



## Community Development Authority Board of Directors

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

**Thursday, August 21, 2025 - 5:30 PM**

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

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**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.**

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## **AGENDA**

**CALL TO ORDER**

**ROLL CALL**

**INTRODUCTION OF NEW ECONOMIC DEVELOPMENT DIRECTOR**

**CONFLICT OF INTEREST**

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

### **APPROVAL OF AGENDA**

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

### **CONSENT AGENDA**

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

1. Approval of June 2025 Financial Statements
2. Approval of July 2025 Minutes
3. Update on Royal Hounds Property, tax key /A323600002 on Bluff Road

### **HEARING OF CITIZEN COMMENTS**

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

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

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

4. Review and take potential action on Innovation Center audio/visual equipment purchase

### **FUTURE AGENDA ITEMS**

### **ADJOURNMENT**

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

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

Account Name	CDA Operating	Action Bus Dev (UDAG) Checking	Façade Checking	CDBG Housing	Capital Cat Checking
Fund Account Number	Fund 900	Fund 910 xxx-127	Fund 910 xxx-442	Fund 910 xxx-450	Fund 910 xxxxxx3734
Bank	1st Citizens	1st Citizens	1st Citizens	1st Citizens	Associated
Interest Rate	4.73%	4.49%	4.49%	4.49%	1.51%
GL Account Number(s)	900-11100	910-11800 910-11801 910-11806	910-11702	910-11600	910-11900
<b>GL Balance as of:</b>					
07/31/2024	-6,399.39	893,135.53	2,516.35	8,229.06	120,654.72
08/31/2024	1,744.27	803,182.07	4,952.84	8,265.72	120,859.11
09/30/2024	62,934.26	790,169.88	7,401.46	8,303.72	121,057.24
10/31/2024	48,557.44	758,849.41	9,860.33	8,340.60	121,236.68
11/30/2024	33,654.07	761,184.17	12,025.37	8,373.75	146,957.91
12/31/2024	22,428.83	743,146.88	14,500.97	8,408.74	144,556.29
01/31/2025	-7,220.28	748,655.09	16,983.17	8,441.84	144,771.39
02/28/2025	-16,250.58	744,325.86	19,464.80	8,470.57	142,679.46
03/31/2025	-28,265.97	755,653.85	21,962.26	8,502.21	140,081.07
04/30/2025	-47,855.77	755,493.20	24,460.13	8,532.90	140,254.92
05/31/2025	-60,264.95	617,028.71	26,971.70	8,563.69	140,433.60
06/30/2025	-73,152.80	612,062.71	29,496.38	8,595.44	140,606.74
<b>Outstanding items</b>		-11,483.55			
<b>Current Bank Balance</b>	<b>-73,152.80</b>	<b>623,546.26</b>	<b>29,496.38</b>	<b>8,595.44</b>	<b>140,606.74</b>
<b>Difference:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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

June 2025 Interest Income	GL #	Amount	Desc
ACTION-BUS DEV-BUS PARK-XXX127	910-11800	2,298.23	June 2025 Interest Income
FACADE CKING-1ST CIT- XXX442	910-11702	106.09	June 2025 Interest Income
CDBG-HOUSING CHK-1CSB XXX450	910-11600	31.75	June 2025 Interest Income
CAP CAT-ASSOC BK XXXXX3734	910-11900	173.14	June 2025 Interest Income
INTEREST INCOME-ACTION FUND	910-48109-00	(2,298.23)	June 2025 Interest Income
INTEREST INCOME-FACADE	910-48103-00	(106.09)	June 2025 Interest Income
INTEREST INCOME-HOUSING	910-48104-00	(31.75)	June 2025 Interest Income
INTEREST INCOME-SEED FUND	910-48108-00	(173.14)	June 2025 Interest Income

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Notes	Description	Invoice Number	Invoice GL Account	Invoice Amount
<b>900</b>									
06/25	06/19/2025	98626	291	GORDON FLESCH CO INC		MAY 2025 COPIES CHARGE	IN15200282	900-56500-310	16.10
06/25	06/19/2025	900184	8487	US BANK	NOLAN GOSSE-STAFFORD	OTP DEMSEY PARCEL	June 2025	900-56500-212	33.50
06/25	06/19/2025	900184	8487	US BANK	NOLAN GOSSE-STAFFORD	PRE/3 DEVELOPMENT	June 2025	900-56500-212	33.50
06/25	06/19/2025	900184	8487	US BANK	NOLAN GOSSE-STAFFORD	GENERAL LEGAL	June 2025	900-56500-212	402.00
06/25	06/19/2025	900184	8487	US BANK	HEATHER M BOEHM-AMAZ	wrist rest for Emily in Economic Development	June 2025	900-56500-310	9.99
06/25	06/19/2025	900184	8487	US BANK	JEREMIAH THOMAS-COBBL	HOTEL STAY FOR CDA-BETSY SWENSON	June 2025	900-56500-330	405.00
Total 900:									900.09
Grand Totals:									900.09

**CITY OF WHITEWATER**  
**BALANCE SHEET**  
**JUNE 30, 2025**

Item 1.

**ECONOMIC DEVELOPMENT FUND**

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>ASSETS</u>				
900-11100 CASH	22,428.83	( 12,887.85)	( 95,581.63)	( 73,152.80)
900-13150 A/R-TREASURER	.00	.00	350.00	350.00
900-19000 GASB 68-WRS NET PENSION ASSETS	( 7,320.61)	.00	.00	( 7,320.61)
900-19021 GASB 68-WRS DOR	66,808.68	.00	.00	66,808.68
900-19999 GASB 68-PENSION CLEARING ACCT	( 11,003.00)	.00	.00	( 11,003.00)
TOTAL ASSETS	70,913.90	( 12,887.85)	( 95,231.63)	( 24,317.73)
<u>LIABILITIES AND EQUITY</u>				
<u>LIABILITIES</u>				
900-21100 ACCOUNTS PAYABLE	2,614.77	.00	( 2,614.77)	.00
900-21106 WAGES CLEARING	5,879.91	.00	( 5,879.91)	.00
900-23810 ACCRUED VACATION & SICK LEAVE	5,492.03	.00	.00	5,492.03
900-29011 GASB 68-WRS DIR	39,106.45	.00	.00	39,106.45
TOTAL LIABILITIES	53,093.16	.00	( 8,494.68)	44,598.48
<u>FUND EQUITY</u>				
900-34300 PROPRIETARY CAPITAL	17,820.74	.00	.00	17,820.74
UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	.00	( 12,887.85)	( 86,736.95)	( 86,736.95)
BALANCE - CURRENT DATE	.00	( 12,887.85)	( 86,736.95)	( 86,736.95)
TOTAL FUND EQUITY	17,820.74	( 12,887.85)	( 86,736.95)	( 68,916.21)
TOTAL LIABILITIES AND EQUITY	70,913.90	( 12,887.85)	( 95,231.63)	( 24,317.73)

**CITY OF WHITEWATER**  
**BALANCE SHEET**  
**JUNE 30, 2025**

Item 1.

**CDA PROGRAMS FUND**

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>ASSETS</u>				
910-11600 CDBG-HOUSING CHK-1CSB XXX450	8,408.74	31.75	186.70	8,595.44
910-11702 FACADE CKING-1ST CIT- XXX442	14,500.97	2,524.68	14,995.41	29,496.38
910-11800 ACTION-BUS DEV-BUS PARK-XXX127	323,303.26	( 4,966.00)	( 131,084.17)	192,219.09
910-11801 ACTION-LAND PURCHASE-XXX127	419,843.62	.00	.00	419,843.62
910-11900 CAP CAT-ASSOC BK XXXXX3734	144,556.29	173.14	( 3,949.55)	140,606.74
910-13500 PAUQUETTE CENTER LOAN RECV	96,423.04	( 1,289.52)	( 7,737.12)	88,685.92
910-13501 ACTION-LEARNING DEPOT \$41,294	12,247.42	( 668.49)	( 3,977.78)	8,269.64
910-13508 ACTION-FINE FOOD ARTS \$30,000	30,000.00	.00	.00	30,000.00
910-13509 ACTION-SAFEPRO TECH \$100K	85,259.90	( 1,208.70)	( 7,192.50)	78,067.40
910-13510 ACTION-SWSPOT/GILDEMEISTER 54K	37,512.29	( 636.05)	( 3,784.80)	33,727.49
910-13511 ACTION-EDGERTON HOSPITAL-\$140K	.00	.00	140,000.00	140,000.00
910-14000 CDBG HOUSING-MO301	8,220.00	.00	.00	8,220.00
910-14001 CDBG HOUSING-A8416	10,203.84	.00	.00	10,203.84
910-14003 CDBG HOUSING-B935	18,420.02	.00	.00	18,420.02
910-14006 CDBG HOUSING-C932	8,062.00	.00	.00	8,062.00
910-14009 CDBG HOUSING-J8802	10,818.00	.00	.00	10,818.00
910-14011 CDBG HOUSING-M8501	11,000.90	.00	.00	11,000.90
910-14013 CDBG HOUSING-P954	11,000.00	.00	.00	11,000.00
910-14016 CDBG HOUSING-V902	12,504.15	.00	.00	12,504.15
910-14025 CDBG HOUSING-M0801	18,422.00	.00	.00	18,422.00
910-14026 CDBG HOUSING-B0803-0901	34,448.00	.00	.00	34,448.00
910-14030 CDBG HOUSING-HO#13-2016	8,000.00	.00	.00	8,000.00
910-14031 CDBG HOUSING-HO#4	37,795.00	.00	.00	37,795.00
910-14038 CDBG HOUSING-HO#14	18,000.00	.00	.00	18,000.00
910-14039 CDBG HOUSING-HO#15	36,815.00	.00	.00	36,815.00
910-14040 CDBG HOUSING-HO#18	4,235.00	.00	.00	4,235.00
910-14041 CDBG HOUSING-HO#22	6,688.75	.00	.00	6,688.75
910-15000 CAP CAT-SLIPSTREAM-\$102,500	102,500.00	.00	.00	102,500.00
910-15003 CAP CAT-SLIPSTREAM-\$42,000	42,000.00	.00	.00	42,000.00
910-15006 CAP CAT- ROYAL-INVENT-27.5K	27,500.00	.00	( 27,500.00)	.00
910-15011 CAP CAT-ROYAL-SCANALYTICS-95K	97,500.00	.00	.00	97,500.00
910-15012 CAP CAT-ROYAL-INVENTALATOR-75K	77,500.00	.00	( 77,500.00)	.00
910-15019 CAP CAT-INVENTALATOR-142798.81	.00	.00	142,798.81	142,798.81
910-16008 FACADE-BOWERS HOUSE LLC \$50K	56,451.64	( 2,075.92)	( 12,434.24)	44,017.40
910-16009 FACADE-SHABANI INV LLC \$50K	49,175.22	( 141.41)	( 841.43)	48,333.79
910-17002 UDAG-SLIPSTREAM-LOC	12,500.00	.00	.00	12,500.00
910-17999 UDAG-LOAN LOSS RESERVE	( 12,500.00)	.00	.00	( 12,500.00)
910-18350 LAND	565,797.38	.00	.00	565,797.38
910-18360 REAL ESTATE	6,128,544.00	.00	.00	6,128,544.00
<b>TOTAL ASSETS</b>	<b>8,573,656.43</b>	<b>( 8,256.52)</b>	<b>21,979.33</b>	<b>8,595,635.76</b>

LIABILITIES AND EQUITY

LIABILITIES

910-22000 ACCUM DEPREC-BUILDING	1,709,182.14	.00	.00	1,709,182.14
910-25100 DUE TO GENERAL FUND	4,840.46	.00	( 4,840.46)	.00
<b>TOTAL LIABILITIES</b>	<b>1,714,022.60</b>	<b>.00</b>	<b>( 4,840.46)</b>	<b>1,709,182.14</b>

FUND EQUITY

**CITY OF WHITEWATER**  
**BALANCE SHEET**  
**JUNE 30, 2025**

Item 1.

