



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

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

Thursday, October 19, 2023 - 5:30 PM

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

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/89101540851?pwd=uXqfKM9W-Lvfes5y64AlhkFxlZ4AoQ.yK18q4rsbLfScFxW>

Passcode: 207682

Or Telephone: 1 312 626 6799 US (Chicago)

Webinar ID: 891 0154 0851

Passcode: 207682

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

AGENDA

CALL TO ORDER

ROLL CALL

DECLARATON OF CONFLICTS OF INTEREST.

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

HEARING OF CITIZEN COMMENTS

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

To make a comment during this period, or during any agenda item: On a computer or handheld device, locate the controls on your computer to raise your hand. You may need to move your mouse to see

these controls. On a traditional telephone, dial *6 to unmute your phone and dial *9 to raise your hand.

APPROVAL OF MINUTES.

1. Approval of CDA Minutes for 09/21/2023 meeting.

REVIEW & ACKNOWLEDGE FINANCIAL STATEMENTS

2. Review and acknowledge Financial Statements for period ending 09/30/2023.

ACTION ITEMS:

3. Discussion and possible action regarding acceptance of proposed Real Estate Listing Contract for brokerage services for sale of City-owned properties.

UPDATES & DISCUSSIONS:

4. CDA Rules of Procedure (adopted 04/18/2022) distributed for Board Member review prior to discussion at the November 16, 2023 Board Meeting.
5. Discussion regarding amending the Declaration of Covenants & Restrictions for the Whitewater Business Park to allow for natural landscaping elements.
6. Discussion regarding housing strategy going forward.
7. Update and discussion regarding status of CDA Loan to Fine Food Culture LLC (The Black Sheep).
8. Economic Development Activities Update

FUTURE AGENDA ITEMS

9. Discussion regarding CDA Rules of Procedures (November 16, 2023)

ADJOURNMENT

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

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



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

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

Thursday, September 21, 2023 - 5:30 PM

MINUTES

CALL TO ORDER

Vice Chairman Allen called the meeting to order at 5:30 p.m.

ROLL CALL

PRESENT

Vice Chairperson Jim Allen
Board Member Jon Kachel
Board Member Jeff Knight
Board Member Lukas Schreiber

ABSENT

Board Member Thayer Coburn
Board Member Joseph Kromholz
Chairperson Patrick Singer

STAFF PRESENT: Brad Marquardt (Public Works Director), Kristen Fisch-Peterson (CDA Consultant);
Bonnie Miller (CDA Administrative Assistant)

DECLARATION OF CONFLICT OF INTEREST.

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

None.

HEARING OF CITIZEN COMMENTS. None.

APPROVAL OF MINUTES

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

Motion made by Vice Chairperson Allen, Seconded by Board Member Coburn to approve minutes from August 17, 2023.

Voting Yea: Vice Chairperson Allen, Board Member Coburn, Board Member Kachel, Board Member Knight, Board Member Schreiber

REVIEW & ACKNOWLEDGE FINANCIAL STATEMENTS.

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

Moved by Schreiber and seconded by Knight to acknowledge the Financial Statements as presented. Motion passed by unanimous voice vote.

Board Member Kachel requested to have the City's Finance Director present at future Board Meetings.

PRESENTATIONS

- 3. Paul Eckert of Safepro Technologies - Update on Business Activities.

Paul Eckert of Safepro Technologies provided an update regarding their business operations at the Innovation Center located in Whitewater's Technology Park. Safepro's Soteria System is an emergency evacuation system involving detection, shelter-in-place and laser safety guidance system effective in situations such as active shooter, fire or hazmat. Mr. Eckert stated that they have completed their first test site install in the Greenfield School District and is working with another pilot school in the Beloit School District.

- 4. UW-Whitewater Innovation Center - Memorandum of Understanding between UW-Whitewater and the City .

Elizabeth Thelen, Executive Director of the Whitewater University Innovation Center, provided an update regarding activities at the Innovation Center which is piloting new technology and promoting entrepreneurship. Ms. Thelen promoted several changes related to the property management component at the Innovation Center that the University is requesting to be made to the Memorandum of Agreement between the City and UW-Whitewater.

ACTION ITEMS:

- 5. Discussion and Possible Action for Recommendation to Common Council: Economic Development Director Salary Range. Presentation by Lee Szymborski of GovHR USA.

Lee Szymborski of GovHR provided the Board with an update as to the status of the search for candidates for the position of Economic Development Director. Mr. Szymborski stated that the salary is too low t(\$50,000 - \$90,000) to attract quality candidates and recommended raising the top number to \$100,000 as a mid-level spot without creating inequities among management position salaries. Discussion included adjustments to the actual title for the position and an increase in responsibilities.

Moved by Jeff Knight and seconded by Jon Kachel to make a recommendation to the Common Council for consideration of modifying the salary range for the Economic Development Director to \$100,000. Motion passed by unanimous roll call vote.

6. Update, Discussion and Possible Action Regarding Proposed Listing Contract for Brokerage Services for Sale of City-Owned Property. [Note: See attached additional material made available to the Board during the meeting that was not included in the public packet.]

Representatives from two applicants that responded to the RFP presented their proposed contract and took questions from the Board. Steve Anderson and Lisa Parks represented Anderson Commercial Group. Tim Vandeville represented Legacy Realty Group. No action was taken.

7. Discussion and Possible Action Regarding Richter Development Agreement - Request to Extend Construction Deadline - Property Located on Executive Drive.

Moved by Schreiber and seconded by Kachel to extend the construction deadline under the Development Agreement to April of 2024.

8. Discussion and Possible Action Regarding Becker & Bolton Development Agreement - Deadline to Commence Construction - Property Located at 501 Prospect Drive.

Moved by Knight and seconded by Schreiber to send the draft letter as presented to Becker & Bolton, LLC by certified mail requesting an update as to the anticipated commencement of construction and a request from Development to extend the deadline. Motion passed by unanimous roll call vote.

UPDATES AND DISCUSSION

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

Item postponed to the November 16, 2023 meeting.

10. Economic Development Update

CDA Admin. Miller reported that she would be attending the Walworth County Housing Summit on 9/25/2023, along with Taylor Zeinert, Chief of Staff, and City Manager Weidl who will be a presenter at the event. The City will have a promotional table with a focus on economic development in Whitewater and featuring the Affordable Housing Policy. Miller also stated that she is enrolled in the TIF 201 Seminar at the WEDA Best Practices Seminar in Wausau on September 27, 2023. Public Works Director Marquardt reported that the ALDI project continues to move forward but had no update as to when they would start construction. Ms. Fish-Peterson reported that Staff is involved in the due diligence phase with two major development projects and will bring them forward to the Board when fully vetted. Ms. Fish-Peterson encouraged the Board to do a refresher of the WEDA Seminar Economic Development 101 (video). Miller was directed to send the video to the Board.

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

Discussion regarding CDA Rules of Procedures (November 16, 2023).

EXECUTIVE SESSION

Motion by Vice-Chair Allen, seconded by Schreiber, to adjourn to Closed Session, TO RECONVENE, pursuant to Wisconsin Statutes 19.85(1)(e) “Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session passed by unanimous roll call vote. Items to be discussed:

11. Negotiation and Possible Action regarding Memorandum of Understanding between UW-W and the City for the Innovation Center.
12. Negotiation and Possible Action Regarding Development Agreement for A-1 Packaging, Parcel Located on Prospect Drive in the Business Park.
13. Negotiation and Possible Action Regarding Development Agreement with JM Meadowview LLC for Housing Project on Meadowview Court.
14. Negotiation and Possible Action Regarding Development Agreement with US Shelter Homes LLC

RECONVENE INTO OPEN SESSION

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

Motion to reconvene to Open Session moved by Schreiber and seconded by Knight passed by unanimous voice vote.

Item 12: Moved by Knight, seconded by Kachel to approve the Development Agreement between the CDA and Prospect Drive LLC (A-1 Packaging) for construction of a 100,000 sq. ft. precast panel concrete building and is requesting the land as an incentive and \$125,000 per year for 10 years in pay as you go TIF incentive. The investment is over \$10 million with a guaranteed minimum assessed value of \$7.5 million. Motion passed by unanimous roll call vote.

ADJOURNMENT

Motion by Schreiber to adjourn seconded by Kachel passed by unanimous voice vote. Chairman Knight adjourned the meeting at 8:05 p.m.

Respectfully submitted,

Bonnie L. Miller, Recorder

Attachment

Additional material made available during the meeting regarding Item #6 that was not included in the advance packet made available to the public.

DRAFT



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

June 16, 2023

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

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

Gentlemen:

Enclosed herewith are the following:

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

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

Sincerely,

John S. Weidl
City Manager

Enclosures

CITY OF WHITEWATER

P.O. BOX 690
WHITEWATER, WI 53190

NO. 095361

Item 1.

THE FIRST CITIZENS STATE BANK
WHITEWATER, WISCONSIN

DATE	CHECK NO.	AMOUNT
06/16/2023	95361	*\$ 10,764.00

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

PAY TO
THE
ORDER
OF

TWELVE2 COMMERCIAL GROUP LLC
461 RIVER CREST CT
MUKWONAGO WI 53149

Jeremiah Thomas

CITY CLERK

John S. Wood

CITY TREASURER

⑈095361⑈ ⑆075902337⑆ 100⑈036⑈

095361

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

Payee: TWELVE2 COMMERCIAL GROUP LLC

CHECK NO.: 95361
Check Issue Date: 06/16/2023
Check Amount: 10,764.00

VENDOR NO.: 9691

INV DATE	INVOICE NO	INVOICE DESCRIPTION	GL ACCT NUMBER	NET AMOUNT
06/16/2023		BECKER&BOLTON S BECKER&BOLTON SALE COMMISSION	100-15205	10,764.00

TOTAL AMOUNT: 10,764.00

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

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



Property Address: 501 N Prospect Dr
 Whitewater, WI 53190

Borrower: Becker & Bolton LLC
Seller: City of Whitewater, Wisconsin
Lender: First Citizens State Bank
Settlement Date: June 1, 2023
Disbursement Date: June 1, 2023

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

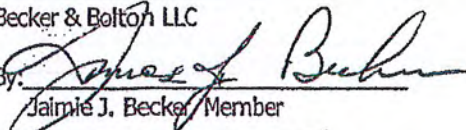
Item 1.

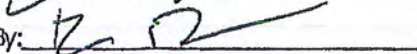
Seller		Borrower/Buyer	
Debit	Credit	Debit	Credit
\$ 107,640.00	\$ 107,640.00	\$ 120,945.00	\$ 120,945.00
TOTALS			

Acknowledgement

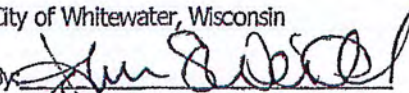
We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize First Citizens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

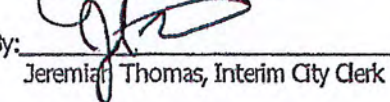
Becker & Bolton LLC

By: 
 Jaimie J. Becker, Member

By: 
 Benjamin K. Bolton, Member

City of Whitewater, Wisconsin

By: 
 John Weidl, City Manager

By: 
 Jeremiah Thomas, Interim City Clerk

N/A
 First Citizens State Bank, Escrow Officer



September 12, 2023

City of Whitewater, Whitewater WI C
Attn: James Allen / City Council President and Patrick Singer / CDA President

Dear Mr. Allen and Mr. Singer,

The reason for this letter is only to notify you of the way our firm was treated by the City of Whitewater after two years of marketing the city-owned parcels. I am forwarding the attached letter from John Weidl that notified our real estate firm that the City of Whitewater has decided to not renew our listing contract effective at the expiration date of October 31, 2023. We were very disappointed to learn that Twelve2 Commercial was terminated and not given any reason for the city's decision, nor the opportunity to meet with the City Council or CDA. My understanding now is that two other real estate firms were asked to present a proposal for listing and marketing the city-owned properties for sale. Twelve2 was not given any opportunity to provide a proposal for the listing renewal. This approach seems very unprofessional, unfair, and quite a slap in the face after two years of service to the city!

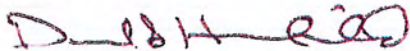
Twelve2 Commercial Group has invested a significant amount of money and time in our marketing efforts since we were hired by the city in 2021. We knew up front that we were faced with a challenging job of finding development opportunities, but we were confident that we could help the city in time. Twelve2 Commercial has some very close relationships with a few of the local manufacturers, Whitewater building owners and developers. We are also representing other local real estate owners with marketing their properties outside of the city-owned properties, so we have had a good presence in Whitewater over the last few years.

We have also been involved in a few recent real estate transactions with Whitewater manufacturers.

- Lavelle Industries expanded into 25,000 sqft at 1151 Universal Blvd (Long Term Lease) – January 1, 2022
- Creative Packaging moved to 30,000 sqft at 369 Newcomb St (Long Term Lease) – Commencement September 1, 2022
- Sold 369 Newcomb St to Larry Chapman – Closed July 8, 2022
- Creative packaging expanded into 20,000 feet at 848 E Commerce Ave (Short Term Lease) – Commencement May1, 2023
- East West Manufacturing expanded into 20,000 sqft in Delavan due to no industrial space available – Commencement June 1, 2022

I would also like to note that due to our present and past relationship in Mukwonago with Mr. John Weidl, Twelve2 Commercial would **not** consider a proposal to the city to renew our listing contract if given the opportunity at this time. As much as we would appreciate that opportunity (if presented), we will not work with him any longer. We believe that working relationships should be healthy and professional to be successful. Thank you!

Sincerely,



David S Hazenfield / Owner-Broker
Email: dh@twelve2cg.com
Phone: 262-470-3810

Twelve2 Commercial Group, LLC
461 River Crest Ct.
Mukwonago, WI 53149

Twelve2 Commercial Group, LLC
N8 W22195 Johnson Dr, Suite 150
Waukesha, WI 53186

Text From John W

Item 1.

Dave Hazenfield <DH@Twelve2CG.com>

To: James Allen <JAllen@whitewater-wi.gov>

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

Hi Jim,

I thought it would be important to forward John Weidl's text message that he sent to me yesterday morning (Wednesday, September 13th) at 11:43, just after he emailed me his response to my letter. For the record, we have NEVER received any negative feedback, requests for any updates, activity reports, or even any calls from anyone at the City of Whitewater during our listing period. So I'm very confused about his statement that he has two written negative statements against our firm. We always have to assume that we're doing a good job if we haven't received any complaints or concerns. Just thought you should know this. Thank you!

Dave Hazenfield/Twelve2 CG

Text from John Weidle as follows:

Hope you got my email. Call if you have questions. It's going in the CDA packet along with two other negative assessments of your firm services from current staff and elected officials. Along with your email to Jim and Jim's email to Bonnie. Have a great week.

Dave Hazenfield | Principal
Twelve2 Commercial Group LLC
461 River Crest Court
Mukwonago, WI 53149
dh@twelve2cg.com
www.Twelve2cg.com
T: 262-436-4760 Ext. 218
M: 262-470-3810

CITY OF WHITEWATER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2023

Item 2.

ECONOMIC DEVELOPMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>OTHER FINANCING SOURCES</u>					
900-49265-56 TRANSFER TID #4 AFFORD HOUSING	.00	50,000.00	50,000.00	.00	100.0
900-49266-56 TRANSFER TID #11-ADMIN	5,000.00	5,000.00	5,000.00	.00	100.0
900-49267-56 TRANSFER TID #12-ADMIN	5,000.00	5,000.00	5,000.00	.00	100.0
900-49268-56 TRANSFER TID #13-ADMIN	35,000.00	35,000.00	35,000.00	.00	100.0
900-49290-56 GENERAL FUND TRANSFER	.00	32,500.00	32,500.00	.00	100.0
900-49300-56 FUND BALANCE APPLIED	.00	.00	63,244.84	63,244.84	.0
TOTAL OTHER FINANCING SOURCES	45,000.00	127,500.00	190,744.84	63,244.84	66.8
TOTAL FUND REVENUE	45,000.00	127,500.00	190,744.84	63,244.84	66.8

CITY OF WHITEWATER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2023

Item 2.

ECONOMIC DEVELOPMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>CDA</u>					
900-56500-111 SALARIES	500.00	5,700.00	83,999.92	78,299.92	6.8
900-56500-115 WAGES/PART-TIME/PERMANENT	5,186.88	19,915.97	23,063.04	3,147.07	86.4
900-56500-151 FRINGE BENEFITS	904.00	3,654.21	34,079.72	30,425.51	10.7
900-56500-210 PROFESSIONAL DEVELOPMENT	.00	60.00	3,535.00	3,475.00	1.7
900-56500-212 LEGAL SERVICES	.00	.00	12,625.00	12,625.00	.0
900-56500-215 PROFESSIONAL SERVICES	.00	17,285.74	2,525.00	(14,760.74)	684.6
900-56500-219 AUDIT FEES	.00	.00	4,040.00	4,040.00	.0
900-56500-222 COUNTY/REGIONAL ECON DEV	.00	10,854.00	9,342.50	(1,511.50)	116.2
900-56500-223 MARKETING	.00	1,272.50	2,525.00	1,252.50	50.4
900-56500-224 SOFTWARE/HARDWARE MAINTENANCE	39.98	4,261.72	7,012.02	2,750.30	60.8
900-56500-225 TELECOM/INTERNET/COMMUNICATION	134.55	1,985.15	2,210.34	225.19	89.8
900-56500-310 OFFICE & OPERATING SUPPLIES	114.42	406.20	606.00	199.80	67.0
900-56500-311 POSTAGE	.00	50.16	202.00	151.84	24.8
900-56500-320 DUES	.00	325.00	1,191.80	866.80	27.3
900-56500-325 PUBLIC EDUCATION	.00	195.00	50.50	(144.50)	386.1
900-56500-330 TRAVEL EXPENSE	.00	.00	3,737.00	3,737.00	.0
900-56500-341 MISC EXPENSE	.00	202.00	.00	(202.00)	.0
TOTAL CDA	6,879.83	66,167.65	190,744.84	124,577.19	34.7
TOTAL FUND EXPENDITURES	6,879.83	66,167.65	190,744.84	124,577.19	34.7
NET REVENUE OVER EXPENDITURES	38,120.17	61,332.35	.00	(61,332.35)	.0

Report Criteria:

Report type: GL detail

Invoice Detail.GL account = 9001000000-9009999999,9101000000-9109999999

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Notes	Description	Invoice Number	Invoice GL Account	Invoice Amount
900									
09/23	09/07/2023	95710	8438	JAMES LEASING LLC		AUG 2023 COPIES CHARGE	13822	900-56500-310	19.47
09/23	09/22/2023	900191	8487	US BANK	TIM NEUBECK-WEB*BLUEH	whitewatercda.com domain renewal	September 2	900-56500-224	39.98
09/23	09/22/2023	900191	8487	US BANK	KARRI J ANDERBERG-AMZ	Foot petal for minute taking for bonnie	September 2	900-56500-310	94.95
Total 900:									154.40
Grand Totals:									154.40

M = Manual Check, V = Void Check

**CITY OF WHITEWATER
BALANCE SHEET
SEPTEMBER 30, 2023**

Item 2.

ECONOMIC DEVELOPMENT FUND

		BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>ASSETS</u>					
900-11100	CASH	47,001.45	38,120.17	58,900.30	105,901.75
900-19000	GASB 68-WRS NET PENSION ASSETS	15,657.39	.00	.00	15,657.39
900-19021	GASB 68-WRS DOR	30,592.68	.00	.00	30,592.68
900-19999	GASB 68-PENSION CLEARING ACCT	3,479.00	.00	.00	3,479.00
TOTAL ASSETS		96,730.52	38,120.17	58,900.30	155,630.82
<u>LIABILITIES AND EQUITY</u>					
<u>LIABILITIES</u>					
900-21100	ACCOUNTS PAYABLE	906.21	.00 (	906.21)	.00
900-21106	WAGES CLEARING	1,525.84	.00 (	1,525.84)	.00
900-29011	GASB 68-WRS DIR	36,871.45	.00	.00	36,871.45
TOTAL LIABILITIES		39,303.50	.00 (	2,432.05)	36,871.45
<u>FUND EQUITY</u>					
900-34300	PROPRIETARY CAPITAL	57,427.02	.00	.00	57,427.02
UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD		.00	38,120.17	61,332.35	61,332.35
BALANCE - CURRENT DATE		.00	38,120.17	61,332.35	61,332.35
TOTAL FUND EQUITY		57,427.02	38,120.17	61,332.35	118,759.37
TOTAL LIABILITIES AND EQUITY		96,730.52	38,120.17	58,900.30	155,630.82

CITY OF WHITEWATER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2023

Item 2.

CDA PROGRAMS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>CAPITAL CAT-SEED FUND REV</u>					
910-43015-00	CAPCAT INT-BLUE LINE \$64,614	.00	1,447.05	.00 (1,447.05)	.0
910-43017-00	CAPCAT INT-BLUE LINE \$36,600	.00	5,724.83	.00 (5,724.83)	.0
<hr/>					
	TOTAL CAPITAL CAT-SEED FUND REV	.00	7,171.88	.00 (7,171.88)	.0
<hr/>					
<u>ACTION LOAN REVENUE</u>					
910-46001-00	INT INC-ACTION-LRN DEPOT \$41K	74.68	746.09	.00 (746.09)	.0
910-46003-00	INT INC-ACTION-BIKEWISE \$23K	.00	30.64	.00 (30.64)	.0
910-46006-00	INT INC-ACTION-BLUELINE \$34K	.00	336.47	.00 (336.47)	.0
910-46007-00	INT INC-ACTION-BLUELINE \$45K	.00	434.91	.00 (434.91)	.0
910-46008-00	INT INC-ACTION-SAFEPRO \$100K	345.90	5,726.20	.00 (5,726.20)	.0
910-46010-00	INT INC-ACTION-SWSPOT/GILDE	157.67	2,704.72	.00 (2,704.72)	.0
<hr/>					
	TOTAL ACTION LOAN REVENUE	578.25	9,979.03	.00 (9,979.03)	.0
<hr/>					
<u>MISCELLANEOUS REVENUE</u>					
910-48103-00	INTEREST INCOME-FACADE	101.02	844.37	.00 (844.37)	.0
910-48104-00	INTEREST INCOME-HOUSING	58.80	491.47	.00 (491.47)	.0
910-48108-00	INTEREST INCOME-SEED FUND	218.63	918.27	.00 (918.27)	.0
910-48109-00	INTEREST INCOME-ACTION FUND	3,909.35	36,015.37	.00 (36,015.37)	.0
910-48601-00	MISC INCOME	.00	33.51	.00 (33.51)	.0
910-48605-00	RENTAL INCOME-CROP LEASES	.00	15,876.00	.00 (15,876.00)	.0
910-48680-00	ADMINISTRATION FEE-LOANS	.00	13,305.00	.00 (13,305.00)	.0
<hr/>					
	TOTAL MISCELLANEOUS REVENUE	4,287.80	67,483.99	.00 (67,483.99)	.0
<hr/>					
	TOTAL FUND REVENUE	4,866.05	84,634.90	.00 (84,634.90)	.0

CITY OF WHITEWATER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2023

Item 2.

