and other material taxes, assessments, fees and other governmental charges levied or imposed upon it or its properties, income or assets otherwise due and payable, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with generally accepted accounting principles.

Section 4.12. Construction Budget

The Construction Budget for each Lot is complete and accurate and includes all costs and expenses necessary to complete the construction of the improvements on the Property in accordance with the plans and specifications previously approved by City.

ARTICLE V. AFFIRMATIVE COVENANTS

Section 5.1. Financial Statements

Subject to any reasonable confidentiality restrictions that Developer may desire, and which are permitted under Wisconsin law, so long as any Advance or other Obligation hereunder shall remain unpaid or unsatisfied, Developer shall deliver to City, in form and detail reasonably satisfactory to City:

- a. as soon as available, but in any event within 90 days after the end of each fiscal year of Developer, a balance sheet of Developer as at the end of such fiscal year, and the related statements of income or operations, changes in shareholders' equity, and cash flows for such fiscal year, all in reasonable detail by an independent certified public accountant reasonably acceptable to City;
- b. as soon as available, but in any event within 45 days after the end of each of the first three fiscal quarters of each fiscal year of Developer, a balance sheet of Developer as at the end of such fiscal quarter, and the related statements of income or operations, changes in shareholders' equity, and cash flows for such fiscal quarter and for the portion of Developer's fiscal year then ended, all in reasonable detail, certified by a responsible member or manager of Developer as fairly presenting the financial condition, results of operations, shareholders' equity and cash flows of Developer, subject only to normal year-end audit adjustments and the absence of footnotes;

- c. as soon as available, but in any event within 30 days after the end of each month, a report on the status of construction of each Lot, including a comparison of actual costs incurred to the Construction Budget and a projection of costs to complete; and
- d. promptly, such additional information regarding the business, financial or corporate affairs of Developer, or compliance with the terms of the Loan Documents, as City may from time to time reasonably request.

Section 5.2. Notices

So long as any Advance or other Obligation hereunder shall remain unpaid or unsatisfied, Developer shall promptly notify City:

- a. of the occurrence of any Default or Event of Default;
- b. of any matter that has resulted or could reasonably be expected to result in a material adverse effect, including (i) breach or non-performance of, or any default under, a contractual obligation of Developer; (ii) any dispute, litigation, investigation, proceeding or suspension between Developer and any Governmental Authority; or (iii) the commencement of, or any material development in, any litigation or proceeding affecting Developer;
- c. of the occurrence of any ERISA Event;
- d. of any material change in accounting policies or financial reporting practices by Developer; and
- e. of any material change in the status of construction of any Lot, including any delay in construction, any change in the plans or specifications, or any change in the Construction Budget.

Each notice pursuant to this Section shall be accompanied by a statement of a responsible member or manager of Developer setting forth details of the occurrence referred to therein and stating what action Developer has taken and proposes to take with respect thereto.

Section 5.3. Payment of Obligations

So long as any Advance or other Obligation hereunder shall remain unpaid or unsatisfied, Developer shall pay and discharge as they become due and payable, all its obligations and liabilities, including (a) all tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with generally accepted accounting principles are being maintained by Developer; (b) all lawful claims which, if unpaid, would by law become a Lien upon its property; and (c) all indebtedness under the Obligation (“Indebtedness”), as and when due and payable, but subject to any subordination provisions contained in any instrument or agreement evidencing such Indebtedness.

Section 5.4. Preservation of Existence, Etc.

So long as any Advance or other Obligation hereunder shall remain unpaid or unsatisfied, Developer shall:

- a. Preserve, renew and maintain in full force and effect its legal existence and good standing under the laws of the jurisdiction of its organization;
- b. Take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a material adverse effect; and
- c. Preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation of which could reasonably be expected to have a material adverse effect.

Section 5.5. Maintenance of Properties; Insurance

So long as any Advance or other Obligation hereunder shall remain unpaid or unsatisfied, Developer shall:

- a. Maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted;
- b. Make all necessary repairs thereto and renewals and replacements thereof except where the failure to do so could not reasonably be expected to have a material adverse effect; and
- c. Maintain with financially sound and reputable insurance companies not affiliates of Developer, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons, including, without limitation, (i) builder's risk insurance on each Property in an amount not less than the total cost of construction as set forth in the Construction Budget, (ii) liability insurance, and (iii) flood insurance, if any Property is located in a flood hazard area. Each such policy of insurance shall name City as an additional insured and loss payee.

Section 5.6. Compliance with Laws

So long as any Advance or other Obligation hereunder shall remain unpaid or unsatisfied, Developer shall comply in all material respects with the requirements of all laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted; or (b) the failure to comply therewith could not reasonably be expected to have a material adverse effect.

Section 5.7. Books and Records

So long as any Advance or other Obligation hereunder shall remain unpaid or unsatisfied, Developer shall:

- a. Maintain proper books of record and account, in which full, true and correct entries shall be made of all financial transactions and matters involving the assets and business of Developer; and
- b. Maintain such books of record and account in material conformity with all applicable requirements of any Governmental Authority having regulatory jurisdiction over Developer.

Section 5.8. Inspection Rights

Subject to any reasonable confidentiality restrictions that Developer may desire, and which are permitted under Wisconsin law, so long as any Advance or other Obligation hereunder shall remain unpaid or unsatisfied, Developer shall:

Permit representatives and independent contractors of City to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to Developer; provided, however, that when an Event of Default exists City (or any of its representatives or independent contractors) may do any of the foregoing at the expense of Developer at any time during normal business hours and without advance notice.

Section 5.9. Construction of Improvements

So long as any Advance or other Obligation hereunder shall remain unpaid or unsatisfied, Developer shall:

- a. Commence construction of the improvements on each Property within 30 days after the initial Advance for such Property and diligently pursue such construction to completion in accordance with the plans and specifications approved by City;
- b. Cause all work to be performed in a good and workmanlike manner, in accordance with all applicable laws, ordinances, rules, regulations, and requirements of all Governmental Authorities having jurisdiction over the Property; and
- c. Subject to any reasonable confidentiality restrictions that Developer may desire, and which are permitted under Wisconsin law, permit City and its representatives to enter upon each Property at all reasonable times to inspect the work and materials and to examine all detailed plans and shop drawings which are or may be kept at the construction site.

ARTICLE VI. NEGATIVE COVENANTS

Section 6.1. Liens

So long as any Advance or other Obligation hereunder shall remain unpaid or unsatisfied, Developer shall not, directly or indirectly create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following:

- a. Liens pursuant to any Loan Document;
- b. Liens for taxes not yet due or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with generally accepted accounting principles;
- c. carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 30 days or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person; and
- d. easements, rights-of-way, restrictions and other similar encumbrances affecting real property which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person.

Section 6.2. Indebtedness

So long as any Advance or other Obligation hereunder shall remain unpaid or unsatisfied, Developer shall not, directly or indirectly create, incur, assume or suffer to exist any Indebtedness, except Indebtedness under the Loan Documents and the promissory note between Developer, as borrower, and Legacy Realty Group, LLC, as lender, dated _____ in the principal amount of One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000.00) (the "Legacy Realty Promissory Note"). City acknowledges receipt of a copy of the Legacy Realty Promissory Note.

Section 6.3. Fundamental Changes

So long as any Advance or other Obligation hereunder shall remain unpaid or unsatisfied, Developer shall not, directly or indirectly merge, dissolve, liquidate, consolidate with or into another Person, or any Disposition of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person. As used in this Agreement, "Disposition" shall mean the sale, disposal, assignment, or

transfer of an asset, including without limitation, real or personal property.

Section 6.4. Dispositions

So long as any Advance or other Obligation hereunder shall remain unpaid or unsatisfied, Developer shall not, directly or indirectly make any Disposition or enter into any agreement to make any Disposition, except:

- a. Dispositions of obsolete or worn out property, whether now owned or hereafter acquired, in the ordinary course of business;
- b. Dispositions of inventory in the ordinary course of business; and
- c. Dispositions of Lots in the ordinary course of Developer's business, provided that (i) the Sale Proceeds are applied as required by Section 2.2(e), and (ii) no Default or Event of Default exists or would result from such Disposition.

Section 6.5. Change in Nature of Business

So long as any Advance or other Obligation hereunder shall remain unpaid or unsatisfied, Developer shall not, directly or indirectly engage in any material line of business substantially different from those lines of business conducted by Developer on the date hereof or any business substantially related or incidental thereto.

Section 6.6. Transactions with Affiliates

So long as any Advance or other Obligation hereunder shall remain unpaid or unsatisfied, Developer shall not, directly or indirectly enter into any transaction of any kind with any affiliate of Developer, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to Developer as would be obtainable by Developer at the time in a comparable arm's length transaction with a Person other than an affiliate. Notwithstanding anything to the contrary in this paragraph, City acknowledges and agrees that Developer may enter into agreements with an affiliated realtor that requires payment to such affiliated realtor of a commission fee that shall not exceed 5% of the sale price of a Lot.

Section 6.7. Use of Proceeds

So long as any Advance or other Obligation hereunder shall remain unpaid or unsatisfied, Developer shall not, directly or indirectly use the proceeds of any Advance, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose.

Section 6.8. Intentionally Omitted

Section 6.9. Changes to Construction Budget

So long as any Advance or other Obligation hereunder shall remain unpaid or unsatisfied, Developer shall not, directly or indirectly make or permit to be made any changes to the Construction Budget for any Property without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6.10. Changes to Plans and Specifications

So long as any Advance or other Obligation hereunder shall remain unpaid or unsatisfied, Developer shall not, directly or indirectly make or permit to be made any changes to the plans and specifications for the improvements on any Property without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE VII. EVENTS OF DEFAULT AND REMEDIES

Section 7.1. Events of Default

Any of the following shall constitute an “Event of Default”:

- a. **Non-Payment.** Developer fails to pay, within ten (10) days after receipt of written notice from City, of any amount of principal of any Advance, any interest on any Advance, or any fee due hereunder; or
- b. **Other Defaults.** Developer fails to perform or observe any other covenant or agreement (not specified in subsection (a) above) contained in any Loan Document on its part to be performed or observed within thirty (30) days after written notice thereof to Developer or within such extended period required to cure the default, provided cure efforts are undertaken in good faith within the thirty (30) period and Developer is diligently pursuing such cure; or
- c. **Representations and Warranties.** Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of Developer herein, in any other Loan Document, or in any document delivered in connection herewith or therewith shall be materially incorrect or materially misleading when made or deemed made; or
- d. **Insolvency Proceedings, Etc.** Developer institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is

appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for 60 calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding; or

- e. Inability to Pay Debts; Attachment. (i) Developer becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of Developer and is not released, vacated or fully bonded within 30 days after its issue or levy; or
- f. Judgments. There is entered against Developer (i) one or more final judgments or orders for the payment of money, or (ii) any one or more non-monetary final judgments that have, or could reasonably be expected to have, individually or in the aggregate, a material adverse effect and, in either case, (A) enforcement proceedings are commenced by any creditor upon such judgment or order, or (B) there is a period of 10 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or
- g. Invalidity of Loan Documents. Any provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect; or Developer or any other Person contests in any manner the validity or enforceability of any provision of any Loan Document; or Developer denies that it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind any provision of any Loan Document.