**CDA PROGRAMS FUND**

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
910-30110 CONTRIBUTED CAPITAL	275,171.53	.00	.00	275,171.53
910-34300 PROPRIETARY CAPITAL	6,053,564.37	.00	.00	6,053,564.37
910-34400 RESERVE FOR LAND PURCHASES	530,897.93	.00	.00	530,897.93
UNAPPROPRIATED FUND BALANCE:				
REVENUE OVER EXPENDITURES - YTD	.00	( 8,256.52)	26,819.79	26,819.79
BALANCE - CURRENT DATE	.00	( 8,256.52)	26,819.79	26,819.79
TOTAL FUND EQUITY	6,859,633.83	( 8,256.52)	26,819.79	6,886,453.62
TOTAL LIABILITIES AND EQUITY	8,573,656.43	( 8,256.52)	21,979.33	8,595,635.76

<b>CDBG-HOUSING CHK-1CSB XXX450</b>	<b>Total Deposit</b>	<b>Debit</b>	<b>910-11600</b>	<b>-</b>
HO# 1 Payment	Principal	Credit	910-14027	
HO# 11 Payoff	Principal	Credit	910-14037	

<b>ACTION-BUS DEV-BUS PARK-XXX127</b>	<b>Total Deposit</b>	<b>Credit</b>	<b>910-11800</b>	<b>4,219.32</b>
PAUQUETTE CENTER LOAN RECV	Principal	Debit	910-13500	(1,289.52) 06/04/2025 ACH PAYMENT
ACTION-SWSPOT/GILDEMEISTER 54K	Principal	Credit	910-13510	(636.05) 06/23/2025 ACH PAYMENT
INT INC-ACTION-SWSPOT/GILDE	Interest	Credit	910-46010-00	(122.70) 06/23/2025 ACH PAYMENT
ACTION-SAFEPRO TECH \$100K	Principal	Credit	910-13509	(1,208.70) 06/11/2025 ACH PAYMENT
INT INC-ACTION-SAFEPRO \$100K	Interest	Credit	910-46008-00	(264.30) 06/11/2025 ACH PAYMENT
ACTION-LEARNING DEPOT \$41,294	Principal	Credit	910-13501	(668.49) 06/02/2025 ACH PAYMENT
INT INC-ACTION-LRN DEPOT \$41K	Interest	Credit	910-46001-00	(29.56) 06/02/2025 ACH PAYMENT

<b>FACADE CKING-1ST CIT- XXX442</b>	<b>Total Deposit</b>	<b>Credit</b>	<b>910-11702</b>	<b>2,418.59</b>
FACADE-BOWERS HOUSE LLC \$50K	Principal	Credit	910-16008	(2,075.92) 06/06/2025 ACH PAYMENT
FACADE INT-BOWER'S HOUSE \$50K	Interest	Credit	910-44005-00	(39.68) 06/06/2025 ACH PAYMENT
FACADE-SHABANI INV LLC \$50K	Principal	Credit	910-16009	(141.41) 06/16/2025 ACH PAYMENT
FACADE INT-SHABANI INV LLC 50K	Interest	Credit	910-44006-00	(161.58) 06/16/2025 ACH PAYMENT

		<b>GL #</b>	<b>Amount</b>	<b>Description</b>
RENTAL & PROPERTY EXPENSES	Debit	910-56500-408	\$18.87	126 N JEFFERSON ST-WATER SEWER
RENTAL & PROPERTY EXPENSES	Debit	910-56500-408	\$19.48	108 W Main St-WATER SEWER
RENTAL & PROPERTY EXPENSES	Debit	910-56500-408	\$19.48	216 E Main St- WATER SEWER
RENTAL & PROPERTY EXPENSES	Debit	910-56500-408	\$19.48	216 A E Main St-WATER SEWER
RENTAL & PROPERTY EXPENSES	Debit	910-56500-408	\$10.89	Gas-071399904-00114-108 W Main St
RENTAL & PROPERTY EXPENSES	Debit	910-56500-408	\$22.91	Electric-071399904-00112-108 W Main St
RENTAL & PROPERTY EXPENSES	Debit	910-56500-408		Electric-071399904-00116-216 E Main
RENTAL & PROPERTY EXPENSES	Debit	910-56500-408	\$16.32	Electric-071399904-00113-108 W Main St
RENTAL & PROPERTY EXPENSES	Debit	910-56500-408		Electric-071399904-00115-216 E Main Lower
RENTAL & PROPERTY EXPENSES	Debit	910-56500-408	\$619.50	108 W Main St Demo
RENTAL & PROPERTY EXPENSES	Debit	910-56500-408	\$225.00	Apr-May Jeff St property mowing
HOUSING LOANS/EXPENSES	Debit	910-56500-404		
LEGAL/PROFESSIONAL/MARKETING	Debit	910-56500-212	\$234.50	Tanis land swap legal work
LEGAL/PROFESSIONAL/MARKETING	Debit	910-56500-212	\$1,466.20	Scanalytics Inc loan legal work
LEGAL/PROFESSIONAL/MARKETING	Debit	910-56500-212	\$134.00	Habitat for Humanity OTP
LEGAL/PROFESSIONAL/MARKETING	Debit	910-56500-212	\$502.50	inventalator loan legal work
LEGAL/PROFESSIONAL/MARKETING	Debit	910-56500-212	\$310.56	Blacksheep Agreement legal work
LEGAL/PROFESSIONAL/MARKETING	Debit	910-56500-212	\$2,030.76	Slipstream LLC loan legal work
LEGAL/PROFESSIONAL/MARKETING	Debit	910-56500-212	\$2,715.50	Safepro tech loan legal work
ACTION GRANTS-BUSINESS DEV	Debit	910-56500-525	\$191.58	Natalie Serna Windup winnings
ACTION GRANTS-BUSINESS DEV	Debit	910-56500-525	\$2,926.02	Holly Barnett Windup winnings
RENTAL INCOME-CROP LEASES	Debit	910-48605-00		
GAIN ON SALE OF LAND	Debit	910-48700-00		
ACTION GRANTS-BUSINESS DEV	Debit	910-56500-525		
ACTION-BUS DEV-BUS PARK-XXX127	Credit	910-11800	(\$11,483.55)	ACTION FUND June 2025



ACTION FUND		ORIGINAL	05/31/2025			06/30/2025	Principal Pymts		
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	BALANCE	To Date	Written Off	NOTES
910-13500	PAUQUETTE CENTER LOAN RECV	\$158,320.00	\$89,975.44	1,289.52	0.00	\$88,685.92	\$69,634.08		Current
910-13501	ACTION-LEARNING DEPOT \$41,294	\$41,294.63	\$8,938.13	668.49	29.56	\$8,269.64	\$33,024.99		Current
910-13508	ACTION-FINE FOOD ARTS \$30,000	\$30,000.00	\$30,000.00	0.00	0.00	\$30,000.00	\$0.00		In Default/Not in business
910-13509	ACTION-SAFEPRO TECH \$100K	\$104,360.00	\$79,276.10	1,208.70	264.30	\$78,067.40	\$26,292.60		Current
910-13510	ACTION-SWSPOT/GILDEMEISTER 54K	\$54,000.00	\$34,363.54	636.05	122.70	\$33,727.49	\$20,272.51		Current
910-13511	ACTION-EDGERTON HOSPITAL-\$140K	\$140,000.00	\$140,000.00	0.00	0.00	\$140,000.00	\$0.00		New Forgivable Loan
910-17002	UDAG-SLIPSTREAM-LOC	\$12,500.00	\$12,500.00	0.00	0.00	\$12,500.00	\$0.00		In Default/Strive On-Still in Business
<b>TOTALS</b>		<b>\$823,770.25</b>	<b>\$395,053.21</b>	<b>\$3,802.76</b>	<b>\$416.56</b>	<b>\$391,250.45</b>	<b>\$278,913.68</b>	<b>\$153,606.12</b>	
910-13999	ACTION LOAN-LOAN LOSS RESERVE		\$0.00	0.00	0.00	\$0.00			
910-17999	UDAG-LOAN LOSS RESERVE		(\$12,500.00)	0.00	0.00	(\$12,500.00)			

FAÇADE LOAN		ORIGINAL	05/31/2025			06/30/2025	Principle Pymts		
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	BALANCE	To Date	Written Off	NOTES
910-16008	FACADE-BOWERS HOUSE LLC \$50K	75,000.00	46,093.32	2,075.92	39.68	44,017.40	\$30,982.60		Current
910-16009	FACADE-SHABANI INV LLC \$50K	50,000.00	48,475.20	141.41	161.58	48,333.79	\$1,666.21		Current
<b>TOTALS</b>		<b>\$ 75,000.00</b>	<b>\$ 46,093.32</b>	<b>\$ 2,075.92</b>	<b>\$ 39.68</b>	<b>\$ 44,017.40</b>			

CAPITAL CATALYST		ORIGINAL	05/31/2025			06/30/2025	Principal Pymts	Amount	
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	BALANCE	To Date	Written Off	NOTES
910-15000	CAP CAT-SLIPSTREAM-\$102,500	\$102,500.00	\$102,500.00	0.00	0.00	\$102,500.00	\$0.00		interest only-last payment received 10/31/2016
910-15003	CAP CAT-SLIPSTREAM-\$42,000	\$42,000.00	\$42,000.00	0.00	0.00	\$42,000.00	\$0.00		annual net revenue royalty-no payments have been received.
910-15006	CAP CAT- ROYAL-INVENT-27.5K	\$27,500.00	\$27,500.00	0.00	0.00	\$27,500.00	\$0.00		annual net revenue royalty-last pymt 11/22/2024
910-15011	CAP CAT-ROYAL-SCANALYTICS-95K	\$97,500.00	\$97,500.00	0.00	0.00	\$97,500.00	\$0.00		annual net revenue royalty-only payment rec'd 04/02/2019
910-15012	CAP CAT-ROYAL-INVENTALATOR-75K	\$77,500.00	\$77,500.00	0.00	0.00	\$77,500.00	\$0.00		annual net revenue royalty-last pymt 11/22/2024
910-15018	CAP CAT-RECRUITCHUTE \$51,050	\$51,050.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$51,050.00	Disolved in 2021/Written of August 2024
<b>TOTALS</b>		<b>\$601,264.00</b>	<b>\$550,214.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$347,000.00</b>	<b>\$203,214.00</b>	<b>\$153,050.00</b>	
910-15999	CAP CAT-LOAN LOSS RESERVE		\$0.00						

HOUSING		ORIGINAL	05/31/2025			06/30/2025	
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	BALANCE	
910-14000	CDBG HOUSING-MO301	\$8,220.00	\$8,220.00	0.00	0.00	\$8,220.00	
910-14001	CDBG HOUSING-A8416	\$10,203.84	\$10,203.84	0.00	0.00	\$10,203.84	
910-14003	CDBG HOUSING-B935	\$18,420.02	\$18,420.02	0.00	0.00	\$18,420.02	
910-14006	CDBG HOUSING-C932	\$8,062.00	\$8,062.00	0.00	0.00	\$8,062.00	
910-14009	CDBG HOUSING-J8802	\$10,818.00	\$10,818.00	0.00	0.00	\$10,818.00	
910-14011	CDBG HOUSING-M8501	\$11,000.90	\$11,000.90	0.00	0.00	\$11,000.90	
910-14013	CDBG HOUSING-P954	\$11,000.00	\$11,000.00	0.00	0.00	\$11,000.00	
910-14016	CDBG HOUSING-V902	\$12,504.15	\$12,504.15	0.00	0.00	\$12,504.15	
910-14025	CDBG HOUSING-M0801	\$18,422.00	\$18,422.00	0.00	0.00	\$18,422.00	
910-14026	CDBG HOUSING-B0803-0901	\$34,448.00	\$34,448.00	0.00	0.00	\$34,448.00	
910-14030	CDBG HOUSING-HO#13-2016	\$8,000.00	\$8,000.00	0.00	0.00	\$8,000.00	
910-14031	CDBG HOUSING-HO#4	\$37,795.00	\$37,795.00	0.00	0.00	\$37,795.00	
910-14038	CDBG HOUSING-HO#14	\$14,671.00	\$18,000.00	0.00	0.00	\$18,000.00	
910-14039	CDBG HOUSING-HO#15	\$21,090.00	\$36,815.00	0.00	0.00	\$36,815.00	
910-14040	CDBG HOUSING-HO#18	\$4,235.00	\$4,235.00	0.00	0.00	\$4,235.00	
910-14041	CDBG HOUSING-HO#22	\$6,688.75	\$6,688.75	0.00	0.00	\$6,688.75	
<b>TOTALS</b>		<b>\$235,578.66</b>	<b>\$247,943.91</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$247,943.91</b>	
910-14999	CDBG HOUSING-LOAN LOSS RESERVE		\$0.00				
910-35000	GENERAL LOAN LOSS RESERVE		\$0.00				

New Loan July 2024

AFFORDABLE HOUSING LOANS		ORIGINAL	05/31/2025			06/30/2025
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	BALANCE
441-14000	12/27/2023 Waylon Raupp-245 S Whiton St	\$25,000.00	\$25,000.00		0.00	\$25,000.00
441-14000	08/29/2024 Nicholas Carpenter-303 S Whiton St	\$25,000.00	\$25,000.00		0.00	\$25,000.00
441-14000	09/03/2024 Mark C Robb-371 S Janesville St	\$25,000.00	\$25,000.00		0.00	\$25,000.00
441-14000	12/20/2024 Tanner & Monica Conn-243 N Fremont	\$25,000.00	\$25,000.00		0.00	\$25,000.00
441-14000	06/5/2025 Jaqui Utecht & Terry Bahr- 1274 W Court ST	\$25,000.00	\$25,000.00		0.00	\$25,000.00
441-14000	07/03/2025 Bruce Shuler-406 E Milwaukee St	\$25,000.00	\$25,000.00		0.00	\$25,000.00
<b>TOTALS</b>		<b>\$150,000.00</b>	<b>\$150,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$150,000.00</b>

**CITY OF WHITEWATER**  
**REVENUES WITH COMPARISON TO BUDGET**  
**FOR THE 6 MONTHS ENDING JUNE 30, 2025**

Item 1.

