



# Common Council Meeting

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

**Tuesday, August 19, 2025 - 6:00 PM**

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

Please click the link below to join:

<https://us06web.zoom.us/j/84476739931?pwd=bZ8YcXgck4NbbRbzSfjGLjd4rdtpE6.1>

**Telephone:** +1 (312) 626-6799 US

**Webinar ID:** 844 7673 9931

**Passcode:** 960572

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

### **PACKET MODIFIED TO ADD HANDOUT TO ITEM #1.**

#### CALL TO ORDER

#### ROLL CALL

#### PLEDGE OF ALLEGIANCE

#### APPROVAL OF AGENDA

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

#### GUEST SPEAKER

1. Kim Adams from the Whitewater Arts Alliance.

#### CONSENT AGENDA

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

2. Approval of Common Council Meeting Minutes from August 5, 2025.
3. Alcohol Licensing Committee meeting minutes from July 10, 2025.
4. Plan and Architectural Review Commission Meeting Minutes from July 14, 2025.

- [5.](#) Landmarks Commission meeting minutes from July 2, 2025.
- [6.](#) Public Works Committee Meeting Minutes from July 8, 2025.
- [7.](#) Public Arts Commission Meeting Minutes of May 1, 2025 and June 5, 2025.
- [8.](#) Amendment No. 1 to Strand Task Order 24-08, Jefferson Street Reconstruction.
- [9.](#) Listing Wastewater Department portable generator on Wisconsin Surplus Auction site.
- [10.](#) State/Municipal Financial Agreement for curb ramp improvements along State Highway 59 (Newcomb Street).
- [11.](#) Strand Task Order 25-08, Water Supply Service Area Plan.
- [12.](#) TDS update on Government Channel.

#### CITY MANAGER REPORT

- [13.](#) City Manager Report.

#### STAFF REPORTS

- [14.](#) Update on Housing and Strategy- **Economic Development Director**

#### HEARING OF CITIZEN COMMENTS

*No formal Council 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 Council 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.***

#### RESOLUTION

- [15.](#) A Resolution deeding land (lots /A503200001 and A/503200002) at 1222 & 1242 E Bluff Rd, to the CDA - **Economic Development Director**
- [16.](#) Resolution to accept offer to purchase /A503200001 and A/503200002 at 1222 & 1242 E Bluff Rd- **Economic Development Director**

#### CONSIDERATIONS

- [17.](#) Discussion and Possible Action regarding a possible Referendum question to form a Lakes District. -**City Manager**
- [18.](#) Discussion and Possible Action regarding Accurate Assessor Contract- **Finance**
- [19.](#) Discussion and Possible Action regarding Community Involvement & Cable TV Commission dissolution & transfer duties to EOC- **Chief of Staff**
- [20.](#) Discussion and possible action regarding the recommendation from Landmarks Commission regarding the Starin Park Water Tower. - **Landmarks**



- [21.](#) Discussion and Possible Action regarding Request for Proposal for City Engineering Services.- **Public Works**
- [22.](#) Discussion and Possible Action regarding the Netwurx Water Tower Space/Lease Agreement.- **Public Works**
23. Councilmember Requests for Future Agenda Items or Committee items. Questions

#### **FUTURE AGENDA ITEMS**

24. Fire Department Presentation.- **Q3**
25. Survey Updates - **Q3**
26. Rezone of Lincoln, Washington, and Whitewater High schools- **Q3**
27. Cigarette, Tobacco, Electronic Vape license hearings held at ALC- **Schanen Q3**

#### **ADJOURNMENT**

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

**2023-2025 City of Whitewater's 5 strategic goals: Build single-family homes, Communicate with the community without the newspaper, Support a thriving business community, Recruitment and retention efforts with a focus on diversity, and Prioritization of expenditures with available resources.**

# WHITEWATER ARTS ALLIANCE

*“Celebrating the Arts and Creating Community!”*



**Presentation to  
Whitewater Common Council**

**August 19, 2025**

**Kim Adams, Gallery Director**



# INTRODUCTIONS

---

- Introductions—Kim Adams and other WAA Board Members
- Celebrating Year-Long 20<sup>th</sup> Anniversary!
- Aiming to share our story
- Working to broaden our reach
- All are welcome!
- *Mascot on Main*—WAA video





# MASCOT ON MAIN—WAA VIDEO

- Play One-Minute YouTube Video—  
<https://youtu.be/ywuoVty2MGg>





# AN OVERVIEW

- Overview of WAA Progress—physical building, programming, fundraising, collaborations, school and student connections, memberships...
- Annual Report—2024 (record numbers in several areas)
- Promotional Items (including membership brochures and new T-shirts)





# MISSION AND VISION

---

- The mission of the Whitewater Arts Alliance, Inc. is to support, promote, and develop the arts as an essential and integral part of our community.
- Our Brand Slogan—  
“Celebrating the Arts and Creating Community!”





# A LEGACY OF CREATIVITY— OUR HISTORY (FOUNDED IN 2005)

- Overview of WAA Progress—  
physical building, programming,  
fundraising, collaborations,  
programming, school and student  
connections, memberships...



Free and  
low-cost  
workshops  
and other  
programs.

Open to All!



# OUR TEAM

- Current Officers:
  - **Jeff McDonald**, President
  - **Mary Nevicosi**, Vice President
  - **Kristen Burton**, Treasurer
  - **Camden Harlan**, Recording Secretary
  - **Lesley Mollner**, Volunteer Chair



And many  
student  
volunteers!



# OUR TEAM (ALWAYS RECRUITING!)

- Current Board Members:

- **Jennalee Johnson**
- **Emily Painter**
- **Dwight Watson**
- **Katy Wimer**
- **Open Positions**
- Many amazing docents are also a part of our team!
- **Gallery Hours: Thursdays-Sundays, 12pm-4pm**





# 20<sup>TH</sup> ANNIVERSARY CELEBRATION/GALA



- Special Events and Activities Throughout 2025—including our “Painting with the Whitewater Stars” event on July 11 (with 12 stars and 12 coaches) and our “Paint Wisconsin” / Gala Event on August 8 (with 212 in attendance)!
- Collaboration with many businesses and organizations, and especially Roberta’s Art Gallery at UW-W.





# 20<sup>TH</sup> ANNIVERSARY CELEBRATION

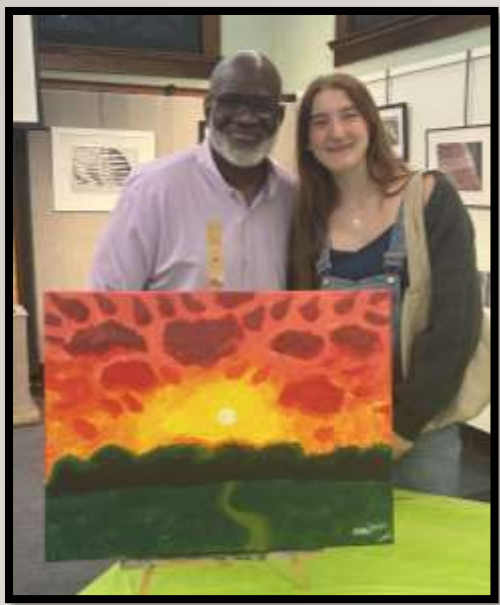
- “Paint Wisconsin” Exhibition—a tribute to Marilyn Fuerstenberg—an extensive collaboration with Roberta’s Art Gallery on UW-W Campus.



WHS Class of 1961 helped with generating seed money for the exhibition and Marilyn Legacy Campaign.



# “PAINTING WITH THE WHITEWATER STARS”





# PUBLIC ART PROJECTS

---

- Caryl Yasko Public Art Fund—Launched in December 2024.

Three founding members and 40 others were a part of our float. The WAA received the **Christmas Spirit Champion Award** for the 2024 Christmas Parade!





# PUBLIC ART PROJECTS

- Retrospective Display in Summer/Fall 2024
- Collaboration and participation on City Public Art Committee
- Highlighting the “The Prairie Tillers” Mural and other public art in the City



Impact on beautifying the community and on tourism!



# HIGHLIGHTING OUR SPACES

(CAC AND FLAT IRON PARK)

- Three Gallery Spaces and Flat Iron Park. Exhibitions, Workshops, Savory Sounds, and More!





# HIGHLIGHTING OUR SPACES

---

- Calendar of Events—  
check out our website:





# COMMUNITY CONNECTIONS

- Collaboration with Whitewater Chamber and Discover Whitewater Tourism, etc.
- Collaboration with Studio 84
- Collaboration with UW-Whitewater Departments and Student Organizations
- Savory Sounds Concert Series
- Collaborations with Fairhaven and Mulberry Glenn, and many others!



Economic and cultural impact on the community!



# COMMUNITY CONNECTIONS

- A Variety of Programming
- “Be Kind” Programming
- Annual Members’ Show
- Native American Heritage and Latino Heritage Pop-Up Events
- Whitewater Storytelling Festival
- Book Signings
- Weddings/Celebrations of Life
- Holiday Parade and “Photos with Santa & Friends”





# FUNDRAISING—

## 501(C)3 STATUS

- Fundraising Efforts

- Art Sales
- Workshops
- Meat Raffle
- Culver's Nights
- Topper's Dough-Nation Nights
- Individual/Small Business/Corporate Sponsorships
- BINGO for the Arts
- Performance Nights (One-Act Plays, Small Concerts)
- Grant Writing
- Gala Event/Auction





# COMMUNITY SUPPORT

- Reaching out to community businesses, organizations, corporations, the city, schools and individual supporters
  - Aiming to become a sustainable organization.
  - Past four years, we have had to tap into our savings in order to keep our doors open.
  - We are hoping to turn the corner in 2026.
  - Membership Brochure—growing our membership and volunteer base is another key to our success and vitality.
  - We appreciate the support from the city!



## Member/Donor Opportunities

For those interested in supporting at a higher level, we offer Member/Donor memberships that combine standard membership with an additional donation. These options include various donation levels, and some allow for multiple memberships. If you're selecting an option with multiple memberships, please attach an extra sheet listing the necessary details for each additional membership.

**WAA Friend:** \$125  
Includes one individual membership

**Arts Advocate:** \$250  
Includes two individual memberships

**Arts Champion:** \$500  
Includes two individual memberships

**Arts Patron:** \$750  
Includes two individual memberships and additional recognition





**THANK YOU**

**QUESTIONS & IDEAS WELCOMED!**





# 2024 Annual Report

A Year of Renewal



This report narrates the story of our progress.

Presented by Kim Adams, Gallery Director  
a Board of Directors.

Item 1.

24

## A Letter From the Gallery Director

Greetings All,

*I'm honored to share an overview of the Whitewater Arts Alliance (WAA) from 2024. As I head into my second year as Gallery Director, it's easy for me to smile and say, "let's celebrate!" I'm a big believer in celebrating progress, and we have much to celebrate from the past 12 months!*

*We kicked off the year by gathering members and business partners to clean, organize, and paint the gallery space. This gave our South, Center, and North Galleries a fresh new look. We also developed a new slogan: "Celebrating the Arts and Creating Community!"*

*Our membership has grown since November 2023, and we plan for more membership growth in the new year. Over the past 12 months, we hosted or participated in 35 programs, including exhibitions, workshops, fundraisers, and community events. We connected with new partners in Whitewater, the surrounding communities and at UW-Whitewater, strengthening our community ties.*

*We secured a new six-year rental agreement with the City of Whitewater, providing stability for our future endeavors. We recruited new board members and elected officers, shifting our mind-set from "surviving" to "thriving." We also established several legacy campaigns, including the Marilyn Fuerstenberg Legacy Campaign, the Caryl Yasko Public Art Fund, and the John Dynkowski Legacy Campaign.*

*Our online presence was enhanced with website updates and increased activity on Facebook. We designed a monthly forecast poster and collaborated with a UW-Whitewater student to create a promotional video. We established working committees and formalized our fundraising campaign. Planning for our 20th Anniversary in 2025 is already underway, promising an exciting year of celebrations.*

*We experienced record attendance and sales at several events, marking a successful year overall. Together, we have accomplished so much, but there's still work ahead. Members and volunteers are the lifeblood of our organization. We need to recruit more members to help us celebrate the arts and work towards financial sustainability. I invite you to join us at our events in 2025 and be an active part of helping the arts thrive in Whitewater and the surrounding communities.*

Thank you,

Kim Adams



*The mission of the Whitewater Arts Alliance, Inc. is to support, promote, and develop the arts as an essential and integral part of our community.*



## The Year in Review

It was a fantastic year for the Whitewater Arts Alliance, filled with inspiring events, engaging workshops, and vibrant community activities. Our gallery was a creative hub, showcasing a variety of exhibitions from local and visiting artists. We hosted hands-on workshops, fun community events, and holiday celebrations, all fostering inclusivity and artistic expression. Each event invited our community to enjoy the arts and create lasting memories together.

### Art Exhibitions:

- A Mosaic Journey Through Color and Texture by Amy Weh
- Signs of Community by Lance Thomas
- Annual Exhibition by Whitewater Unified School District students
- Wisconsin Regional Artist Program (WRAP) Exhibition: Stories Through Art by WRAP and members with folks from Opportunities, Inc.
- The Beauty of Nature by Woody Olsen & Jennifer Alexander
- 15th Annual Fran Achen Juried Photography Exhibition
- Expressions in Paint, Pastel, and Pencil by Tom Jewell
- The Color of Love/El Color De Mi Amor by Rhonda Kolander & Enrique Esquipula
- Electric Eclectic IV Invitational Photography Exhibition by 19 photographers
- Studio 84: Past and Present by Studio 84 artists
- Annual Members' Show



### Workshops:

- Collage Workshop with Amy Weh
- Visualizing Your Wellness Workshop by Angie Alesci
- Acrylic Painting Workshop #1: Moon Rise by Rhonda Kolander
- Fall Luminary Workshop by Angie Alesci
- Acrylic Painting Workshop #2: Ocean Scene by Rhonda Kolander
- Snowy Ornament Workshop at Fairhaven by Angie Alesci
- Ornament Workshop for Kids by Studio 84

### Special Events:

- Whitewater Storytelling Festival
- Savory Sounds Concerts
- Annual Member Meeting
- Whitewater Holiday Parade
- Photos with Santa & Friends
- Fort Atkinson Community Theater (FACT) Readers Theatre: A Hometown Christmas

### Community Events:

- Whitewater Chamber Dinner
- Whitewater Science, Technology, Energy, Art and Mathematics (STEAM) Event
- Whitewater Pride Rally
- "Be Kind" Pre-Event and Walk
- Native American Heritage Celebration
- Whitewater Holiday Parade of Lights





## We Recognize our Sponsors and Volunteers

Our successes at the Whitewater Arts Alliance this year come from the incredible support of our volunteers and sponsors. Your time, energy, and resources have been the cornerstone of our achievements, making each exhibition, workshop, and event possible. To our volunteers, your dedication and hard work have brought our programs to life. To our sponsors, your financial support and resources have allowed us to expand our reach and enhance our offerings. As we approach our 20th Anniversary, we look forward to continuing this journey together, celebrating the arts and creating impactful experiences for our community. We thank you for your steadfast support with heartfelt gratitude.

### Connect with us:

For current information visit:  
[www.whitewaterarts.org](http://www.whitewaterarts.org)  
 Contact: Gallery Director, Kim Adams •  
 608-201-2151 (cell)  
 Email: [wwartsalliance@gmail.com](mailto:wwartsalliance@gmail.com)

The Gallery is located at  
 402 West Main St., Whitewater, WI 53190  
 Gallery hours: Thursday-Sunday, 12:00pm-4:00pm  
 Most events are free. All are welcome.

*“Celebrating the Arts and  
 Creating Community!”*

## 2025 Board Members

### Officers:

Jeff McDonald, President  
 Mary Nevicosi, Vice President  
 Kristen Burton, Treasurer  
 Jodie Raddatz, Membership Secretary  
 Camden Harlan, Recording Secretary

### Board Members:

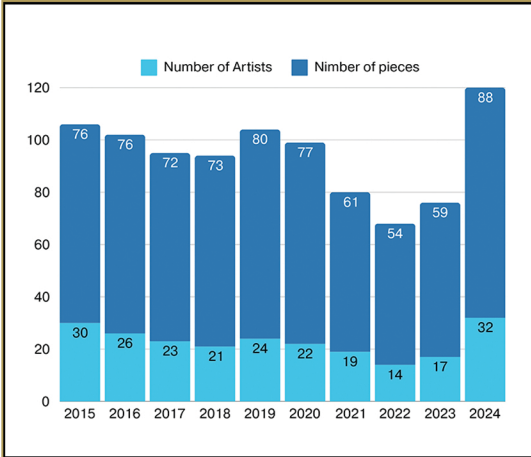
Ashley Dimmig  
 Rosie Martinez  
 Emily Painter  
 Dwight Watson  
 Katy Wimer

Many amazing docents are a part of our team, including Student Gallery Assistants.

**We thank Opportunities, Inc. for providing exceptional cleaning services at the Whitewater Arts Alliance.**



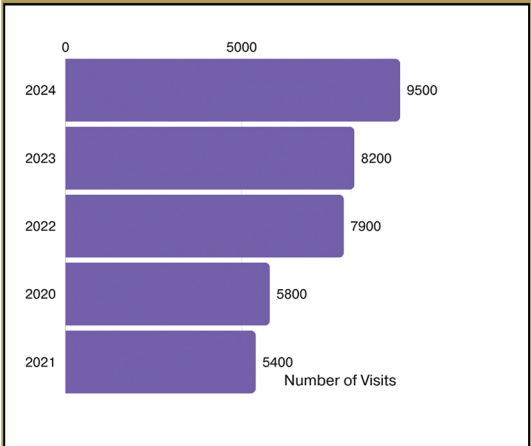
Logo for the 20th Anniversary celebration.



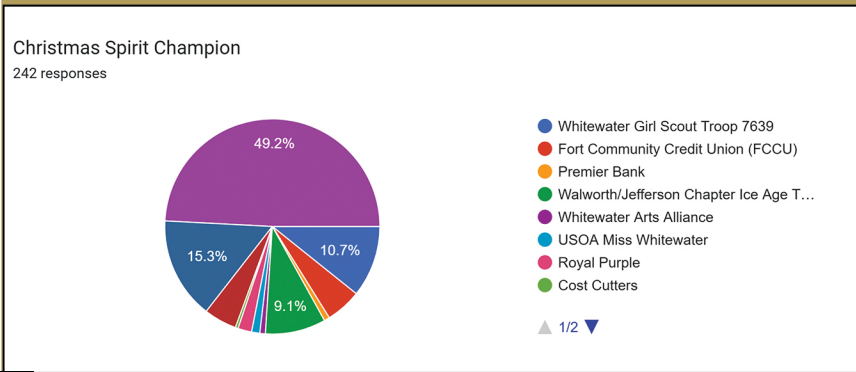
**Number of members participating and number of art pieces exhibited in Members' Show by years.**



**Membership growth by years.**



**Growth of website visits by years.**



**And, best of all, we were voted Christmas Spirit Champions in the Whitewater Holiday Parade!**



Greetings,

2024, a year both challenging and rewarding for the Whitewater Arts Alliance, was certainly event filled, as Kim has described. In producing these many, varied events, WAA's dedicated team of volunteers, members, sponsors, board members, and staff, in the newly revitalized Cultural Arts Center Gallery, has seen record attendance and participation, both at the CAC and online. The enthusiastic community response we have experienced has been an inspiration, as has enthusiastic artist involvement.

Much has been accomplished this year – strengthening the team, developing interesting programming, building membership and participation, finding relevance, and meeting evolving public expectations. To be sure, significant challenges remain, such as the need to continue turning the corner toward financial sustainability, the need to continue finding enthusiastic and dedicated volunteers, and to keep navigating forward through the modern challenges common to many non-profits. However, I am optimistic, but then I have been surrounded by artists of one variety or other for much of my professional life and I have observed that the most effective of them are, at their core, creative problem solvers.

2025, our 20th Anniversary year, will be filled with more high-quality, family-friendly events. Please stay tuned – I don't think you will be disappointed. Better yet, join our team and help make it happen!

We appreciate your support.

Warm regards,

Jeff McDonald, President  
Whitewater Arts Alliance





# "Celebrating the Arts and Creating Community!"

## Road Map for the Future: Building on our Success

As we reflect on the successes of 2024, the Whitewater Arts Alliance is excited to continue our bold and ambitious strategy for the future, building on the momentum and achievements of this past year.

**Enhancing Community Engagement:** Our events, workshops, and exhibitions in 2024 demonstrated the power of art to bring people together. Moving forward, we aim to deepen our community engagement by hosting inclusive events to serve our diverse audiences. We will continue to partner with local organizations and schools to ensure that the arts remain accessible to everyone in our community.

**Expanding Our Reach:** With our membership on the rise, we plan to implement targeted recruitment campaigns to attract even more members and volunteers. Our strategy includes enhancing our online presence with frequent updates to our website and active engagement on social media platforms. We will also explore new marketing channels to reach broader audiences and attract visitors from neighboring communities.

**Sustaining Financial Growth:** Securing a new six-year rental agreement with the City of Whitewater has provided us with a stable foundation. To build on this, we will continue to develop and execute fundraising campaigns, such as our successful Culver's Night fundraisers and our Meat Raffle. Establishing more legacy campaigns and working closely with sponsors will ensure long-term financial sustainability.

**Diversifying Programming:** The wide variety of exhibitions, workshops, and special events in 2024 showcased our commitment to diverse programming. In the future, we aim to introduce new and innovative programs that cater to different interests and art forms. We will also focus on expanding our educational offerings, providing more workshops and hands-on experiences for all age groups.

**Celebrating Milestones:** As we approach our 20th Anniversary in 2025, we are planning a year-long celebration that honors our history and sets the stage for the next decade. Special events and exhibitions will highlight the achievements of our artists and the impact of art on our community. This milestone year will serve as an opportunity to reflect on our journey and envision the future of the Whitewater Arts Alliance.

**Strengthening Organizational Structure:** The recruitment of new board members and the election of officers in 2024 has shifted our mindset from "surviving" to "thriving." We will continue to build a robust organizational structure by establishing more working committees, enhancing board training, and encouraging active participation from all members. This will enable us to operate more efficiently and effectively as we grow.

### Fundraisers:

- WAA Art Sale/Silent Auction/ Bucket Raffle
- 50-50 Raffles
- Culver's Night Fundraisers
- Meat Raffle Fundraiser

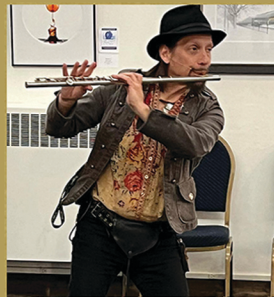


Item 1.





# Highlights to Celebrate:



**Top:** Emily Painter, Dwight Watson, Camden Harlan, Rosie Martinez, Jeff McDonald  
**Bottom:** Kim Adams, Jodie Raddatz, Kristen Burton, Katy Wimer **Not pictured:** Mary Nevicosi, Ashley Dimmig



- Record Sales from the Amy Weh Exhibit.

- Record number of participants (150+) at the Annual Whitewater Unified School District (WUSD) show reception.

- Received the "Whitewater Hero Award" from the Whitewater Unities Lives League.

- Record (160+) submissions for the 15th Annual Fran Achen Juried Photography Exhibition.

- Record number (250) of Savory Sounds participants at Piper Road Spring Band concert.

- Record number of participants (30) at Annual Member Meeting.

- Hosted a record number (35) events in the calendar year—exhibitions, workshops, special events, and fundraisers.

- Worked with a UW-Whitewater capstone student on a collaborative promotional video.

- Received the "Christmas Spirit Champion" Award from the Whitewater Holiday Parade.





## Common Council Meeting

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

**Tuesday, August 05, 2025 - 6:00 PM**

---

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

Please click the link below to  
join: <https://us06web.zoom.us/j/89679338612?pwd=tlesA0sExbBDv1KodjlxyKfIWjeFNP.1>

**Telephone:** +1 (312) 626-6799 US  
**Webinar ID:** 896 7933 8612  
**Passcode:** 027592

**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

MINUTES

#### CALL TO ORDER

Council President Pro-tem Brian Schanen called the meeting to order at 6pm.

#### ROLL CALL

##### PRESENT

Councilmember Greg Majkrzak  
Councilmember Michael M. Smith  
Councilmember Orin O. Smith  
Councilmember Steven Sahyun  
Councilmember Brian Schanen  
Councilmember Neil Hicks

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

##### ABSENT

Council President Patrick Singer

**PLEDGE OF ALLEGIANCE****APPROVAL OF AGENDA**

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

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

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

**CONSENT AGENDA**

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

Motion to approve the consent agenda made by Councilmember O.Smith, Seconded by Councilmember Majkrzak.

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

1. Approval of Common Council Meeting Minutes from July 15, 2025.
2. Landmarks Minutes of June 4, 2025.
3. Plan and Architectural Review Commission Minutes of June 9, 2025
4. Community Development Authority Meeting Minutes from June 19, 2025.
5. Library Board of Trustee Meeting Minutes from June 16, 2025.
6. Finance Committee Meeting Minutes from June 18, 2025.
7. Appointment of Kathy Boyd to the Police and Fire Commission.
8. Amendment to the Budget Amendment Policy.
9. Amendment to the EMS Employee Benefit Policy.
10. Approval to order new Ambulance.
11. June 2025 Financials

**CITY MANAGER REPORT**

City Manager John Weidl gave his bi-monthly update of City events and accomplishments, including reports from the following departments: Public Works, Police Department, Fire Department, Park & Rec, Library, Media Services, Economic Development, Human Resources and Around Whitewater.

12. City Manager Report.

**HEARING OF CITIZEN COMMENTS**

*No formal Council 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 Council 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.***

**RESOLUTION**

13. Resolution Authorizing The Issuance And Sale Of Up To \$1,506,107 Taxable General Obligation Promissory Notes, Series 2025, And Providing For Other Details And Covenants With Respect Thereto, And Approval Of Related \$2,545,121 Financial Assistance Agreement-**Public Works**

Director of Public Works spoke about the Lead Service Replacement Project.

Motion to approve the Safe Drinking Loan Resolution made by Councilmember Hicks, Seconded by Councilmember O.Smith.

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

**CONSIDERATIONS**

14. Discussion and Possible Action regarding the denial of a Tobacco, Cigarette, and Electronic Vaping Application for Hemp 1848, Inc. - **City Clerk**

No action taken.

15. Councilmember Requests for Future Agenda Items or Committee items. Questions

**FUTURE AGENDA ITEMS**

16. Fire Department Presentation.- **Q3**
17. Referendum question for Lake District- **Schanen- August 19, 2025**
18. Survey Updates - **Q3**
19. Community Involvement & Cable TV Commission dissolution & transfer duties to EOC- **August 19, 2025**
20. TDS update on Government Channel- **Schanen Q3**
21. Update on Housing and Strategy- **O. Smith 8/19/25**
22. Presentation from the Whitewater Arts Alliance.- August 19, 2025



23. Offer to purchase parcels /A50320001 & /A50320002 located at 1222 & 1242 E Bluff Rd.-  
**August 19, 2025**
24. Award of RFP for City Assessor- **August 19, 2025**
25. Rezone of Lincoln, Washington, and Whitewater High schools- **Q3**
26. Cigarette, Tobacco, Electronic Vape license hearings held at ALC- **Schanen Q3**

#### **ADJOURNMENT**

Motion to adjourn made at 6:16pm made by Councilmember Schanen, Seconded by Councilmember O.Smith.

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

**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.**

**2023-2025 City of Whitewater's 5 strategic goals: Build single-family homes, Communicate with the community without the newspaper, Support a thriving business community, Recruitment and retention efforts with a focus on diversity, and Prioritization of expenditures with available resources.**



# Alcohol Licensing Committee Meeting

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

**Thursday, July 10, 2025 - 5:30 PM**

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

Please click the link below to join:

<https://us06web.zoom.us/j/85881029740?pwd=dvWG7PmC7CwVXbWmmuwqnV8ReKaCi0.1>

**Telephone:** +1 (312) 626-6799 US

**Webinar ID:** 858 8102 9740

**Passcode:** 051898

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.

## MINUTES

### CALL TO ORDER

Patrick Singer called the meeting to order at 5:30 pm

### ROLL CALL

#### PRESENT

Chairperson Brian Schanen

Patrick Singer

Heather Boehm, City Clerk

#### ABSENT

Greg Majkrzak

### APPROVAL OF AGENDA

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

Motion made to approve the Agenda by Chairperson Schanen, Seconded by Singer.



**CONSENT AGENDA**

Motion made to approve the Consent Agenda by Chairperson Schanen, Seconded by Singer.

1. Approval of meeting minutes from May 6, 2025.

**CONSIDERATION OF REQUEST**

2. Discussion and Possible Action regarding the application of renewal of the Class B license filed by The Waypoint Bar and Games.

Motion made to recommend approval to the Common Council with clarification from WI Department of Revenue as to if an Arcade can have a liquor license or they have to be classified as a bar with patron under 21 have to be accompanied by a parent or guardian. by Chairperson Schanen, Seconded by Singer.

3. Guanajuato Produce, 230 E Milwaukee Street, applied for a new Class A Beer license.

Motion made to recommend approval to the Common Council by Chairperson Schanen, Seconded by Singer.

**ADJOURNMENT**

Motion made to adjourn at 5:55 pm by Chairperson Schanen, Seconded by Singer.

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.**



# Plan & Architectural Review Meeting

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

**Monday, July 14, 2025 - 6:00 PM**

## MINUTES

### CALL TO ORDER

Meeting was called to order at 6:01 p.m.

### ROLL CALL

#### PRESENT

Board Member Bruce Parker  
Board Member Tom Miller  
Board Member Marjorie Stoneman  
Board Member Carol McCormick  
Vice Chairman Lynn Binnie  
Board Member Lisa Dawsey Smith

#### ABSENT

Chairman, Councilmember Neil Hicks

#### STAFF

Allison Schwark, Zoning Administrator  
Llana Dostie, Neighborhood Services Administrative Assistant  
Attorney Timothy Brovold

### APPROVAL OF AGENDA

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

Motion made by Board Member Dawsey Smith, Seconded by Board Member McCormick.