Section 7.2. Remedies Upon Event of Default

If any Event of Default occurs and is continuing, City may take any or all of the following actions:

- a. Declare the commitment of City to make Advances to be terminated, whereupon such commitment shall be terminated;
- b. Declare the unpaid principal amount of all outstanding Advances, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by Developer;
- c. Exercise all rights and remedies available to it under the Loan Documents or applicable law; and

- d. Take possession of each Lot (not previously sold to a third party and released by the City) and complete the construction of the improvements thereon, in which event City may expend such sums as it deems proper to complete such construction, and all amounts so expended by City shall be deemed to be Advances made to Developer under this Agreement and shall be secured by the Loan Documents.

Section 7.3. Application of Funds

After the exercise of remedies provided for in Section 7.2 (or after the Advances have automatically become immediately due and payable), any amounts received on account of the Obligations shall be applied by City in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts payable to City;

Second, to payment of that portion of the Obligations constituting accrued and unpaid interest on the Advances;

Third, to payment of that portion of the Obligations constituting unpaid principal of the Advances; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to Developer or as otherwise required by law.

ARTICLE VIII. MISCELLANEOUS

Section 8.1. Amendments, Etc.

No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by Developer therefrom, shall be effective unless in writing signed by City and Developer, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 8.2. Notices; Effectiveness; Electronic Communication

- a. Notices Generally. Except as provided in subsection (b) below, all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile as follows:

- i. If to Developer**

Stonehaven Development, LLC
797 Meadowgate Dr.
Waterford, WI 53185
Attention: Tim Vandeville Jr.
tim@stonehavendev.com

With a copy to:
Turke & Steil s.c.
613 Williamson St., Suite 201
Madison, WI 53703
Attention: Attorney Peter Turke
peter@turkelaw.com

ii. If to City,

City of Whitewater
Office of the Finance & Administrative Services Director
312 W Whitewater St
P.O. Box 178
Whitewater, WI 53190
Attention: Rachelle Blicht
RBlicht@Whitewater-wi.gov

With a copy to:
City of Whitewater
City Attorney's Office
312 W Whitewater St.
P.O. Box 178
Whitewater, WI 53190
Attention: Attorney Steven T. Chesebro
schesebro@whitewater-wi.gov

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by electronic mail shall be deemed to have been given when sent.

- b. Change of Address, Etc. Each of Developer and City may change its address, electronic mail or telephone number for notices and other communications hereunder by notice to the other party hereto.

Section 8.3. No Waiver; Cumulative Remedies; Enforcement

No failure by City to exercise, and no delay by City in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Section 8.4. Expenses; Indemnity; Damage Waiver

- a. **Costs and Expenses.** Developer shall pay all out-of-pocket expenses incurred by City (including the fees, charges and disbursements of any counsel for City), in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with the Advances made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Advances.
- b. **Indemnification by Developer¹.** Subject to the limitation described herein and except for any misrepresentation or any misconduct of any of the indemnified Parties, Developer and or its contractors shall indemnify, save harmless and defend the City and its respective officers, agents, and employees from and against any and all liability, suits, actions, claims, demands, losses, costs, damages, and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought (i) because of any Event of Default or (ii) because of any injuries or damages received or sustained by any persons or property on account of or arising out of the construction and/or operations of the Project and the Property to the extent caused by the negligence or willful misconduct on Developer's part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time. This Section shall survive termination of this Agreement.
- c. **Waiver of Consequential Damages, Etc.** To the fullest extent permitted by applicable law, Developer shall not assert, and hereby waives, and acknowledges that no other Person shall have, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Advance or the use of the proceeds thereof.
- d. **Payments.** All amounts due under this Section shall be payable not later than ten Business Days after demand therefor.

¹ Note to draft: this indemnification provision matches the indemnification provision in Section 8.18 of the Development Agreement.

- e. Survival. The agreements in this Section shall survive the termination of the commitment of City to make Advances and the repayment, satisfaction or discharge of all the other Obligations.

Section 8.5. Payments Set Aside

To the extent that any payment by or on behalf of Developer is made to City, or City exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by City in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred.

Section 8.6. Successors and Assigns

- a. Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that Developer may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of City. City may assign or otherwise transfer all or any portion of its rights or obligations hereunder to any Person (other than a natural Person, or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of a natural Person) without the consent of Developer. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, and, to the extent expressly contemplated hereby, the Related Parties of City) any legal or equitable right, remedy or claim under or by reason of this Agreement.
- b. Participations. City may at any time, without the consent of, or notice to, Developer, sell participations to any Person (other than a natural Person, or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of a natural Person) (each, a "Participant") in all or a portion of City's rights and/or obligations under this Agreement (including all or a portion of its commitment to make Advances and/or the Advances owing to it); provided that
 - i. City's obligations under this Agreement shall remain unchanged,
 - ii. City shall remain solely responsible to the other parties hereto for the performance of such obligations, and
 - iii. Developer shall continue to deal solely and directly with City in connection with City's rights and obligations under this Agreement.

Section 8.7. Treatment of Certain Information.

The Parties acknowledge that the City is subject to Public Records laws under Wis. Stat. §§ 19.31 – 19.39 and that some information provided to the City may become a public record and be subject to inspection. Developer understands that the City, as a governmental entity, has legal obligations to disclose public records upon request, unless a specific exemption applies. Notwithstanding any other provision in this Agreement regarding confidentiality, proprietary information, or non-disclosure, Developer acknowledges that the City cannot guarantee the confidentiality of any information provided to the City if such information constitutes a public record subject to disclosure under Open Records Laws. To the extent permitted by law and practicable under the circumstances, the City shall make reasonable efforts to notify Developer of any request made pursuant to Open Records Laws that seeks disclosure of information provided by Developer that Developer has specifically identified in writing as confidential or proprietary at the time of disclosure to the City. Developer shall have the opportunity, at its own expense, to submit written arguments to the City regarding whether the requested information is exempt from disclosure, and may obtain an injunction against disclosure at Developer's own expense if the City intends to release any information Developer believes to be confidential. Developer agrees to cooperate with the City in responding to any Open Records Laws requests, including providing any information necessary for the City to respond to such requests in a timely manner as required by law.

The City's disclosure of information pursuant to Open Records Laws shall not be deemed a breach of any confidentiality provisions contained in this Agreement.

Section 8.8. Right of Setoff

If an Event of Default shall have occurred and be continuing, City and each of its affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by City or any such affiliate to or for the credit or the account of Developer against any and all of the obligations of Developer now or hereafter existing under this Agreement or any other Loan Document to City or its affiliates, irrespective of whether or not City or affiliate shall have made any demand under this Agreement or any other Loan Document and although such obligations of Developer may be contingent or unmatured or are owed to a branch, office or affiliate of City different from the branch, office or affiliate holding such deposit or obligated on such indebtedness. The rights of City and its affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that City or its affiliates may have.

Section 8.9. Interest Rate Limitation

Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable law (the "Maximum Rate"). If City shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the

Advances or, if it exceeds such unpaid principal, refunded to Developer. In determining whether the interest contracted for, charged, or received by City exceeds the Maximum Rate, such Person may, to the extent permitted by applicable law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

Section 8.10. Counterparts; Integration; Effectiveness

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 2.3, this Agreement shall become effective when it shall have been executed by City and when City shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 8.11. Survival of Representations and Warranties

All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by City, regardless of any investigation made by City or on its behalf and notwithstanding that City may have had notice or knowledge of any Default at the time of any Advance, and shall continue in full force and effect as long as any Advance or any other Obligation hereunder shall remain unpaid or unsatisfied.

Section 8.12. Severability

If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 8.13. Governing Law; Jurisdiction; Etc.

- a. GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF WISCONSIN.
- b. SUBMISSION TO JURISDICTION. DEVELOPER IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST CITY OR ANY RELATED PARTY OF CITY IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF WISCONSIN SITTING IN WALWORTH COUNTY, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH WISCONSIN STATE COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.
- c. WAIVER OF VENUE. DEVELOPER IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE

LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

- d. SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 8.2. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

Section 8.14. Waiver of Jury Trial

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO

- a. CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND
- b. ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 8.15. Time of the Essence

Time is of the essence of the Loan Documents.

Section 8.16. Electronic Execution of Assignments and Certain Other Documents

The words "execute," "execution," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignments, amendments or other modifications, notices,

waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by City, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 8.17. No Advisory or Fiduciary Responsibility

In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), Developer acknowledges and agrees, and acknowledges its affiliates' understanding, that: (i) (A) the services regarding this Agreement provided by City are arm's-length commercial transactions between Developer and its affiliates, on the one hand, and City, on the other hand, (B) Developer has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) Developer is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) City is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for Developer or any of its affiliates, or any other Person and (B) City has no obligation to Developer or any of its affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) City and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of Developer and its affiliates, and City has no obligation to disclose any of such interests to Developer or its affiliates. To the fullest extent permitted by law, Developer hereby waives and releases any claims that it may have against City with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 8.18. Developer's Knowledge

References to the "knowledge" of Developer shall mean the actual knowledge of any member or manager of Developer together with the actual knowledge that any such Person obtained in the performance of such Person's duties as a member or manager of Developer.

Section 8.19. Force Majeure

As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by the City with respect to obligations of the City under this Agreement),

alteration, strike or lockout, picketing (whether legal or illegal), inability of a Person or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Person or its agents or contractors, as applicable. No Person to this Agreement shall be in default hereunder for so long as such Person or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence. Any party alleging Force Majeure has delayed its performance of obligations shall provide notice to the other party within 30 days of the events beginning to cause delay and shall include in that notice an estimate on the anticipated amount of delay. The party shall then provide a second notice confirming the actual length of delay, the second notice shall be provided no later than 15 days after the anticipated end of the delay detailing the actual amount of the delay caused by the Force Majeure.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

Attorney Steven T. Chesebro
Title: Member State Bar of Wisconsin

EXHIBIT A

CONSTRUCTION BUDGET

[DETAILED CONSTRUCTION BUDGET FOR EACH PROPERTY]

EXHIBIT B

FORM OF REVOLVING PROMISSORY NOTE

REVOLVING PROMISSORY NOTE

\$1,200,000.00

[DATE]

FOR VALUE RECEIVED, the undersigned, Stonehaven Development, LLC, a Wisconsin limited liability company ("Developer"), hereby promises to pay to the order of City of Whitewater, a Wisconsin Municipal Corporation ("City"), the principal sum of ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000.00), or so much thereof as may be advanced and outstanding hereunder, together with interest on the outstanding principal balance from the date hereof at the rate provided for in the Revolving Line of Credit Agreement referred to below.