**ECONOMIC DEVELOPMENT FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>MISCELLANEOUS REVENUE</u>					
900-48600-56 MISC INCOME	.00	600.00	.00	( 600.00)	.0
TOTAL MISCELLANEOUS REVENUE	.00	600.00	.00	( 600.00)	.0
<u>OTHER FINANCING SOURCES</u>					
900-49265-56 TRANSFER TID #4 AFFORD HOUSING	.00	.00	50,000.00	50,000.00	.0
900-49266-56 TRANSFER TID #11-ADMIN	.00	.00	25,000.00	25,000.00	.0
900-49267-56 TRANSFER TID #12-ADMIN	.00	.00	25,000.00	25,000.00	.0
900-49270-56 TRANSFER TID #10-ADMIN	.00	.00	50,000.00	50,000.00	.0
900-49290-56 GENERAL FUND TRANSFER	.00	.00	30,000.00	30,000.00	.0
900-49300-56 FUND BALANCE APPLIED	.00	.00	6,617.61	6,617.61	.0
TOTAL OTHER FINANCING SOURCES	.00	.00	186,617.61	186,617.61	.0
TOTAL FUND REVENUE	.00	600.00	186,617.61	186,017.61	.3

**CITY OF WHITEWATER**  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2025

Item 1.

**ECONOMIC DEVELOPMENT FUND**

		PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
	<u>CDA</u>					
900-56500-111	SALARIES	10,882.84	54,495.73	125,348.75	70,853.02	43.5
900-56500-151	FRINGE BENEFITS	845.06	9,068.37	28,580.05	19,511.68	31.7
900-56500-210	PROFESSIONAL DEVELOPMENT	.00	1,204.17	2,000.00	795.83	60.2
900-56500-212	LEGAL SERVICES	469.00	7,295.20	.00	( 7,295.20)	.0
900-56500-215	PROFESSIONAL SERVICES	.00	.00	2,550.25	2,550.25	.0
900-56500-222	COUNTY/REGIONAL ECON DEV	.00	11,218.50	12,120.00	901.50	92.6
900-56500-223	MARKETING	.00	187.48	1,500.00	1,312.52	12.5
900-56500-224	SOFTWARE/HARDWARE MAINTENANCE	.00	1,112.74	7,170.37	6,057.63	15.5
900-56500-225	TELECOM/INTERNET/COMMUNICATION	259.86	622.63	2,219.74	1,597.11	28.1
900-56500-310	OFFICE & OPERATING SUPPLIES	26.09	1,047.79	612.06	( 435.73)	171.2
900-56500-311	POSTAGE	.00	168.58	204.02	35.44	82.6
900-56500-325	PUBLIC EDUCATION	.00	186.00	235.00	49.00	79.2
900-56500-330	TRAVEL EXPENSE	405.00	729.76	3,774.37	3,044.61	19.3
900-56500-341	MISC EXPENSE	.00	.00	303.00	303.00	.0
	<b>TOTAL CDA</b>	<b>12,887.85</b>	<b>87,336.95</b>	<b>186,617.61</b>	<b>99,280.66</b>	<b>46.8</b>
	<b>TOTAL FUND EXPENDITURES</b>	<b>12,887.85</b>	<b>87,336.95</b>	<b>186,617.61</b>	<b>99,280.66</b>	<b>46.8</b>
	<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 12,887.85)</b>	<b>( 86,736.95)</b>	<b>.00</b>	<b>86,736.95</b>	<b>.0</b>

**CITY OF WHITEWATER**  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2025

Item 1.

**CDA PROGRAMS FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>CAPITAL CAT-SEED FUND REV</u>					
910-43018-00 CAPCAT INT-INVENTALATOR 142798	.00	37,798.81	.00	( 37,798.81)	.0
TOTAL CAPITAL CAT-SEED FUND REV	.00	37,798.81	.00	( 37,798.81)	.0
<u>FACADE LOAN REVENUE</u>					
910-44005-00 FACADE INT-BOWER'S HOUSE \$50K	39.68	259.36	.00	( 259.36)	.0
910-44006-00 FACADE INT-SHABANI INV LLC 50K	161.58	976.51	.00	( 976.51)	.0
TOTAL FACADE LOAN REVENUE	201.26	1,235.87	.00	( 1,235.87)	.0
<u>ACTION LOAN REVENUE</u>					
910-46001-00 INT INC-ACTION-LRN DEPOT \$41K	29.56	210.51	340.86	130.35	61.8
910-46008-00 INT INC-ACTION-SAFEPRO \$100K	264.30	1,645.50	3,145.80	1,500.30	52.3
910-46010-00 INT INC-ACTION-SWSPOT/GILDE	122.70	767.70	1,356.59	588.89	56.6
TOTAL ACTION LOAN REVENUE	416.56	2,623.71	4,843.25	2,219.54	54.2
<u>MISCELLANEOUS REVENUE</u>					
910-48103-00 INTEREST INCOME-FACADE	106.09	483.87	668.25	184.38	72.4
910-48104-00 INTEREST INCOME-HOUSING	31.75	186.70	388.50	201.80	48.1
910-48108-00 INTEREST INCOME-SEED FUND	173.14	1,091.95	562.50	( 529.45)	194.1
910-48109-00 INTEREST INCOME-ACTION FUND	2,298.23	16,028.10	25,312.50	9,284.40	63.3
910-48605-00 RENTAL INCOME-CROP LEASES	.00	11,973.00	15,876.00	3,903.00	75.4
910-48700-00 GAIN ON SALE OF LAND	.00	1.00	.00	( 1.00)	.0
TOTAL MISCELLANEOUS REVENUE	2,609.21	29,764.62	42,807.75	13,043.13	69.5
<u>OTHER FINANCING SOURCES</u>					
910-49300-56 FUND BALANCE APPLIED	.00	.00	( 37,651.00)	( 37,651.00)	.0
TOTAL OTHER FINANCING SOURCES	.00	.00	( 37,651.00)	( 37,651.00)	.0
TOTAL FUND REVENUE	3,227.03	71,423.01	10,000.00	( 61,423.01)	714.2

**CITY OF WHITEWATER**  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2025

Item 1.

**CDA PROGRAMS FUND**

		PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
	<u>CDA PROGRAMS</u>					
910-56500-212	LEGAL/PROFESSIONAL/MARKETING	7,394.02	23,077.96	5,000.00	( 18,077.96)	461.6
910-56500-219	PROFESSIONAL SERVICES	.00	5,041.50	5,000.00	( 41.50)	100.8
910-56500-404	HOUSING LOANS/EXPENSES	.00	1,161.98	.00	( 1,161.98)	.0
910-56500-408	RENTAL & PROPERTY EXPENSES	971.93	8,211.75	.00	( 8,211.75)	.0
910-56500-525	ACTION GRANTS-BUSINESS DEV	3,117.60	7,110.03	.00	( 7,110.03)	.0
	TOTAL CDA PROGRAMS	11,483.55	44,603.22	10,000.00	( 34,603.22)	446.0
	TOTAL FUND EXPENDITURES	11,483.55	44,603.22	10,000.00	( 34,603.22)	446.0
	NET REVENUE OVER EXPENDITURES	( 8,256.52)	26,819.79	.00	( 26,819.79)	.0



# Community Development Authority Item 2.

## Board of Directors

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

**Thursday, July 17, 2025 - 5:30 PM**

### MINUTES

#### CALL TO ORDER

The meeting was called to order at 5:32 p.m. by Board Member Kromholz (Chair).

#### ROLL CALL

##### PRESENT

Board Member Thayer Coburn  
Board Member Joseph Kromholz  
Board Member Kelsey Price  
Council Representative Orin O.Smith  
Board Member Christ Christon  
Council Representative Brian Schanen

Board Member Kachel joined via phone for Closed Session and remainder of meeting.

#### 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 to approve the agenda, made by Council Representative O.Smith, Seconded by Board Member Coburn. Motion carried by voice vote.

#### CONFLICT OF INTEREST

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

None noted.

#### CONSENT AGENDA

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

Motion to approve the Consent Agenda as presented, made by Council Representative O.Smith, Seconded by Council Representative Schanen. Motion carried by voice vote.

1. Approval of June 2025 Minutes
2. Update on May Attorney Fees

### HEARING OF CITIZEN COMMENTS

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

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

None.

### CONSIDERATIONS / DISCUSSIONS / REPORTS

3. Housing Strategy Update (EDD McFarland)

EDD McFarland explained that the Housing Strategy Update memo included in the packet went to Common Council in June, at which time she was directed to bring the memo to this body as well. At the August 19, 2025, Common Council meeting, she will provide a written response to Council's questions as well as to questions raised about the memo at this meeting.

Bob Friermuth, W9597 Breidsan Drive, owner and operator of HSI Rentals, talked about the rental market in Whitewater and the vacancy rate, and use of TIF funding, and jobs available in Whitewater.

Andrea Svec, W7679 Sherida Road, talked about the number of medium and high-density apartments in the community, the rates at which TIF funds are being approved for developers, and the consequences for tax payers.

Joyce Hutchison, 414 S. Douglas Court, talked about high rents that are not affordable, subsidies to developers, and concerns about increasing taxes on homeowners especially those on limited incomes.

James Hartwick, 164 N. Franklin St., asked why we are considering more apartments especially in light of the enrollment decrease at the university and already have vacant apartments in the community, who would live in the apartments (if not students) and could they afford the rents, use of TIF funding, and the costs for additional schools and city services.

Brad Ceranske, N9503 Woodward, manager of local rental business, talked about his increasing property taxes. He also asked for options for subsidizing improvements for existing rental property improvements for local business rather than to outside developers to build new rentals.

Nancy Boyer, 1270 E Jakes Way #9, talked about the impact of new development on her taxes and on quality of life as new apartments are built in her neighborhood.

Brian Zellmer, 1270 E Jakes Way, #14, expressed concern over the effect building large, mutli-family complex has on infrastructure, and current vacancy rate.

Jeff Knight, 405 Panther Court, former CDA board member, handed out a memo to CDA board members written by the *Wisconsin Legislative Council on the Effects of a Tax Incremental District on Municipal Levy Limits* and memo written by Rachelle Blich, Director of Financial & Adminstrative Services for the City of Whitewater, on the property tax levy . The documents are attached to the minutes. He talked about the effect of TIF on all residents' taxes.

Terry Stritzel, W5524 Tri County Road, lives outside the city but owns real estate in the city, talked about consistently increasing property taxes and the high rents that will be charged for the new apartments.

Renee Monestero, 217 N Park Street, retired firefighter. She stated that her property taxes went up 100% since 2021. She talked about lack of affordable housing and the need to bring in more industry.

Mareta Hale, W6238 Bluff Road, also owns rental property in Whitewater. She expressed concern about filling the existing apartment units, and asked about ways to subsidize business and industry and wondered how the City promotes available buildings for new businesses to move into.

Frank Ziebarth, 241 Woodland Drive, asked if taxes are being paid on assessed value, talked about nonprofits not paying property taxes, and about how TIF is being used in Whitewater.