Voting Yea: Board Member Parker, Board Member Miller, Board Member Stoneman, Board Member McCormick, Vice Chairman Binnie, Board Member Dawsey Smith

### HEARING OF CITIZEN COMMENTS

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

None

**CONSENT AGENDA**

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

- 1. Approval of June 9, 2025 Minutes.

Binnie noted on the Conditional Use Permits for arcade change the motion passed with 4 ayes

Motion made by Vice Chairman Binnie, Seconded by Board Member Parker.

Voting Yea: Board Member Parker, Board Member Miller, Board Member Stoneman, Board Member McCormick, Vice Chairman Binnie, Board Member Dawsey Smith

**PUBLIC HEARING FOR REVIEW AND POSSIBLE APPROVAL**

- 2. Discussion and possible approval of a Conditional Use Permit for more than 1 wall sign for Bleus Barber Shop located at 136 W Main Street, Whitewater, WI 53190. Parcel # /OT 00003.

Zoning Administrator Schwark stated this is a Conditional Use Permit for the 2nd or 3rd wall sign. This a new business at 136 W Main Street. This was previously a vacant building and was vacant for a long time. We count all window signs. Staff is recommending approval with conditions.

Parker asked if they are operating both window spaces.

Zoning Administrator Schwark stated that they are only operating on one side of the building.

Parker asked about signage for other tenants.

Dawsey-Smith stated that the door is for the suites in the back.

Parker asked if the other tenants would have space to put signage up.

Zoning Administrator Schwark stated at this point we don't know if anything else will be going in the building.

Binnie asked if a condition can be placed if there are other business needs signage they may need to make a change.

Parker stated that down the road questioned if the owner had a plan for other signage.

**Motion to approve 2nd wall signs with Planner's conditions.**

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

Voting Yea: Board Member Parker, Board Member Miller, Board Member Stoneman, Board Member McCormick, Vice Chairman Binnie, Board Member Dawsey Smith

**CONSIDERATIONS / DISCUSSIONS / REPORTS**

- 3. Review and possible approval of a Certified Survey Map for Parcel #/A444200003.

Zoning Administrator Schwark stated this is a 4 lot certified survey map on Greenway Court. This is a vacant parcel where we previously approved a conditional use permit for contractor shops for business or storage purposes. The applicant is now proposing a CSM



so that each shop can be sold individually as opposed to being rented. The proposed CSM appears to comply with all of the standards and minimum lot requirements of the technology park district. Again this would split it out into four separate parcels with some unplatted land in the back. Staff recommendation is to approve this Certified Survey Map with conditions.

McCormick has one question on the survey. There are four lots upfront and lot 3 and 4 in the back. Are those going to be shared. Why do they have duplicate lot numbers.

Zoning Administrator Schwark stated that lot three in the back is part of another certified survey map. That is going to be the area where the existing parcel is to remain. The new lots being created are lots 1, 2, 3 and 4 up front.

**Motion to approve with planner's recommendations.**

Motion made by Board Member Dawsey Smith, Seconded by Board Member Stoneman. Voting Yea: Board Member Parker, Board Member Miller, Board Member Stoneman, Board Member McCormick, Vice Chairman Binnie, Board Member Dawsey Smith

**FUTURE AGENDA ITEMS**

- 4. -Childcare Zoning Changes-August
- Rezone for all Whitewater Schools
- Update on Royal Hounds-Q3

Schwark stated that the state statute on child care just changed. We wanted to make sure they match.

We received rezones for the Whitewater Schools.

Parker stated we should talk about the business covenants and the Tech Park Ordinance.

Need to get on Tech Park agenda for changes.

**NEXT MEETING DATE AUGUST 11, 2025.**

**ADJOURNMENT**

Meeting was adjourned at 6:20

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

Voting Yea: Board Member Parker, Board Member Miller, Board Member Stoneman, Board Member McCormick, Vice Chairman Binnie, Board Member Dawsey Smith



## Landmarks Commission

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

**Wednesday, July 02, 2025 - 6:00 PM**

---

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

### Landmarks Commission

Jul 2, 2025, 6:00 – 7:30 PM (America/Chicago)

**Please join my meeting from your computer, tablet or smartphone.**

<https://meet.goto.com/979719725>

**You can also dial in using your phone.**

Access Code: 979-719-725

United States: +1 (571) 317-3112

**Get the app now and be ready when your first meeting starts:**

<https://meet.goto.com/install>

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

---

## AGENDA

### CALL TO ORDER

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

### ROLL CALL

#### PRESENT

Council Representative Orin O.Smith

Board Member Pat Blackmer

Board Member Penolope Alwin

Board Member Kelsey Reilly

Board Member Jordan Reilly

#### STAFF

Brad Marquardt, Public Works Director

Llana Dostie, Neighborhood Services Administrative Assistant



GUESTS

Members of the Starin Park Water Tower Community Committee

- Linda Robinson
- David Saalsa
- Carol Cartwright
- Lynn Binnie
- Bob Herald

**APPROVAL OF AGENDA**

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

Motion made by Board Member Alwin, Seconded by Council Representative O.Smith.  
Voting Yea: Council Representative O.Smith, Board Member Blackmer, Board Member Alwin, Board Member J. Reilly, Board Member K. Reilly.

**The motion has been carried.**

**CONSENT AGENDA**

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

1. Approval of June 4, 2025 Minutes.

Motion made by Council Representative O.Smith, Seconded by Board Member J. Reilly.  
Voting Yea: Council Representative O.Smith, Board Member Blackmer, Board Member Alwin, Board Member J. Reilly, Board Member K. Reilly

**The motion has been carried.**

**HEARING OF CITIZEN COMMENTS**

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

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

None.

**CONSIDERATIONS / DISCUSSIONS / REPORTS**

2. Update on Starin Park Water Tower. **(Blackmer)**

Blackmer stated that she invited Brad Marquardt to come after a phone conversation where she basically got lost with the information presented. He contacted both Cornerstone from Sullivan, WI and Masonry Restoration, Inc. of West Allis, WI. They did an assessment of the things we were concerned with.

Brad Marquardt reached out to McEnroy Engineering and Eileen stated that instead of spending money with them, they suggested we reach out to contractors to get some estimates or information on the steel beams and what the steel tank looks like directly. I met with Kyle first from Cornerstone. He crawled up there and took a look at it. He sent a proposal of \$9,000 to do the inspection to remove some of the stones to get to the interior of the steel beams. And another \$9,000 to add scaffolding inside to support the equipment and personnel to complete that inspection. While I was waiting for that estimate to come in, I reached out to Tony at Masonry, Inc. He took photos with his phone and shared those with me on his phone. Unfortunately, I have not been able to get those from him yet, he was going to talk to Eileen on how best to put that in a report and that has not come in yet. I will go through some of the concerns that Tony brought up using the photos from Eileen's report.

Marquardt explained that the tank sits on smaller I-beams that sit on two large I-beams. The two larger I-beams are in very good condition. The smaller beams that the tank sits on have already had repairs welded on to some of these. You can see how much rust is happening on the beams at the stone joints. Eileen basically stated that it will be worse inside the stone than outside. The condensation within the stone itself does not escape and it eats away at the steel and causes the most damage. There has been previous work done on the beams by the stone work. They are failing within the rock. Tank is not in danger of failing, however you will want to replace the smaller I-beams if you want to maintain the integrity of the structure.

There was an inspection of the tank in 2018 when it was drained. The condition of the tank is in good shape. The stiffener beams are in good shape with no rust. It should have been inspected in 2023, but since it was put out of service, this was not done. I did have another tank inspector come out, but they didn't want to get involved at this time. But given how thick the tank steel is and the components inside he had no concerns with the tank not being structurally sound and blowing off.

Salaasa asked how the smaller beams are attached to the main beams. Are they bolted or just resting on the beams.

Marquardt stated he did not know that answer.

Salaasa asked the question because if there was a big wind shear is it just resting or bolted.

Harold asked if we could still repair parts of the beam.

Marquardt stated that without the stone being removed we would not know. The beam pockets would have to be opened. They did state that all the beams would have to be replaced at some point. We could start with the worst ones first and over time do them all.



Cartwright stated that what we were trying to do as a committee is to gather what type of priorities, since we are supporting a full restoration . But what we are looking at, is doing a stabilization and it sounds like some of these rusted beams would be one of the priorities. What about the stones. We were specifically interested in places where the stone looked like it would be more inclined to fall off. And having that to be a priority of work as opposed to other areas of stone that are still in pretty good shape.

Marquardt stated the original report stated that if you wanted to go all out you should do tuck pointing on everything, repair the pieces that have fallen out if you want to restore it to it's original form. The pieces that have fallen off the outside of the tower, do not have a true bearing on the integrity of that structure. If you are looking at priorities the l-beams with holes should be prioritize.

Cartwright asked if there was any discussion about costs. Such as if you did this much work it would be this cost. The original report talked about the large amount of money. What we are looking at is cost to do stabilization work as opposed cost of a full restoration and what the difference in the cost would be. What I was looking at was more specific, such as tuck point significant areas is this much money.

Marquardt stated you will not get that unless you hire the consultant to actually do that.

Robinson stated that these folks you were talking to, you weren't asking them to bid on steel work, you were asking for their evaluation?

Marquardt stated that was correct.

Alwin asked about the two items that would be \$9,000 each.

Marquardt stated that was an estimate to remove some of the stone to see what was inside the beam pockets. And the scaffolding to do so.

Robinson asked if we pay for scaffolding and to have it put up, could we leave it in the tower.

Marquardt stated probably yes, but what would the deterioration rate of that structure be.

Salsaa stated asked about the age of the steel, whether it was from 1889.

Marquardt stated that yes the steel is original, except for some of the scabbed on repairs.

Blackmer stated at this point in the time, the assessment of the structure is that it is stable. At this time the structure is not a harm to the public.

Marquardt stated that at this time based on what the report had said and the indications from individuals that have come in, that is the case.

Blackmer stated that based on that we have some time to come up with what remediation that we would want to do.

Marquardt stated it does appear so, except for that \$600,000. The utility doesn't have that money set aside, it would have to borrowed. The PSE doesn't want the money hanging over the utility for an extended period of time. They didn't exactly give me an answer. A couple of years should not be an issue.

Blackmer asked if we could ask about the length of time.

Marquardt stated they were vague.

Binnie stated that given staff turn over the answer we get now may not hold true later. Ultimately the citizens are going to pay one way or the other whether it is on their water bill or their taxes. Our recommendation would be to get the analysis done and get approval for the time and materials

Cartwright asked if the Starin Park Water Tower Committee would be authorized to meet again to make a recommendation to Landmarks. Because I think we can come up with this priority to a certain extent. And offer that to the Landmarks Commission and they can do what they will. It sounds like the main issue structurally is not the stone, but the smaller I-beams. And if we wanted to prioritize that and then the city could engage out x number of beams and what that would cost.

Marquardt suggested that the recommendation to council to included this project in the budget for 2026 to replace the smaller I-beams. I would have to work with someone to get a design number and and a construction number to get it in the budget for next year.

Salaasa stated that only real issue with the structure is these smaller I-beams and the cost of setting up scaffolding is a very large cost of this repair project. It would seem practical to do all the support beams at the same time.

Blackmer stated what are the next steps?

Marquardt stated that the next step is to make a recommendation to council. If that is the way the council wants to proceed, than they would direct Marquardt to get the quotes.

Blackmer stated that there is a chance we would not make the deadlines.

Marquardt stated that it does not need to be in our 2026 capital budget. It could be in our 2027 capital budget.

Blackmer asked if it was a 2026 to 2028 budget.

Marquardt confirmed that it was, but capital projects are looked at yearly since they change.

A meeting date of July 21, 2025 was set for the Starin Water Park Tower Committee.

3. Update on the historical gardens that were found next to Effigy Mounds. **(Alwin)**

Alwin stated she has been unable to reach the state archologist. She has left her email with the State Archologist.

4. Discussion and possible approval of new location for the bookcases from the Whitewater Memorial Library. **(Smith)**

Smith stated that he has found a home for one with the University archivist will take one.

Alwin asked where he was located.

Smith stated that he was at the Anderson Library.



Smith stated that Kevin has the ability to transport it during work hours and we are just waiting for an answer when the library would be ready for him to do that.

Smith stated he will reach out to the list for the other four of them.

Alwin asked if we had an answer from the Anderson Library.

Smith stated we have an answer from the Anderson Library that they can take one of them. The local library doesn't want them.

J. Reilly asked procedurally if we needed a motion on the one going to the Anderson library.

Dostie confirmed that we do need a motion.

**Motion to approve the relocation of one bookcase to the Anderson Library archives.**

Motion made by Council Representative O.Smith, Seconded by Board Member Reilly.  
Voting Yea: Council Representative O.Smith, Board Member Blackmer, Board Member Alwin, Board Member J. Reilly, Board Member K. Reilly

**The motion has been carried.**

5. Update on America 250. **(Smith)**

Matter discussed with the American 250 Committee.

6. Discussion and potential action regarding creation of an America 250 committee.

Smith stated that he is in the same spot. I have heard a number of suggestions from city staff about what we should do with America 250. Because in creating another Committee we need to do what we did for the Starin Park Water Tower committee. Create and approve a committee so that they are able to direct staff to do things. There also has been discussion that it really doesn't fall under our prevue by ordinance to do America 250

Blackmer stated no it does not. I think there was a misunderstanding. I think the city needs to be aware that we need to do something for America 250, but it doesn't have to be generated from the Landmarks Commission.

Smith asked what route do you want to go. Do you want to create a sub committee from Landmarks.

Blackmer stated no. I think it just needs to be brought to the City's attention as to what will the City of Whitewater do for America 250. Why does it have to be specifically designated to the Landmarks Commission. I wanted them to know that America 250 was coming up . I was hoping the City would generate some ideas. Other cities are in the planning stages. I see individual things happening with Bassett House. I see things perhaps from the Arts Alliance. But something should be generated from the City.

Blackmer asked about what about the City Administrator generating something from his reports.

Smith stated he would ask.

**No action.**

7. Discussion and possible action regarding Tower Fest. **(Smith)**

Blackmer stated how is this generated.

Smith asked if this was something the committee wanted this year.

Blackmer stated no. This would be an avenue for fundraising. This would be a community wide.

J. Reilly stated that this should be table until we know what needs to be fundraising.

#### **FUTURE AGENDA ITEMS**

-Historical Gardens

-Bookshelves

-Starin Park Water Tower

#### **ADJOURNMENT**

Meeting was adjourned at 6:52 p.m.

Motion made by Board Member Alwin, Seconded by Council Representative O.Smith.

Voting Yea: Council Representative O.Smith, Board Member Blackmer, Board Member Alwin, Board Member Reilly, Board Member Reilly

**The motion is carried.**

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

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





# Public Works Committee Meeting

Cravath Lakefront Room, 2nd Floor  
312 W. Whitewater St.  
Whitewater, WI 53190  
\*In Person and Virtual

**Tuesday, July 08, 2025 - 5:15 PM**

---

---

## MINUTES

### CALL TO ORDER

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

### ROLL CALL

PRESENT: Board Member Hicks, Board Member Majkrzak

ABSENT: Board Member M. Smith

OTHERS: Marquardt

### APPROVAL OF AGENDA

Motion made by Board Member Majkrzak to approve the agenda for Tuesday, July 8, 2025, seconded by Board Member Hicks.

Voting Yea: all via voice (2)

Voting Nay: None

### APPROVAL OF MINUTES

1. Approval of minutes from May 13, 2025, and June 10, 2025

Motion made by Board Member Majkrzak, seconded by Board Member Hicks to approve the minutes from May 13, 2025, and June 10, 2025.

Voting Yea: all via voice (2)

Voting Nay: None

### HEARING OF CITIZEN COMMENTS

None

### NEW BUSINESS

5. **Discussion and Possible Action regarding Edge Broadband Water Tower Lease Agreement Renewal.**  
Marquardt stated Edge Broadband (Whitewater Wideband) has existing internet antennae facilities on the Cravath Street water tower. Their last Lease Agreement expired June 1, 2025. They have requested a renewal for an additional three years.

City Council approved a Space Lease Agreement in June 2015, and June 2020.

Payment for the last year on the expiring Agreement was for \$8,346.77. The yearly rent payment in the previous Agreement was increased at a 3% rate. Edge Broadband is asking for the rent payment to be fixed at \$8,600 for the term of the new Agreement. If a 3% escalation rate was applied as in previous Agreements, the rent payments would be \$8,600 for Year 1, \$8,858.00 for Year 2, and \$9,123.74 for Year 3.

Toni Faulkner, 10 W. Evergreen Parkway, Elkhorn, WI 53121 attended the meeting on behalf of Edge Broadband. Faulkner stated they proposed a fixed agreement because they plan on transitioning their fiber infrastructure. Therefore, they don't foresee the need for the full duration of the lease.

Marquardt asked if the intent was to remove the antennae from the tower once they go to full fiber. Faulkner stated that was correct. Edge Broadband would fulfill the three-year lease even if they don't have a need for it.

Board Member Hicks stated if the Board approves the renewal at a rate of \$8,600 per year, it should be documented in the minutes that, in the event Edge returns in five years requesting to go back on the water tower and proposes starting again at the \$8,600 rate, the Board would expect to recoup the revenue lost during the intervening years. He further stated that he would be agreeable to a rate of \$8,600 per year for a term of three years.

Majkrzak did not have any objections with the request.

Staff did not have any objection knowing that this was Edge Broadband's intent.

Motion made by Board Member Hicks to approve the Edge Broadband Water Tower Lease Agreement Renewal for a cost of \$8,600 per year for up to three years and seconded by Board Member Majkrzak with a clarification of the document labeled First Amendment to Space/Lease Agreement - B. 1. Renewal Terms., "~~Shall have the right to~~ renew for three years."

Voting Yea: Board Member Majkrzak, Board Member Hicks

Voting Nay: None

Absent: Board Member M. Smith

Faulkner inquired whether a new lease agreement needed to be submitted to the City. Marquardt responded he will update the lease agreement and forward it to the City Council for review and approval at the next scheduled meeting on July 17, 2025. Upon approval, the agreement will be returned to Faulkner for execution.

2. **Discussion and Possible Action regarding encroachment on City owned land by Cravath Street Water Tower.**

City staff noticed the property owner at 418 E. Cravath Street has encroached onto City property near the Cravath Street Water Tower. The parcel outlined in red, attached to the Public Works agenda and supporting documents, was the parcel in question, which is owned by the city. Based on aerial photography the encroachment took place between 2015 and 2020. Based on GIS records, the property at 418 E. Cravath Street switched owners in 2018. The screenshot from 2024 Google Maps shows the retaining wall garden and the trampoline on City property. The property owner of 418 has been cutting the grass and maintaining the City property.

The City Attorney was consulted and suggested a couple of options:

1. Send a cease-and-desist letter telling the neighbor to remove items from the City property and that they cannot use it in this manner.
2. Negotiate an agreement with the neighbor that they can use the property, but assume all liability.
3. Continue as is, but since the City is aware of the encroachment, the City may now be liable. Staff does not have an issue with the property owner using the property, especially if they are maintaining it. Staff would recommend to negotiate an agreement with the neighbor.

Motion made by Board Member Hicks to direct staff to work with legal counsel to negotiate an agreement with the neighbor at 418 E. Cravath Street indicating they can use City property, but assume all liability and maintenance of the property, seconded by Board Member Majkrzak.

There is no financial impact at this time.

Voting Yea: Board Member Hicks, Board Member Majkrzak

Voting Nay: None

Absent: Board Member M. Smith

3. **Discussion and Possible Action regarding Walworth Avenue and Prince Street intersection safety ideas.**

At the May 20, 2025, Council meeting, the placement of stop signs on Walworth Avenue at Prince Street was denied. Council asked for this item to be brought to the Public Works Committee for discussion on other possible alternatives. According to the Police accident report, 10 of the 15 accidents were due to vehicles pulling out from Prince Street from the stop sign. Included in the committee packet were views from the southbound and northbound approaches. Alternatives could range from additional signage to a round-a-bout, which would probably be cost prohibited.

Marquardt's suggestion was to add additional "Cross Traffic Does Not Stop" signs located on the back of the stop signs on each approach. However, once stopped, motorists do not see these signs. Therefore, staff would recommend to add additional "Cross Traffic Does Not Stop" signs across the street.

An additional suggestion Marquardt mentioned was to move the information signs located on Walworth Avenue further east and west on Walworth Avenue. This would give drivers a chance to see those signs and know they need to turn up ahead instead of seeing those signs right at the intersection. Marquardt stated drivers are stopping at the stop sign on Prince Street, but then pulling out into traffic on Walworth Avenue.

Hicks liked the idea but commented when you are southbound on Prince there are two utility poles in the corner that create about a three-foot blind spot. Marquardt stated they have asked WE-Energies to remove the old poles and was told it's up to Charter, who needs to transfer their lines onto the new poles, before they can remove the old poles. Marquardt stated they will continue to work with WE-Energies.

Marquardt will report back to Council with a staff update on this issue.

4. **Discussion and Possible Action regarding the Netwurx Water Tower Space/Lease Agreement**

Marquardt stated Councilperson Hicks requested a review of the Netwurx Water Tower Space/Lease Agreement. When the Agreement was initially presented, Netwurx requested a reduced lease rate due to the assumption that they would be responsible for installing electrical service and paving the access road, as Verizon had not yet signed their own Agreement yet.

The Public Works Committee and Council approved the Netwurx Agreement in June 2024, with lease terms set at \$7,000 per year with a 4% annual escalator, for a five-year term.

Since that approval, Verizon has signed their Agreement and began installation work in May 2025, which includes covering the cost of the electric installation and paving the access road. Netwurx has not yet begun construction.

As the initial justification for the reduced lease rate no longer applies, Councilperson Hicks inquired whether Netwurx is currently paying their lease. Staff confirmed they are paying on a yearly basis.



Councilperson Hicks noted the City recently signed a lease with Edge for \$8,600 per year, and suggested aligning Netwurx's rate with that figure. Councilperson Majkrzak agreed with Hicks, indicating that the new proposed amount is in line with comparable agreements.

Hicks recommended staff prepare an item for the August Council agenda to consider amending the Netwurx lease to a rate of \$8,600 per year for three years.

#### **FUTURE AGENDA ITEMS**

None

#### **ADJOURNMENT**

Motion made by Board Member Majkrzak to adjourn the Public Works meeting at 5:33 p.m., seconded by Board Member Hicks.

Voting Yea: all via voice (2)

Voting Nay: None

Absent: Board Member M. Smith

Respectfully submitted,

*Alison Stoll*

Alison Stoll, Administrative Assistant  
Department of Public Works

\*Minutes Approved on August 12, 2025



## Public Arts Commission

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

**Thursday, May 01, 2025 - 5:00 PM**

---

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

### **Public Arts Committee**

May 1, 2025, 5:00 – 7:00 PM (America/Chicago)

**Please join my meeting from your computer, tablet or smartphone.**

<https://meet.goto.com/701973045>

**You can also dial in using your phone.**

Access Code: 701-973-045

United States: +1 (224) 501-3412

**Get the app now and be ready when your first meeting starts:**

<https://meet.goto.com/install>

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

---

## **AGENDA**

### **CALL TO ORDER**

Meeting called to order at 5:26 p.m.

### **ROLL CALL**

#### **PRESENT**

Board Member Kim Adams  
Board Member Megan Matthews  
Board Member Steven Sahyn

#### **ABSENT**

Board Member Emily Kate  
Board Member Katy Wimer  
Board Member Justin Mane

## STAFF

Llana Dostie, Neighborhood Services Administrative Assistant

**APPROVAL OF AGENDA**

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

Motion made by Board Member Matthews, Seconded by Board Member Adams.

Voting Yea: Board Member Adams, Board Member Matthews, Board Member Sahyn

**CONSENT AGENDA**

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

1. Approval of Minutes of April 3, 2025.

Steven Abstained

Motion made by Board Member Matthews, Seconded by Board Member Adams.

Sahyn abstained

**HEARING OF CITIZEN COMMENTS**

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

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

None

**CONSIDERATIONS / DISCUSSIONS / REPORTS**

2. Discussion and action regarding selecting the artists and assigning traffic boxes.

Dostie present the matter there were 21 applications received. Staff recommendation is to choice 8 artists along with 3 alternates.

Adams asked if we could not assign boxes at this time, given other groups still need to approve the artist.

Dostie stated that was up to this group.

Matthews agreed not to assign boxes at this time.

Sahyn requested a background as to that traffic boxes.



Adams asked if Public Works would be presenting their recommendations to council.

Dostie confirmed yes.

Group went through all the applications individually. The group ended up with 5 applications they all agreed on. Then they went through the applications where at least two of them agreed on and came up with 3 more they all agreed on.

The 4 applications that remained that at least two agreed on are the alternates.

#### **FUTURE AGENDA ITEMS**

None

**NEXT MEETING DATE JUNE 5, 2025.**

#### **ADJOURNMENT**

Meeting was adjourned at 6:16 p.m.

Motion made by Board Member Matthews, Seconded by Board Member Adams.

Voting Yea: Board Member Adams, Board Member Matthews. Board Member Steven Shayun

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

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



## Public Arts Commission

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

**Thursday, June 05, 2025 - 5:00 PM**

---

### MINUTES

#### CALL TO ORDER

Meeting was supposed to start at 5:00 p.m. per Agenda Heading. 3 members didn't come in at that time. At 5:20 p.m. it was noted that the virtual link stated 5:30 p.m. One missing member arrived at 5:20 p.m. We kept virtual meeting link open until 5:40 p.m. to allow the two members who confirmed that they would arrive virtually to do so. Meeting was cancelled at that time due to lack of quorum.



## Council Agenda Item

Meeting Date:	August 19, 2025
Agenda Item:	Amendment #1 Task Order 24-08 Jefferson Street
Staff Contact (name, email, phone):	Brad Marquardt, <a href="mailto:bmarguardt@whitewater-wi.gov">bmarguardt@whitewater-wi.gov</a> , 262-473-0139

### BACKGROUND

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

Strand Associates is in the process of developing plans for the reconstruction of Jefferson Street. As part of the design, and due to known possible environmental concerns, a Phase I Environmental Assessment was completed. This Assessment did produce high readings for some hazardous materials. Due to this, a Phase II Assessment is required to determine the extent and required handling of the materials. This Amendment covers the cost of the additional work required for a Phase II Assessment. Also included in the Amendment, Strand will be submitting a Low-Hazard Grant of Exemption to the DNR in order to place some low hazard material as supplemental cover material on the closed landfill site. This would eliminate the need to have to take this material to a landfill site.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Public Works Committee and Common Council approved Task Order 24-08 in November 2024. The design of Jefferson Street was included in the approved 2025 CIP budget. The Public Works Committee recommended approval of Amendment #1 at their August 12, 2025 meeting.

### FINANCIAL IMPACT

(If none, state N/A)

The Amendment raises the compensation of the Task Order \$39,000 from \$196,000 to \$235,000. The additional work is still based on a per hour basis. The design costs are funded equally between Streets, Water, Wastewater and Storm Water. The estimate for the actual reconstruction of Jefferson Street is \$3,300,000.

### STAFF RECOMMENDATION

Staff recommends a motion to approve Amendment #1 to Task Order 24-08.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Amendment #1 to Task Order 24-08



Amendment No. 1 to Task Order No. 24-08  
City of Whitewater, Wisconsin (OWNER)  
and Strand Associates, Inc.® (ENGINEER)  
Pursuant to Agreement for Technical Services dated December 30, 2020

This is Amendment No. 1 to the referenced Task Order.

Project Name: Jefferson Street Reconstruction

Under **Scope of Services**,

Design Services, ADD the following:

- “18. Conduct a Phase 2 hazardous materials investigation of the project area based on known contamination as follows:
- a. Request a proposal for environmental borings, boring testing and categorization, temporary wells, and sampling services. Drilling and sampling services shall be contracted and paid for by OWNER.
  - b. Observe sampling at eight borings. Borings will be sampled continuously from the ground surface to the boring termination depth (anticipated to be up to 15 feet deep).
  - c. Field-screen each soil sample with a photoionization detector (PID). Select up to two soil samples from each soil boring for laboratory analysis based on field observations and PID readings.
  - d. Collect groundwater samples from temporary wells installed in three borings. Analyze groundwater samples for eight RCRA metals, polycyclic aromatic hydrocarbons, and volatile organic compounds (VOCs).
  - e. Summarize the findings of the Phase 2 investigation in a letter. Include soil boring logs, soil boring abandonment forms, a comparison of sample analytical results to soil standards, an assessment of site conditions, and recommendations.
  - f. ENGINEER will pay laboratory testing fees for Item Nos. 18.b and 18.d.
19. Conduct confirmation soil sampling of the original geotechnical borings in the project area as follows:
- a. Request a proposal for environmental Geoprobe sampling services. Geoprobe sampling services shall be contracted and paid by OWNER.
  - b. Observe soil sampling at seven locations. The seven locations will correspond to the previously completed geotechnical borings where high PID readings were encountered.
  - c. Field-screen each soil sample with a PID.
  - d. Submit seven soil samples for laboratory analysis for VOCs. OWNER shall pay laboratory fees.





## Council Agenda Item

Meeting Date:	August 19 <sup>th</sup> , 2025
Agenda Item:	Approval of Sale Wastewater Portable Onis Generator
Staff Contact (name, email, phone):	Brad Marquardt, <a href="mailto:bmarguardt@whitewater-wi.gov">bmarguardt@whitewater-wi.gov</a> , 262-473-0139

### BACKGROUND

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

A permanent generator was installed as part of the new Vanderlip lift station upgrades. Historically, in the event of a power outage, this lift station was powered via a portable generator. Now that this lift station has a permanent generator, there is no need for the portable generator. The Utility purchased a smaller newer generator several years ago that can be used for other lift stations in the event of a power loss. We would like to put this generator on Wisconsin Surplus auction site.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

Public Works Committee recommended approval to put the generator on the auction site at their August 12, 2025 meeting.

### FINANCIAL IMPACT

(If none, state N/A)

Any proceeds from the sale will be put in the Wastewater Utility Fund.