The Developer further agrees to pay the principal and interest with respect to the revolving line of credit in accordance with the terms of the Revolving Line of Credit Agreement dated as of the date hereof between the Developer and the City (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

This revolving promissory note (this "Note") is the Note referred to in the Credit Agreement and is entitled to the benefits thereof. This Note is secured as provided in the Loan Documents. Reference is hereby made to the Loan Documents for a description of the properties and assets in which a security interest has been granted, the nature and extent of the security, and the terms and conditions upon which the security interests were granted and the rights of the holder of this Note in respect thereof.

The holder of this Note may endorse and attach a schedule to reflect the date, Type and amount of each Advance under the Credit Agreement, the date and amount of each payment or prepayment of principal hereof, and the date of each interest rate conversion or continuation pursuant to the Credit Agreement and the principal amount subject thereto; provided that the failure of the City to make any such recordation (or any error in such recordation) shall not affect the obligations of the Developer hereunder or under the Credit Agreement.

This Note is subject to prepayment as provided in the Credit Agreement.

Upon the occurrence of an Event of Default, the unpaid balance of the principal amount of this Note, together with all accrued and unpaid interest thereon, may become, or may be declared to be, due and payable in the manner, upon the conditions and with the effect provided in the Credit Agreement.

The terms of this Note are subject to amendment only in the manner provided in the Credit Agreement.

No reference herein to the Credit Agreement and no provision of this Note or the Credit Agreement shall alter or impair the obligations of the Developer, which are absolute and unconditional, to pay the principal of and interest on this Note at the place, at the respective times, and in the currency prescribed in the Credit Agreement.

The Developer, for itself, its successors and assigns, hereby waives diligence, presentment, protest and demand and notice of protest, demand, dishonor and non-payment of this Note.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF WISCONSIN.

IN WITNESS WHEREOF, the Developer has caused this Note to be duly executed by its authorized officer as of the day and year first above written.

Stonehaven Development, LLC a Wisconsin limited liability company

BY: _____
Amanda Vandeville, Member

EXHIBIT C

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT E
SCHEDULE OF CITY PAYMENTS

EXHIBIT F
DEVELOPER'S MEMBERS AND MANAGERS

Tim Vandeville Jr.
Amanda Vandeville

EXHIBIT G
PERSONAL GUARANTY
PERSONAL GUARANTY
(STONEHAVEN DEVELOPMENT, LLC)

The undersigned, Tim Vandeville, Jr. and Amanda Vandeville (“Guarantor”), for value received, and to induce the City of Whitewater, Wisconsin (“Lender”) to extend a Development Agreement and Loan to Stonehaven Development, LLC. (“Obligor”) dated as of even date with this guaranty, hereby jointly and severally guarantee full and timely:

- (1) payment of all sums (including, without limitation, principal, interest, fees, penalties, costs, and expenses for the preservation of any collateral and for enforcement and collection) due or to be come due under the Obligation described below; and
- (2) performance of all acts to be accomplished by Obligor under the Obligation described below.

Guarantor agrees that Guarantor may be joined in any action or proceeding commenced by Lender against Obligor in connection with or based upon the Obligation and that recovery may be had against Guarantor in any such action or proceeding, or in any independent action or proceeding against Guarantor, without any requirement that Lender and its successors or assigned first assert, prosecute, or exhaust any remedy or claim against Obligor and its successors and/or assigns, or against any collateral securing the Obligation. Guarantor agrees that Lender and Obligor may amend, renew, modify, or extend the Obligation without Guarantor’s consent or notice to Guarantor, and that this Guaranty shall remain in full force and effect as to any renewal, extension, modification, or amendment of the Obligation and may be enforced by any assignee of or successor to Lender. Guarantor agrees that the validity of this Guaranty and the obligations of Guarantor shall not in any way be terminated, affected, or impaired by reason of any action which Lender may take or be forced to take against Obligor, any collateral securing the Obligation or any other guarantor of the Obligation, or by reason of any waiver of, or failure to enforce, any of the rights or remedies of Lender, or by reason of any extension of time or other forbearance granted to Obligor by Lender. Guarantor agrees that this Guaranty is a continuing guaranty and shall not be revoked by the death of the undersigned. Guarantor hereby waives the right to notice of any and all notices or demands which may be given by Lender to Obligor, whether or not required to be given under the Obligation and hereby waives any notice of acceptance of this Guaranty by Lender.

Guarantor further waives all diligence of collection, presentment, protest, and all rights of contribution or subrogation against Guarantor until Lender is made whole. Guarantor further hereby waives all suretyship defenses generally, and the right to petition for the marshaling of assets.

The Obligation subject to this Guaranty includes, but is not limited to, any and all present and future indebtedness, obligations, and liabilities of any kind whatsoever of Obligor to Lender, whether direct or indirect, joint or several, absolute or contingent, liquidated or unliquidated, and whether or not evidenced by any note, draft, acceptance, guarantee, letter of credit, loan, advance, purchase, lease of goods or services, or other instrument or agreement, including without limitation: (a) the indebtedness evidenced by a Promissory Note payable to Lender dated as of even date executed by Obligor in the principal amount of One Million Two Hundred Thousand Dollars and no/100 (\$1,200,000.00); (b) the obligations of Obligor under the revolving loan fund agreement dated as of even date executed by Obligor in the principal amount of One Million Two Hundred Thousand Dollars and no/100 (\$1,200,000.00); (c) the obligations of Obligor under and/or provided for in the Development Agreement dated as of even date between Obligor and

Lender; (d) any and all other agreements, documents, or instruments between Obligor and Lender, whether now existing or hereafter arising; (e) any and all extensions, renewals, deferrals, modifications, refinancings, consolidations, or substitutions of any of the foregoing; and (f) all interest, charges, fees, expenses, and costs of any kind provided for in any of the foregoing.

Guarantor agrees that: (a) the validity, construction, and enforcement of this Guaranty are governed by the internal laws of the State of Wisconsin, except to the extent such laws are pre-empted by Federal Law; (b) invalidity of any provision of the Guaranty shall not affect the validity of any other provisions of this Guaranty; (c) this Guaranty benefits Lender, its successors and assigns, and binds Guarantor; and (d) this Guaranty shall continue in full force and effect, notwithstanding any change in structure or status of Obligor whether by merger, consolidation, reorganization, dissolution, or otherwise.

Guarantor acknowledges and agrees that Lender (a) has not made any representations or warranties with respect to, (b) does not assume any responsibility to Guarantor for, and (c) has no duty to provide information to Guarantor regarding, the enforceability of any of the Obligations or the financial condition of Obligor or any guarantor, Guarantor has independently determined the creditworthiness of Obligor and the enforceability of the Obligation and until the Obligation is paid in full and fully performed independently and without reliance on Lender continue to make such determinations.

This Guaranty will terminate upon the full performance, payment and satisfaction of all of the financial obligations of Obligor under the Development Agreement.

The undersigned, Tim Vandeville, Jr. and Amanda Vandeville, hereby represents and warrants to the City of Whitewater, Wisconsin that they reside at _____ and will provide notice of change of address within 60 days of moving.

Guarantor represents and warrants that this Guaranty is an obligation incurred in the interest of the marriage and/or the family.

[Signature page follows.]

Dated _____, 2026

GUARANTOR:

Tim Vandeville, Jr.

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)SS
COUNTY OF WALWORTH)

Personally came before me this ___ day of _____, 2026, the above named Tim Vandeville, Jr. to me known or satisfactorily proven to be the person who executed the foregoing instrument and acknowledged the same.

_____, Notary Public
_____, County, State of Wisconsin
My commission expires: _____

Dated _____, 2026

GUARANTOR:

Amanda Vandeville

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)SS
COUNTY OF WALWORTH)

Personally came before me this ___ day of _____, 2026, the above named Amanda Vandeville, to me known or satisfactorily proven to be the person who executed the foregoing instrument and acknowledged the same.

_____, Notary Public
_____, County, State of Wisconsin
My commission expires: _____

**A RESOLUTION TO APPROVE DEVELOPMENT AGREEMENT
WITH STONEHAVEN DEVELOPMENT, LLC**

WHEREAS, the Development Agreement for Stonehaven Development, LLC's (the "Developer") creation of 14 single family homes has been reviewed and recommended for approval by the City of Whitewater Community Development Association; and,

WHEREAS, Developer currently has under contract parcels addressed at 1222, 1242, 1252, 1262, and 1272 E Bluff Road, Whitewater, Walworth County Wisconsin, located as described under Exhibit A attached hereto (the "Property") (PIN: /A503200001, /A503200002, /A410100001, /A410100002, and /A410100003); and

WHEREAS, the City has created Tax Incremental Finance District No. #11 (the "TIF District") as enabled under Wis. Ch. 66, which includes the Property; and

WHEREAS, Developer expects that the Development Project will increase the value of the Property and the TIF District and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole; and

WHEREAS, the Development Project is consistent with the adopted project plan for the TIF District; and

WHEREAS, the City desires to encourage economic development including the elimination of slum and blight, expand its tax base, and create quality new residential units and new jobs within the City of Whitewater, the TIF District, and the Property; and

WHEREAS, the City finds that the construction of the Development Project and fulfillment, generally, of the terms and conditions of this Agreement, are in the vital and best interests of the City and its residents, by serving public purposes in accordance with State and local law and further consistent with the City's most recently adopted Project Plan for the TIF District (the "TID Plan"); and

WHEREAS, Developer has represented to the City, and, the City finds and determines that, but for the City's commitment and willingness to consider financial assistance to Developer, the Development Project might not take place in the City and the City would not accomplish one or more of the objectives of the TID Plan; and

WHEREAS, the City is authorized to enter into contracts necessary and convenient to implement the purpose of the TIF District, for the purpose of implementing the TID Plan as provided in Wis. Stat. Section 66.0621; and

NOW, THEREFORE BE IT RESOLVED, That the Common Council of the City of Whitewater authorizes the appropriate City Officials to enter into the Development Agreement with Stonehaven, LLC attached hereto as Exhibit A.

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

RESOLUTION NO.

Seconded by Council Member _____.

DATE	Meeting Date			
	YES	NO	PASS	ABSENT
Michael Smith				
Orin Smith				
Steven Sahyun				
Brian Schanen				
Neil Hicks				
Greg Majkrzak				
Patrick Singer				
Total:				

ADOPTED: _____

John Weidl, City Manager

ATTEST:

Heather Boehm, City Clerk



The Intelligent Way to Build

Tim,

Thank you for the information regarding the recent council meeting for the Whitewater housing project. In addition to us reducing the downpayment required for placing an order for the home by half (which was part of our original agreement), we are now willing to not require the full remaining payment for the homes until they are completed and ready to leave our property. This should help lessen the time the "loan" is working and help keep costs down and work toward attainable housing. We are excited about this project and believe it is a win for all involved: Wisconsin Homes Inc., Stonehaven Development, the city of Whitewater and of course, the new homeowner.

Please keep in touch as things progress.