CDA PROGRAMS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>CDA PROGRAMS</u>					
910-56500-212 LEGAL/PROFESSIONAL/MARKETING	.00	(4,316.00)	.00	4,316.00	.0
910-56500-219 PROFESSIONAL SERVICES	.00	14,030.24	.00	(14,030.24)	.0
910-56500-408 RENTAL EXPENSES	.00	760.00	.00	(760.00)	.0
TOTAL CDA PROGRAMS	.00	10,474.24	.00	(10,474.24)	.0
TOTAL FUND EXPENDITURES	.00	10,474.24	.00	(10,474.24)	.0
NET REVENUE OVER EXPENDITURES	4,866.05	74,160.66	.00	(74,160.66)	.0

910.11600 HOUSING RLF / XXX553	Total Deposit	Debit	910-11600	-	
HO# 1 Payment	Principal	Credit	910-14027		
HO# 11 Payoff	Principal	Credit	910-14037		
910.11800 ACTION-BUSINESS DEV / XXX	Total Deposit	Credit	910-11800	4,219.32	
PAUQUETTE CENTER LOAN RECV	Principal	Debit	910-13500	(1,289.52)	09/05/2023 ACH PAYMENT
ACTION-SWSPOT/GILDEMEISTER 54K	Principal	Credit	910-13510	(601.08)	09/22/2023 ACH PAYMENT
INT INC-ACTION-SWSPOT/GILDE	Interest	Credit	910-46010-00	(157.67)	09/22/2023 ACH PAYMENT
ACTION-SAFEPRO TECH \$100K	Principal	Credit	910-13509	(1,127.10)	09/11/2023 ACH PAYMENT
INT INC-ACTION-SAFEPRO \$100K	Interest	Credit	910-46008-00	(345.90)	09/11/2023 ACH PAYMENT
ACTION-LEARNING DEPOT \$41,294	Principal	Credit	910-13501	(623.37)	09/01/2023 ACH PAYMENT
INT INC-ACTION-LRN DEPOT \$41K	Interest	Credit	910-46001-00	(74.68)	09/01/2023 ACH PAYMENT
910.11900-CAP CATALYST-ASSOC. BANK	Total Deposit	Credit	910-11900	-	
FACADE-BOWERS HOUSE LLC \$50K	Principal	Credit	910-16008		
FACADE INT-BOWER'S HOUSE \$50K	Interest	Credit	910-44005-00		
PROFESSIONAL SERVICES			910-56500-219		
LEGAL/PROFESSIONAL/MARKETING			910-56500-212		
ACTION-BUS DEV-BUS PARK-XXX127			910-11800	-	
LAND			910-18350		
LAND			910-18350		
ACTION-LAND PURCHASE-XXX127			910-11801	-	

**CITY OF WHITEWATER
BALANCE SHEET
SEPTEMBER 30, 2023**

CDA PROGRAMS FUND

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>LIABILITIES</u>				
910-22000 ACCUM DEPREC-BUILDING	1,461,118.56	.00	.00	1,461,118.56
910-25100 DUE TO GENERAL FUND	3,698.00	.00 (	3,698.00)	.00
910-26101 DEF REVENUE-FD 610-CDBG	851,866.00	.00	.00	851,866.00
TOTAL LIABILITIES	2,316,682.56	.00 (	3,698.00)	2,312,984.56
<u>FUND EQUITY</u>				
910-30110 CONTRIBUTED CAPITAL	456,815.37	.00	.00	456,815.37
910-34300 PROPRIETARY CAPITAL	6,481,055.26	.00	.00	6,481,055.26
910-34400 RESERVE FOR LAND PURCHASES	238,031.94	.00	.00	238,031.94
UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	.00	4,866.05	74,160.66	74,160.66
BALANCE - CURRENT DATE	.00	4,866.05	74,160.66	74,160.66
TOTAL FUND EQUITY	7,175,902.57	4,866.05	74,160.66	7,250,063.23
TOTAL LIABILITIES AND EQUITY	9,492,585.13	4,866.05	70,462.66	9,563,047.79

**CITY OF WHITEWATER
BALANCE SHEET
SEPTEMBER 30, 2023**

CDA PROGRAMS FUND

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>ASSETS</u>				
910-11600 CDBG-HOUSING CHK-1CSB XXX450	13,790.70	58.80	491.47	14,282.17
910-11702 FACADE CKING-1ST CIT- XXX442	23,693.95	101.02	844.37	24,538.32
910-11800 ACTION-BUS DEV-BUS PARK-XXX127	261,460.54	8,128.67	148,088.30	409,548.84
910-11801 ACTION-LAND PURCHASE-XXX127	702,295.93	.00 (	161,068.00)	541,227.93
910-11900 CAP CAT-ASSOC BK XXXXX3734	9,134.66	218.63	109,304.15	118,438.81
910-13500 PAUQUETTE CENTER LOAN RECV	127,371.52 (	1,289.52) (	11,605.68)	115,765.84
910-13501 ACTION-LEARNING DEPOT \$41,294	27,317.14 (	623.37) (	5,536.36)	21,780.78
910-13503 ACTION-BIKEWISE-\$23,099	4,716.24	.00 (	4,716.24)	.00
910-13504 ACTION-MEEPER TECH-\$97,907	81,791.63	.00 (	81,791.63)	.00
910-13505 ACTION-MEEPER-\$82,310	71,814.49	.00 (	71,814.49)	.00
910-13506 ACTION-BLUE LINE \$34,520	25,975.45	.00 (	25,975.45)	.00
910-13507 ACTION-BLUE LINE \$45,457	35,039.56	.00 (	35,039.56)	.00
910-13508 ACTION-FINE FOOD ARTS \$31,810	30,000.00	.00	.00	30,000.00
910-13509 ACTION-SAFEPRO TECH \$100K	100,000.00 (	1,127.10)	2,621.20	102,621.20
910-13510 ACTION-SWSPOT/GILDEMEISTER 54K	54,000.00 (	601.08) (	7,299.54)	46,700.46
910-13999 ACTION LOAN-LOAN LOSS RESERVE	(153,606.12)	.00	153,606.12	.00
910-14000 CDBG HOUSING-MO301	8,220.00	.00	.00	8,220.00
910-14001 CDBG HOUSING-A8416	10,203.84	.00	.00	10,203.84
910-14003 CDBG HOUSING-B935	18,420.02	.00	.00	18,420.02
910-14006 CDBG HOUSING-C932	8,062.00	.00	.00	8,062.00
910-14009 CDBG HOUSING-J8802	10,818.00	.00	.00	10,818.00
910-14011 CDBG HOUSING-M8501	11,000.90	.00	.00	11,000.90
910-14013 CDBG HOUSING-P954	11,000.00	.00	.00	11,000.00
910-14016 CDBG HOUSING-V902	12,504.15	.00	.00	12,504.15
910-14025 CDBG HOUSING-M0801	18,422.00	.00	.00	18,422.00
910-14026 CDBG HOUSING-B0803-0901	34,448.00	.00	.00	34,448.00
910-14030 CDBG HOUSING-HO#13-2016	8,000.00	.00	.00	8,000.00
910-14031 CDBG HOUSING-HO#4	37,795.00	.00	.00	37,795.00
910-14038 CDBG HOUSING-HO#14	18,000.00	.00	.00	18,000.00
910-14039 CDBG HOUSING-HO#15	36,815.00	.00	.00	36,815.00
910-14040 CDBG HOUSING-HO#18	4,235.00	.00	.00	4,235.00
910-15000 CAP CAT-SLIPSTREAM-\$102,500	102,500.00	.00	.00	102,500.00
910-15003 CAP CAT-SLIPSTREAM-\$42,000	42,000.00	.00	.00	42,000.00
910-15004 CAP CAT-MEEPER TECH-\$102,000	102,000.00	.00 (	102,000.00)	.00
910-15006 CAP CAT- ROYAL-INVENT-27.5K	27,500.00	.00	.00	27,500.00
910-15011 CAP CAT-ROYAL-SCANALYTICS-95K	97,500.00	.00	.00	97,500.00
910-15012 CAP CAT-ROYAL-INVENTALATOR-75K	77,500.00	.00	.00	77,500.00
910-15015 CAP CAT-BLUELINE BATT-\$64,614	64,614.00	.00 (	64,614.00)	.00
910-15017 CAP CAT-BLUELINE BATT \$36,600	36,600.00	.00 (	36,600.00)	.00
910-15018 CAP CAT-RECRUITCHUTE \$51,050	51,050.00	.00	.00	51,050.00
910-15999 CAP CAT-LOAN LOSS RESERVE	(102,000.00)	.00	102,000.00	.00
910-16008 FACADE-BOWERS HOUSE LLC \$50K	75,000.00	.00	.00	75,000.00
910-17002 UDAG-SLIPSTREAM-LOC	12,500.00	.00	.00	12,500.00
910-17999 UDAG-LOAN LOSS RESERVE	(12,500.00)	.00	.00 (	12,500.00)
910-18103 LOAN DUE FROM FD 610-CDBG	851,866.00	.00	.00	851,866.00
910-18350 LAND	275,171.53	.00	161,568.00	436,739.53
910-18360 REAL ESTATE	6,128,544.00	.00	.00	6,128,544.00
TOTAL ASSETS	9,492,585.13	4,866.05	70,462.66	9,563,047.79

LIABILITIES AND EQUITY

ACTION FUND		ORIGINAL	08/31/2023		09/30/2023		Principal Pymts		
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	BALANCE	To Date	Written Off	NOTES
910-13500	PAUQUETTE CENTER LOAN REC V	\$158,320.00	\$117,055.36	1,289.52	0.00	\$115,765.84	\$42,554.16		Current
910-13501	ACTION-LEARNING DEPOT \$41,294	\$41,294.63	\$22,404.15	623.37	74.68	\$21,780.78	\$19,513.85		Current
910-13508	ACTION-FINE FOOD ARTS \$31,810	\$30,000.00	\$30,000.00	0.00	0.00	\$30,000.00	\$0.00		First pymt due 12/15/2022-Certified Demand Letter Sent 12/01/2
910-13509	ACTION-SAFEPRO TECH \$100K	\$104,360.00	\$103,748.30	1,127.10	345.90	\$102,621.20	\$1,738.80		On 08/10/2023 paid all past due amounts, authorized monthly withdrawals for all future loan paymtns
910-13510	ACTION-SWSPOT/GILDEMEISTER 54K	\$54,000.00	\$47,301.54	601.08	157.67	\$46,700.46	\$7,299.54		On 08/10/2023 paid all past due amounts, authorized monthly withdrawals for all future loan paymtns
910-17002	UDAG-SLIPSTREAM-LOC	\$12,500.00	\$12,500.00	0.00	0.00	\$12,500.00	\$0.00		In Default/Strive On-Still in Business
910-13503	ACTION-BIKewise-\$23,099	\$23,099.36	\$0.00	0.00	0.00	\$0.00	\$23,099.36		Paid Off
910-13504	ACTION-MEEPER TECH-\$97,907	\$97,907.69	\$0.00	0.00	0.00	\$0.00	\$16,116.06	\$81,791.63	Written off in Default 03/31/2023
910-13505	ACTION-MEEPER-\$82,310	\$82,310.00	\$0.00	0.00	0.00	\$0.00	\$10,495.51	\$71,814.49	Written off in Default 03/31/2023
910-13506	ACTION-BLUE LINE \$34,520	\$34,520.75	\$0.00	0.00	0.00	\$0.00	\$34,520.75		Paid off April 2023
910-13507	ACTION-BLUE LINE \$45,457	\$45,457.82	\$0.00	0.00	0.00	\$0.00	\$45,457.82		Paid off April 2023
TOTALS		\$683,770.25	\$333,009.35	\$3,641.07	\$578.25	\$329,368.28	\$200,795.85	\$153,606.12	
910-13999	ACTION LOAN-LOAN LOSS RESERVE		\$0.00	0.00	0.00	\$0.00			
910-17999	UDAG-LOAN LOSS RESERVE		(\$12,500.00)	0.00	0.00	(\$12,500.00)			

FAÇADE LOAN		ORIGINAL	08/31/2023		09/30/2023		Principle Pymts		
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	BALANCE	To Date	Written Off	NOTES
910-16008	FAÇADE-BOWERS HOUSE LLC \$50K	75,000.00	75,000.00	-	-	75,000.00	\$0.00		New loan April 2022/first payment due 04/11/2024
TOTALS		\$ 75,000.00	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00			

CAPITAL CATALYST		ORIGINAL	08/31/2023		09/30/2023		Payments	Amount	
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	BALANCE	To Date	Written Off	NOTES
910-15000	CAP CAT-SLIPSTREAM-\$102,500	\$102,500.00	\$102,500.00	0.00	0.00	\$102,500.00	\$6,275.00		interest only-last payment received 10/31/2016
910-15003	CAP CAT-SLIPSTREAM-\$42,000	\$42,000.00	\$42,000.00	0.00	0.00	\$42,000.00	\$0.00		annual net revenue royalty-no payments have been received.
910-15006	CAP CAT- ROYAL-INVENT-27.5K	\$27,500.00	\$27,500.00	0.00	0.00	\$27,500.00	\$500.00		annual net revenue royalty-only payment rec'd 08/26/2020
910-15011	CAP CAT-ROYAL-SCANALYTICS-95K	\$97,500.00	\$97,500.00	0.00	0.00	\$97,500.00	\$8,125.27		annual net revenue royalty-only payment rec'd 04/02/2019
910-15012	CAP CAT-ROYAL-INVENTALATOR-75K	\$77,500.00	\$77,500.00	0.00	0.00	\$77,500.00	\$1,386.77		First payment received -last payment rec'd 08/26/2020
910-15018	CAP CAT-RECRUITCHUTE \$51,050	\$51,050.00	\$51,050.00	0.00	0.00	\$51,050.00	\$0.00		annual net revenue royalty-no payments have been received.
910-15004	CAP CAT-MEEPER TECH-\$102,000	\$102,000.00	\$102,000.00	0.00	0.00	\$0.00	\$0.00	\$102,000.00	Written off in Default 04/30/2023
910-15015	CAP CAT-BLUELINE BATT-\$64,614	\$64,614.00	\$64,614.00	0.00	0.00	\$0.00	\$64,614.00		Paid off April 2023
910-15017	CAP CAT-BLUELINE BATT \$36,600	\$36,600.00	\$36,600.00	0.00	0.00	\$0.00	\$36,600.00		Paid off April 2023
TOTALS		\$601,264.00	\$601,264.00	\$0.00	\$0.00	\$398,050.00	\$117,501.04	\$102,000.00	
910-15999	CAP CAT-LOAN LOSS RESERVE		\$0.00						


HOUSING		ORIGINAL	08/31/2023		09/30/2023	
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	BALANCE
910-14000	CDBG HOUSING-MO301	\$8,220.00	\$8,220.00	0.00	0.00	\$8,220.00
910-14001	CDBG HOUSING-A8416	\$10,203.84	\$10,203.84	0.00	0.00	\$10,203.84
910-14003	CDBG HOUSING-B935	\$18,420.02	\$18,420.02	0.00	0.00	\$18,420.02
910-14006	CDBG HOUSING-C932	\$8,062.00	\$8,062.00	0.00	0.00	\$8,062.00
910-14009	CDBG HOUSING-J8802	\$10,818.00	\$10,818.00	0.00	0.00	\$10,818.00
910-14011	CDBG HOUSING-M8501	\$11,000.90	\$11,000.90	0.00	0.00	\$11,000.90
910-14013	CDBG HOUSING-P954	\$11,000.00	\$11,000.00	0.00	0.00	\$11,000.00
910-14016	CDBG HOUSING-V902	\$12,504.15	\$12,504.15	0.00	0.00	\$12,504.15
910-14025	CDBG HOUSING-M0801	\$18,422.00	\$18,422.00	0.00	0.00	\$18,422.00
910-14026	CDBG HOUSING-B0803-0901	\$34,448.00	\$34,448.00	0.00	0.00	\$34,448.00
910-14030	CDBG HOUSING-HO#13-2016	\$8,000.00	\$8,000.00	0.00	0.00	\$8,000.00
910-14031	CDBG HOUSING-HO#4	\$37,795.00	\$37,795.00	0.00	0.00	\$37,795.00
910-14038	CDBG HOUSING-HO#14	\$14,671.00	\$18,000.00	0.00	0.00	\$18,000.00
910-14039	CDBG HOUSING-HO#15	\$21,090.00	\$36,815.00	0.00	0.00	\$36,815.00
910-14040	CDBG HOUSING-HO#18	\$4,235.00	\$4,235.00	0.00	0.00	\$4,235.00
TOTALS		\$228,889.91	\$247,943.91	\$0.00	\$0.00	\$247,943.91
910-14999	CDBG HOUSING-LOAN LOSS RESERVE		\$0.00			
910-35000	GENERAL LOAN LOSS RESERVE		\$0.00			

Account Name	CDA Operating	Action Bus Dev (UDAG) Checking	Façade Checking	CDBG Housing	Capital Cat Checking
Fund Account Number	Fund 900	Fund 910 xxx-127	Fund 910 xxx-442	Fund 910 xxx-450	Fund 910 xxxxxx3734
Bank	1st Citizens	1st Citizens	1st Citizens	1st Citizens	Associated
Interest Rate	5.07%	5.07%	5.07%	5.07%	2.27%
GL Account Number(s)	900-11100	910-11800 910-11801 910-11806	910-11702	910-11600	910-11900
GL Balance as of:					
10/31/2022	70,610.54	941,037.42	48,570.01	13,720.48	1,110.04
11/30/2022	51,923.25	956,241.31	23,627.48	13,752.01	9,132.72
12/31/2022	47,001.45	963,756.47	23,693.95	13,790.70	9,134.66
01/31/2023	36,477.13	960,234.63	23,776.15	13,838.54	9,136.60
02/28/2023	26,218.59	966,150.05	23,852.75	13,883.13	9,138.35
03/31/2023	20,101.00	987,360.80	23,943.44	13,935.92	9,140.29
04/30/2023	9,695.75	1,052,763.81	24,027.83	13,985.04	117,528.05
05/31/2023	88,433.28	1,059,350.30	24,130.92	14,045.04	117,552.26
06/30/2023	82,873.78	1,065,628.09	24,229.18	14,102.23	117,769.65
07/31/2023	70,159.37	1,071,450.27	24,333.55	14,162.98	117,994.70
08/31/2023	67,781.58	942,648.10	24,437.30	14,223.37	118,220.18
09/30/2023	105,901.75	950,776.77	24,538.32	14,282.17	118,438.81
Outstanding items					
Current Bank Balance	105,901.75	950,776.77	24,538.32	14,282.17	118,438.81
Difference:	0.00	0.00	0.00	0.00	0.00

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

September 2023 Interest Income

ACTION-BUS DEV-BUS PARK-XXX127	910-11800	3,909.35	September 2023 Interest Income
FACADE CKING-1ST CIT- XXX442	910-11702	101.02	September 2023 Interest Income
CDBG-HOUSING CHK-1CSB XXX450	910-11600	58.80	September 2023 Interest Income
CAP CAT-ASSOC BK XXXXX3734	910-11900	218.63	September 2023 Interest Income
INTEREST INCOME-ACTION FUND	910-48109-00	(3,909.35)	September 2023 Interest Income
INTEREST INCOME-FACADE	910-48103-00	(101.02)	September 2023 Interest Income
INTEREST INCOME-HOUSING	910-48104-00	(58.80)	September 2023 Interest Income
INTEREST INCOME-SEED FUND	910-48108-00	(218.63)	September 2023 Interest Income

	<h2>CDA Agenda Item</h2>
<p>Meeting Date:</p>	<p>10-19-2023</p>
<p>Agenda Item:</p>	<p>Discussion and possible action regarding acceptance of proposed Real Estate Listing Contract for brokerage services for sale of City-owned properties.</p>
<p>Staff Contact (name, email, phone):</p>	<p>Bonnie Miller, CDA Administrative Assistant bmiller@whitewater-wi.gov 262-473-0149</p>

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

Existing Listing Contract with Twelve2 Commercial Group expires 10-31-2023.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS
(Dates, committees, action taken)

Legacy Realty Group and Anderson Commercial Group submitted proposed contracts and appeared before the Board at the 09/21/2023 CDA meeting.

FINANCIAL IMPACT
(If none, state N/A)

STAFF RECOMMENDATION

Approve Real Estate Listing Contract with effective dated of November 1, 2023.

ATTACHMENT(S) INCLUDED

Legacy Realty Group – Proposed Contract.
 Anderson Commercial Group – Proposed Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

26 ■ **UTILITY CONNECTIONS:** Seller represents that the locations of the following utility connections are as follows:
27 (e.g. at the lot line, on the property, across the street, unknown, unavailable, etc.): electricity _____
28 _____; gas _____; municipal sewer _____;
29 municipal water _____; telephone _____;
30 cable _____; other _____

31 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
32 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 5-7 during the term
33 of this Listing. The marketing may include: MLS, internet, social media, etc.
34 _____ . The Firm and its agents may advertise the following
35 special financing and incentives offered by Seller: _____
36 _____ . Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See

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

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

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

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

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

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

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

- 52 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
- 53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
 - 54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
 - 55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
 - 56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

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

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

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

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

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

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

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

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

84 **DISCLOSURE TO CLIENTS**

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

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

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

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

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

112 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

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

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

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

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

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

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

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

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

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

141 **SUBAGENCY**

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

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

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

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

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

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

163 **CONFIDENTIAL INFORMATION:** _____
164

165 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): _____
166

167 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
168 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
169 subagents (other firms engaged by the Firm - see lines 141-145) and firms representing buyers. Cooperation includes
170 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
171 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to
172 attend showings, and the specific terms of offers which should not be submitted to Seller: _____
173

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

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

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

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

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

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

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

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

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

225 **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

257 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the term
 258 of this Listing;

259 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
 260 terms upon which the buyer might acquire an interest in the Property; or

261 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
 262 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
 263 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines
 264 196-204) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:

265 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
 266 individuals in the Listing; or,

267 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm
 268 or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

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

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

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

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

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

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

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

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

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

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

298 Seller: (_____) Firm: (_____)

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

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

305 Delivery address for Seller: _____

306 Delivery address for Firm: _____

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

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

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

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

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

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

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

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

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

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

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

334 City of Whitewater
335 Seller Entity Name (if any) Print Name ▲ _____

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

339 Legacy Realty Group, LLC
340 Firm Name ▲ _____

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

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

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

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

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

7
8 ■ **NOT INCLUDED IN LIST PRICE:** None

9
10 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**
11 **lessor. (See lines 239-244).**

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

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

16
17 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) STRIKE ONE
18 has been assessed as agricultural property under use value law.

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

20
21 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is subject
22 to the following special zoning, land use, development restrictions or other conditions affecting the Property:
23 None

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

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

26 ■ **UTILITY CONNECTIONS:** Seller represents that the locations of the following utility connections are as follows:
27 (e.g. at the lot line, on the property, across the street, unknown, unavailable, etc.): electricity unknown
28 _____; gas unknown; municipal sewer unknown;
29 municipal water unknown; telephone unknown;
30 cable _____; other _____

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

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

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

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

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

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

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

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

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

- 51
52 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at, or above,
58 the list price and on substantially the same terms set forth in this Listing and the current WB-13 Vacant Land Offer
59 to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer
60 submitting the written offer has the ability to complete the buyer's obligations under the written offer.
61 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys,
62 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by
63 divorce judgment.