Ben Freiermuth, 212 S Second St, talked about the financial sustainability of small businesses due to the tax burden and about how TIF is being used in Whitewater compared to other communities.

4. Presentation Stonehaven Development (EDD McFarland)

EDD McFarland referenced the memo in the packet explaining the intended purpose of the project is to build 1300-1500 square foot single family homes with poured basements, site concrete, appliances, and some landscaping. These elements that are frequently add-ons in new construction, are anticipated to be incorporated into the purchase price. The offer to purchase will be discussed in closed session.

Tim Vanderville, Jr., CEO of Stonehaven, provided an overview and answered questions.

Board Member Coburn asked about the lot between the site for this project and the Bluff Ridge Market Place. EDD McFarland will provide an update to CDA members on this via email as this item was not on the agenda. This item was later requested to be on the next agenda, so an update will be provided via that mechanism

Board Member Kromholz asked Mr. Vanderville for a brief explanation of modular housing, which he provided.



Council Representative Shanen asked about weather-proofing and ability to withstand cold winters and tornadoes. Mr. Vanderville explained that these homes must meet the same Wisconsin Uniform Dwelling code standards as stick-built homes, and in some cases exceed them because they also have to withstand the being transported into place.

Terry Stritzel, W5524 Tri County Road, spoke about owning a modular home and attested to its quality.

Larry Kachel, 457 S. Buckingham Boulevard, asked about sale price, if the city is giving the land to the developer, and if the developer would be asking for TIF and at what rate.

Brad Ceranske, N9503 Woodward, asked if these homes were to be slab on grade or with basements. They are intended to have basements.

## **CLOSED SESSION**

Convene into Closed Session pursuant to Wisconsin Statutes 19.85(1)(e) for the: 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. The CDA will discuss:

John Kachel joined virtually for Closed Session.

Motion to move into Closed Session made by Board Member Price, Seconded by Board Member Coburn. Voting Yea: Board Member Coburn, Board Member Kachel, Board Member Kromholz, Board Member Price, Council Representative O.Smith, Board Member Christon, Council Representative Schanen

Items to be discussed:

5. Offer to Purchase /A503200001 and /A503200002
6. Property acquisition/sale related to 210 E Main St; including the discussion of the offer to purchase and potential counter-offer

## **RECONVENE INTO OPEN SESSION**

Motion to reconvene into Open Session made by Board Member Coburn, Seconded by Board Member Price. Motion carried by voice vote.

7. Review and take potential action: Offer to purchase /A503200001 and A/503200002

Motion to recommend approving the offer to purchase made by Board Member Kromholz, Seconded by Council Representative O.Smith.

Voting Yea: Board Member Coburn, Board Member Kachel, Board Member Kromholz, Board Member Price, Council Representative O.Smith, Board Member Christon, Council Representative Schanen

8. Review and take potential action: Property acquisition related to 210 E Main Street

Motion not to pursue the purchase of 210 E Main made by Board Member Kromholz, Seconded by Board Member Price.

Voting Yea: Board Member Coburn, Board Member Kachel, Board Member Kromholz,  
Board Member Price, Council Representative O.Smith, Board Member Christon, Council  
Representative Schanen

#### **FUTURE AGENDA ITEMS**

Update on Royal Hounds Property, tax key /A323600002 on Bluff Rd

#### **ADJOURNMENT**

Motion to adjourn made by Board Member Coburn, Seconded by Council Representative O.Smith.  
Motion carried by voice vote.

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.**

# Wisconsin Legislative Council

Anne Sappenfield  
Director



TO: SENATOR DUEY STROEBEL

FROM: Scott Grosz, Principal Attorney

RE: Effects of a Tax Incremental District on Municipal Levy Limits

DATE: November 29, 2022

This memorandum, prepared at your request, describes the relationship between the presence and growth of a tax incremental district (TID) in a municipality and the calculation of the limit, as imposed by current statute, on that municipality's ability to increase its annual property tax levy. Following a brief description of the tax incremental financing (TIF) and levy limit statutes, the memorandum provides a series of examples that highlight the effects of a TID on the calculation of a municipality's levy limit and its mill rate. The hypothetical examples, prepared in consultation with the Department of Revenue, simplify the levy limit calculations by removing other factors that, in a typical municipality, might also affect levy limit and mill rate calculations.

As will be described in more detail below, under the levy limit statutes, a municipality's levy in a given year is based on an equation that allows the prior levy to be increased in proportion to any increase in the municipality's equalized value due to "net new construction" (NNC). In this equation, NNC reflects additions to equalized value due to new construction and subtractions for improvements removed across the entire municipality, without regard to whether any change in value may be attributed specifically to property in a TID.<sup>1</sup>

Subsequently, the new levy, which is based on the change in *municipal-wide* equalized value due to NNC, becomes the numerator in the municipality's new, initial mill rate calculation. However, for the denominator, initial calculation of the municipality's mill rate following a levy limit increase uses the equalized value *excluding* TID property. As the examples illustrate, the effect of this is as follows:

- When a TID does not exist, an increased levy limit will not increase the mill rate from one year to the next, because the numerator and denominator of the mill rate increase proportionally. [See Example 2.]
- When a TID exists, but all NNC occurs outside the TID, the mill rate will decrease from the prior year, because the percent change in the mill rate's numerator is smaller than the percent change in its denominator. [See Example 5.]
- When a TID exists, and all NNC occurs within the TID, the mill rate will increase from the prior year, because the mill rate's numerator increases while the denominator stays the same. [See Example 6.]

<sup>1</sup> In practice, NNC is an often-used abbreviation for the statutory phrase, "new construction less improvements removed between the previous year and the current," in the definition of "valuation factor," described below.

- 2 -

- When a TID exists, and NNC is split between the TID and other property, the mill rate is likely to increase, though results depend on the distribution of NNC and the base and increment values of the TID relative to total equalized value. [See Examples 4 and 7.]

## TAX INCREMENTAL FINANCING

TIF is a tool that municipalities often use to spur economic development. The TIF process allows a political subdivision to pay for public improvements within a designated portion of the municipality, called a TID, using the future taxes collected on the TID's increased property value to repay the cost of the improvements. The rationale behind TIF is that the municipality's public improvements will encourage development, accompanied by an increase in property value that would not have otherwise occurred.

Following TID creation, DOR determines the equalized value of the taxable property within the district. This is referred to as the TID's base value. The equalized value of certain municipally owned tax-exempt property must also be included in the base value. Inclusion of this property prevents a municipality from purchasing property prior to creating a TID in order to lower the TID's base value and create more tax increments than would have been created if the property had been taxable at the time the TID was created. [s. 66.1105 (2) (j) and (5), Stats.]

If the property value increases beyond the base value, this increase is called a value increment. DOR determines the value increment each year by subtracting the base value from the current sum of all of the taxable property value in the TID. Tax collected on the value increment is called the tax increment. The tax increment equals the value increment multiplied by the property tax levy of all jurisdictions levying taxes in the municipality. The municipality, as well as the county, school district, and technical college district, or any other tax district, do not receive the amount of revenues from their tax levy on the value increment. Instead, this money is collected and allocated to a special tax increment fund. This fund is used by the municipality to pay for the TID's project costs, including public works and other improvements in the TID, as a way to stimulate increases in property value. [s. 66.1105 (2) (i) and (m) and (5), Stats.]

TID project costs are expenditures that may be made or estimated to be made, or monetary obligations that may be incurred or estimated to be incurred by the municipality and which are listed in the project plan. Examples of expenditures that may be included as project costs include capital costs; financing costs; cash grants to developers, if pursuant to a developer agreement; relocation costs; and real property assembly costs. General operating expenses, unrelated to planning or development of a TID, do not qualify as project costs. Similarly, project costs may not, generally, include the costs of construction or expansion of municipal or other public buildings. [s. 66.1105 (2) (f), Stats.]

## LEVY LIMITS

Section 66.0602 (2) (a), Stats., describes the general municipal levy limit under Wisconsin law, as well as its connection to TIF law as follows:

Except as provided in subs. (3), (4), and (5), no political subdivision may increase its levy in any year by a percentage that exceeds the political subdivision's valuation factor. Except as provided in par. (b), the base amount in any year, to which the limit under this section applies, shall be the actual levy for the immediately preceding year. ***In determining its levy in any year, a city, village, or town shall subtract any tax increment that is calculated under s. 59.57 (3) (a), 60.85 (1) (L), or 66.1105 (2) (i).*** The base amount in any year, to which the limit under this section applies, may not include any amount to which sub. (3) (e) 8. applies. [Emphasis added.]

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Two related statutes also play key roles in understanding the relationship between the presence of a TID in a municipality and the calculation of its levy limit. The first is, s. 66.0602 (1) (d), Stats., which defines the term “valuation factor” to mean: “... a percentage equal to the greater of either the percentage change in the political subdivision’s January 1 equalized value due to new construction less improvements removed between the previous year and the current or zero percent.” The second statute, s. 66.1105 (2) (i), Stats., defines “tax increment” for the purposes of the emphasized text above, as “that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a tax incremental district in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year’s equalized value of all taxable property in the district.”

In practical terms, the subtraction of the tax increment as referenced above is demonstrated via calculations made across several forms provided by DOR.<sup>2</sup> The calculations remove the tax increment from the municipality’s total taxes, which is a combination of taxes attributed to the general levy (generated by imposing the final mill rate against the equalized value of all property except the TID increment) and taxes attributed to the TID increment itself. This subtraction ensures that levy limit is applied to the “prior levy” excluding the TID increment. For purposes of the examples below, the portion of the levy excluding the TID increment is referred to as the “apportioned municipal levy” while the “total municipal levy” (“total taxes”) equals the sum of the apportioned municipal levy and the municipal share of the TID increment.

## EXAMPLES

The following examples highlight a TID’s effect on a municipality’s levy limit, through the TID’s effect on that municipality’s calculation of NNC. Examples 1 to 6 highlight the effects of different distributions of NNC from a single year to the next. Example 7 highlights the effects of a single distribution of NNC (the same distribution used in Example 4), when sustained over a five-year period.

### Example 1: No TID Without NNC

2021	
Equalized value	\$10,000,000
Apportioned municipal levy	\$100,000 (starting point of levy limit calculation)
Total municipal levy	\$100,000
Final municipal tax rate (total municipal levy/current equalized value)	1.0% = \$100,000/\$10,000,000
2022	
NNC	\$0
Equalized value	\$10,000,000
Valuation factor (current year NNC divided by prior year equalized value)	0% = \$0/\$10,000,000

<sup>2</sup> These forms include the [Municipal Levy Limit Worksheet](#), the [Tax Increment Worksheet](#), the [Mill Rate Worksheet](#), and the [Statement of Taxes](#). Certain fields on the forms are entered by DOR on behalf of a municipality, while others are entered by the municipality, which then returns the forms to the department.