### STAFF RECOMMENDATION

Staff recommends a motion to approve the sale of the portable generator.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. N/A





# Council Agenda Item

Meeting Date: August 19, 2025

Agenda Item: SMFA Newcomb Street

Staff Contact (name, email, phone): Brad Marquardt, [bmarquardt@whitewater-wi.gov](mailto:bmarquardt@whitewater-wi.gov), 262-473-0139

## BACKGROUND

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

The State Department of Transportation is planning on updating the curb ramps along the Connecting Highway portion of STH 59. This would include the section of Newcomb Street from Main Street to Starin Road and the round-a-bout area at Clay Street, Bluff Road and Milwaukee Street. The project entails replacing all the curb ramps to meet current ADA guidelines. Sidewalk will also be installed across driveways that do not have sidewalk. The overall DOT project includes the Cities of Whitewater, Elkhorn and Delevan. The project is currently scheduled for 2032, but could be advanced to 2030.

## PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Public Works Committee recommended approval of the Agreement at their August 12, 2025 meeting.

## FINANCIAL IMPACT

(If none, state N/A)

The vast majority of the project will be the responsibility of the State. Any regular sidewalk that is installed or replaced will be the City's cost. \$10,000 has been included in the State/Municipal Agreement as a place holder.

## STAFF RECOMMENDATION

Staff recommends a motion to approve the State Municipal Financial Agreement.

## ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. State Municipal Financial Agreement



**STATE/MUNICIPAL FINANCIAL  
AGREEMENT FOR A STATE- LET  
HIGHWAY PROJECT**

Date: July 23, 2025  
 I.D.: 1000-54-06/26/76  
 Road Name: STH 59  
 Title: SOUTHEAST REGION, ADA CURB RAMPS  
 Limits: CHICAGO ST-EXECUTIVE DR  
 County: Walworth  
 Roadway Length: 0.47 miles

The signatory **City of Whitewater**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

**Existing Facility - Describe and give reason for request:** Improvement (of a connecting highway)

**Proposed Improvement - Nature of work:** As determined by project scoping.

**Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:** A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan). Items to be 100% locally funded include replacement sidewalk

**TABLE 1: SUMMARY OF COSTS**

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
1000-54-06 Preliminary Engineering: Plan Development	\$ 800,000	\$ 800,000	100%	\$ -	0%
1000-54-26 Real Estate Acquisition: Acquisition	\$ 150,000	\$ 150,000	100%	\$ -	0%
1000-54-76 <sup>1</sup> Construction: Roadway	\$ 1,460,000	\$ 1,460,000	100%	\$ -	0%
Replacement Sidewalk	\$ 10,000	\$ -	0%	\$ 10,000	100%
subtotal 1000-54-76	\$ 1,470,000	\$ 1,460,000		\$ 10,000	
Non-Participating	\$ -	\$ -		\$ -	

**Total Cost Distribution**      \$      **2,420,000**    \$      **2,410,000**      \$      **10,000**

1. Estimates include construction engineering.

See Item 8 of Terms and Conditions.

This request is subject to the terms and conditions that follow (pages [2] – [4]); is made by the undersigned

under proper authority to make such request for the designated Municipality, and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the <b>City of Whitewater</b>	
Name	Title
Signature	Date
Signed for and in behalf of the <b>State</b>	
Name Tony Barth	Title: SE Region Planning Chief
Signature	Date

**TERMS AND CONDITIONS:**

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State’s Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
  - (a) Design engineering and state review services.
  - (b) Real Estate necessitated for the improvement.
  - (c) Compensable utility adjustment and railroad force work necessitated for the project.
  - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
  - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
  - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
  - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
  - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it’s constructed in a location where it has not existed before.
  - (i) Replacement of existing driveways, in kind, necessitated by the project.



- (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
    - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
    - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
    - (c) Roadway and bridge width in excess of standards.
    - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
    - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
    - (f) Parking lane costs.
    - (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
    - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
    - (i) Conditioning, if required, and maintenance of detour routes.
    - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
  4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
  5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
  6. The work will be administered by the State and may include items not eligible for federal/state participation.
  7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
  8. Basis for local participation:
    - a. Funding for preliminary engineering for a Standalone Curb Ramp Improvement Program (SCRIP) project on a connecting highway 100% State.
    - b. Funding for real estate required for standard roadway construction, 100% State
    - c. Funding for construction of standard roadway items – 100% State.
    - d. Funding for non-participating items (replacement sidewalk) 100% Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.



## Council Agenda Item

Meeting Date:	August 19, 2025
Agenda Item:	Task Order 25-08 Water Supply Service Area Plan
Staff Contact (name, email, phone):	Brad Marquardt, <a href="mailto:bmarquardt@whitewater-wi.gov">bmarquardt@whitewater-wi.gov</a> , 262-473-0139

### BACKGROUND

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

The Water Utility is required by State Statute and Administrative Code NR 854 to update the Water Supply Service Area Plan by December 31, 2025. According to the State Statute, the plan needs to include:

- Inventory of sources and quantities
- Forecast of the demand for water
- Existing population and density and forecasts of expected population for the period the plan covers
- Options for supplying water
- Cost effectiveness of regional and individual water supply and conservation alternatives
- Assessment of environmental and economic impacts of carrying out specific recommendations of the plan
- Demonstration plan will effectively utilize existing water supply storage and distribution to extent practicable
- Procedures for implementing and updating the plan
- Analysis of how the plan supports and is consistent with applicable comprehensive plans and applicable approved areawide water quality management plans

The proposed Task Order covers all these requirements.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Public Works Committee recommended approval of Task Order 25-08 at their August 12, 2025 meeting.

### FINANCIAL IMPACT

(If none, state N/A)

Compensation for Task Order 25-08 is on an hourly rate basis plus expenses an estimated fee not to exceed \$24,000.

### STAFF RECOMMENDATION

Staff recommends a motion to approve Task Order 25-08.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Task Order 25-08, Water Supply Service Area Plan





# OWNER REVIEW

**Strand Associates, Inc.®**  
910 West Wingra Drive  
Madison, WI 53715  
(P) 608.251.4843  
www.strand.com

# DRAFT

Task Order No. 25-08  
City of Whitewater, Wisconsin (OWNER)  
and Strand Associates, Inc.® (ENGINEER)  
Pursuant to Agreement for Technical Services dated December 30, 2020

## Project Information

Services Name: Water Supply Service Area Plan (WSSAP)

Services Description: Update the 2017 Water System Study, prepared by ENGINEER, to include the new WSSAP criteria in the Wisconsin Department of Natural Resources (WDNR) Administrative Code, Chapter NR 854.

## Scope of Services

ENGINEER will provide the following services to OWNER:

1. Review existing OWNER-provided documentation including the ENGINEER-prepared 2017 Water System Study.
2. Update the existing ENGINEER-prepared 2017 Water System Study to include additional criteria in the WDNR Administrative Code, Chapter NR 854.
  - a. Summarize and describe OWNER’s water withdrawals and water quality.
  - b. Describe OWNER’s current water use and population density and summarize the number of retail customers with a listing of the ten largest customers.
  - c. Inventory the sources and quantities of water supplies within OWNER’s service area limits.
  - d. Discuss the projected sales of water during the planning period.
  - e. Provide the demand estimate for the planning period through 2037 broken down by water use and service area.
  - f. Review the consistency of the Utility Master Plan with the City of Whitewater 2010 Comprehensive Plan, the 2009 Southeastern Wisconsin Regional Planning Commission Multi-Jurisdictional Comprehensive Plan Update for Walworth County, and 2021 Jefferson County Comprehensive Plan.
  - g. Incorporate OWNER-provided public participation documents.
  - h. Incorporate documentation of local governmental plan submission.
  - i. Incorporate OWNER-provided procedures used to implement and enforce the plan.
3. Prepare a draft study report and submit to OWNER.
4. Participate in one virtual review meeting with OWNER.
5. Incorporate OWNER comments, as appropriate, and finalize the WSSAP.

RDW GMM mro/R\MAD\Documents\Agreements\W\Whitewater, City of (WI)\ATS 2020\TO\202511-407 155 25-08.docx

# OWNER REVIEW

Strand Associates, Inc.®

City of Whitewater, Wisconsin

Task Order No. 25-08

Page 2

July 16, 2025

# DRAFT

## Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an estimated fee not to exceed \$24,000.

## Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of July 28, 2025. Services are scheduled for completion on December 31, 2025.

### TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF WHITEWATER, WISCONSIN

# DRAFT

# DRAFT

\_\_\_\_\_  
Joseph M. Bunker  
Corporate Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Weidl  
City Manager

\_\_\_\_\_  
Date

**To: City Council**

**John Weidl, City Manager**

**From: Tim Neubeck, IT Director**

**Date: August 12<sup>th</sup>, 2025**

**Subject: TDS PEG Channel Update**

Director of Public Works Marquardt and I have been working with TDS in their project to bring a TDS connection to City Hall for the purpose of the City broadcasting on a PEG channel on their network. Currently, TDS's connection is across the street from City Hall, and they are currently working with the City to bring the connection across the street into the building and terminating the connection. Discussions with TDS on this project are as recent as Monday, August 11<sup>th</sup>, and their construction teams are working with the City for whatever permitting is necessary. To my knowledge, no permits have been submitted as of this writing.

As some background, this connection was supposed to have been done in Q4 2024, but the City stopped receiving communication with TDS around this time regarding this project. Once this connection is established, the Media Services team will work with TDS engineers to test the broadcast signal over the period of up to several months. If this is based on the similar testing that Spectrum did in 2023 for that PEG channel, it may be 3 - 6 months until the City is broadcasting fully once the connection is made.







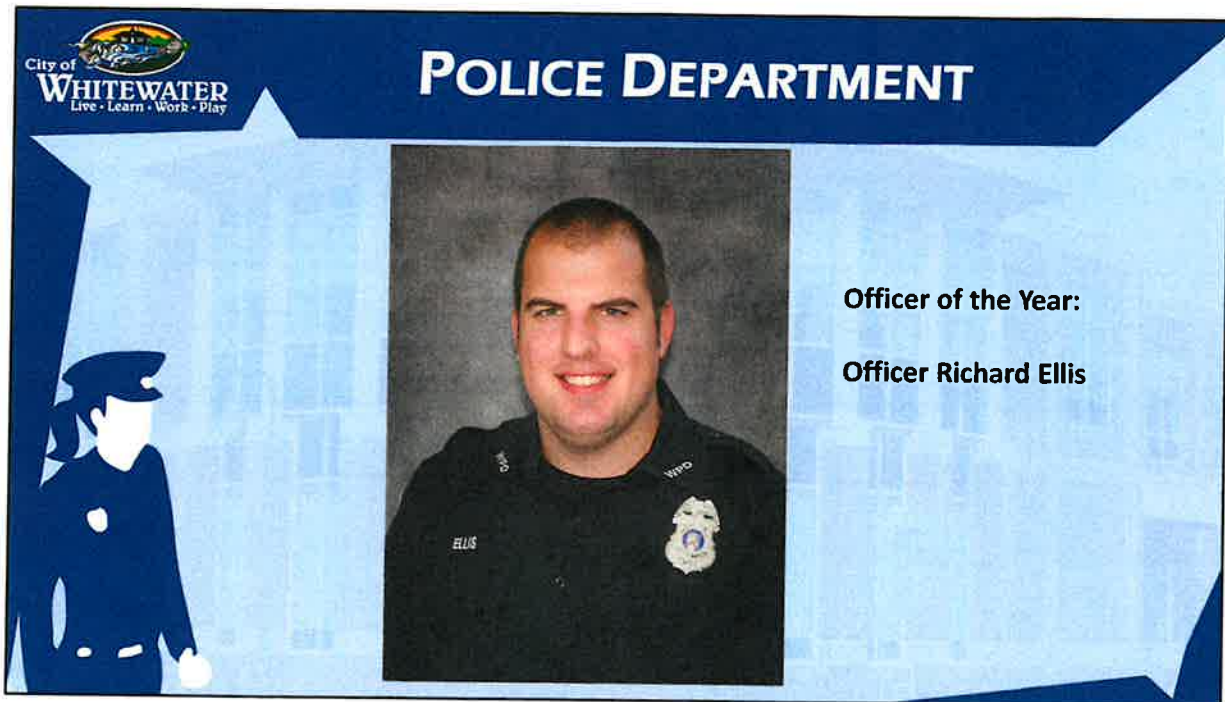
### **Highlights**

For the week of August 5<sup>th</sup>-13<sup>th</sup> -

- **Construction:** Walworth Avenue has the binder course placed with the surface layer planned for this week. Pavement marking is scheduled for August 25 and 26. It is scheduled to be open by the first day of school. On the Vanderlip project, paving of Fraternity and Florence Streets is scheduled for completion this week. On the lead lateral replacement project the contractor continues to make good progress with the project anticipated to be completed by the end of September.
- In the Street Department crews worked on removing, prepping and pouring miscellaneous sidewalk sections to remove tripping hazards. Crews continued to paint cross walks, parking stalls and stop bars. Of particular interest is the new traffic pattern on Prairie Street at Main Street. Southbound Prairie Street will have a dedicated right turn lane and a lane for left turn and through traffic. Other work included playground maintenance, roadside mowing and removing weeds on streets planned for chip sealing.

- In the Water Department staff continues to help with the lead lateral replacement project. Replacement of residential meters continues with less than 30 homes remaining. Modifications to Well 7 have started with the pulling of the well column pipe and sampling of the ground reservoir. Other work included large water meter testing, moving a fire hydrant on Starin Road for the UW steam project, and responding to a large quantity of locate requests.
- In the Wastewater Department, staff was dealing with a power surge that knocked out AC to all the buildings, created false alarms, disabled probes for reading, and knocked out the phones. Staff is fixing what they can in house and will be bringing in contractors to help with the others. 3<sup>rd</sup> quarter results for PFAS/PFOA continue to be low and consistent with previous readings.
- (Pictured above is some of the DPW workers on City Selfie Day)





### **Highlights**

- PD Interview(s) were held for the Patrol Lieutenant vacancy.
- Officers Garcia, Martin, and CSO Knurr (K-nur) attended the National Night Out (NNO) event in Elkhorn
- Initial plan for a police department evidence/training garage were approved by PARC board.
- All sworn staff completed De-escalation training as well as Swatting response training.
- Our detective bureau and command staff met virtually with a rep from AFR regarding facial recognition technology.
- Congratulations to the following staff who earned awards at the annual PD picnic:
  - Officer of the Year: Officer Richard Ellis
  - Civilian of the Year: Dispatcher Maci Shrock (SHR- ok)
  - Police Star: Lt. Ryan Aldrich, Officers Blake Dorman, Trey Bradley and Hunter Martin

**Trainer of the Year: Lt. Brandon Taylor**  
**Distinguished Service Award: Detective Anthony Heilberger (HEIL- Burger)**  
**Exceptional Service Award: Records Specialist Cathy Swartz**  
**Civilian Community Award: Community Crisis Liaison Araceli Wence (Wen - TS)**

**Details**



**Highlights**

***Week of July 24<sup>th</sup>- 30<sup>th</sup>-***

- Staff responded to 36 calls for service, making the daily average of 5.1 calls for service each day. 3 calls for service required POC response. Average POC response for All Calls was .33 per call. Mutual Aid was requested not requested from Whitewater during this time and we did not request Mutual Aid.
- AC Dion reported the Walworth Co radio project transition for Whitewater will be pushed back until September.

***Week of July 31<sup>st</sup>- August 6<sup>th</sup>-***

- Staff responded to 32 calls for service, making the daily average of 4.5 calls for service each day. 5 calls for service required POC response. Average POC response for All Calls was 1.4 per call. Mutual Aid was requested twice from Whitewater during this time and we did not request Mutual Aid.
- The State Patrol conducted it's bi-annual DOT inspections on all 3 Ambulances. Every Ambulance passed inspection.
- Whitewater was requested by Mukwonago on MABAS Box MUFD-12 with a Squad for a structure fire. While returning to Whitewater from the Mukwonago call for service, Lagrange was toned for an MVA at Hwy 12 & County H.



**Whitewater arrived on scene at the same time as Lagrange. The crew assisted Lagrange at their incident.**

***Week of August 7<sup>th</sup>- August 13<sup>th</sup>-***

- **Staff responded to 38 calls for service, making the daily average of 5.4 calls for service each day. 7 calls for service required POC response. Average POC response for All Calls was .71 per call. Mutual Aid was requested twice from Whitewater during this time and we did not request Mutual Aid.**
- **Retirees were invited to the station for the Annual Retiree Steak Fry. Dinner is prepared by fire department staff as a thank you to the retirees for their years of service while allowing them to stay connected and welcomed into the department they served for 20 plus years. 20 retirees attended along with 14 staff members attended.**
- **A new Ambulance was order with an estimated delivery in Q1 of 2028.**
- **Fort Atkinson Fire requested Whitewater with an Engine for Change of Quarters due to multiple calls during a storm. Engine 122 was canceled while enroute.**
- **Mukwonago requested Whitewater with a Squad for a working structure fire.**

**Details**

Monday, July 28<sup>th</sup> Chief Freeman met with WFD Inc board of directors. The following appointments were made during the meeting. Marisa Piper of Cold Spring Township - President, Dave Kyle of Lima Township – Vice President, Kim Cheney of Koshkonong Township – Secretary, and Orin Smith from the City of Whitewater – Treasurer.

AC Dion assisted Park & Rec during Messy Fest by filling the dunk tank and having the Brush Truck available for participants to clean up post activities.

Chief Freeman is working with the graphics vendor regarding the lettering of the new Ambulance that should arrive in early August.

Wednesday, August 6<sup>th</sup> staff attended the Grand Opening of the Solstice Clinic.

Wednesday, August 6<sup>th</sup> 2 members staffed an Ambulance for Dive training in Lake Geneva.



**Highlights-**

- US Shelter/Meadowview have pulled 20 out of 38 permits
- Parkview/Harbor Homes have pulled 13 out of 19 permits
- The new Economic Development Director, Mason Becker, starts 8/20. Mason brings substantial municipal experience, particularly in owner-occupied housing development projects, subdivision planning, TID management, and downtown redevelopment. Mason also served as Executive Director of the Watertown Redevelopment Authority and chaired the Main Street Task Force, preparing for the 2028 Main Street reconstruction. In addition to his professional background, Mason served five terms on the Fort Atkinson City Council, including multiple years as Council President, where he helped form an Economic Development Commission and guided land acquisition and annexation efforts for new housing. Mason is a graduate of UW Whitewater.

**Details**

The proactive code enforcement community meeting is scheduled for August 28<sup>th</sup> at 5pm in the community room. The goal is to proactively communicate the most

common code enforcement violations and how to avoid them.

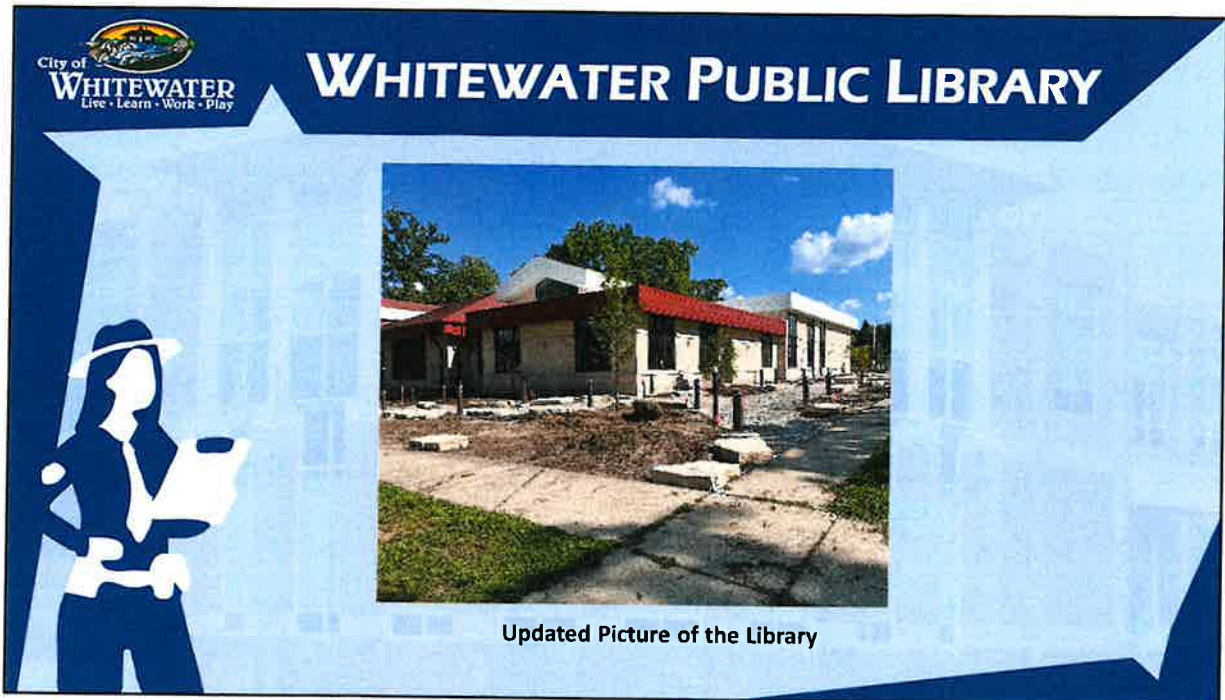
Stonehaven single family home development is progressing; the offer to purchase is being considered at the 8/19 Common Council meeting

A variety of code revisions are being reviewed and will begin making their way through the committee structure in the next month or so. Topics include adding a demolition permit, allowing in home child care in more zoning districts, updates to the sign code, changes to covenants and zoning in the tech park area and other areas of the city where dated covenants are recorded, and more.

Policy and procedure revisions at the Innovation Center continue; the goal is to have a current and streamlined approach to renting and leasing space at the Innovation Center

Revisions to the economic development loan and grant fund programs continues; the goal is to have these completed in the fall.

The Request for Proposal for the Comprehensive Plan is posted; the posting period ends on 8/29



### **Highlights**

- This summer the library partnered with the WUSD summer school teachers to lend them the Thinking Money for Kids games (that we received through an ALA grant), which they used for financial literacy summer school classes. They taught four financial literacy classes with a total of 48 kids.
- We had 46 applicants for the Programming & Makerspace Librarian position. We interviewed five candidates and offered the position to Hunter Swanson. Hunter will begin his position on September 2. Hunter currently works as the Youth Services & Makerspace Librarian at the Town Hall Library in North Lake, which is also a member of the Bridges Library System.
- The construction fence around the library was removed last week, and this week the landscapers have been placing stones and planting trees. The outdoor space is really starting to take shape.

### **Details**

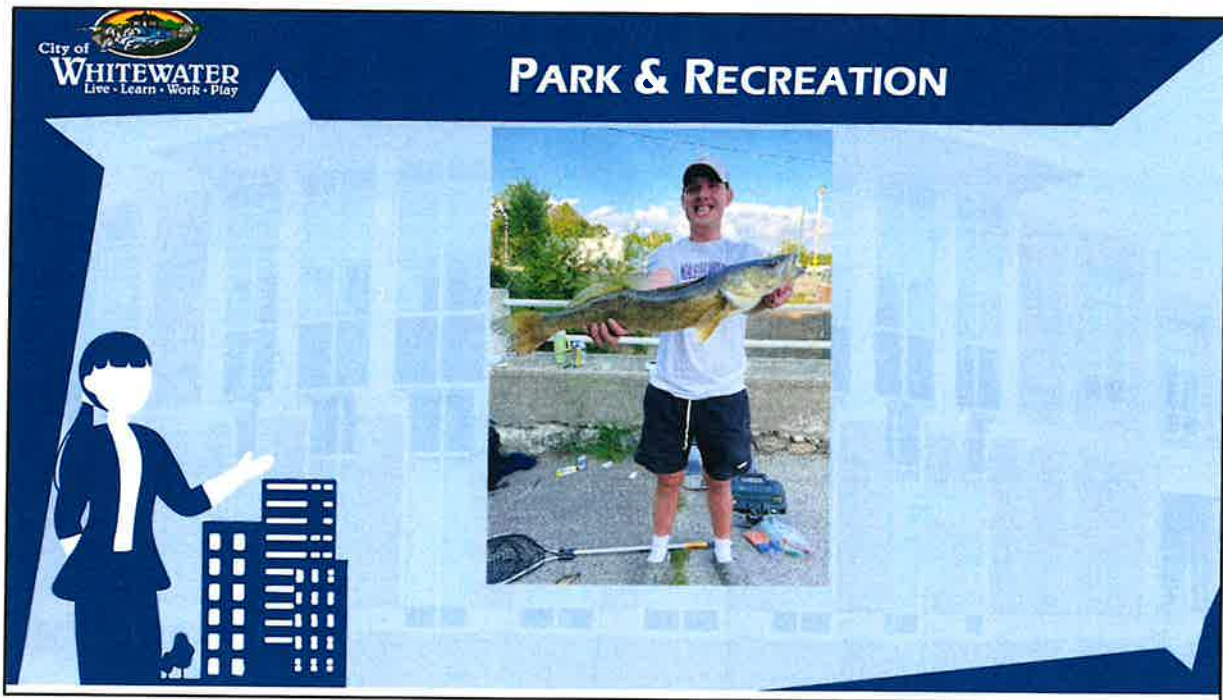
Diane Jaroch was interviewed by WCLO radio station concerning the renaming of the library from Irvin L. Young Memorial Library to Whitewater Public Library.



Sara French, Assistant Director, was interviewed extensively by the Daily Union concerning the renaming of the library.

The library received a \$10,000 donation to cover the cost of renaming and rebranding the library. We had 46 applicants for the Programming & Makerspace Librarian position. We interviewed five candidates and offered the position to Hunter Swanson. Hunter will begin his position on September 2. Hunter currently works as the Youth Services & Makerspace Librarian at the Town Hall Library in North Lake, which is also a member of the Bridges Library System.

The Summer Reading Program came to an end on August 1<sup>st</sup> with our final program Stories, S'mores & More. We had thirty-six children and seventeen adults complete the reading program.



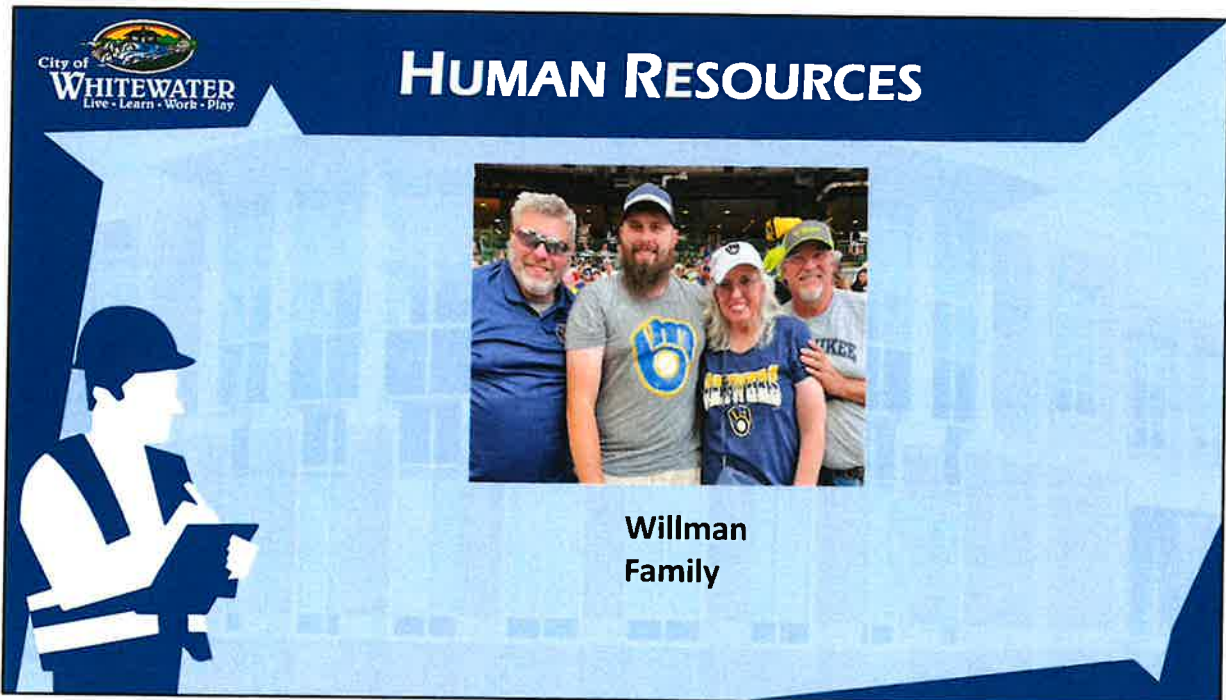
### **Highlights- Park & Rec Events-**

- **Messy Fest: What an AMAZING day! The park was filled with families enjoying all the fun (and messy!) activities you wouldn't want in your house—like a chocolate slip 'n slide, whipped cream Twister, a flour-filled swimming pool, and so much more.**
- **Concerts in the Park: The summer concert series is wrapping up, so don't miss the final show!**
- **Our local fisherman has truly found his honey hole, and the catches are coming in strong. With the sun shining and calm waters, it's a perfect day to grab your gear, head to the lake, and drop a line! (pictured above)**
- **Movies in the Park: Only one more movie left this season! Join us on September 6th for *Wicked*.**
- **School Registration: The Parks & Recreation Department participated in All-School Registration on Tuesday, August 5th. Our table was full of information about upcoming programs and events. The kids' favorite highlight? Hearing about the REAL reindeer coming to town this Christmas!**

### **Details**

### Seniors in the Park

Seniors in the Park recently hosted a *Wi-Fi Safety Workshop*, focused on helping participants stay safe online. The program covered tips for creating strong, secure passwords and even included a live demonstration showing just how quickly hackers can gain access to an account.



### Recruitment & Selection

- Retention

New employees: The City is excited to welcome Destine Bauschke (BOW-shkee) as our new Payroll/Accounts Payable Clerk and Michael Maas (MAH SS) as our Youth Program Coordinator.