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

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

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

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

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

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

84 **DISCLOSURE TO CLIENTS**

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

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

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

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

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

112 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

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

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

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

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

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

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

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

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

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

141 **SUBAGENCY**

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

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

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

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

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

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

163 **CONFIDENTIAL INFORMATION:** _____
164 _____

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

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

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

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

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

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

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

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

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

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

225 **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

298 Seller: (_____) Firm: (_____)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

334 City of Whitewater and/or assigns
335 Seller Entity Name (if any) Print Name ▲

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

339 Anderson Commercial Group, LLC
340 Firm Name ▲

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

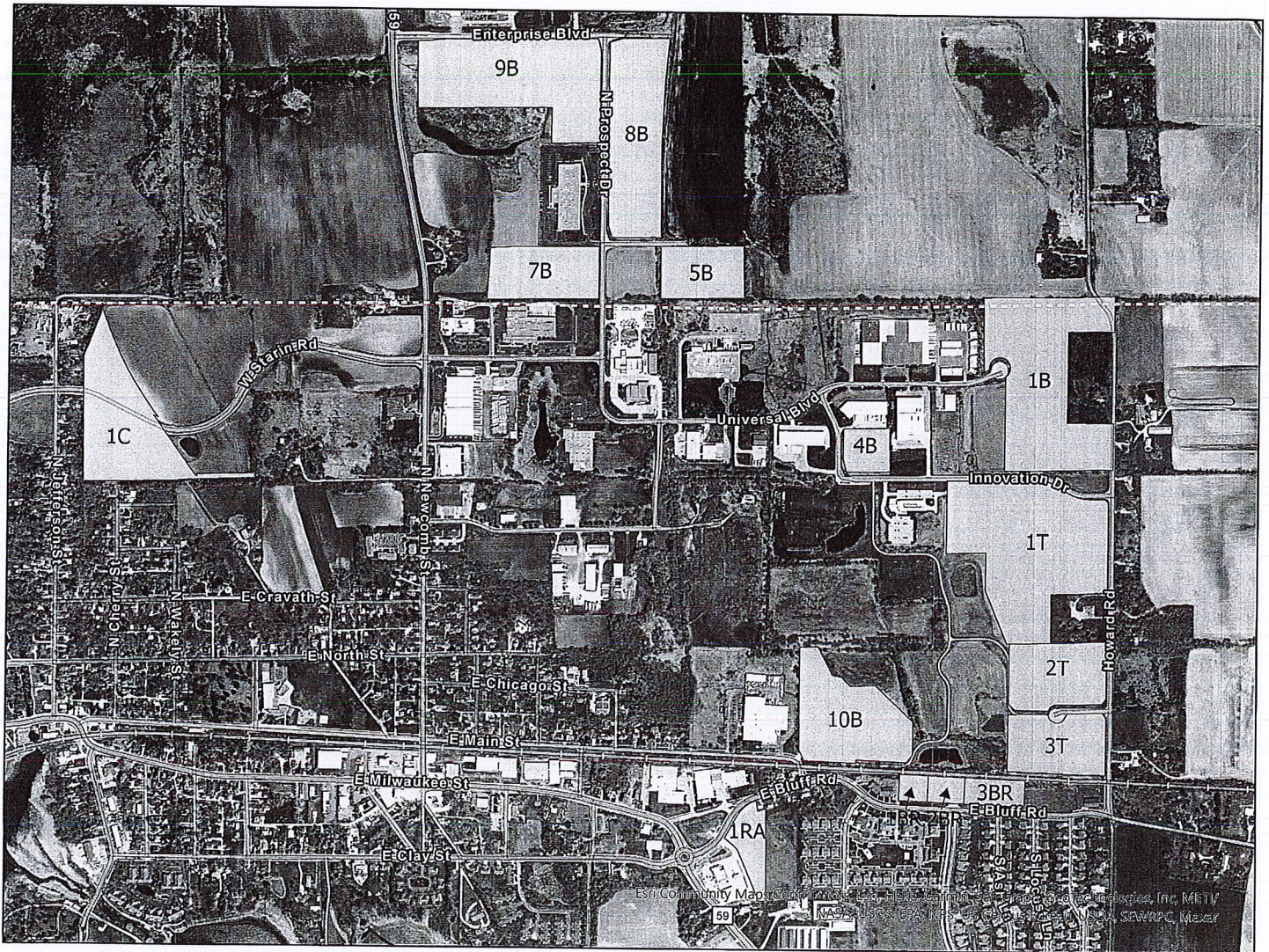
Addendum A to WB-3 Vacant Land Listing Contract - Exclusive Right to Sell

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

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

EXHIBIT A
TO COMMERCIAL LISTING CONTRACT
CITY OF WHITEWATER, WISCONSIN

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



Community Development Authority of the City of Whitewater



Rules of Procedure



EST. 1972

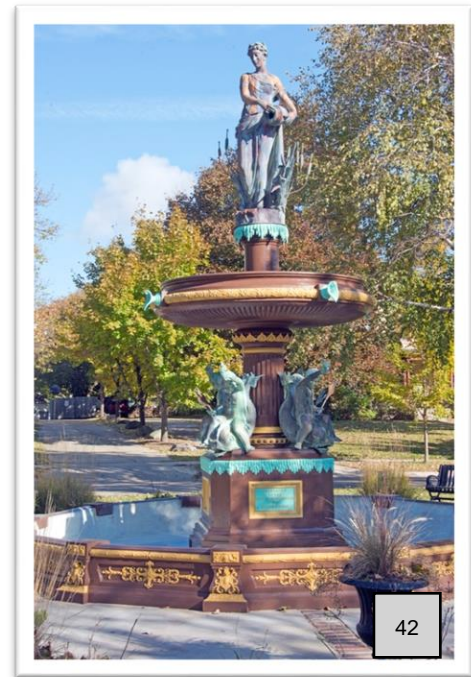
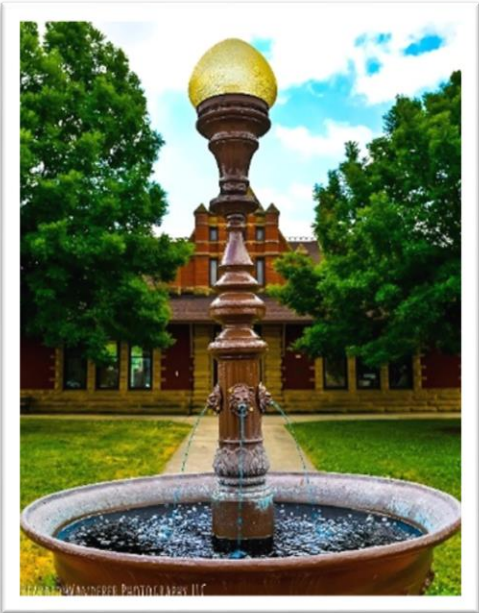


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1. OVERVIEW OF COMMUNITY ECONOMIC DEVELOPMENT

Community Economic Development (CED) or Local Economic Development (LED) is a community-driven process where communities identify and initiate their solutions to economic, social, and environmental issues to build healthy, economically viable communities. CED contains principles and goals based on a grassroots approach. This deliberate approach has a direct influence on the local economy and quality of life for its residents.

The CED process is committed to longitudinal methods that support the community. To be successful a Community Development Authority must be supported by key community leaders, social groups, organizations, its residents, and institutions that are committed to investing in the community for positive city-wide changes for the benefit of the entire community. Success depends on many things: people willing to get involved, knowledge and skill of the leaders, motivated and effective community and political leadership, community spirit, community culture, and entrepreneurial/community vitality and ingenuity.

2. WHITEWATER CDA MISSION

The Whitewater CDA is devoted to growing and sustaining our city's vibrant economy and providing an outstanding quality of life for its residences. We are dedicated to supporting the lifestyle needs, ideas, trends, and integrity of our 21-century community, workforce, and businesses through first-class assistance from the Whitewater CDA. The CDA is committed to maintaining an economically healthy community for its residents, and businesses while taking a steadfast approach to building an economically healthy community for its residents, and businesses while maintaining a steadfast focus on the quality of life for our citizens. The CDA focuses on quality business recruitment, retention, expansion, and housing.

3. POLICY STATEMENT

It is the policy of the Community Development Authority of the City of Whitewater (Whitewater CDA and/or CDA) to promote business sustainability and growth, housing and community development, and increased tax base throughout the entire City of Whitewater. In addition, the CDA is responsible for: providing and retaining gainful employment opportunities for citizens of the City and its region; quality attainable housing; and stimulating the flow of investment capital into the City. Further, the CDA and Common Council work together for the creation and management of Tax Incremental Districts, the general economic health of the city by preventing and eliminating blight, substandard, and deteriorated areas and properties through the utilization of all means appropriate. This encourages well-planned, integrated, stable, safe, and healthful neighborhoods, the provision of healthful homes, a decent living environment, and adequate places of employment for the people of the City of Whitewater and the region.

4. CREATION BY CHARTER ORDINANCE

In July 1983, the City of Whitewater, pursuant to §66.4325 of the Wisconsin Statutes (entitled, "Housing and Community Development Authorities"), created a housing and community authority, which is known as the "Community Development Authority of the City of Whitewater" (Whitewater CDA). The Whitewater CDA is deemed to be a separate body politic as outlined in §66.4325, Wisconsin Statutes, and may act as an agent of the city in exercising necessary public powers and having all the powers, duties, and functions conferred on housing authorities, redevelopment authorities, and housing and community development authorities by applicable law. (Whitewater, 1983) (Appendix A)

5. DEFINITION

By Wisconsin Statute §66.1335 the Community Development Authority of the City of Whitewater is a separate body politic for the purpose of carrying out blight elimination, slum clearance, urban renewal programs and projects, and housing projects. The city Ordinance creating the Housing and Community Development Authority also gives the Whitewater CDA authority to act as the agent of the city in planning and carrying out community development programs and activities approved by the City Manager and Common Council. The Community Development Authority of the City of Whitewater is authorized under the Federal Housing and Community Development Act of 1974 as an agent to perform all acts, except the development of the general plan of the city, which may be otherwise performed by the planning commission under Wisconsin Statutes §66.1105 (entitled, "Tax increment law"), §66.1301 (entitled, "Urban redevelopment") to §66.1329 (entitled, "Urban redevelopment; enforcement of duties"), §66.1331 (entitled, "Blighted area law") or §66.1337 (entitled, "Urban renewal"). (Legislature)

6. GENERAL RULES BY STATUTE, ORDINANCE, OR RESOLUTION

The Whitewater CDA shall be governed and controlled by: Statutes of the State of Wisconsin, and as the same may hereafter be amended; all ordinances of the City of Whitewater as they relate to the Whitewater CDA, and as such ordinances may hereafter be amended and adopted; and by the By-Laws and Rules of Procedure set forth herein. All provisions of the Wisconsin Statutes, ordinances, or resolutions of the City of Whitewater as may be enacted from time to time, shall take precedence over these By-Laws and Rules of Procedure.

7. WHITEWATER CDA GOVERNANCE

The Whitewater CDA is governed by a Board of Commissioners, for the economic benefit, and economic health of the entire City of Whitewater, its residents, and businesses. The Whitewater CDA is a separate body politic that operates at its discretion, except by statutory authority or identified matters that shall receive approval from the Common Council. The

Whitewater CDA was created at the behest of the Common Council and operates for the welfare and benefit of the entire city.

8. WHITEWATER CDA POWERS, PURPOSE, DUTIES, AND AUTHORITY

POWERS. The Whitewater CDA shall have all powers, duties, and functions set out in Wis. Stat. §66.1201 (entitled “Housing authorities”) and §66.13333 (entitled “Blight elimination and slum clearance”) of the Wisconsin Statutes for housing and redevelopment authorities. As to all housing projects initiated by the Whitewater CDA, it shall proceed under §§66.1105 (entitled “Tax increment law”), 66.1301 (entitled “Urban redevelopment”) to 66.1329 (entitled “Urban redevelopment; enforcement of duties”), 66.1331 (entitled “Blighted area law”), 66.1333 (entitled “Blight elimination and slum clearance”) or 66.1337 (entitled “Urban renewal”) as determined appropriate by the Common Council on a project by project basis.

As to all Whitewater CDA programs and activities that are undertaken by the city under the Federal Housing and Community Development Act of 1974, the Whitewater CDA shall proceed under all applicable laws and ordinances not inconsistent with the laws of the State of Wisconsin. In addition, the Whitewater CDA shall act as agent of the City of Whitewater to perform all acts, except the development of the general plan of the city, which may otherwise be performed by the planning commission. Wisconsin Statutes §§66.1105 (entitled, “Tax increment law”), 66.1301 (entitled, “Urban redevelopment”) to 66.1329 (entitled, “Urban redevelopment; enforcement of duties”), 66.1331 (entitled, “Blighted area law”) or 66.1337 (entitled, “Urban renewal”). (Legislature).

PURPOSE. The Whitewater CDA is a municipal entity that strategizes to implement local initiatives and trends, address community topics and concerns, and pursue opportunities that support community-wide prosperity. We encourage residents, organizations, stakeholders, and the community to work together towards common goals. Our key functions are to support initiatives that foster affordable housing, household stability, entrepreneurship, innovation, business attraction, retention, and expansion, reinforce our vision, commit to our values, and carry out our mission.

DUTIES. The CDA shall exercise all powers conferred and perform all duties imposed by state statute, policies and/or local ordinances of the City of Whitewater. Further duties are to facilitate borrowing for infrastructure and acquisition costs related to redevelopment projects in the Tax Incremental Finance (TIF) Districts as well as reviewing and providing direction on specific redevelopment proposals in these areas. The CDA has the authority to sell and refinance debt relating to TIF Districts utilizing the issuance and sale of bonds.

AUTHORITY. The Whitewater CDA has the authority of Wisconsin Statute §66.1335. In addition to its statutory powers, the Whitewater CDA with Common Council approval is authorized, within the limits of funds available, and Common Council approval for such purposes, but are not limited, to:

1. Acquire land, buildings, or equipment.
2. Sell, lease, encumber, or retain and manage property acquired.

3. Issue bonds, incur debt, invest funds.
4. Hire third-party consultants.
5. Expenditure of funds over \$10,000 and expenditure of any funds not designated in a CDA account to follow city procurement process.
6. Exercise of eminent domain.
7. Amend, delete, or add to By-Laws and Rules of Procedures.
8. Prepare CDA budget for recommendation to Common Council.
9. Provide recommendations for inclusion in the City of Whitewater Comprehensive Plan and provide revisions.
10. Provide recommendations on redevelopment, and planning, and zoning.
11. Evaluate and prepare Tax Incremental District(s) (TID) project plans and financial projections. Prepare annual report of projections of TID expenditures, revenues, and other TID-related CDA programs or initiatives.
12. Prepare and implement Tax Increment District (TID) financial management guidelines.
13. Preparation and implementation of redevelopment assistance criteria, including the recommendation of developer agreements for specific projects.
14. Preparation and administration of the business and developer recruitment and retention assistance activities, as well as CDA-approved programs.
15. Act as City of Whitewater's Housing Authority.
16. The Whitewater CDA is a separate body-politic, which is integrated into the city's departmental structure. The CDA may call upon departmental support, board, commission, or agency of the City for assistance and cooperation in the performance of the Whitewater CDA's duties and functions. All-City departments, boards, commissions, and agencies are hereby authorized and directed to cooperate with and furnish assistance to the Whitewater CDA in the performance of the CDA's duties and functions.
17. Work with business, education, government, labor, and citizens to:
 - a. Retain and expand existing business and commercial enterprises within the City.
 - b. Recruit new businesses and encourage the expansion and diversification of business and commercial enterprises within the City to expand local employment opportunities and the tax base.
 - c. Foster and facilitate economic development activities through cooperative efforts with area organizations, adjoining municipalities, the county, and the state.
 - d. Assist new and existing businesses through programs and resources which facilitate quality growth and development within the City.
 - e. Publicize and promote the business, employment, residential, educational, and recreational opportunities available in the City.
 - f. Foster, develop, and enhance a sense of community, a positive community image, and civic pride.
18. The Community Development Authority has the power to purchase and sell property with the consent of the City Council. With consent, the chair (or the chair's designee) shall have the power to sign all documents required for the purchase and sale of such property.
19. Prepare and periodically update an economic development plan and development strategy for use by the City Manager and Common Council. In formulating the said plan,

- the Whitewater CDA shall monitor and evaluate economic conditions in the City, identify economic problem areas, and prioritize any economic solutions identified.
20. Consider alternative approaches to improving economic deficiencies in the City in problem areas identified.
 21. Recommend specific programs and projects to allocate available City resources among the elements of the City's economic development effort.
 22. Recommend items for inclusion in the annual City budget to implement the development strategy adopted by the Common Council.

9. COMMISSIONER APPOINTMENTS, COMPOSITION, OCCURRENCE AND TERM

Pursuant to the City of Whitewater Charter Ordinance No. 5 (Appendix B), the Whitewater CDA is required to follow Wisconsin Statutes which require the composition of seven (7) members to its Board. Members of the Whitewater CDA Board shall consist of seven resident persons having sufficient ability and experience in the fields of urban renewal, community development, and housing, as commissioners of the Whitewater CDA. These persons shall be known as Commissioners of the Whitewater CDA. (Council, Charter Ordinance No. #5, 1983) (Appendix B)

APPOINTMENT. Common Council of the City of Whitewater shall appoint seven (7) “resident persons having sufficient ability and experience in the field of urban renewal, community development, and housing, as commissioner of the CDA (§66.1335 (2)).”

CRITERIA FOR THE APPOINTMENT. When considering applicants for appointment to the Whitewater CDA, the City manager will consult with the CDA Executive Director looking at a variety of factors that includes, but is not limited to the following:

1. **Availability:** Regular attendance at commission meetings is mandatory. If a commissioner member fails to attend three consecutive regular meetings or fails to attend at least three-fourths of the regular meetings during the preceding 12 months, s/he may be replaced.
2. **Training:** Economic Development 101 training for economic development commissioners. Commissioners must attend this course sometime within their first 6 months after appointment.
3. **Several Previous Terms (Incumbents):** No member of any commission (non-council member) can serve for more than one consecutive four (4) year term. If an applicant has fulfilled their first consecutive term, s/he must have been off said commission for one four (4) term before reapplying for an appointment. (§66.1335 (2b)).”
4. **Knowledge and Life Experience:** Relevant life experience, whether personal or professional, can provide added value to the composition of a commission and is often viewed favorably in the selection process.
5. **References:** References are an important resource in helping to identify applicant strengths and weaknesses as part of the selection process
6. **Residency:** The Whitewater CDA requires residence within the municipal limits of the City of Whitewater.

COMPOSITION. Two (2) of the commissioners shall be members of the Common Council and shall serve during their term of office as Council members. Five (5) of the commissioners shall be resident members of the public, and shall serve 4 years or until their successor(s) is appointed and qualifies (§66.1335 (2b)).” ((Council, Charter Ordinance No. #4, 1983) (Amended Charter Ordinance No. #4, 2021)).

OCCURRENCE. Individual commission appointments occur annually, typically at the first Common Council meeting following the Spring Election. However, due to unexpected vacancies or resignations, appointments can occur at any time throughout the year.

TERM. There are seven (7) seats on the Whitewater CDA Board of Commissioners. Two (2) Common Council members shall serve the Whitewater CDA Board, and are appointed annually during Common Council commission appointment. The two Common Council members may only serve during their term of Common Council office. Five (5) non-council members shall serve four (4) years and until their successors are appointed and qualified.

10. COMMISSIONER VACANCIES

VACANCIES. Vacancies on the board are never considered cause to delay program activities. On a seven-member Board, four Commissioners shall constitute a quorum to conduct business. The open seat shall be filled for the unexpired term and appointed during the normal selection period.

The process for filling commission vacancies is as follows:

- Vacancies are announced via the City website, social media, and the official newspaper before any appointment being made.
- A standard application form shall be provided in electronic and hard copy for use by all applicants (including incumbents wishing to be reappointed).
- Once applications are received, they are compiled by the City Clerk and delivered to the City Manager and Common Council President for review.
- The Whitewater CDA president, Executive Director, and City Manager review applications and arrange for face-to-face meetings with applicants. If schedules do not permit a face-to-face meeting, this step can be completed by phone or web conference.
- The Whitewater CDA President, CDA Executive Director, and City manager convene to discuss applicants and select candidates for recommendation to the Common Council. Recommended appointments are placed on the agenda for the next Common Council meeting for approval.
- The Common Council deliberates on the recommended appointments and approves or denies the appointments.
- Individuals who have been successfully appointed to a commission are then contacted by the City Manager’s designee and a date is set for orientation.
- The new commission member attends a commission member orientation as soon as possible following appointment.

11. COMMISSIONER COMPENSATION AND REIMBURSEMENT

The Commissioners shall receive no compensation for their services, but shall be entitled to reimbursement for their actual and necessary expenses, including reasonable local travel expenses incurred in the discharge of their duties.

Commissioners must receive prior approval from the Whitewater CDA Board for their reimbursable activities. Wisconsin Statute §66.1335 (2)(d)

12. COMMISSIONER ROLES

PRESIDING OFFICERS. The presiding officer of the CDA shall be designated as the chairperson and shall be elected annually by the CDA. To act in the absence of the chairperson, the CDA shall elect a vice-chairperson to preside at meetings. The presiding officer shall preside at all meetings of the CDA and shall have the right to vote and make motions; shall rule on matters of procedure, subject to appeal from such rulings by proper motion; shall conduct the meetings in accordance with the rules of the by-laws and appropriate laws, shall have such powers and duties as may be necessary for the conduct of orderly meetings, and such other powers and duties as herein assigned to her/him, or as may be assigned to her/him.

Chairperson and vice-chairperson are voted on by the majority vote of the commissioners at the first meeting in April annually. The Community Development Director shall not be a commissioner of the Whitewater CDA but shall act as its Executive Director (ED).

The Chairperson is granted governance of the following accepted board practices:

- **Facilitator** – The Chairperson must be viewed as a facilitator, rather than a controller, of Board Meetings. He or she begins the meetings on time, directs the Board through the agenda, and attempts to adjourn the meeting on schedule. As the facilitator, the Chairperson/President ensures that all Commissioners have the opportunity for fair participation, attempts to make sure all sides are heard, and moves the Board to act on the issues.
- **Liaison** – The Chairperson must be able to communicate the Board’s needs and concerns to the ED and vice versa. In addition, the Chairperson/President offers personal support and counsel to the ED and acts as his/her sounding board.
- **Team-builder** – The Chairperson/President must foster structure among Commissioners. When this cooperation is endangered, he or she must mediate, counsel, and discipline fellow commissioners to keep the team intact to achieve needed cooperation. The Chairperson must mediate so that all work is directed to the mission of the agency.

VICE-CHAIRPERSON. The Whitewater CDA shall elect a vice-chairperson to act in the absence of the Chairperson and preside at the meeting. The vice-chairperson shall have the right to vote and make motions; shall rule on matters of procedure, subject to appeal from such rulings by proper motion; shall conduct the meetings by these rules; shall have such powers

and duties as may be necessary for the conduct of orderly meetings; and such other powers and duties as assigned to the Chairperson, or as may be assigned to the Chairperson.

In the event of absence of the Chair and Vice-Chair, the longest-tenured Commissioner serving on the Whitewater CDA in attendance shall preside over the meetings.

TREASURER. The Whitewater CDA does not elect to hold a seat for Treasurer. This task is fulfilled by the City Finance Director.

SECRETARY. The Executive Director or designee shall serve the Whitewater CDA as its secretary. These duties include handling agendas, minutes, correspondence, and clerical work of the Whitewater CDA; to keep accurate notes of all matters coming before the Whitewater CDA; to receive and file all communications, applications, requests, and any documents directed to the Whitewater CDA; to mark each document so received with the official filing stamp of the Whitewater CDA; to publish or mail, as the case may be, all notices and advertisements required by law or as directed by the Whitewater CDA; to prepare, post to the City website, and mail when applicable to each member of the Whitewater CDA not later than the Friday before the meeting, a completed board packet. The secretary may utilize such members of the City staff to accomplish these tasks.