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<b>Example 1: (2022 Continued)</b>	
Allowable levy limit increase due to valuation factor (valuation factor multiplied by prior year apportioned levy)	$\$0 = \$100,000 * 0\%$
Apportioned municipal levy (prior year levy plus levy limit increase due to valuation factor)	$\$100,000 = \$100,000 + \$0$
Total municipal levy	\$100,000
Final municipal tax rate	1.0%

**Example 2: No TID With NNC**

<b>2021</b>	
Equalized value	\$10,000,000
Apportioned municipal levy	\$100,000
Total municipal levy	\$100,000
Final municipal tax rate	$1.0\% = \$100,000 / \$10,000,000$
<b>2022</b>	
NNC	\$500,000
Equalized value	\$10,500,000
Valuation factor (current year NNC divided by prior year equalized value)	$5\% = \$500,000 / \$10,000,000$
Allowable levy limit increase due to valuation factor (valuation factor multiplied by apportioned levy)	$\$5,000 = \$100,000 * 5\%$
Apportioned municipal levy (prior year levy plus levy limit increase due to valuation factor)	$\$105,000 = \$100,000 + \$5,000$
Total municipal levy	\$105,000
Final municipal tax rate	$1.0\% = \$105,000 / \$10,500,000$

**Example 3: Year of New TID Creation**

Same as "No TID" examples, because for year of TID creation, there is no increment to subtract when "determining its levy" relative to total taxes



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**Example 4: Growing TID (TID Exists, 50% of NNC in TID)**

<b>2021</b>	
Equalized value	\$10,000,000
Apportioned municipal levy	\$100,000
TID details	<ul style="list-style-type: none"> <li>• Base: \$100,000</li> <li>• Total value: \$250,000</li> <li>• Increment value: \$150,000</li> </ul>
Interim municipal tax rate (apportioned municipal levy/equalized value excluding TID value increment)	$1.0152284\% = \$100,000 / \$9,850,000$
Total municipal levy amount (interim rate * total equalized value)	\$101,522.84
TID increment (municipal portion only) (total levy amount – apportioned levy)	\$1,522.84
Final municipal rate (total municipal levy/total equalized value)	1.0152284%
<b>2022</b>	
NNC	\$500,000 (\$250,000 of \$500,000 in TID)
Equalized value	\$10,500,000
TID details	<ul style="list-style-type: none"> <li>• Base: \$100,000</li> <li>• Total value: \$500,000</li> <li>• Increment value: \$400,000</li> </ul>
Valuation factor	$5\% = \$500,000 / \$10,000,000$
Levy limit increase due to valuation factor	$\$5,000 = \$100,000 * 5\%$
Apportioned municipal levy limit (prior year apportioned levy + levy limit increase)	\$105,000
Interim municipal tax rate (apportioned municipal levy/equalized value excluding TID value increment)	$1.039604\% = \$105,000 / \$10,100,000$
Total municipal levy amount (interim rate * total equalized value)	\$109,158.42
TID increment (municipal portion only) (total levy amount – apportioned levy)	\$4,158.42
Final municipal tax rate (total municipal levy/total equalized value)	1.039604%

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**Example 5: Stable TID (TID Exists, no NNC in TID)**

<b>2021</b>	
Equalized value	\$10,000,000
Apportioned municipal levy	\$100,000
TID details	<ul style="list-style-type: none"> <li>• Base: \$100,000</li> <li>• Total value: \$500,000</li> <li>• Increment value: \$400,000</li> </ul>
Interim municipal tax rate (apportioned municipal levy/ equalized value excluding TID value increment)	$1.0416667\% = \$100,000 / \$9,600,000$
Total municipal levy amount (interim rate * total equalized value)	\$104,166.67
TID tax increment (municipal portion only) (total levy amount – apportioned levy)	\$4,166.67
Final municipal rate (total municipal levy/total equalized value)	1.0416667%
<b>2022</b>	
NNC	\$500,000 (\$0 in TID)
Equalized value	\$10,500,000
TID details	<ul style="list-style-type: none"> <li>• Base: \$100,000</li> <li>• Total value: \$500,000</li> <li>• Increment value: \$400,000</li> </ul>
Valuation factor	$5\% = \$500,000 / \$10,000,000$
Levy limit increase	$\$5,000 = \$100,000 * 5\%$
Apportioned municipal levy (prior year apportioned levy + levy limit increase)	\$105,000
Interim municipal tax rate (apportioned municipal levy/ equalized value excluding TID value increment)	$1.039604\% = \$105,000 / \$10,100,000$
Total municipal levy amount (interim rate * total equalized value)	\$109,158.42
TID tax increment (municipal portion only) (total levy amount – apportioned levy)	\$4,158.42
Final municipal tax rate (total municipal levy/total equalized value)	1.039604%



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**Example 6: "Hero" TID (TID Exists, all NNC in TID)**

<b>2021</b>	
Equalized value	\$10,000,000
Apportioned municipal levy	\$100,000
TID details	<ul style="list-style-type: none"> <li>• Base: \$100,000</li> <li>• Total value: \$250,000</li> <li>• Increment value: \$150,000</li> </ul>
Interim municipal tax rate (apportioned municipal levy/ equalized value excluding TID value increment)	$1.015228\% = \$100,000 / \$9,850,000$
Total municipal levy amount (interim rate * total equalized value)	\$101,522.84
TID tax increment (municipal portion only) (total levy amount – apportioned levy)	\$1,522.84
Final municipal rate (total municipal levy/total equalized value)	1.0152284%
<b>2022</b>	
NNC	\$500,000 (\$500,000 of \$500,000 in TID)
Equalized value	\$10,500,000
TID details	<ul style="list-style-type: none"> <li>• Base: \$100,000</li> <li>• Total value: \$750,000</li> <li>• Increment value: \$650,000</li> </ul>
Valuation factor	$5\% = \$500,000 / \$10,000,000$
Levy limit increase	$\$5,000 = \$100,000 * 5\%$
Apportioned municipal levy limit (prior year apportioned levy + levy limit increase)	\$105,000
Interim municipal tax rate (apportioned municipal levy/ equalized value excluding TID value increment)	$1.06598985\% = \$105,000 / \$9,850,000$
Total municipal levy amount (interim rate * total equalized value)	\$111,928.93
TID tax increment (municipal portion only) (total levy amount – apportioned levy)	\$111,928.93
Final municipal tax rate (total municipal levy/total equalized value)	1.06598985%

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**Example 7: Sustained Growth (Example 4, Repeated 5 years)**

<b>2021</b>	
Equalized value	\$10,000,000
Apportioned municipal levy	\$100,000
TID details	<ul style="list-style-type: none"> <li>• Base: \$100,000</li> <li>• Total value: \$250,000</li> <li>• Increment value: \$150,000</li> </ul>
Interim municipal tax rate (apportioned municipal levy/equalized value excluding TID value increment)	$1.0152284\% = \$100,000 / \$9,850,000$
Total municipal levy amount (interim rate * total equalized value)	\$101,522.84
TID increment (municipal portion only) (total levy amount – apportioned levy)	\$1,522.84
Final municipal rate (total municipal levy/total equalized value)	1.0152284%
<b>2022</b>	
NNC	\$500,000 (\$250,000 of \$500,000 in TID)
Equalized value	\$10,500,000
TID details	<ul style="list-style-type: none"> <li>• Base: \$100,000</li> <li>• Total value: \$500,000</li> <li>• Increment value: \$400,000</li> </ul>
Valuation factor	$5\% = \$500,000 / \$10,000,000$
Levy limit increase due to valuation factor	$\$5,000 = \$100,000 * 5\%$
Apportioned municipal levy limit (prior year apportioned levy + levy limit increase)	\$105,000
Interim municipal tax rate (apportioned municipal levy/equalized value excluding TID value increment)	$1.039604\% = \$105,000 / \$10,100,000$
Total municipal levy amount (interim rate * total equalized value)	\$109,158.42
TID increment (municipal portion only) (total levy amount – apportioned levy)	\$4,158.42
Final municipal tax rate (total municipal levy/total equalized value)	1.039604%

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<b>2023</b>	
NNC	\$500,000 (\$250,000 of \$500,000 in TID)
Equalized value	\$11,000,000
TID details	<ul style="list-style-type: none"> <li>• Base: \$100,000</li> <li>• Total value: \$750,000</li> <li>• Increment value: \$650,000</li> </ul>
Valuation factor	$4.761905\% = \$500,000 / \$10,500,000$
Levy limit increase due to valuation factor	$\$5,000 = \$105,000 * 4.761905\%$
Apportioned municipal levy limit (prior year apportioned levy + levy limit increase)	\$110,000
Interim municipal tax rate (apportioned municipal levy/equalized value excluding TID value increment)	$1.062802\% = \$110,000 / \$10,350,000$
Total municipal levy amount (interim rate * total equalized value)	\$116,908.21
TID increment (municipal portion only) (total levy amount – apportioned levy)	\$6,908.21
Final municipal tax rate (total municipal levy/total equalized value)	1.062802%
<b>2024</b>	
NNC	\$500,000 (\$250,000 of \$500,000 in TID)
Equalized value	\$11,500,000
TID details	<ul style="list-style-type: none"> <li>• Base: \$100,000</li> <li>• Total value: \$1,000,000</li> <li>• Increment value: \$900,000</li> </ul>
Valuation factor	$4.545455\% = \$500,000 / \$11,000,000$
Levy limit increase due to valuation factor	$\$5,000 = \$110,000 * 4.545455\%$
Apportioned municipal levy limit (prior year apportioned levy + levy limit increase)	\$115,000
Interim municipal tax rate (apportioned municipal levy/equalized value excluding TID value increment)	$1.084906\% = \$115,000 / \$10,600,000$
Total municipal levy amount (interim rate * total equalized value)	\$124,764.15
TID increment (municipal portion only) (total levy amount – apportioned levy)	\$9,764.15
Final municipal tax rate (total municipal levy/total equalized value)	1.084906%

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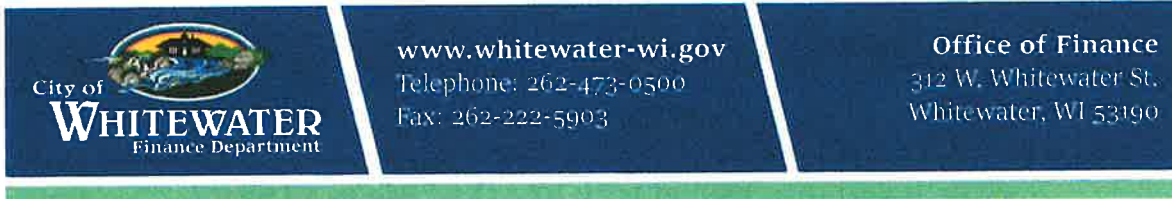
<b>2025</b>	
NNC	\$500,000 (\$250,000 of \$500,000 in TID)
Equalized value	\$12,000,000
TID details	<ul style="list-style-type: none"> <li>• Base: \$100,000</li> <li>• Total value: \$1,250,000</li> <li>• Increment value: \$1,150,000</li> </ul>
Valuation factor	$4.347826\% = \$500,000 / \$11,500,000$
Levy limit increase due to valuation factor	$\$5,000 = \$115,000 * 4.347826\%$
Apportioned municipal levy limit (prior year apportioned levy + levy limit increase)	\$120,000
Interim municipal tax rate (apportioned municipal levy/equalized value excluding TID value increment)	$1.105991\% = \$120,000 / \$10,850,000$
Total municipal levy amount (interim rate * total equalized value)	\$132,718.89
TID increment (municipal portion only) (total levy amount – apportioned levy)	\$12,718.89
Final municipal tax rate (total municipal levy/total equalized value)	1.105991%
<b>2026</b>	
NNC	\$500,000 (\$250,000 of \$500,000 in TID)
Equalized value	\$12,500,000
TID details	<ul style="list-style-type: none"> <li>• Base: \$100,000</li> <li>• Total value: \$1,500,000</li> <li>• Increment value: \$1,400,000</li> </ul>
Valuation factor	$4.166667\% = \$500,000 / \$12,000,000$
Levy limit increase due to valuation factor	$\$5,000 = \$120,000 * 4.166667\%$
Apportioned municipal levy limit (prior year apportioned levy + levy limit increase)	\$125,000
Interim municipal tax rate (apportioned municipal levy/equalized value excluding TID value increment)	$1.126126\% = \$125,000 / \$11,100,000$
Total municipal levy amount (interim rate * total equalized value)	\$140,765.77
TID increment (municipal portion only) (total levy amount – apportioned levy)	\$15,765.77
Final municipal tax rate (total municipal levy/total equalized value)	1.126126%

Please let me know if I can provide any further assistance.

SG:jal

# TIF Approved and Proposed

Project	Total TIF Subsidy	Assessed Value	City Subsidy
Neuman Southwest WW Homes	\$ 11,494,628.00	\$ 46,435,000.00	24.7%
Neuman Southwest WW Apart.	\$ 2,400,000.00	\$ 11,565,000.00	20.7%
Main Court M1 zoned	\$ 2,400,000.00	\$ 11,565,000.00	20.7%
Morraine View Parkway	\$ 5,093,127.00	\$ 24,600,000.00	20.7%
Meadowview Court	\$ 372,000.00	\$ 10,450,000.00	3.5%
Neuman Parkcrest 19 WW	\$ 1,579,834.00	\$ 6,838,290.00	23.1%
<i>Estimated *</i>			
Total	\$ 23,339,589.00	\$ 111,453,290.00	20.9%
Total subsidy of Apt.	\$ 9,893,127.00	Waterford Elkhorn	7.5% and 10% 12.5%
Total Subsidy of Homes	\$ 13,446,462.00		



**Date:** April 4, 2025

**To:** Common Council

John Weidl, City Manager

**From:** Rachelle Blitch, Director of Financial and Administrative Services

**Re:** Response to Public Comments at the April 3<sup>rd</sup> Common Council Meeting

This memorandum is provided in response to the inquiry regarding whether the City intends to continue utilizing the full allowable property tax levy in future years. The Finance Department does intend to continue recommending the use of the full allowable levy to the City Manager, who is responsible for recommending the annual budget to the Common Council. We believe this approach is fiscally prudent and in the best long-term interest of the community, as it supports critical services and reduces the need for future borrowing. It is important to note, however, that the final decision rests with the Common Council, which holds the authority to approve the budget and determine the final levy amount.