Regards,

Brian Arndt

Manager of Outside Sales / Builder Development

Wisconsin Homes Inc.
425 West McMillan Street
PO Box 250
Marshfield, WI 54449
Phone: 715-384-2161
wisconsinhomesinc.com

MEMORANDUM

TO: John Weidl – City Manager, City of Whitewater
 Mason Becker, Economic Development Director, City of Whitewater

FROM: Schane Rudlang and Greg Johnson - Ehlers

DATE: December 18, 2025

SUBJECT: Financial Review – Stonehaven RLF (TID #11)

The City of Whitewater (“City”) has received a request for public assistance from Stonehaven Development (“Developer”) in the form of a Revolving Loan Fund (“RLF”) financed through Tax Increment Financing (“TIF”) for the construction of 14 single-family homes within Tax Increment District No. 11 (“Project”). This memorandum provides a summary of the financial review and recommendations regarding the proposed assistance structure.

Project Background

The Project consists of 14 single-family homes to be constructed over a two-year period (2026–2027). The Developer’s stated objective is to deliver these homes at the lowest possible cost by eliminating financing fees and equity investor profit. Each home is targeted to sell for approximately \$330,000 and will feature a single-story layout with three bedrooms, two bathrooms, and a two-car garage, totaling 1,456 square feet. Basements will remain unfinished with poured concrete floors.

Project Costs - Reimbursed

The costs associated with site acquisition and preparation for the Project are summarized below. The Developer anticipates incurring these expenses in 2026 and has requested reimbursement from the City upon submission of invoices during that year. This reimbursement would need to be funded by the City in advance, prior to the generation of any TIF revenue from the Project. The proposed budget does not include any fee waivers; all standard and customary development fees will apply.

Additionally, the cost estimates do not account for potential bedrock removal. While this is not expected to be necessary, if encountered, it could increase costs by approximately \$10,000 per home, or \$140,000 in total.

COST	Amount	Pct.	Per Lot
Private Land Acquisition	120,000	44.3%	8,571
Survey	4,200	1.6%	300
CSM (3 Parcels)	1,700	0.6%	121
Subdivision Plat (2 parcels)	7,300	2.7%	521
Due Diligence, Design	3,900	1.4%	279
Delivery Services	1,200	0.4%	86
Site Work	49,500	18.3%	3,536
Permit/City Fees	60,200	22.2%	4,300
Water Services	19,800	7.3%	1,414
TOTAL	267,800	99.0%	19,129

Revolving Loan Fund

In addition to reimbursing the Developer’s project costs of \$267,800, the Developer has requested that the City provide \$1.2 million in revolving loan funding for home construction at 0% interest. The RLF would be accessed by the Developer to construct four homes at a time. Upon the sale of each home, anticipated at approximately \$330,000, the net proceeds would be returned to the City’s RLF and made available for subsequent draws. This cycle would continue until all 14 homes are completed and sold.

To provide both the RLF and the reimbursement, the City would need to borrow \$1,467,800. Because these funds are not for public improvements, taxable financing is likely required. One potential option is a State Trust Fund Loan (“STFL”), which currently offers an interest rate of 5% for terms of five years or less, along with flexible payoff options and interest-only payments. Local bank financing is also an option. The STFL option is shown for illustration purposes.

Debt service would need to be supported by funds from TID #11 (or another source), as tax increment from the Project will not be sufficient in the near term. TID #11 currently has available funds, without additional development, to support these payments. Approximately \$231,108 is estimated to be required from TID #11 for this purpose. Based on current projections (see below), it may take until 2029 to complete construction and sell all homes.

Revenue Year	Projected Revenues				Expenditures				Balances			Revenue Year
	Tax Increments	Repayment of RLF	Existing TID #11 Revenue	Total Revenues	State Trust Fund Loan 1,467,800 Dated Date: 03/15/26			Total Expenditures	Annual	Cumulative	Liabilities Outstanding	
2027			73,390	73,390			73,390	73,390	0	0	1,467,800	2027
2028	28,825	600,000	44,565	673,390	600,000	5.00%	73,390	673,390	(0)	(0)	867,800	2028
2029	58,565	600,000		658,565	600,000	5.00%	43,390	643,390	15,175	15,175	267,800	2029
2030	78,981		69,234	148,215	150,000	5.00%	13,390	163,390	(15,175)	(0)	117,800	2030
2031	79,771		43,919	123,690	117,800	5.00%	5,890	123,690	(0)	(0)	0	2031
2032	80,569			80,569				0	80,569	80,568	0	2032
2033	81,374			81,374				0	81,374	161,943	0	2033
2034	82,188			82,188				0	82,188	244,131	0	2034
2035	83,010			83,010				0	83,010	327,141	0	2035
2036	83,840			83,840				0	83,840	410,981	0	2036
2037	84,678			84,678				0	84,678	495,659	0	2037
2038	85,525			85,525				0	85,525	581,185	0	2038
2039	86,381			86,381				0	86,381	667,565	0	2039
2040	87,244			87,244				0	87,244	754,809	0	2040
2041	88,117			88,117				0	88,117	842,926	0	2041
2042	88,998			88,998				0	88,998	931,924	0	2042
Total	1,178,066	1,200,000	231,108	2,609,174	1,467,800		209,450	1,677,250				Total

In this scenario, the debt would be paid off in 2031, and the TID increment from the Project would flow to the City. It is estimated that \$1,178,066 of TID increment would be generated by the project through 2042. The City would receive the net amount of \$931,924.

Developer Fee and Realtor Fee

The Developer would charge a flat fee of \$20,000 per home, representing approximately 6.1% of the estimated sale price. In addition, the Developer's affiliated real estate company will serve as the listing agent and may also represent buyers. Realtor commissions, split between the seller's and buyer's agent, of 5% will apply, providing an additional revenue stream for the Developer. No developer or investor equity will be contributed to the Project.

Risks and Obligations

The proposed arrangement for the Project is not a standard developer pay as you go TIF Note ("PAYGO"). In a PAYGO, the Developer takes the majority of the risk and expects TIF to provide gap financing to make a deal financeable. For this Project, the City has risks and obligations as outlined below:

- **Management of RLF:** Managing an RLF for 14 homes would take significantly more staff time than a traditional PAYGO.
- **Home Sale Timing:** If homes don't sell on the timing anticipated, the STFL could be outstanding longer/refinanced, requiring more assistance from TID #11.
- **Home Sale Price:** If the homes do not sell for the cost to construct the home, the RLF would receive incomplete repayment. The TID would then make up this difference. A reasonable buffer for inflation during the Project should be incorporated, increasing the maximum sale price of each home to \$350,000.
- **Cost Overruns:** Market factors could cause the cost of construction to exceed current estimates. This would make the homes more expensive to sell, potentially causing them to sit on the market longer, or needing to be sold for less than the construction cost. TID revenues would need to make up any shortfalls.

Risk Mitigation

To minimize financial risk, the City should implement the following safeguards:

- **Developer Shortfall Payments:** Require the Developer to cover any shortfall if tax increment revenues are insufficient to meet debt service obligations.
- **Special Assessments:** Retain the option to levy assessments or special charges on properties to recover unpaid amounts.
- **Letter of Credit:** Require the Developer to provide a letter of credit, estimated at \$200,000, to cover potential shortfalls in home sale proceeds and interest on the STFL. The City may draw on this letter of credit if necessary.
- **Developer Fee Adjustment:** If homes sell for less than construction cost, the Developer has agreed to forgo its fee, providing an additional buffer for the RLF.

Additionally, the City should reserve the right to terminate the development agreement at any time, while allowing completion of homes already under construction. This provision enables early repayment of the RLF if costs escalate significantly or home sales lag.

Summary

The City of Whitewater has established a goal of increasing the supply of single-family, owner-occupied homes. This development would advance that objective as an infill project requiring minimal municipal infrastructure improvements. The proposed approach reduces developer overhead, profit, and interest expense. While the arrangement introduces additional risk for the City, careful management of the Revolving Loan Fund and implementation of recommended mitigation strategies could provide a viable path to delivering more affordable single-family homes.

Date: March 11, 2026
To: Community Development Authority Board
From: Jeremiah Thomas, Comptroller
Re: Stonehaven Development – Personal Financial Statement Analysis

The Finance department was asked to review the Personal Financial Statement (PFS) provided by Tim Vandeville in conjunction with the proposed Stonehaven Development on Bluff Road.

The primary focus of the analysis is to assess the risk involved in the proposed development to the City and secondarily verify if there is enough liquidity from Tim to support potential minor payments of invoices while working through the reimbursement process from the City provided revolving loan.

First, to assess the possible liquidity capacity, we calculated a reasonable target based on the scope of the building project. Based on the proposed modular build costs, an assumed 4 homes built at a time and a 3-6 month completion timeframe to be ready for sale, and considering the City would be paying contractors directly for invoices incurred during the build a reasonable coverage ratio would be 15% of the total build cost for the 4 homes. Finance calculated this 15% coverage amount to be \$186,924 (this would also be more than 50% of the build cost of a single home). Based on the PFS provided by Tim, between his business and personal liquid assets he would have adequate funds to fund the 15% coverage amount.

The risk to the City is low due to the City securing the home and land as collateral for the revolving loan, and the City paying contractors directly through submitted invoices from the Revolving loan. With direct reimbursement from the Revolving loan to the contractors this eliminates or reduces the possibility of cash flow issues by Tim throughout the Stonehaven Development project.

It is Finance's opinion that there is no hinderances found in the PFS provided by Tim that would be a barrier to the Stonehaven Development moving forward. This conclusion was based on the understanding that the majority of invoices to be paid directly by the City from the Revolving Loan fund to the contractors, and the liquid funds stated on Tim's PFS show adequate reserves to fund up to 15% of the project costs while seeking reimbursement if that should arise.

	Original Proposal	Option 1A	Option 1B
Wastewater Utility Return Rate	3.50%	4%	4%
Developer's Interest Rate	0%	0%	1%
Total Interest	235,041	271,499	271,499
(per home)	16,789	19,393	19,393
Total Interest Paid by TID	235,041	271,499	230,199
Total Interest Paid by Developer			41,300
Interest Expense			2,950
All-in Cost	293,500	293,500	293,500
Developers Fee	20,000	20,000	20,000
5% Realtor Fee	16,500	16,500	16,648
Total Home Price	<u>330,000</u>	<u>330,000</u>	<u>333,098</u>
TID Reimbursed Project Costs	287,800	287,800	287,800
Total Interest Paid by TID	<u>235,041</u>	<u>271,499</u>	<u>230,199</u>
Total Cost Supported by TID	522,841	559,299	517,999
Total Estimated Increment from Project	<u>1,178,066</u>	<u>1,178,066</u>	<u>1,178,066</u>
TID Net Gain/(Loss)	655,225	618,767	660,067
Earned by Wastewater	235,041	271,499	271,499
Additional earned beyond baseline		36,457	36,457

Option 2A	Option 2B
5%	5%
0%	2%
346,724	346,724
24,766	24,766
346,724	264,124
	82,600
	5,900
293,500	293,500
20,000	20,000
16,500	16,795
<u>330,000</u>	<u>336,195</u>
287,800	287,800
346,724	264,124
<u>634,524</u>	<u>551,924</u>
1,178,066	1,178,066
<u>543,542</u>	<u>626,142</u>
346,724	346,724
111,683	111,683

American Deposit Current Money Market Rate	3.50%
Length of Time (6/1/2026-8/31/2030)	51 months
Starting Balance	1,467,800.00
Ending Balance	1,702,841.24
Interest earned	235,041.24
Per House	16,788.66



City of Whitewater

Stonehaven Development

Financial Review and Dev. Agmt. Process

1. Development Application – Developer submits request
2. Value - Assessor determine value of completed project
3. TIF Estimate – Calculate property taxes and TIF **Generated**
4. Underwriting – Work with developer to understand project
5. Need/Gap Determination – Work towards TIF **Needed**
6. Terms Sheet/Memo – Presentation of terms and/or memo to board
7. Development Agreement – Negotiate agreement and recommend to board

TIF Generated vs TIF Needed to Fill Gap

TIF **Generated**

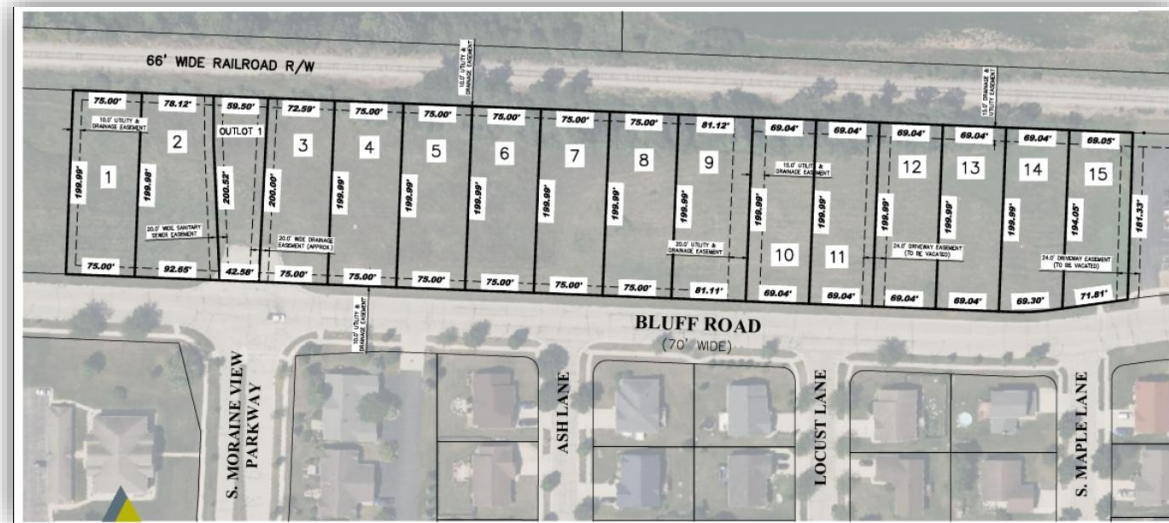
- Estimated Market Value
- Interim Rate (not Net Mill Rate)
- Percentage to the Developer (City retains portion for admin)
- Value inflation assumption, if any
- Interim Rate - change over time assumption, if any

TIF **Needed** via Proforma Review

- Total development costs
- Funding sources
- Interest rates for loans
- Apartment rents
- Tax credit pricing
- Developer contributions
- Developer fee repayment
- Utility allowances
- Operating expenses

Stonehaven Development - Overview

- Stonehaven Development proposal
- 14 single-family homes (2026–2027)
- Target sale price: \$330,000 per home, 1,456 sf



Item 36.

Funding Request

- Revolving Loan Fund (RLF): \$1,200,000 at 0% interest
- Site cost reimbursement: \$267,800
- Total City borrowing: \$1,467,800 (likely taxable financing)

COST	Amount	Pct.	Per Lot
Private Land Acquisition	120,000	44.3%	8,571
Survey	4,200	1.6%	300
CSM (3 Parcels)	1,700	0.6%	121
Subdivision Plat (2 parcels)	7,300	2.7%	521
Due Diligence, Design	3,900	1.4%	279
Delivery Services	1,200	0.4%	86
Site Work	49,500	18.3%	3,536
Permit/City Fees	60,200	22.2%	4,300
Water Services	19,800	7.3%	1,414
TOTAL	267,800	99.0%	19,129

Item 36.

Financing Structure

- RLF cycles with home sales
- Potential funding sources: State Trust Fund Loan (5% interest) or local bank
- Debt service supported by TID #11 funds until 2031
- Developer Profit: \$20,000 per home, Realtor's commissions
- No Developer equity, but guarantees and/or Letter of Credit

RLF - TID

Revenue Year	Projected Revenues				Expenditures				Balances			Revenue Year
	Tax Increments	Repayment of RLF	Existing TID #11 Revenue	Total Revenues	State Trust Fund Loan 1,467,800 Dated Date: 03/15/26			Total Expenditures	Annual	Cumulative	Liabilities Outstanding	
					Principal	Est. Rate	Interest					
2027			73,390	73,390			73,390	73,390	0	0	1,467,800	2027
2028	28,825	600,000	44,565	673,390	600,000	5.00%	73,390	673,390	(0)	(0)	867,800	2028
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2030	78,981		69,234	148,215	150,000	5.00%	13,390	163,390	(15,175)	(0)	117,800	2030
2031	79,771		43,919	123,690	117,800	5.00%	5,890	123,690	(0)	(0)	0	2031
2032	80,569			80,569				0	80,569	80,568	0	2032
2033	81,374			81,374				0	81,374	161,943	0	2033
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2037	84,678			84,678				0	84,678	495,659	0	2037
2038	85,525			85,525				0	85,525	581,185	0	2038
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2042	88,998			88,998				0	88,998	931,924	0	2042
Total	1,178,066	1,200,000	231,108	2,609,174	1,467,800		209,450	1,677,250				Total

Item 36.

Risks

- **RLF Management:** Requires significantly more staff time than a standard PAYGO.
- **Home Sale Timing:** Delays could extend debt payoff and increase reliance on other TID #11 revenues.
- **Sale Price Risk:** If homes sell below cost, RLF repayment falls short; allow max price to \$350,000.
- **Cost Overruns:** Higher construction costs could slow sales or force lower prices, creating pressure on other TID#11 revenues.

Risk Mitigation

- **Developer Shortfall Payments:** Developer covers any gap if tax increment revenues don't meet debt service.
- **Special Assessments:** City can levy assessments or charges to recover unpaid amounts.
- **Letter of Credit:** Developer provides \$200,000 letter of credit for potential shortfalls; City may draw if needed.
- **Developer Fee Adjustment:** Developer waives fee if homes sell below construction cost.
- **Termination Right:** City should retain.

Summary

- Aligns with City's housing goals
- Reduces developer overhead and interest costs
- No Developer equity, but guarantees and Letter of Credit exist
- Requires careful management and safeguards



Important Disclosures

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

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

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

Recommendation (Example/Sample)

- **MRO Amount:** \$6,500,000 if on a future/gross value basis (at 0% interest)
- **Annual Share:** Paid out from 90% of TIF annually generated by the Project
- **Value Inflation:** Projections based on 1.5% annual inflation on project value
- **Term:** Last possible payment year is 2046, no payments after 2046
- **Pay as you go:** No City borrowing for MRO
- **Lookback on Total Development Costs** – Upon completion, if the Actual Total Development Cost is less than 95% of the Estimated Total Development Cost, then the MRO will be reduced by the amount of the difference. Costs are PV, MRO is FV which yields shares in the underruns.



Council Agenda Item

Meeting Date:	April 20, 2026
Agenda Item:	Resolution to approve borrowing from Stormwater Utility
Staff Contact (name, email, phone):	Mason Becker, mbecker@whitewater-wi.gov

BACKGROUND

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

The attached resolution is necessary to approve the proposed internal borrowing from the city's stormwater utility. The city's Finance Director has prepared a spreadsheet showing different interest rate terms and considerations, which will be reviewed during this meeting.

The spreadsheet prepared by the Finance Director compares the interest rates in the original request, with scenarios that would increase the amount returned to the utility and the interest rate charged to the developer. Information on the current money market rate of return at 3.50% is also included.

Staff is not making a recommendation on what interest rate to choose. This is a council policy decision. For comparisons, the most recent loans given out by the Whitewater CDA for the Façade Loan Program and Capital Catalyst Loan Program were at a 4.00% interest rate.

If the council approves the Development Agreement with Stonehaven Development, the proposed borrowing resolution will need approval to facilitate the proposed Revolving Loan Fund component of the agreement.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

- The Development Agreement is up for approval at this same meeting

FINANCIAL IMPACT

(If none, state N/A)

- The Finance Department and Ehlers have both reviewed this proposed borrowing and have not expressed concerns with moving forward, given the terms outlined in the Development Agreement
- The addition of much needed single-family owner-occupied housing will represent significant improvement to these currently undeveloped properties, two of which that are currently tax-exempt

STAFF RECOMMENDATION

- City staff recommends approval of the drafted resolution

ATTACHMENT(S) INCLUDED

(If none, state N/A)

- Draft of Borrowing Resolution
- Draft of Promissory Note

Promissory Note

This Promissory Note (this **Note**) is made and entered into as of May _____, **2026** (the **Effective Date**), by and between **City of Whitewater**, a Wisconsin Municipal Corporation (the **Maker** or the **City**); and **City of Whitewater Wastewater Utility**, a Wisconsin Municipal Utility and political subdivision organized and existing under the laws of the State of Wisconsin (the **Payee** or the **Utility**).

Maker and Payee are sometimes referred to individually as a **Party** and collectively as the **Parties**.

FOR VALUE RECEIVED, and in consideration of funds advanced and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Maker hereby unconditionally promises to pay to the order of Payee, in lawful money of the United States of America, the principal sum of **One Million Four Hundred Sixty-Seven Thousand Eight Hundred Dollars (US \$1, 467,800.00)**, together with interest thereon as provided in this Note, upon the terms and conditions set forth below.

1. Principal Amount; Interest; Payment Structure

1. **Principal Amount.** Maker promises to pay to the order of Payee the principal sum of One Million Four Hundred Sixty-Seven Thousand Eight Hundred Dollars (US \$1, 467,800.00), or so much thereof as may be advanced to or for the benefit of Maker by Payee pursuant to this Note (the **Principal**).

2. Interest Rate.

1. **Interest Rate.** Interest shall accrue on the Outstanding Principal Balance at a fixed rate of three and a half percent (3.50%) per annum (the Interest Rate), from and including the Effective Date until the Outstanding Principal Balance and all accrued interest and other amounts payable under this Note are paid in full.