### Employee Retention

- Thanks to the generosity of insurance broker, R & R Insurance, City staff were invited to enter a drawing for four Milwaukee Brewers tickets and a parking pass for the game on Friday, July 25, at 3:10 p.m. To enter, staff responded to the question, “What’s your favorite ballpark snack?” All responses received by noon on Friday were included in a random drawing. The winner, Susan Willmann, is pictured with her family. Also, brats “mustard” through as the favorite ballpark snack.

### **Details**

Staff is assisting the Parks and Recreation Department in recruitment for several



positions, including After School Program staff, Sports Officials and Front Desk staff and a Certified Dance Instructor at the Whitewater Aquatic & Fitness Center. Interested applicants are encouraged to visit the City's employment website for more information and to apply.

Destine was employed as an Individual Tax Specialist at MBE CPAs, a position she held since October 2020. Additionally, she holds a Bachelor of Business Administration from the University of Wisconsin–Whitewater and serves on the Finance & Legal Committee for the Whitewater Grocery Co.

Michael is a dedicated community member with a Bachelor of Arts in Mass Communication and Journalism from the University of Wisconsin–Whitewater. He served as a Substitute at Lakeview Elementary School and is an Owner/Broker/Agent of Tincher Realty, Inc. Michael is actively involved in local athletics and recreation, coaching youth and school sports and umpiring.



### **Highlights**

- **Media Service attended and filmed the grand out of Solstice Health, Pictured above. Solstice Health is a provider for City of Whitewater employees.**
- **The team is continuing to gather footage through the GoPro shots provided by the Fire Department and attended various training session. They also interviewed Chief Dion for the project.**
- **The PD recruitment video is now in the editing process. The PD recruitment video is scheduled for completion around Labor Day.**



- **Congratulations to our City Manager, John Weidl, on earning the prestigious Certified Economic Developer (CEcD) designation from the International Economic Development Council! This nationally recognized achievement highlights his expertise, leadership, and dedication to building a stronger economic future for Whitewater and our region.**
- **In addition, John recently graduated from the Certified Public Manager (CPM) program, further demonstrating his commitment to professional growth and excellence in public service.**



## CHIEF OF STAFF



**Thank You!**

**Becky Magestro**

Chief of Staff

262-473-0101


[bmagestro@whitewater-wi.gov](mailto:bmagestro@whitewater-wi.gov)

**Becky Magestro, Chief of Staff, can be contacted for any inquiries or issues.**



City of  
**WHITEWATER**  
Live • Learn • Work • Play

# CITY MANAGER



**Thank You!**

John Weidl  
City Manager  
262-473-0104  
[jweidl@whitewater-wi.gov](mailto:jweidl@whitewater-wi.gov)

**Thank you!**

To: Common Council Members

From: Emily McFarland, Interim Economic Development Director

Date: August 11, 2025

Topic: Housing Summary Responses

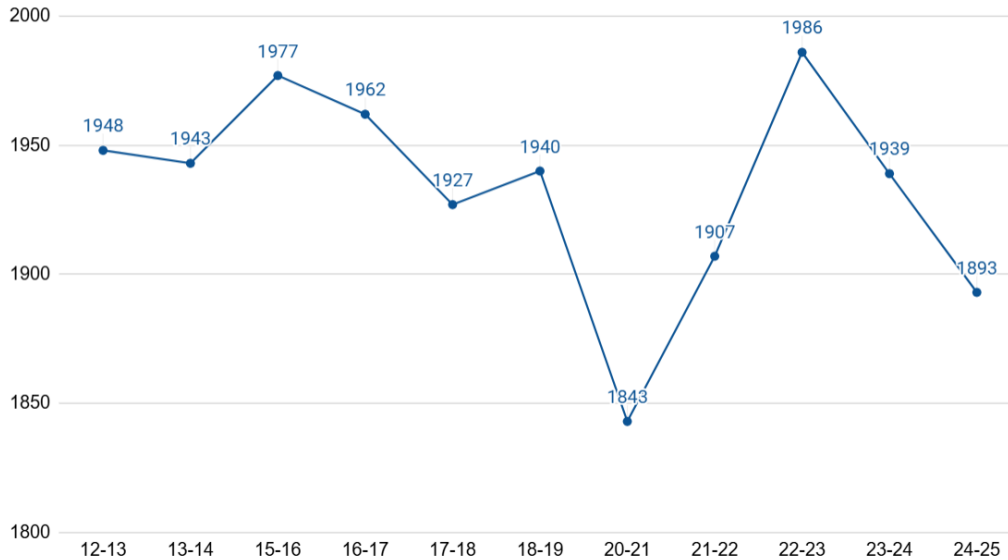
---

On June 17, 2025 I provided the council a housing approach summary document. On July 17, 2025, I provided the same memo to the CDA. This memo provides responses and context to the public comments shared at both of those meetings.

Below, in no particular order, are the comments and associated responses for each. Where applicable, I combined similar topics.

- a. Comment: The levy will increase (as a result of TIF/TID)
  - i. *Response: Tax Incremental Financing (TIF) doesn't automatically raise taxes on non-TIF properties. The levy, or the total tax collected, is set by the Common Council based on service and capital needs. Levy increases can happen with or without a tax incremental financing districts (TID). They can also occur one year, but not the next. It is possible to have TIDs and not have a levy increase, it is also possible to have TIDs and have a levy increase. The important thing to note here is that one does not necessarily mean the other will happen. The responsibility of the fiscal trajectory of the City of Whitewater rests in boards/committees and the common council.*
- b. Comment: TID creation will impact the number of children in schools and almost certainly impact the need for an additional school which will increase the levy/tax burden.
  - i. *Response: I reached out to the school district for projections on enrollment and potential capacity of their current schools. At this time, they do not have that data available. Below is a chart that was provided. This chart does not show a consistent trajectory up or down for enrollment.*

Enrollment History - Whitewater Unified School District



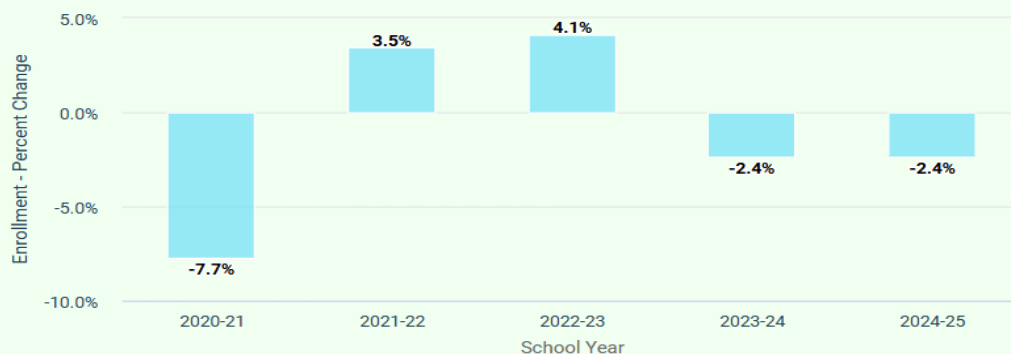
*I also reviewed the Wisconsin Department of Public Instruction’s website to see if there was any data to support a trend, below is that graph. From these two graphs, and available data, it is difficult to validate the concern that additional housing will increase enrollment beyond its capacity. The district graduates 91% of its students in four years, and is seeing at most a 4.1% increase in the last five years, then followed by two years of declining enrollment. Statewide, enrollment is declining as well.*

Enrollment Percent Change by Year - [All Students]



Whitewater Unified - [All Types] - [All Schools]

This graph shows the percent of change from year to year in student enrollment over the last 5 years. The vertical Y axis of the graph displays both positive and negative change. The GROUP BY selector and SCHOOL YEAR filter in the filter pane are not applied to this graph. The grouping is always by district and school year.



*While solid data is not available at this time, we can evaluate conservatively an impact currently approved projects, or those projects that are currently at Planning Commission level, may have on school capacity. The Finance Director provided the following analysis.*

*To fully assess and accurately forecast enrollment trends, we would require detailed data from the school district, which is not currently available. However, based on available information, we can make some preliminary assumptions to provide a rough estimate. The projections below were developed using data estimates from the National Multifamily Housing Council.*

*Key facts:*

- The district's highest enrollment year since 2013 was 2022-2023, with 1,986 students.*
- The most recent enrollment figure for 2024-2025 is 1,893 students.*

*Using housing development data of currently approved/Planning Commission level projects and standard student yield assumptions, we estimate:*

- The Whitewater Moraine View Project (Slater: 128 new housing units to be built over the next 2-3 years) could generate approximately 42 students.*
- The Bielinski project (99 single-family homes) is projected to add approximately 58 students.*
- The remaining US Shelter/Meadowview homes are estimated to add 4 students.*

*In total, these projects are projected to increase enrollment by approximately 104 students once all developments are complete. While enrollment numbers are subject to fluctuation, if all 104 additional students were to enter the district in a single year, total enrollment would reach 1,997 students—only 11 more than the district's most recent peak enrollment year. However, we know these housing units will be completed over time, and students naturally transition out of the district upon graduation, or through other life events. Therefore, it is unlikely that of the projects noted above, the full projected increase will create a need for an additional school building.*

*c. Comment: A cap on the TIF incentive should be discussed*

- i. Response: There is a wide range of approaches on a TIF cap throughout the state; this topic comes down to preference of the elected officials. The opinion I have offered is to*



*not set a cap and that is for one main reason- every deal is different. Whether you're buying a car, a house, or an appliance, each deal has different inputs at different times. Interest rates change, sales happen, down payments fluctuate, etc., so to set an amount today, that may be irrelevant in a year, or may not quite fit a project that would otherwise be very good for the community, can make development difficult. Further, setting a policy that may need to change, or having a project that may need an exception to the policy, can create mistrust.*

*d. Comment: Some of the affordable housing funds should be used for rehabilitation of existing homes/blight removal.*

*i. Response: Agree, this has been in the affordable housing policy that was adopted by the council on February 15, 2024, and has been on the list for further program development and refinement since late Spring 2025. Full updates to this program, and other loan programs, are expected to be complete in the Fall.*

*e. Comment: Concern that the city will exceed the 12% rule set by the state as it pertains to land inside of a TID.*

*i. Response: Wisconsin statute limits the amount of land value that can be located within a TIF district. In Wisconsin a city can't have more than 12% of its total property value in TIDs at any given time. For reference, this is the section of code 66.1105(4)(gm)4.c. and there is also a helpful TID related website on the Department of Revenue's website: <https://www.revenue.wi.gov/Pages/FAQS/slf-tif-vallimit.aspx#:~:text=It%20is%20calculated%20by%20adding,the%20municipality's%20total%20equalized%20value>.*

*What this means is that the city needs to be mindful of the amount of land value inside the districts in the city, exceeding the 12% would limit the city's ability to create new TID's or add land into existing districts. It does not mean that the city couldn't execute development agreements. The ability to execute development agreements in existing districts (with TID plans that identify developer incentives) does not rely on the city exceeding the 12% rule. Despite that, I did inquire with the Finance Director and she shared that the 2025 Preliminary Equalized Values are: the current total incremental value from all TIDs is \$ 63,574,800 and the city's total equalized value (TID in value) is \$ 1,102,056,600. We are at 5.77% this year. It is important to note, that should the City ever reach the 12% in the future, the city could amend the boundaries of the TIDs and remove properties to get below the 12%.*

- f. *Comment: The Slater multi-family project (Whitewater Moraine View) was approved prior to hearing comments from residents.*
- i. *Whitewater Moraine View was discussed at the May 16, 2024 Community Development Authority Meeting, the May 21, 2024 Common Council meeting, and the September 14, 2024 Planning and Architectural Review Commission (PARC) meeting. Public comment was available at each of those meetings.*
- g. *Comment: TID impact on the levy will be compounded by the referendum.*
- i. *Response: According to the Finance Director, the projections that were used for the referendum are the following:*
    1. *Walworth County estimated mill rate increase: \$1.18*
    2. *Jefferson County estimated mill rate increase: \$0.92**Additionally, see the response to “Comment A” for information on the levy.*
- h. *Comment: There are enough rentals in the city with already high vacancy.*
- i. *Response: Three housing studies have been done in the area of Whitewater, one in 2023, one in 2024 and recently Jefferson County had one completed in 2025. I am not providing data solely for Whitewater because the shortage of housing in the state has made buyers/renters more flexible on moving/commuting. For example, in the rental housing sector, just seven apartment communities of reasonable scale were constructed in all of Jefferson County during 2011-2024 timeframe. The lack of new larger developments means renters have to be flexible with location.*
    1. *2025 Study: The current vacancy for all surveyed apartment communities is about one percent. Some older apartments are seeing even less than one percent; this reflects a “tight and undersupplied rental housing market.” For comparison, a healthy rental market would have vacancies around five to six percent.*

**CURRENT VACANCY CONDITIONS: THE RENTAL HOUSING SECTOR  
JEFFERSON COUNTY, WISCONSIN: 1ST QUARTER 2025**

Classification	Current Vacancy Rate
<b>Apartment Communities Constructed 2011 - 2024</b> (Just 7 Projects Of Scale Totaling 426 Units)	<b>1.6</b>
<b>Apartment Communities Constructed 2000 - 2010</b> (Just 5 Projects Of Scale Totaling 488 Units)	<b>0.6</b>
<b>Apartment Communities Constructed Before 2000</b> (Sampling of 16 Projects Of Scale Totaling 803 Units)	<b>0.4</b>
<b>All Surveyed Apartment Communities</b> (28 Total Projects Of Scale Totaling 1,717 Units)	<b>1.0</b>

2. *2024 Study: “Fostered by a stable/growing economy, and on the heels of expected household growth, construction requirements for new housing in the Whitewater Market Area will average 400 units annually during the next five years. This 400-unit forecast can be tied specifically to household growth levels estimated at 255 per annum through 2028, along with 145 units representing the replacement of residences lost to demolition and abandonment and the need to provide a vacancy allowance for filtering or movement from one residence to another. Of the 400 units which could be constructed annually within the market during the forecast period, 225 will occur among for sale housing forms with 175 represented in the rental housing sector.”*

*“Given the supply deficiencies that exist in the conventional rental housing market, practically any suitable location within the city of Whitewater could be considered for development or redevelopment.”*

3. *2023 Study: “Future residential development potentials in Whitewater and surrounding areas are clearly evident. In other words, the city of Whitewater is well suited for the introduction of new market rate residential development over the next 5+ years including conventional “non-student” rental offerings and various forms of for sale housing. This favorable conclusion is based upon: more than adequate demand support for a variety of new construction housing*

*alternatives, notable supply-side constraints, an ample base of existing (and future) households with strong demographic profiles, tightness in both the rental and for sale sectors of the market, good schools, in-place employment, transportation, shopping/services, recreation, etc. and the opportunity to introduce new and differentiated housing product in a market where such product is needed.”*

*i. Comment: Taxes have increased dramatically*

*i. Response: The Finance Director conducted a review of a small sample of residential properties, tracking trends over the past 10 years. The analysis shows that:*

- Overall tax bills for these households have ranged from a 5% decrease to a 30% increase, with an average increase of 12% over the 10-year period.*
- During the same timeframe, assessed property values for these households have increased between 38% and 83%, with an average increase of 58%.*

*When isolating the past 5 years:*

- Overall tax bills have ranged from a 1% decrease to an 18% increase, with an average increase of 6% – notably lower than the rate of inflation during this period.*
- Assessed property values have increased between 35% and 60%, with an average increase of 44%.*

*j. Comment: The housing that is being built is not affordable.*

*i. Response: Affordability is typically defined as housing where occupants spend no more than 30% of their gross household income on housing costs, including utilities. There is no set standard, but this is generally accepted. According to 2023 American Community Survey data, in Whitewater the average median income was \$49,000. The nuance to Whitewater is that the student population is included in this data. There is no perfect way currently to exclude students from the data, so I’ve considered the data two different ways.*

*1. Income Breakdown by Age*

- a. Under 25 years: ~\$23,250*
- b. Age 25-44: ~\$74,978*
- c. Age 45-64: ~\$90,313*
- d. 65 and over: ~\$53,646*



e. *If Under 25 years old is removed, which I acknowledge is not perfect, and the average of the remaining three are taken, the average is \$72,979, and 30% of that would be \$1824*

2. *County Review*

a. *Walworth County's median income is \$75,229, 30% would be \$1,880*

*The important component to remember is that housing is a system, if \$1800 a month is too expensive for some, it isn't for all, and those folks who can afford it free up their current housing location, and then the person who has been waiting for a \$1400-month housing opportunity take that spot and free up their \$1000 a month space, and so on. Housing being built in Whitewater today is not just for current Whitewater residents, it is being considered for commuters and future residents as well.*

k. *Comment: Why incentivize housing development*

i. *Response: The cost of construction is about 40% higher than it was pre-COVID.*

*According to the US Bureau of Labor Statistics, the producer price index (PPI), where goods like steel, copper and lumber are tracked, has seen about a 40% increase since the pandemic. See chart below. Quite simply, the cost to build is so high that in order to recoup those costs, a builder would have to increase the sale/rent price, or be incentivized to build. Additionally, location does play a role. The cost to build in Whitewater is the same as it is in metropolitan areas, or areas near a major highway. In these areas, builders could charge more for the purchase price/rent and be more profitable. To encourage building in locations that don't garner those higher rents, communities turn to incentivizing the build, acknowledging the that short-term loss of portions of the tax revenue, will have a positive impact in the long run. Further, a post-pandemic shift in economic development is happening, and that is a shift away from housing following business/industry, and a shift world business/industry following housing. This shift acknowledges the value in being a community where people live; the home of the workforce, has an easier path to becoming the home of the employer.*

## Materials costs jumped 40.5% since February 2020

PPI for inputs to nonresidential construction, indexed to 100 in June 2010.



Chart: Sebastian Obando/Construction Dive • Source: U.S. Bureau of Labor Statistics • Created with [Datawrapper](#)

- l. *Comment: Why isn't there an investment being made in industry/commercial*
  - i. *Response: The City is, and has been, working on commercial/industrial development. Areas to point to include the loans/grants provided to industry partners through the CDA, the development agreements and land sales to companies from the trades, to manufacturers to service providers. I would also share that since May, I have worked with nearly 20 different businesses on their plans to expand, relocate, or add product lines in the community. In 2026, a revitalized Business, Retention and Expansion (BRE) program will be available to further that work, as well as refined targets for the CDA's loan programs.*
  
- m. *Comment: Non-profits are not paying property taxes*
  - i. *Response: In Wisconsin, the primary statute that outlines property tax exemptions for non-profit organizations is Wisconsin Statute § 70.11. The city cannot discriminate against non-profits by prohibiting them access to land in the city, nor can the city legally charge them property taxes.*
  
- n. *Comment: Existing housing rental businesses will not be sustainable*
  - i. *Response: The data mentioned in response to "Comment H" substantiates the need for more housing in addition to what is currently in the market.*



[www.whitewater-wi.gov](http://www.whitewater-wi.gov)  
Telephone: 262-473-0148  
Fax: 262-222-5901

Office of Economic Development  
312 W. Whitewater St.  
Whitewater, WI 53190

I would like to thank and acknowledge the work of Finance Director Rachelle Blich in providing financial projections/analysis for this memo. I will be present at the meeting to answer any additional questions.

Thank you,

Emily McFarland

Interim Economic Development Director



# PARC Agenda Item

Meeting Date:	August 11, 2025
Agenda Item:	Resolution deeding lots /A503200001 and A/503200002 to the CDA
Staff Contact (name, email, phone):	Emily McFarland, Interim Economic Development Director, emcfarland@whitewater-wi.gov

## BACKGROUND

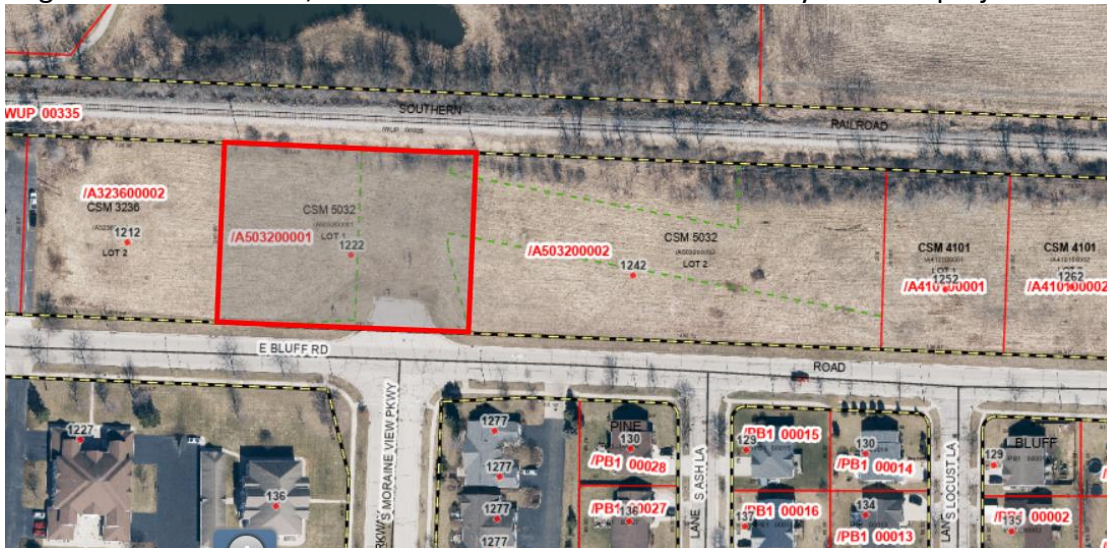
(Enter the who, what when, where, why)

The Economic Development team has been working on a variety of development projects, one being single-family home development. One of the single-family developers the team has been working with is Stonehaven; they recently presented at the July CDA meeting and the CDA approved recommending an offer to purchase the land to the Common Council.

The land that this developer submitted an offer on, is what is being considered today. Upon a title search, it was determined that the land is owned by both the City and the CDA. In an effort to streamline the development process, the recommendation was made from Attorney Manthe to deed the land to one entity. That deed is what is being presented to you today.

Wis. Stat. Sec. 62.23(5) requires that a number of types of matters be referred to the City Plan Commission. The relevant portion of the statute provides "... the location, acceptance, extension, alteration, vacation, abandonment, change of use, sale, acquisition of land for or lease of land for any street, alley or other public way, park, playground, airport, area for parking vehicles, or other memorial or public grounds..." The most relevant part being the sale or acquisition of land for public grounds is required to be referred to the Plan Commission for a recommendation before the Council can take action.

Regardless of this deed, the PARC will maintain their authority over the project site review process.



## PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)



---

**FINANCIAL IMPACT**

(If none, state N/A)

N/A

---

**STAFF RECOMMENDATION**

I recommend that the PARC recommend approval of the deed to the Common Council. This will make one entity own the land, but will retain the project site review process with the PARC and the overall project approval with the Common Council.

---

**ATTACHMENT(S) INCLUDED**

(If none, state N/A)

Resolution

Deed

---

State Bar of Wisconsin Form 3-2003  
**QUIT CLAIM DEED**

Document Number

Document Name

**THIS DEED**, made between the City of Whitewater, a Wisconsin municipal corporation

("Grantor," whether one or more), and the Community Development Authority of the City of Whitewater, Wisconsin, a body politic established and created by the City of Whitewater, Wisconsin, a municipal corporation

("Grantee," whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Walworth

County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

**Lots 1 and 2 of CERTIFIED SURVEY MAP NO. 5032 recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on June 06, 2022, as Document No. 1063100, said Certified Survey Map being a redivision of Lot 3 of Certified Survey Map No. 3236 and a portion of Lot 4 of Certified Survey Map No. 3125 and a portion of Vacated Bluff Road by City of Whitewater Resolution dated April 4, 2000 and Vacated portion of Moraine View Parkway as per Document No. 1049284 and a portion of unplatted land, all located in part of the Northeast 1/4 of the Southeast 1/4 and part of the Northwest 1/4 of the Southeast 1/4 Section 3, Town 4 North, Range 15 East, City of Whitewater, Walworth, Wisconsin.**

**\*This conveyance is exempt from a transfer fee pursuant to Wis. Stats. Section 77.25(2).**

Recording Area

Name and Return Address

**Rick A. Manthe  
Stafford Rosenbaum LLP  
P.O. Box 1784  
Madison, WI 53701-1784**

/A503200001 and /A503200002

Parcel Identification Number (PIN)

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

Dated \_\_\_\_\_

**City of Whitewater**

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

\* \_\_\_\_\_ **\* By: John Weidl, City Manager**

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

\* \_\_\_\_\_

**AUTHENTICATION**

Signature(s) \_\_\_\_\_

authenticated on \_\_\_\_\_

\* \_\_\_\_\_

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

THIS INSTRUMENT DRAFTED BY:

**Rick A. Manthe  
Stafford Rosenbaum LLP**

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )

\_\_\_\_\_ ) ss.  
\_\_\_\_\_ COUNTY )

Personally came before me on \_\_\_\_\_,

the above-named \_\_\_\_\_

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

\* \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

My commission (is permanent) (expires: \_\_\_\_\_)

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

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

QUIT CLAIM DEED

©2003 STATE BAR OF WISCONSIN

FORM NO. 3-2003

Item 15.

the below signatures.



# Common Council Agenda Item

Meeting Date:	August 13, 2025
Agenda Item:	Deed and Offer to Purchase /A503200001 and /A503200002 and
Staff Contact (name, email, phone):	Emily McFarland, emcfarland@whitewater-wi.gov

## BACKGROUND

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

The City has been approached by Stonehaven Development to purchase lots /A50320001 and /A503200002. The offer is attached.

I have been working with Stonehaven Development on a concept to bring modular single-family homes to the community since May. Throughout the last two+ months, the developer and I have been working on details on the development such as the site, product type and some initial pro forma work. That work was fruitful and it led to a site visit to the manufacturer with the developer, the City Manager and I to view the product. That effort was worthwhile; it provided good insight into the quality, finishes and timing, and it led to this offer to purchase. The offer is to purchase the two lots for \$1 with the contingency that we agree to a development agreement within 90 days and that rezoning occurs. The offer to purchase for \$1 is because of the goal to keep the sale price lower; the price at this time is a maximum price of \$340,000.

The intended purpose is to build up to eight (on the city owned land) modular style, three-bedroom, two-bathroom, 1300-1500 square foot affordable single-family homes. The homes will have standard eight foot poured basements that are plumbed for a future bathroom, site concrete completed including a patio, driveway and walkway to the home, dirt/seed/straw matting landscape, and all appliances including washer and dryer. The transaction is noted to close by 10/17/2025.

What is before the council tonight are two items. The first is a Quit Claim Deed. The land in question is currently owned by both the City and the CDA. The recommendation was made by Attorney Manthe to consolidate into one owner for ease of the project. The CDA was selected to receive the land because that body will work out the components of the development agreement prior to it arriving to the council for their consideration, and land will certainly be a component considered in the negotiation. Additionally, prior to the PARC meeting, the CDA had already approved recommending the offer to purchase.

The second item is the consideration of the offer to purchase; the council is not considering the components of the development deal at this time. The offer does allow a period of time for that process, and should this offer be approved by the Common Council, we will proceed with a development agreement and return back to the appropriate city boards/committees/council.

## PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

July 17<sup>th</sup>: CDA recommended the approval of the offer to purchase

August 11<sup>th</sup>: PARC recommended approval of a deed to transfer the land in question to the CDA

## FINANCIAL IMPACT

(If none, state N/A)

The sale of these two lots will allow for positive tax revenue generation over time, versus currently being owned by non-taxpaying entities.

### STAFF RECOMMENDATION

I recommend approving the offer to purchase. The goal is to bring a variety of housing types to the community, and the opportunity to bring an affordable single-family home option to the community, more quickly than traditional single-family homes, is worth pursuing. The current target for construction of a home, once everything is approved, is six months or less.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

Offer to purchase





**RESOLUTION No. \_\_\_\_\_**  
**A RESOLUTION APPROVING STONEHAVEN DEVELOPMENT, LLC'S**  
**OFFER TO PURCHASE PROPERTY LOCATED AT 1222 AND 1242 EAST**  
**BLUFF ROAD**

WHEREAS, the City of Whitewater Community Development Authority (the "CDA") owns certain real property located at 1222 and 1242 East Bluff Road (/A503200001 and A/503200002), in the City of Whitewater, Wisconsin (the "Property").

WHEREAS, the Stonehaven Development, LLC wishes to develop the property for residential purposes and has submitted an offer to purchase the Property.

WHEREAS, the city desires to convey the Property to Stonehaven Development, LLC.

WHEREAS, the city has determined that conveying the Property to Stonehaven Development, LLC is in the public interest.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Whitewater that the offer to purchase from Stonehaven Development, LLC is approved, and the appropriate officials are authorized to execute any agreements or other necessary documents to complete the transaction.

Resolution introduced by Common Council Member \_\_\_\_\_, who moved for its adoption.

Seconded by Common Council Member \_\_\_\_\_.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ADOPTED: \_\_\_\_\_, 2025

\_\_\_\_\_  
John Weidl, City Manager

\_\_\_\_\_  
Heather Boehm, City Clerk

Approved by the Wisconsin Real Estate Examining Board  
7-1-24 (Optional Use Date) 8-15-24 (Mandatory Use Date)

Legacy Realty Group, LLC  
Page 1 of 12, WB-13

**WB-13 VACANT LAND OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON July 2, 2025 [DATE] IS (AGENT OF BUYER)

2 (~~AGENT OF SELLER/LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) [STRIKE THOSE NOT APPLICABLE]

3 The Buyer, Stonehaven Development, LLC

4 offers to purchase the Property known as see lines 655-660 of this Offer

5 \_\_\_\_\_

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach  
7 as an addendum per line 682] in the City of Whitewater, County

8 of Walworth Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is One  
10 \_\_\_\_\_ Dollars (\$ 1.00 ).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date  
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: \_\_\_\_\_

13 \_\_\_\_\_

14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included  
15 or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at  
17 lines 12-13) and the following: \_\_\_\_\_

18 \_\_\_\_\_

19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented  
20 and will continue to be owned by the lessor.**

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

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in  
27 an addendum per line 682.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer  
29 on or before August 29, 2025.