Using the full operational levy capacity each year provides the City with the necessary resources to maintain service levels, meet operational needs, and invest in long-term infrastructure improvements. Given the ongoing cost pressures from inflation, labor markets, and increasing demands for municipal services, maximizing our available levy helps ensure the City can continue delivering high-quality services without abrupt reductions or service interruptions.

More importantly, by fully utilizing the levy, the City can begin to more strategically plan for major capital expenditures by building up reserves in designated capital improvement accounts. Prefunding these accounts allows us to pay for infrastructure projects—such as road repairs, facility upgrades, equipment replacements, or utility improvements—using cash rather than debt. This practice significantly reduces the need to borrow, which in turn decreases the amount of interest the City must pay over time.

Reducing reliance on debt not only saves taxpayer dollars in the long run, but it also improves our overall financial position and credit profile. It enables more flexibility in future budgeting and ensures that the City can respond more effectively to unexpected needs or economic shifts.

In short, continuing to levy the full amount available under state law reflects a forward-looking, prudent approach to municipal finance—one that balances today's needs with tomorrow's responsibilities and helps secure a stronger financial future for the entire community.





## CDA Agenda Item

Meeting Date:	August 21, 2025
Agenda Item:	Update on Royal Hounds
Staff Contact (name, email, phone):	Emily McFarland, emcfarland@whitewater-wi.gov

### BACKGROUND

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

At the July 17, 2025 CDA meeting, the CDA asked for an update on Royal Hounds to be placed on the August agenda.

On July 16, 2024 the city and Whitewater Alpha Real Estate entered into a development agreement for the construction of a dog daycare and boarding facility located on tax key /A323600002 on Bluff Rd. The details of the project are in Exhibit B of the attached developer's agreement.

As of early August 2025, no work has begun on the site. The Conditional Use Permit (CUP) for this project expired on May 13, 2025. A letter was mailed July 22, 2025 to the applicant informing them of the expired CUP, and that they will need to return to Planning and Architectural Review Commission (PARC) for a new CUP in the future.

The Development agreement requires construction to begin on or before May 31, 2025, but does not have any penalties for failing to begin construction, unless it has not commenced on or before May 31, 2026. The Development agreement does further require construction to be completed on or before May 31, 2027. If they fail to begin construction on or before May 31, 2026 a notice of default would need to be sent. If they fail to complete construction by May 31, 2027, the city would then need to provide a notice of default and request to reclaim the parcel. If construction has not begun prior to May 31, 2026 the City may repurchase the property for the amount it received when the property was sold to Royal Hounds. If construction is not completed by May 31, 2027 and the City elects to repurchase the property it would need to pay the amount it originally received plus the appraised value of any improvements that have been made to the property.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

Resolution authorizing the sale, Council Meeting on July 17, 2024  
Development Agreement July 22, 2024

### FINANCIAL IMPACT

(If none, state N/A)

None at this time.

### STAFF RECOMMENDATION

I recommend scheduling an update on the progress of this project for February 2026.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

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Developer's Agreement  
Closing documents  
Resolution

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## 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](mailto: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](mailto: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.

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

## CITY OF WHITEWATER

## DEVELOPER:

By: [Signature]  
John S. Weidl, City Manager

WHITEWATER ALPPHA REAL ESTATE, LLC

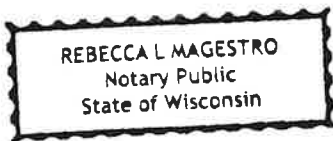
Attest: [Signature]  
Heather Boehm, City Clerk

By: [Signature]  
Jhienelle Kistle, Member  
[Signature]  
Daniel Kistle, Member

STATE OF WISCONSIN )  
 )  
COUNTY OF WALWORTH )

## ACKNOWLEDGMENT

Personally appeared before me this 22 day of July, 2024, the above-named John S. Weidl, City Manager, and Heather Boehm, City Clerk, to me known to be such City Manager and City Clerk of the City of Whitewater, Wisconsin, and to me known to be the persons who executed the foregoing agreement on behalf of said City as its duly-authorized act and deed.



Rebecca L. Magistro  
Rebecca L. Magistro, Notary Public  
Walworth County, State of Wisconsin  
My Commission expires: 6/13/2028

STATE OF WISCONSIN )  
 )  
COUNTY OF WALWORTH )

## ACKNOWLEDGMENT

Personally appeared before me this 16th day of July, 2024, the above-named Jhienelle Kistle, Member and Daniel Kistle, being all the Members of Whitewater Alpha Real Estate, LLC, to me known to be the persons who executed the foregoing agreement on behalf of Whitewater Alpha Real Estate, LLC as its duly-authorized act and deed.



Bonnie L. Miller  
Bonnie L. Miller, Notary Public  
WALWORTH County, State of WISCONSIN  
My Commission expires: 08/26/2024

**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.

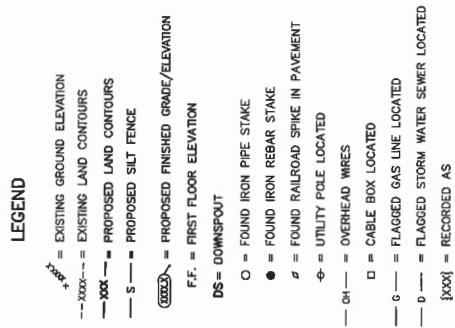
By establishing our doggy daycare in Whitewater, we not only fulfill a clear demand for pet care services but also contribute to the economic growth and community well-being of our city. Our commitment to environmental sustainability and responsible operations further solidifies our case for establishing this much-needed facility in our community.

A diagram of a three-story building. A vertical pipe runs through the center of the building. At the third floor level, a horizontal pipe is shown branching off to the right. The building is represented by three stacked rectangular blocks.

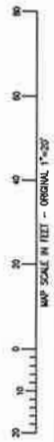
PROPOSED BUILDING for  
**ROYAL HOUNDS of WHITEWATER**  
BLUFF ROAD  
WHITEWATER, WISCONSIN

**FARRIS, HANSEN & ASSOCIATES, INC.**  
ENGINEERING - ARCHITECTURE - SURVEYING  
7 RIDGWAY COURT P.O. BOX 437  
ELKHORN, WISCONSIN 53121  
PHONE: (262) 723-2098 e-mail: office@farrishansen.com

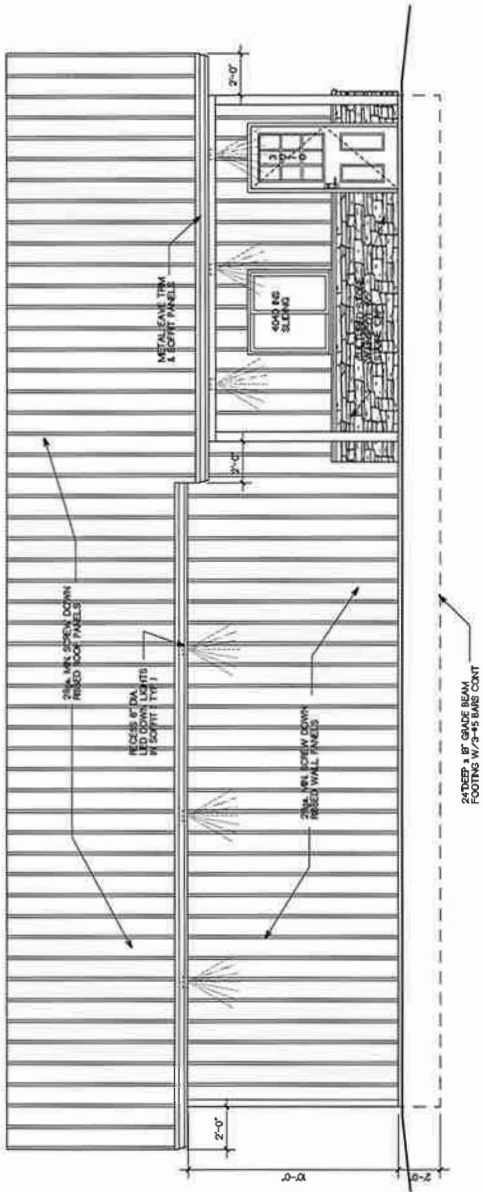
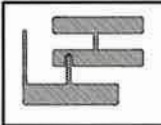
PROJECT NO.  
10994  
DATE  
03/05/2024  
SHEET NO.  
1 OF 3



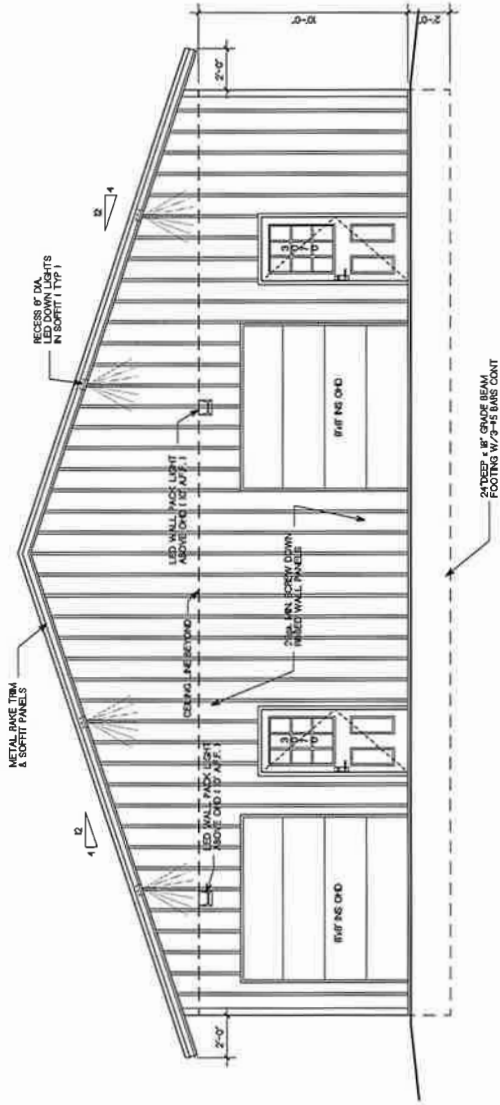
**AREA SUMMARY**  
TOTAL LAND AREA 43,900 S.F. (1.01 ACRES)  
TOTAL AREA DISTURBED 10,352 S.F. (0.24 ACRES) (NO NOI REQUIRED)  
EXISTING ZONING - B-3



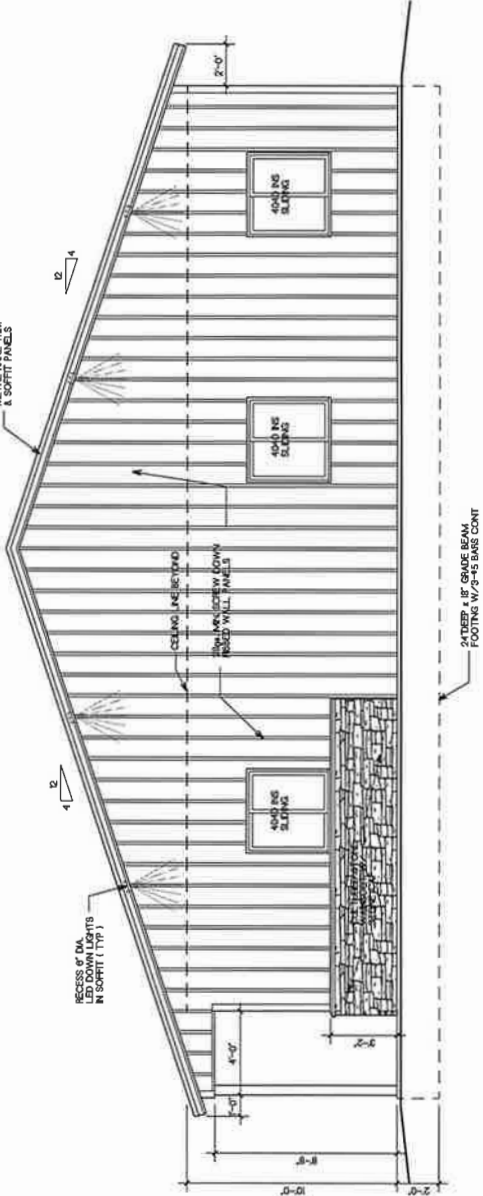
— WORK ORDERED BY —  
DANIEL KISTLE  
3327 E. CLAY STREET, UNIT 19  
WHITEWATER, WI 53190



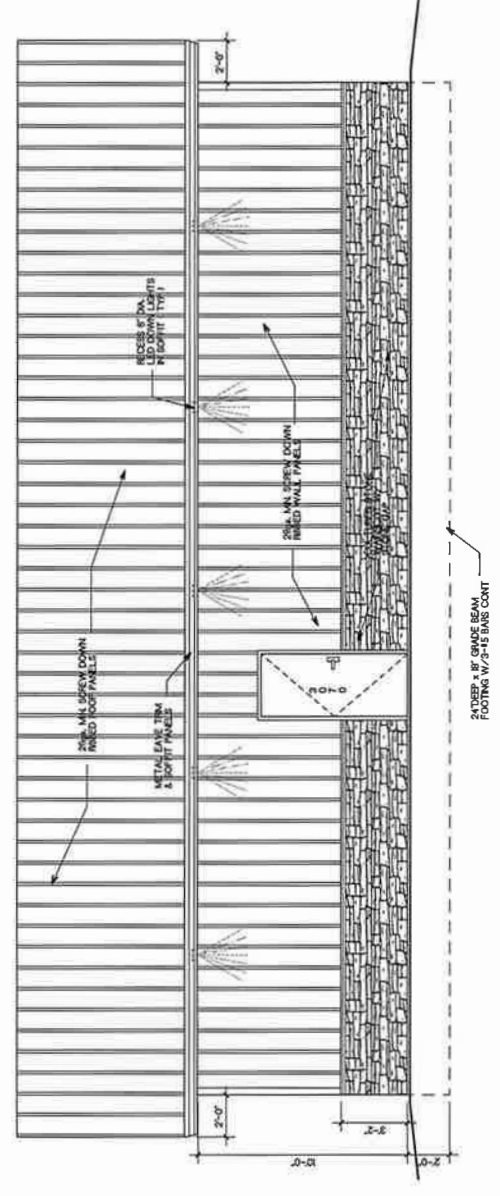
NORTH ELEVATION  
SCALE 1/4\"=1'-0\"



EAST ELEVATION  
SCALE 1/4\"=1'-0\"



WEST ELEVATION  
SCALE 1/4\"=1'-0\"



SOUTH ELEVATION  
SCALE 1/4\"=1'-0\"





State Bar of Wisconsin Form 1 - 2003

**WARRANTY DEED**

Document Number

Document Name

**THIS DEED**, made between Community Development Authority of the City of Whitewater, a body politic of the City of Whitewater, Wisconsin, a municipal corporation ("Grantor," whether one or more), and Whitewater Alpha Real Estate, LLC, a Wisconsin limited liability company ("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Walworth County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):  
**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.**

Recording Area

Name and Return Address

**Whitewater Alpha Real Estate, LLC**  
**811 Robert Street**  
**Ft. Atkinson, WI 53538**

**A323600002**

Parcel Identification Number (PIN)

\*This conveyance is exempt from transfer fee pursuant to §75.25(2)

This is not homestead property.  
 (is) (is not)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the Vacant Land Disclosure Report, general taxes levied in the year of closing, and rights of the public in presently existing highways, roads, streets, or alleys.

Dated July 16, 2024  
 Community Development Authority of the City of Whitewater, Wisconsin

\_\_\_\_\_  
 (SEAL) \_\_\_\_\_ (SEAL)  
 \* By: Greg Majkrzak, Chairperson ONE \*

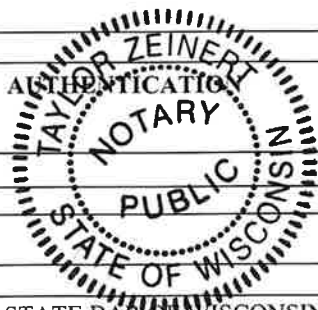
\_\_\_\_\_  
 (SEAL) \_\_\_\_\_ (SEAL)  
 \* \_\_\_\_\_ \*

Signature(s) \_\_\_\_\_  
 authenticated on \_\_\_\_\_

TITLE: MEMBER STATE BAR OF WISCONSIN  
 (If not, \_\_\_\_\_  
 authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Attorney Rick Manthe  
Stafford Rosenbaum LLP

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
 ) ss.  
WALWORTH COUNTY )

Personally came before me on July 16, 2024,  
 the above-named Greg Majkrzak, Chairman

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

\* TAYLOR ZEINERT  
 Notary Public, State of Wisconsin  
 My Commission (is permanent) (expires: 09/28/2025)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

**WARRANTY DEED****STATE BAR OF WISCONSIN****FORM No. 1-2003**

\*Type name below signatures.



CHICAGO TITLE INSURANCE COMPANY

**MORTGAGE AFFIDAVIT**

STATE OF WISCONSIN  
 COUNTY OF WALWORTH

**Order No.:** WA-23095  
**Property:** Lot 2 CSM 3236  
 Whitewater, WI 53190

There is currently no mortgage loan for the above referenced property. The property is free and clear.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated this 16 day of July, 2024

**OWNER(S):**

Community Development Authority of the City of Whitewater, Wisconsin

BY: [Signature]  
 Greg Majkrzak, Chairperson

Subscribed and sworn to before me this 16<sup>th</sup> of July, 2024.

[Signature]  
 Notary Public

WALWORTH County, Wisconsin

My commission (expires) ~~(to)~~ 09-28-2025





CHICAGO TITLE INSURANCE COMPANY

# AFFIDAVIT AS TO BROKER LIEN RIGHTS

Item 3.

The undersigned, being duly sworn, deposes and says:

That I am the owner or purchaser (the Owner) of property further described in commitment to insure number WA-23095 (the Property) issued by Chicago Title Insurance Company (the Company), or partner, officer or member of the Owner with authority to make the representations below.

## (Complete one)

- ☐ No real estate broker is or will be entitled to a commission from Owner under a listing contract or buyer agency contract having to do with the purchase or sale of the Property, and there is no contract for the lease or management of the Property under which a commission is presently owed.
- ☒ The following is an accurate and complete list of all real estate brokers who are or will be entitled to a commission from the undersigned Owner under a listing contract or buyer agency contract having to do with the purchase or sale of the Property, and/or with whom the Owner has a contract for the lease or management of the Property.

### Listing Agent/Broker:

Name: Anderson Commercial Group, LLC  
Address: 5000 S. Towne Drive, Suite 100, New Berlin, WI 53151  
Telephone No.:

Amount of commission owed or to be owed: \$3,000.00

### Selling Agent/Broker:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

Amount of commission owed or to be owed: \$ \_\_\_\_\_

**Attached hereto is a waiver of lien rights from each broker listed above, or a copy of the closing statement showing that each broker will be paid at closing.**

This affidavit is given to induce the Company to issue its policy or policies of title insurance. The undersigned indemnifies Chicago Title Insurance Company against any loss caused by the existence of any inaccuracies or omissions in the above information known to the undersigned and not disclosed to the Company, plus any cost of the enforcement of this indemnification.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated this 16th day of JULY, 2024.

### SELLER(S):

Community Development Authority of the City of Whitewater, Wisconsin

BY: [Signature]  
Greg Majkrzak, Chairperson

Subscribed and sworn to before me this 16th of July, 2024

[Signature]  
Notary Public  
WALWORTH County, Wisconsin

My commission (expires) (~~is~~) 09-28-2025







CHICAGO TITLE INSURANCE COMPANY

# OWNER'S AFFIDAVIT AS TO LIENS AND POSSESSION AND GAP INDEMNITY

STATE OF WISCONSIN

Commitment No.: WA-23095

COUNTY OF WALWORTH

The undersigned is the owner of the real estate which is described in the above referenced Commitment (hereinafter called "the Land") and certifies as follows:

1. There are no encroachments of fences, buildings, or other improvements to the property onto any easement or onto adjoining property, and no encroachments of any fences, buildings, or other improvements of adjoining premises onto the Land, except (describe or write NONE) NONE.

2. There are no unrecorded easements, party walls, agreements, or rights-of-way which affect the Land, except (describe or write NONE) NONE.

3. Check one (1) box

☒ During the last six (6) months, no work has been done and no materials have been furnished in connection with the improvement of said Land. That there are no uncompleted buildings, structures or other improvements situated thereon.

Or

☐ During the last six (6) months work has been done and materials furnished in order to make improvements to the property; but except that as stated herein, all of said work and materials have been fully paid for and there are no claims or disputes in existence with references thereto, that no notice of intent to lien has been given, and that waivers of lien from all appropriate parties are attached hereto.

Type of Work	Contractor Name	Dollar Amount of Work	Date of Work

4. That owner is in sole possession of the Land and no other party has possession or has right of possession under any lease or other agreement, written, or oral, except (describe or write NONE) NONE

5. That there are no rights or claims of others to travel, by ground or air, across the Land to reach a location or for another specified purpose, other than those shown on Schedule B in the above referenced commitment and except (describe or write NONE) NONE

**OWNER'S AFFIDAVIT AS TO LIENS AND  
POSSESSION AND GAP INDEMNITY**  
(continued)

6. That since the Commitment Date referenced above, I/we have not filed bankruptcy, received notice of any pending action(s), conveyed or encumbered the Land or is currently a party to any action that could result in the filing of any judgment or lien against the property and I/we are not aware of any defects, liens, encumbrances, adverse claims or other matters, created, suffered, assumed or agreed to by the undersigned. (Gap Defect(s)) except (describe or write NONE) NONE

I agree to protect, defend and indemnify Chicago Title Insurance Company against loss or damage caused by inaccuracies or omissions in the above information and to forever protect, defend and save Chicago Title Insurance Company against any Gap Defect(s) created, suffered or agreed to by the undersigned.

The delivery of this Affidavit and Indemnity to Chicago Title Insurance Company does not obligate Chicago Title Insurance Company to provide coverage over the matters attested to herein, and the extent to which coverage, if any, is provided is within the sole discretion of Chicago Title Insurance Company.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated this 16<sup>th</sup> day of July, 2024.

**OWNER(S):**

Community Development Authority of the City of Whitewater, Wisconsin

BY: [Signature]

Greg Majkrzak, Chairperson

Subscribed and sworn to before me this 16<sup>th</sup> of July, 2024

[Signature]  
Notary Public  
WALNORTH County, Wisconsin

My commission (expires) ~~(is)~~ 09-28-2025





# CHICAGO TITLE COMPANY

## AUTHORIZATION FOR OUTGOING WIRES

### THIS FORM MUST BE COMPLETED FOR ALL CUSTOMERS REQUESTING WIRE TRANSFERS

Due to recent changes in the Uniform Commercial Code, Chicago Title Company must have signed wire transfer instructions prior to sending any wire transfers to your account. Please complete, sign and date this form, specifying the wiring instructions for your bank account.

Reference (i.e. Escrow No., T.I. No., etc.): WA-23095

Amount: \$ \_\_\_\_\_

#### FOR FED BANKS

The undersigned customer hereby authorizes and directs Chicago Title Company to transfer funds by wire to the receiving bank and account identified below. Customer warrants that the information provided in this authorization is complete and accurate.

Receiving Bank: FIRST CITIZENS STATE BANK

City: WHITEWATER State: WI

ABA No.: 0759 02 387

Party to Credit Community Development Authority of the City of Whitewater, Wisconsin

Account No. to Credit: 101127

Phone Advise: KAREN DIETER 262-473-1382  
Name Phone

Other Reference Info: \_\_\_\_\_

Additional Info: \_\_\_\_\_

#### FOREIGN NON-FED BANKS

##### Intermediary

NOTE: If the wire is to be rerouted through a domestic US intermediary bank for credit to your bank (i.e., your bank is not on-line with the FED), enter such intermediary bank information below.

Name: \_\_\_\_\_

ABA No.: \_\_\_\_\_

Account No.: \_\_\_\_\_

##### Correspondent

NOTE: If your bank is outside the United States, the wire must be directed to a bank with a correspondent relationship in the United States. Contact your bank to obtain their correspondent bank information.