2. **Compounding Frequency.** Interest shall be compounded monthly. For purposes of this Note, Monthly Compounding means that on each Interest Computation Date (as defined below), all accrued and unpaid interest then outstanding shall be added to the Outstanding Principal Balance, and from and after such addition, interest shall accrue on the increased Outstanding Principal Balance at the Interest Rate.

3. **Interest Computation Dates.** Unless otherwise agreed in writing by the Parties, the Interest Computation Dates shall occur on the same calendar day of each calendar month as the Effective Date (or, if there is no corresponding day, on the last day of such month), commencing on the first such date following the Effective Date and

continuing on each such date thereafter through and including the Maturity Date (as defined below) or earlier payment in full of this Note.

- 4. Day Count Convention.** Interest shall be calculated on the basis of a 365-day year and the actual number of days elapsed in the applicable interest period, and compounded monthly as provided in this Section 1.2. The Parties acknowledge that for administrative convenience and consistency with the Amortization Schedule (as defined in Section 1.4), monthly interest accruals may be computed using a standardized monthly factor derived from the annual Interest Rate.
- 5. Compound Interest.** Interest under this Note shall be compound interest, and interest shall accrue on both:
 1. the Outstanding Principal Balance; and
 2. to the extent not paid when due, accrued and unpaid interest that has been added to the Outstanding Principal Balance pursuant to this Section 1.2. No provision of this Note shall be construed to require the payment or collection of interest in excess of the maximum rate permitted by applicable law, and this Note shall be subject to the usury savings provisions set forth in Section 7.

3. Interest-Only Payment Structure.

- 1. Periodic Interest Payments.** Until the Maturity Date (as defined below), Maker shall pay to Payee periodic payments of accrued interest only (each, an Interest Payment), without any required scheduled payment of Principal, except as may be otherwise required pursuant to prepayment or acceleration provisions of this Note.
- 2. Frequency of Interest Payments.** Interest Payments shall be due and payable in arrears on the 1st day of February each calendar year (each, an Interest Payment Date), commencing on February 1, 2027, and continuing on each Interest Payment Date thereafter through and including the Maturity Date or earlier payment in full of this Note.
- 3. Amount of Interest Payments.** Each Interest Payment shall be in an amount equal to all interest accrued on the outstanding Principal at the Interest Rate during the applicable interest period, as set forth in the amortization schedule attached as Exhibit A (the Amortization Schedule), which is incorporated herein by this reference. To the extent of any inconsistency between the text of this Note and Exhibit A solely as to numerical amounts, the Parties shall cooperate in good faith to correct any mathematical error, and the corrected schedule shall control prospectively; provided,

however, that in the absence of mutual written agreement, the textual provisions of this Note shall control.

4. **Maturity; Balloon Payment.**

1. **Maturity Date.** Unless earlier paid in full, the entire unpaid Principal balance of this Note, together with all accrued and unpaid interest thereon and all other amounts due under this Note, shall be due and payable in full on or before **August 31, 2030** (the **Maturity Date**).
2. **Balloon Payment.** On or before the Maturity Date, Maker shall make a final lump-sum payment (the **Balloon Payment**) to Payee in an amount equal to:
 1. the entire then-outstanding Principal balance of this Note, which, absent prepayment of Principal, is anticipated to be One Million Four Hundred Sixty-Seven Thousand Eight Hundred Dollars (US \$1,467,800.00); plus
 2. all accrued but unpaid interest through the date of such Balloon Payment; plus
 3. any other sums then due and payable under this Note.
3. **No Scheduled Principal Amortization.** Except as may be required upon acceleration or permitted as prepayment pursuant to Section 5, no scheduled periodic payments of Principal are required prior to the Maturity Date. Maker acknowledges that this Note has no payment obligation until the Balloon Payment is made.

2. **Place and Method of Payment**

1. **Payment Location.** All payments of Principal, interest, and other amounts due under this Note shall be made in lawful money of the United States of America, in immediately available funds, at the offices of Payee located at 312 W. Whitewater St. P.O. Box 178, Whitewater, WI 53190, or at such other place within the United States as Payee may from time to time designate in writing in accordance with this Note.
2. **Form of Payment.** Payments shall be made by wire transfer, automated clearing house (ACH) transfer, bank draft, or other immediately available funds acceptable to Payee, in Payees sole but reasonable discretion. Maker shall bear all transaction fees and charges imposed by Makers financial institution related to the transmission of such payments.
3. **Application of Payments.** Unless otherwise directed by Payee or required by applicable law:

1. payments received shall be applied first to any costs of collection, fees, charges, and expenses (including reasonable attorneys fees) then due under this Note, next to accrued and unpaid interest, and then to unpaid Principal; and
 2. any partial payments shall not postpone the Maturity Date or cure any Event of Default except to the extent expressly provided in a written waiver by Payee.
4. **Business Day Convention.** If any payment under this Note would become due on a day that is not a Business Day (as defined below), such payment shall be due and payable on the next succeeding Business Day, and such extension of time shall be included in the interest computation. For purposes of this Note, a **Business Day** means any day other than a Saturday, Sunday, or legal holiday on which banks are authorized or required by law to be closed in the jurisdiction where Payees principal offices are located.

3. Prepayment

1. **Right of Prepayment.** Maker may, at any time and from time to time prior to the Maturity Date, prepay all or any portion of the outstanding Principal, together with all accrued but unpaid interest on the amount so prepaid to the date of prepayment, without premium or penalty, subject to the conditions of this Section 3.
2. **Effect of Partial Prepayment.** Any partial prepayment of Principal shall:
 1. be applied to reduce the outstanding Principal balance of this Note;
 2. not postpone or otherwise affect the scheduled Interest Payment Dates or the Maturity Date; and
 3. result in a corresponding reduction in subsequent Interest Payments as reflected in a revised amortization schedule to be prepared by Maker and reasonably approved by Payee, which shall thereafter be deemed to amend and restate Exhibit A.
3. **No Reborrowing.** Any amount of Principal prepaid under this Note may not be reborrowed.

4. Representations, Warranties, and Covenants of Maker

1. **Existence and Authority.** Maker represents and warrants that:

1. it has all requisite power and authority to own its properties, to carry on its operations as presently conducted, and to execute, deliver, and perform its obligations under this Note; and
2. the execution, delivery, and performance of this Note by Maker have been duly authorized by all necessary corporate, organizational, board, council, commission, or other governing body action, including, if applicable, the adoption of all required resolutions.

2. **No Conflict; Consents.** Maker represents and warrants that:

1. the execution, delivery, and performance of this Note do not and will not conflict with or violate any provision of Makers organizational documents or any law, regulation, order, judgment, or decree applicable to Maker; and
2. all consents, approvals, authorizations, or filings required for Maker to execute, deliver, and perform this Note have been obtained or made and are in full force and effect, including, if applicable, any approvals required under municipal finance, budgetary, or debt limitation laws.

3. **Enforceability.** This Note constitutes the legal, valid, and binding obligation of Maker, enforceable against Maker in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors rights generally and general principles of equity.

4. **Use of Proceeds.** Maker covenants that the proceeds of this Note shall be used solely for lawful public or City purposes, including but not limited to the creation of a revolving loan fund for development of single-family homes within the City of Whitewater, and not in violation of any applicable law, regulation, ordinance, or debt limitation applicable to Maker.

5. Events of Default

Each of the following shall constitute an **Event of Default** under this Note:

1. **Failure to Pay Principal or Balloon Payment.** Maker fails to pay when due (a) any installment of Principal required under this Note (whether scheduled or upon prepayment), or (b) the Balloon Payment on or before the Maturity Date, in each case subject to any applicable cure period expressly stated in this Note.
2. **Other Payment Obligations.** Maker fails to pay any other amount due under this Note within ten (10) days after written notice from Payee specifying such failure.

3. **Breach of Covenants.** Maker fails to observe or perform any material covenant, agreement, or obligation contained in this Note (other than payment obligations described above), and such failure continues for ten (10) days after written notice thereof from Payee specifying the nature of such failure; provided, however, that if such failure is not reasonably capable of being cured within such period, no Event of Default shall be deemed to have occurred so long as Maker commences cure within such period and thereafter diligently and in good faith pursues such cure to completion within an additional ninety (90) days.
4. **Unlawfulness.** It becomes unlawful for Maker to perform any material obligation under this Note or for Payee to enforce any material right or remedy under this Note, and such unlawfulness is not remedied within a reasonable period consistent with applicable law.

6. Remedies Upon Event of Default

Upon the occurrence and during the continuance of an Event of Default, Payee shall have the following rights and remedies, which shall be cumulative and in addition to any rights and remedies available at law or in equity:

1. Acceleration.

1. Upon written notice to Maker, Payee may declare the entire unpaid Principal amount of this Note, together with all accrued but unpaid interest thereon and all other sums due under this Note, to be immediately due and payable, whereupon such amounts shall become immediately due and payable without presentment, demand, protest, or further notice of any kind, all of which are hereby expressly waived by Maker to the fullest extent permitted by law.
2. Payee may, in its sole discretion, rescind any notice of acceleration prior to the Maturity Date, but no such rescission shall be deemed a waiver of any existing or subsequent Event of Default.

2. Default Interest (If Permitted by Law).

1. From and after the occurrence of an Event of Default and for so long as such Event of Default is continuing, all outstanding amounts under this Note may, at the option of Payee to the extent permitted by applicable law, bear interest at a default rate per annum equal to the lesser of:
 1. the Interest Rate plus two percentage points (2%); or
 2. the maximum rate of interest permitted by applicable law.

2. Any default interest shall be in addition to, and not in lieu of, any other remedies available to Payee.
3. **Collection Costs and Attorneys Fees.** Maker shall pay on demand all reasonable costs and expenses incurred by Payee in enforcing this Note and exercising its rights and remedies upon an Event of Default, including, without limitation, reasonable attorneys fees and expenses, court costs, and costs of collection, to the extent permitted by applicable law.
4. **Remedies Cumulative; No Waiver.**
 1. No delay or failure by Payee in exercising any right or remedy under this Note shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of the same or any other right or remedy.
 2. No waiver by Payee of any Event of Default shall be effective unless in writing and signed by an authorized officer of Payee, and any such waiver shall be limited to the specific default and instance expressly stated therein.

7. Usury Savings Clause

Notwithstanding any provision of this Note to the contrary, it is the intent of the Parties that neither this Note nor any sums paid or payable hereunder shall result in the imposition of interest in excess of the maximum amount permitted by applicable law. Accordingly:

1. **Limitation on Interest.** In no event shall Maker be obligated to pay, or Payee be entitled to receive, interest in excess of the maximum lawful rate of interest, if any, that may be charged under applicable law for the use, forbearance, or detention of money.
2. **Adjustment of Payments.** If any amount of interest or other charges, fees, or consideration, however characterized, paid or payable by Maker to Payee under this Note is determined by a court of competent jurisdiction to exceed the maximum amount permitted by applicable law, then:
 1. such excess shall be deemed a partial prepayment of Principal and shall be applied and credited to the reduction of the outstanding Principal balance of this Note; and
 2. if the amount of such excess exceeds the outstanding Principal balance, such excess shall be refunded to Maker.