Example of roles

OPERATION	BOARD ROLE	EXECUTIVE DIRECTOR ROLE
Day-to-Day Operations	No Role	Makes All Decisions
Budget	Approves	Develops & Recommends
Routine Monthly Expenditures	Monitors	Establishes & Carries Out
Development of Policy	Adopts & Monitors	Recommends & Carries Out
Billing, Credit, & Collections	Monitors	Recommends & Carries Out
Hires, Directs, & Evaluates Staff	Co-Approval	Recommendation to City Manager
Staff Grievances	Report to City Manager	None if pertains to ED, ED if other Staff
Staff Salaries	Co-Approval	Recommendation to City Manager
Evaluating Staff	Evaluates the Executive Director	Recommendation to City Manager

13. RESPONSIBILITIES AND EFFECTIVENESS OF COMMISSIONERS

RESPONSIBILITIES. The areas of responsibility for Commissioners include:

- Making decisions that are in the best interest of the Whitewater CDA, and serving as an advocate and steward for the Whitewater CDA, and City as a whole.
- Setting policy in partnership with Common Council for the operation of the Whitewater CDA. Policies are very important, as they will ensure that the Whitewater CDA is run in an effective, efficient, ethical, and legal manner. These policies will provide direction for the Whitewater CDA, reflect the values of the board, and comply with applicable federal, state, and local laws and regulations.
- Although a Commissioner does not have direct responsibility for the daily income and expenses, they do monitor the financials of the Whitewater CDA by reviewing monthly financial statements and have fiduciary duties to the CDA.

- Setting long and short-range goals with input from the ED and Common Council. These goals will determine the direction for the Whitewater CDA.

EFFECTIVENESS. The areas of effectiveness for Commissioners include:

- Demonstrate knowledge of the purpose, goals, policies, programs, services, financials, and needs of the Whitewater CDA.
- Be Informed: Endeavor to read the packet material provided before each meeting, keep informed on all local, state, and national developments of significance, and arrive at each meeting prepared to conduct CDA business in a meaningful manner.
- Avoid Gossip: Discourage and avoid the spread of gossip, which can undermine the public process, and damage CDA efforts.
- Maintain Confidentiality: Respect and maintain the confidentiality of information that cannot be disclosed (i.e. information from a closed or executive session) by not divulging said information at any time while outside of a closed or executive session. In all ways protect and maintain the security of confidential records.
- Seek No Personal Advantage: Public officials, especially those that are elected or appointed, stand as agents of the public purpose and should conduct themselves in an open, fair, and impartial manner. When it comes to municipal rules, laws, or services, do not seek special treatment for others, such as neighbors, friends, coworkers, employers, or family. Do not use the municipality or any part of a municipal program for personal advantage or for the advantage of others. Strive to live and serve in a manner that is above reproach and avoid the appearance of impropriety.
- Avoid making decisions or judgments based on information received solely from individuals or outside groups.
- Demonstrate knowledge of conducting a board meeting via Roberts Rules and knowledge of the Wisconsin Open Meetings Law (WI. Stat. 19.81-19.98)
- Deal honestly and fairly in all matters related to the Whitewater CDA
- Be an advocate in the entire community for the Whitewater CDA
- Commissioners should never discuss actions, decisions, staff, or any aspect of the Whitewater CDA negatively with outside individuals or groups.
- Refrain from getting involved with the day-to-day operations
- Uphold the Democratic Process: Perform duties with diligence and by the rules of order established by the Common Council, board, commission, or commission conducting business. Recognize that the authority to take formal action to direct or recommend rests with the Common Council or its designated commission in legal session and not with any individual members of said bodies. Public officials may express opposition to an action made by their respective commission(s). However, do not publicly criticize individual commission members or the commission as a whole for said action when the action has been properly presented, voted on, and passed by a majority vote. Ensure that citizen involvement and citizen opinions regarding public policy issues are fully considered.

14. DISCOVERY

DISCOVERY. If the Board discovers something that the Executive Director is doing that they do not like, or if they have received a complaint, they should sit down and discuss this with him/her first. While the Commissioners should be sensitive to the public, they should not allow others to bypass the Executive Director. He/she, not the Commissioners, is ultimately responsible for the daily operations of the Whitewater CDA and should be given a chance to handle the issue at hand. This also pertains to staff issues. It is the responsibility of the Executive Director to oversee the daily operations of the department, to advise on the processes of hiring, terminating, supervising, evaluating, promoting, etc. the staff. All employee complaints, grievances, etc. should be brought to the Executive Director and not the Commissioners to be handled according to the City of Whitewater's established grievance policy.

The Commissioners and the Executive Director work as a team. It is the Board's responsibility to support the Executive Director and it is the Executive Director's responsibility to inform and advise the Board. The Commissioners provide support by providing direction and good policies. The Executive Director has the authority to carry out the Board's plans and is the manager of the operations.

15. COMMISSIONERS SHOULD NOT:

- Hold meetings individually with constituents. If either the staff or clients contact a commissioner, they should be reminded of the chain of command and be encouraged to talk with the Executive Director.
- Make deals on behalf of the Whitewater CDA.
- Contact vendors, contractors, or agents.
- Be a spectator at meetings; participation is required from all who sit on the Board.
- Interfere in the day-to-day operations of the Whitewater CDA.
- Criticize the Whitewater CDA operations or staff to the press or other outside individuals or groups. Any concerns should be discussed with the Executive Director and brought before the Board when applicable in closed sessions only.
- Discuss Whitewater CDA business outside of the Whitewater CDA board meeting.
- No Commissioner shall accept any gift(s) whether in the form of service, loan, item, or promise, from any person which may tend to impair his/her independence of judgment or action in the performance of his/her duties or provide in the discharge of his/her duties any improper favor, service, or item of value. (Gifts received by a Commissioner

under unusual circumstances should be referred to the Ethics Commission within ten (10) days of receipt for recommended disposition.) EXCEPTION: Advertising or promotional items having a value of ten dollars (\$10.00) or less per gift are exempt.

- No Commissioner may solicit or accept, either directly or indirectly, from any person or organization, money, or anything of value if it could reasonably be expected to influence the Commissioner's official actions or judgments or be considered a reward for any action or inaction on the part of the Commissioner.
- A Commissioner is not to accept hospitality if, after consideration of the surrounding circumstances, it could reasonably be concluded that such hospitality would not be extended were it not for the fact that the guest, or a member of the guest's immediate family, was a Commissioner.
- Representing Private Interest Before City Agencies or Courts - No Commissioner shall appear on behalf of any private person (other than him or herself, his/her spouse, or minor children) before any City Agency, Board, Commission, or the Common Council if the Commissioner or any Board, Commission, or Commission of which the commissioner is a member has any jurisdiction, discretion, or control over the matter which is the subject of such representation.
- Ad Hoc Commission Exception – No violation of this Section shall exist, however, where an individual serve on an ad hoc commission charged with the responsibility or addressing an issue or topic in which that individual or the Commissioner or client of that individual, has an interest so long as the individual discloses to the ad hoc commission that such interest exists.
- Contracts with the City – No Commissioner who in his/her official capacity participates in the making of a contract in which he/she has a private pecuniary interest, direct or indirect, or performs regarding that contract with some function requiring the exercise of discretion on his/her part, shall enter into any contract with the City unless it falls within the confines of WI State Statutes or the following: The contract is awarded through a process of public notice and competitive bidding or the Common Council waives the requirement of this section after determining that this is the best interest of the City to do so. Or, the contract is for the designation of a public depository of public funds.
- Any Commissioner who has a financial or personal interest in any proposed legislative action of the Common Council or any Board, Commission, or Commission upon which the Commissioner has any influence or input or of which the Commissioner is a member that is to make a recommendation or decision upon any item which is the subject of the proposed legislative action shall disclose on the records of the Common Council or the appropriate Board, or Commission the nature and extent of such interest.

16. COMMISSIONER'S FIDUCIARY DUTIES (Appendix E)

FIDUCIARY DUTIES. Not-for-profit Commissioners — whether compensated or not — have a fiduciary duty to protect the financial health and integrity of the Whitewater CDA. In general, a fiduciary has three primary responsibilities:

1. **Duty of Care.** Commissioners must exercise reasonable care in overseeing the organization's financial and operational activities. Although disengaged from day-to-day affairs, they should understand its mission, programs, and structure, make informed decisions, and consult others — including outside experts — when appropriate.
2. **Duty of loyalty.** Commissioners must act solely in the best interests of the organization and its constituents, and not for personal gain.
3. **Duty of obedience.** Commissioners must act by the organization's mission, charter and bylaws, and any applicable state or federal laws.

Commissioners who violate these duties may be held personally liable for any financial harm the organization suffers as a result.

One of the most challenging — but critical — components of fiduciary duty is the obligation to avoid conflicts of interest. In general, a conflict of interest exists when an organization does business with a Commissioner, an entity in which a Commissioner has a financial interest or another company or organization for which a Commissioner serves as a director or trustee. To avoid even the appearance of impropriety, the applicable nonprofit should also treat a transaction as a conflict of interest if it involves a Commissioner's spouse or other family members, or an entity in which a spouse or family member has a financial interest.

The key to dealing with conflicts of interest, whether real or perceived, is disclosure. The Commissioner involved should disclose the relevant facts to the board and abstain from any discussion or vote on the issue — unless the board determines that he or she may participate.

17. COMMISSIONER D & O INSURANCE

Refer to Appendix F.

18. NON-DISCLOSURE AGREEMENT

A non-disclosure agreement (NDA) is an agreement in contract law that certain information will remain confidential. As such, an NDA binds a person who has signed it and prevents them from discussing any information included in the contract with any non-authorized party. NDAs are commonly used to protect trade secrets, client information, and other sensitive or valuable information.

19. COMMISSIONER'S CODE OF ETHICS (Appendix G)

Because the City of Whitewater believes strongly in good government, the City Council has passed an ordinance that provides that the business of the City, and thus the conduct of its Commissioners, be ethical. This means that Whitewater CDA Commissioners must be impartial and responsible to the citizens of Whitewater and decisions and policies are best made through the proper channels of open government. This also means that public Commissioners should not use their positions for personal gain. The City of Whitewater wants its citizens to have confidence in the integrity of its government. The City of Whitewater has created an Ethics Commission that through due process handles complaints regarding ethics violations.

The following is a listing of guidelines that establish ethical standards for Commissioners:

1. Responsibility of Public Office - Commissioners are bound to uphold the law and to observe the highest standards of law in the exercise of the duties of their positions. They should faithfully discharge their duties without bias and they must put the public interest first at all times.
2. Dedicated Service- Commissioners should be loyal to the objectives expressed by the voters and the programs developed to attain these objectives. Commissioners shall adhere to the rules of work and performance established as the standard for their positions.
3. Fair and Equal Treatment – No Commissioner shall request or permit the unauthorized use of City-owned vehicles, equipment, materials, or property for personal convenience or profit. No Commissioner shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.
4. Conflict of Interest – No Commissioner shall in the discharge of their duties be involved in any business or transaction directly or indirectly in which they have a financial or personal interest.

When to Recuse Oneself

1. While the full code of ethics as outlined in the ordinance is at the end of this manual, the subject of recusing oneself is useful here, too. To recuse oneself from a discussion essentially means to remove oneself from the discussion to avoid a conflict of interest.
2. Public officials should recuse themselves from the discussion when there is a clear conflict of interest. In such cases, recusal does not just mean abstaining from a vote but means instead stepping away from the discussion completely.

When a public official recuses himself or herself from discussion and action on a particular topic, the recusal is noted in the minutes of the meeting. In most cases, it is appropriate,

though not required, for the recused public official to leave the room where public discussion is taking place to ensure that s/he cannot influence the discussion or final action in any way.

- **Specific Conflicts Enumerated** – No Commissioner shall engage in or accept private employment or render any service for private interest when such employment or service is incompatible with the proper discharge of official duties or would tend to impair the independence of judgment or action in the performance of official duties (unless otherwise permitted by law and unless disclosure is made as hereinafter provided).
- **Disclosure of Confidential Information** – No Commissioner shall without proper authorization, disclose confidential information concerning the property, government, or affairs of the City, nor shall such information be used to advantage the financial or other private interests of the commissioner or others.

20. REMOVAL OF COMMISSIONER

A Commissioner may be removed from office by a recommendation from the Whitewater CDA Board of Commissioners, and approved by the City of Whitewater Common Council for incompetency, inefficiency, failure to attend meetings, neglect of duty, or official misconduct, at the pleasure of, or malfeasance of office. The Commissioner shall be removed only after he/she has been notified in writing of the charge(s) at least 10 days before the hearing thereon, and has had an opportunity to be heard in person. In the event of the removal of any Commissioner, a record of the proceedings, together with the charge(s) and findings thereon, shall be filed in the office of the City Clerk. To the extent applicable, the provisions of Wisconsin Statute §17.12 (entitled, "Removal and suspension of city officers") relating to removal for cause shall apply to any such removal.

21. COMMISSION MEETINGS

All meetings of the Whitewater CDA shall be held in compliance with the provisions of the Open Meetings Law of the State of Wisconsin §19.81 (entitled, "Open meeting of governmental bodies") (General, 2019). The law intends to ensure that council action and deliberation is conducted openly. All regular and special meetings must be publicly noticed with an agenda that includes a specified time and date in advance of the meeting.

PACKET MATERIALS. In general, meeting materials are provided in advance of every meeting. Hard copies of meeting materials are usually distributed four days in advance of the meeting. Commissioners are expected to review meeting materials provided in the packet before the meeting so that they can more effectively contribute to the discussion for each item on the agenda.

RULES OF ORDER. *Robert's Rules of Order* serves as a general guideline for setting meeting procedures. Specific details regarding the conducting of meetings can be found in the

Whitewater Municipal Code of Ordinances, Chapter 2.08.

SETTING THE AGENDA. The Executive Director or designee shall prepare the agenda with input from the chairperson. Commissioners may submit agenda item(s) at least five (5) days in advance of the scheduled publishing of the meeting. No other business shall be discussed at a meeting other than agenda items. The agenda is published the Friday preceding, and no later than the Monday before the regularly scheduled meeting.

REGULAR MEETINGS. Regular meetings are held monthly at a designated location as published. Meetings may be held virtually as needed. All meetings are open to the public, however certain agenda items may require closed session negotiations, which are not open to the public, and are labeled as such.

QUORUM. Four Commissioners shall constitute a quorum and the presiding officer shall be included in such a count to conduct its business and exercise its powers. Teleconferencing/virtual members shall be considered present and may count towards a quorum; and, teleconferencing/virtual members may participate in meeting discussion and vote. Action may be taken by the Whitewater CDA upon the affirmative vote of a majority of the Commissioners present at any meeting.

SPECIAL MEETINGS. Special meetings may be set at a regular meeting by the majority of the CDA, or the Chairperson whenever in their judgment such a meeting is necessary. The Chairperson shall call such a special meeting whenever they are requested to do so by at least four (4) members of the CDA in writing to the ED. Any business which could be done at a regular meeting may be done at such a special meeting.

When at all possible, municipal commissions, should endeavor to conduct business during regular meetings. However, circumstances may, at times, call for a meeting outside of the regular meeting schedule. These meetings are referred to as “special meetings.” When circumstances warrant a special meeting, the staff person responsible for the Commission should work with the Commission Chairperson to establish a meeting time when a majority of Commission members can attend. Posting of the special meeting must comply with the requirements outlined in the Whitewater Transparency Enhancement Ordinance (Ord. 2.62) and Wisconsin Open Meeting laws.

If a minority of Commission members disagree with the calling of the special meeting, said Commission members can submit a written objection for the meeting record. Instead of submitting a written objection, language can be placed on the next regular meeting agenda calling out the objection. This allows the objecting party an opportunity to voice their objection, which is then added to the minutes for the meeting.

CLOSED SESSION. The Board of Commissioners should never meet in closed sessions without the Executive Director present. The Executive Director is the link with the agency. She/he knows every aspect of the organization and should be involved in all decisions.

The notice provision in Wisconsin Statute §19.84 (entitled, “Public notice”) requires that, if the chief presiding officer of a governmental body is aware that a closed session is contemplated at the time he or she gives public notice of the meeting, the notice must contain the subject matter of the closed session. (General, 2019)

Procedure for Convening in Closed Session every meeting of a governmental body must initially be convened in open session. Before convening in closed session, the governmental body must follow the procedure outlined in Wisconsin Statute §19.85 (entitled, “Exemptions”) which requires that the governmental body pass a motion, by recorded majority vote, to convene in closed session. If a motion is unanimous, there is no requirement to record the votes individually. Before the governmental body votes on the motion, the chief presiding officer must announce and record in open session the nature of the business to be discussed and the specific statutory exemption which is claimed to authorize the closed session.

Stating only the statute section number of the applicable exemption is not sufficient because many exemptions contain more than one reason for authorizing closure. For example, Wisconsin Statute §19.85 (entitled, “Exemptions”) allows governmental bodies to use closed sessions to interview candidates for positions of employment, to consider promotions of particular employees, to consider the compensation of particular employees, and to conduct employee performance evaluations—each of which is a different reason that should be identified in the meeting notice and in the motion to convene into closed session. Similarly, merely identifying and quoting from a statutory exemption does not adequately announce what particular part of the governmental body’s business is to be considered under that exemption.

Enough specificity is needed in describing the subject matter of the contemplated closed meeting to enable the members of the governmental body to intelligently vote on the motion to close the meeting. If several exemptions are relied on to authorize a closed discussion of several subjects, the motion should make it clear which exemptions correspond to which subjects. The governmental body must limit its discussion in closed sessions to the business specified in the agenda. (General, 2019)

PUBLIC HEARINGS. The presiding officer shall announce immediately before each public hearing that no one will be heard unless he/she states his/her name and address. The presiding officer shall briefly explain the order of business. The presiding officer shall have the right before the hearing to announce that each person's statements shall be limited to a specified period, and that rebuttals shall be limited to a specified period, and the presiding officer shall have the right to terminate any statement when the speaker's time has elapsed, or in the event of unnecessary repetition, or the event the statement is not material or germane.

Order of business: The Order of Business for holding public hearings shall be as follows:

- A. A brief statement by the chairperson as to the name of the applicant for relief, his/her address, the nature of the request, and how notice of the hearing was given.
- B. Presentation of the applicant of his/her request including any maps, documents, and the like, not previously filed.

- C. Statements of all other persons in favor of granting the request.
- D. Statements in rebuttal by persons opposing the request.
- E. Statements in rebuttal by the applicant and by other persons favoring the request.
- F. Statements in rebuttal by persons opposing the request.
- G. Statements and subsections by any persons not previously heard but only on matters not previously discussed.
- H. Closing of the hearing or, if necessary, adjournment of the hearing to a fixed future date.

WITHDRAWAL OF APPLICATION: At any time before a motion to grant or refuse a request, application, or petition, the applicant may withdraw his/her request, application, or petition and such withdrawal shall not entitle the applicant to a refund of whatever filing or publication fee may previously have been paid.

22. MEETING DEVICES

ELECTRONIC DEVICES. Electronic devices such as smartphones, tablets, Chromebooks, and laptops have become commonplace. The use of electronic devices during a public meeting is encouraged when the device is used as an alternative to printed materials, to look up information relevant to the discussion items, or a similar use that supports the discussion at hand. The use of electronic devices for other irrelevant uses is discouraged.

TAPE RECORDING AND VIDEOTAPING. The open meetings law grants citizens the right to attend and observe meetings of governmental bodies that are held in open sessions. The open meetings law also grants citizens the right to tape-record or videotape open session meetings, as long as doing so does not disrupt the meeting. The law explicitly states that a governmental body must make a reasonable effort to accommodate anyone who wants to record, film, or photograph an open session meeting, as long as the activity does not interfere with the meeting. In contrast, the open meetings law does not require a governmental body to permit the recording of an authorized closed session. If a governmental body wishes to record its closed meetings, it should arrange for the security of the records to prevent their improper disclosure. (General, 2019)

ELECTRONIC COMMUNICATIONS. Written communications transmitted by electronic means, such as email, instant messaging, blogging, or other social media, also may constitute a "convening of members," depending on how the two members of a governmental body larger than four members may generally discuss the body's business without violating the open meetings law, features like "forward" and "reply to all" common in electronic mail programs deprive a sender of control over the number and identity of the recipients who eventually may have access to the sender's message. Moreover, it is quite possible that, through the use of electronic mail, a quorum of a governmental body may receive information on a subject within the body's jurisdiction on an almost real-time basis, just as they would receive it in a physical gathering of the members. (General, 2019)

23. BALLOTS, VOTES, PUBLIC COMMENTS, APPEARANCE, MEETING CONDUCT, ATTENDANCE, RECORDS, MINUTES

BALLOTS. No secret ballot may be used to determine any election or decision of a governmental body, except the election of officers of a body. For example, a body cannot vote by secret ballot to fill a vacancy on the Board. If a member of a governmental body requests that the vote of each member on a particular matter be recorded, a voice vote or a vote by a show of hands is not permissible unless the vote is unanimous and the minutes reflect who is present for the vote. A governmental body may not use email ballots to decide matters, even if the result of the vote is later ratified at a properly noticed meeting. The open meetings law requires a governmental body to create and preserve a record of all motions and roll-call votes at its meetings. This requirement applies to both open and closed sessions. Written minutes are the most common method used to comply with the requirement, but they are not the only permissible method. It can also be satisfied if the motions and roll-call votes are recorded and preserved in some other way, such as on a tape recording. As long as the body creates and preserves a record of all motions and roll-call votes, it is not required by the open meetings law to take more formal or detailed minutes of other aspects of the meeting. Other statutes outside the open meetings law, however, may prescribe particular minute-taking requirements for certain governmental bodies and officials that go beyond what is required by the open meetings law. (General, 2019)

VOTES. Provided a quorum is present and except as otherwise by law or these rules provided, the affirmative vote of a majority of the Board present shall be required to decide any matter up for consideration. If any member shall disqualify themselves to vote on any matter due to conflicts of interest or other reasons, they shall, nonetheless, be counted in determining whether a quorum is present, but the disqualification shall not decrease the number of votes required for passage of any motion, resolution, or the taking of any other action.

PUBLIC COMMENT. The presiding officer shall announce immediately before each meeting that no one will be heard unless they state their name and address. The presiding officer shall briefly explain the order of business. He/she shall have the right before the hearing to announce that each person's statement shall be limited to a specified period and that rebuttals shall be limited to a specified period, and they shall have the right to terminate any statement when the speaker's time has elapsed, or in the event of unnecessary repetition, or in the event the statement is not material or relevant.

APPEARANCE. All persons desiring to be heard shall be heard, in person or by an attorney. Withdrawal of Application. At any time before a motion to grant or refuse a request, application, or petition, the applicant may withdraw his/her request, application, or petition if applicable. Such withdrawal shall not entitle the applicant to a refund of whatever filing or publication fee he/she may have paid.

MEETING CONDUCT. Adhere to the established meeting procedures:

- Limit action on any new topic not on the agenda to the discussion, unless it is of an emergency nature. Only speak to items on the agenda.

- Keep the meeting focused and stay on time.
- Ask questions about topics being voted on.
- Suggest issues or topics be placed on the agenda for the next meeting.
- Be attentive
- Actively listen and participate
- Avoid surmising the opinions or ideas of private citizens
- Use Robert’s Rules of Order.

MEETING ATTENDANCE AND PARTICIPATION. To ensure that voting members are well versed on the issues facing the Board, regular attendance is mandatory. If a Council member fails to attend three consecutive, regular meetings or fails to attend at least three-fourths of the regular meetings during the preceding twelve months, the board may request that the Common Council select another individual to serve out the commissioner’s term.