Name: \_\_\_\_\_

ABA No.: \_\_\_\_\_

Account No.: \_\_\_\_\_

**AUTHORIZATION FOR OUTGOING WIRES**

(continued)

Provided that the funds are wire transferred in accordance with these instructions, Chicago Title Company shall not be liable for any act or omission of any financial institution or any other person, nor shall Chicago Title Company have any liability for loss of funds or interest thereon. In no event will damages exceed interest at a rate equal to Fed Funds rate, adjusted daily, for the number of days that such funds are unavailable. The undersigned Customer shall indemnify and hold harmless Chicago Title Company, its successors or assigns, from any loss, liability and cost incurred as a result of any incorrect information supplied.

In no event shall Chicago Title Company be liable for any special, consequential, indirect or incidental damages, regardless of whether any claim is based on contract or tort or whether the likelihood of such damage was known to Chicago Title Company.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated this 16th day of July, 2024.

**ACCEPTED AND AGREED:**

Community Development Authority of the City of Whitewater, Wisconsin

BY: 

Greg Majkrzak, Chairperson

Phone: 262-473-0148



## CERTIFICATION OF NON-FOREIGN STATUS

**Date:** July 3, 2024  
**Escrow No.:** WA-23095

Section 1445 of the Internal Revenue Code requires a transferee (buyer) of a U.S. Real Property interest to withhold fifteen percent (15%) of the gross sales price if the transferor (seller) is a foreign person or entity unless the transferee receives a certification of non-foreign status from the transferor (seller). The certification must be signed under penalties of perjury, stating the transferor is not a foreign person/entity and containing the transferor's name, address, and U.S. Taxpayer Identification Number.

Sellers who provide such a certification are exempt from withholding and the estimated tax cannot be collected from them unless the buyer or their agent have knowledge the certification is false.

### Certification of Non-Foreign Status by Entity

The undersigned hereby certifies the following:

Community Development Authority of the City of Whitewater is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as defined in the Internal Revenue Code and Income Tax Regulations) or a disregarded entity as defined in §1.1445-2(b)(2)(iii);

The U.S. Employer Identification No. for this entity is: 39-6005658;

The office address is:

312 W. WHITEWATER ST.

WHITEWATER, WI 53190

The transferor/seller understands this certification may be disclosed to the Internal Revenue Service by transferee and any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare I have completed this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of seller.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated this 16<sup>th</sup> day of July, 2024.

Community Development Authority of the City of Whitewater, Wisconsin

BY: 

Greg Majkrzak, Chairperson

Rev. 1/28/2010



**Chicago Title Company**  
 20825 Swenson Dr., Suite 200  
 Waukesha, WI 53186  
 Phone: (262)796-3800 Fax: (262)796-3888

### Seller's Settlement Statement

**Settlement Date:** July 19, 2024  
**Disbursement Date:** July 19, 2024  
**Order Number:** WA-23095  
**Escrow Officer:** Lisa Andrae  
**Buyer:** Whitewater Alpha Real Estate, LLC, a Wisconsin limited liability company  
**Seller:** Community Development Authority of the City of Whitewater, Wisconsin  
**Property:** Lot 2 CSM 3236  
 Whitewater, WI 53190

	Seller	
	Debit	Credit
<b>Total Consideration</b>		
Purchase Price		30,000.00
<b>Total Commissions</b>		
Commissions - Listing Broker to Anderson Commercial Group, LLC \$30,000.00 @ 10.0000% = \$3,000.00	3,000.00	
<b>Title/Escrow Charges</b>		
Owner's Policy Premium to Chicago Title Company Coverage: \$30,000.00 Version: ALTA Owner's Policy 2021 w-WI Mod	578.00	
Closing Fees to Chicago Title Company	500.00	
SE 211 - Gap Endorsement to Chicago Title Company	250.00	
<b>Subtotals</b>	4,328.00	30,000.00
<b>Balance Due TO Seller</b>	<b>25,672.00</b>	
<b>Totals</b>	30,000.00	30,000.00

See signature page to follow

**Seller's Settlement Statement**

Item 3.

SELLER

Community Development Authority of the City of Whitewater, Wisconsin

BY:   
Greg Majkrzak, Chairperson

**RESOLUTION AUTHORIZING THE WHITEWATER COMMUNITY DEVELOPMENT AUTHORITY TO  
SELL LOT /A323600002 LOCATED ON BLUFF ROAD**

**Whereas**, the City of Whitewater Community Development Authority ("CDA") accepted an offer to purchase from Whitewater Alpha Real Estate, LLC for Lot /A323600002 located on Bluff Road ("Property") for a price of \$30,000; and

**Whereas**, the title company for the transaction is requiring a resolution from the Whitewater Common Council approving and authorizing the transaction because of rules adopted by the CDA which require Common Council approval of CDA property transactions; and

**Whereas**, all due diligence for the Property has been completed and the CDA and Whitewater Alpha Real Estate are ready to close the transaction; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Whitewater that the CDA is approved and authorized to convey the Property and for necessary CDA and City personnel and officials to take all necessary actions to close the transaction.

Resolution introduced by Council Member Neil Hicks who moved its adoption. Seconded by Brian Schanen. Ayes: 7 Noes: 0 Absent: 0

Adopted: July 17<sup>th</sup>, 2024

  
John Weidl, City Manager

  
Heather Boehm, City Clerk





## CDA Agenda Item

Meeting Date:	August 21, 2025
Agenda Item:	Innovation Center AV Purchase
Staff Contact (name, email, phone):	Emily McFarland, emcfarland@whitewater-wi.gov

## BACKGROUND

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

The AV equipment in the major training room at the Innovation Center, Room 105 A/B does not function consistently or efficiently. The city IT team and Media team assessed the situation, met with vendors, reviewed quotes and have suggested the attached quote as the right option to rectify this problem. This room is used by tenants and renters, and having it operate appropriately is important.

The recommended quote is from Marco (attached), and the “optional product” of the wall mount, was recommended by IT, as well as the labor expense as that is beyond their expertise.

## PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

## FINANCIAL IMPACT

(If none, state N/A)

The recommended quote costs \$17,160.19. This includes equipment and labor. While this was an unbudgeted expense, I did speak with the Finance Director and the work should be charged to the capital outlay account, 920-56500-820, and will be funded out of the fund balance for the IC. The fund balance was at \$102,198 as of 12/31/2024.

## STAFF RECOMMENDATION

I recommend approving the quote to make the necessary improvements.

## ATTACHMENT(S) INCLUDED

(If none, state N/A)

Quote from Marco

June 25, 2025

PROPOSAL FOR

## CITY OF WHITEWATER

TIM NEUBECK

Prepared By:

**Correen Oestreich**

Senior Technology Advisor

262-353-0229

correen.oestreich@marconet.com

Quote Number: 205142



Managed Services



Copiers & Printers



Audio Visual



Business IT Services



## SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)

## City of Whitewater - Innovation Room



## Prepared by:

Marco - Little Chute

Correen Oestreich

262-353-0229

correen.oestreich@marconet.com

## Prepared for:

CITY OF WHITEWATER

312 W WHITEWATER ST

WHITEWATER, WI 53190-1940

Tim Neubeck

262.473.1391

tneubeck@whitewater-wi.gov

## Quote Information:

Quote #: 205142

Version: 1

Date Issued: 06/25/2025

Expiration Date: 07/24/2025

## Products

Description	One-Time	Qty	Ext. One-Time
<b>Video Presentation</b>			
OWNER FURNISHED EQUIPMENT - Projection Screen - reuse existing		1	
Panasonic - Installation Series 6,500 Lumens WUXGA LCD Laser Projector - 16:10 Widescreen - 1920 x 1200 Resolution - 4K Signal Input - Lamp-free Laser Light Source rated for 20,000 Hours of Use - Standard Lens - White	\$5,629.42	1	\$5,629.42
Chief - RPA Series Projector Ceiling Mount - Custom Interface Bracket - Black	\$240.80	1	\$240.80
Chief - Speed-Connect 6" Fixed Extension Column - White	\$21.60	1	\$21.60
Chief - Speed-Connect Above Tile Suspended Ceiling Installation Kit	\$144.00	1	\$144.00
Crestron - DM Essentials 4K60 4:4:4 Transmitter for HDMI, RS-232, and IR Signal Extension over CATx Cable - Supports 4K60 4:4:4 Video, HDR10+, and HDCP 2.3 - Receives Power from remote DM Essentials Receiver or DMP5 Essentials Switcher	\$307.14	1	\$307.14
Crestron - DM Essentials 4K60 4:4:4 Receiver for HDMI, RS-232, and IR Signal Extension over CATx Cable - Supports 4K60 4:4:4 Video, HDR10+, and HDCP 2.3 - Flexible Power from 24VDC Power Pack (included) or DM Essentials Transmitter - Surface Mount	\$307.14	1	\$307.14
OWNER FURNISHED EQUIPMENT - laptop or other device to be used as an input source for presentation at the podium		1	
<b>Audio</b>			
OWNER FURNISHED EQUIPMENT - Crown Cdi 1000 Audio Amplifier - reuse existing		1	
OWNER FURNISHED EQUIPMENT - Ceiling Speaker - reusing existing		12	

**SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)**

Extron - DMP 64 Plus C - 6x4 ProDSP Digital Matrix Processor with Acoustic Echo Cancellation - 6 Input, 4 Output Mic/Line Audio Matrix Mixer - Configurable USB Audio Interface	\$1,821.43	1	\$1,821.43
<b>Control</b>			
Extron - MLC Plus 400 - MediaLink Plus Controller - Integrated Control System with 4" Color Touchscreen Interface - Gorilla Glass Screen - 2-Gang - Built-in Speaker for Audible Feedback - Light Sensor for Brightness - PoE Powered	\$1,564.29	1	\$1,564.29
<b>Cables and Miscellaneous</b>	<b>\$154.04</b>	<b>1</b>	<b>\$154.04</b>
C2G - Performance Series Ultra Flexible High Speed HDMI 2.0 Cable - 4K 60Hz - 18 Gbps Data Transfer Rate - In-Wall, CMG (FT4) Rated Black Jacket - 10 ft		1	
C2G - Performance Series Ultra Flexible High Speed HDMI 2.0 Cable - 4K 60Hz - 18 Gbps Data Transfer Rate - In-Wall, CMG (FT4) Rated Black Jacket - 3 ft		1	
Liberty - Cat6 Twisted Pair Cable - Unshielded - Plenum Rated - Black		1	
C2G - Cat6 Ethernet Network Patch Cable - Unshielded Twisted Pair (UTP) - RJ-45 Male Connectors - Snagless Boots - Black - 5 ft		1	
Liberty - Commercial Grade 22 AWG 2-Conductor Shielded Plenum Cable - Black		1	
Installation Materials		1	

Subtotal: **\$10,189.86****Optional Products - Wall Mounted Equipment Rack***\* Optional Section*

Description	One-Time	Qty	Ext. One-Time
Middle Atlantic - EWR Series Pivoting Wall Rack - 10 RU - 24.5" Height - 17" Depth - Fits 15" Deep Equipment - Front 10-32 Threaded Rackrail - Solid Front Door - Black	\$544.00	1	\$544.00
Middle Atlantic - 9-Outlet Rackmount Power Distribution Unit - Single 15 Amp Circuit - 8 Rear Distribution Outlets with One Front Convenience Outlet - Spike Protected - Front On/Off Master Switch - 9' Cord	\$161.33	1	\$161.33
Extron - RSU 129 - 1U 9.5" Deep Universal Rack Shelf	\$116.00	1	\$116.00

\* Optional Subtotal: **\$821.33**



SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)

Professional Services Labor

Description	One-Time	Qty	Ext. One-Time
Marco Professional Services - Fixed Fee - Installation, Configuration and Programming - Progress Billed Monthly	\$6,149.00	1	\$6,149.00

Subtotal: \$6,149.00



## SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)

## Quote Summary - One-Time Expenses

Description	Amount
Products	\$10,189.86
Professional Services Labor	\$6,149.00
Total:	<b>\$16,338.86</b>

*One-Time \* Optional Expenses*

Description	One-Time
Optional Products - Wall Mounted Equipment Rack	\$821.33
Optional Subtotal:	<b>\$821.33</b>

## Payment Options

Description	Payments	Interval	Amount
One-Time Payment			
One-Time Payment	1	One-Time	\$16,338.86

## Summary of Selected Payment Options

Description	Amount
One-Time Payment: One-Time Payment	



Item 4.

SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)