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term  
35 Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on no later than 10/17/2025

37 \_\_\_\_\_

38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,  
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently  
41 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real  
42 estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money  
43 transfer instructions.**

44 **EARNEST MONEY**

45  **EARNEST MONEY** of \$ \_\_\_\_\_ accompanies this Offer.  
46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged \_\_\_\_\_

47  **EARNEST MONEY** of \$ \_\_\_\_\_ will be mailed, or commercially, electronically  
48 or personally delivered within \_\_\_\_\_ days ("5" if left blank) after acceptance. \_\_\_\_\_

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as \_\_\_\_\_  
50 \_\_\_\_\_) [STRIKE THOSE NOT APPLICABLE]

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an  
53 attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special  
54 disbursement agreement.**

55  THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

Property Address: see lines 655-660 of this Offer, ,

116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other  
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission  
118 lines located on but not directly serving the Property.

119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic  
120 substances on neighboring properties.

121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the  
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or  
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but  
124 that are not closed or abandoned according to applicable regulations.

125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic  
system serving the Property not closed or abandoned according to applicable regulations.

127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or  
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel  
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may  
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;  
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department  
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use  
133 or not. Department regulations may require closure or removal of unused tanks.)

134 k. Existing or abandoned manure storage facilities located on the property.

135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;  
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special  
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.

138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special  
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division  
140 involving the Property without required state or local permits.

141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit  
142 and there are common areas associated with the Property that are co-owned with others.

143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,  
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan  
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that  
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the  
147 county.

148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning  
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation  
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated  
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization  
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or  
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-  
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements  
155 other than recorded utility easements.

156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment  
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.

158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop  
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will  
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or  
162 similar group of which the Property owner is a member.

163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint  
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but  
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,  
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of  
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.

168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an  
169 existing condition.

170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting  
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or  
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other  
177 Defect or material condition.

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these  
 243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or  
 245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on  
 246 lines 256-281 shall be deemed satisfied unless Buyer, within 90 days ("30" if left blank) after acceptance, delivers: (1)  
 247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence  
 248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,  
 249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions  
 250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: rezoning the property as single family  
 252 and divide into single family lots for the purpose of building 3 bedroom 2 bathroom homes  
 253 between 1300-1500 squarefeet [insert proposed use  
 254 and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to  
 255 purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].

256  **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines  
 257 251-255.

258  **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that  
 259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such  
 260 development.

261  **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a  
 262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must  
 263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of  
 264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of  
 265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255

266 ALL THAT APPLY  conventional in-ground;  mound;  at grade;  in-ground pressure distribution;  holding  
 267 tank;  other: \_\_\_\_\_.

268  **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions  
 269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or  
 270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271  **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the  
 272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items  
 273 related to Buyer's proposed use: \_\_\_\_\_  
 274 \_\_\_\_\_

275  **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at  
 276 the lot line, across the street, etc.)  CHECK AND COMPLETE AS APPLICABLE :

277  electricity \_\_\_\_\_;  gas \_\_\_\_\_;  sewer \_\_\_\_\_;  
 278  water \_\_\_\_\_;  telephone \_\_\_\_\_;  cable \_\_\_\_\_;  
 279  other \_\_\_\_\_.

280  **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public  
 281 roads.

282  **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller)  STRIKE ONE ("Buyer" if neither  
 283 stricken) obtaining the following, including all costs: a  CHECK ALL THAT APPLY  rezoning;  conditional use permit;  
 284  variance;  other \_\_\_\_\_ for the Property for its proposed use described at lines 251-255.  
 285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within \_\_\_\_\_ days of  
 286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287  **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing)  STRIKE ONE ("Seller  
 288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by  
 289 a registered land surveyor, within \_\_\_\_\_ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's)  STRIKE ONE  
 290 ("Seller's" if neither is stricken) expense. The map shall show minimum of \_\_\_\_\_ acres, maximum of \_\_\_\_\_  
 291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the  
 292 Property, the location of improvements, if any, and: \_\_\_\_\_  
 293 \_\_\_\_\_

294  STRIKE AND COMPLETE AS APPLICABLE Additional map features that may  
 295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot  
 296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**  
 298 **to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers  
 300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially  
 301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of  
 302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to



Property Address: see lines 655-660 of this Offer, ,

363 sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached  
 364 per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly  
 365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow  
 366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise  
 368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments  
 369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_%.

372  **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed \_\_\_\_\_%. The initial interest rate  
 373 shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% ("2" if  
 374 left blank) at the first adjustment and by not more than \_\_\_\_\_% ("1" if left blank) at each subsequent adjustment.

375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus \_\_\_\_\_% ("6" if  
 376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer  
 378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment  
 380 (even if subject to conditions) that is:

381 (1) signed by Buyer; or

382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy  
 384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to  
 386 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment  
 387 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.  
 389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of  
 390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this  
 392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall  
 393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of  
 394 unavailability.

395  **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or

397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same  
 399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to  
 401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit  
 402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within \_\_\_\_\_ days ("7" if left blank) after  
 404 acceptance, Buyer shall deliver to Seller either:

405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at  
 406 the time of verification, sufficient funds to close; or

407 (2) \_\_\_\_\_  
 408 \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written  
 410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain  
 411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's  
 412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject  
 413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of  
 414 access for an appraisal constitute a financing commitment contingency.

415  **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised  
 416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
 417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than  
 418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days after acceptance, delivers to Seller a copy  
 420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting  
 421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase  
 424 price to the value shown on the appraisal report within \_\_\_\_\_ days ("5" if left blank) after Buyer's delivery of the appraisal

Property Address: see lines 655-660 of this Offer, ,

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
 486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
 487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

**TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
 490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
 491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
 492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
 493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land  
 494 Disclosure Report and in this Offer, general taxes levied in the year of closing and \_\_\_\_\_

495 \_\_\_\_\_ (insert other allowable exceptions from title, if  
 496 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute  
 497 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**  
 500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**  
 501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of  
 503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall  
 504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's  
 505 lender and recording the deed or other conveyance.

506 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)  
 507 ~~STRIKE ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded  
 508 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance  
 509 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or  
 510 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-  
 511 523).

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney  
 513 or Buyer not more than \_\_\_\_\_ days after acceptance ("15" if left blank), showing title to the Property as of a date no more  
 514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be  
 515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
 517 objections to title within \_\_\_\_\_ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In  
 518 such event, Seller shall have \_\_\_\_\_ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to  
 519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to  
 520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the  
 521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver  
 522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not  
 523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced  
 525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments  
 526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution  
 527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**  
 529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**  
 530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**  
 531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**  
 532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**  
 533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
 535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
 536 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are \_\_\_\_\_

537 \_\_\_\_\_  
 538 \_\_\_\_\_ . Insert additional terms, if any, at lines 655-660 or attach as an addendum per line 682.

**DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document  
 541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice  
 542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under  
 544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability  
 605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party  
 606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.  
 607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the  
 608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**  
 610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**  
 611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**  
 612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**  
 613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller  
 615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds  
 616 and inures to the benefit of the Parties to this Offer and their successors in interest.

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

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)  
 621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the  
 622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding  
 623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign  
 624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the  
 625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**  
 627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**  
 628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a  
 630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers  
 631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified  
 633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's  
 634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,  
 635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this  
 636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the  
 638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding  
 639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,  
 641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC  
 642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall  
 643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also  
 644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,  
 645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**  
 647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption  
 648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding  
 649 FIRPTA.

650  **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of  
 651 \_\_\_\_\_ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage  
 652 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any  
 653 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party  
 654 beneficiary of this contract.

655 **ADDITIONAL PROVISIONS/CONTINGENCIES** This Offer is for the following parcels: /A503200001,  
 656 and /A503200002. This Offer is contingent on the Buyer and Seller mutually agreeing to a  
 657 Development Agreement within 90 days from acceptance of this Offer. Seller is aware, the  
 658 managing member of Stonehaven Development, LLC is a licensed Wisconsin real estate broker.

659 \_\_\_\_\_  
 660 \_\_\_\_\_  
 661 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
 662 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
 663 664-679.

MEMO

To: Common Council

From: John Weidl, City Manager

Date: 8/6/2025

Re: Lakes District

Councilmembers,

After legal review, it has been confirmed that a non-binding referendum is not permitted unless it addresses specific topics outlined under Wis. Stat. § 66.0145, such as capital expenditures funded by the property tax levy, political subdivision revenue sharing, boundary changes via cooperative plans, or utility services like cable or telecommunications.

As a non-binding referendum question gauging public support for the creation of a lakes district does not fall under any of these categories, placing it on the ballot as a non-binding referendum is not legally allowed.

Please reach out if you have further questions or would like to explore alternative approaches. See attached for emails between Russell Law Offices and myself.



**From:** [John Weidl](#)  
**To:** [Becky Magestro](#)  
**Subject:** Fw: Lakes District Q  
**Date:** Wednesday, August 6, 2025 8:38:58 AM  
**Attachments:** [image001.png](#)

---

Becky,

Please include all of this for future item 17 for next council meeting.

Councilmembers,

After legal review, it has been confirmed that a non-binding referendum is not permitted unless it addresses specific topics outlined under Wis. Stat. § 66.0145, such as capital expenditures funded by the property tax levy, political subdivision revenue sharing, boundary changes via cooperative plans, or utility services like cable or telecommunications.

As the proposed Lakes District question does not fall under any of these categories, placing it on the ballot as a non-binding referendum is not legally allowed.

Please reach out if you have further questions or would like to explore alternative approaches.

Best, - JSW

John S. Weidl  
City Manager, City of Whitewater

---

312 W. Whitewater St., Whitewater, WI 53190  
262-473-0104 | [jweidl@whitewater-wi.gov](mailto:jweidl@whitewater-wi.gov)  
[www.whitewater-wi.gov](http://www.whitewater-wi.gov)

---

**From:** Riley Calouette <[rcalouette@russelllawwi.com](mailto:rcalouette@russelllawwi.com)>  
**Sent:** Thursday, July 3, 2025 8:50:26 AM  
**To:** John Weidl <[jweidl@whitewater-wi.gov](mailto:jweidl@whitewater-wi.gov)>  
**Cc:** Tim Brovold <[tbrovold@russelllawwi.com](mailto:tbrovold@russelllawwi.com)>  
**Subject:** RE: Lakes District Q

**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.

Draft Reply for John:

John,

My research indicates that a non-binding referendum would not be allowed unless it addressed a "capital expenditure proposed to be funded by the property tax levy of the city" Wis. Stat. 66.0145. There are also other additional topics that are allowed under that

statute. These include political subdivision revenue sharing, boundary changes pursuant to a cooperative plan, operation of a cable television system, or the operation of a local telecommunications utility service. If your topic falls outside of these topics, however, a non-binding resolution cannot be used.

Please let me know if you have any additional questions.

Best,



**Riley M. Calouette**

**Associate Attorney**

[rcalouette@russelllawwi.com](mailto:rcalouette@russelllawwi.com)

(608) 448-3680

[www.russelllawwi.com](http://www.russelllawwi.com)

[Make A Payment](#)

Brodhead | Cuba City | Darlington | Dodgeville | Fort Atkinson | Jefferson | Marshall | Platteville | Shullsburg | Stoughton | Waunakee | Warren, IL | Whitewater

**Confidentiality Notice:** This e-mail may contain confidential and privileged material which represents attorney-client privilege. It is for the sole use of the intended recipient. Any review or distribution by others is strictly prohibited. If you are not the intended recipient, please contact me and delete all copies.

\*One of our areas of practice is debt collection. As a debt collector any information obtained will be used for that purpose.

---

**From:** John Weidl <jweidl@whitewater-wi.gov>

**Sent:** Thursday, July 3, 2025 8:36 AM

**To:** Riley Calouette <rcalouette@russelllawwi.com>

**Cc:** Tim Brovold <tbrovold@russelllawwi.com>

**Subject:** Re: Lakes District Q

Riley,

Assume for the sake of your answer that it would not. Meaning it would simply be a non-binding referenda question asking the voters if they support the creation of a lakes district through resolution by the Common Council.

I assume any ask that requires a change to the levy would have to be a binding referendum.

A city manager, I'm interested in knowing if the new state laws that greatly reduced the number of reasons one can ask a non-binding referendum would prevent the city from asking a non-binding referendum in this context.

Best, - JSW

John S. Weidl

City Manager, City of Whitewater

---

312 W. Whitewater St., Whitewater, WI 53190  
262-473-0104 | [jweidl@whitewater-wi.gov](mailto:jweidl@whitewater-wi.gov)  
[www.whitewater-wi.gov](http://www.whitewater-wi.gov)

---

**From:** Riley Calouette <[rcalouette@russelllawwi.com](mailto:rcalouette@russelllawwi.com)>  
**Sent:** Thursday, July 3, 2025 8:32:12 AM  
**To:** John Weidl <[jweidl@whitewater-wi.gov](mailto:jweidl@whitewater-wi.gov)>  
**Cc:** Tim Brovold <[tbrovold@russelllawwi.com](mailto:tbrovold@russelllawwi.com)>  
**Subject:** Lakes District Q

**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.

Hello John,

I am an associate of Tim's and I am assisting him with resolving the City's question about the lakes district. We believe the question was whether the City may use a non-binding referendum or resolution to determine public support for the lakes district in an upcoming election.

To resolve that question, I have a clarifying question regarding the lakes district proposal:

- Does the currently proposed plan for the lake district require a capital expenditure that is funded by a property tax levy of the city?

Please let me know your thoughts.

Best,



**Riley M. Calouette**  
Associate Attorney  
[rcalouette@russelllawwi.com](mailto:rcalouette@russelllawwi.com)  
(608) 448-3680  
[www.russelllawwi.com](http://www.russelllawwi.com)  
[Make A Payment](#)

Brodhead | Cuba City | Darlington | Dodgeville | Fort Atkinson | Jefferson | Marshall | Platteville | Shullsburg | Stoughton | Waunakee | Warren, IL | Whitewater

**Confidentiality Notice:** This e-mail may contain confidential and privileged material which represents attorney-client privilege. It is for the sole use of the intended recipient. Any review or distribution by others is strictly prohibited. If you are not the intended recipient, please contact me and delete all copies.

\*One of our areas of practice is debt collection. As a debt collector any information obtained will be used for that purpose.



# Council Agenda Item

Meeting Date:	August 19, 2025
Agenda Item:	Approval of Assessor Contract
Staff Contact (name, email, phone):	Rachelle Blitch, <a href="mailto:rblitch@whitewater-wi.gov">rblitch@whitewater-wi.gov</a> , 262-473-1380

## BACKGROUND

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

The City issued a Request for Proposals for assessment services and received one proposal, submitted by Accurate Appraisal. The proposal includes two service options, both structured as six-year contracts:

1. Annual interim market updates each year
2. A blended approach, alternating between interim market updates and maintenance years

The City has been conducting annual market updates, along with on-site visits to 1/6 of the properties each year. Since all properties have now been verified through this process, we do not believe the added cost of continuing the 1/6th walk-throughs is justified. Accurate Appraisal will continue to conduct site visits for new construction and properties with active permits as part of ongoing assessment maintenance.

## PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

## FINANCIAL IMPACT

(If none, state N/A)

The City’s current cost for assessment services is approximately \$40,000 per year. Under the new proposal, the annual rate for market update years would be \$48,000, while maintenance years would be billed at \$33,000.

Depending on the service option selected, the total cost over the six-year contract period would range from \$243,000 to \$288,000.

## STAFF RECOMMENDATION

Staff recommends approving the contract with Accurate Appraisal. While there have been some challenges along the way, we believe significant progress has been made over the past two years. At this time, Council will need to determine which of the proposed service options best aligns with the City's goals moving forward.

## ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Accurate Appraisal’s Proposal





# ASSESSMENT SERVICES PROPOSAL

PREPARED FOR:



# TABLE OF CONTENTS

## Cover Letter

INTRODUCTION.....	3
OUR HISTORY.....	4
OUR CORE VALUES.....	5
WHO WE SERVE.....	6

## Assessment Staff

ASSESSMENT TEAM.....	7
ACCOUNT MANAGER .....	8
STATUTORY ASSESSOR.....	9
OPERATIONS MANAGER.....	10
CUSTOMER SERVICE.....	11

## SCOPE OF WORK

SPECIFIC SERVICES REQUIRED.....	12
SPECIFIC SERVICES REQUIRED CONTINUES.....	13
ASSESSMENT ACCURACY.....	14
ASSESSMENT ACCURACY CONTINUED.....	15
EXAMPLES OF WORK.....	16
SOFTWARE.....	17
EDUCATION PLAN.....	18
SOCIAL MEDIA.....	19
POSITIVE INTERACTION .....	20
OUR COMMITMENT.....	21

## TIMELINE AND COST

ASSESSMENT TIMELINE.....	22
ASSESSMENT TIMELINE WEEKLY WORKLOAD.....	23
WORKLOAD.....	24
SERVICE OPTIONS (PRICING).....	25
SERVICE DEFINITIONS.....	26
INSURANCE.....	27

## REFERENCES.....28

Accurate is an independent contractor pursuant to Sec. 62.09(1)(c) Wis. Stats. Accurate will never subcontract any portion of the contract with the City of Whitewater to any other firms or individuals.

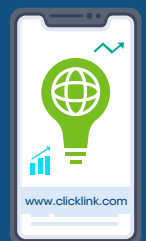
Item 18.

## This proposal is built to be INTERACTIVE!

Throughout this document you will see QR codes. Use your cell phone camera app and point your camera at the QR code. A link will pop up. Click on the link to watch videos, visit websites and much more!



Open your camera app and hover your phone over the QR Code. Your camera will automatically scan the QR code.



A clickable link will appear. Select the link and enjoy the content!

Test this link to our website!



Viewing this as a digital document. You can click the QR code to view the content in the proposal.

# INTRODUCTION

We're excited to have the opportunity to continue to work with the City of Whitewater

After 17 years of serving as your assessor, we have developed a deep understanding of the White-water community, its neighborhoods, its growth, and its unique character. As the City continues to evolve, we are confident that our experience and proven track record make us the most qualified to continue this important work.

Our commitment to accuracy is reflected in the consistency of our assessments over nearly two decades. We firmly believe that every property owner deserves to be engaged in the assessment process not just presented with the outcome. That belief drives our efforts to ensure transparency, fairness, and equity in every interaction.

## TRANSPARENCY

is our core principle in educating and empowering those we serve.  
our employees.  
municipalities.  
the community.



PO BOX 415 | Menasha WI 54952-0415 | [info@accurateassessor.com](mailto:info@accurateassessor.com) | 920.749.8098 | [accurateassessor.com](http://accurateassessor.com)

## WHITEWATER ASSESSMENT TEAM

**Shanda Stachurski**  
*Account Coordinator*

**Colin Loughrin**  
*Statutory Assessor*

**Terri Muskevitsch**  
*Customer Service Manager*

**Colin Loughrin**  
*Review Manager*

**Bill Gaber**  
*Operations Manager*

**Lori Sacco**  
*Fieldwork Manager*

### Our Mission:

Engaging our employees to collaborate, educate, and deliver the most reliable and transparent assessment solutions through innovation, communication and technology.

# OUR HISTORY

Accurate was founded 25 years ago on the idea of complete transparency and communication. For many years it was common practice for assessors to suppress information from the public. This resulted in a lack of understanding and mistrust within the community. The founders of Accurate recognized these shortcomings and began pioneering new innovative assessment standards. Over the last 25 years we have developed web-based digital property record cards, created online scheduling options, and built our own CAMA to update data digitally in the field. With a combined experience of over 180 years Accurate has continuously improved the assessment experience through innovation, education, and technology.

## 2000 - 2005

20 municipalities  
Building digital data online  
New Website  
Full Value Service Options  
Blend Options - more affordable and budget friendly

## 2010 - 2015

90 Municipalities  
Started building proprietary CAMA  
Still growing - added more employees

## 2005 - 2010

75 municipalities  
Built online scheduling  
Moved to new location on Midway Rd.  
Growing - added new employees

## 2015 - 2025

100+ municipalities  
Digital in the field  
CAMA software Prolorem launches  
Live assessor certified customer service  
Intentional community education plan

At Accurate we make a concerted effort to connect and learn the nuances of each community. There is no "cookie-cutter" way to assess unique communities. We tailor our services to fit the needs of everyone we serve. [Here is a small sample:](#)

## UNIQUE ASSESSMENTS

Views of the Capital Building - Dane County  
Views of the lake - Lake Geneva & Fontana  
Bayshore Mall - Glendale  
Access to the Chain of Lakes - Dayton  
All of Menominee County  
Dock-O-Miniums - Fontana

## CORPORATE BUSINESS

Secura - Fox Crossing  
Johnson Controls - Glendale  
Foth - De Pere  
Miron - Fox Crossing  
Cleary Building - Greenville  
Humana Insurance - De Pere

## TAX EXEMPT EXPERIENCE

St. Norbert College - De Pere  
Divine Savior Hospital - Portage  
Skaalen Retirement Services - Stoughton

## DISTRIBUTION/WAREHOUSING

WALMART Distribution center - Beaver Dam  
Amazon - Greenville  
TARGET - Oconomowoc

## OUR ALL INCLUSIVE SERVICES

- Online roll books
- Digital property record cards, with photos online
- Assessment data integrated into your website
- Live, assessor operated, telephone-based open books
- Web-based CAMA system with dedicated support
- Live assessor certified customer service
- Assessors available to answer questions daily over the phone or via video chat

- Multiple assessors at open book to keep waiting to a minimum
- Interactive videos and educational materials at open book
- Active live chat function available on our website
- Community education planning with dedicated marketing person
- Virtual walk-through options
- Access to your own dedicated assessor
- Maintenance inspections included



# OUR CORE VALUES

We strive to always put others first and maintain transparency about our assessment process. The values we believe in are not just empty statements. The words were carefully selected, not by the owners but by the employees of Accurate. Our core values express who we are as a company, as your assessors, and how we treat each other.

## WE ARE FAMILY

We have an unwavering loyalty to each other and our customers. We Respect & Encourage each other and appreciate uniqueness. We value and support each other's health, safety and work/life balance.

## ALWAYS TRANSPARENT

We are Open & Honest in ALL interactions, sharing our data, processes, information, mistakes, and victories. We hold each other accountable. Our availability to our customers and family members is abundant.

## EMBRACE GROWTH & INNOVATION

We are comfortable being uncomfortable while striving to get better every day. We foster and enhance customer relationships while seeking to learn and develop. We offer to teach and mentor customers and family members.

## BE ADMIRABLE

We guard our integrity by doing the right thing-ALWAYS. We strive for quality and precision in our work, our products, and our services. We act like owners and honor our word and commitments. We choose candor, respect, and kindness.

## WE ARE A BOATLOAD OF FUN!

Positivity is our attitude of choice. We have infectious spirits bringing enthusiasm and excitement to all we do. We are passionate and value diversity and inclusion. There's no reason too small to celebrate.

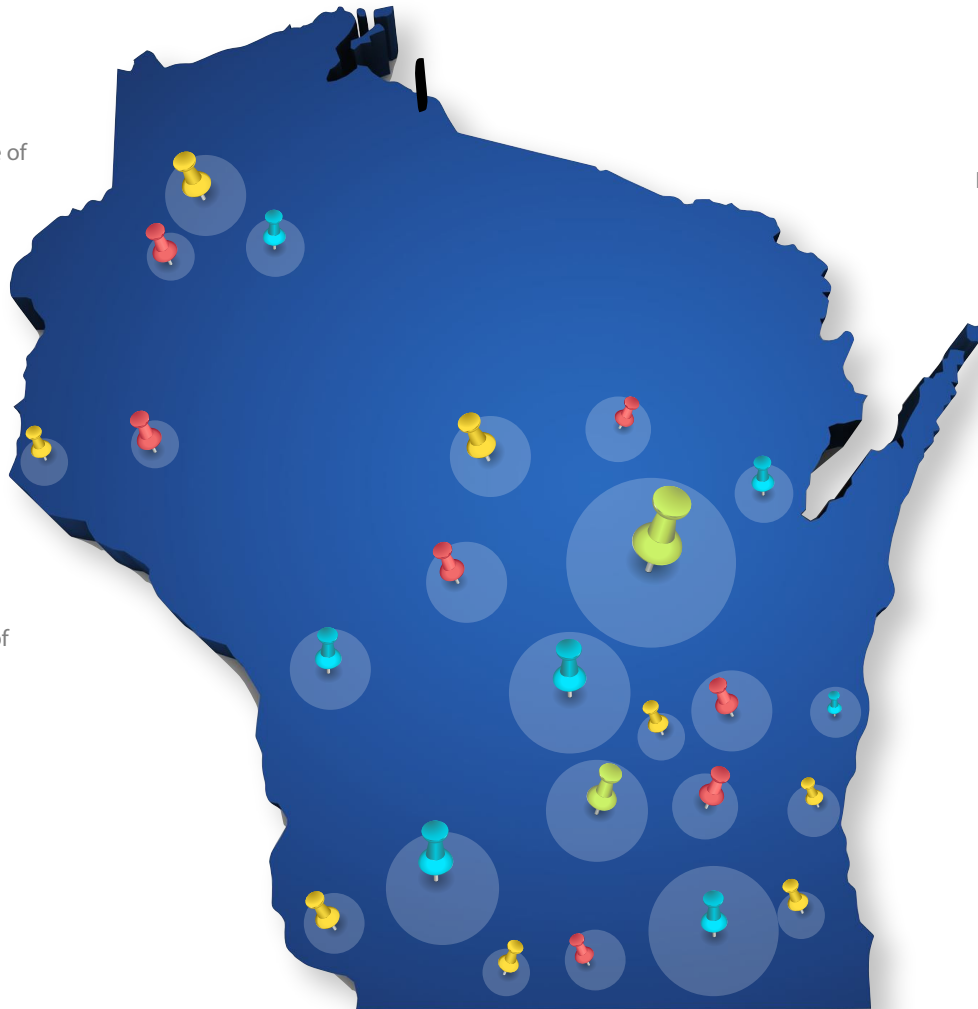
# WHO WE SERVE

Accurate assesses for **over 100 municipalities across Wisconsin**. Our assessors live in the areas closest to their region which allows us to be more reactive to our customer's needs.

Albion, Town of  
 Altoona, City of  
 Baraboo, City of  
 Bayside, Village of  
 Beaver Dam, City of  
 Beloit, Town of  
 Berry, Town of  
 Blooming Grove, Town of  
 Blue Mounds, Village of  
 Boscobel, City of  
 Brillion, City of  
 Brooklyn, Village of  
 Buchanan, Town of  
 Burlington, City of  
 Caledonia, Town of  
 Cambria, Village of  
 Cambridge, Village of  
 Chilton, City of  
 Cleveland, Village of  
 Coloma, Village of  
 Combined Locks, Village of  
 Courtland, Town of  
 Cross Plains, Village of  
 Cudahy, City of  
 Dale, Town of  
 Darien, Town of  
 Dayton, Town of  
 De Pere, City of  
 Deerfield, Town of  
 Deerfield, Village of  
 Dekorra, Town of  
 Delavan, Town of  
 Edgerton, City of  
 Eldorado, Town of  
 Elkhorn, City of  
 Fontana, Village of  
 Footville, Village of  
 Fort Winnebago, Town of  
 Fox Crossing, Village of  
 Fox Lake, Town of  
 Friesland, Village of  
 Fulton, Town of  
 Geneva, Town of  
 Glendale, City of  
 Grand Chute, Town of  
 Green Valley, Town of  
 Greenville, Village of  
 Harrison, Village of  
 Hazel Green, Village of  
 Jamestown, Town of  
 Jefferson, City of  
 Kewaunee, City of  
 Lancaster, City of

## New Contracts for 2025

T of Rutland	V of Summit
T of Belleville	V of Whitelaw
C of Richland Center	V of Lisbon
C of Waukesha - Commercial Only	



Lyons, Town of  
 Marathon, Town of  
 McFarland, Village of  
 Medford, City of  
 Menominee, Town of  
 Monona, City of  
 Monroe, City of  
 Mosinee, City of  
 Mt Horeb, Village of  
 New Glarus, Village of  
 New Richmond, City of  
 Oakland, Town of  
 Oconomowoc, City of  
 Oconto Falls, City of  
 Onalaska, City of  
 Oregon, Town of  
 Oregon, Village of  
 Pacific, Town of  
 Pardeeville, Village of  
 Perry, Town of  
 Platteville, City of  
 Pleasant Springs, Town of  
 Portage, City of  
 Poynette, Village of  
 Prairie du Sac, Village of  
 Prescott, City of  
 Primrose, Town of  
 Randolph, Town of  
 Richmond, Town of  
 River Falls, City of  
 Rose, Town of  
 Rothschild, Village of  
 Saukville, Village of  
 Seymour, City of  
 Sheboygan Falls, Town of  
 Shorewood, Village of  
 Sparta, City of  
 Spring Prairie, Town of  
 Stoughton, City of  
 Sugar Creek, Town of  
 Sullivan, Village of  
 Two Rivers, City of  
 Union, Town of  
 Upham, Town of  
 Walworth, Town of  
 Walworth, Village of  
 Watertown, City of  
 Wescott, Town of  
 West Baraboo, Village of  
 Whitefish Bay, Village of  
 Whitewater, City of  
 Williams Bay, Village of  
 Windsor, Village of

# ASSESSMENT TEAM

Your assessment team has access to over **200 YEARS** of assessing experience!

Our approach of the **Assessment Team** means each assessor coordinates their efforts from accountability officers to our field team and customer service. Throughout the entire assessment process - field work, attending open books and closing boards of review, our services are completed as a team. You will have full access to an account coordinator as your main point of contact throughout the contract.

**31 EMPLOYEES**

26 ASSESSOR I & II

5 ASSESSOR III

**Shanda Stachurski**

*Account Coordinator*

**Colin Loughrin**

*Statutory Assessor*

**Terri Muskevitsch**  
*Customer Service Manager*

**Colin Loughrin**  
*Review Manager*

**Bill Gaber**  
*Operations Manager*

**Lori Sacco**  
*Fieldwork Manager*



**Shanda Stachurski** is your Account Manager. She absolutely loves working with Heather at the City and really hopes to continue their great relationship. Shanda has over 3 years of an experience as an assessor II. She is also well experienced in ever aspect of the account managment position. She strives to bring joy to the world of assessments.