MEETING RECORDS. Meetings of the Whitewater CDA are required to be video recorded per the Whitewater Transparency Enhancement Ordinance Ch 2.62. The meeting is broadcast live. In addition, the Whitewater CDA Administrative Assistant or designee, under the direction of the Executive Director, is responsible for maintaining meeting records by documenting the minutes of the proceedings at each public meeting.

MEETING MINUTES. The Administrative Assistant or designee shall take Minutes. Minutes will be ready in draft format seven (7) days after the close of the meeting.

24. DECISIONS

All final decisions by the Whitewater CDA shall be in writing and recorded as a part of the meeting Minutes of the CDA.

25. WHITEWATER CDA PERSONNEL

The economic development profession combines several professional disciplines including geography, business administration, public finance, political-economic, and urban planning. It requires a mixture of talents ranging from research, analysis, planning, organizing, and salesmanship. Practitioners in the field are often referred to as economic development generalists, officers, specialists, professionals, or simply economic developers.

The Whitewater CDA currently has two staff positions that facilitate the operations of the Whitewater CDA, an Executive Director (ED) and Administrative Assistant (AA).

Executive Director. The Executive Director is the chief administrative officer of the Whitewater CDA and shall direct, manage and supervise administrative operations, CDA Staff, programs, and technical activities.

The Executive Director is appointed by the City Manager after collaboration, discussion, and recommendation from the Whitewater CDA and Human Resources has been recognized. She/he is subject to the personnel policies of the City. The Whitewater CDA, in collaboration with City Council, shall approve the compensation of the Executive Director.

The CDA Director shall serve under the supervision of the City Manager, and receive direction and guidance from Whitewater CDA. The City Manager shall have the authority to discipline and terminate the ED after consultation and recommendation from the Whitewater CDA Board of Commissioners in a closed session.

Administrative Assistant. The Administrative Assistant shall perform such other duties and have such other powers and responsibilities necessary to complete the job. This position is under the direct supervision of the Executive Director and is not a direct report to the Whitewater CDA or City Manager.

26. EFFECTIVE BOARD & STAFF RELATIONS

People make it all happen. In local government, people are at the heart of the organization, both those that comprise the organization, and those that the organization serves. In the City of Whitewater, cooperation and communication between City employees and Commission members is expected and encouraged and can often result in better outcomes and a more rewarding experience for all involved.

To ensure that lines of positive communication remain open for all employees and volunteers, it is important to clarify some ground rules regarding communications as well as the role of staff members and Commission members.

EVERYONE IS EQUAL. All Commissioners are considered equal, including the Chairperson or president of the Commission. This means everyone on the Commission should receive the same information on a particular matter. When a staff member shares information related to the Commission business, Commissioners can be confident the same information is being shared with all Commissioners. No single member should receive “special” information on an issue. This also means that Commission members should expect the information they request on Commission business will be distributed to the entire Commission. This is the same for all Commissions.

USE OF STAFF RESOURCES. Staff time is limited. All positions within the City of Whitewater exist to provide and maintain high-quality municipal services, facilities, and infrastructure and to carry out organization priorities as determined by the Common Council. All Whitewater CDA Commissioners should be cognizant of this expectation when making requests for information about Whitewater CDA business. Requests for information are welcome and encouraged; however, all City Commissioners should first consult with the Whitewater CDA Executive Director when requests about Whitewater CDA business before requesting research that will consume significant staff time or otherwise divert limited resources to a project that falls

outside of established City of Whitewater common priorities.

EMPLOYEE CONTACT LINE OF AUTHORITY. Unless otherwise established by state statute, city ordinance, or employment agreement, all employees ultimately report to and work for the City Manager at the behest of the Common Council, and operates for the welfare and benefit of the entire city. The City Manager works for and reports to the Common Council.

Commissioners are encouraged to learn about the role of each municipal department, ask the staff questions about municipal operations, and get to know employees.

While communication is encouraged, the responsibility to direct the work of municipal employees, as well as prescribing or exacting employee discipline, is strictly the responsibility of the city manager. Therefore, if a Commissioner has a concern related to the conduct or performance of an employee, that Commissioner should address it with the City Manager.

However, if the concern were related specifically to the conduct or performance of the City Manager, the Commissioner would be encouraged to bring it to the attention of the Common Council.

COMPLAINTS REGARDING EMPLOYEE BEHAVIOR. Citizen complaints regarding employee behavior or performance should always be referred to the City Manager for investigation and resolution.

LOBBYING COMMISSION MEMBERS. Just as Commissioners should avoid directing work or taking disciplinary action for employees, employees should refrain from any action or communication that is intended to “lobby” the support of Commission members for support of a particular project, budget request, or other initiatives. This holds for department directors, managers, and general employees. If a Commission member finds herself or himself in such a position, the Commission member is encouraged to direct the employee to her/his immediate supervisor and/or department director to address the issue. Commission members are encouraged to notify the City Manager so legitimate issues can be promptly addressed.

27. COMMUNICATING WITH THE PUBLIC

The life of a public official is just that, public. Though Commissioners should feel comfortable speaking their minds and answering questions, what a Commissioner shares can have an impact on public perception of the entire municipal organization. With that in mind, here are some items to consider when communicating with residents regarding municipal issues.

REPRESENTING THE COMMISSION. No single Commissioner can individually commit the city as a whole, or their respective Commission to a position on an issue without a vote or consent of that Commission. It is inappropriate to commit to things the whole Commission may not be

aware of or approve. Commission members should refer requests for official positions on an issue to staff for review and recommendation. The matter should then be added to an agenda to obtain the Commission's official position.

COMPLAINTS FROM CITIZENS. If a Commission member receives a complaint not related to employee behavior, he/she is encouraged to share the details of the complaint and complainant contact information with City staff so that any problems can be promptly addressed.

1. **Report or Refer the Complaint:** Often the complainant is looking for an understanding ear and agreement from the Commissioner. While Commissioners are encouraged to be sensitive to the plight of the complainant, they should not attempt to promise a particular outcome or attempt an interpretation of the ordinance or policy related to the complainant's concern. Instead, Commission members should commit to passing along the information to the appropriate staff person for resolution.
2. **Avoid Sharing at Meetings.** Avoid waiting to bring up citizen complaints until the next Commission meeting. While doing so may appear to be a manner of "holding government accountable" the reality is that bringing up complaints at a public meeting can deflate staff, embarrass, or annoy other Commission members, and ultimately damage the credibility of the organization. This is all in addition to making the complainant wait to have their concern heard, thus delaying resolution.
3. **Avoid Private Disputes.** Occasionally, a Commissioner may be asked to get his/her Commission involved in what is purely a private dispute. These disputes typically include nuisance complaints, work hours for contractors, boundary line disputes, fence problems, and many other similar issues. Intercession in such matters is a drain on resources and will ultimately prove fruitless. If a Commissioner is unclear as to whether an issue is a private dispute or is within the City's jurisdiction, he/she should refer the issue to City staff so that a proper determination can be made and subsequently shared with the complainant.

MEDIA RELATIONS. Whitewater CDA Commissioners may be approached by the media and asked for commentary on a Whitewater CDA action or position on an issue. To the extent that the Common Council has taken an official action or position, the City Manager, or her/his designee will generally be the spokesperson. Whitewater CDA Commissioners however are permitted to share personal opinions with the media or reference previous public actions taken.

REPRESENT GENERAL INTERESTS. As previously stated in this manual, Commission efforts should always focus on what is best for the city as a whole. Commissioners must be careful to represent the general interests of the Whitewater CDA/City and not special interest groups.

28. MUNICIPAL LIAISONS

The Whitewater CDA Executive Director works closely with all City departments for the benefit and advancement of economic development projects.

29. OUTSIDE ASSISTANCE

The Whitewater CDA may employ or seek advice from third-party technical experts, as required in the performance of its duties and functions, within the limits of the funds available.

30. FISCAL AFFAIRS AND FINANCIAL OVERSIGHT

The Whitewater CDA is funded by its defederalized funds, special revenue funds, the City general fund, and all statutory funds available to the CDA.

The Whitewater CDA Board of Commissioners is the legal recipient of all money awarded/provided to the Whitewater CDA. This fiscal responsibility is reflected in the contracts, budgets, audits, and other financial documents presented to them for authorization or rejection at regular board meetings. It is the Commissioner's responsibility to oversee continuing judicious handling of funds through careful reading of financial reports and votes that guarantee sound fiscal policies. Several administrative devices for measuring and evaluating the local programs are available to Commissioners: the budget, financial statements, and audit reports.

The City of Whitewater hires an auditor for all City financial records and funds. The Whitewater CDA may seek third-party and independent review/advice and/or assistance as recommended/directed by the Whitewater CDA Board of Commissioners.

Further, the City agrees to provide accounting and budgeting services to the Whitewater CDA at no cost to the CDA. Specifically, the City through its Finance Department shall assist the Whitewater CDA in preparing and maintaining its financial budget consistent with Governmental Accounting Standards Board (GASB) and shall maintain a system for the CDA consistent with the City's system for receipts and disbursements.

31. WHITEWATER CDA OPERATING BUDGET

A budget shall be prepared by the Whitewater CDA and is included in the City's proposed budget for final approval from the Common Council.

32. WHITEWATER CDA ANNUAL REPORT

An Annual Report shall be prepared/reviewed/approved by the Whitewater CDA Executive Director, which summarizes its activity for the preceding calendar year on or before April 15th of the following year.

33. AUTHORIZATION

The Whitewater CDA is authorized to act as the agent of the City in planning and carrying out community development programs and activities approved by the City Manager, and Common Council under the Federal Housing and Community Development Act of 1974 and as an agent to perform all acts, except the development of the general plan of the City, which may be otherwise performed by the plan commission under Sections 66.1301 to 66.1327(3), 66.1331, 66.1337 or 66.1105 of the Wisconsin Statutes. (Ord. 61-4684 §3, 1989.)

34. EVIDENCE OF AUTHORITY

A certified copy of this chapter shall be filed with the City of Whitewater Clerk's office and shall be prima facie evidence of the Whitewater CDA's right to transact business, and such chapter shall not be subject to challenge because of any technicality. In any suit, action, or proceeding commenced against the Whitewater CDA, a certified copy of such chapter shall be deemed conclusive evidence that the Whitewater CDA is established and authorized to transact business and exercise its powers hereunder and pursuant to § 66.1335, Wis. Stats.

35. SEVERABILITY

If any provision of this chapter is invalid or unconstitutional or if the application of this chapter to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this chapter which can be given effect without the invalid or unconstitutional provisions or applications.

36. AMENDMENT OF BY-LAWS AND RULES OF PROCEDURES

These rules may be amended from time to time upon a concurring vote of a majority of all members of the Whitewater CDA and approval of the Common Council. The By-Laws and Rules of Procedure and subsequent amendments shall be effective after adoption upon filing with the City Clerk. The general rules of procedure of the CDA shall be governed by Robert's Rules of Order where no specific statute, lase, or ordinance controls.

The Whitewater CDA may adopt, amend, or repeal such bylaws or other rules or regulations not consistent with the applicable laws of this State and this Ordinance, as it deems necessary in the performance and function of its duties.

38. CONCLUSION

The purpose of this publication has been to provide Commissioners, including Common Council members, with helpful information that clarifies fundamental elements of serving in a public office for the Whitewater CDA. Commissioners are expected to read this publication, the *Handbook for Wisconsin Municipal Officials*, produced by the League of Wisconsin Municipalities, and to become familiar with the Whitewater Municipal Code of Ordinances to gain further knowledge regarding the role of public officials in Wisconsin.

REFERENCES

Council, C. o. (1983). Charter Ordinance No. #4. (p. 1). Whitewater, Wisconsin: City Clerk.

Council, C. o. (1983). Charter Ordinance No. #5. Whitewater: City Clerk.

General, W. D. (2019). Wisconsin Open Meetings Law. *Attorney General Josh Kaul* (p. 49). Madison: Wisconsin Department of Justice.

Legislature, W. S. (n.d.). 66.1335 Housing and Community Development Authorities.

Whitewater, C. o. (1983). Resolution Creating the Community Development Authority. (p. 2). Whitewater: City of Whiteater Common Council.

APPENDIX

Appendix A

Council, Charter Ordinance No. #4, 1983

Appendix B

Council, Charter Ordinance No. #5, 1983

Appendix C

Council, Charter Ordinance No. #5, 1992

Appendix D

City Code of Ethics

Appendix E

Johnson Block Fiduciary Duties: What Your Commissioners Need to Know

Appendix F

Whitewater Liability Policies

Transparency Ordinance

<https://dpi.wi.gov/pld/boards-directors/trustee-essentials-handbook>

AMENDMENTS TO THIS DOCUMENT (IN ORDER OF MOST RECENT)

Created: September 2020

Reviewed: September 2021

Adopted:

By the Whitewater Community Development Authority:

By the Whitewater City Council:

REPOSITORY

The following pages are not related to this chapter (By-Law and Rules of Procedure); they are simply a repository for CDA history, CDA policies, CDA programs, CDA financial awards, and resolution tracking.

HISTORY OF THE HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

1960. A private, non-profit stock corporation was formed called the Whitewater Development Corporation, also known as the Industrial Corporation. "Stocks" were sold for \$10.00 per share. Each person was advised that the money collected was strictly a donation to be used to promote and develop a parcel of land, so that a company could relocate to Whitewater. With the funds raised from donations, a 20-acre property was purchased and a company called Newport News was relocated here.

1968. Another 40-acre parcel was purchased by the Development Corp. and a street called Commercial Avenue was developed. This was the beginning of our current Business Park.

1970. The Development Corp. decided to deed the acquired land over to the City of Whitewater, and the City Council had to become very active in the development process. Buildings were built along Commercial Avenue in the 70's.

July 5, 1972. Resolution. Adopting the Housing Authority in pursuance of the Housing Authorities Law of the State of Wisconsin. (Appendix).

July 18, 1972. Resolution. Appointing Housing Authority members. (Appendix).

In 1979, the Whitewater Redevelopment Corporation was organized and existed under the laws of the State of Wisconsin, by Statute 66.405 (Urban Redevelopment Law).

1980. Due to the DNR Moratorium on sanitary sewer extensions, no new land could be purchased until our sewer system was expanded, so a new sewer plant was built. In the early 80's, an informal proposal for additional land acquisition was brought before the City Council. This precipitated a Council referendum creating an 18-month Moratorium on economic development activities, which virtually halted any development.

1981. A committee called the Economic Development Committee was formed to make recommendations to the Common Council regarding Whitewater's development activities. With the help of SEWRPC and Gordy Kacala, an Economic Development program was formulated to deal with development issues.

July 19, 1983. Charter Ordinance. An Ordinance Amending Resolution created the Community Development Authority. (Appendix).

1983. The City Council adopted a resolution creating the Community Development Authority (CDA), a non-profit, public development agency. The Chamber of Commerce allowed the CDA to share their office space.

July 19, 1983. Resolution. Whereas, §66.4325, Wisconsin Statutes authorize any City to adopt a resolution creating Housing and Community Development Authority. This Resolution created the Authority with powers granted by § 66.40 to 664325. (Appendix).

November 15, 1983. Resolution. Whereas: The Common Council of the City of Whitewater formally established a CDA pursuant to Wisconsin Statutes on July 19, 1983. (Appendix).

May 15, 1984. CDA hired an administrative assistant and was setting up an office.

November 20, 1984. Resolution. The CDA was approved to create the industrial park.

1984 & 1985 -Through efforts of CDA members and City Council directives, Whitewater was awarded a Block Grant to build the new water tower on the East side, and also a Community Development Block Grant for housing and economic development programs. A staff person, Lynn Burdick, was hired to help administer these grants funds. Two companies were awarded Urban Development Action Grant (UDAG) funds: Moksnes Manufacturing and Hawthorn Melody Incorporated.

March, 1985. The Industrial Development Commission was formed.

Unknown date, 1985. In a letter dated March 6, 1990, from the City Attorney, it is stated that Southeastern Wisconsin Regional Planning Commission (SEWRPC) created an "Overall Economic Development Plan which was adopted by the city in 1985.

1986. Two other 40-acre parcels were purchased on the other side of Commercial Avenue to expand that area. A Tax Incremental Fund (TIF) District was formed and the Business Park was formally established. In September of 1986, Perlman-Rocque, a larger company of approximately 100 employees' broke ground. An additional person, David Foster, was hired as the Economic Development Coordinator.

March 18, 1986. Resolution. The CDS shall have complete discretionary control over its financial affairs, without necessitating further Council approval or action.

August 29, 1986. Principles of Policy for Economic Development in Whitewater. (Appendix).

1987 to 1989. Three other TIF Districts were created and allowed the city to further develop infrastructure in the Business Park. Other businesses, such as Polymer Technologies and Trostel Packings Ltd, began operations in Whitewater. The Economic Development and Housing Revolving Loan Funds were now revolving back in from previous loans. Other streets in the Business Park were developed: Universal Blvd and Executive Drive.

1989. – Budget Transfer Resolution.

September 11, 1989. Resolution. CDA appointed David R. Foster to the Office of Director.

1990. A Wisconsin Development Fund Grant was received to assist the building of the Super 8 Motel along Hwy. 12 East. City Council decides to develop a subdivision on the west side called "Mound Park Acres" and creates the Ad Hoc Housing Committee.

January 2, 1990. Memo. Memo to City Council from City Manager. (Appendix).

March 6, 1990. From City Attorney, Martin Harrison. The document is in response to a request from a commission of the City Council. Subject: City Attorney's advice and guidance concerning the interrelationship of the CDA, City Council, the City Manager, and the Economic Development Director. (Appendix). Resolve: "our CDA was created with the specific intent that it remains autonomous from the City Council." "...City Council has complete authority over the CDA.... "..."The Executive Director is primarily accountable to the City Manager with respect to the duties and functions he/she is fulfilling in the City."

August 21, 1990. A Resolution adopting an Overall Economic Development Program (ODEP) Plan for the City of Whitewater. A resolution adopting the City of Whitewater Citizen Participation Plan.

January 15, 1991. An ordinance amending Chapter 7.04 and renaming to "Code of Ethics."

February 28, 1992. Policy Change. CDA Citizen Membership.

July, 1992. Resolution to indicate the City of Whitewater's support for a US Highway 12 bypass around Whitewater.

1994. CDA staff begin servicing its commercial and other interest-bearing loans using available computer software.

December 27, 1994. Revenue Agreement. The City acquired lands now known as Lot 3 of Certified Survey Map. No. 2509 and has installed roadways and other utility infrastructure improvements.

1995. The CDA builds a "Spec" building to create flexible space for light industrial clients. The revolved UDAG funds were loaned to the CDA (itself) to pay for the 12,000 sq. ft. building. The results of this effort were that the CDA is able to generate income and satisfy the needs of its clients at the same time.

April 15, 1997. Staff recommendation to recognize the CDA's statutory power to acquire property via condemnation in formally approved redevelopment district.

May 20, 1997. Purchase of 52.5 acres from Irene Kreuger Estate Resolution.

December 5, 2000. Resolution modifying revenue agreement and approving sale by the CDA of property at 1215 East Universal Boulevard.

August 18, 2009. The City was awarded a grant from the United State Economic Development Authority (EDA) to assist in the funding of the Innovation Center located at 12221 Innovation

Drive, Whitewater, WI 53190. A \$750,000 payment was set to assist with the initial funding of the Innovation Center.

April 8, 2009. Consideration of action on CDA request to increase their appropriation from TID 4 by \$15,000 marketing budget by \$15,000.

June 4, 2013. CDA requests to purchase Whitewater Business Park properties.

November 16, 2020. Counter-Offer (1) to Vacant Land Offer to Purchase

December 15, 2020. Policy 601.01 Appointment of Board, Commission, and Committee Members.

CDA POLICIES

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POLICY: TRANSFERS OF RESIDUAL EQUITY

POLICY: RELATIONSHIP BETWEEN THE CDA AND THE INNOVATION CENTER

POLICY: FDIC RULES

POLICY: REPAYMENT OF 2021 CDBG CLOSEOUT PROGRAM FUNDS

POLICY: GRANTING CDA DIRECTOR ACCESS TO ALL FINANCIAL RECORDS

POLICY: REAL PROPERTY POLICY

CDA PROGRAMS

- 1. **Community Development Block Grant (CDBG) Housing Program.**

- 2. **Wisconsin Economic Development Authority Capital Catalyst Program.**

- 3. **USDA Façade Program.**

- 4. **Whitewater CDA UDAG Program.**

- 5. **Community Development Block Grant Housing Program.**

FINANCIAL AWARDS

Prior to November 1983, Community Development Block Grant. Mentioned in updated Resolution document.

November 15, 1983. The City of Whitewater was awarded a Community Development Block Grant (CDBG) by a grant contract dated March 9, 1983 (Appendix)

January 17, 1985. Resolution. Authorizing the submission of a Small Cities Community Development Block Grant.

August 21, 1990. Resolution. Adopting the Overall Economic Development Program (OEDP).

This plan allowed for receipt of funds from the Wisconsin Development Fund (WDF).

(Appendix).

August 21, 1990. Resolution. WDF loan not to exceed \$200,000 to Whitewater Super 8 Motel.

(Appendix).


CDA RESOLUTION TRACKING

Resolution Tracking

March 5, 1985. CDA Resolution. Whereas, the City of Whitewater CDA is a separate body politic created and existing pursuant to §66.4325 of the Wisconsin Statutes. Establishing a CDA employee and job description. (Appendix).

September 11, 1989. CDA Resolution. Whereas, establishing a position entitled “Economic Development Director of the City of Whitewater CDA.” (Appendix).

October 1, 1985. Resolution. The City of Whitewater was awarded an Urban Development Action Grant (UDAG) dated August 22, 1985. This Resolution delegates the CDA as the Administrator of the UDAG award. (Appendix).

	<h2>CDA Agenda Item</h2>
<p>Meeting Date:</p>	<p>10-19-2023</p>
<p>Agenda Item:</p>	<p>Discussion regarding amending the Declaration of Covenants & Restrictions for the Whitewater Business Park to allow for natural landscaping elements.</p>
<p>Staff Contact (name, email, phone):</p>	<p>Bonnie Miller, CDA Administrative Assistant bmiller@whitewater-wi.gov 262-473-0149</p>

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

A request was received from Coburn Company regarding what options are available for reducing the grass lawn in front of their building at 1170 Universal Blvd. They would like to return the bulk of their yard to a prairie-type landscaping, with native grasses, forbs (herbaceous flowering plant other than a grass) and trees.

The Declaration of Covenants and Restrictions for the Business Park governs at Item No. 7 (see attached).

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS
(Dates, committees, action taken)

FINANCIAL IMPACT
(If none, state N/A)

None.

STAFF RECOMMENDATION

ATTACHMENT(S) INCLUDED

Excerpt from Declaration of Covenants and Restrictions for the Whitewater Business Park.

7. LANDSCAPING:

All street yards shall be graded and appropriately sodded or seeded and properly landscaped.

All other portions of the lot reserved for future expansion of the facilities and not surfaced for parking or loading purposes, shall be maintained and mowed in accordance with the City noxious weed code. Landscaping of the building site shall be accomplished so as to enhance the aesthetic and architectural beauty of the structure. All landscaping shall be approved by the Plan & Architectural Board.

8. DRAINAGE CONTROL:

No land shall be developed and no use shall be permitted that results in flooding, erosion or sedimentation on adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area, or other stormwater management facility.

Chapter Four: Natural Resources

NATURAL RESOURCE RECOMMENDATIONS SUMMARY

- Build an ethic of progressive surface and groundwater management using a variety of tools and approaches, and consider different ways to improve stormwater management associated with redevelopment projects.
- Protect environmental corridors and other environmentally sensitive lands.
- Advance the clean-up and restoration of Trippe and Cravath Lakes.
- Advance sustainability by developing a Whitewater-specific approach.
- Preserve and enhance the City's urban forest resources.