3. **Construction.** All calculations of interest due under this Note shall be made to comply with applicable usury laws. This Section shall override and control all other provisions of this Note which may be in conflict or inconsistent with it.

8. Notices

1. **Notices Generally.** All notices, consents, demands, requests, approvals, and other communications required or permitted under this Note (each, a **Notice**) shall be in writing and shall be deemed given and received:

1. when delivered personally;
2. when sent by nationally recognized overnight courier service (delivery charges prepaid) with evidence of delivery;
3. when transmitted by confirmed facsimile or confirmed electronic mail (if accompanied by a PDF or similar scan of a signed writing), provided that a hard copy is also sent by another method permitted under this Section; or
4. three (3) Business Days after being deposited in the United States mail, postage prepaid, certified or registered, return receipt requested; in each case addressed to the Parties at the addresses set forth below or at such other address as a Party may designate from time to time in accordance with this Section.

2. **Addresses for Notice.**

FOR THE CITY:

City of Whitewater
Office of the Finance & Administrative Services Director
312 W Whitewater St
P.O. Box 178
Whitewater, WI 53190
Attention: Rachelle Blich
RBlich@Whitewater-wi.gov

With a copy to:

City of Whitewater
City Attorney's Office
312 W Whitewater St.
P.O. Box 178
Whitewater, WI 53190

Attention: Attorney Steven T. Chesebro
schesebro@whitewater-wi.gov

FOR THE PAYEE:

City of Whitewater Wastewater Utility
Office of the Finance & Administrative Services Director
312 W Whitewater St
P.O. Box 178
Whitewater, WI 53190
Attention: Rachelle Blich
RBlich@Whitewater-wi.gov

3. **Change of Address.** Either Party may change its address or other contact information for Notice by giving Notice of such change to the other Party in accordance with the procedures set forth in this Section, and such change shall be effective only upon receipt.

9. Governing Law; Jurisdiction; Venue

1. **Governing Law.** This Note shall be construed in accordance with and governed by the laws of the State of Wisconsin, without giving effect to any choice-of-law or conflict-of-law rules or principles that would cause the laws of any other jurisdiction to apply.
2. **Jurisdiction and Venue.**
 1. To the extent permitted by applicable law, Maker irrevocably submits to the nonexclusive jurisdiction of the state courts located in Walworth County, State of Wisconsin in any action or proceeding arising out of or relating to this Note.
 2. Maker irrevocably waives any objection it may now or hereafter have to the laying of venue of any such action or proceeding in any such court and any claim that any such action or proceeding has been brought in an inconvenient forum, subject always to any applicable governmental or sovereign immunities and procedural requirements.
3. **Municipal Law Considerations.** Nothing in this Note shall be construed to waive, limit, or modify any sovereign, governmental, or other immunities, defenses, or limitations on liability available to Payee or Maker under applicable law, except to the limited extent expressly permitted and authorized by such law.

10. Assignment; Successors and Assigns

1. **Assignment by Maker.** Maker shall not assign, transfer, or delegate its obligations under this Note, whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of Payee, which may be granted or withheld in Payees sole discretion, except that no such consent shall be required in connection with a consolidation, merger, or reorganization of Maker with or into another public entity that assumes all of Makers obligations under this Note.
2. **Assignment by Payee.** Payee may assign or transfer its rights under this Note, in whole or in part, to another governmental entity, public agency, or financial institution, subject to any restrictions imposed by applicable law and any municipal policies or resolutions restricting such assignment. Any permitted assignee shall be entitled to all rights and remedies of Payee under this Note to the extent of the interest assigned.
3. **Binding Effect.** Subject to the foregoing, this Note shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

11. Waivers

1. **Waiver of Presentment, Demand, and Notice.** To the fullest extent permitted by law, Maker hereby waives presentment, demand for payment, protest, notice of protest, notice of dishonor, notice of nonpayment, and all other notices or demands in connection with the delivery, acceptance, performance, default, or enforcement of this Note, except as expressly required in this Note or by applicable law.
2. **No Waiver Implied.** No waiver of any provision of this Note shall be effective unless in writing and signed by the Party against whom enforcement of such waiver is sought. No waiver by Payee of any breach or default shall constitute a waiver of any other or subsequent breach or default.
3. **Partial Invalidity of Waivers.** If any waiver granted herein is held to be invalid or unenforceable under applicable law, such waiver shall be limited to the maximum extent permitted by such law, and the remaining provisions of this Note shall remain in full force and effect.

12. Relationship Between the Parties; Friendly Character of the Arrangement

1. **Independent Contracting Parties.** The Parties acknowledge and agree that they are independent contracting entities, each acting in its governmental, proprietary, and/or corporate capacity, as applicable. Nothing in this Note shall be construed to create a partnership, joint venture, agency, or fiduciary relationship between the Parties.

2. **Cooperative Public Purpose.** The Parties expressly recognize that this Note reflects a cooperative financial arrangement between a City and a Utility, undertaken for the purpose of promoting public welfare and efficient provision of City and municipal services. The Parties intend that this Note be administered in a spirit of mutual cooperation and good faith, consistent with the long-term relationship between the Parties and their shared responsibilities to the public.
3. **Good Faith and Fair Dealing.** Each Party covenants that it shall act in good faith and deal fairly with the other Party in the interpretation, performance, and enforcement of this Note, including in connection with any requested consents, approvals, or modifications that may be appropriate to respond to changing circumstances, subject always to applicable legal constraints and fiscal responsibilities.

13. Entire Agreement; Amendments

1. **Entire Agreement.** This Note, together with Exhibit A attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, understandings, and agreements, whether written or oral, relating to the same subject matter.
2. **Amendments and Modifications.** This Note may not be amended, modified, or supplemented except by an instrument in writing signed by duly authorized representatives of both Parties and, if required by applicable law, approved by their respective governing bodies or duly authorized officers.
3. **No Oral Modifications.** No oral statements, course of dealing, or trade usage shall modify, amend, or supplement the express written terms of this Note.

14. Severability

If any provision of this Note is held to be invalid, illegal, or unenforceable in any respect under any applicable law, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Note shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, to the extent that doing so does not materially and adversely affect the rights or obligations of either Party. The Parties further agree to negotiate in good faith to replace any such invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that most closely reflects the original intent of the Parties.

15. Headings; Construction

1. **Headings.** The headings, titles, and captions in this Note are for convenience of reference only and shall not affect the interpretation of any provision of this Note.
2. **Construction.**
 1. The terms herein, hereof, hereunder, and similar words refer to this Note as a whole and not to any particular section or provision.
 2. The words include and including shall be deemed to be followed by the words without limitation.
 3. Unless the context clearly requires otherwise, words of the singular number shall be deemed to include the plural and vice versa, and words denoting any gender shall be deemed to include all genders.
 4. This Note shall be construed without regard to any presumption or rule requiring construction against the Party causing this Note to be drafted; each Party acknowledges that it has had an opportunity to review this Note with counsel of its choice.

16. Counterparts; Electronic Signatures

1. **Counterparts.** This Note may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.
2. **Electronic Signatures.** Signatures delivered by facsimile, by electronic mail in portable document format (pdf) or similar electronic format, or by electronic signature in conformity with applicable electronic transaction laws, shall be deemed to be original signatures for all purposes and shall be binding upon the Parties to the same extent as an original signed counterpart.

17. Acknowledgment of Municipal and Public Law Requirements

1. **Appropriation and Budgeting (If Applicable).** The Parties acknowledge that Makers and/or Payees obligations under this Note may be subject to statutory or constitutional limitations on incurring debt or obligations in future fiscal years and may require appropriation of funds by the governing body in each fiscal year. To the extent required by applicable law:

1. this Note shall not constitute a general obligation of Maker or Payee, but shall be payable solely from lawfully available funds appropriated for such purpose; and
 2. nothing in this Note shall be deemed to obligate any governing body to appropriate funds for any fiscal year beyond the current fiscal year.
2. **No Waiver of Governmental Powers.** Nothing in this Note shall be construed to limit or restrict the governmental or regulatory powers of Maker or Payee, including their respective powers to adopt and enforce ordinances, regulations, tariffs, or policies in the public interest.
 3. **Public Records.** To the extent required by applicable public records or freedom of information laws, this Note and records related to it may be subject to public disclosure. Each Party shall be responsible for compliance with such laws with respect to records in its custody or control.

18. Miscellaneous

1. **Time of the Essence.** Time is of the essence with respect to all of Makers payment obligations and other performance obligations under this Note.
2. **Further Assurances.** Each Party agrees to execute and deliver such additional documents and to take such further actions as may be reasonably requested by the other Party and as are consistent with this Note, in order to carry out the purposes and intent of this Note.
3. **No Third-Party Beneficiaries.** This Note is entered into solely for the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Note, express or implied, is intended to confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.
4. **Survival.** All provisions of this Note that by their nature should survive payment or satisfaction of this Note shall so survive, including, without limitation, provisions relating to payment of costs of collection and attorneys fees, waivers, governing law, jurisdiction, and venue.

IN WITNESS WHEREOF, Maker has executed and delivered this Promissory Note as of the Effective Date set forth above, and Payee hereby acknowledges receipt of and agreement to the terms of this Note, all by and through their duly authorized officers or representatives.

Maker:

CITY OF WHITEWATER:

BY: _____
John Weidl, City Manager

ATTEST:

BY: _____
Heather Boehm, City Clerk

AUTHENTICATION

Signature(s) John Weidl, City Manager and Heather Boehm, City Clerk, authenticated this ____ day of May, 2026.

Attorney Steven T. Chesebro
Title: Member State Bar of Wisconsin

I hereby certify that the necessary funds have been provided to pay the liability incurred by the City of Whitewater on the within Agreement.

Rachelle Blich
Finance & Administrative Services Director

APPROVED AS TO FORM:

Steven T. Chesebro City Attorney

Payee:

CITY OF WHITEWATER WASTEWATER UTILITY:

BY: _____

John Weidl, City Manager

ATTEST:

BY: _____
Heather Boehm, City Clerk

Exhibit A

Amortization Schedule

This Exhibit A forms an integral part of, is attached to, and is incorporated by reference in that certain Promissory Note dated as of May _____, 2026, made by City of Whitewater, as Maker, in favor of City of Whitewater Wastewater Utility, as Payee (the **Note**). Capitalized terms used in this Exhibit A and not otherwise defined herein shall have the meanings given to such terms in the Note.

1. **Loan Terms for Reference.**

1. **Principal (Original):** One Million Four Hundred Sixty-Seven Thousand Eight Hundred Dollars (US \$1,467,800.00)
2. **Interest Rate:** Three and a half percent (3.50%) per annum, simple interest
3. **Assumed Interest Basis:** 365-day year
4. **Commencement of Interest Accrual:** May _____, 2026
5. **Maturity Date (Balloon Payment Due):** August 31, 2030
6. **Interest Payment Frequency:** Annual on or before February 1

2. **Structure of Schedule.** The schedule below assumes:

1. that the full Principal amount of One Million Four Hundred Sixty-Seven Thousand Eight Hundred Dollars (US \$1,467,800.00) is advanced on the Effective Date and remains outstanding until the Maturity Date, except for any prepayments that may be made by Maker pursuant to Section 3 of the Note; and
2. that no prepayments of Principal are made. In the event of any prepayment of Principal, this schedule shall be adjusted as provided in the Note.

3. **Illustrative Payment Table.**

The table below is provided in a format suitable for completion once the Parties have selected the specific interest payment frequency and date conventions. The numerical values are to be populated based on the final selections and standard financial calculations consistent with the Note.

Number of Months	Date	Days in Period	Starting Balance	Interest Accrued	Payment	Cumulative Interest	Balance Due
1	6/1/2026		\$ 1,467,800.00	\$ -		\$ -	\$1,467,800.00
2	7/1/2026	30	\$ 1,467,800.00	\$ 4,228.31		\$ 4,228.31	\$1,472,028.31
3	8/1/2026	31	\$ 1,472,028.31	\$ 4,382.06		\$ 8,610.37	\$1,476,410.37
4	9/1/2026	31	\$ 1,476,410.37	\$ 4,395.10		\$ 13,005.47	\$1,480,805.47
5	10/1/2026	30	\$ 1,480,805.47	\$ 4,265.78		\$ 17,271.25	\$1,485,071.25
6	11/1/2026	31	\$ 1,485,071.25	\$ 4,420.88		\$ 21,692.13	\$1,489,492.13
7	12/1/2026	30	\$ 1,489,492.13	\$ 4,290.80		\$ 25,982.94	\$1,493,782.94
8	1/1/2027	31	\$ 1,493,782.94	\$ 4,446.82		\$ 30,429.75	\$1,498,229.75
9	2/1/2027	31	\$ 1,498,229.75	\$ 4,460.05	\$34,889.80	\$ 34,889.80	\$1,467,800.00
10	3/1/2027	28	\$ 1,467,800.00	\$ 3,946.05		\$ 38,835.85	\$1,471,746.05
11	4/1/2027	31	\$ 1,471,746.05	\$ 4,381.21		\$ 43,217.07	\$1,476,127.26
12	5/1/2027	30	\$ 1,476,127.26	\$ 4,252.30		\$ 47,469.37	\$1,480,379.57
13	6/1/2027	31	\$ 1,480,379.57	\$ 4,406.92		\$ 51,876.29	\$1,484,786.48
14	7/1/2027	30	\$ 1,484,786.48	\$ 4,277.25		\$ 56,153.53	\$1,489,063.73
15	8/1/2027	31	\$ 1,489,063.73	\$ 4,432.77		\$ 60,586.30	\$1,493,496.50
16	9/1/2027	31	\$ 1,493,496.50	\$ 4,445.96		\$ 65,032.27	\$1,497,942.46
17	10/1/2027	30	\$ 1,497,942.46	\$ 4,315.15		\$ 69,347.41	\$1,502,257.61
18	11/1/2027	31	\$ 1,502,257.61	\$ 4,472.04		\$ 73,819.46	\$1,506,729.65
19	12/1/2027	30	\$ 1,506,729.65	\$ 4,340.46		\$ 78,159.92	\$1,511,070.11
20	1/1/2028	31	\$ 1,511,070.11	\$ 4,498.28		\$ 82,658.19	\$1,515,568.39
21	2/1/2028	31	\$ 1,515,568.39	\$ 4,511.67	\$52,280.06	\$ 87,169.86	\$1,467,800.00
22	3/1/2028	29	\$ 1,467,800.00	\$ 4,087.17		\$ 91,257.04	\$1,471,887.17
23	4/1/2028	31	\$ 1,471,887.17	\$ 4,381.63		\$ 95,638.67	\$1,476,268.81
24	5/1/2028	30	\$ 1,476,268.81	\$ 4,252.71		\$ 99,891.38	\$1,480,521.52
25	6/1/2028	31	\$ 1,480,521.52	\$ 4,407.34		\$ 104,298.72	\$1,484,928.86
26	7/1/2028	30	\$ 1,484,928.86	\$ 4,277.66		\$ 108,576.38	\$1,489,206.52
27	8/1/2028	31	\$ 1,489,206.52	\$ 4,433.19		\$ 113,009.57	\$1,493,639.71
28	9/1/2028	31	\$ 1,493,639.71	\$ 4,446.39		\$ 117,455.96	\$1,498,086.10
29	10/1/2028	30	\$ 1,498,086.10	\$ 4,315.56		\$ 121,771.52	\$1,502,401.66
30	11/1/2028	31	\$ 1,502,401.66	\$ 4,472.47		\$ 126,244.00	\$1,506,874.13
31	12/1/2028	30	\$ 1,506,874.13	\$ 4,340.88		\$ 130,584.87	\$1,511,215.01
32	1/1/2029	31	\$ 1,511,215.01	\$ 4,498.71		\$ 135,083.58	\$1,515,713.72
33	2/1/2029	31	\$ 1,515,713.72	\$ 4,512.10	\$52,425.82	\$ 139,595.68	\$1,467,800.00
34	3/1/2029	28	\$ 1,467,800.00	\$ 3,946.05		\$ 143,541.73	\$1,471,746.05

35	4/1/2029	31	\$ 1,471,746.05	\$ 4,381.21		\$ 147,922.95	\$1,476,127.26
36	5/1/2029	30	\$ 1,476,127.26	\$ 4,252.30		\$ 152,175.25	\$1,480,379.57
37	6/1/2029	31	\$ 1,480,379.57	\$ 4,406.92		\$ 156,582.16	\$1,484,786.48
38	7/1/2029	30	\$ 1,484,786.48	\$ 4,277.25		\$ 160,859.41	\$1,489,063.73
39	8/1/2029	31	\$ 1,489,063.73	\$ 4,432.77		\$ 165,292.18	\$1,493,496.50
40	9/1/2029	31	\$ 1,493,496.50	\$ 4,445.96		\$ 169,738.14	\$1,497,942.46
41	10/1/2029	30	\$ 1,497,942.46	\$ 4,315.15		\$ 174,053.29	\$1,502,257.61
42	11/1/2029	31	\$ 1,502,257.61	\$ 4,472.04		\$ 178,525.33	\$1,506,729.65
43	12/1/2029	30	\$ 1,506,729.65	\$ 4,340.46		\$ 182,865.79	\$1,511,070.11
44	1/1/2030	31	\$ 1,511,070.11	\$ 4,498.28		\$ 187,364.07	\$1,515,568.39
45	2/1/2030	31	\$ 1,515,568.39	\$ 4,511.67	\$52,280.06	\$ 191,875.74	\$1,467,800.00
46	3/1/2030	28	\$ 1,467,800.00	\$ 3,946.05		\$ 195,821.79	\$1,471,746.05
47	4/1/2030	31	\$ 1,471,746.05	\$ 4,381.21		\$ 200,203.00	\$1,476,127.26
48	5/1/2030	30	\$ 1,476,127.26	\$ 4,252.30		\$ 204,455.31	\$1,480,379.57
49	6/1/2030	31	\$ 1,480,379.57	\$ 4,406.92		\$ 208,862.22	\$1,484,786.48
50	7/1/2030	30	\$ 1,484,786.48	\$ 4,277.25		\$ 213,139.47	\$1,489,063.73
51	8/1/2030	31	\$ 1,489,063.73	\$ 4,432.77		\$ 217,572.24	\$1,493,496.50
Final	8/31/2030	30	\$ 1,493,496.50	\$ 4,302.34		\$ 221,874.58	\$1,497,798.84

*Note: The final interest payment amount may be prorated to reflect the actual number of days elapsed to the date of the Balloon Payment.

4. Adjustment for Prepayments. In the event Maker makes any prepayment of Principal pursuant to Section 3 of the Note:

1. Maker shall prepare a revised amortization schedule reflecting:

1. the date and amount of each such prepayment;
2. the resulting reduced Principal balance; and
3. the revised amounts of future Interest Payments and remaining Balloon Payment amount, taking into account the reduced Outstanding Principal Balance and continued application of the Interest Rate and compounding methodology set forth in the Note.

2. such revised schedule shall become an amendment to this Exhibit A upon written approval by Payee, which shall not be unreasonably withheld, conditioned, or delayed.

[SIGNATURE PAGE TO FOLLOW]

ACKNOWLEDGED AND APPROVED AS OF THE EFFECTIVE DATE OF THE NOTE:

Maker:

CITY OF WHITEWATER:

BY: _____
John Weidl, City Manager

ATTEST:

BY: _____
Heather Boehm, City Clerk

AUTHENTICATION

Signature(s) John Weidl, City Manager and Heather Boehm, City Clerk, authenticated this ____ day of May, 2026.

Attorney Steven T. Chesebro
Title: Member State Bar of Wisconsin

I hereby certify that the necessary funds have been provided to pay the liability incurred by the City of Whitewater on the within Agreement.

Rachelle Blich
Finance & Administrative Services Director

APPROVED AS TO FORM:

Steven T. Chesebro City Attorney

Payee:

CITY OF WHITEWATER WASTEWATER UTILITY:

BY: _____
John Weidl, City Manager

ATTEST:

BY: _____
Heather Boehm, City Clerk

A RESOLUTION TO APPROVE ENTERING INTO A INTERFUND LOAN AGREEMENT BETWEEN THE WASTEWATER UTILITY AND THE GENERAL FUND

WHEREAS, the City intends to enter into a development agreement with Stonehaven Development, LLC which requires the creation of a 1.2 million dollar revolving loan fund and \$280,000 upfront payment to incentivize the construction of 14 single family homes within the City of Whitewater,

WHEREAS, the Wastewater fund has 1.2 million dollars available currently earning 3.5% interest in a savings account; and,

WHEREAS, should the City obtain a loan outside of an interfund loan it would likely have to repay interest around 7% APR; and

NOW, THEREFORE BE IT RESOLVED, That the Common Council of the City of Whitewater authorizes the appropriate City Officials to enter into a Interfund Loan Agreement with Wastewater Utility in the amount of One Million Four Hundred Sixty-Seven Thousand Eight Hundred Dollars (\$1,467,800.00), with interest to be paid back annually in February and an interest rate of ____ % and the full loan to be paid back on or before August 31, 2030 in substantially the form of the Promissory Note attached hereto as Exhibit A.

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

Seconded by Council Member _____.

DATE	4/20/26			
	YES	NO	PASS	ABSENT
Michael Smith				
Orin Smith				
Steven Sahyun				
Brian Schanen				
Neil Hicks				
Greg Majkrzak				
Patrick Singer				
Total:				

ADOPTED: _____

John Weidl, City Manager

RESOLUTION NO.

ATTEST:

Heather Boehm, City Clerk