**Colin Loughrin** is your Statutory Assessor and our Review Manager. He will be in charge of all aspects of the valuing process. He is responsible for permits, review, and commercial review for the Market Updates. Colin is assessor II. and III with 7 years of experience, and has completed over a hundred market updates.

**Bill Gaber** has over 12 years of assessing experience. Bill came through the ranks as a field assessor, then account manager and is now the overall operations manager at Accurate. Bill is our most qualified assessor completing hundreds of market updates with a strong background in assessing commercial property. He mentors our assessment team, and works closely with the DOR to enhance assessment practices statewide. Bill is an assessor II and III.

**Terri Muskevitsch** is our senior customer service agent. Terri works closely with commercial property owners that call or email our office. She will track correspondence to share with you. Terri is an assessor II, for over 16 years.

**Lori Sacco** is our Fieldwork Manager. She is the brains behind our fieldwork logistics and is able to keep all of our fieldwork on pace. She's an assessor II and III. Lori has 5 years of experience.



Item 18.

PROUD PARTNERS WITH:



121

Wisconsin Association of Assessing Officers

# Account Coordinator



## SHANDA STACHURSKI

### Account Coordinator - Assessor II

shandas@accurateassessor.com 920.716.9658

### WHY ME?

I am an energetic self-starter with professional success in the fields of Assessing, Compliance, Finance, Sales and Education. I am an effective communicator, dedicated to achieving goals while building professional relationships. I am a quick learner committed to maintaining open communication. I enjoy working with Heather and the entire Whitewater team.

"I've learned to be very prompt, organized, and resourceful... communication is my top priority"

### EXPERIENCE

- Determine values using the three approaches: Market, Income, Cost
- Performed over 20 Market revaluations
- Statistically analyze market trends
- Closing Board of Review
- 3 years of Tax exempt property
- Estimate valuations for TID creations
- GIS mapping

### STRENGTHS/SKILLS

Communication	Prompt
Organization	Education
Financial	Flexibility
Work Ethic	Responsibility

### CERTIFICATION

WI07740CA

\* Will attend proposed interview



# STATUTORY ASSESSOR



## COLIN LOUGHRIN

Associate Assessor Support Specialist - Assessor II

colinl@accurateassessor.com 920.749.8098

### WHY ME?

I am a motivated individual with 5 years assessing experience. I enjoy using my background in communication to build professional relationships with my colleagues and building friendly, trustworthy relationships with everyone I interact with. I pride myself on being someone who is constantly looking to learn as much as possible, in order to accurately and fairly assess every property in your community.

"My passion is learning and sharing my knowledge of assessing with property owners."

### EXPERIENCE

- Participate in Open Book Sessions
- Represent Company at Boards of Review
- Help Customer Service with parcel specific questions
- Communicating with Property Owners
- Validating Property Sales
- Entering and Reviewing Building Permits
- Reviewing New Construction in the Field
- Preparing Assessor Forms for Board of Review
- Determine values using the three approaches:  
Market, Income, Cost

### EDUCATION

UW Stevens Point - 2017  
Communication

### STRENGTHS/SKILLS

Communication	Organization
Work Ethic	Flexibility
Multi-Tasking	Prioritizing
Responsibility	Propmt

### CERTIFICATION

	<i>State of Wisconsin</i> DEPARTMENT OF REVENUE PO BOX 8971, MADISON WI 53708-8971
<b>Assessor Certification Program</b>	
Certification Level	ASSESSOR 2
Certification Period	Nov 1, 2019 - Oct 31, 2024
Certification Number	WI95838CA
COLIN M LOUGHRIN PO BOX 415 MENASHA WI 54952	
<small>The person named above complied with Wisconsin Statute 73.09 and is authorized to engage in the indicated practice.</small>	

# OPERATIONS MANAGER



## BILL GABER

### Operations Manager - Assessor II & III

billg@accurateassessor.com 920.213.1916

## ABOUT ME

I have a thorough background in business and finance. I also have over 12 years of experience in the assessment industry. My involvement in coaching youth sports has increased my leadership skills to develop successful teams. Watching teams grow and learn is my passion. I look forward to working with you and your community.

" I like to lead by example both at home for my son (20 years old) and for those that I work with."

## EXPERIENCE

- Determine values using the three approaches Sales, Income, Cost
- Managed over 150 Market revaluations
- 100+ Open Book and Boards of Review
- 10+ years of scheduling fieldwork assignments
- Statistically analyze market trends
- Land valuation review
- Filed word duties
- Estimate valuations for TID creations
- GIS mapping
- Closing Boards of Review
- Logistics Coordinator

## EDUCATION

University of Wisconsin - Oshkosh 1996  
Business

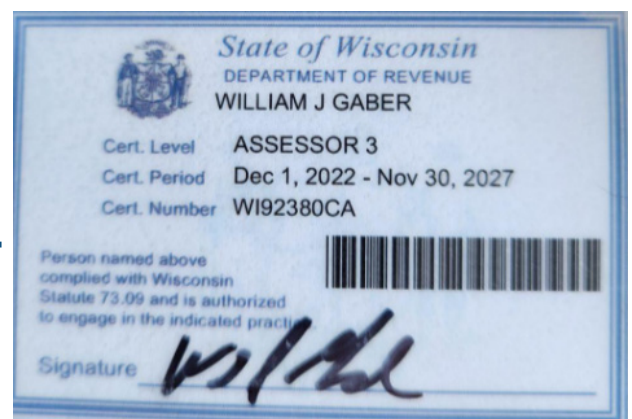
## COMMUNITY INVOLVEMENT

Little League coach for 9 years  
American Legion Baseball Coach for 4 years -  
Won the Wisconsin AA state title in 2021  
Coached youth Football for 6 years

## STRENGTHS/SKILLS

Management	Self-Motivation
Organization	Creativity
Team Leadership	Communication
Operations	Development

## CERTIFICATION



# CUSTOMER SERVICE

## When property owners call us they get a live person.

Our agents are trained assessors that answer questions quickly and educate property owners on the assessment process. Our **online appointment scheduling tool** is available 24/7.

**Property owners have full access to us on our main line,** email address, and over the phone appointments. We utilize a visual voicemail service which speeds up our response time. Voicemails are monitored daily to we make sure respond within 24 to 48 hours. All of these services are included at no additional cost to you.



## MEET OUR CUSTOMER SERVICE TEAM MEMBERS:



"Being the first connection with property owners, my goal is to be able to help them understand the process of assessing and how it affects them. Being a property owner, I understand how confusing and daunting the process can seem. It is extremely rewarding when I answer their questions, help them understand the process, and make someone's day a little better."

**TERRI MUSKEVITSCH** since 2007

**Customer Service Manager - Assessor II**

terrim@accurateassessor.com 920.749.8098



"Talking with property owners on a daily basis gives me the opportunity to educate them on the assessment process. I take it as a challenge to convey positivity when not all of my interactions start out that way. Fairness and equity is paramount in my job and I take it very seriously."

**AMY BAJI** since 2011

**Assessment Analyst - Assessor II**

amyb@accurateassessor.com 920.749.8098



"The best feeling in the world is hanging up a phone and knowing I was able to help property owners understand their assessment. My background in hospitality gives me the tools I need to be empathetic to their needs. I have been known to make people laugh - because my laughter is infectious."

**PATTI PETERS** since 2010

**Customer Service - Assessor I**

pattip@accurateassessor.com 920.749-8098

# SCOPE OF WORK

## Specific Services Required

1. Assessor will perform all of the work required to properly and professionally assess the real property of the City in accordance with applicable Wisconsin State Statutes.
2. Assessor shall - manufacturing parcels in the City. The City has requests the following annual inspection process to be completed: (a) new construction, annexed properties, exempt status changes, and zoning changes shall be inspected; (b) properties affected by legal description changes, building removal, fire, significant remodeling, or other major condition changes shall be inspected; (c) all properties sold shall be inspected; and (d) requests for review by property owners made to the Board of Review shall be inspected during the next assessment cycle.
3. Assessor will review and assess all properties that were under partial construction as of January 1st of the previous year.
4. Assessor will review and assess new construction as of January 1st of the current year.
5. Assessor will account for all buildings destroyed or demolished.
6. Assessor will implement use value assessments of agricultural lands per specifications set forth by the Wisconsin Department of Revenue.
7. Assessor will process parcel subdivisions, lot line adjustments, new plats and any other land divisions.
8. Assessor will correct legal descriptions as appropriate.
9. Assessor will take digital photographs of all properties, and post updated photographs to electronic record cards over the course of the term of the contract.
10. The City will provide limited clerical services to aid the assessor. This limited support will include answering routine telephone and walk-in requests for assessment data, providing the Assessor phone number to residents as necessary, and provide copies of all building permits and commercial building plans as requested. The Assessor will be responsible for all other clerical duties, including: preparing appointment mailers, stuffing envelopes and mailing all notices; maintaining building permit information and sales data on all electronic assessment cards, all filing of assessment cards and records; all assessment data entry, and scheduling/rescheduling all assessment related appointments. The City shall not be responsible for any Assessor office supplies with the exception of providing for assessment file folders and other items that are kept in the permanent custody of the City. Sufficient office space, desks, chairs, telephone and data connections will be while at the Whitewater Municipal Building.
11. Assessor will maintain property owner lists, with current name and address changes. Said files will be kept at the Whitewater Municipal Building.
12. Assessor will post assessments to real estate transfer returns and record sale information to (electronic) property record cards.
13. Assessor will be responsible for maintaining recent plat and subdivision maps on file and updated accordingly.
14. Assessor will mail Notices of Increased Assessment to property owners and others as required
15. Assessor will conduct Open Book sessions in accordance with Wisconsin State Statutes, however, at a minimum the Assessor shall provide at least two (2) half days or eight hours of time each year for Open Book sessions. Assessor shall prepare the Notice of Changed Open Book dates, times, and instructions on how to set up an appointment for an Open Book session, at least one month prior to the first Open Book session. The intent is to broadcast this statement in as many locations as possible and to issue the statement to the local press for publication prior to Open Book.
16. Assessor will be responsible for insuring that all procedures are properly completed for the Board of Review proceedings to be held prior to June 11th each year. Assessor will also The Assessor shall be available for any subsequent Circuit Court proceedings resulting from Board of Review appeals, and shall provide supporting documentation, attend hearings, and assist the City Attorney as necessary.
17. Assessor will be responsible for providing the Clerk and Counties with final reports of assessed valuations after the Board of review meeting.
18. The City currently has five (5) Tax Increment Districts. The Assessor shall be required to complete all State of Wisconsin Department of Revenue TID reports regarding valuations on or before the due date(s).
19. Assessor will also provide a phone number for City officials and residents to contact assessor during regular business hours, Monday through Friday, and shall return calls within fortyeight (48) hours.



# SCOPE OF WORK

## Specific Services Required Continued

1. 20. Assessor will supply to the City a complete set of computer property assessment records computer equipment and software. Assessor will provide digital photographs with comparable properties in preparation for Board of Review meeting(s) so that the Board and the petitioner have evidence of comparability. Additionally, the Assessor shall update the adjournment of the Board of Review. The choice of assessment software is up to the assessor, subject to acceptance by the City. However, any software selected should have the following attributes/abilities:
  - A. Have a statistical package that includes descriptive statistics and regression analysis.
  - B. Comparative sales report that can be used to support individual assessments with adjustments shown.
  - C. Flexible cost and depreciation tables that can be adjusted to capture specific markets.
  - D. The ability to electronically export the completed assessment roll to both the Jefferson County and Walworth County Tax Listing Offices in the format required. This eliminates any manual data entry of the completed roll
  - E. The Ability to import "start up data" from both the Jefferson and Walworth County information Technology offices. This would also be used to set up the City's Computerized system, to avoid time/cost consuming initial data entry. Typical imported data would include owners name(s), mailing address, parcel address, legal description, parcel number, etc.
  - F. All data is to be compatible with Excel, and shall be provided to the municipality as requested by the municipality.
  - G. Building Permit record keeping.
  - H. Sales data can be kept, stored and accessed.
  - I. Has the ability to create a wide range of reports, including assessment roll, Assessor's Final Report, etc
  - J. Has the ability to run queries to locate specific data.
  - K. Must use standard database format, such as Microsoft Access, that can be read or easily converted to be read by other software packages.
  - L. Assessor will annually provide municipality with a copy of the database used, together with file maps and descriptions, and all associated digital photos. This database will become the property of the municipality. Proprietary database formats exclusive to a particular software package are unacceptable.
  - M. Hard copy printouts for all parcels shall be provided and placed in existing property record cards. The printout's format and data provided shall be approved by the Department of Revenue and should contain the same data fields as shown on the PA-500 property record card as a minimum. All printouts containing major improvements should have digital photos attached.
  - N. Homogenous neighborhoods should be delineated and noted on assessment software.
  - O. Assessment data shall be compatible with the City's GIS system and utilize a standard SQL Server-readable database architecture to support full integration with municipal systems.
21. The assessor shall communicate openly and in a timely fashion with the proper City personnel and the public in the handling of all appeals to ensure the Board of Review has all available information to render its decisions. The assessor is expected to present a positive professional image in both dress and conduct while interfacing with City staff and the public, especially during the appeals process. All assessor personnel shall carry proper photo identification to assure the public of their identity and purpose of gaining access to private property.
22. The municipality requests that new digital photos of the property are to be taken and provided for all improvements.
23. The assessor is encouraged to interface with the business and residential community and media to provide greater clarity of the assessor's role in the property taxation process and communicate assessment scheduling.
24. The assessor shall update market values on City owned land and public buildings, if requested by the municipality. Said information obtained shall be used for insurance purposes, depreciation and to establish lease values.
25. The Assessor shall provide an annual public education component, including the development of outreach materials or informational sessions to explain the assessment process, appeal procedures, and valuation methods.
26. Upon request by the City Manager or Economic Development staff, the Assessor shall provide projected valuation estimates for proposed or conceptual development projects to assist in fiscal modeling and planning.
27. The Assessor shall ensure that detailed property assessment records, including images and parcel data, are made available with free public access online, either through a City-hosted platform or a contractor-provided web portal approved by the City.
28. Assessor will also perform all other duties incidental to the normal duties of Assessor.

**Accurate has reviewed, understands, and acknowledges each point in the Specific Service Required, detailed by the City of Whitewater**

# ASSESSMENT ACCURACY

There is no stronger demonstration of our ability to effectively serve a municipality like Whitewater than our longterm **partnership** with you. Since implementing our full value maintenance system, we have consistently had residential values **above 96%** assessment ratio. This track record reflects our commitment to accuracy, transparency, and excellence in assessments. Please see the Department of Revenue major class data below, which highlights our sustained performance since 2018.

2024 = 98.11%

2023 = 97.98%

2022 = 98.07%

2021 = 99.04%

2020 = 98.21%

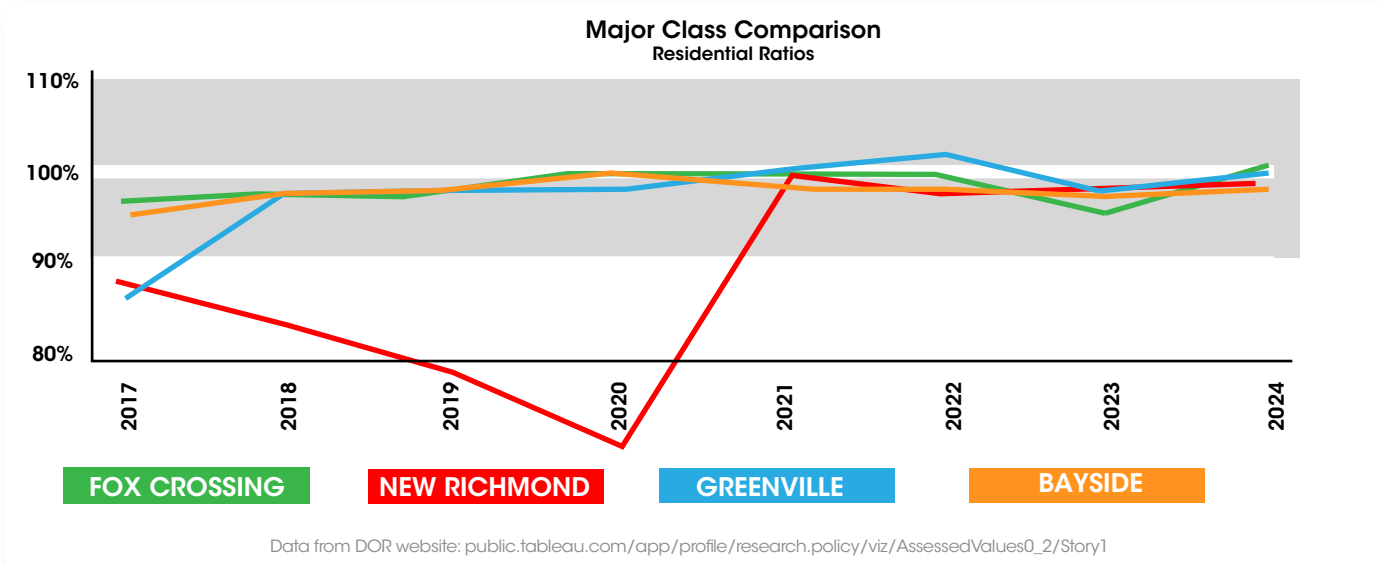
As we continue to maintain strong assessment ratio performance through our full value maintenance system and effectively manage your 15,773 total parcels (2024), we remain committed to continuous improvement. We are consistently refining our processes to enhance accuracy, strengthen communication, and elevate our outreach and marketing efforts.

# ASSESSMENT ACCURACY

## Continued

Various statistical methods are used to gauge property assessment accuracy. **The DOR emphasizes the equalized value ratio, requiring assessments of major classes to be within 10% of fair market value in a 5 year period.** Non-compliance triggers an Interim Market Update using previous year(s) sales for reassessment.

A good test of accuracy in assessments is after reviewing sales and setting new values during a market update, **have the assessments been brought back to 100% market value?**



**The table above shows the impact of regular market updates.** The center white line is the state's 100% fair market value determination or equalized value. The green line shows the impact of annual market updates in Fox Crossing. Deviations in the red line show maintenance years before New Richmond started annual market updates in 2020. Greenville's blue line shows the maintenance year before the 2018 full revaluation follow years of annual market updates. Bayside's orange line shows annual market updates and the continued success of staying in compliance. **The closer to overall values are to 100% after a market update shows how accurate the assessments are.**

Deviations in the natural market affect the ratio during maintenance years.

Since 2020 the market has become extremely volatile, setting new precedent when comparing assessments to market sales. We are working very hard to insure our values remain in compliance with the every changing market. It is important to ensure **assessments are close to 100% every year.**

**We must also address statistics our competition might try to exploit:**

concentration and dispersion, both of which are uncontrollable lagging measures comparing last year's assessments to the following year's market sales. **Assessors can't predict the future market nor control property factors like style, age, non-permitted work, or homogeneity/make-up of property in a municipality.** Our competitors divert attention to uncontrollable statistics in a volatile market with numerous variables. We could also share samples of their so called "sub standard" results in this RFP but we would rather focus on the controllable factors when it comes to assessing fairly and equitably.

# EXAMPLES OF WORK

We have experience working on special projects with multiple municipalities throughout the state. Below are a few examples our ability to adapt our services and work with municipalities we that are not currently contracted with. We are committed to helping move the assessment experience forward through education, building partnerships, and supporting those in need.

## 1. SUMMIT

### Background:

The Village of Summit was in need of measurements for exempt properties to determine the sq ft of the buildings as they had no data on file. Their assessor could not complete the work in their timeframe so their clerk reached out other assessors in the state and we were the only one to respond to their request.

### Accurate's Solution:

We developed a plan to review the properties from any practicable data we could find assisted by aerial GIS to measure the sq ft of each property and store the data in a spreadsheet. We supplied them with images of the measurements along with a letter format to send to each owner for verification. We were happy to help out a municipality in need.



## 2. GREENVILLE

### Background:

We have been the assessors for Greenville well over 10 years now. The town was incorporating to be a village in 2021. During this transition they didn't have much time to plan or execute a message to the community.

### Accurate's Solution:

We reached out to Wendy at Greenville about what their plan was to educate property owners on the transition. Based on our initial meeting we offered to help them with social media posts, inserts, and explanations for what happens during an incorporation and the dates surrounding their meetings. We have also helped them update their social media with assessment education and have recently been working with them to incorporate their building permit process into our new Online Permit Portal.



## 3. WAUKESHA

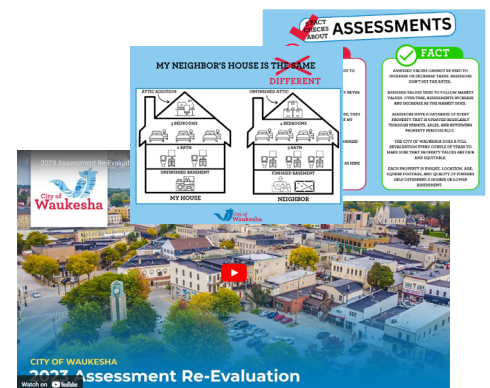
### Background:

Sam Walker, the City of Waukesha's assessor reached out to us for help with assessment education content. The City was performing a market update and had been following our linked in posts. They liked what we were sharing and wanted to use some it for their website and social media.

### Accurate's Solution:

Without hesitation we connected with Sam and shared our entire library of newsletter content, post card mailings, videos, and social media content. We worked together on a few verbiage changes and stayed in touch throughout the market update process to make sure they had what they needed. They even updated some of the pieces that we now use so it was mutually beneficial. Sam still stays in touch and we are working on other projects with him.

## 2023 Property Assessment Re-Evaluation





# SOFTWARE

Our proprietary CAMA system is completely **CLOUD BASED.**

With Prolorem, all property record cards are digital. They are available on our website **FREE** to you and your community 24/7. There are no costs to use our software and convert your Market Drive data. Prolorem converts data from any program to easily and quickly update permits. All property record cards have **images and detailed information** about each parcel. We believe in 100% transparency therefore **all data and programs gathered** are the property of the City of Whitewater should you ever change assessors.



Our assessors utilize computer tablets to assess properties in the field. With Prolorem there is no need to take hand written notes back to the office to update the value on a property. Our assessors are trained to complete assessments **on premise**, eliminating errors from re-entering data. All **property record cards are updated in real time** and saved to the cloud instantly. Our CAMA is the only software that updates property record cards in real time.

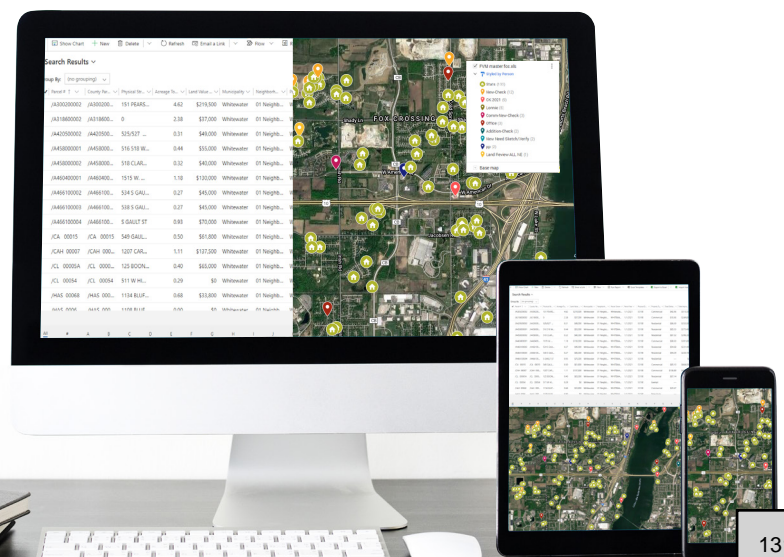
Accurate has **converted data into Prolorem** from multiple forms of CAMA systems including Market Drive, Tyler Technologies, GVS, TC Win, and many more. Our on staff IT integrates multiple platforms like GIS, Apex Sketching Tool, iWorQ, etc to streamline our process. Because our software is proprietary we have the ability to add or remove features the City of Whitewater requests at no additional cost.

# PROLOREM

## A REVOLUTION IN ASSESSING SOFTWARE

- SOFTWARE COST: \$0.00**
- LICENSING/MAINTENANCE: \$0.00**
- SOFTWARE:**
  - INTEGRATION ABILITY: YES, \$0.00**
  - CONVERSION ABILITY: YES, \$0.00**

There are never additional costs for conversions, updates, licensing, integrations, additions, etc.



# EDUCATION PLAN

On average, most property owners have about 40 days from the time they first learn about the Market Update to when their new value is finalized.

It is standard practice for an assessor to send notices and wait for the community to reach out with questions or concerns. However, this one-way communication is not transparent and often leaves property owners scrambling to understand what's happening. Frequently, this leads to a disconnect between property owners, the municipality, and the assessor.

Our education plan puts your community first. We leverage your existing communication channels to start the conversation early. With our approach, your community will be informed about potential value changes 80 to 190 days before notices are sent out. Together, we'll establish a **two-way communication** channel through social media, council meetings, newsletters, postcard mailings, custom videos, and much more.

## EXPERIENCE OUR EDUCATION PLAN:

### 1. SOCIAL MEDIA



Utilize your channels of social media preparing to share the process of Market Updates. We mix this with a schedule of postings over the coming year to educate property owners on what to expect and the status of the current market. Involving the community ensures we have a two-way communication through the process.

### 2. COUNCIL MEETINGS

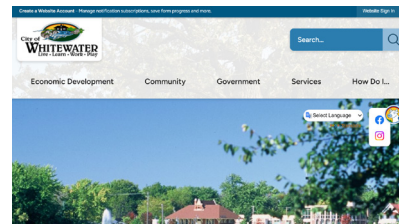


Your community will inevitably have questions about the how Market Updates work. We will attend council meetings to educate your council members arming them with the knowledge they need to explain the revaluation assessment process with property owners.

### 3. NEWSLETTER

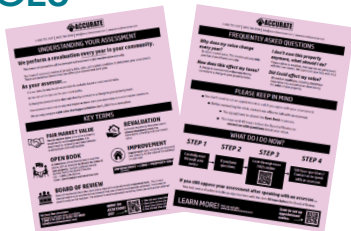
Writing articles that address the assessments, what to expect, and the schedule of social media postings keep your community engaged. We can invite readers to sign up for text alerts or email updates throughout the year.

### 4. WEBSITE



Updating the Village website with marketing helps explain what assessors do and what to expect. The community utilizes your website as a resource, we serve them best by keeping them up to date.

### 5. NOTICES



A notice of new value will be mailed to every property owner. Inserted with the notice will be an Understanding Your Assessment information sheet explaining the assessment process with QR codes, links to videos, an online appointment scheduler, and access to our customer service team.

### 6. OPEN BOOK & BOR

We will offer over the phone Open Book appointments as well as in person options. We provide computers for property owners to search for their record cards.



# SOCIAL MEDIA

We post content 4 times a week! If you haven't been using our educational content, we highly recommend meeting with our social media team to work on a regular schedule.

Through **Social Media** we build a positive and informative **two-way communication** with your community. Over 85% of 25-45 year olds use social media, and over 70% over the age of 50 use it daily.

With a simple share you can instantly connect with thousands of property owners to **quell the stigma of taxes and assessed values**. By not involving your community they may feel left out and discouraged about the assessment process. Let us help you with continual education on social media.

### 5 FACT CHECKS ABOUT ASSESSMENTS

MYTH	FACT
Assessors raise property value to collect more taxes.	Assessed values cannot be used to increase or decrease taxes. Assessors don't set tax rates.
Assessed values only go up, they never go down.	Assessed values tend to follow market values. Over time, assessments increase and decrease just as the market does.
The assessor didn't visit my house, they don't know the condition of my property.	Assessors have a database of every property that is updated regularly through permits, sales, and reviewing property periodically.
Assessed values can only be used for 5 to 10 years.	
My neighbor's house is the same size as mine but I am assessed more.	

### HOUSING MARKET COMPARISON

2022 Jan-April	2021 quarterly averages	2022 May-Aug
\$265,500	Median Home Value \$235,000	\$276,200
20,908 Sales	Number of Sales 27,172	32,293 Sales
4.9%	Interest Rate 2.9%	6.2%
8.1%	Inflation Rate 2.5%	8.6%

### UPLOAD PERSONAL PROPERTY ONLINE

VISIT: [accurateassessor.com/personal-property](http://accurateassessor.com/personal-property)

SELECT: Your municipality

ENTER: Your account number

### WHAT'S A MILL RATE?

The Mill Rate is calculated by dividing the total taxes needed by the total assessed value of the community. An increase in assessed value does not equate to an increase in your taxes.

$$\text{MILL RATE} = \frac{\text{TOTAL TAXES NEEDED}}{\text{TOTAL ASSESSED VALUE}}$$

Taxes are set annually by these 4 entities:

- Municipality
- School District
- County
- Technical College

It is a simple mathematical fact, if taxes stay the same and assessed values increase the mill rate will fall and your taxes will stay about the same.

2021	2022
Assessed Value: \$140,000	Assessed Value: \$189,000
Mill Rate: .018	Mill Rate: .013
Taxes: \$2,520	

**35% COMMUNITY WIDE INCREASE**  
EXAMPLE NOT ACTUAL

### 2023 HOUSING MARKET FACT SHEET

BROWN COUNTY, WI

MEDIAN PROPERTY VALUES INCREASED BY **12.5%** FROM 2021 to 2022

\$240,000 IN 2021 | \$270,000 IN 2022

Brown County property values have been increasing year after year. When property values are re-assessed your assessment changes to mirror the current market. However, the housing shortage has not demanded. This is evident in the property value in drop in the number of homes sold.