Chapter Introduction

A survey of the Whitewater area's natural resources provides an important framework for guiding the *Comprehensive Plan*. As a growing community, such information can help identify the appropriate locations for development, and can pinpoint areas that should be preserved and managed for recreational purposes, stormwater management, and groundwater protection. Maintenance of these natural features is also important for community appearance and for the functions they perform for natural communities. Map 3 depicts the area's key natural areas, described in detail below.

Ecological Landscape

An ecological landscape is defined as a region characterized by a unique combination of physical and biological attributes such as climate, geology, soils, water, or vegetation. Understanding the distinct attributes of each of these landscapes will be important when identifying future land management and land use goals. The City of Whitewater falls within the Southeast Glacial Plains Landscape. Many of the attributes of this landscape are identified in the following sections.

Topography and Steep Slopes

The topography in Whitewater was shaped over 10,000 years ago by Wisconsin's most recent period of glacial activity. The landscape is characterized by gently rolling moraines and drumlins that were formed by material deposited along the edges of the ice sheet during the glacier's retreat.

As shown on Map 3, slopes exceeding a 12 percent grade are located between Trippe and Cravath Lakes and in a small area just north of East Main Street. More significant areas with steep slopes are located east and southeast of the City in the Kettle Moraine State Forest. Generally, slopes that have between 12 and 20 percent grade present challenges for building site development, and slopes that exceed a 20 percent grade are not recommended for any disturbance or development.

Metallic and Non-Metallic Resources

There are no metallic mining operations in the City of Whitewater. The Whitewater Limestone, Inc., is located directly south of the City in the Town of Whitewater. While there are no active mineral extraction sites located within the City of Whitewater, under State Statutes (295.20), landowners who want to register their property as a nonmetallic mining deposit are required to notify each county, city, village and/or town

that has zoning authority over their property. Registrations must be recorded at the County Register of Deeds in the county where the mineral deposit is located.

Groundwater

Groundwater is comprised of the portion of rainfall that does not run off to streams or rivers and that does not evaporate or transpire from plants. This water percolates down through the soil until it reaches the saturated zone of an aquifer. Groundwater supplies all of the water for domestic, commercial, and industrial uses in the City of Whitewater.

The quality of groundwater in the City is good; however, groundwater contamination is a concern in areas around the City that are served by private wells. In these more rural areas, a common groundwater contaminant is nitrate-nitrogen, which can come from many sources including improperly functioning on-site wastewater systems, animal feedlots, sludge and septage application, lawn and agricultural fertilizers, and decaying plant debris.

Watersheds and Surface Waters

The City is located within the Whitewater Creek Watershed in the Lower Rock River Basin. The Rock River Basin covers approximately 3,777 square miles and incorporates ten counties in southern Wisconsin. Water from the Rock River Basin enters the Mississippi River via the Rock River and eventually ends up in the Gulf of Mexico.

Whitewater Creek, Cravath Lake, and Trippe Lake are the City of Whitewater's most prominent surface water features. Whitewater Creek traverses the center of the City, flowing from south to north. Cravath Lake and Trippe Lake are connected by a short segment of Whitewater Creek, and are maintained by dams at the north ends of each lake. The Wisconsin Department of Natural Resources (WisDNR) has identified a portion of Whitewater Creek from Bluff Creek to Willis Ray Road (1.9 miles) at the southern edge of Whitewater that has the potential to become a Class II trout stream, meaning that the trout population has some natural reproduction, but some stocking occurs to supplement natural recruitment. Additional land acquisition and habitat improvement would be necessary to achieve this potential use.



Whitewater Creek

In its Whitewater Creek Watershed report, WisDNR indicated that comprehensive stormwater management planning that emphasizes water quality and reduction of peak stormwater flow, in addition to updates to the City of Whitewater's floodplain zoning map (completed), would provide additional protection to Whitewater Creek, Cravath Lake, and Trippe Lake. In this report, WisDNR also recommends that the City take advantage of federal, state, and private funding opportunities to acquire public access points and lands on Cravath and

Trippe Lakes. In addition, WisDNR recommended the City, potentially in conjunction with Walworth County, apply for a lake planning grant to investigate water quality issues for Cravath and Trippe Lakes, which the City had already done at the time this *Plan* was written.

Floodplains

The Federal Emergency Management Agency (FEMA) designates floodplains. These are areas predicted to be inundated with flood waters in the 100-year storm event (e.g., a storm that has a one percent chance of happening in any given year). Development within floodplains is strongly discouraged to avoid property damage. Map 3 shows the 758 acres of land in the City classified as floodplain, comprising approximately 13 percent of the City's total land area. Floodplain areas in the City are located primarily around Trippe and Cravath Lakes and the Whitewater Creek in the central portion of the City. The National Flood Insurance Rate (FIRM) program maps produced by the FEMA should be referenced for official delineation and elevations of floodplain boundaries. These maps were updated in 2014 and 2015 and adopted by the City, and the City's floodplain ordinance has been revised accordingly.

Wetlands

According to the WisDNR Wetland Inventory Maps, wetland habitats comprise approximately eight percent (471 acres) of the City's total land area. Wetland ecosystems play significant roles in maintaining the quality of groundwater and surface water and provide valuable habitats for fish, birds, and other wildlife.

Woodlands and Natural Vegetation

The City of Whitewater's native vegetation consists of a mix of prairie lands, oak forests, maple-basswood forests, savannas, wet-mesic prairies, southern sedge meadows, emergent marshes, and calcareous fens. Agriculture and development have significantly changed vegetative cover in this part of the state. Much of the natural vegetation has been removed and undeveloped areas are dominated by croplands. Today, larger stands of woodlands are mainly located outside the City limits.

Rare Species Occurrences/Natural Areas

WisDNR's Natural Heritage Inventory program maintains data on the general location and status of threatened or endangered plant and animal species and natural communities and species of special concern. To find out if a proposed project may impact rare species, developers may request from WisDNR an Endangered Resources Review. Through this process WisDNR will identify for the applicant rare species, high-quality natural communities, and significant natural features in or near the proposed project area.

Occurrences of aquatic endangered species in the City can be found in the southeastern portion of the City around Trippe Lake. More specific information on location and type of species is available from the State's Bureau of Endangered Resources.

State Natural Areas/Wildlife Areas

State Wildlife Areas are intended to preserve wild lands for hunters, trappers, hikers, wildlife watchers, and all people interested in wildlife preservation and recreation. Furthermore, these areas help protect and manage important habitat for wildlife and help prevent draining, filling, and destruction of wetlands and the private blocking of important waterways, game lands, and lakes. Whitewater is fortunate to be located in an area surrounded by numerous state natural and wildlife areas:

- The Southern Unit of the Kettle Moraine State Forest consists of 21,000 acres forest land of parallel, steep-sided ridges, conical hills, kettle-like depressions, and flat out-wash plains. Recreational activities in

the forest include bicycling, hiking, camping, swimming, nature study, horseback riding, cross-country skiing, hunting, and fishing.

- Bluff Creek Natural Area is located approximately three miles southeast of the City of Whitewater. Bluff Creek features a series of springs and seepage slopes that originate at the base of a morainal ridge. Bluff Creek is also home to numerous rare plant and animal species including tussock bulrush, beaked spike-rush, false asphodel, prairie straw sedge, Ohio goldenrod, slender bog arrow-grass, and the state-endangered queen snake.
- Clover Valley Fen features a series of peat mounds that were formed about 11,500 years ago by accumulations of partially decayed vegetation around slowly flowing springs. Clover Valley Fen and camping area is located south of the City of Whitewater.
- Lima Marsh Wildlife Area, located to the southwest of the City in the Town of Lima in Rock County, is a 2,048-acre park consisting of emergent marsh, restored prairie, and remnant tamarack swamp. Restoration of the Lima Marsh began in 1956, as a Federal Fish and Wildlife Restoration project. Recreational activities include bicycling, berry picking, wildlife viewing, hunting (waterfowl, deer, pheasant), trapping, and bird watching.
- Prince's Point Wildlife Area is located off of County Highway D three miles northeast of the City of Whitewater. This wildlife area consists primarily of riparian wetlands associated with the confluence of Spring Creek, the Scuppernong River, and the Bark River. Activities at Prince's Point include cross country skiing, snowmobiling, hiking, trapping, hunting (waterfowl, pheasant, deer, turkey), canoeing, fishing, wildlife viewing, bird watching, and berry picking.
- The Koshkonong Wildlife Area, located to the northwest of the City, is a large marsh, just west of Highway 26 along the mouth of the Rock River. It encompasses 844 acres and is home to waterfowl, deer, turkey, pheasants, grassland songbirds, and sandhill cranes. A boat ramp is available on Groeler Road under the Highway 26 Bridge. Snowmobiling, cross-country skiing, and bird watching are other activities. The WisDNR also has a boat ramp and a small natural area on Vinnie Ha Ha Road providing access to the Wildlife Area.

Glacial Heritage Area Project

The Glacial Heritage Area Project is an effort led by the WisDNR to establish a network of conservation areas, recreational facilities, and recreation trails in the Glacial Heritage Area in Southeastern Wisconsin. This area is centered on western Jefferson County, but includes portions of Dane County, Dodge County, Rock County, and Walworth County—including Whitewater. The primary goal of the project is to help meet the demand for outdoor, nature-based, land and water recreational activities by setting aside lands for hiking, biking, wildlife watching, camping, horseback riding, hunting, fishing, boating, and other activities. The portion of Southeastern Wisconsin that is known as the Glacial Heritage Area already boasts one state park, 11 large State Wildlife Areas, 12 State Natural Areas, the Glacial Drumlin and Glacial River trails, numerous county parks, and lands owned by private conservation groups. These resources provide the foundation for establishing an intricate network of “strings and pearls,” in which conservation areas and parks represent the “pearls” and trails represent the “strings.”

This project also seeks to directly connect these outdoor recreational resources with the numerous communities located within the Glacial Heritage Area. The northern portion of the City of Whitewater is located within the project's study area. The Glacial Heritage Area Proposed Plan identifies a future linking trail along Whitewater Creek connecting Whitewater with Fort Atkinson and eventually continuing all the way up to Lake Mills.

Natural Resource Goals, Objectives, and Policies

Goal

Preserve our natural resources—including Whitewater Creek, the two lakes, and the Kettle Moraine—to support the strength of the economy, local quality of life, and the health of natural communities in and around Whitewater.

Objectives

1. Continue to recognize how significant natural features such as the Whitewater Creek, Cravath Lake, and Trippe Lake help to shape Whitewater's character and identity.
2. Protect natural features including wetlands, rivers, woodlands and mature specimen trees, wildlife habitats, and other environmentally sensitive areas, consistent with state and federal laws.
3. Protect groundwater and surface water quality, specifically associated with the lakes and Whitewater Creek.
4. Link natural resource preservation with recreational opportunities, economic health, and a broader approach to community sustainability.
5. Work with surrounding towns; Walworth, Jefferson, and Rock Counties; non-profit land conservation agencies; property owners; and other interested parties on the long-term preservation of farmland and natural areas in mutually agreed areas.

Policies

1. Encourage a compact development pattern, mixed use development, infill, and redevelopment in the City to preserve open spaces and natural resources.
2. Utilize subdivision review, zoning, and official mapping authority to limit new construction in environmental corridors (see Map 5), archeological resources, and significant environmental features within the City's planning area.
3. Recognize that mapped environmental corridors are taken from generalized sources, and that actual conditions may vary. Refine the boundaries of environmental corridors as development projects are proposed near these areas, with refinements based on actual site conditions.
4. Use environmental corridors depicted on Map 5 to define the edges of development groupings, serve multiple natural and recreational functions (e.g., passive park sites), and enhance neighboring property.
5. Recognize that soil and bedrock conditions and location in certain areas may form constraints for the development that is anticipated by this *Plan*, which is particularly challenging in

CITY'S INVOLVEMENT IN STATE AND NATIONAL SUSTAINABILITY INITIATIVES

In 2005, the City of Whitewater signed the U.S. Mayors Climate Protection Agreement. This agreement is intended to advance the principles of the Kyoto Protocol on a local level in order to address global climate change. The agreement commits the city to the following:

- Strive to meet or beat the Kyoto Protocol targets in the City, through actions ranging from anti-sprawl land-use policies to urban forest restoration projects to public information campaigns;
- Urge Wisconsin and the federal government to enact policies and programs to meet or beat the greenhouse gas emission reduction target suggested for the United States in the Kyoto Protocol (seven percent reduction from 1990 levels by 2012); and
- Urge the U.S. Congress to pass the bipartisan greenhouse gas reduction legislation, which would establish a national emission trading system.

In October 2009, the City took the additional step of passing a resolution to become a Wisconsin Energy Independent Community. Communities who pass this resolution commit to advancing the State's goal of generating 25 percent of its electricity and 25 percent of its transportation fuels from renewable resources by the year 2025.

and around Whitewater. Adjustments to private development plans may be necessary based on more detailed soil and environmental studies at the time of development.

6. Identify and protect rare, threatened, and endangered plant and animal species, relying on data provided by WisDNR and requiring identification of such species as part of development approvals (i.e., through completion of “site assessment checklist”).
7. Create a stormwater management system in accordance with the City’s stormwater management plan and ordinance; consistently enforce that ordinance; and make that ordinance more widely available and accessible to the public, developers, and property owners.
8. Promote the dedication and acquisition of park lands within and/or adjacent to natural areas, if consistent with the City’s Park and Open Space Plan.
9. Encourage neighborhood and site designs that are sensitive to and help connect nearby environmental features, and recognize the potential impacts from and to nearby farming.
10. Use low-impact street design techniques for roads crossing and adjacent to environmental corridors to minimize surface water pollution and runoff.
11. Protect groundwater quality by encouraging the clean-up of environmentally contaminated sites, monitoring uses that may cause contamination in the future, identifying and protecting wellhead protection areas for municipal wells, and maximizing infiltration in groundwater recharge areas.
12. Map wellhead protection areas for all City wells as part of the recommended update to the City of Whitewater Zoning Map (see Land Use and Implementation chapters).
13. Complete lake management plan for Cravath and Trippe Lakes and implement the recommendations from those plans (see more detailed recommendation later in this chapter).
14. Work to preserve and restore shoreline areas around Trippe and Cravath lakes and Whitewater Creek.
15. Discourage the establishment of new mineral extraction operations within the City limits, except where they are associated with a development project on the same site and are operated according to safe and clean standards.
16. Practice a program of community sustainability, including continued implementation of the City’s commitments under the Mayors Climate Protection Agreement (see sidebar above).

Natural Resource Programs and Recommendations

Build an Ethic of Progressive Surface and Ground Water Management



Various strategies may be used to mitigate stormwater runoff.

Generally, the best strategies are designed to manage runoff onsite, facilitating the infiltration of water back into the ground, or allowing it to evaporate back into the atmosphere. Such approaches typically decrease the quantity of runoff and improve the quality of the runoff that does end up in streams and lakes. The City encourages the following practices for addressing stormwater runoff:



Example of how native landscapes can be integrated into a development site to provide both aesthetic and stormwater management benefits.

- Maximize permeable surface areas. This technique focuses on reducing the impervious footprint of development sites and breaking up large paved areas with permeable surfaces and/or natural ground cover and vegetation. Where paved surfaces are necessary, these areas should be graded so they drain to infiltration areas. This approach also includes the incorporation of narrower street widths into neighborhoods, where possible, and the development of smaller lots, which are typically associated with less impervious surface per lot (e.g., less street frontage needed per lot).
- Preserve and enhance environmental corridors. Since the impacts of stormwater runoff are far more effectively managed by natural systems, such as wetlands and forest ecosystems, than by pervious ground cover that has been altered by construction or other human impacts such as lawns, the preservation of environmental corridors will go a long way in mitigating stormwater impacts.
- Install native landscaping. Natural landscapes and vegetation are far better at managing stormwater than manicured groundcover or grounds that have been altered by construction. To save dollars on lawn maintenance and provide better stormwater management, native vegetation and landscaping (e.g., prairie, wetland, woodland) can be installed on appropriate sites.
- Consider unique infiltration and retention areas. Where stormwater basins are necessary to effectively manage runoff, such basins and associated conveyance routes should be carefully integrated into the surrounding development pattern and should incorporate native/natural edge vegetation whenever possible to ensure the aesthetic and functional integrity of the site. Aside from more traditional techniques like stormwater basins, other possible infiltration techniques include:
 - *Rain gardens.* A rain garden is a landscaping feature that is designed, located, and installed for the purposes of capturing stormwater runoff and allowing it to infiltrate back into the ground. The City may consider codifying rain garden design standards and allowing the construction of rain gardens to apply toward meeting City landscaping requirements, provided these features are installed in appropriate locations in the City.



Top: A rain garden located outside the Village of DeForest Municipal Center provides attractive landscaping, as well as a location for stormwater to filter back into the ground. A rain barrel has also been installed to directly collect rainwater from the roof.

Bottom: The Village takes advantage of an opportunity to educate the public by integrating educational signage into its rain garden.



- *Rain Barrels*: A rain barrel collects and stores the water that drains from rooftops to prevent it from running off-site. A hose can be connected to the barrel and the collected rain can be used to water the lawn or garden, or to wash the car. Barrels can also be set to slowly empty themselves, allowing the water to filter back into the ground. The City may actively promote this program and provide residents with information about how and where they can purchase their own rain barrels.
 - *Green (vegetated) roofs*: Green roofs effectively act like sponges, absorbing water from rain storms that would otherwise run off the roof. Green roofs also function as filters, removing pollutants from rainwater. The City will consider installing green roofs on new municipal buildings constructed in the future, and promote them in private developments.
 - *Vegetated buffer strips and berms*: Locating areas of vegetation either alone or in combination with landscaping berms around properties helps restrict the off-site flow of water. Also, the addition of organic material to soil aids in the decomposition and filtration of pollutants. The City may seek funds from programs that are designed to assist in efforts to protect and enhance surface water quality in key areas, such as near the Whitewater Creek and the lakes. Programs include the WisDNR Target Runoff Management Program and the WisDNR River Protection Grant Program.
 - *Grassy Swales*: Grassed swales function by slowing runoff as it comes off an impervious surface (such as a parking lot). The grassed swale can remove sediments and other pollutants and provides some infiltration into the soil. Still, grassy swales can be ineffective at absorbing and treating runoff during a large rain event.
- Enforce progressive construction site erosion control practices. Construction sites generate a significant amount of sediment runoff if not managed properly. Under current state laws, erosion control plans are required for all construction sites that are larger than one acre. Working with WisDNR, the City will consistently enforce erosion control ordinances and techniques for the protection and continued improvement of water quality. In particular, progressive erosion control systems should be components of new development sites. These techniques include providing silt fencing surrounding the construction project, minimizing the amount of land area that is disturbed throughout the construction process, and quickly reestablishing displaced vegetation.

URBAN DENSITY AND WATER QUALITY

Urban development has negative impacts on water quality by decreasing natural ground cover and increasing the amount of stormwater runoff that enters streams and lakes. Water bodies can become impaired when just ten percent of the adjacent land is impervious. As a result, some communities have concluded that lower-density development patterns will have less of an impact on water quality by spreading out development and allowing for more pervious surface around and between buildings, roads, driveways, and parking lots.

However, when the quantity of stormwater runoff in a given area is measured per building, versus per acre, higher density developments generate less stormwater runoff than lower density developments and consequently have less of a negative impact on the overall watershed.

Nevertheless, it should be recognized that with denser development comes localized increases in impervious surfaces, which, over time will contribute to the impairment of waterways. Therefore, in addition to promoting compact development patterns, communities should take additional measures to mitigate the impacts of stormwater runoff.

Source: USEPA report "Protecting Water Resources with Higher Density Development"

- Foster a compact, mixed use development pattern. The City intends to promote a compact development pattern, focusing on techniques that minimize the amount of land required for additional growth such as infill development, redevelopment, mixed use neighborhoods, and neighborhood design principles described in the Housing and Neighborhoods chapter. Not only will compact development benefit regional water quality (see “Urban Density and Water Quality” sidebar), but it will also facilitate walking and biking, help keep development out of agricultural and natural areas, and be less expensive to serve with public utilities and services.

Consider Different Approaches for Stormwater Management for Redevelopment Projects



By the year 2013, municipalities subject to the municipal stormwater permit requirements of NR 216 Wis. Admin. Code, which include the City of Whitewater, are required to implement a 40 percent reduction in the amount of total suspended solids found in stormwater runoff that enters “waters of the state,” when compared to a situation in which no controls would be used. This requirement is under NR 151.13 (2) Wis. Admin Code.

Meeting this requirement will not be easy and not be without significant City expense. To accomplish this directive and to preserve the City’s surface water and groundwater resources, the City will practice progressive stormwater management techniques and require these techniques of private developers, addressing both water quality and water quantity.

At the time this *Plan* was written, only development projects disturbing one acre or more of land in Whitewater were required to meet certain stormwater standards. However, many redevelopment projects in Whitewater involve less than one acre of disturbance and a significant percentage of development activity in Whitewater occurs as a result of redevelopment of previously-developed sites. The large number of redevelopment projects taken together will have a significant impact on stormwater quantity and quality in the City. Therefore, the City will consider amendments to its stormwater management ordinance to reduce the minimum threshold at which stormwater management is required for redevelopment projects and/or to establish unique water quality standards for redevelopment projects. The City, in consultation with its engineering consultant, will also consider other approaches for mitigating the cumulative effects of incremental increases in impervious surfaces in the City.

Protect and Refine Environmental Corridors

Preserving natural areas and environmentally sensitive lands provides significant ecological, recreational, and aesthetic benefits to a community. Such areas add considerably to the ecological integrity of a region, contribute to the aesthetic value of neighborhoods, offer natural stormwater management and flood control, and protect and improve water and air quality. In addition, these areas often consist of wetlands, floodplains, steep slopes, and other specific environmental features, which present severe limitations for development. At the time this *Plan* was written, SEWRPC had not yet updated its environmental corridors to account for recent changes in FEMA



Many undeveloped lands in and around the City are characterized by floodplains and wetlands.

floodplain and WisDNR wetland boundaries. For the purposes of this *Plan*, a “working environmental corridor” layer has been developed and mapped (see Map 5), and is comprised of the following features:

- Water bodies and wetlands as mapped in the WisDNR Wetlands Inventory, most recently amended in 2005. These are subject to regulations at several levels of government.
- FEMA designated floodplains. The County and City are required to limit development within the 100-year floodplain as shown on FEMA’s Flood Insurance Rate Maps, amended in 2014.
- Seventy-five-foot setbacks from navigable waters and well-defined drainageways.
- Lands with steep slopes of 20 percent or greater.

Under one or more of the following circumstances, the City intends to refine this “working environmental corridor” layer to assist in its review of development proposals and future *Comprehensive Plan* amendments:

- When SEWRPC updates its digital environmental corridor layer and provides it to the City. Note, however, that SEWRPC has not typically mapped environmental corridors located significantly beyond the designated Southeast Region (i.e., not in Jefferson or Rock counties).
- When more detailed study reveals that the characteristic(s) that originally resulted in its designation as an environmental corridor no longer exists, never existed, or exists in a different location or configuration on the site.
- When approvals from appropriate agencies are granted to alter a property so that the characteristic which resulted in its classification as an environmental corridor will no longer exist.
- When a mapping error has been identified.