**FOR SALE**

**3,233** HOME SALES IN 2022  
3,671 SALES IN 2021

**11.9%** Drop in the # of homes sold

**-1.9%** # of sales JANU 2021 IN 2022

Presented by: Accurate

### 2023 ASSESSMENT TIMELINE

- January 1, 2023: January Cutoff
- February: Personal Property
- March: Visit New Construction
- April: Submit 2022 Sales to DOR
- April: Mail Sales Questionnaires
- May: Review New Values
- May: Set Values For Market Revoltion
- June: State Equalized Values Reported
- June: Run Initial State For New Values
- May: Permit & Building Inspection Checks
- October: Mail Notices of New Values
- October: Open Book
- November: Board of Review
- November: Early 2024 Field Checks
- December: 2023 Tax Bills Mailed by Municipality

### DID YOU KNOW?

The State of WI is a Market Value state. Assessors are regulated to use a full year (or multiple previous years) worth of sales to determine your assessed value.

In 2022, based on statistics from the Wisconsin Realtors Association, the average property value increased 8% to 10% higher than 2021.

Even if property values drop significantly in 2023, assessors are not allowed to use sales from the current year to determine value. If you would like to know more about the assessment process please read the 2023 Property Owners Guide.

LEARN MORE! VISIT: [accurateassessor.com](http://accurateassessor.com)

CHECK US OUT ONLINE!

# POSITIVE INTERACTION

Through social media we establish an important **two-way communication** with the people in your community. Social media helps us instantly connect with thousands of property owners. We are all aware of the stigma of taxes and assessed values. By not involving your community they feel left out and discouraged about the assessment process. Our transparency ensures they feel like they're informed about any value changes. Engaging with your community through social media allows us to **inform, educate, and empower** them. Here are just a few examples of how we engage with our current municipalities:

**Village of Bayside**  
May 6, 2020

Due to the pandemic, the Open Book and Board of Review property assessment process will take place via phone call this year. You can schedule your appointment today by visiting: <https://accurate.ovingcalendar.com/appointments>



**Village Of Fontana**  
March 4 at 5:08 PM

**VILLAGE OF FONTANA**  
on Green Lake  
2021 Revaluation

The Village of Fontana will be performing a market revaluation in 2021.

The last time Fontana performed a revaluation of all property was in 2016. Since then the market has changed and assessed values are no longer reflective of the current market. The State of Wisconsin is a Market Value State. This means property values are required to mirror the fair market value of comparable properties to ensure fairness and equity among all property owners.

**FREQUENTLY ASKED QUESTIONS**

**What is a Revaluation?**  
A revaluation is where the assessor reviews all property within the village and updates each with its current market value. A periodic revaluation ensures equity amongst all property types while bringing assessed property values in line with market rates as required by State law.

**Why is a revaluation being conducted?**  
The revaluation is being conducted to bring all property types to a common market rate and to comply with the revaluation requirements of State law (see Wis. Stats. 193.02(3)(b), Wis. Stats. 193.02(3)(c)).

**Will my taxes increase the same as my value?**  
An increase in value does not directly correlate to an increase in your taxes. If your property value increases proportionally and no new taxes are collected your share of taxes will not increase.

**When will this new assessment go into effect?**  
The property tax bill you receive in December 2021 will be based on the new assessment value of your property.

**Open Book On Person**  
Friday May 21st, from 12-2 pm

**Open Book (Telephone)**  
Friday May 21st, from 12-2 pm  
Saturday May 22nd from 10-12 pm

**Board of Review**  
Thursday, June 24th from 1-3 pm

If you have questions regarding the 2021 revaluation, please email [info@accurateassessor.com](mailto:info@accurateassessor.com) or call 1-800-770-3927.

**City of Oconomowoc**  
February 4

The City of Oconomowoc will be performing a market revaluation of all property this year. The last time Oconomowoc performed a revaluation of all property was in 2014. Since then, the market has changed and assessed values are no longer reflective of the current market.



**City of New Richmond, Wisconsin**  
March 17 at 1:26 PM

**THE CITY OF NEW RICHMOND**  
2021 PROPERTY REVALUATION

**SECTION 1 WALKTHROUGHS**  
Please schedule your appointments online!

The City of New Richmond is conducting a walkthrough revaluation. The purpose is to update property data to ensure a fair and equitable assessment of your property.

Sections of the City will be reviewed at different times. Below is the schedule and appointment will be needed for Section 1 first. Note in section 17 you will be needed to review it in later date.

**SECTION 1**   **SECTION 4**  
**SECTION 2**   **SECTION 3**

**SECTION 1**  
3 EASY STEPS!

1. Choose your walkthrough option
2. Schedule your appointment
3. The assessor will contact you at your appointed time

**WALKTHROUGH OPTIONS:**  
IN PERSON   PHONE   VIRTUAL

If you have questions on what section you are please contact the assessor. [info@accurateassessor.com](mailto:info@accurateassessor.com) 1-800-770-3927

**City of De Pere**  
41m

The City of De Pere's annual property assessments are based revaluation means smaller changes in value each year instead every 4 years. All across Wisconsin the housing shortage and high demand of buyers is driving up sale prices. Annual assessments keep your value in line with market value. We have compiled some statistics from the WRA to help illustrate the impact of the housing market on new assessed values. Notices of new values will be sent very soon. Please contact the assessor's office with any questions about the 2021 revaluation. [info@accurateassessor.com](mailto:info@accurateassessor.com) or 920-749-8098

**2021 BROWN COUNTY**  
Housing Market Fact Sheet  
Presented by: Accurate Appraisal

**3,638**  
HOME SALES IN 2020  
2,171 SALES IN 2010

**67%**  
GROWTH  
IN HOME SALES  
SINCE 2010

**12.8%**  
MEDIAN VALUE INCREASE  
\$195,000 IN 2019  
\$220,000 IN 2020

"Very low interest rates are fueling demand, and with such limited supply, its really driving up home sales. As a result, homes are moving quickly, often with multiple offers pushing prices above asking."

**6.4%** ↑  
# of sales in JANUARY  
184 IN 2020  
196 IN 2021

Michael Theo  
WRA President  
WISCONSIN REALTORS ASSOCIATION

**What To Expect**  
2021 Revaluation

**Permits:**  
Central Building Inspection 339-4053  
Assessors are calling to verify all 2020 permits.

**Notices:**  
Notices will be mailed in March.

**City of Manitowoc**  
March 1 at 2:34 PM

2021 Property Revaluation Information:

The City of Manitowoc will be performing a market revaluation of all property this year. The last time Manitowoc performed a revaluation of all property was in 2007, 14 years ago. Since then, the market has changed and assessed values are no longer reflective of the current market.

A periodic revaluation ensures fairness and equity among all property, while bringing assessed property values in line with current market rates as required by State law.

What is a revaluation? A revaluation is where the assessor reviews all property within the city and modifies each to its current market value.

Accurate builds relationships with the community. For example our Building Permit Portal - We use this to help residents answer questions that can help the process be easier for Building permits.

"Just wanted to let you know, I was not looking forward to filling out the form. But the instructional video and the information on your website made the process a lot easier than I thought it would be. Thank you!"

Barr Resort - Kika Barr

Our assessors go above and beyond just valuing property. The classification of land changed for this property owner. We helped him by working with the DOR on properly classifying his land.

"Paul at Accurate was very helpful with my land classification and working with the DOR. He was very gracious and professional through the journey."



# OUR COMMITMENT

Accurate has been at the forefront of moving the assessment experience forward. To accomplish this, we are fully **committed to building a culture of assessment knowledge**. Every assessor that works for accurate is required to attend knowledge sessions on each assessment process. Knowledge sessions are established by our senior assessors and encompass each aspect of assessing such as: Ag land calculations, vacant land valuation, roll books, exemptions, board of review and open book, statistics, commercial valuation, and many more.

Additionally, our assessors have book club meetings regularly to read, review, and interpret the WPAM which is our guideline for assessment practices. Spring of 2023, our assessors joined in on the first ever **listening sessions with the DOR to update and bring the WPAM guidelines and statutes into the 21st century**. **14 of our assessors attended and led 6 of the round-table discussions** on assessment practices. We shared the experience with our entire team at our weekly Monday Morning Meeting.



**Technology** allows assessors to be more accurate in our assessments. We have been **working on a project with the WI Department of Revenue (DOR) to standardize the import and export of assessment data files**. Our IT team will continue to work with the DOR on this project to make it easier on municipalities and assessors when collecting and sharing data.

Finally, **we attend conferences annually to connect with clerks, administrators, mayors, etc.** to share ideas and build relationships with those we serve. It's our way to educate municipal officials on the assessment process. **We also enjoy having fun with the municipal officials who do so much for their communities!**



Wisconsin Association of Assessing Officers



# ASSESSMENT TIMELINE

Before January of each year we will sit with you and **discuss the options for open book and board of review dates**. We will work with you to schedule new construction checks, field work, data entry, and the date notices are mailed. Below is a suggested timeline of what happens throughout the assessment process. These dates are for example only.

## January

We start every year by visiting new construction to verify the % completion of new property. Trespass notices are mailed to property owners so they know we will be in the area.

If the property is not complete as of January 1st (each year) we update our records accordingly and flag the parcel/s for a final visit to measure and list the property as complete.



This timeline may change depending on the agreed upon dates for Open Book and Board of Review. We are flexible on the date for Open Book and Board of Review that works best for you.

## February

New construction field checks are reviewed and verified by our office. Sales, permits, exemptions and any other assessment related data is updated in our records.

Initial DOR equalized values are reviewed.

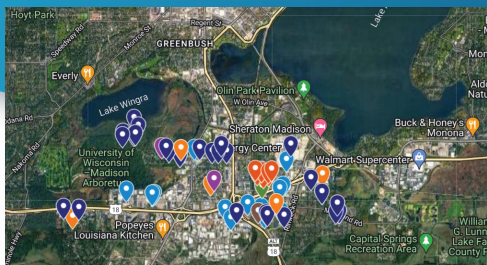
During the market update - education is implemented through social media, newsletters, and custom content.



## March

Properties are sorted and mapped for field inspections based on permits, sales, inspection requests, etc. Assessors update data on premise with their laptops.

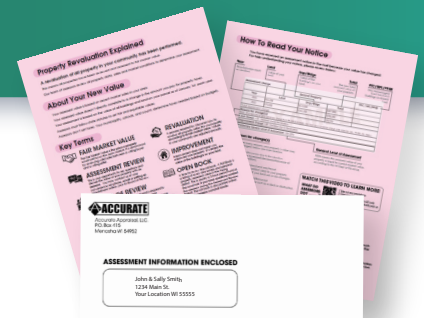
Initial market statistics from recent sales are calculated. Properties are segmented into neighborhoods to compare market values of like/similar property.



## April

Initial values are forecasted. Value checks are performed and revisions are made. Our import/export team works with the county to verify assessment and mailing data. Initial statutory board meeting must be held if needed.

Notices are printed and mailed. Every notice includes an educational insert with links to videos and FAQ's. Rolls are posted online.



## May - June

The assessment review period starts. Property owners can contact Accurate by phone, email, or online appointment. The open book period begins the day they receive their notice up to 7 days before board of review begins.

Final rolls are verified with the county and prepared for Board of Review. The assessor signs the final roll.



# ASSESSMENT TIMELINE

## WEEKLY WORKLOAD

The assessment cycle is a long process of many different moving parts coming together to complete an overall task. Each week is vital to the success of the overall assessment timeline. Below are a few of the ways we manage a weekly workload to stay on track.

### Master Schedule

The Master Schedule is the heart of the entire process. Each year we go through and set up the master scheduling tool. This organizes all of our municipalities as well as all of our teams. Once the master schedule is completed the work flows into a multitude of different organizational tools.

AC	Year	Year	Total	Municipality	Check 100%	Final Review	Check 100%	RCYC Comp	Final Review	Final Review	Info Maint
Code	Ass.	Ass.	Ass.	Ass.	Comp. Date	Comp. Date	Comp. Date	Comp. Date	Comp. Date	Comp. Date	Comp. Date
AC 21	Yes	2019	17	Albion, Town of	Jun 26	Jun 26	Jun 26	Jun 26	Jun 26	Jun 26	Jun 27
AC 18	Yes	2022	4	Albion, City of	Jun 27	Jun 27	Jun 27	Jun 27	Jun 27	Jun 27	Jun 27
AC 25	Yes	2022	4	Baraboo, City of	Jun 27	Jun 27	Jun 27	Jun 27	Jun 27	Jun 27	Jun 27
AC 18	Yes	2021	20	Bayside, Village of	Apr 24	Apr 24	Apr 24	Apr 24	Apr 24	Apr 24	Apr 24
AC 18	Yes	2021	20	Bellevue, City of	Apr 8	Apr 8	Apr 8	Apr 8	Apr 8	Apr 8	Apr 8
SS 25	Yes	2025	1	Bellevue, Village of	Jul 9	Jul 9	Jul 9	Jul 9	Jul 9	Jul 9	Jul 9
DR 18	Yes	2024	1	Beloit, Town of	Jun 30	Jun 30	Jun 30	Jun 30	Jun 30	Jun 30	Jun 30

### Office Calendar

Our office calendar is filled out along with the master at the start of the year. This holds all of our open book and board dates as well as any special items that accurate will be attending. Each week will have an entire layout of what is happening for that week.

Today	July 13 - 19, 2025	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
13	14	15	16	17	18	19	
8 AM					Shorewood OH - L. Co.		
9 AM							
10 AM	Grand Chute Open Book in person 10:00am - 12:00pm & 4:00pm	River Falls Open Book 10:00am - 12:00pm & 4:00pm	Grand Chute Open Book 10:00am - 12:00pm & 4:00pm	Grand Chute Open Book 10:00am - 12:00pm & 4:00pm	Grand Chute Open Book 10:00am - 12:00pm & 4:00pm	Geneva Open Book - approved Geneva Town Hall Office Calendar	
1:00 PM							
2 PM							
3 PM							
4 PM							
5 PM							

### 2 Week Schedule

Each week we unveil our two week schedule. The schedule allows all employees to know where they are required to be at each day of the next two weeks. Vital to our team as it allows us to know where everyone is at any given time.

7/14/2025	14-Jul	15-Jul	16-Jul	17-Jul	18-Jul
NOTICES	POINT MANAGER	JAMES TOWN/CHATELAIN	BELLEVILLE	BELLEVILLE/ALBION/PALMISTON	ALBION
Lois	LAMARWOOD BLUE 10:00 PM	BELLEVILLE	BELLEVILLE OH		
Zac (Schmidt)	ROSE FALLS 10:00 PM (PERSONAL)	ROSE FALLS 10:00 PM (PERSONAL)	ROSE FALLS 10:00 PM (PERSONAL)	STANLEY JONAS BOB 10:00 PM	T OF GREEN P/W SAREL
Zach	JAMES FALLS 10:00 PM (PERSONAL)	JAMES FALLS 10:00 PM (PERSONAL)	BELLEVILLE P/W LEADS	BELLEVILLE P/W LEADS	T OF GREEN P/W
Naiah	JAMES TOWN P/W LEADS	LANSKATER P/W LEADS	BELLEVILLE P/W	ALBION P/W LEADS	ALBION P/W LEADS
Gene	JAMES TOWN P/W	LANSKATER P/W	BELLEVILLE P/W	BELLEVILLE P/W	P/W OF DTW @ APPT
Lauren	JAMES TOWN P/W	LANSKATER P/W	BELLEVILLE P/W	ALBION P/W	ALBION P/W
Jeff	OFF	PACIFIC P/W LEADS	ROSE FALLS LEADS	DTW	OFF
Colin					
Brandon	Review OR DTW	Review OR DTW	BELLEVILLE P/W	GENOVA OR P/W (PERSONAL)	Review

### AC Tab

The Account Managers use the AC tab to be able to plan our their weekly activities as well as keep track of all dates and events happening in their municipalities. From clerks information to building permits everything to keep them organized is all in this tab.

Stat. Ass.	01/10/2025	IMU Job	2025 Contract Revenue	2025 Est. Ratio %	Clerk Name	Permits - How Rec'd	User Name	Password	2024 Buildi
BR	Yes	Bayside, Village of	A-IMU	\$24,900	100%	Rachel Safstrom	We Access	loris@accurateassessor.com	Accurate@Assessing2024

### Muni Timeline

At any point in during our assessment timeline its healthy to know where the municipality sits overall. That is when we would look over the muni timeline. This allows us to make adjustments on the fly to make sure our weekly tasks are getting us to the overall goals to keep the muni on time.

Bayside, Village of		Initial Field Work
Assessment Type	A-IMU	Land Review
		New Construction Checks
		Statistics Completed
		Roll Work
		Final Field Work
		Sales Analysis
		Valuation Modeling
		Initial Export
		Send Notices
		Roll Viewing (Open Book)
		Send Change Notices
		Board of Review
		Final Export
		MAR



Item 18.

This report is intended as a GUIDE early in the year. Dates are the estimates set at the start of the year.





# WORKLOAD

On a regular basis Shandawill meet with your team to go over accountability for our assessment team. **There will be a standard agenda to ensure open communication and that all metrics are being followed.** Below is an example of a progress report that will be created to ensure you know the progress of current processes.

## City of Kenosha Interim Market Update (2024)

		Project Start: <b>Mon, 7/24/2023</b>		Display Week: <b>1</b>		Jul 24, 2023					Jul 31, 2023					Aug 7, 2023					Aug 14, 2023																		
TASK	ASSIGNED TO	PROGRESS	START	END	TOTAL DAYS	DAYS LEFT	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S					
<b>Education / Publication</b>																																							
Prep and share Education Plan	Chris	100%	8/1/23	8/30/23	30	-19																																	
Update website - Add video	Chris	1%	8/1/23	4/1/24	245	196																																	
Create content on current Res Market	Chris	1%	8/1/23	4/1/24	245	196																																	
Initiate education through all forms of communication	Chris	1%	9/1/23	9/30/23	30	12																																	
Mill Rate Education with Tax Bill (if allowed)		100%	11/1/23	12/31/23	61	61																																	
Prepare notice letter and insert for 2024 market update (if allowed)		1%	11/1/23	4/1/24	153	153																																	
Connect Accurate's Facebook to Kenosha website		1%	1/1/24	1/15/24	15	15																																	
Send Mailer		1%	1/15/24	4/1/24	78	78																																	
Use all avenues of Education		1%	2/1/24	4/1/24	61	61																																	
Additional education on the BOA and BOR		1%	5/1/24	5/31/24	31	31																																	
<b>Data Transfer &amp; Analysis</b>																																							
Data Transfer		1%	1/1/24	1/15/24	15	15																																	
Code Table Data Reviews & Return		1%	1/1/24	3/10/24	70	70																																	
<b>Fieldwork (Permits &amp; New Construction)</b>																																							
Permit Reviews (Verify permits (occ) and what our next step is, actionable or non-actionable)(Value partial Construction)		5%	8/14/23	12/31/23	140	104																																	
Commercial Permit Value (Permits completed after 1/1/23 (value them))		5%	8/14/23	12/31/23	140	104																																	
New Construction Checks		1%	8/14/23	12/31/23	140	104																																	
New Construction Alterations/Progress		1%	8/14/23	12/31/23	140	104																																	
Ag Checks (Kenosha mails letter, Lori onsite visit)		100%	9/8/23	9/29/23	22	11																																	
Ag Checks (Kenosha 2nd letter, data update)		100%	10/1/23	11/15/23	46	46																																	

Additional meetings will be held throughout the year. Four main annual meetings will cover:

### Kick-Off Meeting:

Setting the Open Book and Board dates, education plan with reminders, reviewing the notice letter, preparing the timeline for assessments, compare permits to make sure we have all of them.

### Pre Open Book Meeting:

Preparing your board with educational materials they need, reviewing the assessment rolls with the clerk, reminders about when to send out education.

### Pre Board of Review Meeting:

Cover the expectations at the BOR, go over all objections to ensure both teams are on the same page.

### End of the Year Wrap Up:

What went well, what needs to be addressed, prep for late fall field work, prepare for the next assessment year.



# SERVICE OPTIONS

The service options below are reflective of our all-inclusive services. **There will never be an additional invoice for any reason.** You may retain 10% of the total fee subject to delivery of certified tax roll.

## 6 YEAR MARKET UPDATES

	2026	2027	2028	2029	2030	2031	Total
<b>Assessor Services</b>	Market Update	Market Update	Market Update	Market Update	Market Update	Market Update	Total
<b>Service Cost</b>	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$288,000
<b>Annual Amortized Price</b>	<b>\$48,000</b>	<b>\$48,000</b>	<b>\$48,000</b>	<b>\$48,000</b>	<b>\$48,000</b>	<b>\$48,000</b>	<b>\$288,000</b>

## 6 YEAR ALTERNATING Market Updates in odd years

	2026	2027	2028	2029	2030	2031	Total
<b>Assessor Services</b>	Maintenance	Market Update	Maintenance	Market Update	Maintenance	Market Update	Total
<b>Service Cost</b>	\$33,000	\$48,000	\$33,000	\$48,000	\$33,000	\$48,000	\$243,000
<b>Annual Amortized Price</b>	<b>\$40,500</b>	<b>\$40,500</b>	<b>\$40,500</b>	<b>\$40,500</b>	<b>\$40,500</b>	<b>\$40,500</b>	<b>\$243,000</b>

## 6 YEAR ALTERNATING Market Updates in even years

	2026	2027	2028	2029	2030	2031	Total
<b>Assessor Services</b>	Maintenance	Market Update	Maintenance	Market Update	Maintenance	Market Update	Total
<b>Service Cost</b>	\$33,000	\$48,000	\$33,000	\$48,000	\$33,000	\$48,000	\$243,000
<b>Annual Amortized Price</b>	<b>\$40,500</b>	<b>\$40,500</b>	<b>\$40,500</b>	<b>\$40,500</b>	<b>\$40,500</b>	<b>\$40,500</b>	<b>\$243,000</b>

### Maintenance:

We will inspect all permits, new construction and any demolitions. Every sale will be entered and reviewed. If there are changes to condition or missing information we will update the data to reflect. Any request for inspection from your community will also be visited during a maintenance year.

### Market Update:

We will conduct the same services as in a maintenance year. On top of our maintenance services every year we will break down each property by neighborhood, style, age, location etc. Each will be evaluated and re-assessed to its new fair market value. A notice of new value will be mailed to the property owner. It is important to maintain a schedule of social media education to ensure your community understands how the assessment process works.

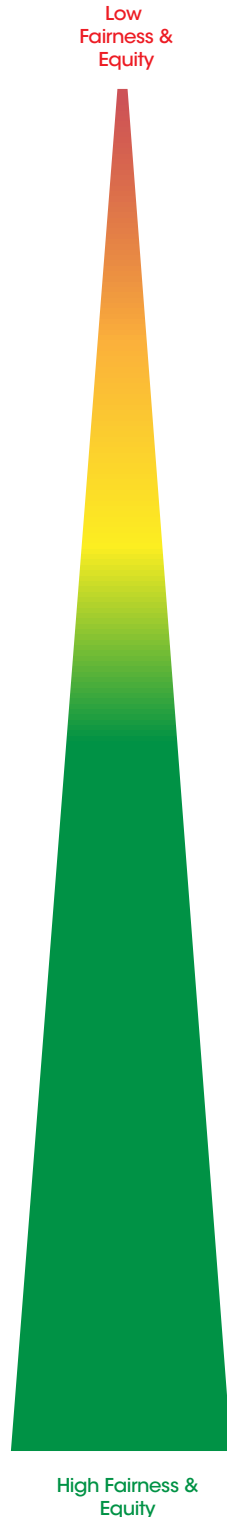
## ALL INCLUSIVE SERVICES

- ✓ **FREE** Web Data Access
- ✓ **CUSTOM** Community Education
- ✓ **LIVE** Customer Service

Item 18. **ZERO** Cost to Convert Assessment Data

Would you like to see additional options?  
We will work with you to customize any assessment plan to fit your community's needs.

# SERVICE DEFINITIONS



## MAINTENANCE

We physically view any property that has changed from the previous year. This includes all new construction, property splits, and properties that have been issued a building permit, etc. Maintenance keeps property values stagnant and creates inequities each year you remain in a maintenance cycle

## BLEND

Blending years of maintenance with a market revaluation creates a budget friendly option to spread the cost of a market update over the life of the contract. Using this process you could potentially bounce in and out of compliance.

## REVALUATION

The purpose of a 1 year Village-wide revaluation is to bring all real estate values to 100% market value. This can be done by physically inspecting all of the properties, or partial inspections over multiple years. Waiting multiple years between revaluations causes large increases or decreases in values. Fairness and equity is only high during the year the revaluation takes place, years of maintenance start the cycle over again.

## ANNUAL MARKET UPDATES

We pioneered the process of Full Value Maintenance. Our proprietary service aggressively maintains 100% market value by performing annual market revaluations. This ensures every property owner is paying only their fair share of taxes on an annual basis and prevents large value adjustments while producing the most fair and equitable value.

# INSURANCE

This sample insurance copy is for reference. A copy of this insurance will be automatically emailed to you annually to save in your files. If you would like additions or changes to the insurance we can make those any time at no additional cost to you.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Fox Cities Insurance A Division of Ansay & Associates 4351 W College Ave Suite 310 Appleton WI 54914		<b>CONTACT NAME:</b> Theresa Vorpahl <b>PHONE (A/C, No, Ext):</b> 920-739-0424 <b>FAX (A/C, No):</b> 920-560-7079 <b>E-MAIL ADDRESS:</b> Theresa.Vorpahl@ansay.com	
<b>INSURED</b> Accurate Appraisal, LLC & Municipal Assessment Software Sol PO Box 415 Menasha WI 54952		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A: West Bend Mutual Insurance Company      15350 INSURER B: Houston Specialty Insurance Company      12936 INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** 1287743460      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1421930	2/22/2023	2/22/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PROP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			1421930	2/22/2023	2/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			1421930	2/22/2023	2/22/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	1421932	2/22/2023	2/22/2024	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability			MEO-HS-0003754-00	10/3/2022	10/3/2023	Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Theresa Vorpahl</i>

# REFERENCES



## DE PERE

Accurate Appraisal has served as the statutory assessor for the City of De Pere since 2005. In 2018, the City decided to adopt their annual Full Value Maintenance program. This transition has been beneficial to the City, because market trends over the past few years would have otherwise forced another city-wide revaluation. It also makes budget planning easier by supplying consistent information year-to-year. Our account manager at Accurate is extremely knowledgeable, and has always been responsive to our questions and needs. Accurate's proactive public relations campaign, which provides social media posts and additional website content, has been very helpful in communicating with and educating our citizens.



**Carey Danen**  
CLERK/TREASURER

[www.deperewi.gov](http://www.deperewi.gov)  
[cdanen@mail.de-pere.org](mailto:cdanen@mail.de-pere.org)  
(920) 339-4072 ext 1355



## GREENVILLE

We have worked with Accurate over the last three years, who performed a total revaluation of our municipality. Their leadership in the industry is one of the reasons why we chose Accurate as our Assessor. Their friendly, reliable service is why we continue to utilize Accurate. Timely, professional response has been appreciated and we trust them to serve our residents with dependable service and fair assessments.



**Wendy Helgeson**  
CLERK

[www.townofgreenville.com](http://www.townofgreenville.com)  
[whelgeson@greenvillewi.gov](mailto:whelgeson@greenvillewi.gov)  
(920) 757-5151 ext 1100



## CITY OF NEW RICHMOND THE CITY BEAUTIFUL

It is with enthusiasm that I recommend Accurate Appraisal, LLC. We could not have asked for a better partner to go through a full revaluation with this year. Their depth of experience allows them to handle even the most complicated of situations and their professionalism is obvious to our team, but more importantly to our residents. A revaluation is a big deal to a community, but doesn't have to be strain on City Staff - Accurate will get you through every step.



**Michelle Scanlin**  
CLERK

[www.newrichmondwi.gov](http://www.newrichmondwi.gov)  
[mscanlan@newrichmondwi.gov](mailto:mscanlan@newrichmondwi.gov)  
(715) 246-4268



Accurate Appraisal has professionally served as the Assessor for the Village of Fox Crossing since 2015. Over the past several years, Accurate Appraisal expertly conducted a full revaluation of the Village in 2017, and has maintained the Village at full value since 2019. A full value contract with Accurate Appraisal has provided a tremendous benefit to Fox Crossing. With the large increase in property values over the past few years, having the Village's assessed value grow incrementally over the past several years rather than a large increase in value in one year, is much easier to explain to Village residents. Accurate Appraisal has been a great partner with Fox Crossing in managing the difficult task of assessing.



**Jeffrey S. Sturgell**  
Village Manager

[www.fccommunity.com](http://www.fccommunity.com)  
[JSturgell@foxcrossingwi.gov](mailto:JSturgell@foxcrossingwi.gov)  
(920) 720-7101



**Cindy Bauer**  
CLERK

[www.ci.altoona.wi.us](http://www.ci.altoona.wi.us)  
[cindyb@ci.altoona.wi.us](mailto:cindyb@ci.altoona.wi.us)  
(715) 839-6092



MEMO

To: Common Council

From: Becky Magestro, Chief of Staff

Date: 8/14/2025

Re: Community Involvement & Cable TV Dissolvment

Before the Community Involvement and Cable TV Commissions could be formally dissolved, it was necessary to consult with the Equal Opportunities Commission (EOC). The purpose of this consultation was to determine whether the EOC would be agreeable to accepting members from those commissions.

The EOC has confirmed at their meeting on Wednesday, August 13<sup>th</sup>, that its mission aligns with community engagement efforts and expressed that they are willing to welcome members from the Community Involvement and Cable TV Commissions, should those members choose to join.

At this time, staff is willing to move forward with updating the EOC ordinance to reflect these changes with Council's approval.

**Starin Park Water Tower Committee Report to the Landmarks Commission  
July 21, 2025. The Landmarks Commission approved these recommendations on August 6, 2025.**

The Starin Park Water Tower Committee approved the following recommendations to the Whitewater Landmarks Commission regarding the work to stabilize the old Starin Park Water Tower structure.

1. Inspections of the Starin Park Water Tower by both professional engineers and restoration experts indicate that the tower is in safe condition as long as the fence around it is maintained. Therefore, the committee continues to recommend that the water tower not be demolished, but that work be done to stabilize the tower structure for the foreseeable future.
2. The water tank, itself, and the main beams supporting the tank are in good condition and no repair is needed to them at this time or in the near future; therefore, the committee recommends that work on this part of the tower structure is not necessary.
3. Some secondary beams are significantly rusted where they are attached to the stone walls and while not in danger of immediate failure they should be repaired/replaced for long-term stability of the tower. The interior stonework near the tank is also in need of some repair in order to maintain the long-term stability of the tower.
4. The committee, therefore, recommends that all secondary beams with rust issues be repaired/replaced and that interior stonework near the tank be repaired. This work should all be done at the same time in order to save money on the installation of interior scaffolding.
5. The committee recommends that the City of Whitewater put out bids for this work and that this work be funded with the money that has been estimated that would be needed to demolish the tower.
6. It is the committee's opinion that by performing these repairs, the water tower will be structurally stable for the foreseeable future.



# Council Agenda Item

Meeting Date:	August 19, 2025
Agenda Item:	RFP for Engineering Services
Staff Contact (name, email, phone):	Brad Marquardt, <a href="mailto:bmarguardt@whitewater-wi.gov">bmarguardt@whitewater-wi.gov</a> , 262-473-0139

## BACKGROUND

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

The Agreement with Strand Associates for City Engineering Services expires at the end of 2025. It has been a number of years (possibly 2012) since the City issued a Request for Proposal for these services. Staff has no issues with the work being performed by Strand, however, to make sure the City is receiving the best services at the best value and to be transparent in procuring these services, staff is looking to issue a Request for Proposal.

The RFP, if approved, will be posted on August 25, 2025 and also sent to known interested consultants. Proposals will be due on September 25, 2025. A selection committee will review the proposals and make a recommendation to the Public Works Committee on October 14, 2025. The Public Works Committee will then make a recommendation to the full Council for final action.

Firms will be evaluated based on:

- Firm History and Qualifications
- Assigned Personnel
- Familiarity with local geography and facilities
- Ability to relate to project requirements
- Reference checks
- Engineering experience in Streets, Utilities, Storm water management, and Construction Administration
- Cost

## PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Public Works Committee recommended approval of issuing the RFP and forwarded to Council for final action at their August 12, 2025 meeting.

## FINANCIAL IMPACT

(If none, state N/A)

There is no financial impact to issue the Request for Proposal. The financial impact for City Engineering Services is based solely on the projects being requested.

## STAFF RECOMMENDATION

Staff recommends a motion to approve the issuance of the Request for Proposal for City Engineering Services.

## ATTACHMENT(S) INCLUDED

(If none, state N/A)







**CITY OF WHITEWATER  
REQUEST FOR PROPOSALS**

**City Engineering Services**

Date Issued: Monday, August 25, 2025

**SUBMIT RFP TO**

City of Whitewater

City Clerk

312 W. Whitewater Street

Whitewater, WI 53190

**SUBMISSION DEADLINE**

Thursday, September 25, 2025, 3:30 PM

## I. Summary

The City of Whitewater is soliciting proposals from qualified consulting firms to provide City Engineering Services for the Public Works Department. Engineering services include, but not limited to: Design and bidding of streets, water, wastewater, and storm water infrastructure; Construction inspection and management; Developer site reviews; and Studies.

## II. General Information

The City of Whitewater has an estimated population of 15,000, which includes the campus of the University of Wisconsin – Whitewater (UWW). UWW is responsible for their utilities and streets that are internal to their campus. However, there could be some projects where the City and UWW may partner together. One such example is the proposed shared underground detention basin currently being designed to help both entities move toward their respective MS4 requirements for TSS and TP.

In general, Engineering services will cover, but not limited to, the following:

**Streets:** The City currently has about 50 miles of local streets. The City will need assistance with planning, cost estimates, design, etc., for the repair, upgrade and reconstruction of infrastructure based on the City's approved two-year budget cycle. This will include, but not limited to, curb and gutter, pavement design, sidewalk, signage, and striping. Typically, streets are designed in the odd numbered years and constructed in the even number years. The City is responsible for 8 traffic signals. The City may ask for intersection studies or timing adjustments at these intersections.

**Water:** The City currently has 5 wells and 2 above ground storage tanks. The Water Utility pumps an average of about 1,600,000 gallons per day through approximately 56 miles of pipe. Water Utility personnel use a SCADA system to control pumping, treatment and distribution. All aspects of pumping, treatment and distribution repair, upgrade, planning, cost estimates and replacement of infrastructure will be considered.

**Wastewater:** The City currently has 6 lift stations and approximately 52 miles of sanitary sewer pipe. The Wastewater Treatment Facility is an activated sludge plant with biological phosphorus removal. The maximum month flow design is 3.8 MGD with a maximum monthly BOD design of 4,015 lb/day. Currently, the average day flow is 1.41 MGD with an average 2,704 pounds of BOD. Wastewater personnel use a SCADA system to control all processes. All aspects of wastewater collection and treatment, including SCADA shall be considered for tasks related to repair, upgrade, planning, cost estimates and replacement of infrastructure.

**Storm Sewers:** The City has a collection of storm sewers, water ways and ditches to convey storm water. For the most part, the City will need assistance with cost estimates, planning, design, etc., for the repair, upgrade and reconstruction of infrastructure in conjunction with street reconstruction projects.

**Storm Water Management:** The City currently has 33 municipally owned BMPs for Storm Water Management. As part of the Rock River TMDL, the City is required to have a 49% TSS reduction and a 66% TP reduction. The City is currently undergoing an update to its 2017 Storm Water Management Plan. Current findings show the City at a 53.7% TSS reduction and a 45.5% TP reduction. The City is a member of the Rock River Storm Group and uses this platform to meet its Public Education and Outreach, and Public Involvement and Participation requirements of its MS4 permit. The City currently uses a third party to perform outfall and IDDE inspections. The City will need assistance in planning, design and implementing additional BMPs to help meet the requirements of the Rock River TMDL. Also, the City will need assistance with review of developer submitted Storm Water Management Plans to ensure they meet City requirements on a case-by-case basis.

**Sidewalks:** Sidewalks shall be considered for all reconstruction of City streets. The City is in the process of implementing a sidewalk replacement program, first to replace tripping hazards and second to update curb ramps. The intention would be to include a section of the City every two years for sidewalk improvements. The City will need assistance with cost estimates and design.

**Construction Management/Inspection:** There may be multiple projects ongoing within the City at any one time. The firm will be asked to assist with conducting construction inspection and project management on various projects. This shall include but not be limited to assisting with pre-construction meetings, progress meetings, pay requests, and project closeout. As-Builts should be provided in .PDF format to the Director of Public Works within six (6) months of substantial completion of the project. As-Builts shall also be provided in a shapefile for insertion into the City's ArcGIS Online layers.

**Studies:** Studies to support any of the above areas may be required.

**Subdivision review:** Review of subdivision plans for compliance with City Ordinances. Construction inspection of developer installed infrastructure may be required to ensure infrastructure is installed according to plans.

### III. Agreement

The general Agreement for City Engineering Services will include the ability to provide independent Task Orders for specific projects. Each specific Task Order should include Project Information, Detailed Scope of Services, Compensation and Schedule. The City will compensate the firm on an hourly rate basis plus expenses a not-to-exceed fee.

The Agreement will be for five years with the possibility of two (2), one-year extensions.

The Agreement should also be written to allow flexibility for the City to solicit proposals for design of individual projects if a competitive process is required.

### IV. Submission of Proposal

Proposals are to be submitted to:

City of Whitewater  
Attention City Clerk  
312 W. Whitewater Street  
Whitewater, WI 53190

by **3:30 pm, Thursday September 25, 2025**. Please indicate “City Engineering Services” on the outside of the envelope. Please provide four (4) hard copies of the proposal and one electronic version (flash drive).

A selection committee will review the proposals and it is anticipated the results will be sent to the Public Works Committee on October 14, 2025. The Public Works Committee may forward a recommendation onto the City Council for their October 21, 2025 meeting, or may ask the selected firm to attend a future Public Works Committee meeting to answer additional questions.

Questions regarding the Request for Proposal should be directed to Brad Marquardt, Public Works Director, at 262-473-0139 or [bmarquardt@whitewater-wi.gov](mailto:bmarquardt@whitewater-wi.gov).

### V. Proposal Requirements

Submitted Proposals should include the following:

1. Firm name, address, telephone, and e-mail of the Contact Person.
2. Brief history of the firm.
3. A one-page statement of your interest, qualifications and familiarity with City of Whitewater’s facilities, infrastructure and geography.
4. Identification of key personnel to be assigned to various services. Please provide an organization chart with the roles & responsibilities of each identified person with resumes of key personnel.
5. Indicate the location of the office from where specific services will be provided.



6. Provide a list of municipalities with contact information for those municipalities where you currently perform City Engineering Services.
7. Provide a list of relevant projects completed or underway in 2025.
8. Provide the following information for a completed 2024 Wisconsin municipal street reconstruction project.
  - a. Address & phone number of contact person
  - b. Brief project description
  - c. Scope of Services/Task Order
  - d. Engineers Estimate
  - e. Bid Price
  - f. Dollar value of Change Orders
  - g. Final Construction Cost
  - h. Engineering
    - i. Design Cost (up to and including the signing of the contracts)
    - ii. Contract Administration Cost
    - iii. Construction related services costs, including project inspection
    - iv. Sample drawings (11 x 17). Do not need to send the full set of plans.
    - v. The role key personnel in #4 above had in the project

## VI. Selection Process

The selection committee will evaluate the proposals using the following criteria:

- Firm History and Qualifications
- Evaluation of assigned personnel
- Familiarity with local area geography and facilities
- Ability to relate to project requirements
- Reference Check
- Engineering Experience:
  - Streets/Transportation
  - Utilities
  - Storm water and Storm water management
  - Contract administration
- Cost – Include in a separate envelope, or in a separate file for the electronic version, your proposed 2026 costs per hour for key personnel to be assigned to various services as listed in the provided organization chart. Indicate what has been past practice for per hour increases and what can be anticipated for 2027 per hour increases.

## **VII. Additional Information**

All proposal costs are the expense of the proposer. Elaborate proposals beyond that sufficient to present a complete and effective proposal are not necessary or desired.

The City will award the contract to the most responsive and responsible consultant after all criteria are considered. The City reserves the right to waive any informalities or to reject any or all proposals and to award the contract to the consultant, who in the judgement of the City, will best serve the interests of the City.

The City will honor confidentiality requests to the extent possible. If you feel certain aspects of your proposal are proprietary in nature, please indicate so.



# Council Agenda Item

Meeting Date:	August 19, 2025
Agenda Item:	Netwurx Agreement
Staff Contact (name, email, phone):	Brad Marquardt, <a href="mailto:bmarguardt@whitewater-wi.gov">bmarguardt@whitewater-wi.gov</a> , 262-473-0139

## BACKGROUND

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

Netwurx signed a Water Tower Space/Lease Agreement with the City in June 2024. During discussion about the lease payment, Netwurx had asked for a reduced lease payment due to the thought they would have to install the electric and pave the access road since Verizon had not signed their Agreement yet. Verizon eventually signed their Agreement and began work in May 2025 with their installation. Netwurx has not started construction as of yet.

The Public Works Committee discussed the Netwurx Agreement at their July 8, 2025 meeting. According to the Agreement, “if Company has failed to install its equipment upon the site described in this Lease within 12 months of execution, even though all rent payments have been made, City may choose to terminate this Lease with 60 days’ notice”. Netwurx has yet to submit plans for review and approval for installation of their facilities. Due to this and that since Netwurx does not need to pay for the electric or the paved access road, since Verizon will be responsible for this, the Public Works Committee thought that maybe the Agreement with Netwurx should be terminated and a new lease amount be established.

## PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Public Works Committee and the Common Council approve the Netwurx Agreement in June 2024. At the July 8, 2025 Public Works Committee meeting, the Committee asked for this item to be brought before the full Common Council for discussion.

## FINANCIAL IMPACT

(If none, state N/A)

Per the Agreement, the rent started at \$7,000/year with a 4% escalator per year. The Agreement is for five years. Below is a comparison with the rent payment of Edge Broadband.

	<u>Edge Broadband</u>	<u>Netwurx</u>
2024	\$8,346.77	\$7,000.00
2025	\$8,600.00	\$7,280.00
2026	\$8,600.00	\$7,571.20
2027	\$8,600.00	\$7,874.05
2028	Expired	\$8,189.01

## STAFF RECOMMENDATION

On one hand, Netwurx is paying a reduced amount compared to Edge Broadband for similar services of providing internet services through radio antennas. On the other hand, the City is receiving rent payment from Netwurx even though they are not utilizing the Tower as of yet. Staff does not have a recommendation at this time.

## ATTACHMENT(S) INCLUDED

(If none, state N/A)

- 
1. Netwurx Water Tower Space-Lease Agreement
  2. Netwurx letter to the Public Works Committee
-



**WATER TOWER SPACE / LEASE AGREEMENT**  
(final 6/18/2024)

THIS AGREEMENT leasing space on a water tower ("this Lease") is between the City of Whitewater, (CITY) a municipal corporation, and NETWURX, LLC, (COMPANY).

In consideration of the terms and covenants of this Agreement, and for other good and valuable consideration, the parties agree as follows:

1. Leased Property. Subject to the terms and conditions of this Lease, the City of Whitewater (CITY) leases to Netwurx , LLC, (COMPANY) and COMPANY leases from CITY a certain portion of the space on the water tower located on real property owned by CITY, which property is located in Walworth County, Wisconsin, and legally described in Exhibit "B" (the "Property") which Property is subject to all existing easements, covenants, conditions, and restriction of record, if any. Legal description of the Property is included in Exhibit "B." CITY leases to COMPANY and COMPANY leases from CITY certain space on CITY's water tower (the "Tower") located on the Property, which location and orientation of space is more particularly described in Exhibit "A" attached hereto. The actual location of the leased premises on the Tower is depicted by drawings shown in Exhibit A attached hereto.
2. Term. The initial term of this Lease shall be five (5) years, commencing upon the date this document is executed by CITY and COMPANY ("Commencement Date"). If COMPANY fails to begin installation and use of the Tower within 60 days of execution, this lease will lapse unless rent payments as set out below are made. If COMPANY has failed to install its equipment upon the site described in this Lease within 12 months of execution, even though all rent payments have been made, CITY may choose to terminate this Lease with 60 days' notice. If termination is chosen, CITY will inform COMPANY in writing.
3. Rent.
  - a. This Agreement shall be for a term of five (5) years, subject to other provisions of this document, commencing on the date this lease is fully executed. Rent shall be paid in equal annual installments, on the same day of the year as the Commencement Date, each year, in advance, to the CITY, or to such other person, firm, or place as CITY may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.
  - b. The rent for this Lease shall be \$7000.00 per year. Increasing by 4% each year.
  - c. If this Lease is terminated at a time other than on the last day of a lease term, rent shall be prorated as of the date the water tower and premises are restored to their condition on the commencement date of this Lease, normal wear and tear excepted and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents prorated after said date shall be refunded to COMPANY. In the event of termination for any other reason than nonpayment of rent, the prorated rent to be returned to COMPANY are subject to deductions of costs incurred by CITY if COMPANY fails to remove equipment within ninety (90) days of notice of termination.
4. Use. COMPANY may use the leased premises for the installation, operation, and maintenance of facilities for the transmission and reception of radio communication signals in such frequencies as may be assigned to COMPANY by the Federal Communications Commission ("FCC") and for the operation of related equipment in accordance with the provisions of this Lease. COMPANY shall use the leased premises in compliance with all federal, state, local laws and regulations. If for any reason Company's use of the leased premises fails to comply with any federal, state or local law and COMPANY fails to bring its use within compliance within thirty days of written notice of such noncompliance, this Lease shall be terminated as provided herein, unless sooner authorized by such law. CITY agrees to reasonably cooperate with COMPANY in obtaining, at COMPANY'S expense, all licenses and permits required for COMPANY'S use of the leased premises.
5. Installation of Improvements. Access. Utilities.
  - a. COMPANY shall have the right, at its sole cost and expense, to install, operate and maintain the facilities on the leased portions of the Tower described in Exhibit "A" attached hereto, which facilities include radio transmitting and receiving antennas (the "Antenna Facilities"). COMPANY's installation of all such equipment, personal property, and facilities shall be done according to plans approved by CITY, and no equipment or property shall be subsequently relocated without CITY's approval which approvals shall not be unreasonably withheld or delayed. The Antenna

Facilities shall remain the exclusive property of COMPANY, subject to the provisions of Paragraph 7 of this Lease. Tenant shall pay Landlord for all reasonable costs and fees not to exceed \$7,500 incurred by the Landlord for attorneys, engineers, and consultants to review this Lease and any plan drawings, structural analysis reports, mount analysis reports, or other documents associated with Tenant's proposed use of the Premises, and for consultant observation of Tenant's installation, upgrade, repair or maintenance work.

- b. COMPANY may update or replace the Antenna facilities from time to time with the prior written approval of CITY, provided that the replacement facilities are not greater in number or size than the existing facilities and provided that their location on the leased portions of the tower is satisfactory to CITY. COMPANY shall submit to CITY a proposal for any such replacement facilities, and for any supplemental materials as may be reasonably requested for CITY's evaluation and approval, which approval shall not be unreasonably withheld or delayed. All costs for required structural studies will be paid by COMPANY within 30 days of receipt of a detailed invoice.
- c. COMPANY shall have the right, at its sole cost and expense, to install, operate and maintain on the leased portions of the Tower the improvements described in Exhibit "A" attached hereto. All such improvements shall be constructed in accordance with CITY's specifications and according to a plan approved by CITY. The Equipment shall remain the exclusive property of COMPANY, subject to the provisions of Paragraph 7 of this Lease. No equipment shall be stored on the Property.
- d. At all times during this Lease, CITY hereby grants to COMPANY a nonexclusive easement for ingress egress, and access over the Property which gives COMPANY access to the base of the water tower at no additional charge to COMPANY.
- e. COMPANY, at all times during this Lease, shall have access to the Property in order to install, operate and maintain its transmission facilities. COMPANY shall have access to the Tower only with the approval of CITY and in the presence of an employee of CITY. COMPANY shall request access to the Tower twenty-four hours in advance and CITY's approval thereof shall not be unreasonably withheld or delayed.
- f. COMPANY shall separately meter charges for the consumption of electricity and any other utilities associated with its use of the Property and shall pay all costs associated therewith. All utilities will be buried.
- g. COMPANY shall provide CITY with "as built" drawings of the equipment installed on the water tower which show the actual location of all equipment. Such drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Antenna Facilities actually placed on the Tower.
- h. COMPANY shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antenna Facilities, and any other leasehold improvements, and shall keep the same in good repair and condition during the Lease term.
- i. COMPANY will adhere to all OSHA safety requirements.
- j. COMPANY shall place no advertising on the site or on any structure on the site.
- k. All antennae panels will be painted to match the water tower.
- l. Any additional costs for servicing or maintaining the tower that are due to the presence of the COMPANY's equipment, will be the responsibility of COMPANY.
- m. Equipment belonging to COMPANY will comply with the Noise Ordinance of the CITY.
- n. CITY will notify COMPANY at least forty-five (45) days in advance of the date when the water tower is scheduled to be painted, repaired, rebuilt or scheduled for general maintenance. The parties will cooperate to determine which of the following two options will be used to address the impact of the Antenna Facility on the cost of painting or repairing the water tower: 1) Shortly before the painting date, COMPANY will place a temporary antenna array on a crane parked near the site. COMPANY will then remove the antennas from the water tower and the painting will proceed as it normally does. Once the painting or repair is finished, COMPANY will then re-attach the antennas where they were and will have them painted to match the newly repaired/painted water tower. All costs incurred in removing the antenna, placement of a temporary antenna array, reattaching and painting the antennas shall be the sole responsibility of COMPANY. 2) The contractor will bid on the cost of painting/repairing the tower without the Antenna Facility. The contractor will then bid on the cost of painting/repairing the tower with COMPANY antennas left in place. The contractor will then proceed to paint/repair the tower with COMPANY'S antennas left in place. COMPANY will reimburse CITY for the difference between the two bids.

6. Reasonable Approval Both parties shall not unreasonably withhold or delay approvals required under this lease.

7. Interference.

- a. COMPANY's installation, operation, and use of its transmission facilities under this Lease shall not damage or interfere in any way with CITY's water tower operations or related repair and maintenance activities. CITY, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the leased premises and to temporarily interfere with COMPANY'S equipment as may be necessary in order to carry out any of such activities. CITY agrees to give reasonable advance notice of such activities to COMPANY and to reasonably cooperate with COMPANY to carry out such activities with a minimum amount of interference with COMPANY's transmission operations.
- b. COMPANY shall operate its telecommunication facility in a manner that will not cause radio frequency interference to any and all of the City's current and future communications equipment. COMPANY shall operate its telecommunications facility in a manner that will not cause radio frequency interference to the operations of other subtenants, lessees, and/or licensees' operations which predate installation of COMPANY'S telecommunications facilities under this lease.
- c. This lease is made with the knowledge of both parties that there no other tenants on the water tower at this time , *however both parties acknowledge that Verizon is also working with the City to become a tenant.*
- d. In the event that COMPANY'S transmission operations interfere with any type of electronic reception or transmission of any other parties in the surrounding area, COMPANY agrees to use its reasonable best efforts to remedy such interference in accordance with applicable regulations and standards of the FCC and any other governing body. COMPANY warrants that it shall maintain all of its Antenna Facilities in full compliance with all applicable regulations of the FCC and other governing bodies. COMPANY will be responsible for correcting any intermod problems with other users of the property, should they occur due to the equipment installed and operated by COMPANY. In the event the interference cannot be eliminated, CITY may immediately terminate this agreement, whereafter COMPANY shall immediately remove all of its personal property and fixtures which interfere with City's use of the premises and remove all remaining personal property and fixtures in accordance with-paragraph 8.

8. Termination.

- a. Section 8a was removed intentionally.
- b. Except as otherwise provided herein, this Lease may be terminated by one party upon thirty (30) days written notice to the other party as follows:
  - 1) By either party, upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default to the other party;
  - 2) By COMPANY, if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the transmission facilities or COMPANY business;
  - 3) By CITY, if it determines in its sole discretion and for any reason, that the tower is structurally unsound for use as a water tower, including but not limited to consideration of age of the structure, damage or destruction of all or part of the water tower or the Property from any source, or factors relating to condition of the Property; or
  - 4) By CITY, if COMPANY'S use of the Property becomes illegal under any federal, state or local law, rule or regulation.
- c. Upon termination of this Lease for any reason, COMPANY shall remove all of its equipment, personal property, Antenna Facilities, and leasehold improvements from the water tower and the Property within ninety (90) days after the date of termination, and shall restore the water tower and the Property to the condition it was in on the Commencement Date of the term of this Lease ordinary wear and tear excepted, all at COMPANY's sole cost and expense. Any such property which is not removed by end of said ninety (90) day period shall become the property of CITY, and COMPANY shall be responsible for the cost of removal of the equipment.
- d. In the event this agreement is terminated by CITY any prepaid rents prorated from the date the water tower and property are reasonably restored to their condition on the commencement date of this Lease will be refunded to COMPANY. In the event of termination for any other reason than nonpayment of rent, the prorated rent to be returned to COMPANY are subject to deductions of

costs incurred by CITY if COMPANY fails to remove equipment within 60 days of notice of termination.

9. Insurance.

- a. COMPANY shall provide Comprehensive General Liability insurance coverage, including premises/operations coverage, independent contractor's liability, completed operations coverage, contractual liability coverage, and CITY will be held harmless for acts of outside vendors in a combined single limit of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence, and One Million Dollars (\$1,000,000.00) aggregate, and name CITY as an additional insured on such policy or policies. COMPANY may satisfy this requirement by an endorsement to its underlying insurance or umbrella liability policy.
- b. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and, in the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.
- c. COMPANY shall provide to CITY, prior to Commencement Date of the Lease Term, evidence of the required insurance in the form of a certificate of insurance issued by an insurance company licensed to do business in the State of Wisconsin, which includes all coverage required above and contains evidence of the waiver of subrogation contained above. Said certificate shall also provide that the coverage may not be concealed, nonrenewable, or materially changed without thirty (30) days prior written notice to CITY.

10. In the event that it is established that COMPANY'S operation of the wireless facility is determined to be medically related to a health problem, CITY must notify COMPANY of the related issues. In the event that COMPANY causes, permits or allows such activities determined to be medically related to a health problem to continue, CITY shall have the right to immediately terminate this Lease if COMPANY fails to discontinue or remedy the operation within 60 days of written notice of any such relationship.

11. Damage or Destruction of Property. If the Property, water tower, or Antenna Facilities are destroyed or damaged so as, in COMPANY'S judgment to render the site unusable as an Antenna Facility, COMPANY may elect to terminate this Lease upon thirty (30) days written notice to CITY. In the event COMPANY elects to terminate the Lease, COMPANY shall be entitled to reimbursement of any prepaid rent prorated prior to the date of termination.

12. Condemnation. In the event the whole of the Property is taken by eminent domain, this Lease shall terminate as of the date title to the Property vests in the condemning authority. In the event a portion of the Property is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, COMPANY shall not be entitled to any portion of the award paid for the taking and CITY shall receive the full amount of such award, COMPANY hereby expressly waiving any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or the fee of the Property, shall belong to CITY, COMPANY shall have the right to claim and recover from the condemning authority, but not from CITY, such compensation as may be separately awarded or recoverable by COMPANY on account of any and all damage to COMPANY'S business by reason of the taking and for or on account of any cost or loss to which COMPANY might have in removing and relocating its equipment, personal property, and Antenna Facilities. CITY will refund any prepaid rents prorated as of the date the Property is taken by the Condemning Authority.

13. Indemnification. Except for the negligent acts or willful misconduct of CITY'S agents or employees, COMPANY agrees to indemnify, defend, and hold harmless CITY and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by CITY or for which CITY may be held liable, which arise from the negligence, willful misconduct, or other fault of COMPANY or its employees, agents, or subcontractors in the performance of this Lease or from the installation, operation, use, maintenance, repair, removal, or presence of COMPANY'S transmission facilities on the water tower, including but not limited to electrical interference or health problems caused by COMPANY'S transmission operations, and specifically including the representations and warranties of Paragraph 15(b) of this lease.

14. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested to the following addresses:

[DOCUMENT TITLE] PAGE 4 OF 6



If to City, to:

John Weidl  
City Manager  
312 West Whitewater Street  
P. O. Box 178  
Whitewater, WI 53190

If to COMPANY, to:

Netwurx Internet  
P. O. Box 245  
North Lake, WI 53064

15. Representations and Warranties.

- a. CITY warrants that (1) it has full right, power, and authority to execute this Lease; and (2) to the best of its knowledge, it has good and unencumbered title to the Property free and clear of any liens or mortgages, except as may be disclosed by review of title.
- b. CITY warrants that It has no knowledge of any substance, chemical, or waste (collectively, "Substance") on the site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.
- c. COMPANY represents and warrants that its storage and use of any Substance on the Property will comply with applicable federal, state or local law or regulation and that it will store and use said Substance on the property only if necessary for its transmission operations. COMPANY agrees to indemnify and hold harmless CITY from and against any and all liability, loss, cost, damage, and expense, including reasonable attorneys' fees relating from or due to the release, threatened release, storage or discovery of any of the above named materials that are part of COMPANY equipment, personal property, Antenna Facilities, or any component parts or by-products thereof in violation of applicable law.
- d. COMPANY, at its own cost, has the right to obtain a title commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of COMPANY, such title commitment shows any defects of title or any liens or encumbrances which may adversely affect COMPANY use of the Property, COMPANY shall have the right to cancel this Lease immediately upon written notice to CITY.

16. Assignment. COMPANY may not assign or sublet this Lease without the prior written consent of CITY except to any entity which controls, is controlled by, or is under the common control with COMPANY, or to any entity resulting from any merger or consolidation with COMPANY, or to any partner of COMPANY, or to any partnership in which COMPANY is a general partner, or to any person or entity which acquires all of the assets of COMPANY as a going concern, or to any entity which obtains a security interest in a substantial portion of COMPANY's assets, provided that COMPANY continues to indemnify and hold CITY harmless in accordance with Paragraph 13 above.

17. Successors and Assigns. This Lease shall run with the Property described in Exhibit "B." This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

18. Miscellaneous.

- a. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.
- b. This Lease shall be construed in accordance with the laws of the State of Wisconsin.
- c. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- d. This Lease is subject to all zoning approvals and building permits.
- e. This Lease shall not be construed based upon the party or its representative who drafted this Agreement or parts thereof.

END OF TERMS


THE UNDERSIGNED LESSOR HEREBY AGREES TO LEASE THE ABOVE-MENTIONED  
PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN.  
John Weid  
CITY MANAGER

JUN 26 2024

Signature \_\_\_\_\_  
"Landlord" {printname}  
Jweid@whitewater-wi.gov

Signature \_\_\_\_\_  
Netwurx - David Roller

Signature \_\_\_\_\_  
"Landlord" {printname}





Dear Public Works Committee members:

Netwurx Internet would like to lease space on the water tank located on the water tower at 797 Indian Mound Parkway. Netwurx has been in business since 1997. Our focus has been to make broadband internet available to rural southeastern Wisconsin. At this time we have over 80 access locations and 12 of those are on water tanks. We are very excited with the possibility of adding the water tank at 797 Indian Mound parkway to our network. We are requesting a lower annual rent payment than you get for similar use on the water tank located on E Carvath St and I would like to explain.

We are the first tenants on the Indian Mound water tank and as such there are extra requirements to building out this site that future tenants will not have the same financial burden.

- the construction of a roughly 200' paved access road
- electrical service to be installed to the area of the property for cellular carriers.

Typically an antenna facility intended for multiple tenants already has an access drive and a h-frame where electrical meters are located and electrical service can be connected relatively close to the leased ground space. We will have considerable expenses associated with being the first to this location.

Our proposed rental payment is also based on the number of potential clients we will be able to service from this location. The potential client base available from the Carvath St tank is substantially higher than that of your tank on Indian Mound Parkway. We also ask that you consider that our proposed rental payment is much higher than the amount paid to the city for use of the Carvath St tank when that agreement was new, creating a steeper path to reaching a return on our investment.

Thank you for your time and consideration in this matter.

Sincerely,  
David Roller  
Netwurx Internet  
dave@corp.netwurx.net  
(414) 831-3475