Take a Leadership Role in the Clean-up of Trippe and Cravath Lakes



At the time this *Plan* was written, the City was in the process of preparing a lake management plan that would outline best management practices for improving water quality in Trippe and Cravath Lakes. The City’s process to evaluate the lakes was funded by a WisDNR Lake Management Planning Grant. A citizen survey administered in conjunction with the study suggested community-wide concern that the environmental quality of the lakes has degraded considerably in recent years, and that a more concerted and formalized effort should be made to restore the lakes.

One possible strategy being explored is the formation of a lake district. If formed, the lake district boundary might encompass the entire city and would be led by a five- to seven-member commission. The commission would be charged with developing and recommending a work plan to advance the clean up of the lakes, as well as an annual budget. Monies obtained through grants, donations, and a possible lake district tax could be used to fund lake clean up and maintenance.

In addition, the City will practice and require developers to practice a variety of progressive erosion control and stormwater management strategies, such as those identified above to help manage and treat stormwater as close to where it hits the ground as possible, thereby reducing the amount of water, pollutants, and sediment that enters the Whitewater Creek and the Lakes. This will also involve taking measures to reduce the amount of erosion occurring in Whitewater Creek.

Since the City of Whitewater is surrounded by active farmland, another significant source of lake pollutants is agriculture, more specifically fertilizers, pesticides, animal waste, and soil erosion. To the extent possible, the City will support the efforts of the surrounding towns; Walworth, Jefferson, and Rock counties; and UW-Extension offices to reduce soil erosion, nutrient runoff, and animal waste runoff from surrounding farms particularly those near the Whitewater Creek.

Design a Whitewater-specific Approach to Community Sustainability



Based on the recommendations in this *Plan*, the City will consider new ways to more

directly and proactively advance sustainability. This may involve partnering with the University to brainstorm and implement initiatives. Other organizations also offer advice in this area, including UW-Extension and 1000 Friends of Wisconsin. The City will consider opportunities to work with such organizations to identify a specialized approach to achieving its sustainability goals. Many local and regional “eco-municipality” movements (see sidebar) have also cropped up around the state, including several in Jefferson County. The eco-municipality movement is designed to achieve a more organized effort towards advancing sustainability. The City may consider evaluating how this movement has functioned in other nearby communities to identify opportunities to better organize its own initiatives.

WHAT IS AN ECO-MUNICIPALITY?

An eco-municipality is a community that has adopted *The Natural Step* framework as a guide to a more sustainable future. Using this framework, sustainability is defined by the following four system conditions:

In a sustainable society...

1. Nature is not subject to systematically increasing concentrations of substances extracted from the Earth’s crust;
2. Nature is not subject to systematically increasing concentrations of substances produced by society;
3. Nature is not subject to systematically increasing degradation by physical means; and
4. People are not subject to conditions that systematically undermine their capacity to meet their needs.

The Natural Step advises a bottom-up approach to community decision-making and emphasizes the value of educating residents and decision-makers about the benefits of sustainable practices. Instead of prescribing universal courses of action that all communities must follow to achieve sustainability, *The Natural Step* framework encourages communities to use a method called “back-casting.” Using this approach residents and decision-makers envision a future in which all of the above system conditions have been met, and then identify specialized ways to move toward achieving that vision.

Source: The Natural Step for Communities: How Cities and Towns can Change to Sustainable Practices, by Sarah James & Torbjorn Labti

Preserve and Enhance Whitewater’s Urban



Forest

The City recognizes the important value in preserving and enhancing Whitewater’s urban forests (see call-out box).

The community’s established neighborhoods boast beautiful tree lined streets and the City has been a member of Tree City, USA for 15 consecutive years. To preserve this important legacy, the City will continue to manage and maintain its urban trees and work with other partners such as UW-W to enhance and expand the size and diversity of forested areas, as well as opportunities to utilize such areas for education, recreation, and rejuvenation.



Whitewater’s neighborhoods boast beautiful tree-lined streets.

WHY PRESERVE URBAN FORESTS?

An urban forest is comprised of all the trees and associated vegetation and ecosystems found in an urban area. Urban forests are, by their very nature, characterized by the unique interaction between the natural world and the man-made environment. In 2001, it was estimated that urban trees covered approximately 25 percent of Wisconsin's urban areas. Interestingly, this is somewhat lower than in other Midwest States (30 percent in Michigan, 37 percent in Minnesota, and 34 percent in Illinois). The City of Whitewater wishes to preserve and enhance its urban forest amenities, recognizing that higher percentages of tree and vegetative cover in urban areas are associated with tremendous benefits to the community. These benefits include the following:

- Enhancements to air quality
- Management of stormwater runoff and flooding
- Reductions in ambient noise levels
- Improvements in water quality
- Preservation of wildlife habitat
- The moderation of ambient temperature
- Reductions in energy use
- Contributions to community aesthetics
- Increases in property values
- Opportunities for recreation
- Enhancements in the connections between people with the natural environment
- Opportunities for education
- Enhancements in overall human well-being

Source: People and Trees: Assessing the US Urban Forest Resource. David J. Nowak, Mary H. Noble, Susan M. Sisinni, John F. Dwyer. 2001. Journal of Forestry. 99(3)

Map 3: Natural Features

NATURAL FEATURES

WHITEWATER, 2017



Land Features

- 12 - 20% Slopes
- Greater Than 20% Slopes
- Forest & Woodland

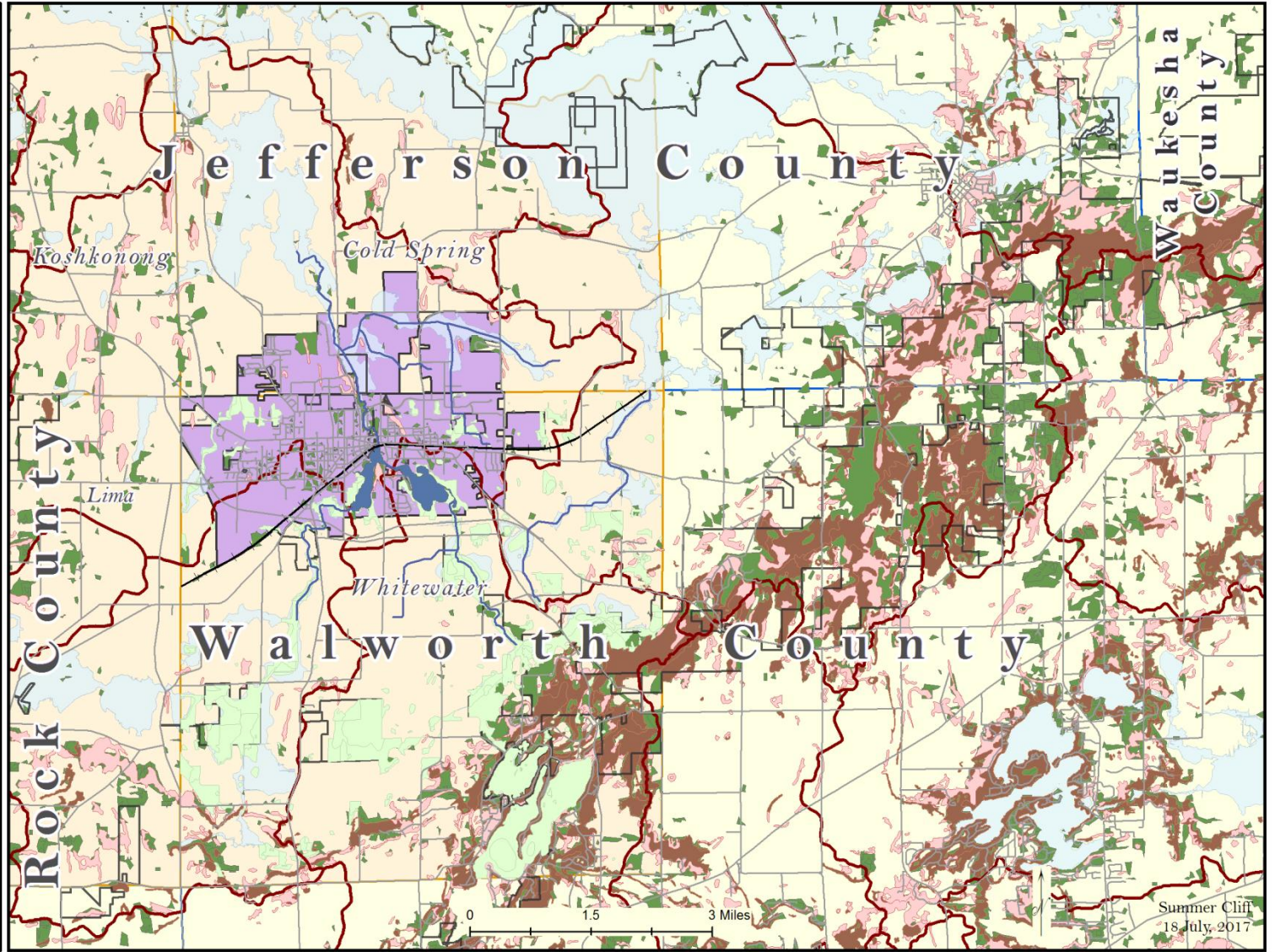
Water Features


- Rivers
- Lakes
- Wetlands
- Floodplain
- Watershed Boundary

Political Features

- Roads
- Railroad
- Parks
- City of Whitewater
- Townships
- Counties

Source: USDA NRCS, 2002, USGS, 2016
US Census Bureau, 2009



	<h2>CDA Agenda Item</h2>
<p>Meeting Date:</p>	<p>10-19-2023</p>
<p>Agenda Item:</p>	<p>Discussion regarding housing strategy going forward.</p>
<p>Staff Contact (name, email, phone):</p>	<p>Bonnie Miller, CDA Administrative Assistant bmiller@whitewater-wi.gov 262-473-0149</p>

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

The attached recently-updated maps and materials are utilized by City Staff to promote economic development in Whitewater and are being provided for your information.

- 2021 TID Map.
- The City-Owned Lots Map depicts all City-owned parcels currently being marketed for sale.
- The Potential Development Sites map reflects both City-owned parcels and vacant land parcels that have been identified by Staff as potential privately-owned development parcels. The corresponding spread sheet provides basic information as to zoning, acreage, etc. for each parcel on the map.
- The Starin Road Concept Plan is utilized to promote the sale of the City-owned residential parcel frequently referred to as “Hospital Hill.”
- R1-S small Lot Housing Diagram.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS
(Dates, committees, action taken)

These materials, along with other promotional materials about what Whitewater has to offer, were provided in a folder at the Walworth County Housing Summit in September. We were the only community that set up a table to promote our City at the Summit and our information was well received.

FINANCIAL IMPACT
(If none, state N/A)

STAFF RECOMMENDATION

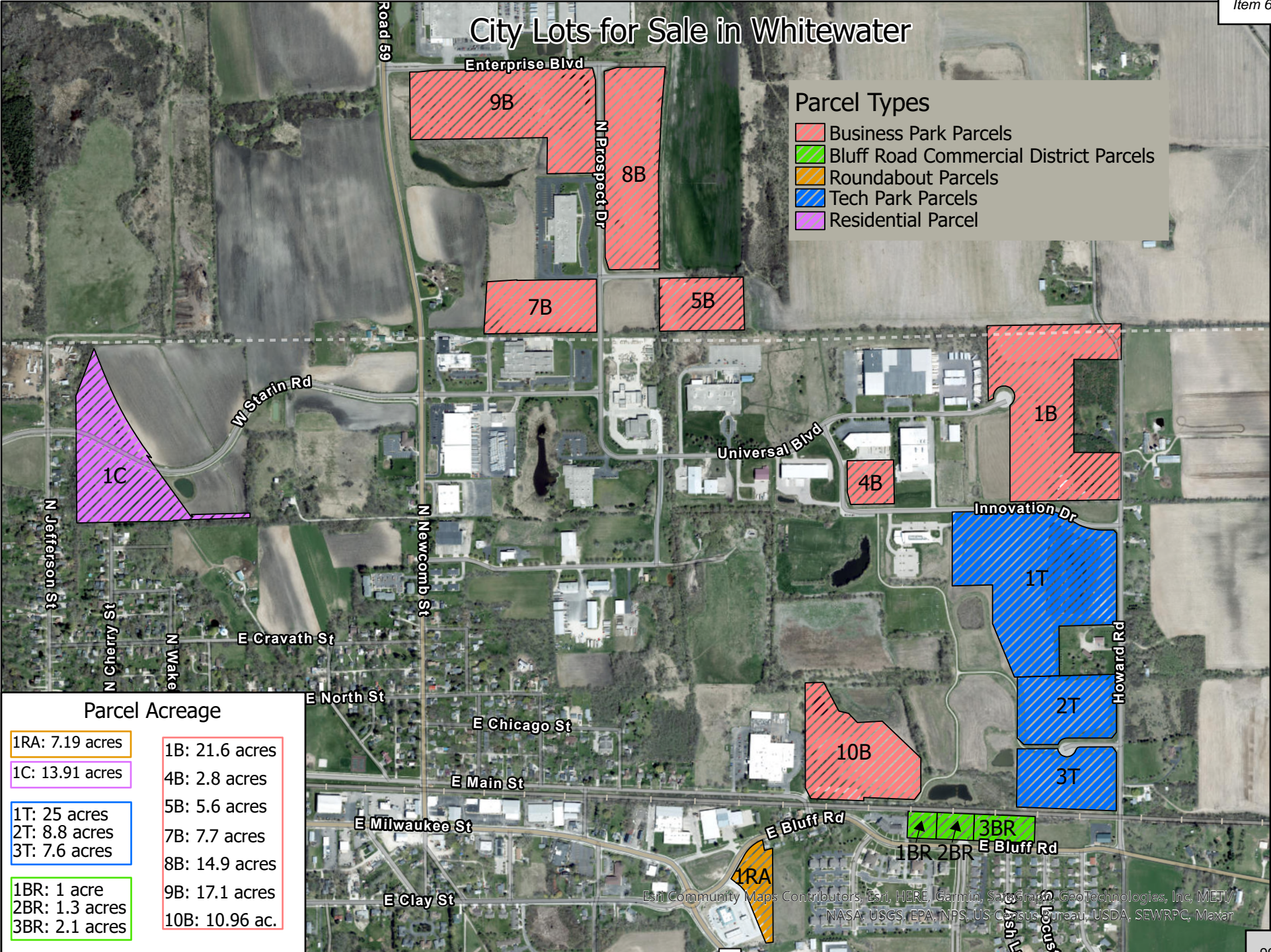
ATTACHMENT(S) INCLUDED

- Map of City-Owned Lots for Sale (Updated. 09/2023)
- Map or Potential Development Sites (Updated 10/2023)
- Starin Road Concept Plan & Marketing Information (Updated 09/2023)
- TID Map (Created in 2021 & enhanced 10/2023)
- R1-S Small Lot Housing Diagram

City Lots for Sale in Whitewater

Parcel Types

- Business Park Parcels
- Bluff Road Commercial District Parcels
- Roundabout Parcels
- Tech Park Parcels
- Residential Parcel



Parcel Acreage

1A: 7.19 acres	1B: 21.6 acres
1C: 13.91 acres	4B: 2.8 acres
1T: 25 acres	5B: 5.6 acres
2T: 8.8 acres	7B: 7.7 acres
3T: 7.6 acres	8B: 14.9 acres
1BR: 1 acre	9B: 17.1 acres
2BR: 1.3 acres	10B: 10.96 ac.
3BR: 2.1 acres	

Esri Community Maps Contributors, Esri, HERE, Garmin, Swire, GeoTechnologies, Inc, METI, NASA, USGS, EPA, NPS, US Census Bureau, USDA, SEWRPC, Maxar



Potential Development

October 2023

TAX PARCEL KEY

1: /A373900004
 2: /A 71200002
 3: /WUP 00298

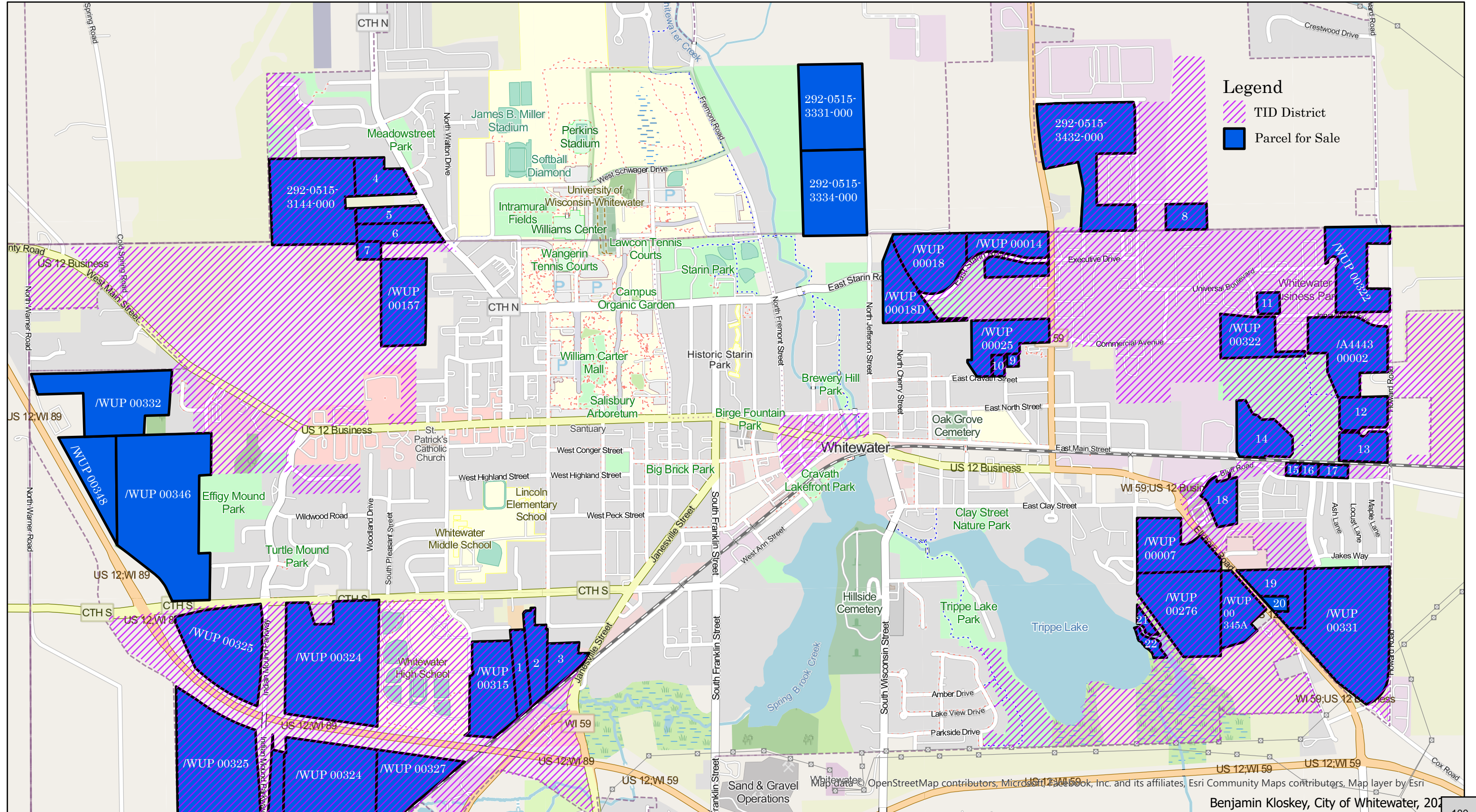
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 7: /WUP 00359

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 9: /DAJ 00008
 10: /DAJ 00009
 11: /A455500001
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 22: /WUP 00276

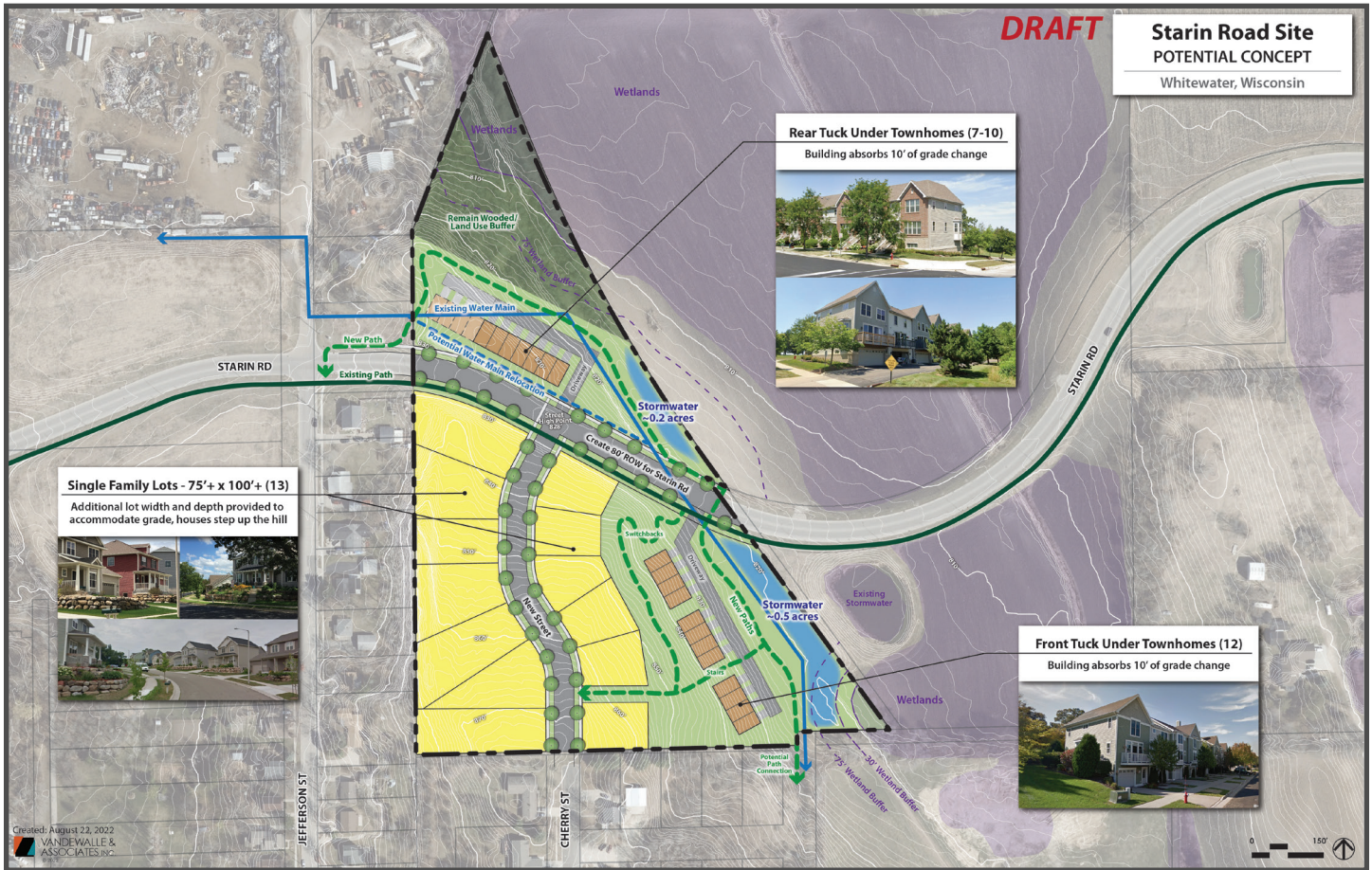
Item 6.



Legend

- TID District
- Parcel for Sale

STARIN ROAD RESIDENTIAL DEVELOPMENT WHITEWATER, WI



ABOUT THE SITE

Price / Acre: \$29,000 **Acres:**

13.68

Ownership:

City of Whitewater

Zoning: R-2, 1 & 2 Family

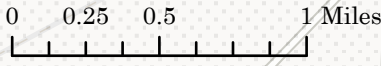
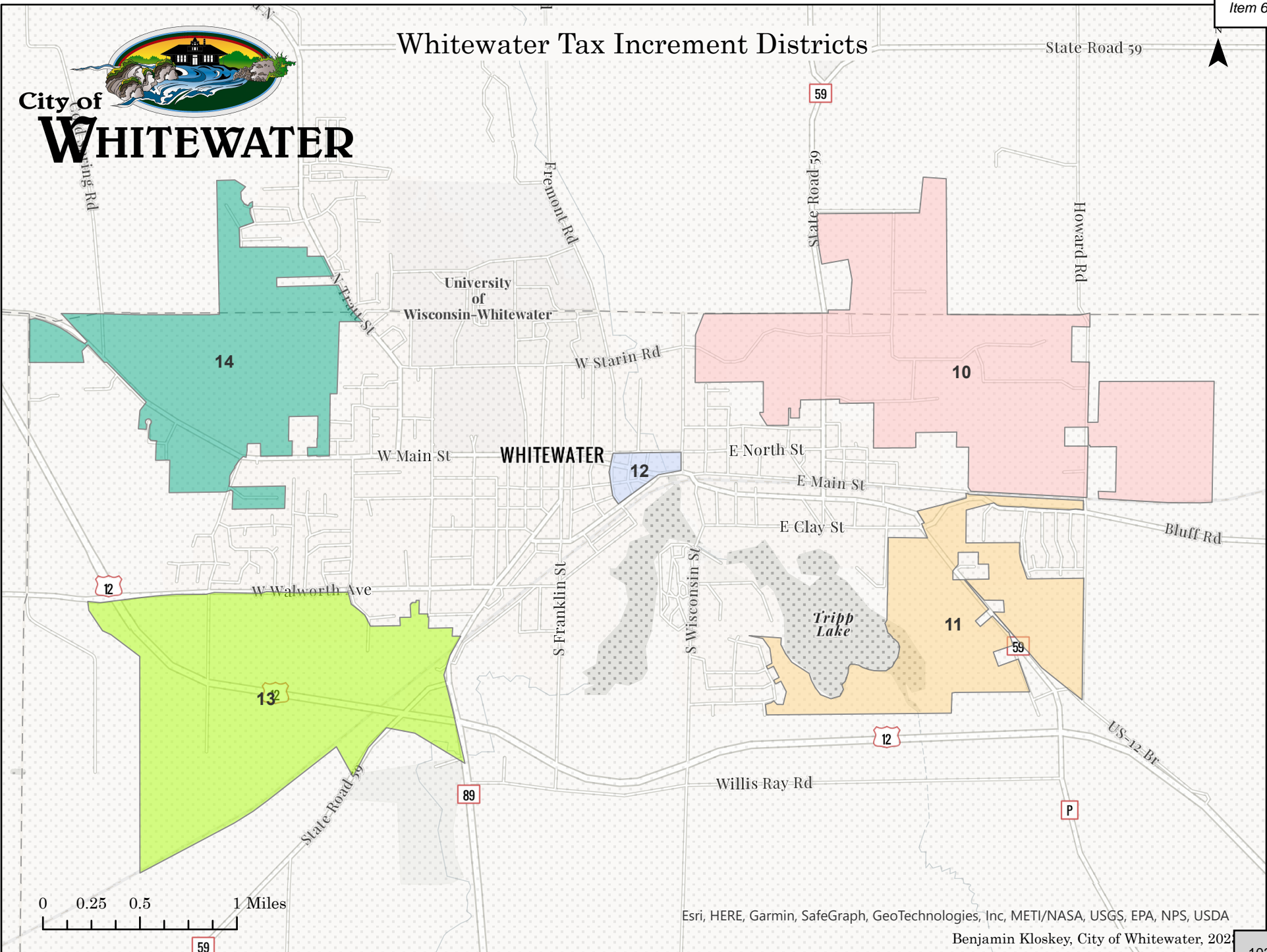
Res.

The City of Whitewater has a need for affordable, professional housing. They have extended a TIF District, and have over \$2 Million available to support affordable housing development within the City.

City Council has reduced the minimum lot size to 6,000 sf and minimum single family home size to 850 sf.



Whitewater Tax Increment Districts



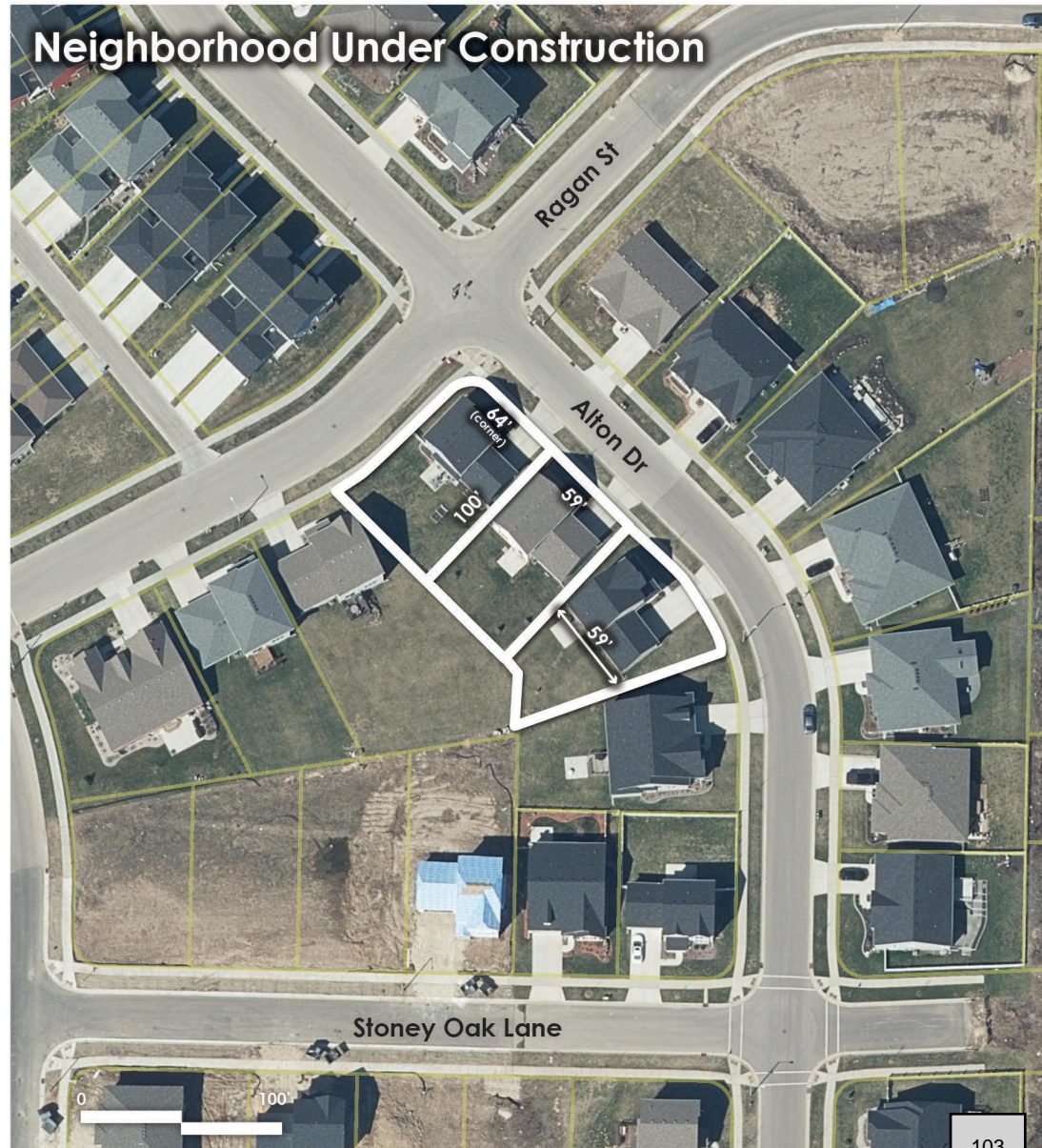
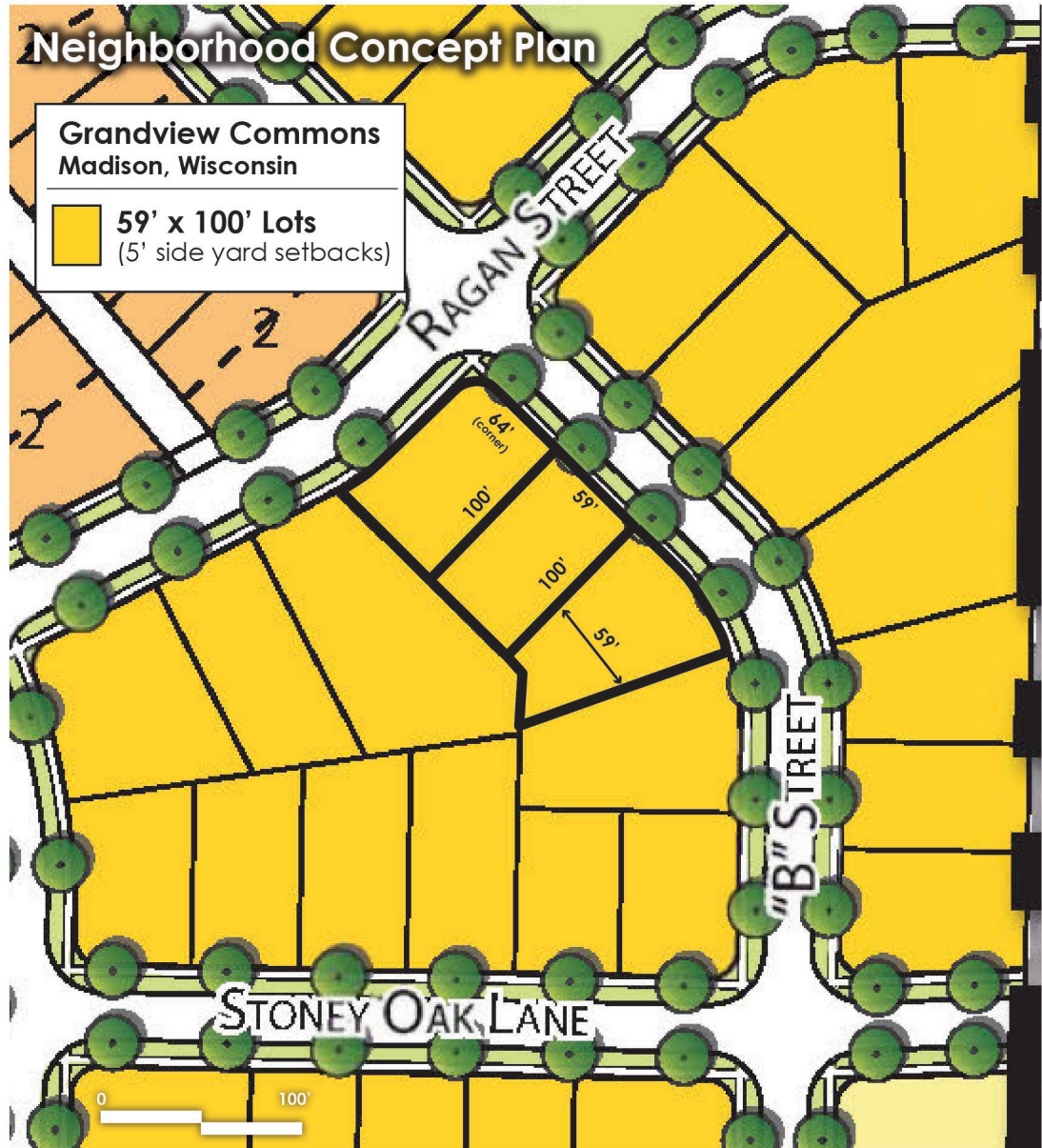
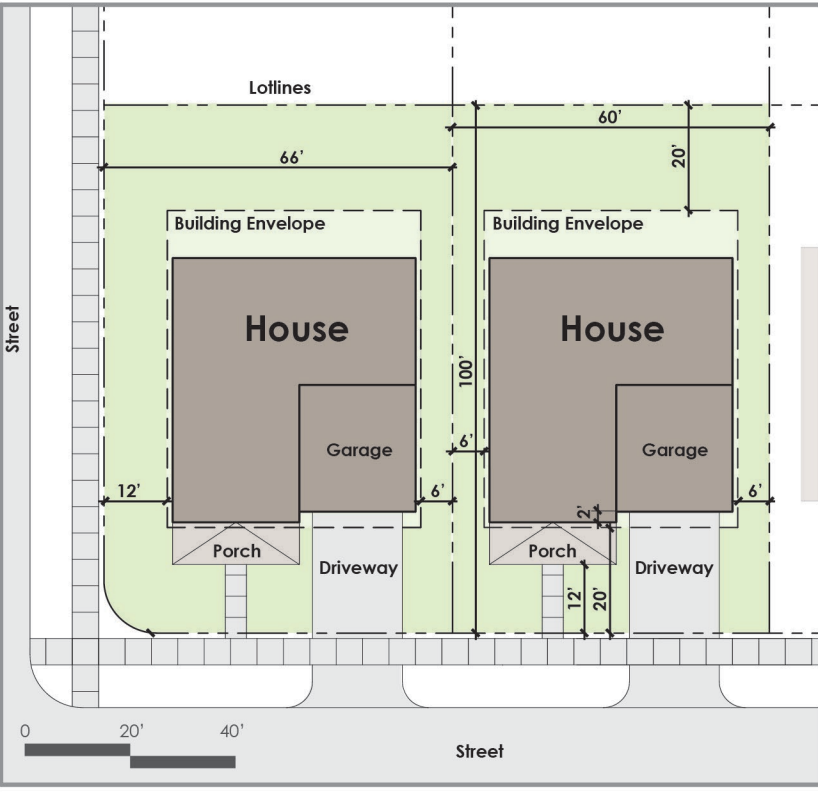
Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA


Benjamin Kloskey, City of Whitewater, 202

Whitewater, Wisconsin

Single Family Residential Small Lot – R1-S

- 6,000 square foot lot
- 60' minimum width
Corner Lot: 66' minimum width
- 100' depth
- Setbacks:
 - Front Yard: 20'
 - Porch: 12'
 - Side Yard: 6'
 - Corner Side Yard: 12'
 - Rear Yard: 20'
- House Width: 24-28'
- Garage Width: 20-24'
(max. 50% of front facade)
- Garage Setback: 2' setback
from front facade of house



 <p>City of WHITewater</p>	<h2>CDA Agenda Item</h2>
Meeting Date:	10-19-2023
Agenda Item:	Update and discussion regarding status of CDA Loan to Fine Food Arts LLC (The Black Sheep)
Staff Contact (name, email, phone):	Bonnie Miller, CDA Administrative Assistant bmiller@whiewater-wi.gov 262-473-0149

BACKGROUND

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

On 12/29/2021, Fine Food Arts LLC entered into a Loan Agreement with the CDA in the sum of \$30,000 plus loan administration fees and costs incurred by the CDA. A Promissory Note was executed by Jay Stinson on behalf of Fine Food Arts, LLC in the sum of \$31,810, together with interest at the rate of 5.0% per annum, with payments being due and owing in the sum of \$951.72 per month for 42 months, with the first such payment being due and payable on 06/29/2023. Pursuant to the terms and conditions of the Loan Agreement, in the event Borrower ceases the active conduct of its business operations at the Facility (defined as 210 W. Whitewater Street) and such cessation of business continues for an un-interrupted period in excess of forth-five (45) days or exists for period which total in excess of sixty (60) days within any twelve (12) month periods, the entire outstanding balance of the loan shall become immediately due and payable at the option of the CDA. Based on information obtained by the CDA, Fine Food Arts ceased the active conduct of its business operations at the Facility on or before 10/03/2022 and has not recommenced such business.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

On 12/21/2022, the CDA sent a certified letter to fine Food Arts LLC to the attention of Jay Stinson which contained a Notice of Acceleration of Full Amount of Loan and Demand for Payment in Full. The letter was sent to Mr. Stinson at 221 W. Whitewater Street, Whitewater, WI 53190 and to 625 Waters Edge Drive, Whitewater, WI 53190. USPS subsequently forwarded that certified letter to 741 Myrtle Way, Apt. 200, Janesville, WI 53545-9120. Anne Stinson accepted delivery of that letter at the Janesville address on behalf of Jay Stinson on 12/20/2022.

FINANCIAL IMPACT

(If none, state N/A)

As of 09/30/2023, Mr. Stinson has not communicated with the City or the CDA, and no payments have been received by the City or the CDA from Mr. Stinson. The current balance of principal and interest is due in the sum of \$_____.

STAFF RECOMMENDATION

Staff is requesting direction regarding any action the Board deems would be in the best interest of the CDA in pursuing collection of this debt.

ATTACHMENT(S) INCLUDED

Copy of Certified Letter Dated 12/01/2022.

COPY



December 1, 2022

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Fine Food Arts LLC d/b/a Black Sheep
 Attn: Jay Stinson
 210 W. Whitewater Street
 Whitewater, WI 53190

Fine Food Arts LLC
 Attn: Jay Stinson
 625 Waters Edge Drive
 Whitewater, WI 53190

Re: Community Development Authority of the City of Whitewater, Wisconsin
 Fine Food Arts LLC \$31,810 Action Fund Loan Dated December 29, 2021

Notice of Acceleration of Full Amount of Loan and Demand for Payment in Full

Dear Mr. Stinson:

On December 29, 2021, Fine Food Arts LLC d/b/a The Black Sheep (“Fine Food Arts”) entered into a Loan Agreement with the Community Development Authority of the City of Whitewater, Wisconsin (“CDA”), and, pursuant to the Loan Agreement, executed and delivered a Promissory Note from Fine Food Arts payable to the order of the CDA in the principal sum of \$31,810. The Loan Agreement is incorporated in its entirety into the Promissory Note, as provided for in paragraph 2 of the Promissory Note. Paragraph 10 of the Loan Agreement provides that, in the event Fine Food Arts, as the Borrower, ceases the active conduct of its business operations at the Facility in the City of Whitewater, and such cessation of such business continues for an un-interrupted period in excess of forty-five (45) days or exists of periods which total in excess of sixty (60) days within any twelve (12) month period, the entire outstanding balance of the loan shall become immediately due and payable at the option of the CDA.

Based upon the information obtained by the CDA, Fine Food Arts ceased the active conduct of its business operations at the Facility in the City of Whitewater on or before October 3, 2022 and since that time, has not recommenced active conduct of its business operations at the Facility in the City of Whitewater. The cessation of Fine Food Arts business operations at the Facility in the City of Whitewater has now continued for an un-interrupted period in excess of forty-five (45) days, and, accordingly, the CDA has the option to, and hereby notifies Fine Food Arts that it exercises its option to, declare the entire outstanding balance of the loan, together with interest, to be immediately due and payable.



Fine Food Arts LLC
December 1, 2022
Page 2

The full amount due and payable as of December 15, 2022 is \$33,350.25, consisting of \$31,810 principal, plus accrued interest at 5% per annum for 11 months, 15 days of \$1,550.25. The full balance of principal plus accrued interest of \$33,350.25 bears interest after December 15, 2022 at the rate of 7.5% per annum or \$6.95 per day for each day after December 15, 2022.

Demand is hereby made for payment in full of the \$33,365.25 balance of principal plus accrued interest through December 15, 2022, together with additional interest in the sum of \$6.95 for each day subsequent to December 15, 2022 until payment in full is received. In the event payment in full of principal and all accrued and accruing interest is received within thirty (30) days of the date of this letter, the CDA will then provide a separate statement for reimbursement to the CDA for its costs incurred in collection of this loan, which amount will be due within thirty (30) days of issuance of that statement. In the event full payment of all principal and accrued and accruing interest has not been received within thirty (30) days of the date of this letter, this matter will be referred to litigation legal counsel for further proceedings.

Since the Loan Agreement provides Fine Food Arts address for notification purposes as Fine Food Arts LLC, Attention: Jay Stinson, 210 W. Whitewater Street, Whitewater, WI 53190, one duplicate original of this notice and demand letter is being mailed to that address, as specified in the Loan Agreement, and, in addition, based upon the best available information as to a current mailing address for Fine Food Arts, a duplicate original of this notice and demand letter is also being mailed to Fine Food Arts LLC, Attention: Jay Stinson, 625 Waters Edge Drive, Whitewater, WI 53190 in a good faith effort attempt to ensure that this letter is actually delivered and received by Fine Food Arts LLC.

If you should have any questions regarding the foregoing, please contact:

Steve Hatton, Finance Director
shatton@whitewater-wi.gov
262-473-1380

Sincerely,

COMMUNITY DEVELOPMENT AUTHORITY OF
THE CITY OF WHITEWATER, WISCONSIN

By: 

Patrick Singer, Chairman

Attest: 

James D. Allen, Vice-Chairman

PAS/blm

cc: Wallace K. McDonell, Esq.
Steve Hatton, Finance Director

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

7020 1290 0001 8481 1400

Certified Mail Fee \$ _____

Extra Services & Fees (check box, add fee as appropriate)

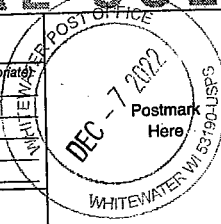
Return Receipt (hardcopy) \$ _____

Return Receipt (electronic) \$ _____

Certified Mail Restricted Delivery \$ _____

Adult Signature Required \$ _____

Adult Signature Restricted Delivery \$ _____



Postage \$ _____

Total Postage and Fees \$ _____

Sent To Jay Stinson

Street and Apt. No., or PO Box No. 741 Myrtle Way, Apt. 200

City, State, ZIP+4® Janesville, WI 53545-9120

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jay Stinson
741 Myrtle Way, Apt. 200
Janesville, WI 53545-9120



2. Article Number (Transfer from service label)
7020 1290 0001 8481 1400

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature [Signature] Agent Addressee

X

B. Received by (Printed Name) Anne Stinson C. Date of Delivery 12/10/22

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Insured Mail

Insured Mail Restricted Delivery (over \$500)

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Return Receipt for Merchandise

Signature Confirmation™

Signature Confirmation Restricted Delivery

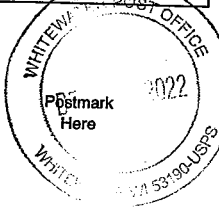
Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	4.00
Extra Services & Fees (check box, add fee as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.25
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	.57
Total Postage and Fees	7.82



Sent To
FINE FOOD ARTS LLC Attn. Jay Stinson
 Street and Apt. No., or PO Box No.
625 WATERS EDGE DR.
 City, State, ZIP+4®
WHITEWATER, WI 53190


PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7017 3040 0000 2853 1775

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
FINE FOOD ARTS LLC
ATTN. Jay Stinson
625 Waters Edge Dr.
Whitewater, WI 53190


 9590 9402 3687 7335 8455 82

2. Article Number (Transfer from service label)
7017 3040 0000 2853 1775

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee

B. Received by (Printed Name)
Jane Stinson

C. Date of Delivery
12/10/22

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery

Red Mail
 Red Mail Restricted Delivery (r \$500)

7017 3040 0000 2853 1782

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	4.00
Extra Services & Fees (check box, add fee as appropriate)	
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ 3.25
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	0.57
Total Postage and Fees	7.82



Sent To Fine Food Arts LLC
 Street and Apt. No., or PO Box No. 210 W. WHITEWATER ST.
 City, State, ZIP+4® WHITEWATER, WI 58190

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions