



Common Council Meeting

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

Thursday, February 20, 2025 - 6:30 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/88312135431?pwd=Tis11C8YjX5mrXazbzHijCwA1aybP1.1>

Telephone: +1 (312) 626-6799 US

Webinar ID: 883 1213 5431

Passcode: 650398

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

AGENDA

CALL TO ORDER

ROLL CALL

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.](#) Presentation about Housing from Walworth County Economic Development Association.

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.](#) Finance Committee Meeting Minutes from December 19, 2024.
- [3.](#) Equal Opportunities Commission Meeting Minutes from June 3, 2024.
- [4.](#) Public Works Committee Meeting Minutes from January 14, 2025.

- [5.](#) Strand Task Order 25-01, Construction related services for Well No 7 Modifications and Starin Park Reservoir Demolition.
- [6.](#) Strand Task Order 25-03, Wastewater Treatment Plant Capacity Study.
- [7.](#) Strand Task Order 25-04, Wastewater Treatment Plant Return Activated Sludge Pump Addition.
- [8.](#) Award of Contract 8-2024, Well No 7 Modifications and Starin Park Reservoir Demolition.
- [9.](#) April 1, 2025 Common Council Meeting will be held on April 3, 2025 due to Spring Election.
- [10.](#) Speed Data update.
- [11.](#) Sister City Partnership.

CITY MANAGER REPORT

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

STAFF REPORTS

- [13.](#) Public Surveys- **Chief of Staff**
- [14.](#) Analysis of Whitewater's Development Incentives- **City Manager**
- [15.](#) Strategic Use of Tax Increment Financing (TIF) to Support Housing Development in Whitewater- **City Manager**
- [16.](#) Analysis of Mukwonago's TIF – Funded Development Agreement for 915 Main. - **City Manager**
- [17.](#) Analysis of the Elkhorn Development Agreement and Use of TIF for the Teronomy Project- **City Manager**
- [18.](#) TIF Financing School Districts- **City Manager**

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.

ORDINANCES

First Reading

- [19.](#) **Ordinance 2025-O-8** an ordinance amending the zoning map and the zoning classification in regard to certain property Tax Parcel /WUP 00215, Whitewater Middle School in the City of Whitewater.-**Neighborhood Services**
- [20.](#) **Ordinance 2025-O-9** an ordinance amending the zoning map and the zoning classification in regard to certain properties in the City of Whitewater. 1551 and 1555 W Wildwood Lane Tax Parcel # /EV 00004. 1515 W Wildwood Road Tax Parcel # /EV0004. Vacant Parcel on Cedar Court Tax Parcel # /EV 00002-**Neighborhood Services**

CONSIDERATIONS

- [21.](#) Discussion and Possible Action regarding Approval for Purchase of Absolute NetMotion VPN- **IT**
- [22.](#) Discussion and Possible Action regarding a lease agreement with BTS Towers for an AT&T communication tower placed on Lot 2T off of Greenway Court.- **Public Works**
- [23.](#) Discussion and Possible Action regarding Approval of electrical transmission line easement with American Transmission Company LLC across land owned by the Wastewater Utility (Parcel 292-0515-3313-000).- **Public Works**
- [24.](#) Discussion and Possible Action regarding awarding the RFP for the Evidence Garage- **PD**
- 25. Councilmember Requests for Future Agenda Items or Committee items. Questions

FUTURE AGENDA ITEMS

- 26. Public Hearing for the Creation of the City of Whitewater Trippe and Cravath Lake District- **March 4, 2025.**
- 27. Update from Landmarks Committee regarding Starin Park Water Tower- **Schanen May 2025**
- 28. Public Comment for Boards and Committees-**Hicks Q1 2025**
- 29. Report on the Lakes District- **May 6, 2025**
- 30. Starin Road Speed Bump Update-**Smith Q2**
- 31. Window Ordinance for all Business-**Schanen Q1**

CLOSED SESSION Adjourn to Closed Session, TO RECONVENE, pursuant to Wisconsin Statutes 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

- 32. City Manager's Employment Agreement-**HR**

CONSIDERATIONS

- 33. Discussion and Possible Action regarding City Manager's Employment Agreement- **HR**

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.

WCEDA HOUSING INITIATIVE



HOW DID WE GET HERE?

2018 - PRESENT

- 2018 - FOXCONN/WISCONN VALLEY
- 2022 – STATE OF WALWORTH COUNTY
- 2022-2023 COMMUNITY HEALTH IMPROVEMENT PLAN (CHIP)
- 2023 – WCEDA BOARD DISCUSSION (MAR)
- 2023 – PROPOSAL TO COUNTY (JULY)
- 2023 – WORKFORCE HOUSING SUMMIT (OCT)
- 2024 – EXTENSION OF PROGRAM (NOV)



HOUSING NEEDS IN WALWORTH COUNTY

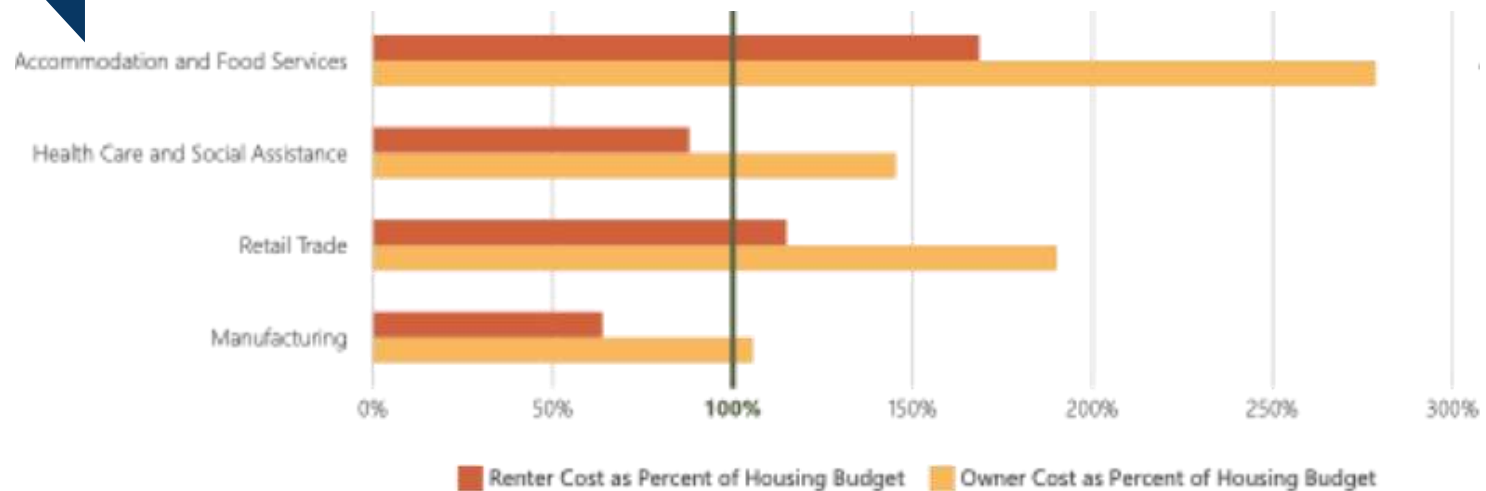
Taken from SEWRPC publication, "Housing for a Healthy Walworth County" -2023

- Looking at the near-term, there could be a demand for over 5,600 additional housing units in the County by 2030...when compared to the number of housing units developed in the County over the last 10 years (about 3,700 units), it shows we have a lot of work to do – almost double the units in half the time.



HOUSING COST IN WALWORTH COUNTY

Taken from SEWRPC publication, "Housing for a Healthy Walworth County" -2023



Source: U.S. Bureau of the Census 2017-2021 American Community Survey, Wisconsin Department of Workforce Development, and SEWRPC



HOUSING NEEDS IN WALWORTH COUNTY

Taken from SEWRPC publication, "Housing for a Healthy Walworth County" -2023

- The standards for a healthy housing market used by the U.S. Department of Housing and Urban Development (HUD) are a homeowner vacancy rate between 1% and 2% and a rental unit vacancy rate between 4% and 6%. Delavan, Genoa City, **Whitewater**, and Williams Bay are short on housing for **homeowners**; East Troy, Fontana, Sharon, and Walworth are short on housing for ***renters**; and Darien, Elkhorn, and Mukwonago are short on both.

**as is the case in most university towns, renter data gets skewed.*

Taking out student housing, Whitewater would be short on housing for renters



AVERAGE RENTS



Average Rent Prices in Wisconsin (WI)

\$775 Studio	\$863 1BR	\$1,092 2BR	\$1,443 3BR	\$1,587 4BR
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Rates obtained from <https://rentalrealestate.com/data/rent/wisconsin/>

MORTGAGE ILLUSTRATION – PAGE 7

walworthbusiness.com/housing - September 2024 Report

	30 Year FHA		30 Year Conv		30 Year FHA		30 Year Conv		30 Year FHA		30 Year Conv	
Purchase Price	\$350,000.00	\$350,000.00	\$325,000.00	\$325,000.00	\$300,000.00	\$300,000.00	\$275,000.00	\$275,000.00	\$275,000.00	\$275,000.00	\$275,000.00	\$275,000.00
Down Payment	\$ 12,250.00	\$ 17,500.00	\$ 11,375.00	\$ 16,250.00	\$ 10,500.00	\$ 15,000.00	\$ 9,625.00	\$ 13,750.00	\$ 9,625.00	\$ 13,750.00	\$ 9,625.00	\$ 13,750.00
1st Mortgage Base Loan Amount	\$337,750.00	\$332,500.00	\$313,625.00	\$308,750.00	\$289,500.00	\$285,000.00	\$265,375.00	\$261,250.00	\$265,375.00	\$261,250.00	\$265,375.00	\$261,250.00
Up Front Mortgage Insurance Premium	\$ 5,910.63	\$ -	\$ 5,488.44	\$ -	\$ 5,066.25	\$ -	\$ 4,644.06	\$ -	\$ 4,644.06	\$ -	\$ 4,644.06	\$ -
1st Mortgage Loan Amount W UFMIP	\$343,660.63	\$332,500.00	\$319,113.44	\$308,750.00	\$294,566.25	\$285,000.00	\$270,019.06	\$261,250.00	\$270,019.06	\$261,250.00	\$270,019.06	\$261,250.00
Term (years)	30	30	30	30	30	30	30	30	30	30	30	30
Rate (est.)	5.750%	6.125%	5.750%	6.125%	5.750%	6.125%	5.750%	6.125%	5.750%	6.125%	5.750%	6.125%
Monthly Payment												
1st Mortgage Principal & Interest	\$ 2,005.51	\$ 2,020.31	\$ 1,862.26	\$ 1,876.00	\$ 1,719.01	\$ 1,731.69	\$ 1,575.76	\$ 1,587.38	\$ 1,575.76	\$ 1,587.38	\$ 1,575.76	\$ 1,587.38
Est. Property Taxes 1st Year	\$ 583.33	\$ 583.33	\$ 541.67	\$ 541.67	\$ 500.00	\$ 500.00	\$ 458.33	\$ 458.33	\$ 458.33	\$ 458.33	\$ 458.33	\$ 458.33
Est. Homeowner's Insurance	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00
Est. Mortgage Insurance	\$ 154.80	\$ 135.77	\$ 143.74	\$ 126.07	\$ 132.69	\$ 116.38	\$ 121.63	\$ 106.88	\$ 121.63	\$ 106.88	\$ 121.63	\$ 106.88
Est. Association Dues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Monthly Payment	\$ 2,868.64	2864.41	\$ 2,672.67	\$ 2,668.74	\$ 2,476.70	\$ 2,473.07	\$ 2,280.72	\$ 2,277.59	\$ 2,280.72	\$ 2,277.59	\$ 2,280.72	\$ 2,277.59
Est. Income Needed To Qualify												
Est. Income Needed To Qualify	\$ 83,960.36	\$ 90,455.03	\$ 78,224.51	\$ 84,275.91	\$ 72,488.67	\$ 78,096.79	\$ 66,752.82	\$ 72,927.67	\$ 66,752.82	\$ 72,927.67	\$ 66,752.82	\$ 72,927.67
Est. Income Needed @41% DTI												
Est. Income Needed @41% DTI	\$ 83,960.36	\$ 83,836.37	\$ 78,224.51	\$ 78,109.38	\$ 72,488.67	\$ 72,382.39	\$ 66,752.82	\$ 66,655.40	\$ 66,752.82	\$ 66,655.40	\$ 66,752.82	\$ 66,655.40

*assumes FHA loan with 3.5% down; conventional loan with 5% down; 740 credit; rates not locked

MAIN AREAS

**DESIRED
OUTCOMES**

DELIVERABLES

DESIRED OUTCOMES

ACTION

PLANNING

ACTION

4-5 MUNICIPALITIES

PLANNING

4-5 MUNICIPALITIES

- COMMUNICATION WITH BUILDERS/DEVELOPERS
- COMMUNICATION WITH COMPANIES
- COMMUNICATION WITH MUNICIPALITIES
- COMMUNICATION WITH MUNICIPALITIES OUTSIDE COUNTY
- COMMUNICATION WITH STATE ORGANIZATIONS
- COMMUNICATION WITH SURVEY/CONSULTING FIRMS
- MEETINGS ATTENDED
- PRESENTATION GIVEN



ACTIVITIES AND MEETINGS

Communication with Agencies/Non-Profits

COMMUNITY ACTION	SEEDS OF HOPE	WALWORTH COUNTY HOUSING AUTHORITY	CHRP 3.2 GROUP	HABITAT FOR HUMANITY WAL. CO.	INSPIRATION MINISTRIES	LAKELAND BUILDERS ASSOCIATION	LAKES AREA REALTORS ASSOCIATION
Executive Director Mark Perry	Owner Jamie Stilling-Stupp	Executive Director Sarah Ross		John McKinney	Executive Director Erik Barber	Executive Officer Pat Bladow	Executive Officer Denise Schultz

Communication with Municipalities outside of Walworth County

JEFFERSON/ FORT ATKINSON	SUN PRAIRIE	LA CROSSE	MADISON	BURLINGTON	BELOIT	SHEBOYGAN COUNTY	WASHINGTON COUNTY
Thrive Executive Director Deborah Reinbold	Mayor Paul Esser	Mayor Mitch Reynolds	Mayor Sabra Rhodes-Conway	Executive Housing Council Jeffrey Erickson	Housing Council and CDBG Director	SCEDC/ Some Place Better Executive Director Brian Doudna	Housing Specialist/ Analyst Hannah Reckersen
							Village Administrator Jen Kellier

Communication with Walworth County Municipalities

DELANAV	WHITEWATER	SHARON	ELKHORN	WALWORTH	LAKE GENEVA	EAST TROY	DARIEN	BURLINGTON	GENOA CITY
Mayor Ryan Schroeder	City Manager John Weidl	Village President Mark Rousch	City Administrator Adam Swann	Village President Louise Craja	Mayor Todd Krause	Village Administrator Eileen Suhm	Village President Jane Stiles	Vice President, Fall Distribution, Jeffrey Erickson	Previous Village Manager Kate Dennis
City Administrator Brian Wilson	Economic Development Director Taylor Zinnert			Plan Commission Secretary Annie Zambato	Board Member Mary Jo Fesenmaier				Current Village Manager John Cole
Deputy City Administrator Nick Griffin	CDA Administrative Assistant Bonnie Miller								
Building Inspector T. Welsh									
Director of Public Works Mark Wendorf									
Deputy Clerk Heather Hazlett									

ACTIVITIES AND MEETINGS

Communication with Builders/Developers

THE TRACY GROUP	WALWORTH COUNTY CRAFTSMEN	HOFFMAN DEVELOPMENT	FAIRWYN	US SHELTER HOMES	COOK CONSTRUCTION	NRS HOMES	MOSAIC PROPERTY VENTURES	WAUSAU HOMES	SCHERRER CONSTRUCTION
Owner John Tracy	Owner Nathan Boos	Co-Founder Manager Steven Rozark	Owner Brian Pollard	Principal John Sorenson	Principal Chris Cook	Principal Paul Fitzpatrick	Principal Marissa Downs	Owner Greg Ingersoll	Tom McGreive

Communication with State Organizations

UW MADISON LA FOLLETTE SCHOOL OF BUSINESS	WHEDA	WEDA	WEDC	WISCONSIN COMMUNITY LAND TRUST	WISCONSIN REALTORS ASSOCIATION	CURDS	CLT	UW EXTENSION	MORE HOUSING WISCONSIN	CDBG

Communication with Companies

Communication with Survey/Consulting Firms

VANDEWALLE & ASSOCIATES	EHLERS	TRACY GROSS & ASSOCIATES	ABACUS ARCHITECTS	BATTERMAN
Associates Planner Sonja Khusev	Senior Municipal Advisor Phillip Cassan	President & CEO Grik Doversching	President Eric Halbur CDO David Van Duijnhout CFO Joel Van Es	President Frank McKeam

BIRDS EYE	INTEGRA SEATING	CONTINENTAL PLASTICS	GREENWOODS STATE BANK	ADAMS ELECTRIC	BATTERMAN	FAIT DISTRIBUTION	VRP PARTNERS	GAGE
Human Resources Manager Charles Noll	Owner/CEO Deena Putnam	Owner/CEO Becky Wolf	Senior VP David Barnett	HR Specialist	President Frank McKeam	Vice President Jeffrey Erickson	President Nicholas Pansorby	COO El Fracker
	Human Resources and Safety Manager Stacy Roberts	HR Specialist Steve Bielefeldt						
		HR Specialist Kristina Staude						
GRAND GENEVA	KNIGHT BARRY	COMPASS REALTY	THE ABBEY RESORT	NRS REAL ESTATE	PERM-A-CORP	CORPORATE CONTRACTORS INC.	SPX FLOW	ADVIA CREDIT UNION
Managing Director Skip Harless	Branch Manager Allison Ade	Realtor Annie Zambito	General Manager Dan Dolan	Co-Founder & Principal Louis Gouletas				

ACTION

WHITEWATER

- 38 SF-A UNITS/\$294K

GENOA CITY

- 62 SF UNITS/\$299K

DELAVAN

- UNDER CONSIDERATION

EAST TROY

- UNDER CONSIDERATION

ELKHORN

- UNDER CONSIDERATION

ACTION – PROJECTS UNDER CONSIDERATION

DEVELOPMENT #1

- 100 SF, 60-80 DORM, 112 APTS, 60 APTS SP. NEEDS

DEVELOPMENT #2

- 80 SF - \$300K, 24 SF RENTAL

DEVELOPMENT #3

- 106 SF Mixed, 20 DP, Senior

HOUSING UNDERWAY



DELAVAN

Arbor Ridge 6 single family houses
 Glen Oaks 24 single family houses
 Harbor Club, phase 2 40 single family houses
 Falcon Ridge 154 apartment units
 Aspire 146 apartment units



WHITEWATER

Meadowview 38 duplex units
 starting at \$294k
 Slater/Jake Steet 128 apartments
 starting at \$1700/mo
 Parkcrest 19 single family houses
 starting in the low 400s



LAKE GENEVA

Symphony Bay 50 single family houses
 starting in the mid 400s



FONTANA

Residences of Geneva Lake
 17 single family houses starting at \$1.3M
 3 townhomes



ELKHORN

Creekside, phase I 77 apartment units
 starting at \$1800/mo
 (approved for up to 847 units in phases)

NAME OF EFFORT – NIMBY-ISM

**NEXT
GENERATION**

**NEW
GENERATION**

HOUSING DEVELOPMENT TOOLS

ZONING

TIF

WHEDA

HOUSING
FUNDS

FOCUS AREAS

ZONING

- USING ZONING OPTIONS TO REDUCE COSTS

TIF

- LARGER PROJECTS TIED TO COMMERCIAL/IND DEVEL.

PARTNERSHIP MODEL

- DEVELOP MODEL BETWEEN MUNICIPALITIES & BUILDERS/DEVELOPERS

DELIVERABLES

HOUSING SUMMIT

HIRED HOUSING MGR.

WCEDA OVERSIGHT

FUNDS SUMMARY

EMPLOYER SURVEY

RESULTS STUDIES/CONSULTING

PRESENTATIONS

RECOMMENDATIONS

EMPLOYER SURVEY RESULTS

EDUCATION

OPPORTUNITY

MAPPING TOOL

RESIDENTIAL HOUSING OPPORTUNITY MAP – DELAVAN/EAST TROY

- **TASK #1** – RESIDENTIAL DEVELOPMENT OPPORTUNITY ANALYSIS
- **TASK # 2** – RESIDENTIAL DEVELOPMENT OPPORTUNITY MAP
- **TASK #3** – SUMMARY OF RESIDENTIAL DEVELOPMENT OPPORTUNITIES AND RECOMMENDATIONS



GENERAL RECOMMENDATIONS

ADVISORY
GROUP

EDUCATION
CAMPAIGN

LAND TRUSTS

LEGISLATION

PARTNERSHIP
MODEL

MODIFIED
SURVEY

ZONING

REALTOR
NETWORK


YOUTHBUILD
PARTNERSHIP

HOUSING
TYPES FOCUS


CONSULTING
FUND

WALWORTH COUNTY HOUSING WEBPAGES

walworthbusiness.com/housing

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Area Services - Capital - Resolution - Events - Careers/Kids - Talent Development - Newsletter - Housing Initiative



Pam Carper

Program Manager - Housing

Email: pam@walworthbusiness.com
Office: 262-564-3215

Bio

I am a graduate of Indiana University. I have worked in the non-profit sector for over 10 years in both Walworth and Rock Counties. Prior to that I worked in the housing industry in Florida. Currently I live in the beautiful city of Lake Geneva.

Proposal

Housing Summit: September 25, 2023

Quick Six-Question Survey

Falling Behind: Addressing Wisconsin's workforce housing shortage to strengthen families, communities and our economy.

Municipal Housing Solutions Whitepapers

- Briefing Paper 1 - March 2024
- Briefing Paper 2 - April 2024
- Briefing Paper 3 - May 2024
- Briefing Paper 4 - June 2024
- Briefing Paper 5 - July 2024
- Briefing Paper 6 - August 2024
- Briefing Paper 7 - September 2024
- Briefing Paper 8 - October 2024
- Briefing Paper 9 - November 2024
- Briefing Paper 10 - December 2024

Lakes Area Realtors Association


- Government Affairs Report - March 2024
- Government Affairs Report - April 2024

ABOUT THIS PROJECT

Over the course of the past two years, housing has become an increasing priority for Walworth County Economic Development Alliance (WCEDA) to address. In this proposal (link to the left), you will see the evolution of WCEDA's involvement and interest in this topic. You will also see that WCEDA's board has determined that efforts relating to workforce housing align with its mission. Workforce housing will be spelled out in this proposal, but it is essentially what is being called the "missing middle," and encompasses entry level workers as well as professional workers such as physicians and everything in between including public employees, like teachers, police officers, and public works staff members.

Many counties in the region are facing similar challenges and are in various stages of addressing this issue — an issue that may be the number one barrier for workforce at the moment, in Jefferson County, Green County, and Washington County (and likely many others) housing efforts are being led or co-led by economic development agencies like WCEDA.

Success for this workforce housing initiative would have some municipalities moving forward with workforce housing while others would be developing plans that would be incorporated into their comprehensive plans. This process would also yield a list of future recommendations for the county on this topic. WCEDA believes that the county has a unique opportunity to leverage ARPA dollars to make a valuable impact on workforce housing development across the county.



WORKFORCE HOUSING IN WALWORTH COUNTY
Who needs it?
HOW IS IT AFFECTING THE COUNTY?

Thank you!





Finance Committee Meeting

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

Thursday, December 19, 2024 - 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.**

Topic: Finance

Time: Dec 19, 2024 05:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/89373726790>

Meeting ID: 893 7372 6790

One tap mobile

+13092053325,,89373726790# US

+13126266799,,89373726790# US (Chicago)

Dial by your location

- +1 309 205 3325 US

- +1 312 626 6799 US (Chicago)

Meeting ID: 893 7372 6790

AGENDA

CALL TO ORDER

The meeting was called to order by Lisa Dawsey-Smith at 5:00 p.m.

ROLL CALL

Present: Lisa Dawsey-Smith, Brian Schanen, and Patrick Singer.

Absent: None.

Additional Attendees: Rachelle Blitch, Director of Finance

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. October 30, 2024 Finance Committee Meeting Minutes

A motion to approve the consent agenda was made by Brian Schanen, seconded by Patrick Singer.

Voting Yes: Lisa Dawsey-Smith, Brian Schanen, and Patrick Singer Voting No: None.

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.

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CONSIDERATIONS / DISCUSSIONS / REPORTS

2. October Financials
3. November Financials
4. Compensation Policy
5. Stormwater Rates

A motion was made to recommend a stormwater rate and cash flow analysis with Ehler's not to exceed \$9,000 made by Patrick Singer, Seconded by Brian Schanen. Voting Yes: Patrick Singer, Brian Schanen, and Lisa Dawsey-Smith. Voting No: None.

6. Discussion regarding the City Attorney Position Description and Job Posting
7. Discussion regarding policy changes around personnel allocation and hiring practices
8. Parking Permit Fees & Schedule

FUTURE AGENDA ITEMS

ADJOURNMENT

A motion to adjourn was made by Brian Schanen, Seconded by Patrick Singer. Voting Yes: Lisa Dawsey-Smith, Patrick Singer, and Brian Schanen. Voting No: None.

The meeting adjourned at 5:53 p.m.

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.



ABSTRACT/SYNOPSIS OF THE ESSENTIAL ELEMENTS OF THE OFFICIAL ACTIONS OF THE EQUAL OPPORTUNITIES COMMISSION OF THE CITY OF WHITEWATER, WALWORTH AND JEFFERSON COUNTIES, WISCONSIN.

EQUAL OPPORTUNITIES COMMISSION MINUTES OF MONDAY, JUNE 3

1. Call to Order and Roll Call –The virtual meeting came to order at approximately 5:03 pm. Present at the meeting were Common Council Representative Brienne Brown, Orin Smith, citizen members Terry Tumbarello, Terilyn Robles and Tia Schultz. Also present was staff support, Chief of Staff Becky Magestro,
2. Approval of the Agenda was motioned by Terry Tumbarello and Seconded by Terilyn Robles
3. Hearing of Citizen Comments. – There were no citizens in attendance.
4. Old Business-
 - i. Approval of the meeting minutes for May 6, 2024
- ii. Update on Whitewater Graphic
 - i. EOC approves the English version of the Welcome to Whitewater flier. EOC requested that the flier be translated into Spanish. Staff shared once translated, the updated flier will be presented to the EOC. Updates and corrections were made. Motioned to approve made by Brienne Brown and Seconded by Orin Smith. All Approved.
5. New Business
 - i. Discussion and possible action regarding combining of the Disability Right Committee and Equal Opportunities Commission. (EOC) Motioned to approve made by Brienne Brown and Seconded by Orin Smith. All approved.
 - ii. EOC discussed the interest in the Sister City located in Mexico but needed additional information in English. Brienne Brown shared she would provide the appropriate information in English. Once the EOC committee reviews the documents, we will forward our suggestions to the Common Council for their direction and approval.
 - iii. Discussion on possible action regarding applying for Grants. Discussion was to focus on the Sister City project since it will be a big undertaking. Motioned made by Terry Tumbarello and Seconded by Brienne Brown.
6. Discussion and possible action regarding the next meeting date of July 5th, 2024 being canceled. Motion made by Brienne Brown. Seconded by Terry Tumbarello.
 - i. Chairman Brienne Brown said she would provide Sister City information to our next

7. Adjournment – Brienne Brown made a motion to adjourn with a second from Terilyn Robles. The motion passed by unanimous voice vote.

The meeting ended at 5:35 pm.

Respectfully submitted,

Becky Magestro, Chief of Staff



Public Works Committee Meeting

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

Tuesday, January 14, 2025 - 5:00 PM

Minutes

CALL TO ORDER

The Public Works Committee meeting was called to order by Board President Hicks at 5:00 p.m.

ROLL CALL

PRESENT:

Board Member Orin Smith

Board Member Neil Hicks

Board Member Greg Majkrzak

APPROVAL OF AGENDA

Motion made by Board Member Majkrzak, Seconded by Board Member Smith to approve the agenda for Tuesday, January 14, 2025.

APPROVAL OF MINUTES

1. Approval of Minutes from December 10, 2024

Motion made by Board Member Smith, Seconded by Board Member Majkrzak to approve the minutes from December 10, 2024.

Voting Yea: all via voice (3)

Voting Nay: None

HEARING OF CITIZEN COMMENTS

None

NEW BUSINESS

2. **Discussion and Possible Action regarding the award of Contract 7-2024, 2025 Lead Service Line Replacement.**

Marquardt stated the City is required to replace all Lead Service Lines (LSL), both publicly and privately owned. Strand Associates prepared bidding documents with the project advertised on November 28, and December 5, 2024. Four bids were received and opened on December 12, 2024.

Five Star Energy Services, LLC	\$1,788,910.00
Miller Pipeline-Central Region	\$2,422,903.00
Advance Construction Inc	\$3,250,835.00
Globe Contractors Inc	\$3,809,007.50

Motion made by Board Member Majkrzak and Seconded by Board Member Smith to approve the Contract 7-2024, 2025 Lead Service Line Replacement to Five Star Energy Services, LLC.

Voting Yea: Board Member Smith, Board Member Majkrzak, Board Member Hicks

Voting Nay: None

3. Discussion and Possible Action regarding T-Mobile request for renegotiating terms of lease extension.

Marquardt stated in June 2024, the Public Works Committee and the Council approved the First Amendment to the original Lease Agreement for Sprint Spectrum, now T-Mobile. The financial terms in the First Amendment, originally agreed to by T-Mobile, included \$30,000 annual payments for the initial five-year term with a 20% escalator for the additional four Five-Year Terms. This was in comparison to Verizon's Lease Agreement which called for \$35,000 annual payments for the initial Five-Year Term with a 12.5% escalator per Term.

T-Mobile has not signed the First Amendment as of yet and per the attached letter, is asking for a revision to the financial terms of the First Amendment. Their proposal asks for an initial five-year payment of \$30,000 per year with a 20% escalator for the next two Five-Year Terms. For the remaining two Terms, the escalator would drop to 12.5%.

The City approved version had an overall impact of \$1,116,240. T-Mobile's requested version has an overall impact of \$1,062,375, a deduction of \$53,865 over 25 years, or \$2,154.60 per year.

The intent from the beginning was to get T-Mobile to be making payments closer to what Verizon had agreed to. In the final Term of the original Agreement, T-Mobile was making annual payments of \$18,662. Staff does not have an issue with the revised financial terms. In the 5th term of the revised Agreement, T-Mobile will be paying \$54,675 annually compared to Verizon's \$56,063 annual payment.

Staff recommends a motion to approve the new financial terms and forward to Council.

Hicks asked if this was all we have for a contract with them is the first amendment to the lease agreement, or do we have their equipment list, ground space, antennas information, etc.? Marquardt stated the amendment was for just for the terms and the extension. The original lease agreement is still in place. Marquardt stated if any upgrades are done they must be approved by Council.

Motion made by Board Member Hicks, Seconded by Board Member Smith to approve the T-Mobile Request.

Voting Yea: Board Member Majkrzak, Board Member Hicks, Board Member Smith

Voting Nay: None

4. Discussion and Possible Action regarding WE Energies request for easement in Outlot 3 of the Park Crest Subdivision.

Marquardt stated WE Energies is in the process of providing electrical service to the final phase of the Park Crest Subdivision. As part of that installation, they would like to tie the electrical service on Peninsula Lane in with the electrical service on Tower Hill Pass. In order to do so, they need a 10-foot easement across Outlot 3 of the subdivision as shown in Exhibit A of the attached Easement. The work would be completed via boring methods.

Staff recommends a motion to approve the 10-foot easement and forward to council.

Motion made by Board Member Majkrzak, Seconded by Board Member Smith to approve WE Energies request for easement in Outlot 3 of the Park Crest Subdivision.

Voting Yea: Board Member Smith, Board Member Majkrzak, Board Member Hicks

Voting Nay: None

5. Discussion and Possible Action regarding TDS request for easement along north side of Lot G adjacent to W. North Street.

Marquardt stated TDS is looking to provide service to a property on the east side of 1st Street south of W. North Street. In order to do so, they need to bore from the north side of W. North Street to a power pole located on City property within Lot G, south of W. North Street. The service line would then go up the power pole and overhead to the property seeking service. TDS is requesting an easement from the south right-of-way line of W. North Street to the power pole on city property as depicted in the attached Easement. The legal description will be added based on the exact location of the installation.

Staff recommends a motion to approve the 2-foot easement and forward to council.

Motion made by Board Member Hicks, Seconded by Board Member Majkrzak to approve the TDS Easement.

Voting Yea: Board Member Majkrzak, Board Member Hicks, Board Member Smith

Voting Nay: None

FUTURE AGENDA ITEMS

None

ADJOURNMENT

Motion made by Board Member Smith, Seconded by Board Member Majkrzak to adjourn the Public Works Meeting at 6:11 p.m.

Voting Yea: all via voice (3)

Voting Nay: None

Respectfully submitted,

Alison Stoll

Alison Stoll, Administrative Assistant
Department of Public Works

**Minutes approved on Tuesday, February 11, 2025*



Council Agenda Item

Meeting Date: February 20, 2025

Agenda Item: Strand Task Order 25-01, Well 7 Construction Related Services

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

BACKGROUND

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

The City is scheduled to demolish and remove the ground reservoir from service in 2025. As part of this project, Well No 7 has to have piping, pumping, and electrical changes in order to pump directly into the distribution system instead of into the reservoir. Strand's Task Order will provide construction related services including:

- Preconstruction meeting, Prepainting meeting, Four monthly progress meetings and 24 periodic site visits
- Shop drawing review
- Payment processing and review
- Punch list, Record drawings, and Project closeout

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Public Works Committee and Common Council approved the design of the project in June, 2024. The project was approved as part of the 2024-2025 CIP budget and is included in the updated 2025 CIP budget. The Public Works Committee recommended approval at their February 11, 2025 meeting.

FINANCIAL IMPACT

(If none, state N/A)

The estimated cost to provide the stated construction related services, based on an hourly rate plus expenses, is \$75,000. The low bid for construction was \$1,068,000. \$1,275,000 was budgeted in the CIP for this project.

STAFF RECOMMENDATION

Staff recommends a motion to approve Strand Task Order 25-01 for construction related services regarding Well No 7 modifications and the Starin Park reservoir demolition.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Strand TO 25-01



Council Agenda Item

Meeting Date: February 20, 2025

Agenda Item: Strand Task Order 25-03, WWTP Capacity Study

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

BACKGROUND

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

Staff routinely receives information requests from potential developments asking for capacity at the Wastewater Treatment Plant (WWTP). Most recently, staff has had face to face discussions with a potential developer whose productions would cause additional “industrial” loadings to the system. The WWTP can handle the volume of the wastewater, but the effects of the additional “industrial” loadings is what needs to be evaluated. The additional “industrial” loadings could impact our DNR Permit limits for the amount of Biological Oxygen Demand (BOD) loadings the plant receives.

The Study will review:

- WWTP’s current capacity
- Potential impacts on the current WWTP processes
- Draft an agreement between WWTP and a potential developer related to sewer discharges
- Compare potential revenue against additional operating expenses
- Review WWTP modifications that would provide additional capacity.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Public Works Committee recommended approval of the Task Order at their Feb 11, 2025 meeting.

FINANCIAL IMPACT

(If none, state N/A)

The estimated cost to provide the study, based on an hourly rate plus expenses, is \$15,000. This study was not specifically budgeted for in 2025. Funds in 620-62820-219, Professional Services, will be used.

STAFF RECOMMENDATION

While this study is specific to this potential developer in its “industrial” loadings, it will give staff a better understanding of our available capacity for other similar developments in the future if this development does not happen. Staff recommends a motion to approve Strand Task Order 25-03 for the WWTP Capacity Study.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Strand TO 25-03

Task Order No. 25-03
City of Whitewater, Wisconsin (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated December 30, 2020

Project Information

Services Name: Wastewater Treatment Plant (WWTP) Capacity Study

Scope of Services

ENGINEER will provide the following services to OWNER:

1. Attend one kickoff meeting with OWNER to discuss the scope of services and project schedule.
2. Review the capacity of the existing WWTP unit processes based on record drawings and documents provided by OWNER. Wisconsin State Administrative Code, Chapter NR 110, shall serve as the basis for the capacity evaluation.
3. Review the potential impact of additional industrial loadings provided by OWNER on the capacity of the existing WWTP processes. Assist OWNER with the development of a draft agreement between OWNER and industry related to sewer discharges. Legal review of agreement and incorporation of legal comments shall be provided by OWNER.
4. Review potential revenues, operating costs, and total present worth associated with OWNER accepting additional industrial loadings.
5. Review potential WWTP modifications for further consideration that would provide additional capacity.
6. Prepare a draft letter summarizing the evaluation and meet with OWNER via teleconference.
7. Finalize the letter to address comments from OWNER, as appropriate.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an estimated fee of \$15,000.

Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of February 10, 2025. Services are scheduled for completion on June 30, 2025.

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OWNER REVIEW

Strand Associates, Inc.®

City of Whitewater, Wisconsin

Task Order No. 25-03

Page 2

February 4, 2025

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.®

DRAFT

Joseph M. Bunker
Corporate Secretary

Date

OWNER:

CITY OF WHITEWATER, WISCONSIN

DRAFT

John Weidl
City Manager

Date

DRAFT

Heather Boehm
City Clerk

Date



Council Agenda Item

Meeting Date: February 20, 2025

Agenda Item: Strand Task Order 25-04 RAS Pump

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

BACKGROUND

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

The three existing Return Activated Sludge (RAS) pumps are experiencing high temperatures and an inadequate return rate of the activated sludge back to the aeration basin. After investigating this issue, the recommendation was to install a fourth RAS pump to help with the process. Strand's Task Order will:

- Prepare hydraulic calculations for the addition of the 4th pump
- Develop plan sheets for the installation of the 4th pump
- Develop a plan for incorporating the 4th pump in to the supervisory control and data acquisition (SCADA) system
- Prepare bidding documents, specifications and opinion of construction cost

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The design of the 4th RAS pump addition was included in the 2024-2025 CIP budget and the updated 2025 CIP budget. The Public Works Committee recommended approval of the Task Order at their Feb 11, 2025 meeting.

FINANCIAL IMPACT

(If none, state N/A)

The estimated cost to complete the design for the 4th RAS pump based an hourly rate basis plus expenses is \$36,000. \$55,000 was budgeted in the CIP.

STAFF RECOMMENDATION

Staff recommends a motion to approve Strand Task Order 25-04, WWTP Return Activated Sludge Pump Addition.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Strand TO 25-04

Task Order No. 25-04

City of Whitewater, Wisconsin (OWNER)

and Strand Associates, Inc.® (ENGINEER)

Pursuant to Agreement for Technical Services dated December 30, 2020

Project Information

Project Name: Wastewater Treatment Plant (WWTP) Return Activated Sludge (RAS) Pump Addition

Services Description: Provide design services related to the addition of a fourth RAS pump and the associated electrical and piping modifications.

Scope of Services

ENGINEER will provide the following services to OWNER:

1. Attend one kickoff meeting with OWNER to discuss the scope of services and project schedule.
2. Prepare hydraulic calculations associated with adding a fourth RAS pump in the WWTP.
3. Develop drawings including one demolition sheet, one plan view sheet, and one electrical sheet associated with the addition of a fourth RAS pump, an associated variable frequency drive, and piping modifications at the pump.
4. Develop control description language for incorporating the fourth RAS pump into OWNER's existing supervisory control and data acquisition system.
5. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings. Submit preliminary Bidding Documents to OWNER in portable document format file for review.
6. Prepare a prebid opinion of probable construction cost for the project and submit to OWNER.
7. Attend a virtual meeting with OWNER to discuss preliminary Bidding Documents.
8. Finalize Bidding Documents to address comments from OWNER, as appropriate.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an estimated fee of \$36,000.

OWNER REVIEW

Strand Associates, Inc.®

City of Whitewater, Wisconsin

Task Order No. 25-04

Page 2

February 4, 2025

Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of February 3, 2025. Services are scheduled for completion on September 30, 2025.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.®

DRAFT

Joseph M. Bunker
Corporate Secretary

Date

OWNER:

CITY OF WHITEWATER, WISCONSIN

DRAFT


John Weidl
City Manager

Date

DRAFT

Heather Boehm
City Clerk

Date

	<h2 style="text-align: center;">Council Agenda Item</h2>
Meeting Date:	February 20, 2025
Agenda Item:	Contract 8-2024, Well 7 Modification and Reservoir Demolition
Staff Contact (name, email, phone):	Brad Marquardt, bmarguardt@whitewater-wi.gov , 262-473-0139

BACKGROUND

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

With the new Southwest Water Tower in operation, the 125+ year old ground reservoir can be taken out of service. This project will demolish and remove the reservoir. The project will also reroute piping and update electrical components so Well No 7 will pump directly into the distribution system. Booster pumps, no longer needed, will be removed. Strand Associates prepared bidding documents with the project advertised on January 9 and 16, 2025. Three bids were received and opened on February 5, 2025.

Mid City Corporation	\$1,068,000.00
RR Walton 7 Company	\$1,449,250.00
Veit & Company	\$1,490,000.00

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Task Order for the design was approved in June 2024. The Project was also approved as part of the 2024-2025 CIP budget, and 2025 updated CIP budget. The Public Works Committee recommended awarding the project to the low bid from Mid City Corporation at their Feb 11, 2025 meeting.

FINANCIAL IMPACT

(If none, state N/A)

\$1,275,000 was budgeted for this project. The low bid by Mid City Corporation out of Butler, WI is within the budget.

STAFF RECOMMENDATION

Prequalification statements were received, and approved, for all three bidders.

Staff recommends a motion to award Contract 8-2024, Well No. 7 Modifications and Starin Park Reservoir Demolition to the low bid from Mid City Corporation.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Strand Bid Letter



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

February 6, 2025

Mr. Brad Marquardt, Department of Public Works Director
City of Whitewater
312 West Whitewater Street
Whitewater, WI 53190

Re: Well No. 7 Modifications and Starin Park Reservoir Demolition
Contract 8-2024
City of Whitewater, Wisconsin

Dear Brad,

Bids for the above-referenced Project were opened on February 5, 2025. Three Bids were received with the resulting Bid tabulation enclosed. The low Bid of \$1,068,000.00 was less than ENGINEER's opinion of probable construction cost.

Mid City Corporation of Butler, Wisconsin, was the apparent low Bidder at \$1,068,000.00. The Bid included a Bid Bond for 10 percent and Addendum Nos. 1 and 2 were acknowledged. The Bid is deemed to be responsive.

Strand Associates, Inc.® has previously worked with Mid City Corporation on projects for the City of West Bend and the Village of Lannon, Wisconsin. For those projects, the owners determined Mid City Corporation to be responsible.

If you determine that Mid City Corporation is a responsible Bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 18 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.®

Ryan D. Wood, P.E.

Enclosure

Well No. 7 Modifications and Starin Park Reservoir Demolition									
Contract 8-2024									
City of Whitewater, Wisconsin									
Solicitor: Strand Associates, Inc.									
February 5, 2025 11 A.M. Central									
				Mid City Corporation		RR Walton & Company LTD		Veit & Company, Inc.	
Section Title	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Well No. 7 Modifications and Starin Park Reservoir Demolition									
	Lump Sum Bid	LS	1	\$1,068,000.00	\$1,068,000.00	\$1,449,250.00	\$1,449,250.00	\$1,490,000.00	\$1,490,000.00
Base Bid Total:				\$1,068,000.00		\$1,449,250.00		\$1,490,000.00	



Council Agenda Item

Meeting Date: February 20, 2025

Agenda Item: April 1, 2025 CC Meeting

Staff Contact (name, email, phone): Heather Boehm hboehm@whitewater-wi.gov 262-473-0102

BACKGROUND

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

The Tuesday April 1, 2025 Common Council meeting falls on the 2025 Spring Election. Per Ordinance 2.08.010 (a), If any council meeting falls on an election day or on a holiday, the council meeting for that day shall be held on the Thursday following the first or third Tuesday in the month, at six-thirty p.m.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

N/A


STAFF RECOMMENDATION

The recommendation would be to move the April 1, 2025, Common Council meeting to Thursday, April 3, 2025

ATTACHMENT(S) INCLUDED

(If none, state N/A)

Ordinance 2.08.010

	Council Agenda Item
Meeting Date:	02/20/2025
Agenda Item:	Speed Data
Staff Contact (name, email, phone):	Dan Meyer dmeyer@whitewater-wi.gov 262-473-1371

BACKGROUND

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

The police department speed board was placed in three locations recently with the results shown below:

500 block of E. Milwaukee Street (January 23-27):

Documented speeds of westbound traffic on E. Milwaukee St. (25 mph zone). Data collected on a total of 15,912 vehicles. The following is a summary:

- Average vehicle speed was 25.4 mph
- 4.07% of vehicles (663 of 15,912 vehicles) were traveling 10mph or more over the speed limit (35+)
- 0.1% of vehicles (16 of 15,912 vehicles) were traveling 20mph or more over the speed limit (45+)

600 block of N. Tratt Street (January 29 – February 3):

Documented speeds of southbound traffic on N. Tratt St. (25 mph zone). Data collected on a total of 9,837 vehicles. The following is a summary:

- Average vehicle speed was 28.8 mph
- 14.13% of vehicles (1,391 of 9,837 vehicles) were traveling 10mph or more over the speed limit (35+)
- 0.65% of vehicles (64 of 9,837 vehicles) were traveling 20mph or more over the speed limit (45+)

1000 block of W. Walworth Avenue (February 3-6):

Documented speeds of eastbound traffic on W. Walworth Ave. (25 mph zone). Data collected on a total of 5,019 vehicles. The following is a summary:

- Average vehicle speed was 26.8 mph
- 1.08% of vehicles (55 of 5,019 vehicles) were traveling 10mph or more over the speed limit (35+)
- 0.03% of vehicles (2 of 5,019 vehicles) were traveling 20mph or more over the speed limit (45+)

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT
(If none, state N/A)

N/A

STAFF RECOMMENDATION

N/A

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

- 1. Traffic Summary and Speed Graphs

Place Currently Not Set

Traffic Survey Summary

Location: 500BLK E Milwaukee St
 Start Date: 01/23/2025
 End Date: 01/27/2025

Zone: Commercial
 Start Time: 11:37:06
 End Time: 14:06:04
 Travel Direction: W

Speed	1 - 19	20 - 21	22 - 23	24 - 25	26 - 27	28 - 29	30 - 31	32 - 33	34 - 35	36 - 37	38 - 39	40 - 999
Volume	3028	896	1200	1575	2136	2389	1995	1325	705	359	177	127
% of Total	19.02%	5.63%	7.54%	9.89%	13.42%	15.01%	12.53%	8.32%	4.43%	2.25%	1.11%	0.79%
									Total Vehicles: 15912			

Speed Statistics		10 MPH Pace		Number Exceeding Limit				
Posted	25	Pace Speed	23 to 32	Speed	25+	35+	45+	Total
#At/Under Limit	6699	# in Pace	9538	Number	8550	647	16	9213
# Over Limit	9213	% in Pace	59.94%	Percent	53.73%	4.06%	0.1%	57.89%
Average Speed	25.39	85% Percentile	32					

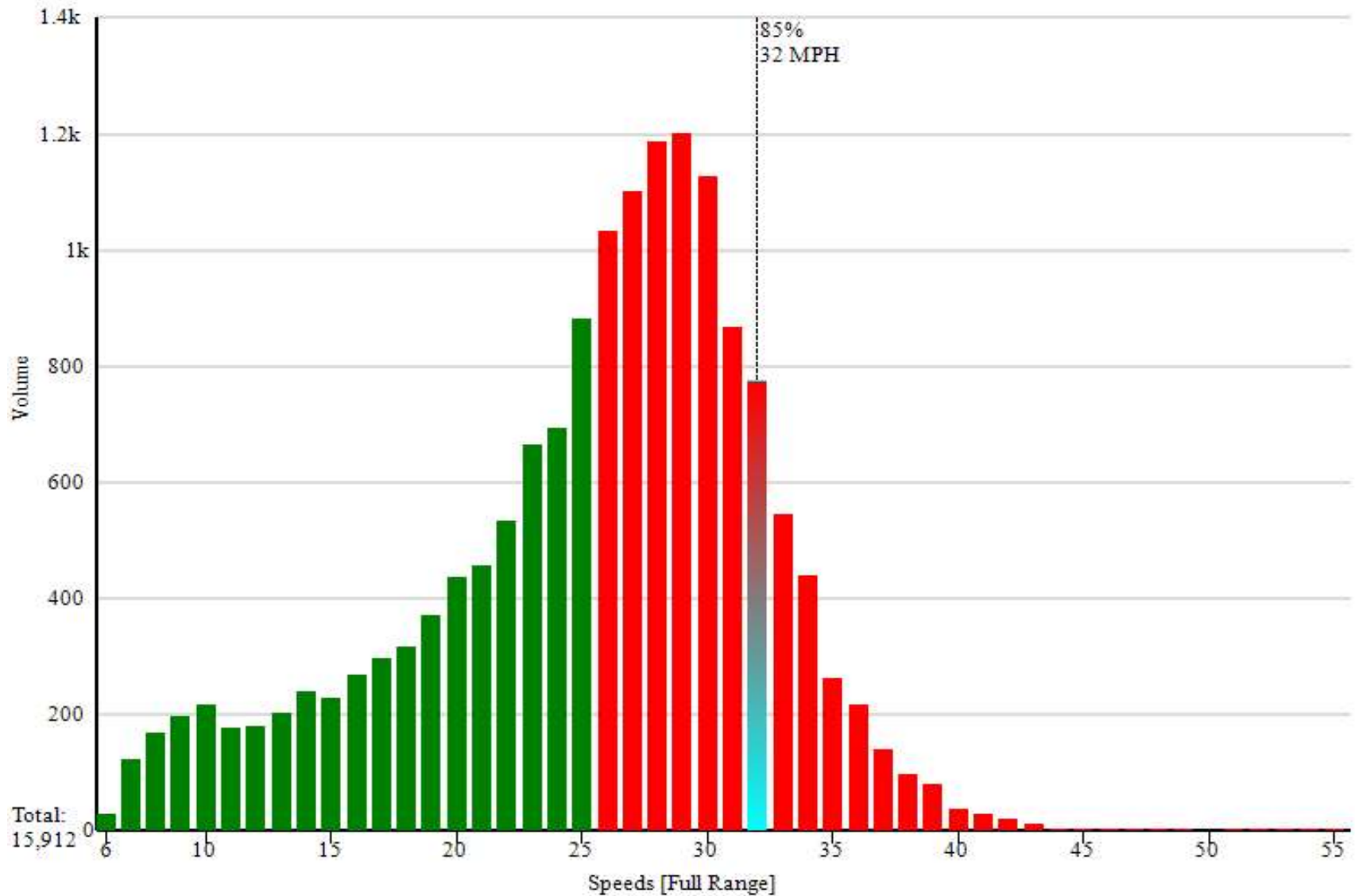
01/27/2025, 13:53:12

Place Currently Not Set
Speed/Volume Graph

Location: 500BLK E Milwaukee St
Dates: 01/23/2025 to 01/27/2025
85th Percentile: 32 MPH

Zone: Commercial
Speed Limit: 25 MPH

Travel Direction: W



01/27/2025, 13:53:52

Place Currently Not Set

Traffic Survey Summary

Location: 600BLK N Tratt St.
 Start Date: 01/29/2025
 End Date: 02/03/2025

Zone: Highway
 Start Time: 16:15:17
 End Time: 16:22:52
 Travel Direction: S

Speed	1 - 19	20 - 21	22 - 23	24 - 25	26 - 27	28 - 29	30 - 31	32 - 33	34 - 35	36 - 37	38 - 39	40 - 999
Volume	1175	119	246	544	983	1400	1609	1381	989	618	374	399
% of Total	11.94%	1.2%	2.5%	5.53%	9.99%	14.23%	16.35%	14.03%	10.05%	6.28%	3.8%	4.05%
									Total Vehicles: 9837			

Speed Statistics		10 MPH Pace		Number Exceeding Limit				
Posted	25	Pace Speed	26 to 35	Speed	25+	35+	45+	Total
#At/Under Limit	2084	# in Pace	6362	Number	6362	1327	64	7753
# Over Limit	7753	% in Pace	64.67%	Percent	64.67%	13.48%	0.65%	78.81%
Average Speed	28.78	85% Percentile	35					

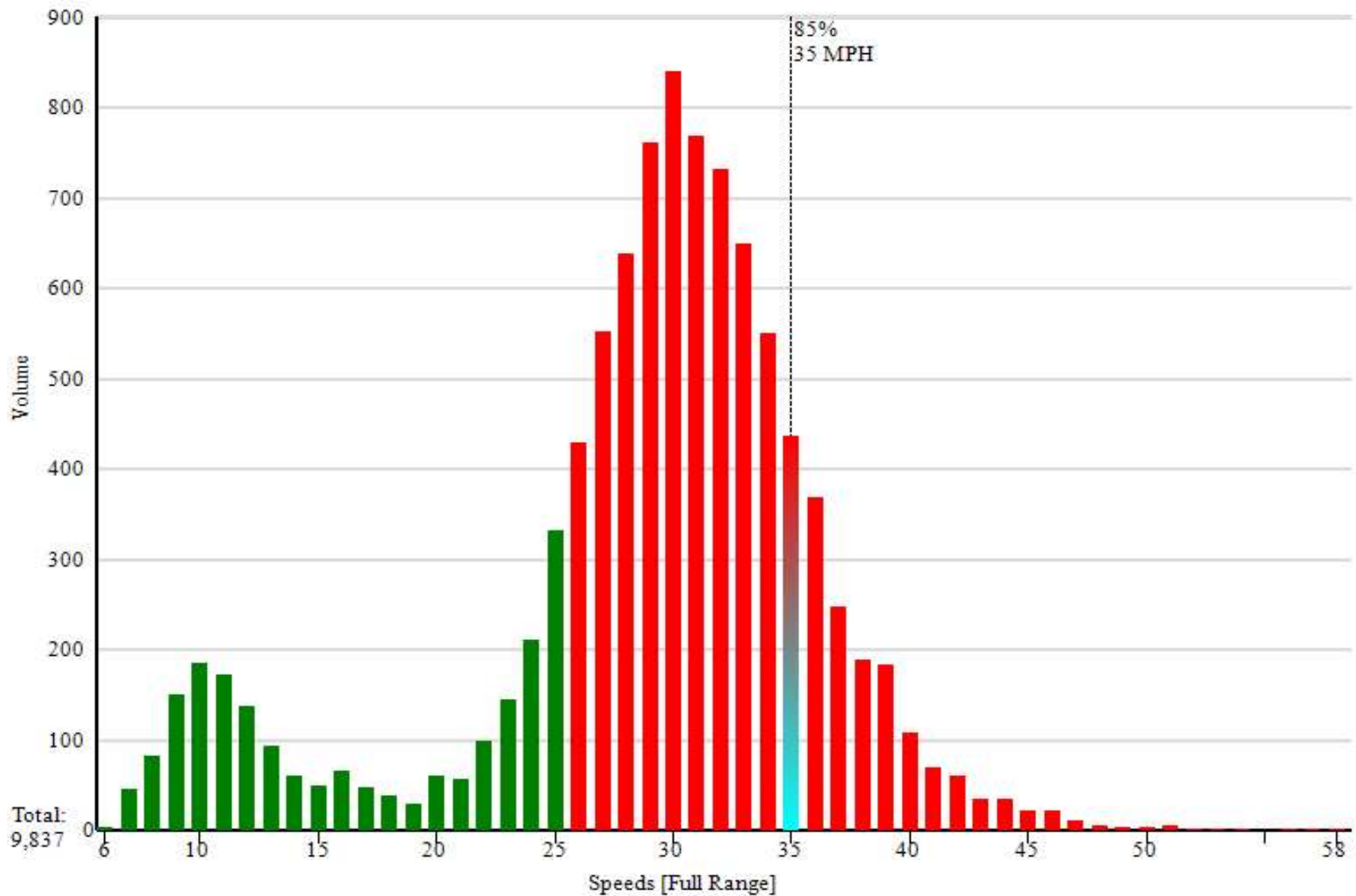
02/03/2025, 15:59:19

Place Currently Not Set
Speed/Volume Graph

Location: 600BLK N Tratt St.
Dates: 01/29/2025 to 02/03/2025
85th Percentile: 35 MPH

Zone: Highway
Speed Limit: 25 MPH

Travel Direction: S



02/03/2025, 15:59:48

Place Currently Not Set

Traffic Survey Summary

Location: 1000BLK W Walworth
 Start Date: 02/03/2025
 End Date: 02/06/2025

Zone: Residential
 Start Time: 17:53:05
 End Time: 19:48:04
 Travel Direction: E

Speed	1 - 19	20 - 21	22 - 23	24 - 25	26 - 27	28 - 29	30 - 31	32 - 33	34 - 35	36 - 37	38 - 39	40 - 999
Volume	299	184	359	705	1122	1109	712	334	140	38	10	7
% of Total	5.95%	3.66%	7.15%	14.04%	22.35%	22.09%	14.18%	6.65%	2.78%	0.75%	0.19%	0.13%
									Total Vehicles: 5019			

Speed Statistics		10 MPH Pace		Number Exceeding Limit				
Posted	25	Pace Speed	23 to 32	Speed	25+	35+	45+	Total
#At/Under Limit	1547	# in Pace	4073	Number	3417	53	2	3472
# Over Limit	3472	% in Pace	81.15%	Percent	68.08%	1.05%	0.03%	69.17%
Average Speed	26.78	85% Percentile	31					

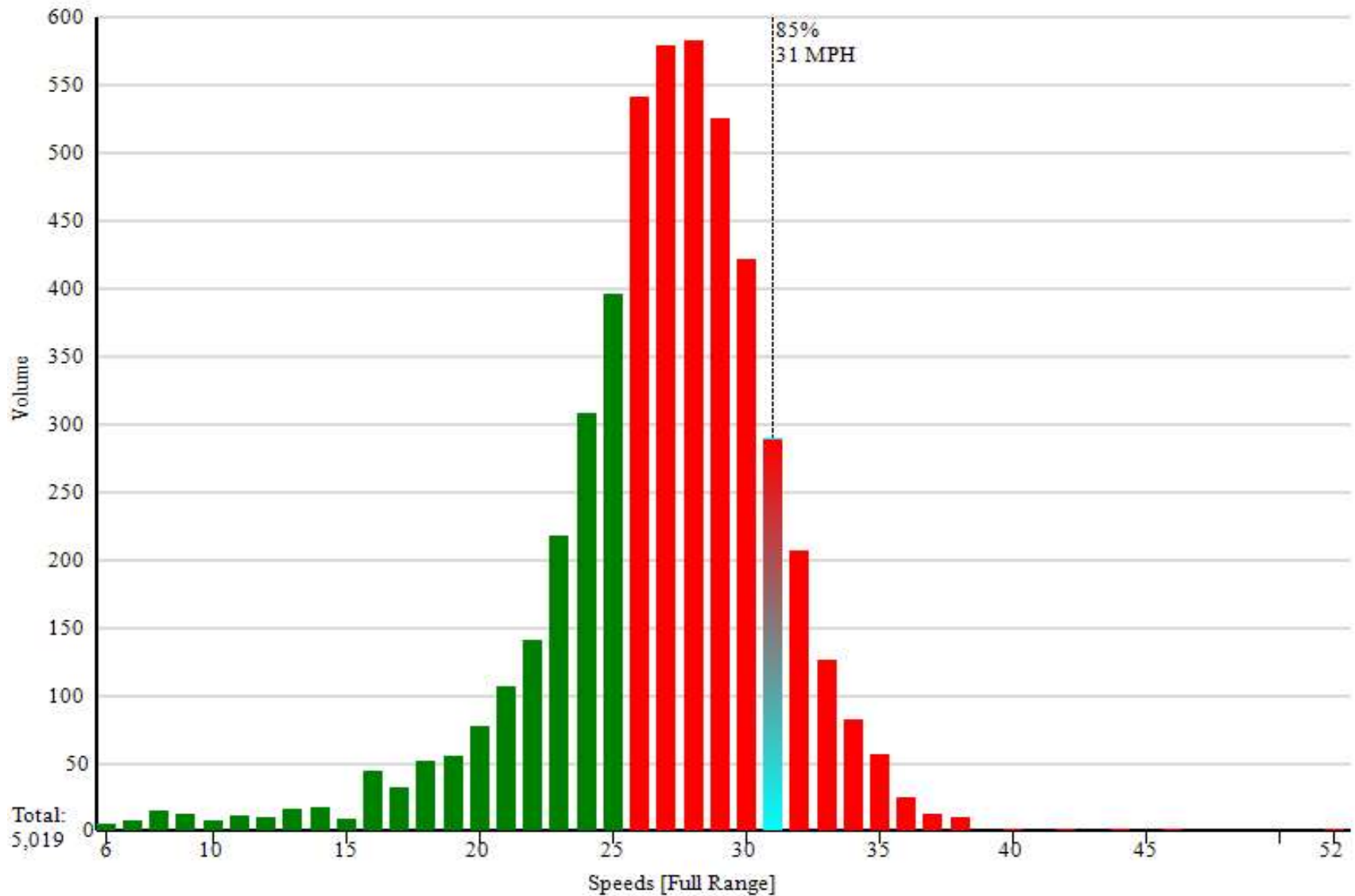
02/06/2025, 19:42:37

Place Currently Not Set
Speed/Volume Graph

Location: 1000BLK W Walworth
Dates: 02/03/2025 to 02/06/2025
85th Percentile: 31 MPH

Zone: Residential
Speed Limit: 25 MPH

Travel Direction: E



02/06/2025, 19:43:31

Memorandum

To: Common Council

From: Becky Magestro-Chief of Staff

Date: February 4, 2025

Re: Establishing a Sister City

The City of Whitewater has a unique opportunity to strengthen international connections through a sister city partnership with San José de Otates, a municipality in Manuel Doblado, Guanajuato. This initiative aims to enhance cultural exchange, economic collaboration, and community integration, reinforcing Whitewater's commitment to global engagement.

At a recent virtual meeting, the Equal Opportunities Commission (EOC), heard from Miguel Aranda, who has been leading efforts to establish this partnership. Miguel had previously worked with the former City Manager to launch the initiative, but progress was delayed due to leadership transitions and the EOC lacking a quorum. Now, with renewed commitment, the EOC is ready to move forward, pending approval from the Common Council.

Goals of the Sister City Partnership

- **Improve Relations:** Strengthen global ties and promote mutual understanding.
- **Promote Cultural Exchange:** Facilitate educational, culinary, and technical programs.
- **Develop Economic Opportunities:** Encourage business collaboration and economic growth.
- **Support Sustainable Development:** Implement initiatives that enhance quality of life.

Community Benefits

- Strengthens cultural and historical bonds, particularly with Whitewater's Mexican community.
- Expands youth education opportunities through cross-cultural engagement.
- Reduces polarization by fostering international collaboration and understanding.

Established Networks

- **Sister Cities International** – A national initiative promoting cultural, economic, and technical exchanges.
- **Sister Cities Network for Sustainable Development** – Focused on city partnerships for sustainable growth.

The EOC is committed to completing the necessary steps for this partnership once it receives approval from the Common Council. Please see the attached documents outlining the process for moving forward. Establishing this sister-city relationship will not only honor Whitewater's cultural heritage but also create new opportunities for its residents.

Becky Magestro
Chief of Staff City of Whitewater

**SISTERHOOD AGREEMENT BETWEEN THE CITY OF _____ OF THE STATE
OF _____ OF THE UNITED MEXICAN STATES AND THE CITY
OF _____ OF THE STATE OF _____ OF THE
_____ (*country*)**

The City of _____ of the State of _____ of the United Mexican States
and the City of _____ of the State of _____ of the _____
(*country*); hereinafter referred to as “the Parties”;

CONSIDERING their interest to strengthen the friendship ties and cooperation that
join both Parties;

ACKNOWLEDGING that the cities have the intention to develop collaborative
activities, under the law provisions of the _____ (*country of origin of the foreign
city*) and the United Mexican States, with particular attention to the terms related to
business exchange, commerce, culture and craftsmanship;

DECLARING their decision to strengthen their relationship of collaboration through
the proper legal channels;

CONVINCED of the importance of establishing mechanisms that contribute to the
development and strengthening of bilateral cooperation, as well as the necessity to
execute projects and actions that are effective in the commercial and social development
of both Parties;

Have agreed to the following:

ARTICLE I

Objective

The objective of the present Agreement is to formalize the sisterhood between the City of _____ from the State of _____ of the United Mexican States and the City of _____ from the State of _____ of the _____ (*country*), to foster agreement and understanding between them and the institutions in their respective territorial areas, to intensify common efforts, and to promote the exchange of experiences and execution of common activities.

ARTICLE II

Areas of Cooperation

To reach the objective of the present Agreement, the Parties commit themselves to develop cooperative projects, specifically directed, but not limited to the following areas:

- a) Promotion of business, investments and commerce...
- b) Promotion of culture...
- c) Promotion of Tourism...
- d) Government development (human resources improvement)...
- e) Education...
- f) Science and technology...
- g) Environment...
- h) any other area of cooperation that the Parties may agree upon.

ARTICLE III

Modalities of Cooperation

The Parties agree that the actions of cooperation which are referred to in the present Agreement shall be carried out through the following modalities:

- a) exchange of significant economic data;
- b) collaboration in the search of partners and in the execution of joined promotional initiatives, as well as expositions, with the purpose to strengthen projects already determined;
- c) business participation and promotion of respective cities in fairs, expositions and conferences in both cities;
- d) cooperation between public and private companies;
- e) mutual comprehension and support, based on either city's available cultural resources, of tours, music performances, co-productions, and other artistic programs;
- f) joint collaboration between universities and research centers, and
- g) any other modalities that the Parties may agree upon.

ARTICLE IV

Competence

The Parties commit themselves to carry out the modalities of cooperation, referred to in Article III of the present Agreement, in accordance to their respective faculties, subject to the political and economical laws and regulations of their respective Governments.

ARTICLE V

Annual Action Programs

In order to achieve the objectives of the present Agreement, the Parties agree to formulate, through prior discussion, Annual Action Programs (AAP's), which shall become an integral part of the present Agreement once they are formalized.

The AAP's shall be integrated with specific projects or activities, which must reference each of the following aspects:

- a) objectives and activities to develop;
- b) work agenda;
- c) profile, quantity and duration of the assigned personnel to objectives and activities;
- d) responsibility of each Party;
- e) assignment of materials, personnel and financial resources;
- f) evaluation mechanism and criteria, and
- g) any other appropriate information.

The operation of this Agreement shall not be conditioned to the signing Parties to establish projects in all the modalities of cooperation, nor are they obligated to collaborate in those activities where internal prohibitions exists or derived by law, institutional normatives, or customs.

The Parties shall meet annually in order to evaluate the results derived from the present Agreement and to propose new guidelines for the development of projects of mutual interest.

The Parties shall produce progress reports of achievements based on the present Agreement and shall communicate them to their respective Chancellery, as well as the bilateral departments determined by mutual agreement.

Both Parties agree to formulate the first Action Program within sixty (60) days after the signing date of the present Agreement.

ARTICLE VI

Collaboration of Additional Proposals

Notwithstanding the Annual Action Program referred to in Article V of the present Agreement, each Party may formulate additional proposals, as they may arise during the implementation of activities predetermined through the AAP.

ARTICLE VII

Coordination and Follow-Up Mechanism

In order to establish a mechanism and criteria for the coordination, supervision and evaluation of the activities carried out under the present Agreement, as well as to assure the best conditions for its execution, a Working Group, integrated by representatives of both Parties, shall be established, and coordinating each parties activities the following areas:

On behalf of the City of _____ (*name of the Mexican City*), of the State of _____ (*name of the Mexican State*) of the United Mexican States, is designated the (name of the city's office in charge of the Sister City's Program);

On behalf of the City of _____ (*name of the foreign city*), of the State of _____ (name of the foreign state/province) of _____ (name of the

country), is designated _____ (name of the foreign city's office in charge of the Sister City's Program);.

The Working Group shall meet periodically in a location agreed upon by the Parties, in order to evaluate the activities derived from the application of the present Agreement. The Working Group shall have the following functions:

- a) Make the necessary decisions in order to carry out the objectives of the present Agreement;
- b) identify the areas of common interest in order to elaborate and formulate specific projects;
- c) orientate, organize and formulate relevant recommendations in order to fulfill the activities of the present Agreement;
- d) receive, examine and approve the progress reports in the areas of cooperation within the present Agreement, and
- e) any other functions that the Parties may agree upon.

ARTICLE VIII

Financing

The Parties shall finance the activities referred to in the present Agreement with the assigned resources in their respective budgets according to the availability and terms of their legislation. Each Party shall pay the expenses related to its participation, except in the case that alternate financial mechanisms may be used for specific activities, if considered appropriate.

ARTICLE IX

Information, Material and Protected Equipment

The Parties agree that information, material and protected equipment deemed classified by national legislation for national security or foreign relation purposes of either Party, shall not be subject to transfer within the present Agreement.

When undertaking activities pursuant to this Agreement, any information, material and equipment which require or could require protection and classification is identified, the Parties shall inform the adequate authorities and establish in writing, the corresponding measures.

The transference of information, material and equipment, which is not protected or classified, but which exportation is regulated by one of the Parties, shall be done according to the applicable national legislation and should be identified, along with its intended use or subsequent transference. If any of the Parties consider it necessary, measures shall be taken to prevent the non-authorized transference or re-transference of such property.

ARTICLE X

International Instruments

The cooperation referred to in the present Agreement shall not affect the rights and duties which the Parties have acquired regarding other international instruments.

ARTICLE XI

Intellectual Property

If as a result of actions carried out in accordance with this Agreement, products of commercial value and/or rights of intellectual property are generated, these shall be determined by the applicable national legislation, as well as the International Conventions, which are binding for both Parties.

ARTICLE XII

Employment Relationship

The personnel assigned by each Party for the execution of activities derived from the present Agreement, shall continue under the direction and dependence of the institution to which he/she pertains, and shall not create any labor relation with the other Party, which in no case shall be considered as a substitute employer.

The Parties shall carry out the necessary procedures under their respective authorities in order to facilitate the entry and departure of participants who are officially involved in the projects derived from the present Agreement. Such participants shall be subject to the immigration, tax, customs, sanitary and national security laws of the receiving country and may not partake in any activity other than those pertaining to their functions, without the previous authorization of the competent authorities in this field.

The Parties shall encourage that the personnel involved in such activities have medical, personal damage and life insurance, so that, if a damage results from such activities derived from the present Agreement, repair or indemnification shall be covered by the corresponding insurance company.

ARTICLE XIII

Disputes Settlement

Any difference or divergence derived from the interpretation or application of the present Instrument shall be resolved by both Parties in common agreement.

ARTICLE XIV

Final Provisions

The present Agreement shall go into effect upon the date of its signature and shall remain in effect for up to a five (5) year period, and may be renewed for equal periods, by evaluation and acceptance by both Parties through written communication.

The present Agreement may be modified by mutual consent of the Parties, by formalizing it through written communications and specifying the date of its enforcement.

Either of the Parties may, at any moment, terminate the present Agreement by a written notification given to the other Party sixty (60) days in advance.

The anticipated termination of the present Agreement shall not affect the completion of the activities, formalized while it was in force.

Signed in the City of _____, _____, the _____ (day) of _____ (month) of _____ (year), in two original and official copies in the Spanish and _____ languages, all texts being equally authentic.

ON BEHALF OF THE CITY OF _____,
OF THE STATE OF _____
OF THE UNITED MEXICAN STATES

ON BEHALF OF THE CITY OF _____,
OF THE STATE OF _____
OF THE _____ (country)

[NAME OF THE MAYOR]
Mayor

[NAME OF THE MAYOR]
Mayor

HONORARY WITNESS

**ACUERDO DE HERMANAMIENTO ENTRE LA CIUDAD DE _____
DEL ESTADO DE _____ DE LOS ESTADOS UNIDOS
MEXICANOS Y _____ (nombre oficial de la contraparte
extranjera) DE _____ (nombre oficial del país)**

La Ciudad de _____ del Estado de _____ de los Estados Unidos Mexicanos
y _____ (contraparte extranjera), en adelante denominados “las Partes”;

CONSIDERANDO su interés en profundizar los lazos de amistad y cooperación que las unen;

RECONOCIENDO su intención de desarrollar actividades de cooperación, conforme a las leyes de los Estados Unidos Mexicanos y de (nombre oficial del país), con particular atención a los asuntos relacionados con el intercambio empresarial, el comercio, la cultural y la artesanía;

MANIFESTANDO su decisión de profundizar sus relaciones de colaboración a través de un marco jurídico adecuado;

CONVENCIDAS de la importancia de establecer mecanismos que contribuyan al desarrollo y fortalecimiento del marco de cooperación bilateral, así como de la necesidad de ejecutar proyectos y acciones que tengan efectiva incidencia en su desarrollo económico y social;

Han acordado lo siguiente:

**ARTÍCULO I
Objetivo**

El presente Acuerdo tiene como objetivo formalizar el hermanamiento entre las Partes para promover el acuerdo y el entendimiento entre éstas y las instituciones de sus respectivas áreas territoriales, intensificar esfuerzos comunes y promover el intercambio de experiencias y la ejecución de actividades conjuntas.

**ARTÍCULO II
Áreas de Cooperación**

Para alcanzar el objetivo del presente Acuerdo, las Partes desarrollarán actividades de cooperación especialmente dirigidas, pero no limitadas, a las siguientes áreas:

** Los comentarios o descripciones se presentan en cursiva y entre paréntesis*

[Las Partes determinan de común acuerdo las áreas a las que se encaminarán las actividades de cooperación y describirán el contenido general de cada una en el ámbito de sus atribuciones, p.e.]

- a) comercio, inversiones y negocios;
- b) cultura;
- c) turismo;
- d) desarrollo municipal;
- e) recursos humanos;
- f) educación;
- g) ciencia y tecnología;
- h) medio ambiente, y
- i) cualquier otra área de cooperación que las Partes convengan.

ARTÍCULO III

Modalidades de Cooperación

Las actividades de cooperación a que se refiere el presente Acuerdo se llevarán a cabo a través de las modalidades siguientes:

[Se describen las modalidades bajo las cuales las Partes llevarán a cabo actividades relacionadas con el objetivo del presente Acuerdo, p.e.]

- a) promoción y difusión de información y materiales;
- b) intercambio de misiones empresariales;
- c) intercambio de información, documentación y materiales;
- d) organización de ferias, seminarios, talleres, simposios, conferencias y congresos;
- e) estudios e investigaciones conjuntas;
- f) intercambio de técnicos, especialistas y profesionales;

- g) formación y capacitación de recursos humanos;
- h) intercambio cultural, deportivo y artístico;
- j) cualquier otra modalidad de cooperación que las Partes convengan.

Las Partes llevarán a cabo las modalidades de cooperación a que se refiere este Artículo, con absoluto respeto a sus respectivas competencias, normativas y directivas político-económicas de su respectivo Gobierno.

La operación del presente Acuerdo no estará condicionada a que las Partes establezcan proyectos en todas las modalidades de cooperación, ni estarán obligadas a colaborar en aquellas respecto de las cuales exista prohibición interna derivada de una ley, normativa institucional o costumbre.

ARTÍCULO IV **Programas Operativos Anuales**

Para la consecución del objetivo del presente Acuerdo, las Partes formularán, previa consulta, Programas Operativos Anuales (POA's), los que una vez formalizados formarán parte integrante del presente Acuerdo

Los POA's se integrarán con los proyectos o actividades específicos, debiendo precisar para cada uno los aspectos siguientes:

- a) objetivos y actividades a desarrollar;
- b) calendario de trabajo;
- c) perfil, número y estadía del personal asignado;
- d) responsabilidad de cada Parte;
- e) asignación de recursos humanos, materiales y financieros;
- f) mecanismo de evaluación; y
- g) cualquier otra información que se considere necesaria.

Las Partes se reunirán anualmente a fin de evaluar los aspectos derivados de la aplicación del presente Acuerdo y proponer nuevas directrices para el desarrollo de proyectos de interés mutuo.

Las Partes elaborarán informes sobre el desarrollo y logros alcanzados con base en el presente Acuerdo y lo comunicarán a su respectiva Cancillería, así como a las instancias bilaterales que fijen de común acuerdo.

Las Partes formularán el primer POA, dentro de los sesenta (60) días siguientes a la fecha de firma del presente Acuerdo.

ARTÍCULO V

Propuestas de Cooperación Adicionales

No obstante la formulación del POA a que se refiere el Artículo IV del presente Acuerdo, cada Parte podrá formular propuestas de cooperación adicionales que surjan en el transcurso de la instrumentación de las actividades de cooperación predeterminadas a través del POA.

ARTÍCULO VI

Mecanismo de Coordinación y Seguimiento

Para el establecimiento de un mecanismo que permita la adecuada coordinación, supervisión, seguimiento y evaluación de las actividades de cooperación realizadas al amparo del presente Acuerdo, así como asegurar las mejores condiciones para su ejecución, se establecerá un Grupo de Trabajo integrado por representantes de ambas Partes, fungiendo como áreas ejecutoras las siguientes:

- Por parte de la Ciudad de _____ del Estado de _____ de los Estados Unidos Mexicanos, se designa a _____ *(nombre del área administrativa de la ciudad mexicana que será la responsable de ser el enlace con la ciudad hermana. Se recomienda al área de asuntos internacionales. No es pertinente incluir nombres de personas, a fin de evitar la modificación del Acuerdo ante eventuales cambios administrativos).*
- Por parte de la ciudad de _____ *(nombre de la ciudad extranjera),* de _____ *(nombre del país),* se designa a _____ *(nombre del área administrativa de la ciudad extranjera que será la responsable de ser el enlace con la ciudad mexicana. No es pertinente incluir nombres de personas, a fin de evitar la modificación del Acuerdo ante eventuales cambios administrativos).*

El Grupo de Trabajo se reunirá con la periodicidad y en el lugar que acuerden las Partes, a fin de evaluar los aspectos derivados de la aplicación del presente Acuerdo y tendrá a su cargo las funciones siguientes:

- a) adoptar las decisiones necesarias, a fin de cumplir con el objetivo del presente Acuerdo;
- b) identificar las áreas de interés común para elaborar y formular los POA's;
- c) orientar, organizar y formular las recomendaciones pertinentes para la ejecución de las actividades de cooperación conforme al presente Acuerdo;
- d) recibir, revisar y aprobar los informes sobre avances en las actividades de cooperación conforme al presente Acuerdo; y
- e) cualquier otra función que las Partes convengan.

ARTÍCULO VII

Financiamiento

Las Partes financiarán las actividades de cooperación a que se refiere el presente Acuerdo con los recursos asignados en sus respectivos presupuestos, de conformidad con la disponibilidad de los mismos y lo dispuesto por su legislación. Cada Parte sufragará los gastos relacionados con su participación, salvo en los casos en que puedan utilizarse mecanismos de financiamiento alternos para actividades específicas, según se considere apropiado.

ARTÍCULO VIII

Información, Material y Equipo Protegido

[Si dentro del objetivo del Acuerdo se identifica información, material o equipo que necesite de un resguardo para la protección de su contenido, se sugiere establecer un artículo con la redacción siguiente.]

La información, material y equipo protegido y clasificado por razones de seguridad nacional o de las relaciones exteriores de cualquiera de las Partes, de conformidad con su legislación nacional, no será objeto de transferencia en el marco del presente Acuerdo.

Si en el curso de las actividades de cooperación emprendidas con base en este Acuerdo, se identifica información, material y equipo que requiera o pudiera requerir protección y clasificación, las Partes lo informarán a las autoridades competentes y establecerán por escrito, las medidas conducentes.

La transferencia de información, material y equipo no protegido ni clasificado, pero cuya exportación esté controlada por alguna de las Partes, se hará de conformidad con la legislación nacional aplicable y deberá estar debidamente identificada, así como su uso o transferencia posterior. Si cualquiera de las Partes lo considera necesario, se instrumentarán las medidas necesarias para prevenir su transferencia o retransferencia no autorizada.

ARTICULO IX Instrumentos Internacionales

La cooperación a que se refiere el presente Acuerdo no afectará los derechos y las obligaciones que las Partes hayan adquirido en virtud de otros instrumentos internacionales.

ARTICULO X Propiedad Intelectual

Si como resultado de las actividades de cooperación desarrolladas de conformidad con el presente Acuerdo se generan productos de valor comercial y/o derechos de propiedad intelectual, éstos se registrarán por la legislación nacional aplicable en la materia, así como por los tratados que sean vinculantes para los Estados Unidos Mexicanos y *(nombre oficial del país de la contraparte)*.

ARTÍCULO XI Personal Participante

El personal designado por cada una de las Partes para la ejecución de las actividades de cooperación al amparo del presente Acuerdo continuará bajo la dirección y dependencia de la institución a la que pertenezca, por lo que no se crearán relaciones de carácter laboral con la otra Parte, a la que en ningún caso se le considerará como patrón sustituto.

Las Partes consultarán a sus respectivas autoridades competentes a fin de que se otorguen las facilidades necesarias para la entrada y salida del personal que participe oficialmente en las actividades de cooperación que se deriven del presente Acuerdo. Este personal participante se someterá a las disposiciones migratorias, fiscales, aduaneras, sanitarias y de seguridad nacional vigentes en el país receptor y no podrá dedicarse a cualquier actividad ajena a sus funciones.

Las Partes promoverán que su personal participante en las actividades de cooperación conforme al presente Acuerdo cuente con seguro médico, de daños personales y de vida, a efecto que, en caso de ocurrir un siniestro durante el desarrollo de tales actividades de cooperación que amerite reparación del daño o indemnización, ésta sea cubierta por la institución de seguros correspondiente.

ARTICULO XII Solución de Controversias

Cualquier diferencia o divergencia derivada de la interpretación o aplicación del presente Instrumento será resuelta por las Partes de común acuerdo.

ARTICULO XIII Disposiciones Finales

El presente Acuerdo entrará en vigor a partir de la fecha de su firma y permanecerá en vigor por un periodo de ____ (No.) años, prorrogable por periodos de igual duración, previa evaluación de las Partes, mediante comunicación escrita.

(Las Partes están en libertad de definir el periodo de vigencia del Acuerdo. Sin embargo, es importante tener en cuenta que este tipo de acuerdos generan un vínculo entre dos ciudades que debiera prevalecer más allá del periodo de gestiones de la administración durante la cual se suscribió el instrumento.)

El presente Acuerdo podrá ser modificado por mutuo consentimiento de las Partes, formalizado a través de comunicaciones escritas, en las que se especifique la fecha de entrada en vigor de las modificaciones.

Cualquiera de las Partes podrá dar por terminado el presente Acuerdo, en cualquier momento, mediante notificación escrita dirigida a la Otra, con ____ (No.) días de antelación.

La terminación del presente Acuerdo no afectará la conclusión de las actividades de cooperación que hubieren sido formalizadas durante su vigencia.

Firmado en la ciudad de _____, el _____ de _____ de dos mil _____, en dos ejemplares originales en los idiomas español y [señalar los otros idiomas en que se firmará el Acuerdo], siendo ambos textos igualmente auténticos.

POR (ciudad o estado)

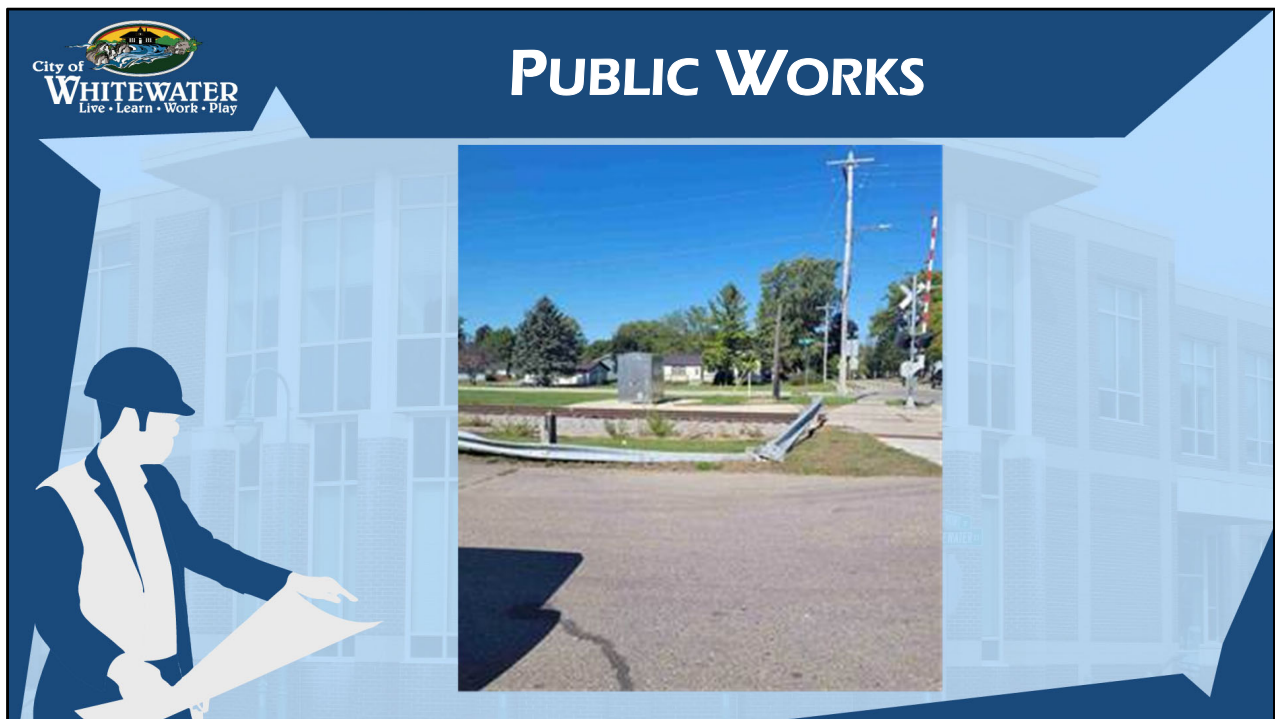
DE LOS ESTADOS
UNIDOS MEXICANOS

POR (ciudad o estado) _____
DE _____ [País]

Nombre
[Cargo]

Nombre
[Cargo]





Administration completed the required training, including Badger Book and DOT CDL courses. They reviewed and finalized an easement agreement with American Transmission Company on Wastewater property and reviewed BTS Towers lease for AT&T site.

Streets-

Crews worked on removing the damaged guardrail on Newcomb Street by the railroad tracks. (pictured above) They also patched potholes and worked on making brine for the streets.

Crews managed snow plowing and removal over multiple days.

Water-

Staff worked on collecting and submitting Bac T samples, did locates for TDS, Painting equipment inside Well 9 pumphouse, Residential meter changes, and snow removal

Wastewater- Repairs were made on Hazelyn Ct. due to sanitary sewer line being hit by TDS fiber line. Line was repaired and cleaned and TDS will be invoiced. Repairs were completed on UV modules that were found to have issues after taking them out of service at the end of the 2024 disinfection season.

GIS-

Uploaded wastewater reports, updated GIS maps, and created department maps. Revised the city map and printed posters for city offices.

IT DEPARTMENT



From 1/31-2/13 -IT closed a total of 97 tickets.

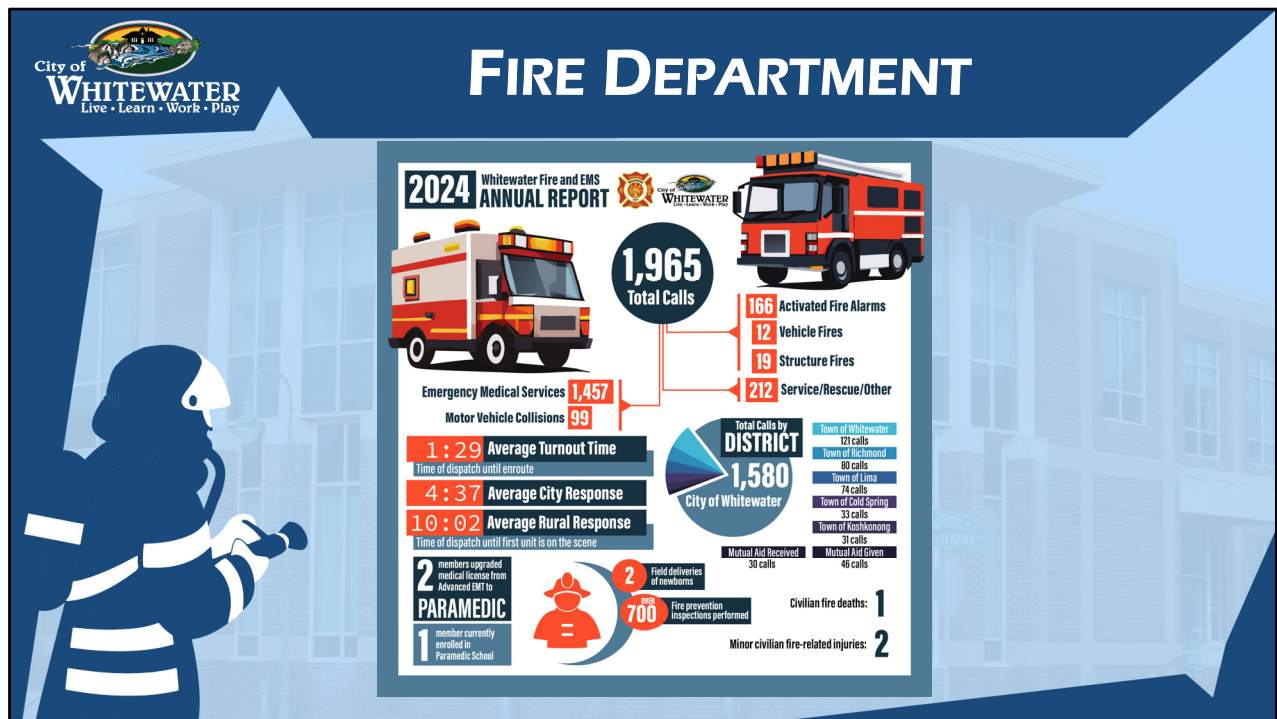
The Innovation Center is now on the City's network via dark fiber, thanks to collaboration with WIN. CDA and IT staff will test its viability for full-time use. Kudos to Cris Crane and Bonnie Miller for their key roles.

IT & Media Services met with TDS on a PEG station. TDS must install fiber, set up equipment, and test signals. A technician reviewed installation plans, with further updates expected.

POLICE DEPARTMENT



- On Monday, February 3rd Officer Michele Martin worked her last day at the department. Officer Martin was hired as a Community Service Officer in 1996 and then began her career as an officer in 1997, serving the Whitewater community for over 28 years. Michele served as the School Resource Officer (previously known as the Juvenile Officer) for many years, making an immeasurable impact on the youth in our schools. She also specialized as an evidence technician, bike patrol officer and as a member of our Sensitive Crimes Team. Michele has been a cornerstone of the Whitewater Police Department and she will be greatly missed. Michele; thank you, and we hope you enjoy your retirement!
- The PD has been busy with the interview process for an open Detective Position, the Patrol Lieutenant promotional process, and City Attorney interviews.



- For the week of January 30th – February 5th Staff responded to 39 calls for service, making the daily average just over 5.5 calls for service each day.
- 8 calls for service required POC response. Average POC response for All Calls was 1.875 per call.
- Mutual Aid was requested 2 times from Whitewater during this time.
- During the given timeframe, a total of eight All Call service responses were recorded. These calls involved a mix of fire, rescue, EMS, and mutual aid responses, with POC and duty crews providing support.
- For the week of February 6-12th - Staff responded to 49 calls for service, making the daily average 7 calls for service each day.
- 4 calls for service required POC response. The average POC response for All Calls was 2.75 per call.
- Mutual Aid was not requested from Whitewater during this time.

IRVIN L YOUNG LIBRARY



- The images above showcase the progress of the library's remodel project.
- The League of Women Voters donated seven juvenile books, including *Grace for President* and *Of Thee I Sing*, enriching our collection. They have also been tabling at the library to promote voter registration awareness in Wisconsin.
- Sarah French, our Programming & Makerspace Librarian, was accepted into the Library Makers Ambassador program. As an ambassador, she will support outreach, promote the platform, and contribute to programming efforts as both a Community Connector and Practitioner Specialist.



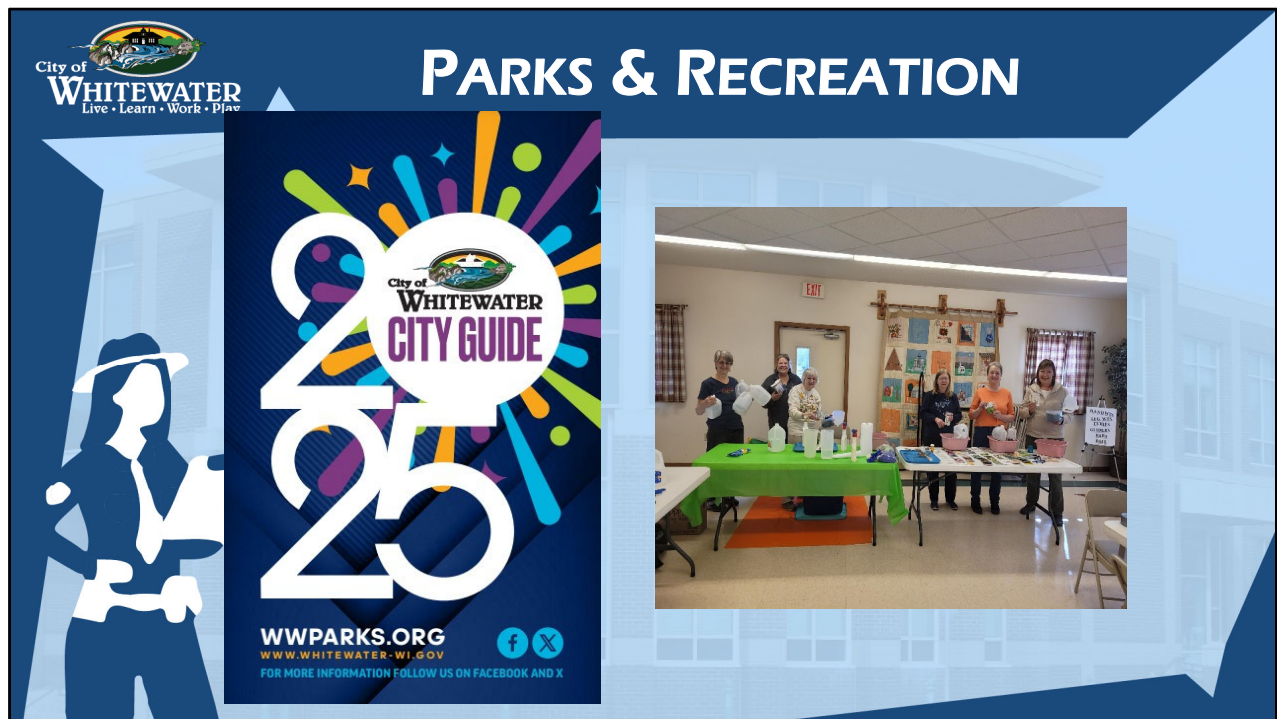
Park & Rec facilities staff closed 42 help desk tickets in the last month.

- 16 general maintenance tasks – Assembling, installing, removing and relocating items.
- 20 facility repairs – Fixing sinks, toilets, windows, doors, drawers and more
- 5 no heat calls addressed
- 2 separate occasions of an individual stuck in the elevator at the Armory. Food pantry patrons continue to hit the elevator doors with shopping carts damaging the sensors inside the doors.
- Sidewalks shoveled or salted on 8 different days.
- Staff continue to keep our buildings running smoothly and safely.

WAFC

- We've Got Some "Silver" Linings! The WAFC is now Silver Sneakers-approved! That means Medicare insurance members can now flex their fitness and make a splash with us. Stay active, stay healthy, and stay social—because age is just a number, but movement is life!
- The Easter Bunny is making a special visit to the WAFC on April 12! Get "egg-cited" for an Eggciting Aquatic Easter Egg Hunt!

Will you be a lucky duck and find the golden egg? Only one way to find out—register now on the Parks & Rec website before spots “hop” away!



- 2025 City Guide-(pictured above) is now posted, be sure to download your version today. Spanish online version and both printed English & Spanish versions will be available soon.
- Together For Healthy Lakes Education Sessions continues with the The City of Whitewater Lakes Advisory Committee is hosting informational sessions for all the public to increase awareness of the lakes and the upcoming City of Whitewater Trippe & Cravath Lake District resolution, which will be presented to the City Council on May 6, 2026. These postcards will also be mailed to City Residents in the next couple weeks.
- We will be starting a Youth Mini Golf League. Registration is open until March 7th for anybody age 8-17. The league will run for 8 weeks starting on March 24th, and will be on Mondays only. There will be individual and team play. Mini golf putters and golf balls will be provided, but everybody is welcome to use their own.
- On Tuesday, January 28th our garden club (pictured above) hosted a winter sowing event. They used recycled milk jugs to create mini-greenhouses to get plants started while the weather is still too cold. Each participant went home with 2 different milk jugs full of dirt and seeds.



Media Services has been actively supporting the Police and Fire/EMS referendum and producing educational videos on housing developments. Kyle for the Media Service team continues to create great graphics. Don't forget to mark your calendars for Brats with the Badges on March 9th.

HUMAN RESOURCES



Recruitment & Selection

- Staff has posted a volunteer opportunity listing on the government jobs website for those interested in giving back to the City of Whitewater. If you know someone who would like to volunteer as a youth coach, a respite volunteer, or in any other capacity, please direct them to our jobs' website. QR code above.

Retention

The Employee Satisfaction Survey asked the following question – *I wish the City of Whitewater would...* The survey responses highlighted several key areas for improvement:

- **Compensation & Advancement:** Employees suggested adding a clearer system for progressing through the pay range.
- **Recognition & Morale:** There was a desire for greater acknowledgment of departmental successes.
- **Work-Life Balance:** Respondents proposed implementing summer hours and organizing family-oriented events.
- **Housing & Affordability:** A need for diverse housing options was noted, ensuring employees who cannot afford to buy a home can still live within the city.

- On February 13th, HR staff had the privilege of honoring Dwight Slocum for his 30+ years of dedicated service to the City of Whitewater. Although he retired before the launch of our new recognition program, the staff was delighted to celebrate his contributions. Even Ruby, Dwight's beloved and well-known dog, joined in the occasion!



ED Director Zeinert and Elizabeth Thelen represented the Innovation Center at the Wisconsin Economic Development Association conference. (Photo above) Staff collaborated with HR to conduct interviews for the CDA Administrative Assistant position. Planning is underway with the Chamber and Downtown Whitewater for an October 2025 Wine Walk.

In Neighborhood Services, the Plan and Architectural Review Committee approved a sign permit for Whitewater Middle School and future contractor offices for a business park parcel.



Christmas at Cravath is in full swing! Check out these pictures of the festive lights in Cravath Park.



CHIEF OF STAFF



Thank You!

Becky Magestro

Chief of Staff

262-473-0101

bmagestro@whitewater-wi.gov

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



CITY MANAGER



Thank You!

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

As always, John Weidl, Thank you!



EMPTY SLIDE - EDITABLE

Heading Text
Body Text

MEMORANDUM

To: Common Council
Date: February 10, 2025
From: Becky Magestro, Chief of Staff
Re: Survey Platform Comparison

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

This memo provides a comparison of four survey platforms—SurveyMonkey, BlockSurvey, Fillout, and Formbricks—highlighting their key advantages and limitations.

SurveyMonkey- The City currently holds a SurveyMonkey subscription

- Cost: \$360.00 per year (current plan) | \$1,104.00 per year (upgrade)
- Response Limit: 50,000 per year (current) | 100,000 per year (upgrade)

Pros:

Question Bank Available – Pre-written question library for streamlined survey creation.
Mobile-Friendly – Fully functional mobile apps for survey creation and analysis.

Cons:

Limited Built-in Audience – Respondents must be sourced independently unless purchasing SurveyMonkey’s paid audience feature.

BlockSurvey

- Estimated Cost: \$660.00 per year
- Response Limit: 180,000 per year

Pros:

Enhanced Privacy & Security – Utilizes Web3 encryption for secure and anonymous surveys.

Anonymous Surveys – Features an “Anonymous Seal” ensuring respondent privacy.

Cons:

Complex Interface – May require a learning curve due to a busier user experience.

Fillout

- Estimated Cost: \$900.00 per year
- Response Limit: Unlimited

Pros:

User-Friendly Design – Intuitive survey-building experience.

Advanced Analytics – Offers submission tracking, visual data summaries, and performance insights.

Cons:

Limited Customization – Fewer design and theme modification options compared to competitors.

Formbricks for Government

- Estimated Cost: \$1,788.00 per year
- Response Limit: 10,000 responses per month

Pros:

Flexible & Cost-Effective – No lengthy procurement processes.

Website & Portal Optimization – Supports feedback collection to improve digital services and reduce administrative burdens.

Cons:

Higher Cost – More expensive than other options.

After reviewing the options, I recommend using SurveyMonkey as our informal survey tool.

Becky Magestro
Chief of Staff

To: Common Council
From: John Weidl, City Manager
Date: 2/10/2025
Re: Analysis of Whitewater's Development Incentives

Council Members,

As we continue discussions regarding residential development, I want to provide a direct comparison between our Tax Incremental Financing (TIF) assistance and that of the Village of Waterford, also working with Neumann to develop a subdivision. That development agreement is attached. This analysis includes Bielinski Homes, the Park Crest subdivision, and Whitewater Moraine View LLC, demonstrating that Whitewater's incentives are competitive, reasonable, and financially responsible while supporting strategic residential growth. Further, attached is an analysis from Tracy Cross and Associates relative to their recommendations regarding TIF incentives in the two studies they prepared for the City of Whitewater.

TIF Assistance – Competitive and Financially Prudent

Whitewater's development agreements have consistently followed a structured TIF incentive model, tailored to the project type.

Bielinski Homes and Park Crest (Neumann Developments) have been offered 90% TIF assistance, mirroring the Village of Waterford's approach. This ensures that developers can recover eligible infrastructure and site costs while maintaining a strong tax base for the City in the long run.

Whitewater Moraine View LLC, a multi-family development, received a tiered TIF incentive—85% for the first 10 years and 60% thereafter. This lower percentage reflects the higher taxable value and revenue potential of multi-family housing compared to single-family development, ensuring a balanced approach to municipal incentives.

Waterford structured its TIF rebate at 90% of the generated increment, capped at \$9.048 million, providing a fixed financial commitment over the district's lifespan.

Whitewater's structure ensures that tax increment benefits are proportionate to the project type, making it financially sustainable while remaining competitive.

Zoning, Administrative, and Planning Support

Beyond direct financial incentives, both Whitewater and Waterford provide zoning and regulatory support to facilitate development. Whitewater is working with Ehlers to amend the TIF district

and project plan for the Bielinski Homes development, ensuring statutory compliance while optimizing financial feasibility. Additionally, Whitewater has demonstrated flexibility and adaptability, as seen in the Moraine View LLC agreement amendment, which facilitated a developer transition while maintaining project viability.

Similarly, Waterford provided zoning and PUD amendments to ensure their development aligns with municipal growth plans. Both municipalities recognize that successful development requires proactive planning assistance in addition to financial incentives.

Infrastructure and Impact Fees

A notable distinction between Whitewater and Waterford is how infrastructure costs and impact fees are handled. Waterford waived park impact fees in exchange for land dedication, creating an up-front incentive that directly reduces costs for developers.

Whitewater, by contrast, does not offer outright fee waivers but allows infrastructure costs to be reimbursed through TIF-eligible expenses. This approach ensures that incentives are directly linked to development costs rather than providing automatic subsidies, maintaining greater fiscal oversight and control for the City.

By structuring incentives this way, Whitewater retains the ability to support development without assuming unnecessary financial risk, ensuring that TIF resources are allocated effectively and equitably across projects.

Process and Long-Term Commitment

Waterford formalized its development incentive package through a fully executed Development Agreement, locking in commitments for the entire project term. Whitewater, on the other hand, utilizes a phased approach—beginning with a Letter of Intent (LOI) before finalizing a Development Agreement.

This structured approach allows Whitewater to evaluate financial and regulatory impacts before making binding commitments, ensuring that incentives are aligned with the City's long-term interests. Additionally, Whitewater's ability to amend agreements mid-project, as demonstrated with the Moraine View LLC adjustment, reflects a pragmatic, adaptable strategy that maintains developer confidence while protecting municipal resources.

Clarification on Housing Study Incentive Considerations

The clarification letter from Tracy Cross & Associates reinforces that the housing studies conducted for the City of Whitewater did not explicitly recommend incentives but instead acknowledged that incentives might need to be considered depending on project feasibility. Their

June 2023 report suggested that TIF assistance or land cost relief could be potential tools to support for-sale housing products if necessary. The April 2024 report adjusted its stance slightly, recognizing that rising construction costs could make incentives more relevant for rental housing, though they still did not view them as an absolute requirement. The overall message is that incentives should only be applied if a financial gap exists that prevents development from aligning with market feasibility.

Furthermore, the letter emphasizes that public-private partnerships involving TIF, land subsidies, or other financial tools are commonly used across Wisconsin and the broader Midwest to help bridge cost gaps in housing development. However, it reiterates that any incentive decisions should be based on thorough analysis between the City and developers to ensure they are necessary and appropriately structured. This aligns with Whitewater's approach, which offers incentives where needed but ensures fiscal responsibility and market alignment in every agreement.

Conclusion: Whitewater's Incentives Are Competitive and Responsible

A direct comparison with Waterford confirms that Whitewater's TIF assistance and development incentives are well within industry norms. Our approach balances strong financial incentives with fiscal responsibility, ensuring that new development contributes to Whitewater's growth without creating undue financial risk.

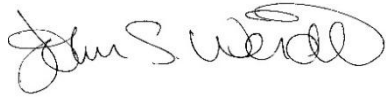
Our TIF participation structure achieves three primary goals:

1. Encouraging Growth – Offering 90% TIF assistance for single-family developments ensures projects remain financially viable.
2. Balancing Municipal Interests – Tiered TIF incentives for multi-family developments (85% for 10 years, then 60%) create a sustainable revenue model while still supporting developers.
3. Providing Oversight and Flexibility – Ensuring zoning, TIF amendments, and regulatory adjustments align with long-term City interests, while maintaining the ability to adjust agreements as needed.

Whitewater's development incentives are both competitive and fiscally sustainable, ensuring that we remain an attractive partner for residential growth while safeguarding the City's financial health.

I recommend proceeding with our current TIF strategy, as it effectively balances financial sustainability with growth and welcome any questions or further discussion on this matter.

Warmest Regards,



John S. Weidl, City Manager



TRACY CROSS & ASSOCIATES, INC.
REAL ESTATE MARKET ANALYSIS

February 7, 2025

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

Dear Mr. Weidl:

Provided below are the two references made regarding *potential incentives* in the housing studies prepared on behalf of the City of Whitewater, one dated June 30, 2023 and the other April 12, 2024.

JUNE 30, 2023: PAGE 20

Even with a disciplined planning and design approach, it is possible that some incentives or concessions might also be necessary to bring the for sale products (as positioned) to market. This will need to be determined through the planning process but may include some form of land cost relief (if possible), Tax Increment Financing (TIF) assistance or something similar. For the rental products, it is unlikely that incentives/concessions would be required at benchmark rents.

APRIL 12, 2024: PAGE 15

It is possible that the City of Whitewater will need to consider some type of incentive or concession to help bring properly positioned rental housing product to market. While this will be determined through the planning process, it is something to consider. With this said, however, it is unlikely that abnormal incentives/concessions would be required as the established benchmark rents are generally consistent with new/newer market comparables, although rising construction costs may require some assistance in this regard. An example of incentives being utilized by other municipalities to bridge the gap between costs and "needed" rents include Tax Increment Financing (TIF) and/or land subsidies or land subordination, i.e., reducing the cost of land.

The incentive references outlined in our two reports (as depicted above) make it very clear that we are not **recommending** incentives but rather suggesting that incentives might need to be considered in order to allow new housing product to meet the price points and/or rents outlined in the studies. In other words, we are simply **suggesting** in each report that incentives be considered should it become apparent (by working with a builder/developer) that the costs associated with a development are too high to meet the suggested price points/rent levels recommended.

Additionally, the only real difference in phraseology between the two reports is that in 2023, we felt it unlikely that incentives would be necessary for rental housing products on the basis of costs versus rent positioning at the time. A year later, in 2024, and because costs continued to rise, we suggested that they might be necessary, but nothing abnormal.

Mr. John Weidl
RE: Whitewater Housing Study Clarification
February 7, 2025
Page 2

Finally, the reason incentive references were made in each report (***and should be a consideration***) is because this public/private partnership arrangement is occurring in other areas throughout Wisconsin (and the greater Midwest for that matter) to bridge the gap between cost and meeting the demands of the market relative to price/rent positioning based, primarily, on incomes. Again, the use of incentives is at the discretion of the municipality and should be based upon a high degree of analysis (between the municipality and the builder/developer) to determine proper implementation – if implementation is needed at all.

Respectfully submitted,

TRACY CROSS & ASSOCIATES, INC.
An Illinois Corporation

By: 
Erik A. Doerschling
Its: President & CEO

Document Number	<p align="center">DEVELOPMENT AGREEMENT FOR PREMIER LOOMIS WATERFORD LLC</p> <p align="center">Document Title</p>
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Document # **2693158**
RACINE COUNTY REGISTER OF DEEDS
January 14, 2025 3:38 PM

Karie Pope

KARIE POPE
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

****The above recording information verifies
this document has been electronically recorded****
Returned to Terry & Nudo, LLC
Pages: 39

Return to:

Todd A. Terry, Attorney at Law
600 52nd Street, Ste. 320
Kenosha, WI 53140

191-04-19-25-017-110

Parcel Identification Numbers

Lot 1 of Certified Survey Map No. 3594, recorded in Racine County on March 19, 2024 as Document No. 2673181, said land being in the Village of Waterford, County of Racine, State of Wisconsin.

DRAFTED BY:



TERRY & NUDO, LLC
Todd A. Terry, Attorney at Law
SBN: 1047175
600 52nd Street, Suite 320
Kenosha, WI 53140
Telephone: (262) 842-2338
Facsimile: (262) 584-9949
Email: Todd@LawMidwest.com

1 **DEVELOPMENT AGREEMENT**

2 **For**

3 **Premier Loomis Waterford, LLC – Lot 1, CSM 3594**

4
5 **THIS AGREEMENT** is made and entered into this 25th day of April, 2024, by and between
6 the Village of Waterford, Racine County, Wisconsin, a municipal corporation ("Village"), and Premier Loomis,
7 LLC, a Wisconsin limited liability company ("Developer").

8
9 **RECITALS**

10 **WHEREAS**, the Developer has acquired Lot 1, CSM 3594 (the "Property") from Neumann Developments
11 Inc. ("Neumann"), under the terms of that certain Vacant Land Offer to Purchase dated May 1, 2023 between
12 Neumann and Premier Real Estate Management, LLC (the "Offer"). The Offer has been assigned to Developer;
13 and

14
15
16 **WHEREAS**, the parties mutually desire to establish fair and reasonable terms, conditions and
17 requirements for the development of the Property with Five (5) Twelve (12) unit multifamily apartment
18 buildings (the "Project");

19
20 **AGREEMENT**

21
22 **NOW, THEREFORE**, in consideration of the Recitals, the covenants and agreements set forth herein, and
23 for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the
24 parties hereby agree as follows:

25
26 **SECTION 1. REPRESENTATIONS AND WARRANTIES OF DEVELOPER**

27
28 Developer makes the following representations and warranties which the Village may rely upon in entering
29 into this and all other agreements with Developer and upon which the Village may rely in granting all approvals,
30 permits and licenses for the Project (as hereinafter defined) and in executing this Agreement and performing
31 its obligations hereunder:

- 32
33 1. Developer is a duly organized and existing legal entity in current status under the laws of the State of
34 Wisconsin.
- 35
36 2. The execution, delivery and performance of this Agreement and the consummation of the transactions
37 contemplated hereby have been duly authorized and approved by Developer, and no other or further
38 acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and
39 performance of this Agreement and the matters contemplated hereby. This Agreement, and the
40 exhibits, documents and instruments associated herewith and made a part hereof, have been duly
41 executed and delivered by Developer and constitute the legal, valid and binding agreement and
42 obligation of Developer, enforceable against it in accordance with their respective terms, except as the
43 enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar
44 laws affecting the enforcement of creditors' rights generally, and by general equitable principles.
- 45
46 3. There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer
47 that may in any way jeopardize or materially and adversely affect the ability of the Developer to perform
48 its obligations hereunder.
- 49

4. Developer has at this time and, will have so long as this Agreement continues in effect, project-financing commitments sufficient to provide funding for the completion of the Project and for the Developer's obligations under this Agreement. Developer shall provide evidence that those commitments exist upon the signing of this agreement.
5. Developer represents and warrants that it will have obtained all necessary equity and debt financing committed to fully fund all the construction of the Project, prior to the commencement of construction.

SECTION 2. ZONING APPROVALS

1. The Property is presently undeveloped, vacant land and is located in the Village. The Village agrees, subject to the approval by the Developer of this Agreement, that the Ordinance 396 will be amended to allow the Property to receive a Zoning Permit as per the requirements of Chapter 245 of the Village's Municipal Code, as well as Section 245-77 of the Municipal Code. The Developer agrees that the primary standard to be met for the issuance of the Zoning permit is the construction and operation of the Project in a single phase.
2. Developer agrees to comply with the requirements of Municipal Code that relate to zoning landscaping, lighting, architecture, traffic, parking, fire and the building codes.
3. Developer agrees to comply with the architectural feature determinations made by the Plan Commission upon their review, which shall be generally consistent with the approved plans and drawing as specified in this Agreement. The Village Administrator is authorized to grant amendments to the plans submitted as "in field changes" only if he finds them to be necessary for the project.
4. Developer agrees to construct the Project represented on the various attachments listed below. The Village acknowledges that the exact locations of interior walls and room sizes may vary from the attached drawings. The buildings comprising the Project shall be constructed as presented during the Village Board meeting approving this Agreement with the specific plans and specifications to be retained as a separate exhibit within Developer's file at the Village.

SECTION 3. PROJECT PHASING

1. Developer acknowledges that the time period of validity for the Zoning Permit shall commence at the time of construction on the Project commences, and shall be extended, as a matter of right, until the completion of the Project, which is projected at April 30, 2026 is for a period of 24 months from the date of issuance, and may be extended in additional 12 month increments at the discretion of the Village Administrator.
2. Developer acknowledges that the time period for a building permit is under the control of the building inspector but, shall be consistent with Section 3.1 above.

SECTION 4. OCCUPANCY PERMITS

It is expressly understood and agreed that no occupancy permits shall be issued for the development until the Village has determined that:

1. The Village agrees that occupancy permits shall be issued upon the completion of each building within the Project, provided however, that no occupancy permit for any building shall be issued until the storm water management facilities for the Project been completed, the building is serviced by sewer and water, and the building inspector has reasonably determined the subject building is safe for occupancy.
 2. Developer has paid in full all permit fees, impact fees, connection fees and reimbursement of administrative costs as required and in effect at the time of this Agreement, as to the building for which an occupancy permit is requested.
 3. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.
 4. Developer is not in default of any aspect of this Agreement.
 5. As a condition for the issuance of occupancy permits for each building, all aspects of the Project must comply with all applicable fire and building codes, as well as all applicable codes and regulations.
- Prior to or contemporaneously with the acquisition of the Property from Neumann, Village and Neumann shall cause to a Certified Survey Map to be created, approved and executed by the Village and recorded in the office of the Register of Deeds for Racine County, Wisconsin (the "CSM").

SECTION 5. RESERVATION OF RIGHTS AS TO ISSUANCE OF ZONING PERMITS

The Village reserves the right to withhold issuance of some or all zoning, building and occupancy permits if Developer is in violation of this Agreement. Developer acknowledges that the issuance of building permits and fire sprinkler permits, and related inspection compliance is not under the control of the Village.

SECTION 6. PUBLIC IMPROVEMENTS

A. PUBLIC STREETS AND SIDEWALKS

Developer agrees that all construction access to the property shall be off Loomis Road. Developer shall have ultimate responsibility for cleaning up all mud, dirt, stone or debris on public streets during construction. The Village shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, to clean up the same or to hold the developer who hired the contractor responsible. The Developer owner shall use its best efforts to clean up the streets within seventy-two (72) hours after receiving a notice from the Village. If the mud, dirt, stone or debris is not cleaned up after notification, the Village will do so at Developer's expense, at the option of the Village.

Developer shall manage all work within the Right of Way in accordance with the plans and restore any disturbed area within the Right of Way to a condition of acceptability to the Village.

B. SURFACE AND STORM WATER DRAINAGE

Developer hereby agrees that:

1. Prior to the start of construction of improvements, Neumann shall have provided to the Village written certification from Neumann's Engineer that all surface and storm water drainage facilities and erosion

control plans are in conformance with all federal, state, county and Village regulations, guidelines, specifications, laws and ordinances, and written proof that the Village Engineer has reviewed and approved the plans.

2. Developer shall provide written approval by the Wisconsin Department of Natural Resources that the storm water management plan meets all NR 151 and NR 216 requirements and/or other DNR requirements that may be promulgated.
3. The Village acknowledges that Neumann shall be responsible to construct, install, furnish and provide adequate facilities as specified in the attached drawings for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and the existing flow from adjacent properties, in accordance with all plans and specifications, and all applicable federal, state, county and Village regulations.
4. Developer agrees that the site grading and construction of surface and storm water drainage facilities for the Project shall be completed and accepted by the Village before any occupancy permit is issued for any building in the Project. The Village will not accept the dedication from Neumann of the surface and storm water drainage system until the entire system is installed in accordance with plans and specifications to the reasonable satisfaction of the Village Administrator.

C. GRADING, EROSION AND SILT CONTROL

Developer hereby agrees that:

1. Prior to commencing site grading and execution, Developer shall provide to the Village written certification from the Developer's Engineer that the plan, once implemented, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources and or the Department of Commerce and written proof that the Wisconsin Department of Natural Resources and or the Department of Commerce and the Army Corps of Engineers, if applicable, have approved the plans.
2. Developer shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the Village Engineer, the Wisconsin Department of Natural Resources, and or the Department of Commerce and Army Corps of Engineers, if applicable.

D. LANDSCAPING AND SITE WORK:

Developer hereby agrees that:

1. Developer shall install new plantings consistent with the attached landscaping plan.
2. Developer, as required by the Village, shall remove and lawfully dispose of building foundation materials, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish. The developer shall have ultimate responsibility for cleaning up debris that has blown from building under construction. The Developer and/or subject contractor shall clean up the debris within seventy-two (72) hours after

receiving a notice from the Village. If the debris is not cleaned up after notification, the Village will do so at the Developer's and/or subject contractor's expense.

3. Landscaping and removal of unwanted items, will be completed and certified as complete by the Village for the project. Any plants, trees or other screening vegetation required by this Agreement shall be maintained and replaced while this Agreement is in effect.

E. SIGNAGE, STREET SIGNS AND TRAFFIC CONTROL

Village and Developer acknowledge that Neumann shall provide all traffic signage deemed necessary by the Village in connection with construction.

F. WATER MAIN AND SANITARY SEWER MAIN SYSTEM

Developer hereby agrees that:

1. The improvements shall be constructed in accordance with the following specifications.
 - a. Village of Waterford Engineering Design Manual, most recent edition.
 - b. Standard Specifications for Sewer and Water Construction in Wisconsin, Fifth Edition, March 1, 1988, and as amended January 1, 1992.
 - c. The Wisconsin Construction Site Best Management Practice Handbook for Erosion Control.
 - d. State of Wisconsin, Department of Transportation Standard Specifications for Highway and Structure Construction, 1996 and supplemental specifications or the most recent edition.
2. A sewer and water plan should be submitted to the Village Utility Department that shows where every water service line and sanitary line runs, the location of all water meters, calculations on sanitary fixture units for each metered location to enable the Utility Department to determine the impact and hook-up fees. The Developer shall install the sanitary and water connections to the Village system in accordance with the plans and specifications Sheets on file in the Village Administrator's office.
3. Developer agrees to do all the public and private infrastructure construction according to the Village's various codes including but not limited to the Utility Code, Land Division Code and the Design Standards. Upon completion of all construction the developer shall provide the Village with "as built" plans. The "as built" plans shall be provided in electronic version formatted by commercial GIS mapping company ESRI or in PDF Pro format. The developer agrees that all underground piping regardless of type or location shall be marked with locating wire according to accepted standards. The developer agrees that all improvements within the public right-of-way or public easements shall be inspected by Village inspectors at the developer's expense.

G. ADDITIONAL IMPROVEMENTS

Not applicable.

SECTION 7. SITE SPECIFIC REQUIREMENTS

1. Developer shall maintain continuous access around the building and to any fire hydrants as required by the current Zoning Code as directed by the Fire Department and Water Utility.

2. Developer agrees to bury all electric, telephone and cable television lines from existing wooden poles to the building.
3. The lighting plan shall not allow any light trespass at the property line in excess of the standards set forth in Section 245. The lighting contractor shall provide written verification of compliance before occupancy shall be granted. No pole lighting will be included within the Project.
4. Village agrees that the general contractor for the Project shall be allowed a temporary construction sign on the property equal to 32 square feet per side per the requirements of Section 245 of the Code.

SECTION 8. TIME OF COMPLETION OF IMPROVEMENTS

The improvements set forth in Section 3 above shall be completed by Developer in total within the specific time limits from the date of the date of this agreement being signed except as otherwise provided for in this agreement.

SECTION 9. FINAL ACCEPTANCE

Village's engineer and administrator shall have joint responsibility of acceptance of any public improvement.

SECTION 10. DEDICATION OF IMPROVEMENTS

All improvements requested by the Village for public purposes shall be deemed dedicated to the public upon completion of the project and issuance of an occupancy permit for any part of all of the project. Rights of way, water, sanitary sewer, storm sewer, roads, public water stations, public sidewalks, paths and any other depicted public improvement made by Developer shall be deemed a part of this section.

SECTION 11. ACCEPTANCE OF WORK AND DEDICATION

Acceptance of work shall be made by the Village's Engineers and Village Administrator. Dedication shall be deemed complete on the issuance of any occupancy permit.

SECTION 12. APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER

The ultimate responsibility for the proper design and installation of sewer facilities, water facilities, drainage facilities, landscaping and all other improvements is upon Developer. The fact that the Village or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a waiver or, relieve Developer from the ultimate responsibility for the design, performance and function of the development and related infrastructure.

SECTION 13. INTENTIONALLY OMITTED.

SECTION 14. VILLAGE OBLIGATIONS

Approvals. Village shall work in cooperation with the Developer to secure and to grant the following approvals:

- (i) Zoning, Rezoning, or PUD Amendment of the Property to accommodate development of the Project.

- (ii) Approval, if necessary, for the expansion and/or extension of the storm sewer, sanitary sewer, water, and electric facilities to serve the Project.

SECTION 15. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVAL OF CERTIFIED SURVEY MAP

Early Start may be permitted by the Building Inspector and Village Administrator.

SECTION 16.

INTENTIONALLY OMITTED.

SECTION 17. NOISE AND HOURS OF OPERATIONS

1. Developer shall make every effort to minimize noise, dust and similar disturbances, recognizing that the project is located near existing residences. Project construction or demolition shall only occur between the hours of 7:00 a.m. and 8:00 p.m., during weekdays and Saturdays. No construction or demolition is permitted on Sundays or national holidays. Grading, excavation, demolition, roadway construction or underground utility construction shall only occur between the hours of 7:00 a.m. and 8:00 p.m., during weekdays and Saturdays except in cases of urgent necessity in the interest of public health and safety. If the Village Administrator determines that, the public health and safety will not be impaired by these activities he/she may grant permission for such work to be done during other hours on application being made at the time the permit for the work is awarded or during the progress of the work.

SECTION 18. CONDITIONS OF ALL OBLIGATIONS OF THE PARTIES UNDER THIS DEVELOPMENT AGREEMENT

As a condition to each and all of the covenants, agreements and other obligations of the Village under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

- a. All representations and warranties of Developer set forth in this Agreement and in all agreements expressly referred to herein shall at all times be true, complete and correct; and
- b. All covenants and obligations of Developer under this Agreement are duly and substantially performed, observed, satisfied and paid, when and as required herein; and
- c. No event of default has occurred, or with the giving of notice or lapse of time would occur; and
- d. There is no material adverse change in the financial condition of Developer, which might impair its ability to perform its obligations under this Agreement.

SECTION 19. DEFAULT/REMEDIES

1. An event of default ("Event of Default") is any of the following:
 - a. A failure by Developer to cause substantial completion of the Project or any part thereof to occur pursuant to the terms, conditions and limitations of this Agreement; a failure of either party to perform or observe any and all covenants, conditions, obligations or agreements on its part to be

- 1 observed or performed when and as required under this Agreement within thirty (30) days of
2 written notice of the failure to the Developer; and
3
- 4 b. A failure by Developer to pay any amount due to the Village within ten (10) days of written notice
5 of such failure to the Developer; and
6
- 7 c. Developer becomes insolvent or is the subject of bankruptcy, receivership or insolvency
8 proceedings of any kind; or
9
- 10 d.
11
- 12 e. The dissolution or liquidation of Developer, or the commencement of any proceedings therefore.
13
- 14 2. Whenever an Event of Default occurs and is continuing, the non-breaching party may take any one or
15 more of the following actions without waiving any rights or remedies available to it:
16
- 17 a. Immediately suspend its performance under this Agreement from the time any notice of an event
18 of default is given until it receives assurances from the breaching party deemed adequate by the
19 non-breaching party, that the breaching party will cure its default and continue its due and
20 punctual performance under this Agreement; or
21
- 22 b. Commence legal or administrative action, in law or in equity, which may appear necessary or
23 desirable to enforce performance and observance of any obligation, agreement or covenant of
24 the breaching party under this Agreement; or
25
- 26 c. Perform or have performed all necessary work in the event the non-breaching party determines
27 that any Event of Default may pose an imminent threat to the public health or safety, without any
28 requirement of any notice whatsoever. In the event of a default by Developer.
29
- 30 3. No remedy or right conferred upon or reserved to a party in this Agreement is intended to be exclusive
31 of any other remedy or remedies, but each and every such right and remedy shall be cumulative and
32 shall be in addition to every other right and remedy given under this Agreement now or hereafter
33 existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default
34 shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and
35 power may be exercised from time to time and as often as may be deemed expedient.
36
- 37 4. In the event any warranty, covenant or agreement contained in this Agreement should be breached by
38 a party and thereafter waived by the other, such waiver shall be limited to the particular breach so
39 waived and shall not be deemed to waive any other concurrent, previous or subsequent breach
40 hereunder.
41
- 42 5. Whenever any Event of Default occurs and a party incurs attorney's fees, court costs and other such
43 expenses for the collection of payments due or to become due or for the enforcement or performance
44 or observance of any obligation or agreement on the part of the other herein contained, the prevailing
45 party shall be reimbursed the actual attorney's fees, court costs and other such expenses incurred by
46 such prevailing party.
47

48 SECTION 20. PERMITTED DELAYS

49 For the purpose of computing the commencement and completion periods, and time periods for either party
50 to act, such times in which war, civil disaster, act of God, or extreme weather conditions occur or exist shall
not be included if such time prevents Developer or the Village from performing its obligations under the

Agreement. Except as aforesaid, only delays agreed to in writing and approved by the Village Administrator are acceptable.

SECTION 21. ADDITIONAL PROVISIONS

1. No member of any governing body or other official of the Village ("Village Official") shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, unless such interest is disclosed to the Village and the Village Official fully complies with all conflict of interest requirements of the Village. No Village Official shall participate in any decision relating to this Agreement, which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official or employee of the Village shall be personally liable to the Village for any event of default or breach by the Developer of any obligations under the terms of this Agreement.

2. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

3. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the Village in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the Village to approve or disapprove any and all plans and specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

4. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

5. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

6. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

Village Administrator
Village of Waterford
123 N. River St
Waterford, WI 53105

The notices or responses to Grantee shall be addressed as follows:
Premier Loomis Waterford, LLC
Attn: Calvin M. Akin
3120 Gateway Road
Brookfield, WI 53045

With a copy to:

Joe A. Goldberger

North Shore Legal
13460 N. Silver Fox Drive
Mequon, WI 53097

SECTION 22. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES

Developer shall pay and reimburse the Village promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the Village in connection with this project or relative to the construction, installation, dedication and acceptance of the improvements covered by this agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. Any such charge not paid by Developer within forty-five (45) days of being invoiced may be charged against the financial guarantee held by the Village pursuant to this Agreement or assessed against the property as a special charge pursuant to §66.60(16), Wisconsin Statutes.

The following additional fees shall be paid by the Developer and are due upon the issuance of the building permit as to each building within the Project:

- | | |
|------------------------------------|------------------------------|
| 1. Sewer Impact Fee | \$1500.00 per dwelling unit |
| 2. Water Impact and Connection Fee | \$1,500.00 per dwelling unit |
| 3. Library Impact Fee | \$ 137.00 per dwelling unit |
| 4. Fire Impact Fee | \$1,201.00 per dwelling unit |
| 5. Park Impact Fee | \$ 900.00 per dwelling unit |

SECTION 23. GENERAL INDEMNITY

Developer will indemnify and hold harmless the Village, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this paragraph collectively referred to as the "Indemnified Parties") against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any breach of any warranty, covenant or agreement of Developer under this Agreement, and the development of the Property; provided that the foregoing indemnification shall not be effective for any willful acts of the Indemnified Parties. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Project and the Property. All covenants, stipulations, promises, agreements and obligations of the Village contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the Village and not of any governing body, member, officer, agent, servant or employee of the Village. All covenants, stipulations, promises, agreements and obligations of Developer contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of Developer and not of any of its officers, owners, agents, servants or employees.

SECTION 24. INSURANCE

Developer, its contractors, suppliers and any other individual working on the public right of way shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms and in the amounts

as required by the Village consistent with other projects in the Village. The Village's insurance requirements are attached hereto as Exhibit ____ and incorporated herein by reference.

SECTION 25. FEES AND CHARGES

Developer shall be responsible for zoning and development fees such as are applicable as of the date of this Agreement. The Developer shall be responsible for any impact fees as are properly levied by the Village according to the terms of this agreement and as may be amended by ordinance.

SECTION 26. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES

The parties mutually agree that the Village President of the Village Board, and/or the Village Clerk, entered into and are signatory to this agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

SECTION 27. GENERAL CONDITIONS AND REGULATIONS

All provisions of the Village Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this agreement as fully as if set forth at length herein. This agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

SECTION 28. ZONING

The Village does not guarantee or warrant that the subject property of this agreement will not at some later date be rezoned, nor does the Village herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this agreement.

SECTION 29. COMPLIANCE WITH CODES AND STATUTES

Developer shall comply with all current and future applicable codes of the Village, County, State and federal government and, further, Developer shall follow all current and future lawful orders of all duly authorized employees and/or representatives of the Village, County, State or federal government.

SECTION 30. AGREEMENT FOR BENEFIT OF PURCHASERS

Not applicable.

SECTION 31. ASSIGNMENT

Developer shall not transfer, sell or assign the property or assign this Agreement or its obligations hereunder without the express prior written consent of the Village until the Developer has fully complied with its obligations under this Agreement. Any such consent requested of the Village prior thereto may not be unreasonably withheld, conditioned or delayed.

SECTION 32. BINDING

This Agreement shall be binding upon the parties hereto and their respective representatives, successors and assigns, and any and all future owners of the Property or any portion thereof, and their respective heirs, representatives, successors and assigns.

SECTION 33. AMENDMENTS

The Village and Developer, by mutual consent, may amend this Developer's Agreement at any meeting of the Village Board. The Village shall not, however, consent to an amendment until after first having received a recommendation from the Village's Plan Commission. The Plan Commission shall consider the amendment under the conditional use process.

SECTION 34. DURATION

Developer acknowledges that the requirements regarding the operation and maintenance of the project as fully described above shall continue and not expire. Developer acknowledges that the Village may from time to time establish new zoning, utility, storm water and other requirements or standards that apply to similarly situated properties which, if applicable shall apply to this project. Developer may petition the Village Board to cancel or eliminate the requirements of the Agreement. Prior to considering the petition, the Board shall ask the Plan Commission to conduct a public hearing and make a recommendation regarding the petition. The Board may cancel the Agreement if it determines that there is no further value or need for the Developer to comply with its requirements.

SECTION 35. INTENTIONALLY OMITTED.

IN WITNESS WHEREOF, the Developer and the Village have caused this agreement to be signed by their appropriate officers and their corporate seals to be hereunto affixed in three original counterparts the day and year first above written.

DEVELOPER

Premier Loomis Waterford, LLC, a Wisconsin limited liability company

By: Calvin M. Akin
Calvin M. Akin, Sole Member

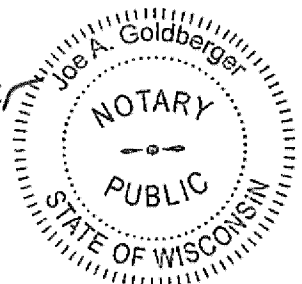
STATE OF WISCONSIN)
)ss
COUNTY OF WAUKESHA)

Personally came before me this 3rd day of April, 2023, Calvin M. Akin, Sole Member of Premier Loomis Waterford, LLC, to me known to be the person who executed the foregoing instrument and to me acknowledged that he executed the foregoing instrument in such capacity.

Joe A. Goldberger
Notary Public, State of WI
My commission expires: 10/16/2024

VILLAGE OF WATERFORD, WI

[Signature]
Village President



Rachel Locking
Village Clerk

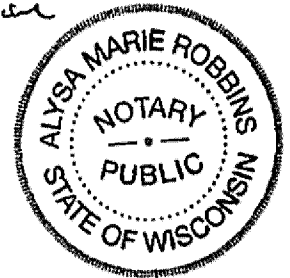
STATE OF WISCONSIN)
COUNTY OF RACINE)ss

Personally came before me this 22 day of April, 2022, the above named Don Hassen and Rachel Locking Village Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such individual and Village Clerk of the municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of the municipal corporation by its authority and pursuant to the authorization by the Village Board from their meeting on the 11th day of March, 2022.

Alysa Marie Robbins
Notary Public, State of WI Washburn
My commission expires: 10.2.25

Approved As To Form:

Todd A. Terry
Todd A. Terry, Village Attorney

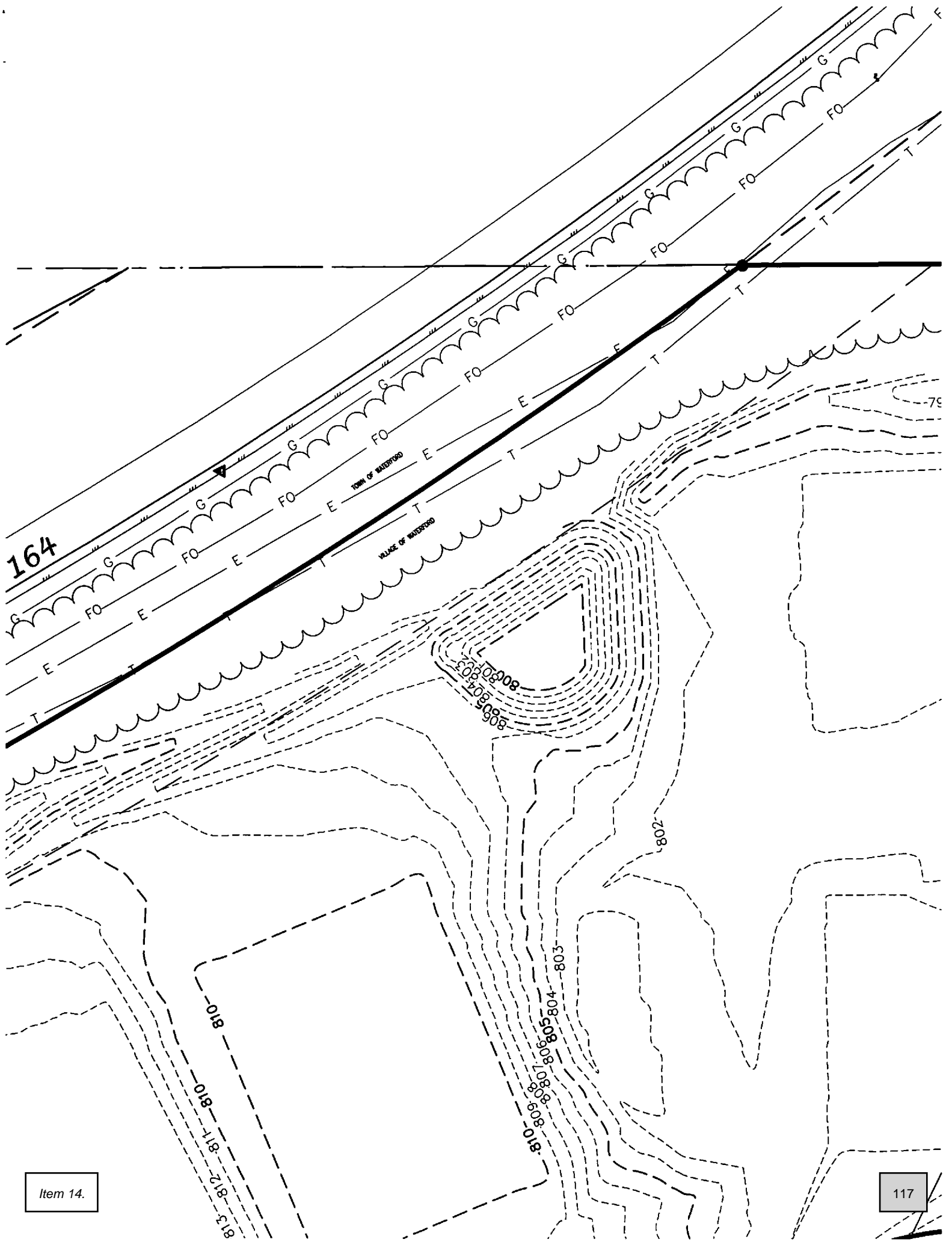


NOTE:
EXISTING UTILITIES SHOWN ON PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES, WHETHER SHOWN OR NOT, FROM THE OWNERS OF THE RESPECTIVE UTILITIES. ALL UTILITY OWNERS SHALL BE NOTIFIED FOR LOCATES BY THE CONTRACTOR 72 HOURS PRIOR TO EXCAVATION.

NOTE:
ALL EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO CONSTRUCTION AND SHALL CONFORM TO THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES CONSTRUCTION SITE EROSION CONTROL AND TECHNICAL STANDARDS.

INDEX TO DRAWINGS

SHT. NO.	DESCRIPTION
C	LOCATION MAPS AND INDEX TO DRAWINGS
1	EXISTING SITE CONDITIONS
2	OVERALL SITE PLAN
3	NORTH DETAILED SITE PLAN
4	SOUTH DETAILED SITE PLAN
E	OVERALL UTILITY PLAN



PR. BUILDING 1
9,630 S.F.

PR. BUILDING 2
9,630 S.F.

MAIL ROOM

OFFICE

PR.

PR.

BUILDING 4

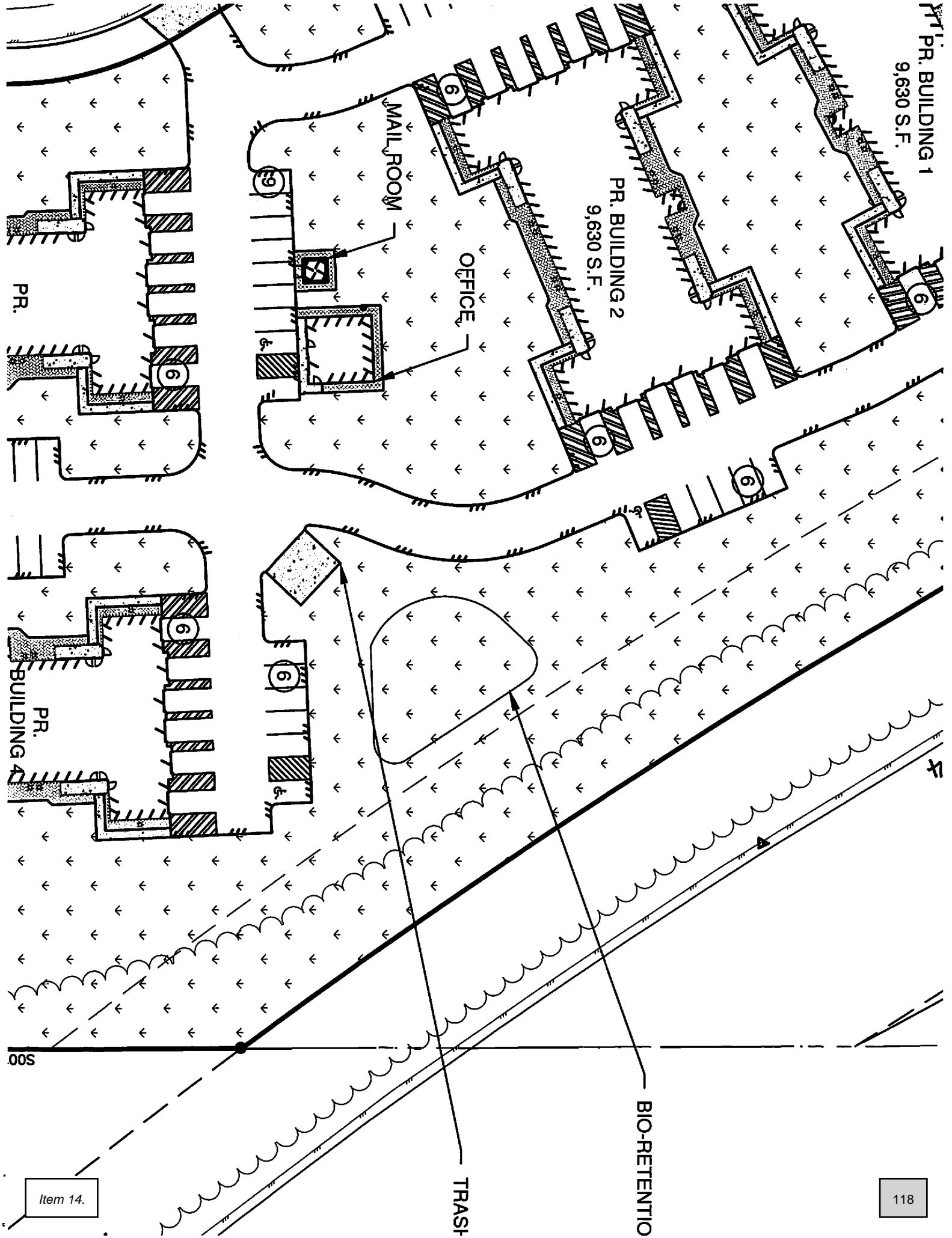
00S

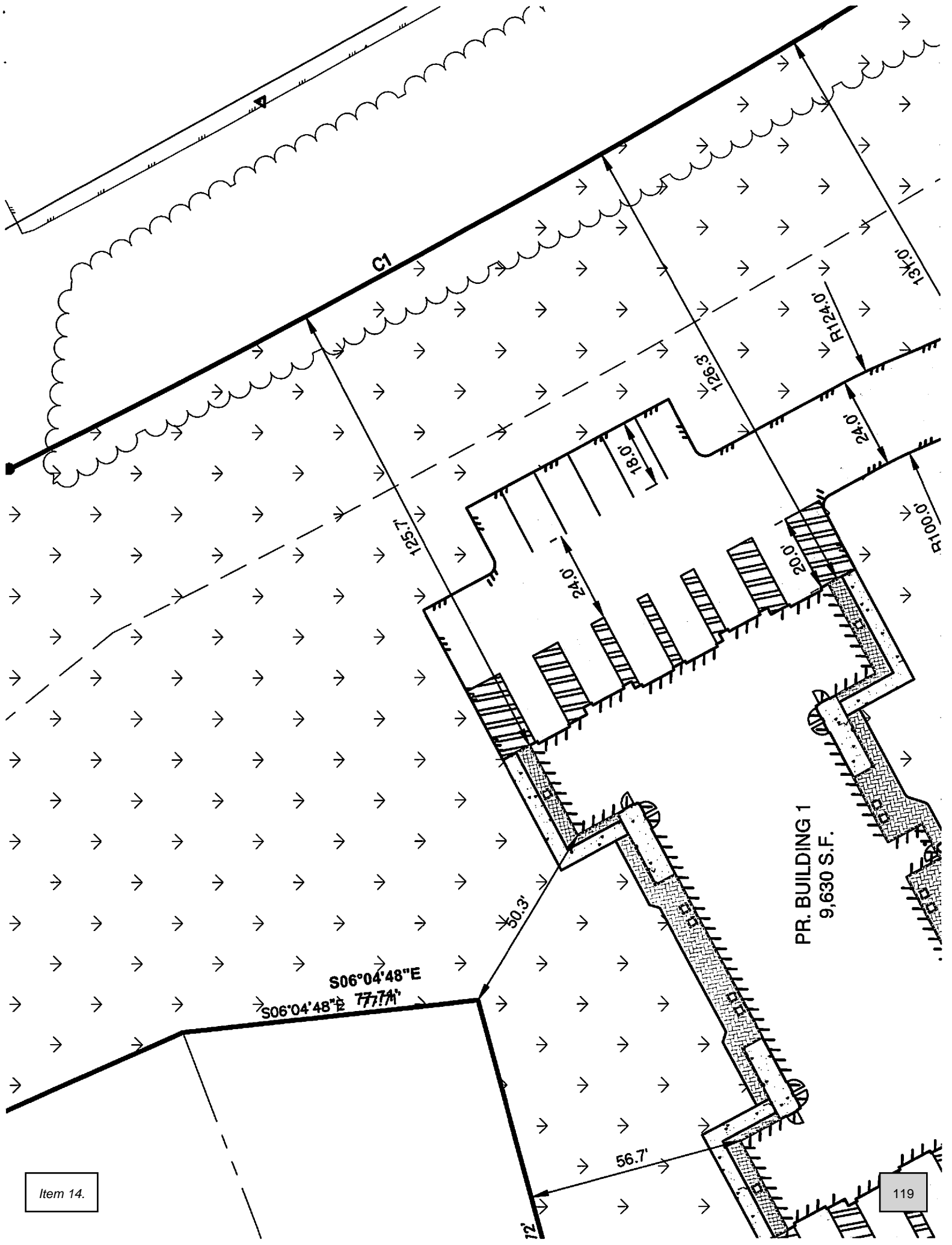
Item 14.

118

TRASH

BIO-RETENTIO







PR. BUILDING 1
9,630 S.F.

PR. BUILDING 2
9,630 S.F.

PR.

PR.

BUILDING 4

PROPOSED WATER
MAIN (TYP.)

PROPOSED STORM
SEWER (TYP.)

STH 164

110'-6" WATER
HYD. FLANGE E

68' - 15" CMP

15" APRON ENDWALL
E.O.P. INV:807.50 (15" V

C1

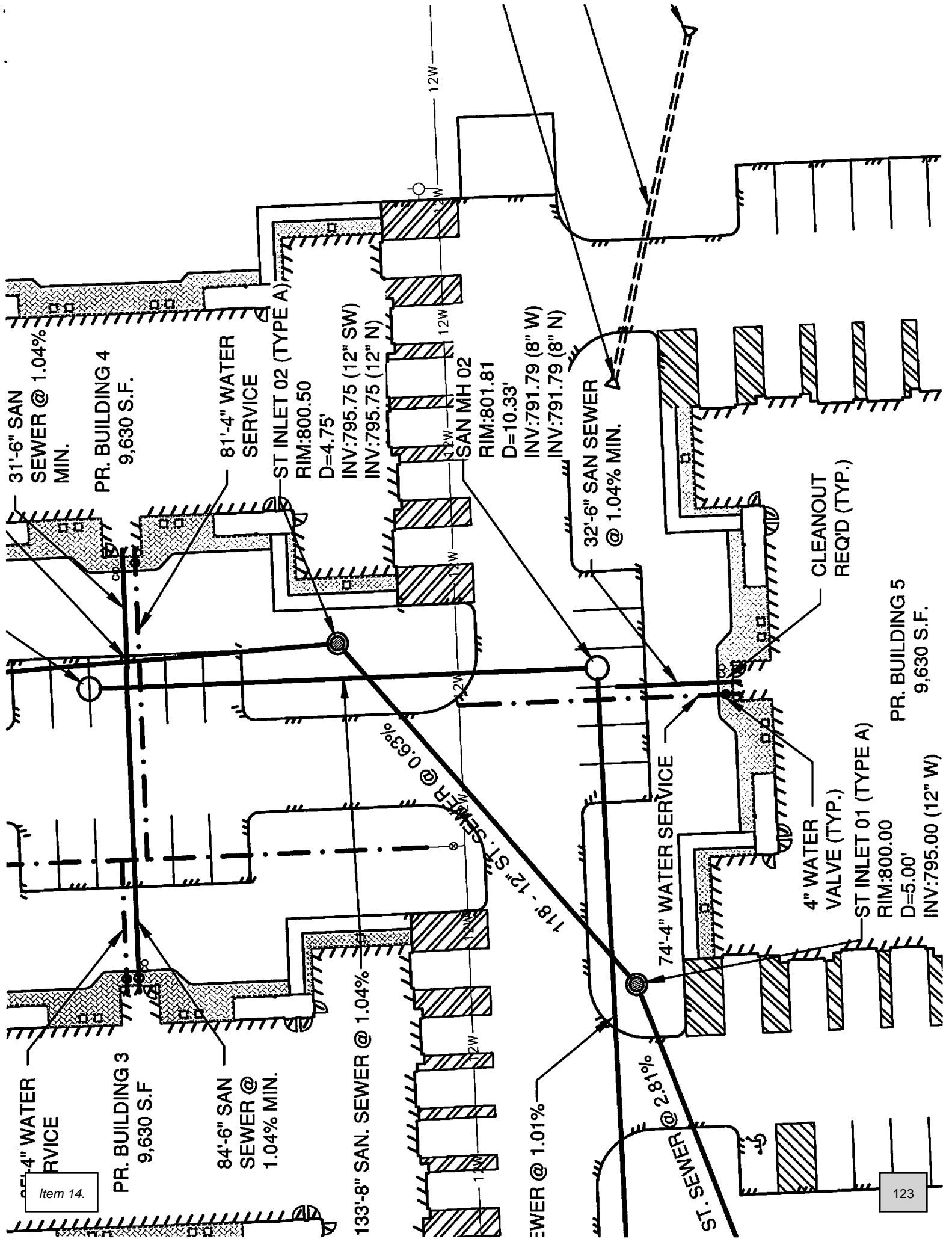
PR. BUILDING 1
9,630 S.F.

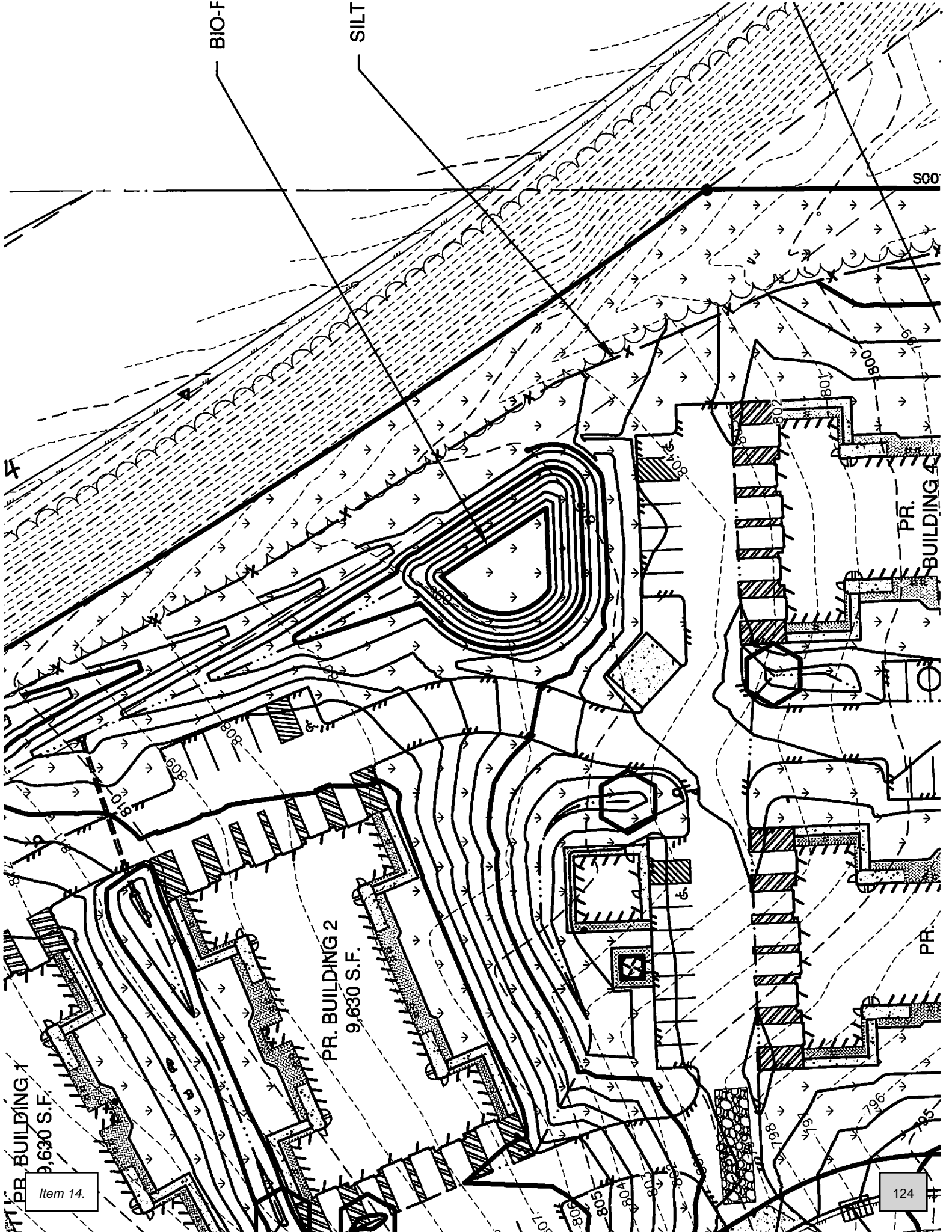
SEWER @ 0.98%

E.Q.D (TYP.)

S06°04'48"E 777.11'
S06°04'48"E

Item 14.





BIO-F

SILT

500

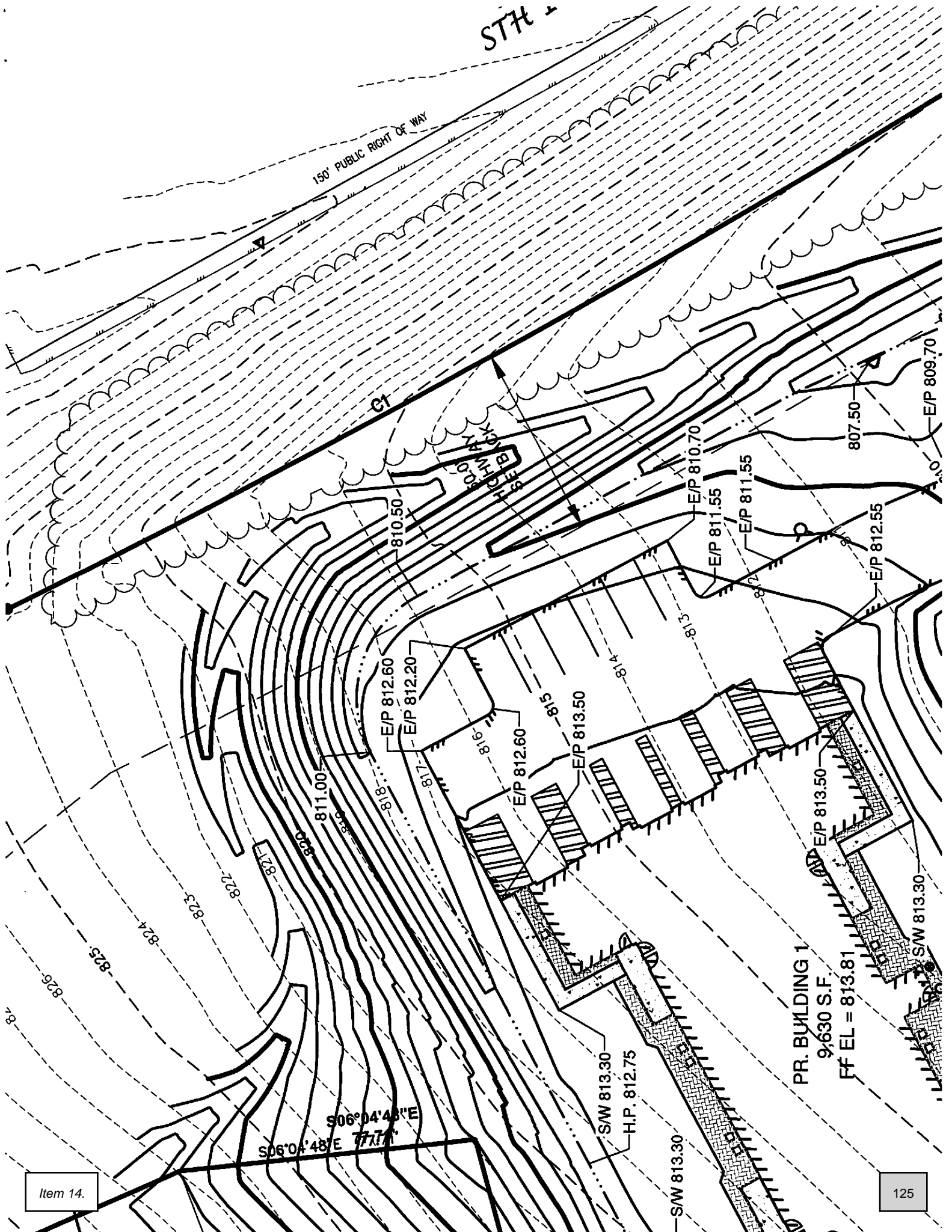
PR. BUILDING 4

PR. BUILDING 2
9,630 S.F.

PR. BUILDING 1
9,630 S.F.

Item 14.

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STH

150' PUBLIC RIGHT OF WAY

C1

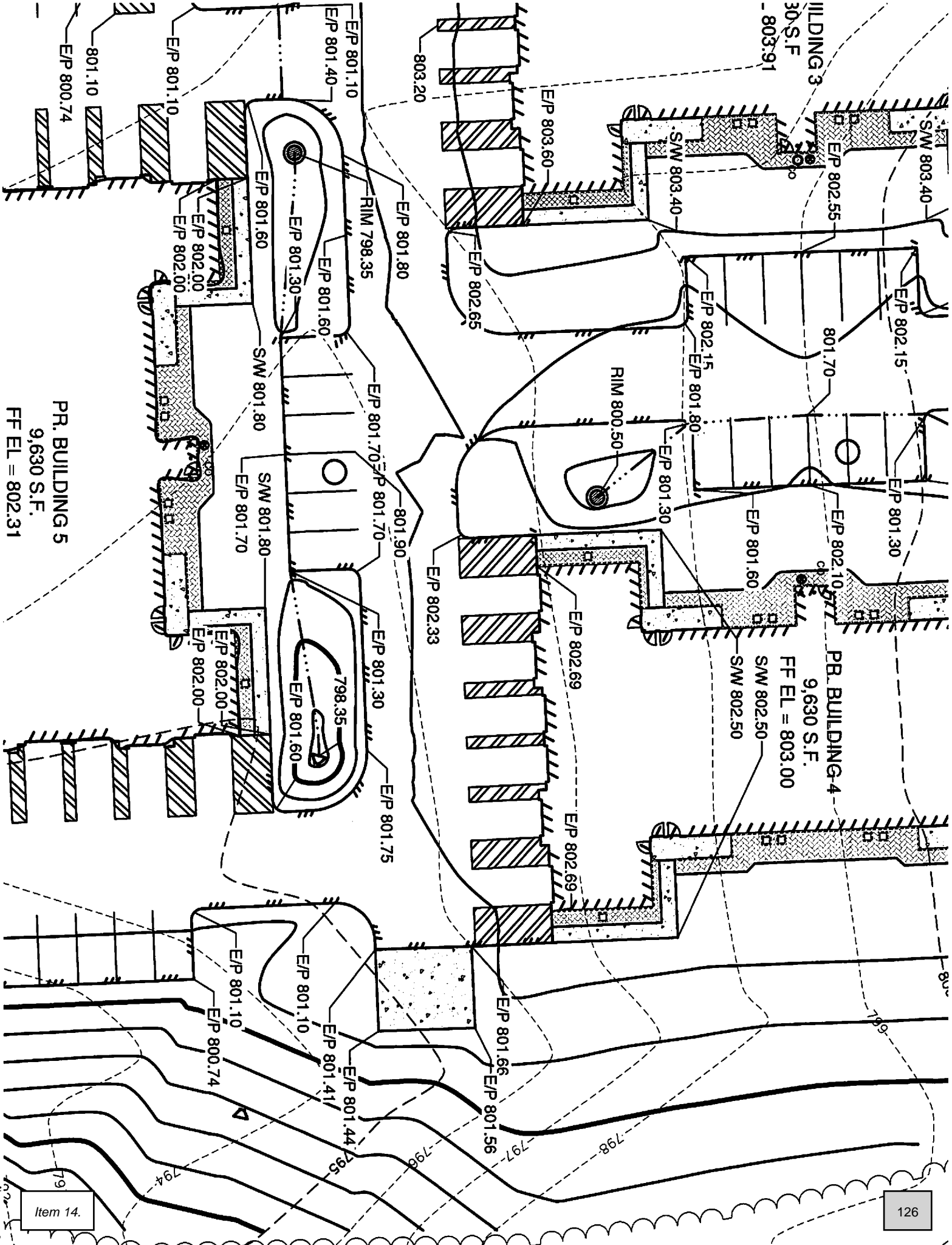
810.50
810.70
811.55
811.55
812.55

PR. BUILDING 1

9,630 S.F.

FF EL = 813.81

E/P 813.50

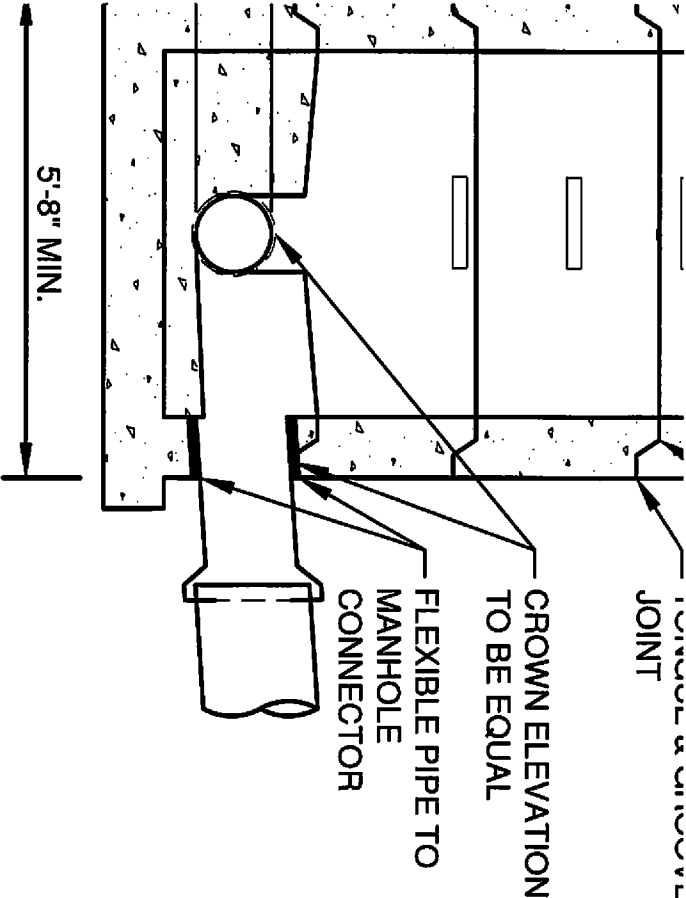


PR. BUILDING 5
9,630 S.F.
FF EL = 802.31

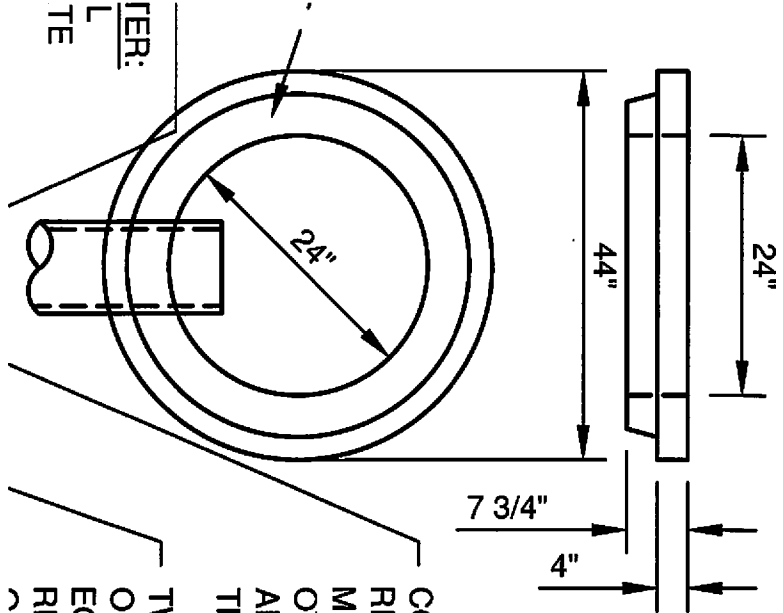
BUILDING 3
30 S.F.
803.91

PR. BUILDING 4
9,630 S.F.
FF EL = 803.00

Item 14.



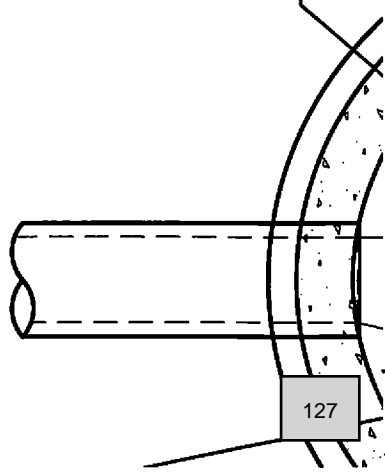
INLET MANHOLE TYPE "B"



CONCRETE ADJUSTING RINGS AS REQUIRED. (4" MIN. AND 12" MAX. UNLESS OTHERWISE NOTED. ALL ADJUSTING RINGS LESS THAN 4" SHALL BE RUBBER.)

TWO CONTINUOUS STRIPS OF 1/2" JOINT SEAL OR EQUAL BETWEEN ADJUSTING RINGS AND CASTING. COAT OUTSIDE OF ADJUSTING

MANHOLE STATION
INVERT AND
COORDINATE
WORK POINT



NOTE:
FOR PVC PIPE PROVIDE AN APPROVED

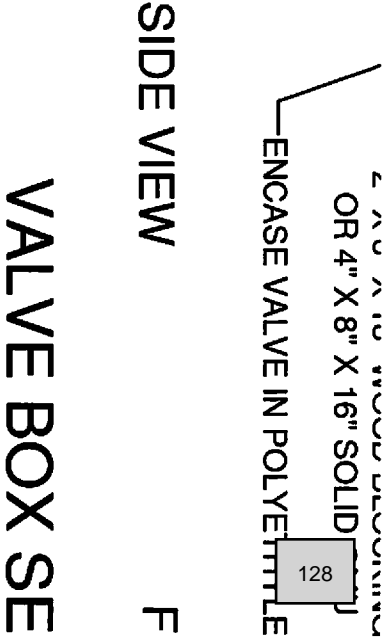
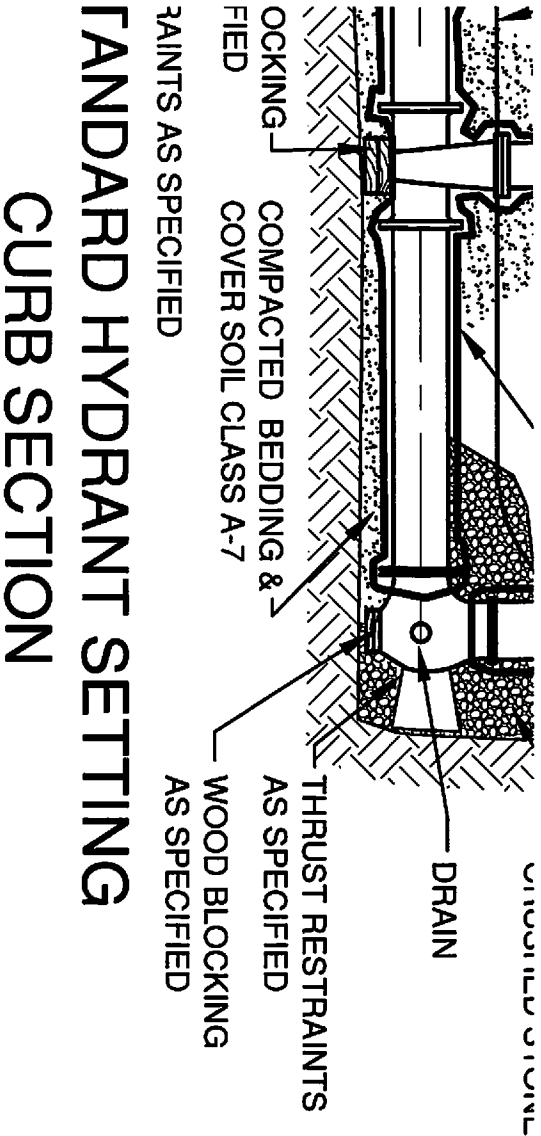
MANHOLE BASE I
8" - 60" (INCLUSI

NOTE:

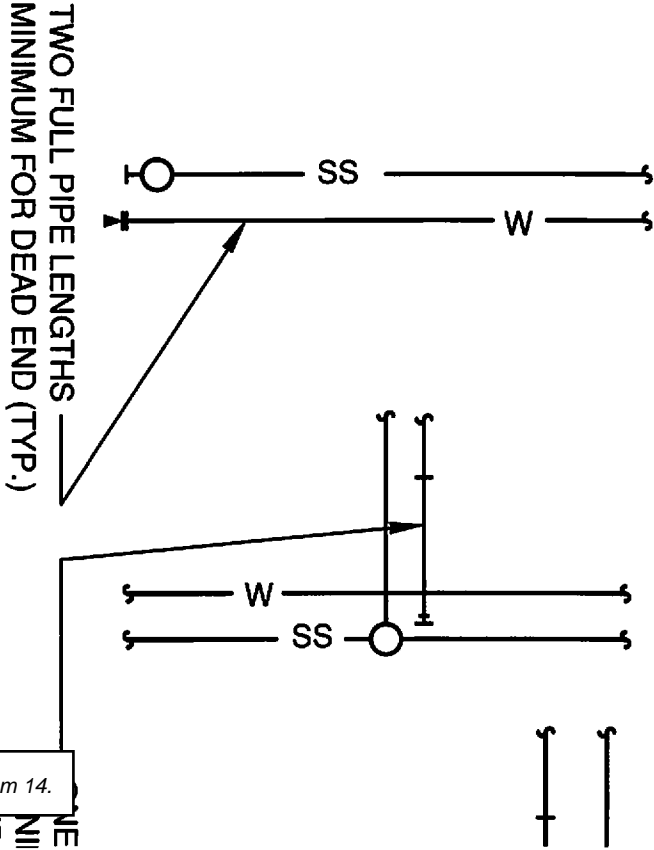
PUBLIC SANITARY AND WATER MAIN SHA

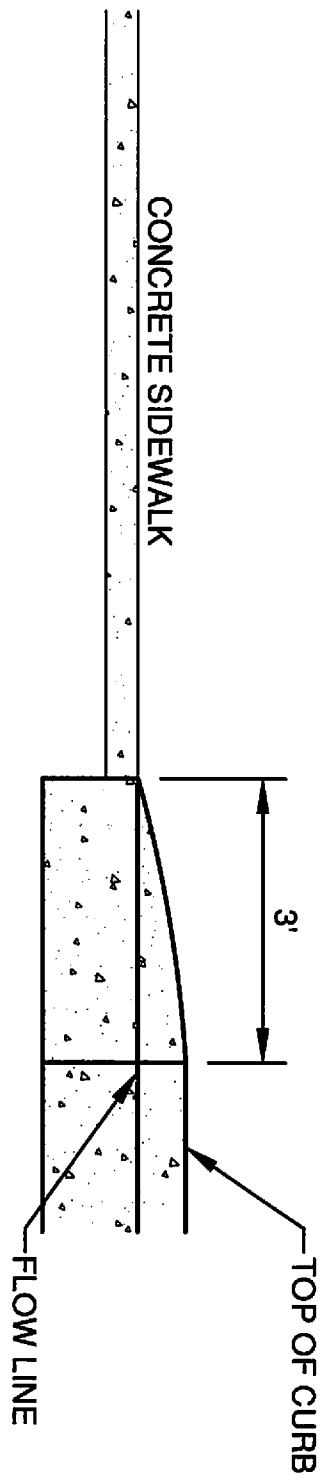
NOTE: CLEANOUT LINE TO BE THE SAME
SIZE AND MATERIAL AS SEWER MAIN



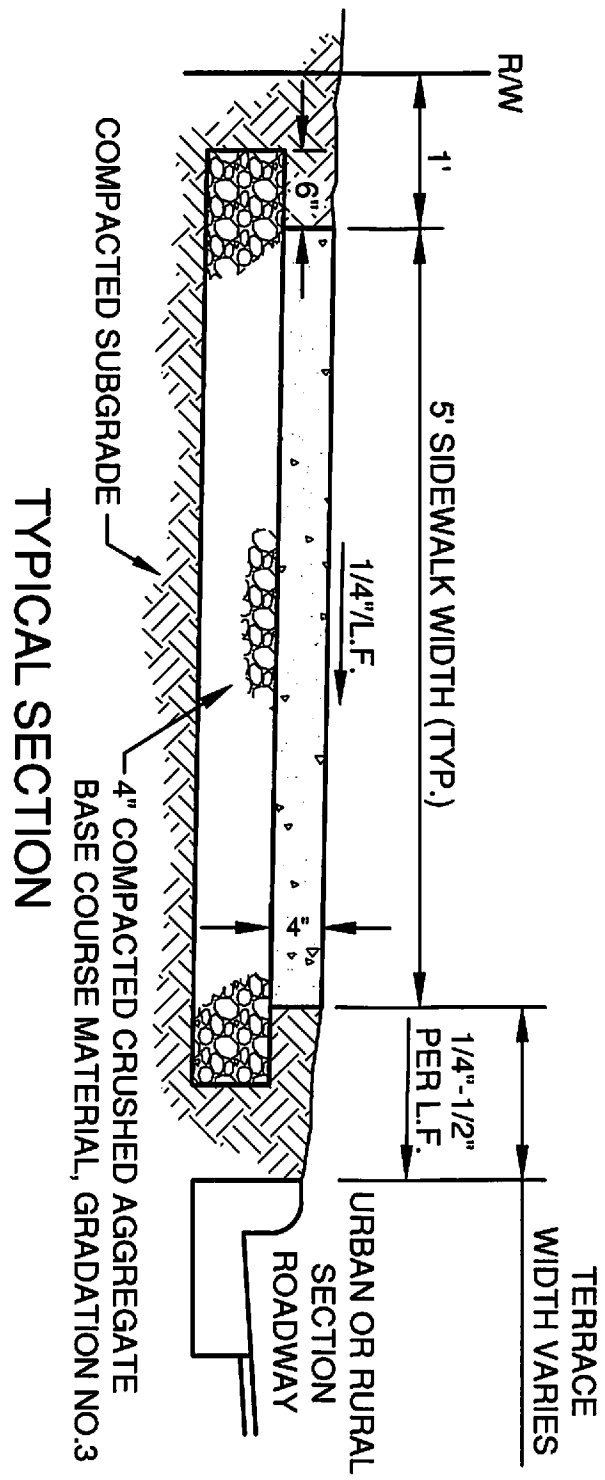


VALVE BOX SE

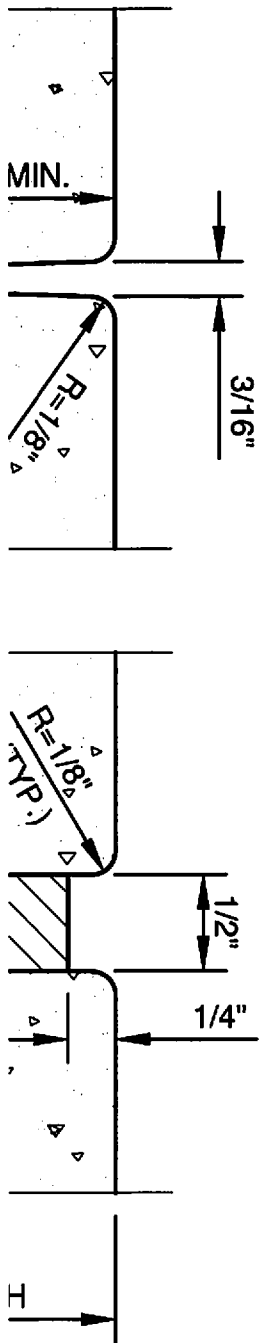




CURB TAPER DETAIL



NOTE:
REFER TO SPECIFICATIONS
FOR REINFORCEMENTS.



- ☐ Leakage test (only if pressure test fails): two hours at system pressure per Standard Specifications.

PIPE MATERIAL

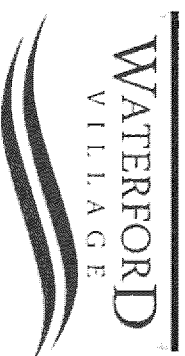
- ☐ Ductile iron: conforming to AWWA C-151, minimum Class 52.
- ☐ PVC: conforming to AWWA C-900, class 235, SDR 18.

LOCATOR WIRE

- ☐ Tracer Wire: No. 12 AWG high strength, high carbon, blue insulated wire and anodes by Copperhead Utility Locating System.
- ☐ Terminate at SnakePit access box marked with the word "Water" on the cap.
- ☐ Location: On top of PVC pipe and fittings, secure at min. 10-foot intervals.

February, 2021

Page 2 of 5



130

TAPPING

WATER

LOCATION

1

main to curb box.
the curb box.
unless steel saddle with O-ring and
CSC2, CS22, or equal.
(3/4" to 2") Minneapolis Pattern.
Minneapolis Pattern, or Ford EM2-
net) or 6 inches inside right-of-way,
nd extend to terminal box adjacent
carbon, blue insulated wire and
Terminate at SnakePit access

STANDARD MATERIAL SPECIFICATIONS Village of Waterford

- ☐ surface. Use only clean graded sand, clean excavated granular material, with Engineer's Consolidation of backfill: 95% standard material and 100% for excavated material adjacent trench wall. Use mechanical means,

PIPE MATERIAL

- ☐ Within road right-of-way: minimum 12-inch reinforcement, conforming to ASTM C76 or ASTM C507.
- ☐ Outside road right-of-way: minimum class III C507 or HDPE ADS N-12.
- ☐ Rubber O-ring gasket pipe required.
- ☐ Tracer Wire: No. 12 AWG high strength, terminated by Copperhead Utility Locating System catchbasin.

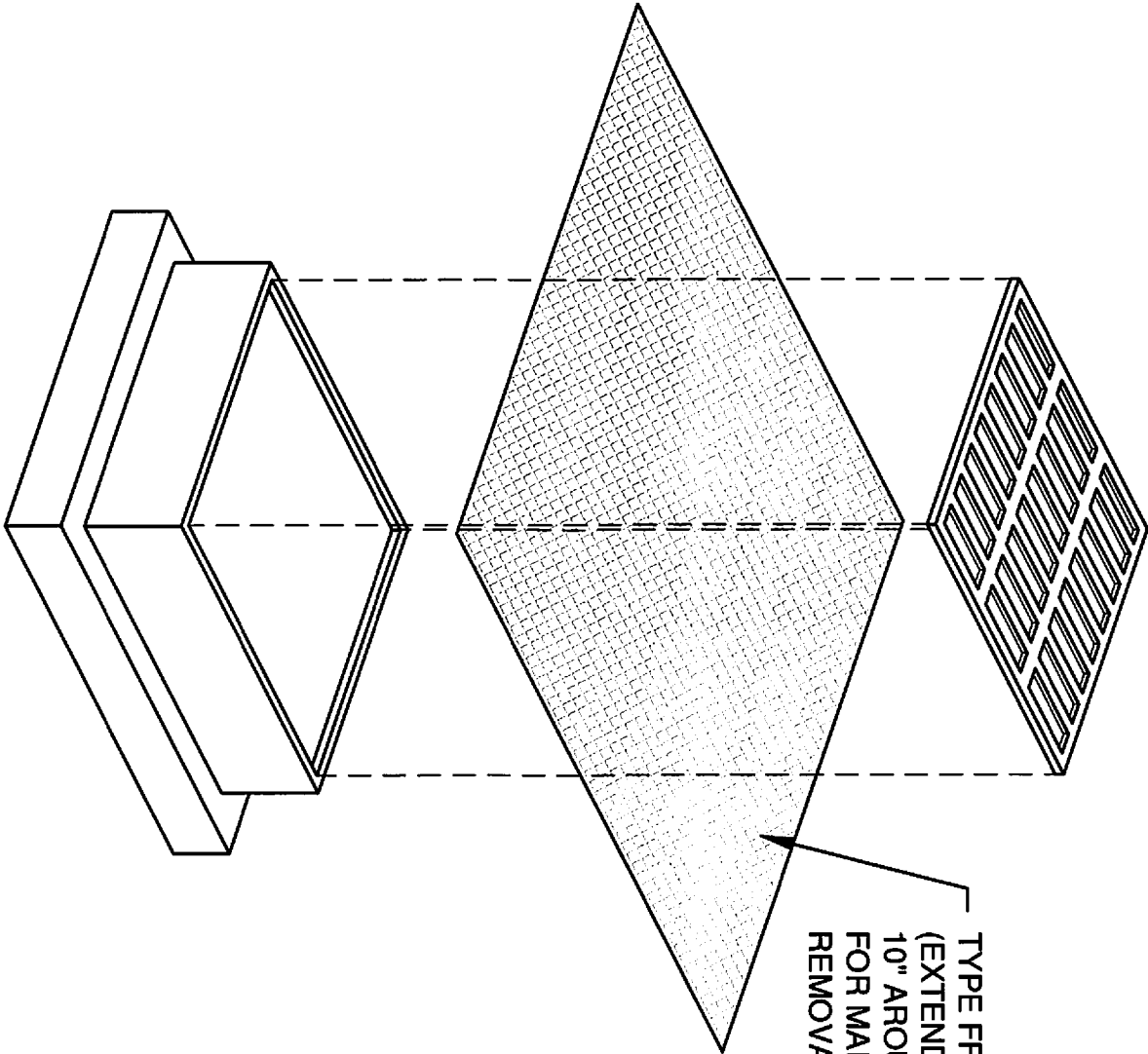
MANHOLE MATERIALS

- ☐ Design flat top slabs to resist H-20 loading.

Item 14.

REMOVED.

HOLES, OF 3". WHERE NECESSARY, CINCH THE USING PLASTIC ZIP TIES, TO ACHIEVE THE CLEARANCE, THE TIES SHALL BE PLACED WITH A MAXIMUM OF 4" FROM THE BOTTOM OF THE BA



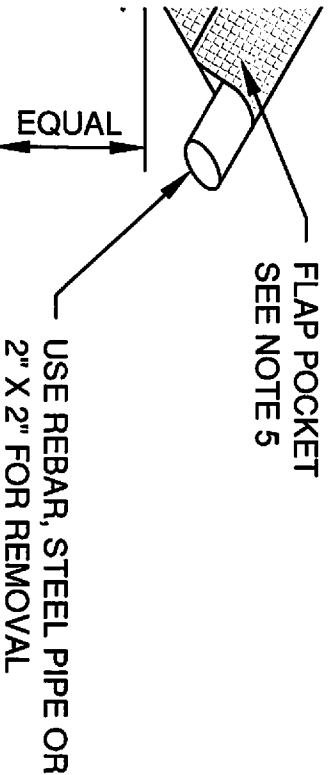
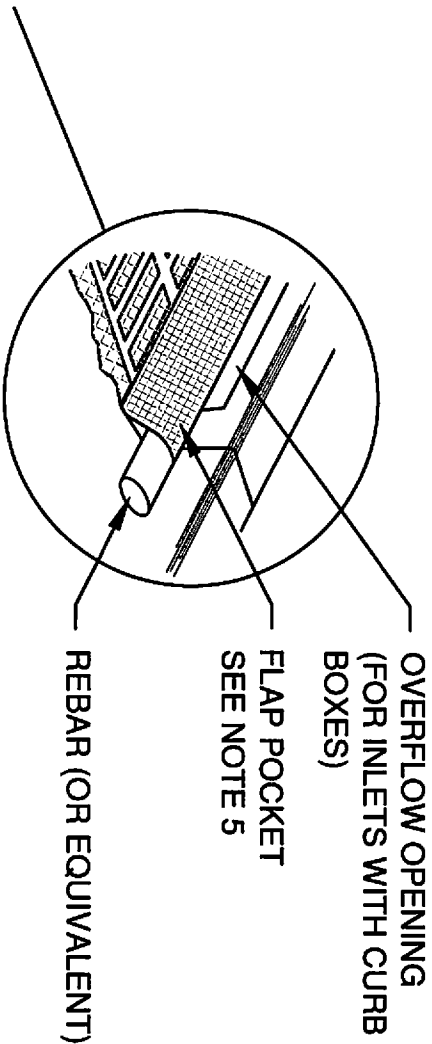
TYPE FF GEOTEXTILE FABRIC
(EXTEND FABRIC A MINIMUM OF
10" AROUND GRATE PERIMETER
FOR MAINTENANCE OR
REMOVAL)

LEN
DIMEN

FRONT LIFTI
SEI

MINIMUM DOUBLES
SEAMS ALL AROL
PIECES AND ON FLAT P

INLET PROTECTION, TYPE B
(WITHOUT CURRB BOX)

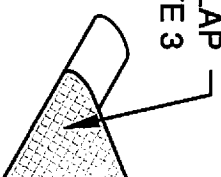


TAPER BOTTOM OF BAG TO
MAINTAIN 3.0" SEPARATION
BETWEEN THE BAG AND THE
STRUCTURE AT THE OVERFLOW
HOLES.

LENGTH AND WIDTH
DIMENSIONS SHALL BE
PER PLAN

SIDE FLAP
SEE NOTE 4

FRONT LIFTING FLAP -
SEE NOTE 3



INTERIOR FLAP STITCHING -

TYPE FF GEOTEXTILE FABRIC -
(FRONT, BACK AND BOTTOM TO
BE A SINGLE PIECE OF FF
FABRIC)

4" X 6" OPENINGS WITH ROUNDED
CORNERS SHALL BE HEAT CUT (CUT
HOLE ON EACH OF THE FOUR SID

Item 14.

CUTTED CADDIS TYPE

2. USE WELL GRADED COURSE AGGREGATE CONFORM GRADATION REQUIREMENTS

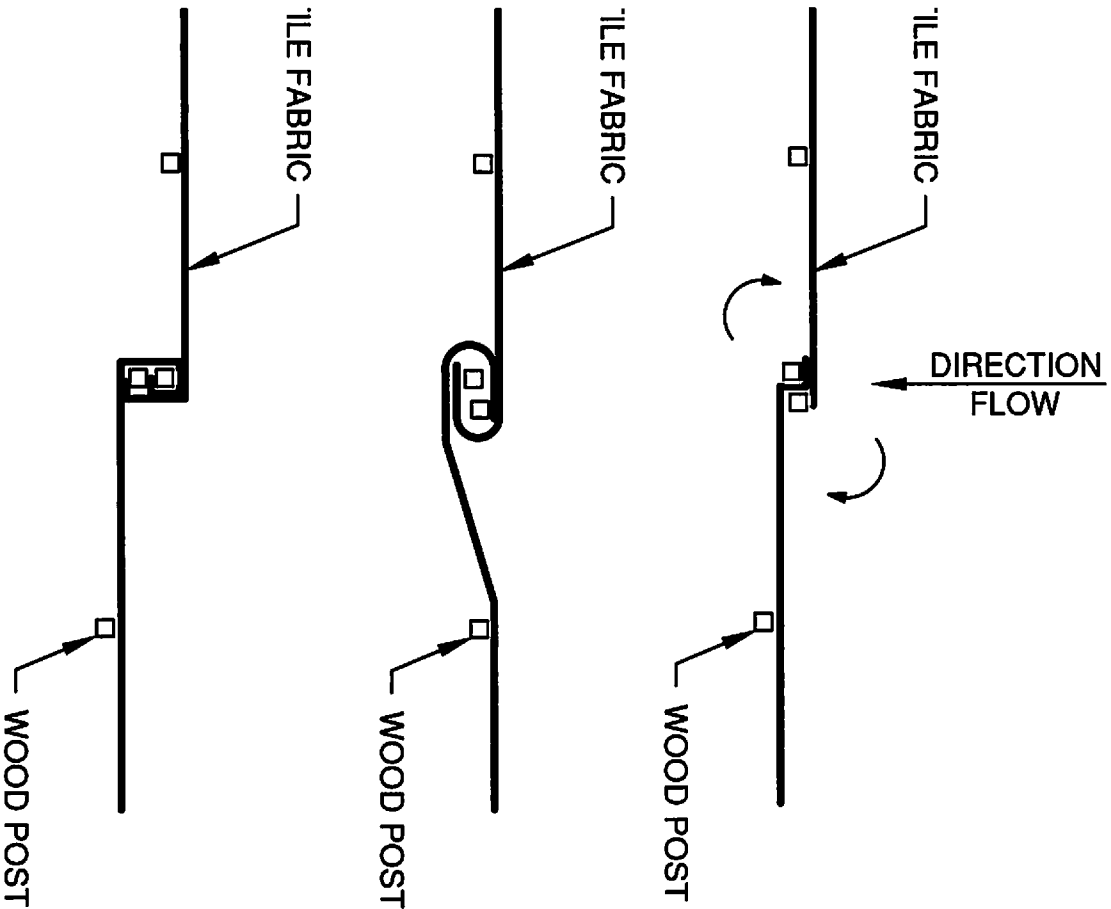
SIEVE SIZE	AASH
2 INCH (50 mm)	
1 1/2 INCH (37.5mm)	
1 INCH (25.0 mm)	
3/4 INCH (19.0mm)	
3/8 INCH (9.5mm)	
No. 4 (4.75mm)	
No. 8 (2.36mm)	

(1) SIZE No. ACCORDING TO AAST

RO

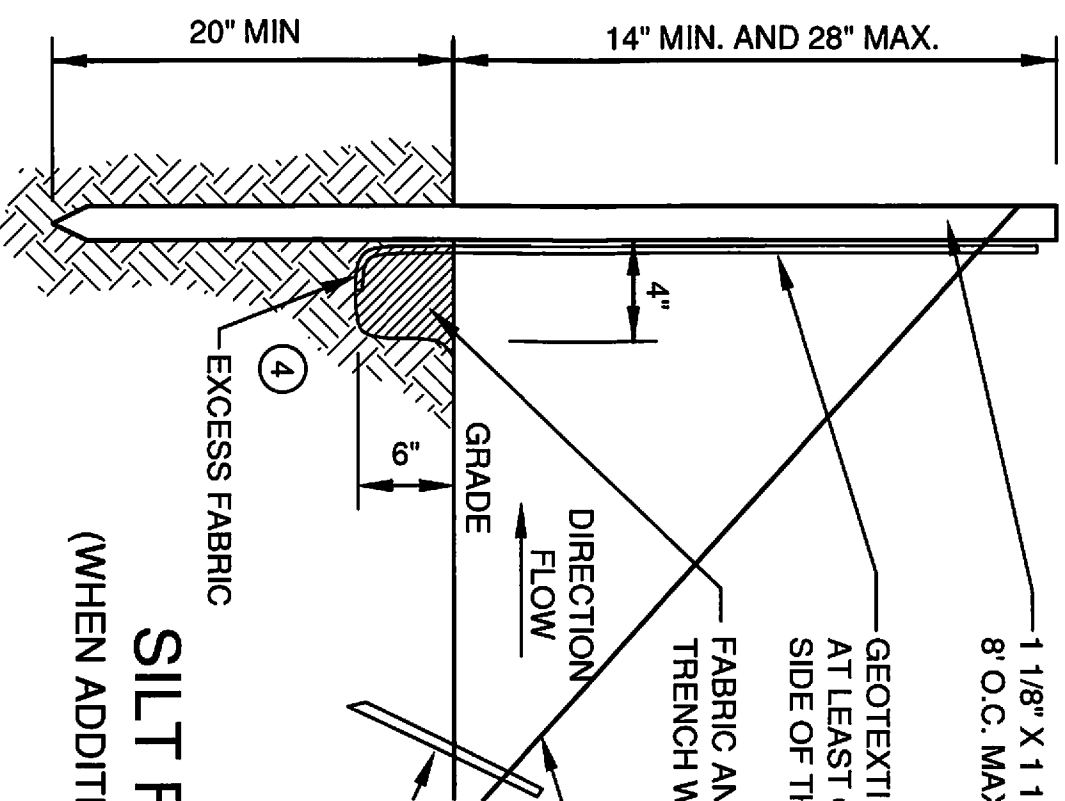
DITCH CHECK GENERAL NOTES:

1. DITCH CHECKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH WDNr TECHNICAL STANDARD 1062.
2. AT A MINIMUM, INSTALL ONE DITCH CHECK FOR EVERY 2 FEET OF VERTICAL DROP.



TWIST METHOD ^⑧

SILT FENCE DETAIL



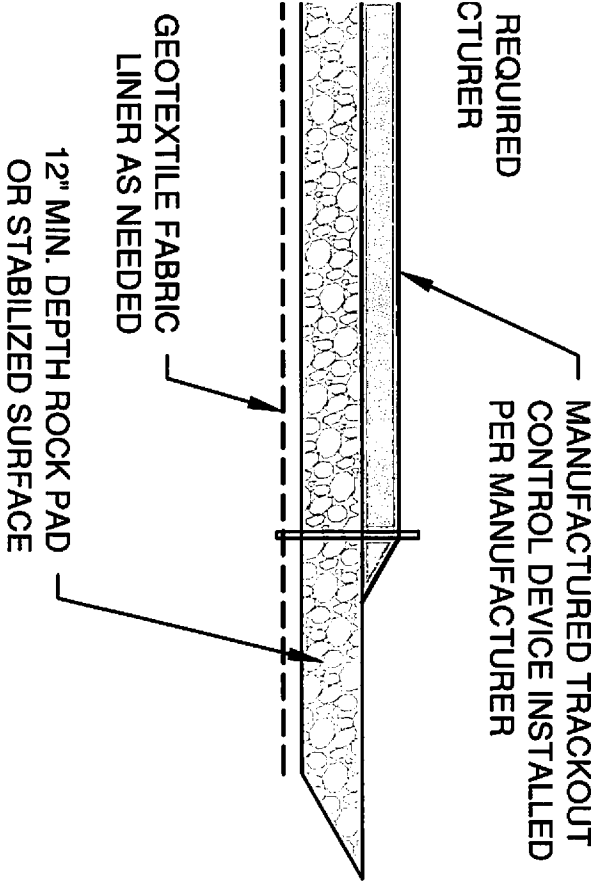
NOTE:
ADDITIONAL POST DEPTH OR BACKS MAY BE REQUIRED IN UNSTABLE SOILS.

EROSION CONTROL

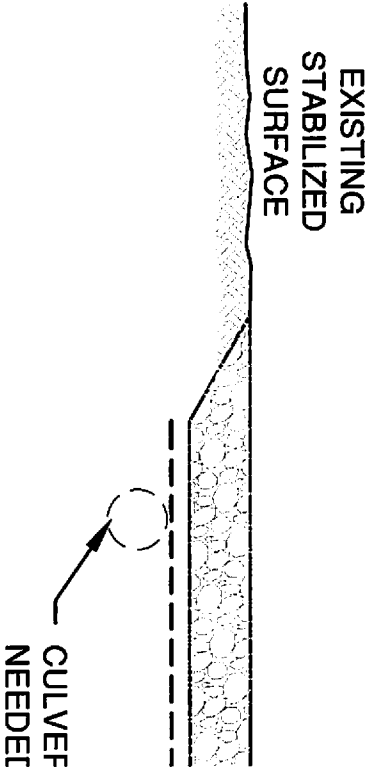
1. ANY SOIL STOCKPILED THAT REMAINS FOR MORE THAN 14 DAYS MUST BE MULCHING.



VIEW



VIEW



NOTES:

- 1. MANUFACTURER'S SPECIFICATIONS WHILE ALSO MEETING WIDTH DESCRIBED IN THIS TECHNICAL STANDARD.
- 2. TREATMENT PRACTICE.
- 3. BE ACCEPTABLE SUCH THAT RUTTING IS MINIMIZED AS PER TRACKOUT CONTROL DEVICE.
- 4. VEHICLES LOADING.

TRACKOUT CONTROL DEVICE. STONE TRACKING PAD RECOMMENDED. A 12\"/>

- 1. SLOPE THE STONE TRACKING PAD AT AN ANGLE OF 1:1.
- 2. SELECT FABRIC TYPE BASED ON SLOPE.
- 3. SELECT FABRIC TYPE BASED ON SLOPE.

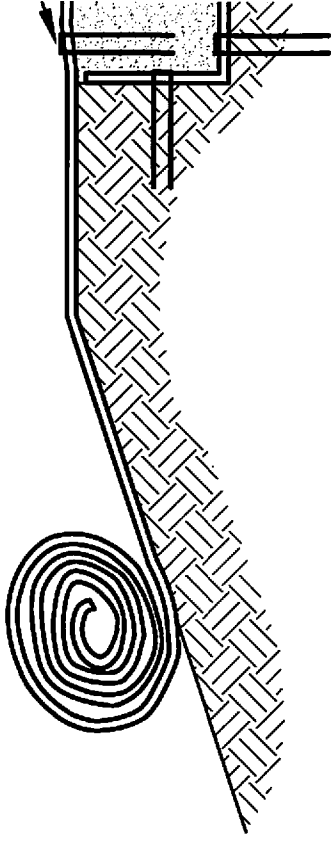
BLANKET TO
PROTECT

5'

FOR END ROLL OVERLAP,
SEE DETAIL 2, THIS SHEET

OPTIONAL SIDE SEAM OVERLAP,
SEE DETAIL 8, THIS SHEET

BLANKET TO EXTEND A
MINIMUM OF 3'-0"
BEYOND TOE OF SLOPE.
FOR BOTTOM OF SLOPE
TERMINATION, SEE
DETAIL 3, THIS SHEET



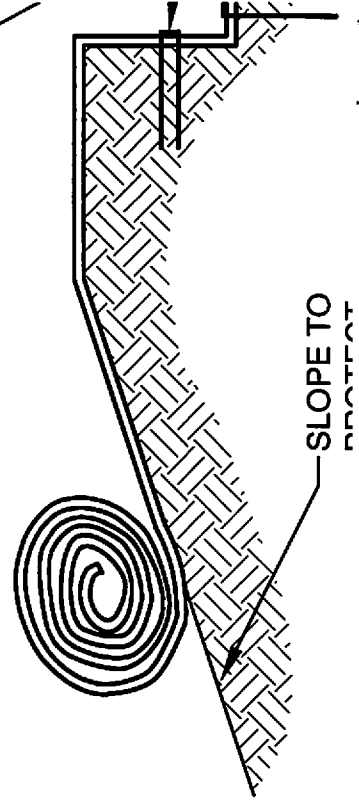
5'

SLOPE TRENCH METHOD "B"

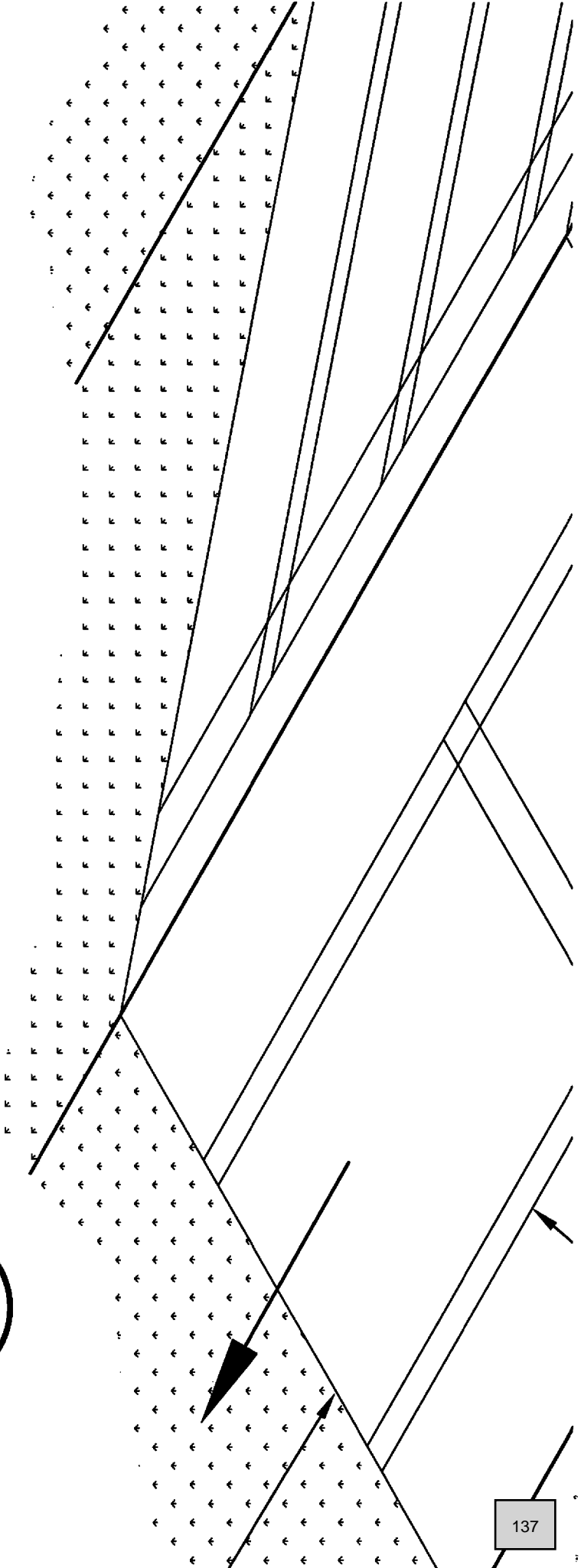
TRENCH APPROX.
10" WIDE x 8" DEEP

SLOPE TO
PROTECT

STAPLE 12" O.C. ALONG
BLANKET AT SLOPE
CHANGE

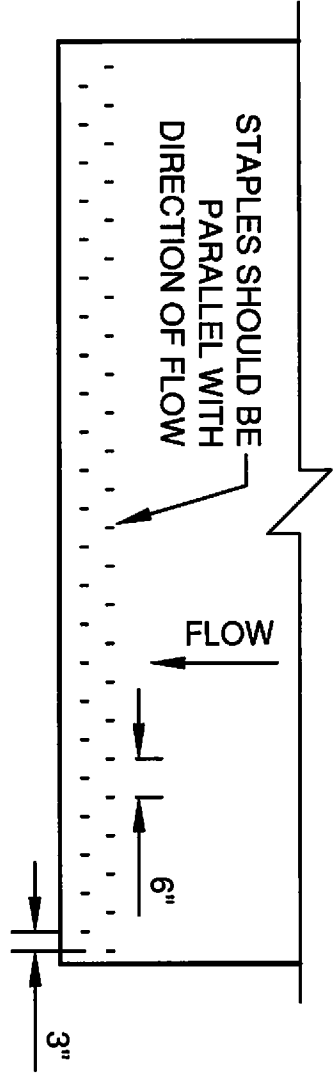
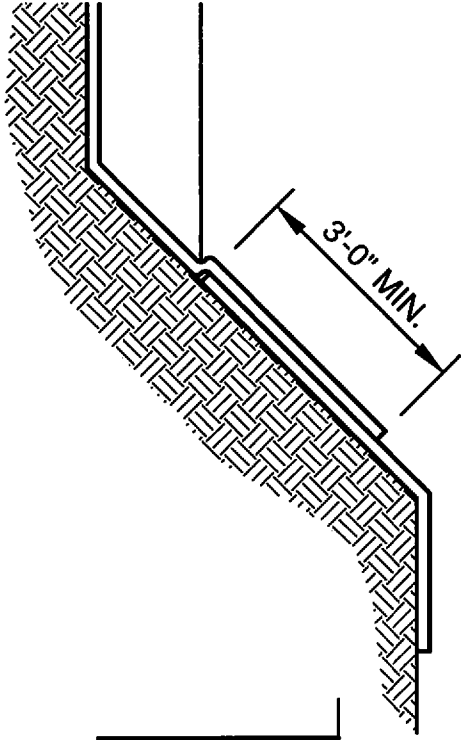


3'-0" MIN.



CHANNEL DETAIL

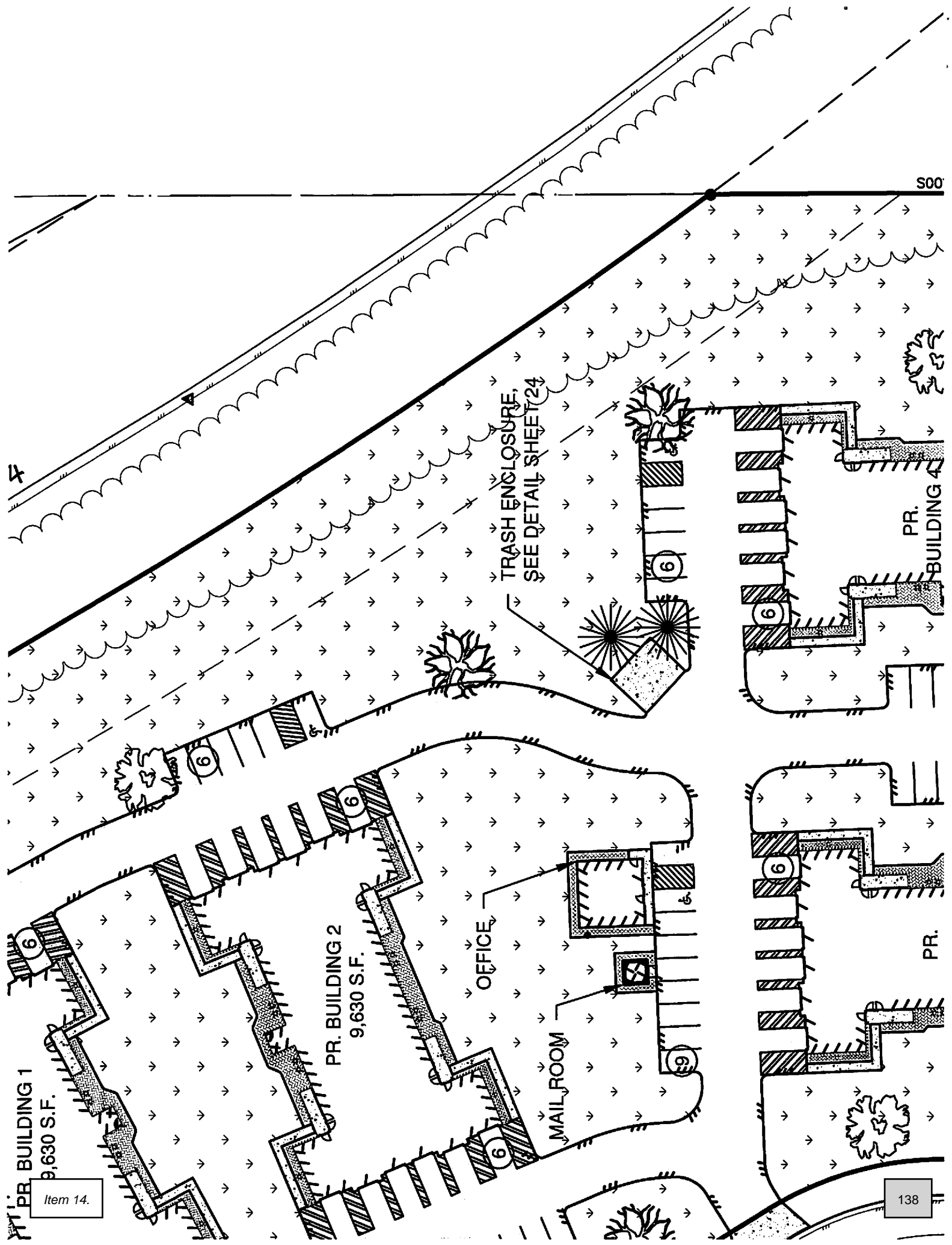
1
21



CHANNEL TERMINATION PLAN

4
21

2



PR. BUILDING 1
9,630 S.F.
Item 14.

PR. BUILDING 2
9,630 S.F.

TRASH ENCLOSURE,
SEE DETAIL SHEET 24

OFFICE

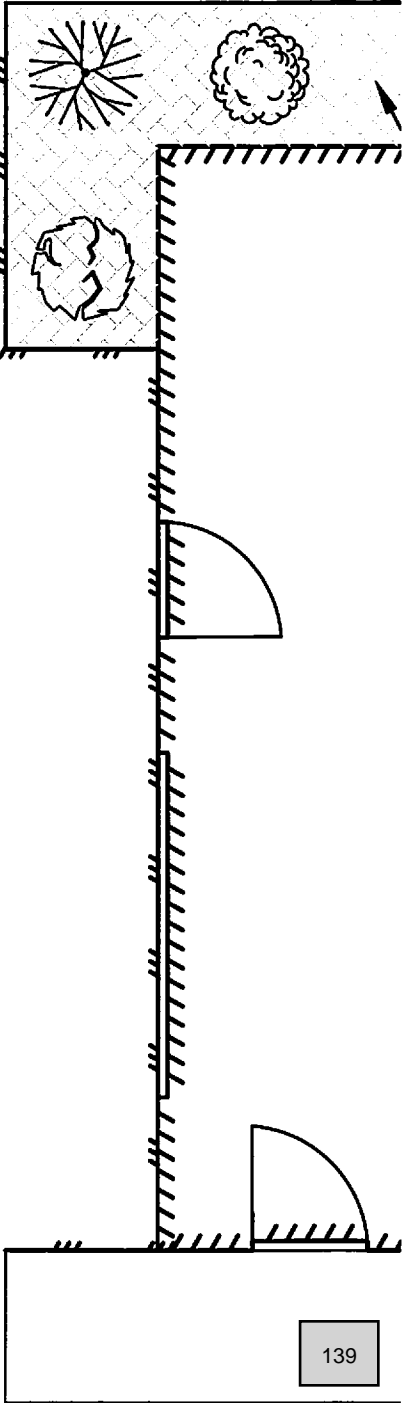
MAIL ROOM

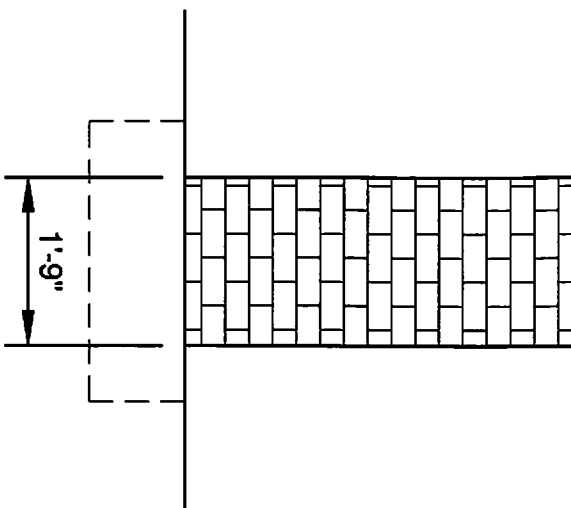
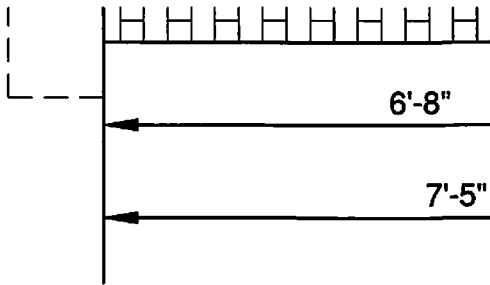
(6) 2' X 2' CONDENSER UNITS

1 1/2" DIA. DECORATIVE STONE
OVER WEED BARRIER

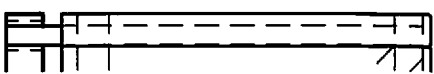
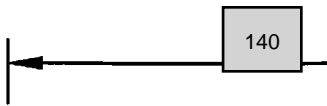
3.75'

DETAIL





SIDE VIEW



PRESSURE TREATED 2" X 6" ANGLE BRACE OVER 2" X 6" TOP AND BOTTOM RAILS

Item 14.

To: Common Council and CDA
From: John Weidl, City Manager
Date: 2/11/2025
Re: Strategic Use of Tax Increment Financing (TIF) to Support Housing Development in Whitewater

Executive Summary

Previously, the 2023 and 2024 Whitewater housing studies confirm an urgent need for multifamily housing to accommodate projected growth and address severe rental shortages. Tax Increment Financing (TIF) is explicitly recommended as a necessary tool to support this development, countering any claims that TIF is uncommon or unnecessary for multifamily housing.

Neighboring communities, particularly Waterford, have successfully used TIF for residential growth, setting a regional precedent. Waterford's use of TIF is extensive, covering multiple developments across different project types, including:

- GFK Properties Mixed-Use Development: A combination of commercial and residential space with TIF assistance covering roadway, water, and stormwater infrastructure improvements.
- Kindler-Romboy Residential Project: A multifamily housing project supported by TIF funding for site preparation and environmental remediation.
- Van Alstine Redevelopment: Conversion of underutilized land into new rental housing, with TIF offsetting land acquisition and public infrastructure costs.

These projects mirror the exact needs Whitewater faces, proving that TIF is a standard and effective financing tool for multifamily housing. Rejecting TIF for multifamily housing overlooks both the recommendations of our housing studies and successful regional precedents. Without it, Whitewater risks continued housing shortages and missed economic opportunities.

Waterford's Use of TIF: A Blueprint for Whitewater

Waterford has successfully deployed TIF across multiple residential projects, providing a clear model for Whitewater to follow.

1. GFK Properties Mixed-Use Development

Project Scope: Mixed-use development with commercial and multifamily residential units.

TIF Assistance: Funded road extensions, stormwater management, and public utilities, making the project financially feasible.

Outcome: Expanded housing and commercial space, increasing Waterford's tax base.

2. Kindler-Romboy Residential Development

Project Scope: Multifamily housing project designed to address rental demand.

TIF Assistance: Covered site preparation, demolition of obsolete structures, and infrastructure upgrades.

Outcome: Created new rental housing in a previously underutilized area, directly boosting housing availability.

3. Van Alstine Redevelopment

Project Scope: Transforming an underused site into modern rental apartments.

TIF Assistance: Helped offset land acquisition and public infrastructure costs, making the development viable.

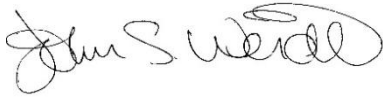
Outcome: Provided badly needed rental units, aligning with Waterford's housing strategy.

Conclusion

Whitewater has a critical decision to make. We can proactively use TIF to support much needed non-student multifamily housing development, following the successful approach taken by Waterford. Or we risk continued housing shortages and increasing rental rates that drive residents and businesses elsewhere.

TIF for multifamily housing is not just an option—it is a proven, necessary tool. The housing studies commissioned by the city confirm its importance, and Waterford's success demonstrates its effectiveness in fostering sustainable growth. To expand our housing supply, attract new residents, and strengthen Whitewater's economic foundation, we must implement a structured, strategic TIF policy that ensures long-term success.

Warmest Regards,



John S. Weidl, City Manager

**FIRST AMENDMENT TO DEVELOPMENT
AGREEMENT FOR
GKF PROPERTIES LLC**

Document Number

Document Title

Document # **2677201**
RACINE COUNTY REGISTER OF DEEDS
May 21, 2024 2:38 PM

Karie Pope

KARIE POPE
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

****The above recording information verifies
this document has been electronically recorded****
Returned to Terry & Nudo, LLC
Pages: 4

LEGAL DESCRIPTION


South line of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 36; thence South $87^{\circ}8'45''$ West, along the said South line, 246.1 feet to a point; thence North 874.5 feet, more or less, to a point in the Southwest corner of lands described in Deed recorded in the Office of the Register of Deeds for Racine County, Wisconsin, in Volume 613 on Page 541; thence East 212.05 feet to the Southeast corner of lands described in Deed recorded in the Office of the Register of Deeds aforesaid, in Volume 540 on Page 117; thence North, along the East line of lands described in said Deed in Volume 540 on Page 117, 182.5 feet to the center line of Highway "K" and the place of beginning. EXCEPTING THEREFROM lands described in Warranty Deed in Volume 1137 on Page 577 and FURTHER EXCEPTING THEREFROM lands described in Warranty Deed in Volume 1349 on Page 293, and EXCEPTING streets and highways. Said land being in the Village of Waterford, County of Racine and State of Wisconsin.

Return to:

Todd A. Terry, Attorney at Law
TERRY & NUDO, LLC
600 52nd Street, Ste. 320
Kenosha, WI 53140

191-04-19-36-028-000
Tax Parcel No.

DRAFTED BY:

 TERRY & NUDO, LLC

Todd A. Terry, Attorney at Law
SBN: 1047175

600 52nd Street, Suite 320
Kenosha, WI 53140

Telephone: (262) 842-2338

Facsimile: (262) 584-9949

Email: Todd@LawMidwest.com

FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT FOR
GFK PROPERTIES, LLC

This First Amendment to Development Agreement for GFK Properties, LLC ("First Amendment") is made and entered by and between the Village of Waterford, a Municipal Corporation in the State of Wisconsin, located in the County of Racine, State of Wisconsin (hereinafter referred to as the "Village") and GFK Properties, LLC (hereinafter referred to as "Developer").

RECITALS

GFK Properties, LLC ("Developer") and the Village entered into that certain Development Agreement for GFK Properties, LLC dated October 9, 2023, and recorded in the Register of Deeds Office for Racine County on October 12, 2023, as Document No. 2664168 - the "Development Agreement") regarding the development of certain lands located in the Village of Waterford, Racine County.

The Village and Developer desire to - amend the Development Agreement - effective upon the date hereof to -redefine the Tax Credit as hereinafter set forth and otherwise as follows.

TO BE ADDED TO RECITALS:

WHEREAS, GFK Properties, LLC is now ready for Phase II, comprised of a second 12 unit apartment building; and,

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Development Agreement as follows:

Section 36: RIGHT OF FIRST REFUSAL TO PURCHASE LOT 2 OF THE DRAFT CSM IN APPENDIX B shall be deleted and replaced with the following:

Upon the creation of TID #3 and subsequent actions to create improvements on parcel 191-041936030000 on 7th St. in Waterford, WI in the creation of 2 separate buildings, consisting of 12 apartment units each, and assessed for at least at \$2,000,000 (two million dollars) each in value, the Village hereby grants the following incentive for development:

The property owner will receive 50% of the tax increment created (SUBJECT TO THE TERMS CONTAINED IN SECTION 37 OF THIS AGREEMENT) from improvements made on parcel

191041936030000 for development of 2 separate apartment buildings, consisting of 12 apartment units each on 7th St. in Waterford WI, up to a total incentive value of \$300,000 (three hundred thousand dollars). Qualified payments will be made annually by the Village to the property owner (not until, and after successful completion and occupancy of all 24 units by December 31, 2025), and the incentive shall run with the property, not with the Developer. The Village will make payment on or about May 15 of each year, in an amount of 50% of the tax increment paid by the property owner as a TID #3 incentive for development that would not occur if it were not for this incentive. The Village will continue to make annual payments to the property owner until the total incentive value of \$300,000 has been paid to the property owner, or until such time that the TID #3 expires. The property owner will only be eligible to receive this incentive if all terms of this development agreement are complied with, along with all applicable Village Ordinances.

GFK PROPERTIES, LLC

IN WITNESS WHEREOF, the Developer has caused this First Amendment to the Development Agreement to be signed this 15 day of May, 2024.

GFK PROPERTIES, LLC, a Wisconsin limited liability company

By: [Signature]
Garett Foat, Member

By: [Signature]
Kyle Foat, Member

STATE OF WISCONSIN)
) ss
COUNTY OF RACINE)

Personally came before me this 15 day of May, 2024, the above-named Garett Foat and Kyle Foat, known to be the sole members of GFK Properties, LLC, and acknowledge that they executed the foregoing instrument in such capacity.



[Signature]
Notary Public, State of Wisconsin
My Commission expires: 10.2.25

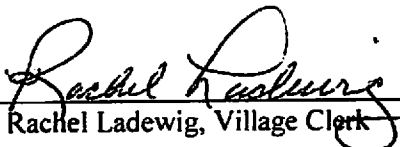
VILLAGE OF WATERFORD

IN WITNESS WHEREOF, the Village of Waterford has caused this First Amendment to the Development Agreement to be signed this 13th day of May, 2024.

VILLAGE OF WATERFORD

By: 
Don Houston, Village President

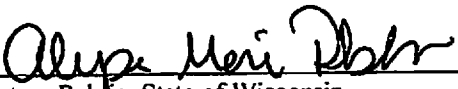
ATTEST:

By: 
Rachel Ladewig, Village Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF RACINE)

Personally came before me this 13th day of May, 2024, the above-named Don Houston and Rachel Ladewig, Village President and Clerk, respectively, of the Village of Waterford, and acknowledge that they executed the foregoing instrument as the agreement of said Village by its authority.




Notary Public, State of Wisconsin
My Commission expires: 10.2.25

DEVELOPMENT AGREEMENT

Document Number

Document Title

Document # **2535761**
RACINE COUNTY REGISTER OF DEEDS
November 08, 2019 12:13 PM

Connie C. Madsen

CONNIE COBB MADSEN
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

**The above recording information verifies
this document has been electronically recorded**
Returned to Guttormsen & Terry, LLC
Pages: 28

Return to:

Attorney Todd A. Terry
Guttormsen, Terry & Nudo, LLC
4003 80th Street, Suite 101
Kenosha, WI 53142

191-04-19-36-034-000
Parcel Identification Number

1 **DEVELOPMENT AGREEMENT**

2 **For**

3 **Van Homes LLC, Paul Van Alstine and Dawn Van Alstine**

4 **Lot 2, CSM 2713 6th ST.**

5
6 **THIS AGREEMENT** is made and entered into this 14th day of October, 2019, by and between
7 the Village of Waterford, Racine County, Wisconsin, a municipal corporation ("Village"), and Van Homes LLC,
8 Paul Van Alstine and Dawn Van Alstine for a site on an unaddressed parcel on 7th St. ("Developer").
9

10 **RECITALS**

11 **WHEREAS**, the Developer is the owner of certain property located in the Village of Waterford at 169-199 7th St
12 consisting of one parcel as shown on the attached plans, comprising approximately 1.959 acres ("Property"),
13 designated as Property Identification Numbers: 191-041936034000.
14

15 **WHEREAS**, the Property is zoned R-3 Multifamily Residential District and is depicted on the attached
16 Exhibits and;
17

18 **WHEREAS**, the parties mutually desire to establish fair and reasonable terms, conditions and
19 requirements required by the Village for Development of the Property;
20

21 **AGREEMENT**

22
23 **NOW, THEREFORE**, in consideration of the Recitals, the covenants and agreements set forth herein, and
24 for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the
25 parties hereby agree as follows:
26

27 **SECTION 1. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

28 The Developer makes the following representations and warranties which the Village may rely upon in entering
29 into this and all other agreements with Developer and upon which the Village may rely in granting all approvals,
30 permits and licenses for the Development Project and in executing this Development Agreement and
31 performing its obligations hereunder:
32

- 33 1. Developers are adult residents of the State of Wisconsin, or persons doing substantial business within
34 the State of Wisconsin.
35
36 2. The execution, delivery and performance of this Development Agreement and the consummation of the
37 transactions contemplated hereby have been duly authorized and approved by the Developer, and no
38 other or further acts or proceedings of the Developer are necessary to authorize and approve the
39 execution, delivery and performance of this Development Agreement and the matters contemplated
40 hereby. This Development Agreement, and the exhibits, documents and instruments associated
41 herewith and made a part hereof, have been duly executed and delivered by the Developer and
42 constitute the legal, valid and binding agreement and obligation of the Developer, enforceable against
43 it in accordance with their respective terms, except as the enforceability thereof may be limited by
44 applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors'
45 rights generally, and by general equitable principles.
46
47 3. There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer
48 that may in any way jeopardize or materially and adversely affect the ability of the Developer to perform
49 its obligations hereunder.
50

Van Homes 169-199 7th St Deer trail Condos. Development Agreement

4. The Developer has at this time, and will have so long as this Development Agreement continues in effect, project-financing commitments sufficient to provide available funds for the completion of the Developer's obligations under this Development Agreement. The developer shall provide evidence that those commitments exist upon the signing of this agreement.
5. The Developer shall provide written evidence that he has obtained all necessary equity and debt financing committed to fully fund all of its obligations and building construction identified hereunder and has performed and complied with all conditions, covenants and agreements as required by the debt financing.
6. The Developer represents that he will make every effort to seek bids from Waterford contractors, suppliers, trades, banks and building materials suppliers to finance and construct the project. The TID credit established in Section 36 describes this more fully.

SECTION 2. ZONING APPROVALS

1. The property is presently unoccupied and is located in R-3. The Village agrees, subject to the approval by the Developer of this agreement, that the property will receive a Zoning Permit as per the requirements of Chapter 245 of the Village's Municipal Code, as well as Section 245-77 of the Municipal Code. The Developer agrees that the primary standard to be met for the issuance of the Zoning permit is the operation of a 16 Condo Units.
2. The Developer agrees to comply with all of the requirements of Municipal Code that relate to zoning landscaping, lighting, architecture, traffic, parking, fire and the building codes.
3. The developer agrees to comply with the architectural feature determinations made by the Plan Commission upon their review, which shall be generally consistent with the approved plans and drawing as specified in this Development Agreement. The Village Administrator is authorized to grant amendments to the plans submitted as "in field changes" only if he finds them to be necessary for the project.
4. The Developer agrees to build the project represented on the various attachments listed below. The Village acknowledges that the exact locations of interior walls and room sizes may vary from the attached drawings. The building and project in all its phases shall be constructed as is kept on file in the office of the Village of Waterford.

SECTION 3. PROJECT PHASING

1. The Developer acknowledges that the time period of validity for the Zoning Permit is for a period of 36 months from the date of Issuance, and may be extended in additional 36 month increments at the discretion of the Village Administrator.
2. The developer acknowledges that the time period for a building permit is under the control of the building inspector.
3. The project consists of 2 buildings. Developer will apply and pay for for all permits for Building 1 before commencement of construction. Developer will be allowed to receive a building permit for Building 2 by paying building permit fees only. Impact fees due on Building 2 are due at time of issuance of an occupancy permit for Building 2.

SECTION 4. OCCUPANCY PERMITS

It is expressly understood and agreed that no occupancy permits shall be issued for the development until the Village has determined that:

1. The Developer agrees that no occupancy permit will be granted by the Village until construction is completed as shown on the site, architecture, landscaping, parking, lighting, utilities and stormwater plans.
2. The Developer has paid in full all permit fees, impact fees, connection fees and reimbursement of administrative costs as required and in effect at the time of this agreement.
3. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.
4. The Developer is not in default of any aspect of this agreement.
5. As a condition for the issuance of occupancy permits for each phase, all aspects of the project must be in compliance with all applicable fire and building codes, as well as all applicable codes and regulations.

SECTION 5. RESERVATION OF RIGHTS AS TO ISSUANCE OF ZONING PERMITS

The Village reserves the right to withhold issuance of some or all zoning, building and occupancy permits if Developer is in violation of this agreement. The developer acknowledges that the issuance of building permits and fire sprinkler permits and related inspection compliance is not under the control of the Village.

SECTION 6. PUBLIC IMPROVEMENTS

All public improvements will be approved and installed in accordance with approval of the Village's engineers. All public improvements, at the time of issuance of an occupancy permit, shall be deemed property of the Village, unless items are noted as outstanding and to be completed according to notes of the Village's engineers.

A. PUBLIC STREETS AND SIDEWALKS

The Developer hereby agrees that:

1. Reserved.
2. The Developer agrees that all construction access to the property shall be off 7th St. The Developer shall have ultimate responsibility for cleaning up all mud, dirt, stone or debris on public streets during construction. The Village shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, to clean up the same or to hold the developer who hired the contractor responsible. The Developer owner shall use its best efforts to clean up the streets within twenty-four (24) hours after receiving a notice from the Village. If the mud, dirt, stone or debris is not cleaned up after notification, the Village will do so at the Developer's expense, at the option of the Village. Developer may park construction vehicles that do not block traffic along 7th st in front of the development site.

B. SURFACE AND STORM WATER DRAINAGE

The Developer hereby agrees that:

1. Prior to the start of construction of improvements, the Developer shall provide to the Village written certification from the Developer's Engineer that all surface and storm water drainage facilities and erosion control plans are in conformance with all federal, state, county and Village regulations,

Van Homes 169-199 7th St Deer trail Condos. Development Agreement

guidelines, specifications, laws and ordinances, and written proof that the Village Engineer has reviewed and approved the plans.

2. The developer shall provide written approval by the Wisconsin Department of Natural Resources that the storm water management plan meet all NR 151 and NR 216 requirements and/or other DNR requirements that may be promulgated.

3. The Developer shall construct, install, furnish and provide adequate facilities as specified in the attached drawings for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and the existing flow from adjacent properties, in accordance with all plans and specifications, and all applicable federal, state, county and Village regulations.

4. The Developer agrees that the site grading and construction of surface and storm water drainage facilities for the property in general shall be completed and accepted by the Village before any occupancy permits are issued for the building. The Village will not accept the surface and storm water drainage system until the entire system is installed in accordance with plans and specifications to the reasonable satisfaction of the Village Administrator.

5. Parking and walkway areas may be constructed of semipermeable paving where practical.

C. GRADING, EROSION AND SILT CONTROL

The Developer hereby agrees that:

1. Prior to commencing site grading and execution, the Developer shall provide to the Village written certification from the Developer's Engineer that the plan, once implemented, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources and or the Department of Commerce and written proof that the Wisconsin Department of Natural Resources and or the Department of Commerce and the Army Corps of Engineers, if applicable, have approved the plans.

2. The Developer shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the Village Engineer, the Wisconsin Department of Natural Resources, and or the Department of Commerce and Army Corps of Engineers, if applicable.

D. LANDSCAPING AND SITE WORK:

The Developer hereby agrees that:

1. The Developer shall preserve existing trees, shrubbery, vines, and grasses not actually lying on the drainageways, building foundation sites, driveways and parking lots by use of sound conservation practices as shown on the attached plan. Developer shall install new plantings according to the terms and conditions of the attached landscaping plan. Trees and shrubs should contain edible fruit and nut bearing species for at least 50% of plantings.

Van Homes 169-199 7th St Deer trail Condos. Development Agreement

2. The Developer, as required by the Village, shall remove and lawfully dispose of building foundation materials, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish. The Village shall require the Developer's contractor, who is responsible for the debris, to clean up the same and recycle all material or dispose of at a local recycling facility. Specific construction debris that shall be recycled shall include, but not be limited to lumber, aluminum, pallets, shingles and cardboard. The developer shall have ultimate responsibility for cleaning up debris that has blown from building under construction. The Developer and/or subject contractor shall clean up the debris within forty-eight (48) hours after receiving a notice from the Village. If the debris is not cleaned up after notification, the Village will do so at the Developer's and/or subject contractor's expense.

3. Landscaping, construction of rain gardens for the building and removal of unwanted items, will be completed and certified as complete by the Village for the project. Any plants, trees or other screening vegetation required by the development agreement shall be maintained and replaced while the development agreement is in effect.

E. SIGNAGE, STREET SIGNS AND TRAFFIC CONTROL

1. The Developer shall provide all traffic signage deemed necessary by the Village in connection with construction and demolition. The Developer and Developer's Contractors shall not occupy parking on 7th St. during the construction and demolition period. The Developer and Developer's Contractors shall not obstruct traffic for more than 3 minutes without giving prior notice to the Village during the construction and demolition period; the Village will grant permission and schedule traffic obstructions for a duration of longer than 3 minutes for a time of day that will minimize the obstruction.

3. The Developer acknowledges that business related signage is not part of this approval and must be applied for and approved separately. Also that any representation of business signage on the plan sheets is representative only and not approved as part of this agreement.

F. WATER MAIN AND SANITARY SEWER MAIN SYSTEM

The Developer hereby agrees that:

1. The improvements shall be constructed in accordance with the following specifications.

- a. Village of Waterford Engineering Design Manual, most recent edition.
- b. Standard Specifications for Sewer and Water Construction in Wisconsin, Fifth Edition, March 1, 1988, and as amended January 1, 1992.
- c. The Wisconsin Construction Site Best Management Practice Handbook for Erosion Control.
- d. State of Wisconsin, Department of Transportation Standard Specifications for Highway and Structure Construction, 1996 and supplemental specifications or the most recent edition.

2. A sewer and water plan should be submitted to the Village Utility Department that shows where every water service line and sanitary line runs, the location of all water meters, calculations on sanitary fixture units for each metered location to enable the Utility Department to determine the impact and hook-up fees. The Developer shall install the sanitary and water connections to the Village system in accordance with the plans and specifications Sheet on file in the Village Administrator's office.

3. The developer agrees to do all the public and private infrastructure construction according to the Village's various codes including but not limited to the Utility Code, Land Division Code and the Design Standards. Upon completion of all construction the developer shall provide the Village with "as built" plans. The developer agrees that all underground piping regardless of type or location shall be marked

with locating wire according to accepted standards. The developer agrees that all improvements within the public right-of-way or public easements shall be inspected by Village inspectors at the developer's expense.

G. ADDITIONAL IMPROVEMENTS

Not applicable.

SECTION 7. SITE SPECIFIC REQUIREMENTS

1. The Developer shall maintain continuous access around the building and to any fire hydrants as required by the current Zoning Code as directed by the Fire Department and Water Utility.

2. The developer agrees to bury all electric, telephone and cable television lines from existing wooden poles to the building.

3. The lighting plan shall not allow any light trespass at the property line in excess of the standards set forth in Section 245. The lighting contractor shall provide written verification of compliance before occupancy shall be granted. All pole lighting taller than eight feet in height shall conform in style to the Village standard pole and luminaire.

4. The liquid propane tanks shall be buried in a location approved by the Fire Department. The tanks and line locations shall be registered with Racine County.

5. The Village agrees that the general contractor shall be allowed a temporary construction sign on the property equal to 36 square feet per side per the requirements of Section 245 of the Code.

SECTION 8. TIME OF COMPLETION OF IMPROVEMENTS

The improvements set forth in Section 3 above shall be completed by the Developer in total within the specific time limits from the date of the date of this agreement being signed except as otherwise provided for in this agreement.

SECTION 9. FINAL ACCEPTANCE

The Village's engineer and administrator shall have joint responsibility of acceptance of any public improvements, and no occupancy permit shall be issued until such acceptance is granted.

SECTION 10. DEDICATION OF IMPROVEMENTS

All improvements requested by the Village for public purposes shall be deemed dedicated to the public upon completion of the project and issuance of an occupancy permit for any part of all of the project. Rights of way, water, sanitary sewer, storm sewer, roads, public water stations, public sidewalks, paths and any other depicted public improvement made by Developer shall be deemed a part of this section.

SECTION 11. ACCEPTANCE OF WORK AND DEDICATION

Acceptance of work shall be made by the Village's Engineers and Village Administrator. Dedication shall be deemed complete on the issuance of any occupancy permit.

SECTION 12. APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER

The ultimate responsibility for the proper design and installation of sewer facilities, water facilities, drainage facilities, landscaping and all other improvements are upon the Developer. The fact that the Village or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a waiver, or relieve the

Developer from the ultimate responsibility for the design, performance and function of the development and related infrastructure.

SECTION 13. GUARANTEES OF IMPROVEMENTS

Van Homes, LLC, Paul Van Alstine, Dawn Van Alstine, their heirs, assigns, and any legal entities under their control guarantee the terms of this development agreement. Any failure to complete the improvements, public and private as described in this agreement, shall be personally guaranteed and guaranteed against the value of the property as a special assessment against the property.

Developer will place pledge TID credit described in Section 36 and 37 of this agreement as surety of installation of all landscaping and public improvements. Developer waives claim to an occupancy permit to building 2 in the event that landscaping, public and private improvements are not installed in accordance with the plans.

SECTION 14. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS

Village is not responsible for making improvements to this site. Any utilities shown on the plans as public will become the responsibility of the Village upon successful completion, certification by the Village's engineers, and dedication to the Village.

SECTION 15. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVAL OF CERTIFIED SURVEY MAP N/A

SECTION 16. CONSTRUCTION PERIOD FINANCIAL GUARANTEE

The Developer agrees to secure personally and against the real property subject to this development agreement that is described herein to ensure that the items described in this development agreement are completed.

SECTION 17. NOISE AND HOURS OF OPERATIONS

1. The Developer shall make every effort to minimize noise, dust and similar disturbances, recognizing that the project is located near existing residences. The project construction or demolition shall only occur between the hours of 7:00 a.m. and 7:00 p.m., during weekdays and Saturdays. Grading, excavation, blasting, demolition, roadway construction or underground utility construction shall only occur between the hours of 8:00 a.m. and 8:00 p.m., during weekdays and Saturdays except in cases of urgent necessity in the interest of public health and safety. If the Village Administrator determines that, the public health and safety will not be impaired by these activities he/she may grant permission for such work to be done during other hours on application being made at the time the permit for the work is awarded or during the progress of the work. Blasting mats, or other established method, shall be used to prevent flying debris resulting from the blasting operation. Not less than 24 hours before blasting, the Developer and Contractor shall notify in writing all residences and businesses near the work of the Contractor's intent to blast. A copy of the written notice shall also be delivered to the Village.

SECTION 18. CONDITIONS OF ALL OBLIGATIONS OF THE PARTIES UNDER THIS DEVELOPMENT AGREEMENT

As a condition to each and all of the covenants, agreements and other obligations of the Village under this Development Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Development Agreement:

- a. All representations and warranties of the Developer set forth in this Development Agreement and in all agreements expressly referred to herein shall at all times be true, complete and correct;
- b. All covenants and obligations of the Developer under this Development Agreement are duly and substantially performed, observed, satisfied and paid, when and as required herein;
- c. No event of default has occurred, or with the giving of notice or lapse of time would occur;

- d. There is no material adverse change in the financial condition of the Developer, which might impair its ability to perform its obligations under this Development Agreement.

SECTION 19. DEFAULT/REMEDIES

1. An event of default ("Event of Default") is any of the following:
- A failure by the Developer to cause substantial completion of the Development Project or any part thereof to occur pursuant to the terms, conditions and limitations of this Development Agreement; a failure of either party to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Development Agreement within thirty (30) days of notice of the failure to the Developer;
 - A failure by the Developer to pay any amount or when and as due to the Village within ten (10) days of notice of such failure to the Developer;
 - The Developer becomes insolvent or is the subject of bankruptcy, receivership or insolvency proceedings of any kind; or
 - The dissolution or liquidation of the Developer, or the commencement of any proceedings therefore.
2. Whenever an Event of Default occurs and is continuing, the non-breaching party may take any one or more of the following actions without waiving any rights or remedies available to it:
- Immediately suspend its performance under this Development Agreement from the time any notice of an event of default is given until it receives assurances from the breaching party deemed adequate by the non-breaching party, that the breaching party will cure its default and continue its due and punctual performance under this Development Agreement; or
 - Commence legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the breaching party under this Development Agreement.
 - Perform or have performed all necessary work in the event the non-breaching party determines that any Event of Default may pose an imminent threat to the public health or safety, without any requirement of any notice whatsoever. In the event of a default by the Developer, the Village may use and apply all or any portion of the bond provided by the Developer under Section 16 above to cure such default.
3. No remedy or right conferred upon or reserved to a party in this Development Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Development Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.
4. In the event any warranty, covenant or agreement contained in this Development Agreement should be breached by a party and thereafter waived by the other, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.
5. Whenever any Event of Default occurs and a party incurs attorney's fees, court costs and other such expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the other herein contained, the prevailing party shall be reimbursed the actual attorney's fees, court costs and other such expenses incurred by such prevailing party.

SECTION 20. PERMITTED DELAYS

Only delays agreed to in writing and approved by the Village Administrator are acceptable.

SECTION 21. ADDITIONAL PROVISIONS

1. No member of any governing body or other official of the Village ("Village Official") shall have any financial interest, direct or indirect, in this Development Agreement, the Property or the Development Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, unless such interest is disclosed to the Village and the Village Official fully complies with all conflict of interest requirements of the Village. No Village Official shall participate in any decision relating to this Development Agreement, which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official or employee of the Village shall be personally liable to the Village for any event of default or breach by the Developer of any obligations under the terms of this Development Agreement.
2. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Development Agreement.
3. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of the Developer to obtain all necessary approvals, licenses and permits from the Village in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the Village to approve or disapprove any and all plans and specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Development Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.
4. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.
5. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Development Agreement.
6. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

Village Administrator
Village of Waterford
123 N. River St
Waterford, WI 53105

The notices or responses to Grantee shall be addressed as follows:
Paul Van Alstine
7212 Walczak Rd.
Franksville WI, 53126

SECTION 22. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES

The Developer shall pay and reimburse the Village promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the Village in connection with this project or relative to the

1 construction, installation, dedication and acceptance of the improvements covered by this agreement,
2 including without limitation by reason of enumeration, design, engineering, review, supervision, inspection
3 and legal, administrative and fiscal work. Any such charge not paid by Developer within forty-five (45) days of
4 being invoiced may be charged against the financial guarantee held by the Village pursuant to this agreement,
5 or assessed against the property as a special charge pursuant to §66.60(16), Wisconsin Statutes.

6
7 The Developer agrees to waive rights to contest a special assessment placed against the property for failure to
8 pay fees, engineering and legal review costs, impact fees, building permit fees, zoning fees, or other fees or
9 costs associated with the project.

10
11 Developer may pay impact fees at the time of the issuance of an occupancy permit. Any unpaid impact or
12 other fees or costs will be charged as a special assessment on the property, due and payable as is customary
13 with the property tax bill.

14
15 **SECTION 23. GENERAL INDEMNITY**

16 The Developer will indemnify and hold harmless the Village, its governing body members, officers, agents,
17 including the independent contractors, consultants and legal counsel, servants and employees thereof
18 (hereinafter, for purposes of this paragraph collectively referred to as the "Indemnified Parties") against any
19 loss or damage to property or any injury to or death of any person occurring at or about or resulting from any
20 breach of any warranty, covenant or agreement of the Developer under this Development Agreement, and the
21 development of the Property; provided that the foregoing indemnification shall not be effective for any willful
22 acts of the Indemnified Parties. Except for any willful misrepresentation or any willful misconduct of the
23 Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand,
24 suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising
25 from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or
26 control) under this Development Agreement, or the transactions contemplated hereby or the acquisition,
27 construction, installation, ownership and operation of the Development Project and the Property. All
28 covenants, stipulations, promises, agreements and obligations of the Village contained herein shall be deemed
29 to be covenants, stipulations, promises, agreements and obligations of the Village and not of any governing
30 body, member, officer, agent, servant or employee of the Village. All covenants, stipulations, promises,
31 agreements and obligations of the Developer contained herein shall be deemed to be covenants, stipulations,
32 promises, agreements and obligations of the Developer and not of any of its officers, owners, agents, servants
33 or employees.

34
35 **SECTION 24. INSURANCE**

36 The Developer, its contractors, suppliers and any other individual working on the public right of way shall
37 maintain at all times until the expiration of the guarantee period, insurance coverage in the forms and in the
38 amounts as required by the Village consistent with other projects in the public right of way.

39
40 **SECTION 25. FEES AND CHARGES**

41 The Developer shall be responsible for zoning and development fees such as are applicable as of the date of
42 the development agreement. The Developer shall be responsible for any impact fees as are properly levied by
43 the Village according to the terms of this agreement and as may be amended by ordinance.

44
45 **SECTION 26. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES**

46 The parties mutually agree that the Village President of the Village Board, and/or the Village Clerk, entered
47 into and are signatory to this agreement solely in their official capacity and not individually, and shall have no
48 personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly
49 released and/or waived.

50

SECTION 27. GENERAL CONDITIONS AND REGULATIONS

All provisions of the Village Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this agreement as fully as if set forth at length herein. This agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

SECTION 28. ZONING

The Village does not guarantee or warrant that the subject property of this agreement will not at some later date be rezoned, nor does the Village herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this agreement.

SECTION 29. COMPLIANCE WITH CODES AND STATUTES

The Developer shall comply with all current and future applicable codes of the Village, County, State and federal government and, further, Developer shall follow all current and future lawful orders of all duly authorized employees and/or representatives of the Village, County, State or federal government.

SECTION 30. AGREEMENT FOR BENEFIT OF PURCHASERS

Not applicable.

SECTION 31. ASSIGNMENT

The Developer shall not transfer, sell or assign the property or assign this Development Agreement or its obligations hereunder without the express prior written consent of the Village until the Developer has fully complied with its obligations under this Development Agreement. Any such consent requested of the Village prior thereto may be withheld, conditioned or delayed for any reasonable reason.

SECTION 32. BINDING

This Development Agreement shall be binding upon the parties hereto and their respective representatives, successors and assigns, and any and all future owners of the Property or any portion thereof, and their respective heirs, representatives, successors and assigns.

SECTION 33. AMENDMENTS

The Village and the Developer, by mutual consent, may amend this Developer's Agreement at any meeting of the Village Board. The Village shall not, however, consent to an amendment until after first having received a recommendation from the Village's Plan Commission. The Plan Commission shall consider the amendment under the conditional use process.

SECTION 34. DURATION

The Developer acknowledges that the requirements regarding the operation and maintenance of the project as fully described above shall continue and not expire. The Developer acknowledges that the Village may from time to time establish new zoning, utility, storm water and other requirements or standards that apply to similarly situated properties which, if applicable shall apply to this project. The Developer may petition the Village Board to cancel or eliminate the requirements of the Agreement. Prior to considering the petition, the Board shall ask the Plan Commission to conduct a public hearing and make a recommendation regarding the petition. The Board may cancel the agreement if it determines that there is no further value or need for the Developer to comply with its requirements.

SECTION 35. ADDITIONAL MINIMUM ASSESSED VALUATION

Not Applicable.

SECTION 36. TID #3 INCENTIVE TO PROPERTY OWNER, NOT DEVELOPER

Van Homes 169-199 7th St Deer trail Condos. Development Agreement

1 Upon the creation of TID #3 and subsequent actions to create improvements on parcel 191-041936034000 on
2 7th St. in Waterford, WI in the creation of 16 condo units and assessed for at least at \$2,000,000 (two million
3 dollars) in value, the Village hereby grants the following incentive for development:
4

5 The property owner will receive 50% of the tax increment created (SUBJECT TO THE TERMS CONTAINED IN
6 SECTION 37 OF THIS AGREEMENT) from improvements made on parcel 191-041936034000 for development
7 of 16 condos on 7th St. in Waterford WI, up to a total incentive value of \$150,000 (one hundred fifty thousand
8 dollars). Qualified payments will be made annually by the Village to the property owner (not until, and after
9 successful completion and occupancy of all 16 units by June 30, 2022), and the incentive shall run with the
10 property, not with the Developer. The Village will make payment on or about December 31 of each year, in an
11 amount of 50% of the tax increment paid by the property owner as a TID #3 incentive for development that
12 would not occur if it were not for this incentive. The Village will continue to make annual payments to the
13 property owner until the total incentive value of \$150,000 has been paid to the property owner. The property
14 owner will only be eligible to receive this incentive if all terms of this development agreement are complied
15 with, along with all applicable Village Ordinances.
16

17 **SECTION 37. QUALIFICATION FOR TID #3 INCENTIVE**

18 In order for unaddressed parcel number 191-041936034000 to qualify to receive an incentive of tax increment
19 monies in an amount of \$150,000 (one hundred fifty thousand dollars), the developer of improvements to this
20 property must use qualifying vendors with physical office, distribution, or production facilities verified and
21 located in the Village of Waterford (Vendors within 53185 and 53105 zip code), or a vendor that has been
22 recognized through grant of a waiver from the Village of Waterford. Developer must complete the attached
23 project expense form, detailing all project related expenditures, up to a total project expense of \$2,000,000.
24

25 Developer will be eligible to receive this incentive only if a development is constructed with all 16 condo units
26 being completed with occupancy permits issued for habitation of all units by December 31, 2022, and the
27 development must have an assessed value of at least \$2,000,000 (two million dollars). Should the developer
28 fail to complete and legally occupy all 16 of the proposed units by June 30, 2022 (with an assessed valuation
29 of at least \$2,000,000), no incentive payment shall be made to developer.
30

Van Homes 169-199 7th St Deer trail Condos. Development Agreement

IN WITNESS WHEREOF, the Developer and the Village have caused this agreement to be signed by their appropriate officers and their corporate seals to be hereunto affixed in three original counterparts the day and year first above written.

DEVELOPER

Van Homes LLC.

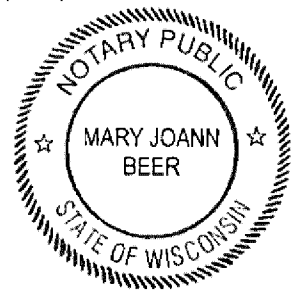
By: Dawn Van Alstine
Dawn Van Alstine

By: Paul Van Alstine
Paul Van Alstine

STATE OF WISCONSIN
COUNTY OF RACINE

Personally came before me this 18th day of October, 2019, Dawn Val Alstine and Paul Van Alstine of Van Homes LLC, to me known to be the person who executed the foregoing instrument and to me acknowledged that each executed the foregoing instrument in such capacity.

Mary Joann Beer
Notary Public, State of WI
My commission expires: is permanent.



VILLAGE OF WATERFORD, WI

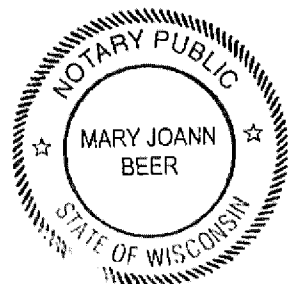
Don Houston
Village President

Rachel Ladewig
Village Clerk

STATE OF WISCONSIN
COUNTY OF RACINE

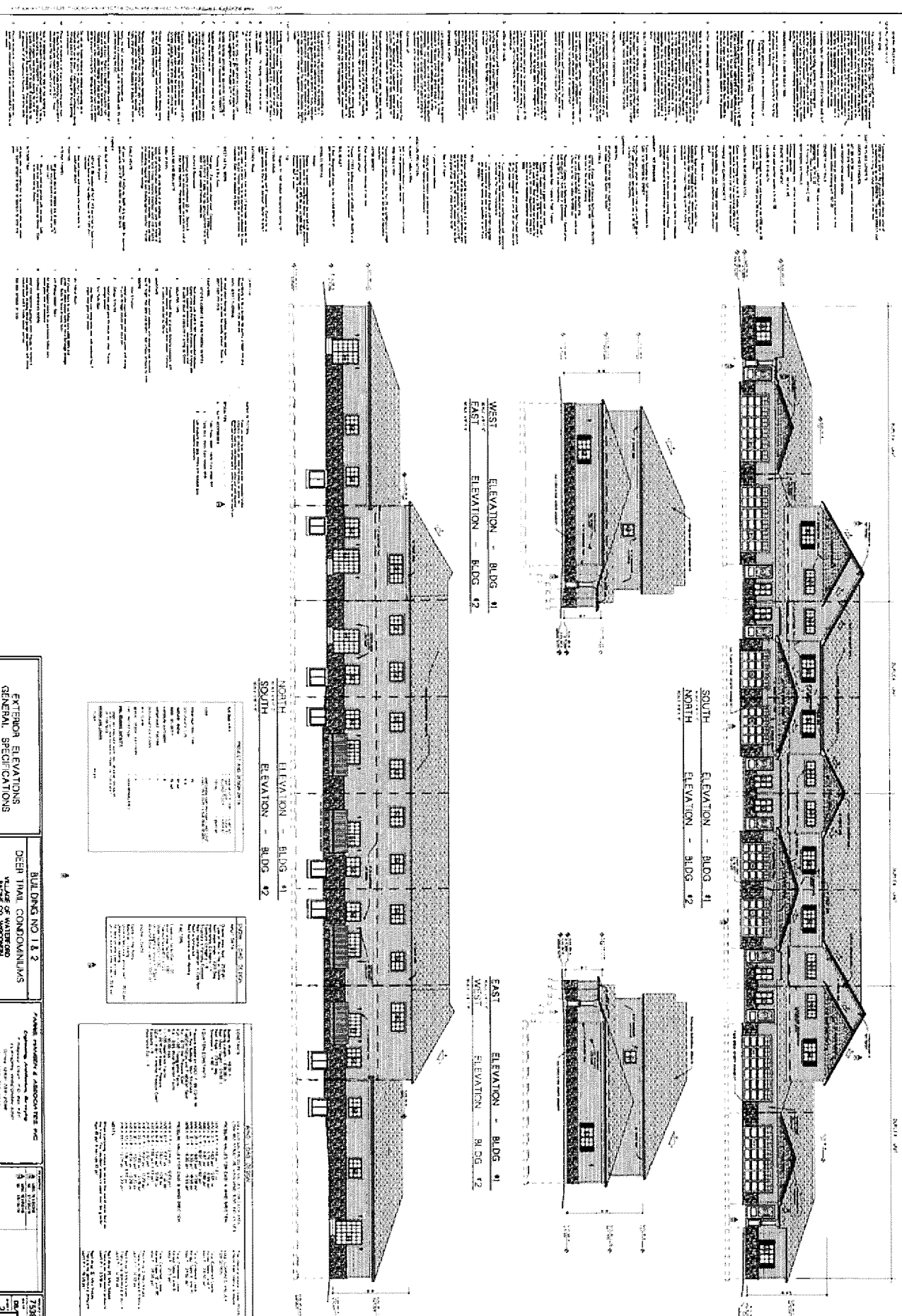
Personally came before me this 21st day of October, 2019, the above named Don Houston and Rachel Ladewig, Village Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such individual and Village Clerk of the municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of the municipal corporation by its authority and pursuant to the authorization by the Village Board from their meeting on the 17th day of October, 2019.

Mary Joann Beer
Notary Public, State of WI
My commission expires: is permanent.



Approved As To Form:

Todd A. Terry
Village Attorney

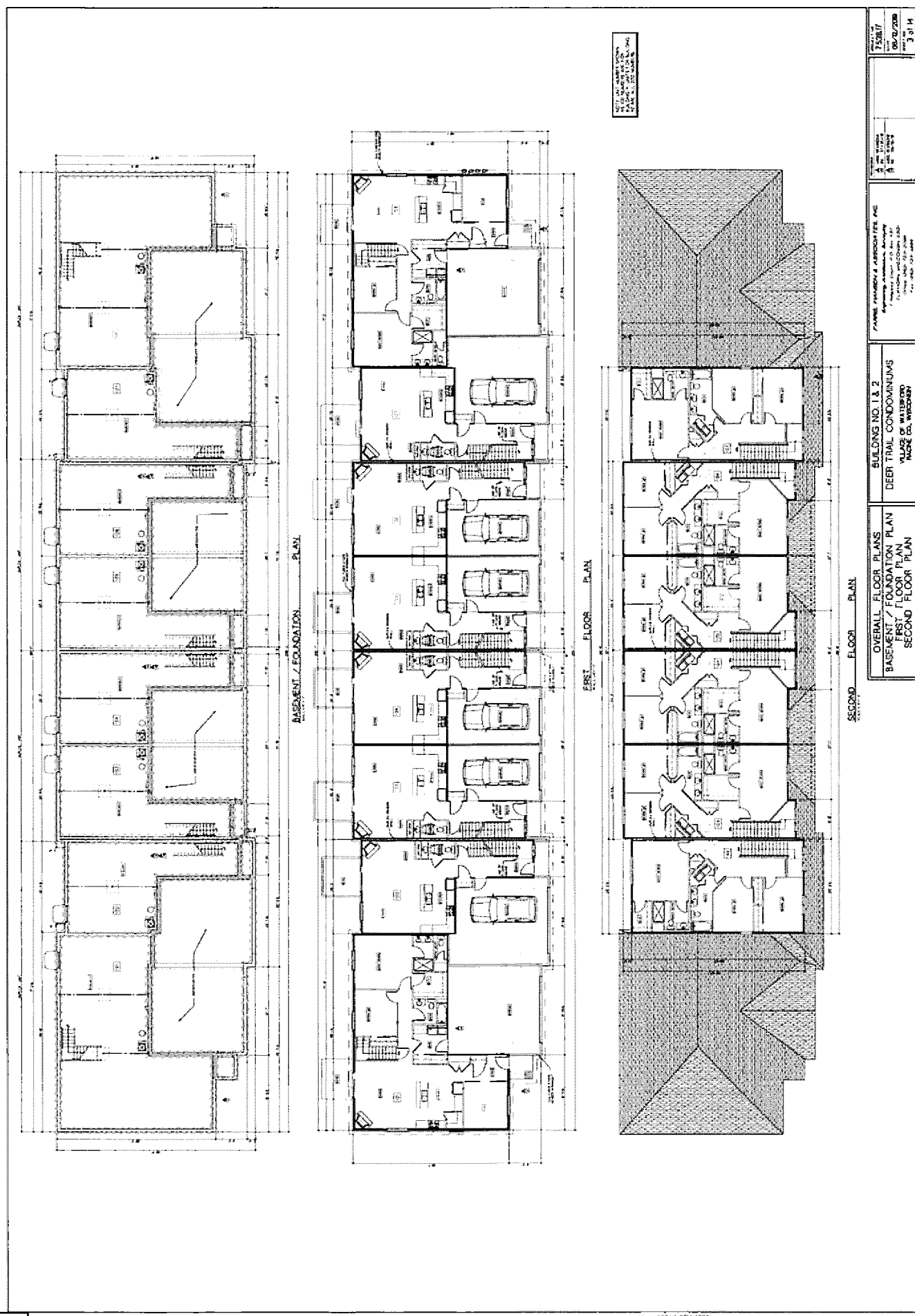


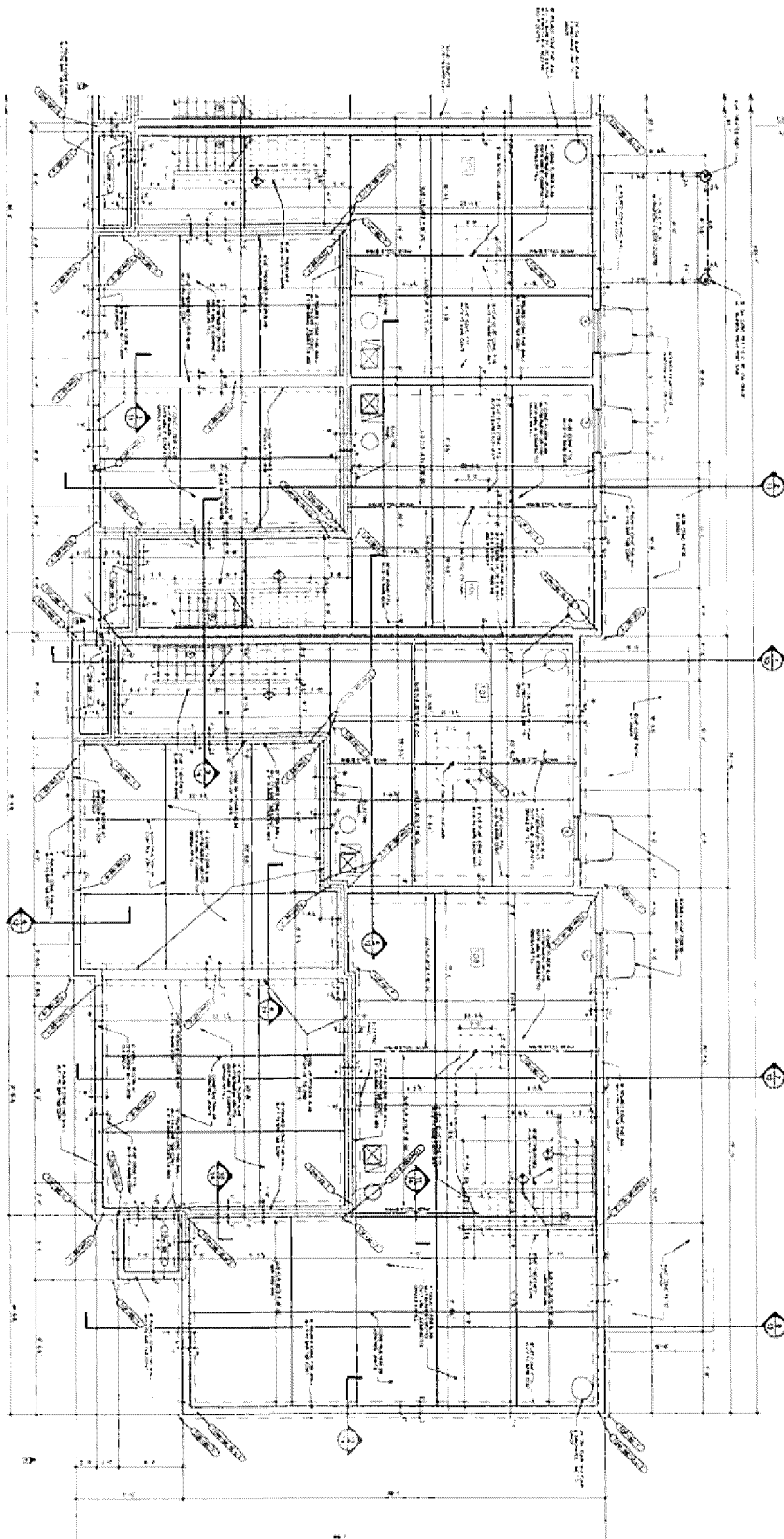
EXTERIOR ELEVATIONS
GENERAL SPECIFICATIONS

BUILDINGS NO. 1 & 2
DEER TRAIL CONDOMINIUMS
VALLEY OF WAVERING
MADE IN MICHIGAN

CHRYSLER FINANCIAL GROUP, INC.
CHRYSLER FINANCIAL GROUP, INC.
CHRYSLER FINANCIAL GROUP, INC.

CHRYSLER FINANCIAL GROUP, INC.
CHRYSLER FINANCIAL GROUP, INC.
CHRYSLER FINANCIAL GROUP, INC.





DETAIL - BASEMENT / FOUNDATION PLAN - RIGHT HALF

SYMBOL	DESCRIPTION
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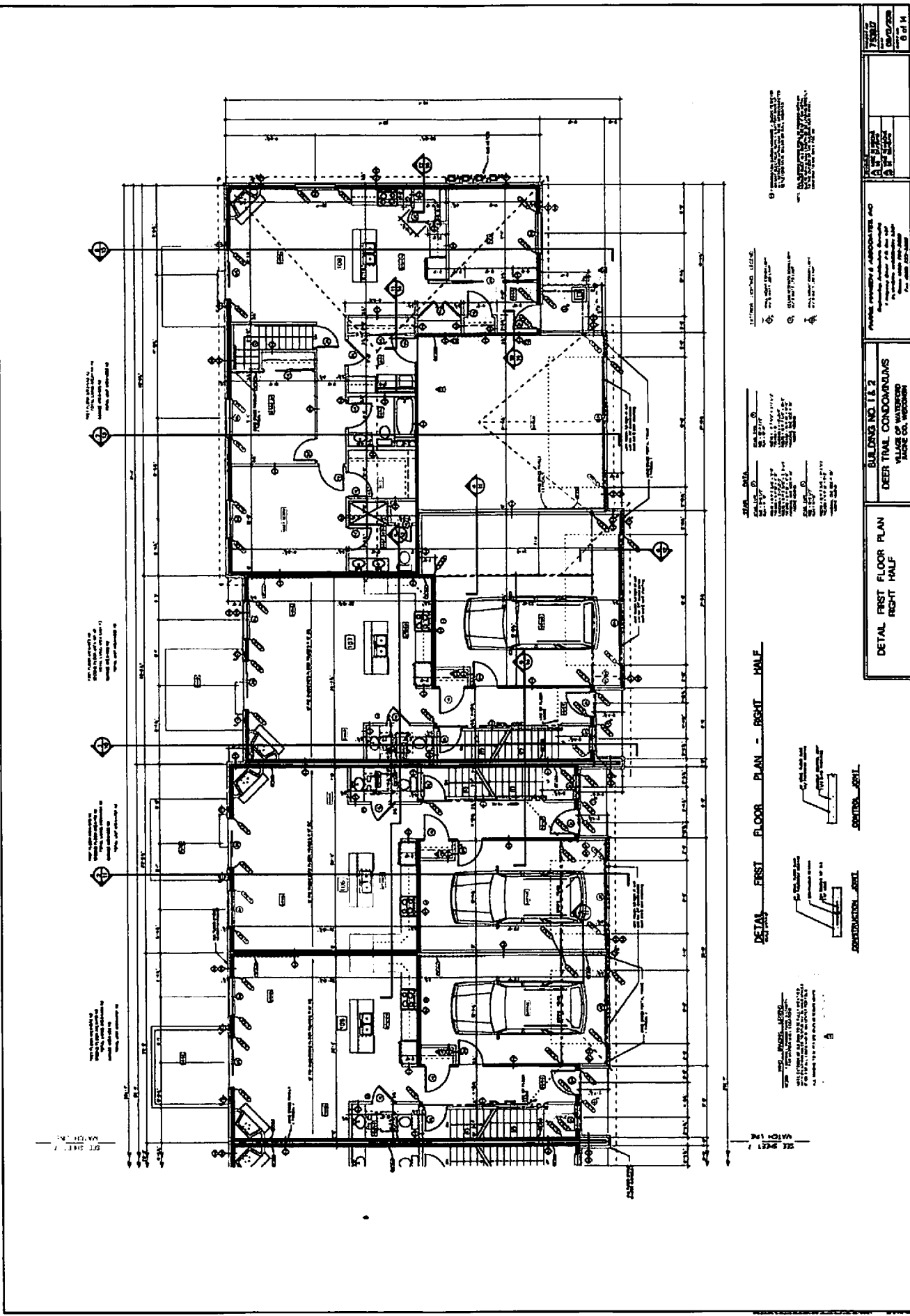
<p>DETAIL BASEMENT / FOUNDATION PLAN RIGHT HALF</p>	<p>BUILDING NO. 1.2 DEER TRAIL CONDOMINIUMS VILLAGE DE WATERBURY MADISON, WISCONSIN</p>	<p>PREPARED BY: [Signature] CHECKED BY: [Signature] DATE: 10/1/01</p>	<p>158017</p>
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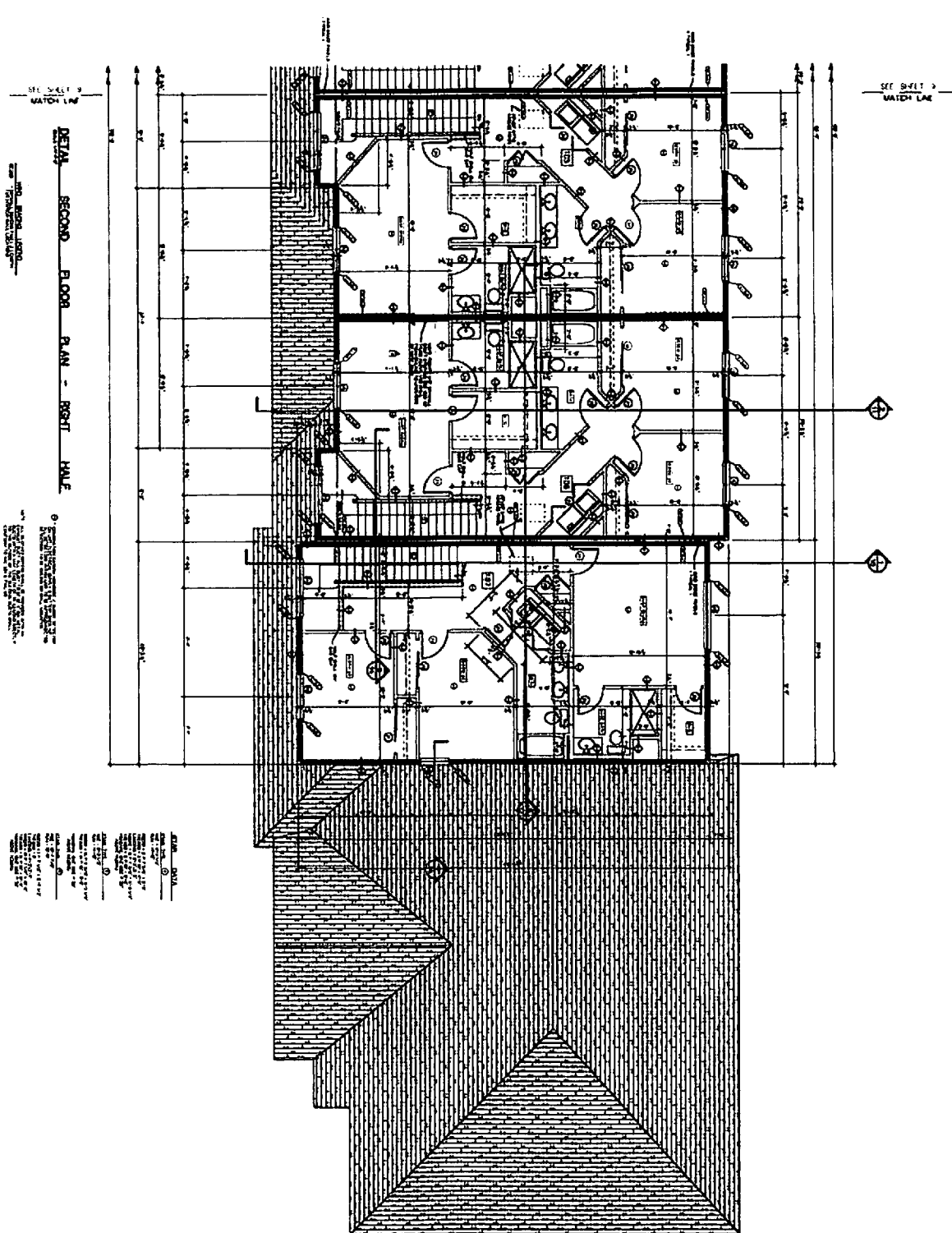
166



DETAIL FIRST FLOOR PLAN - RIGHT HALF

BUILDING NO. 1 & 2 DEER TRAIL CONDOMINIUMS VALLEY OF WATERFORD MADISON, WISCONSIN	
OWNER 75387 6/10/08 8 of 11	DESIGNER 75387 6/10/08 8 of 11





DETAIL SECOND FLOOR PLAN - RIGHT HALF

DETAIL SECOND FLOOR PLAN

DEER TRAIL CONDOMINIUMS

WILSON & WILSON

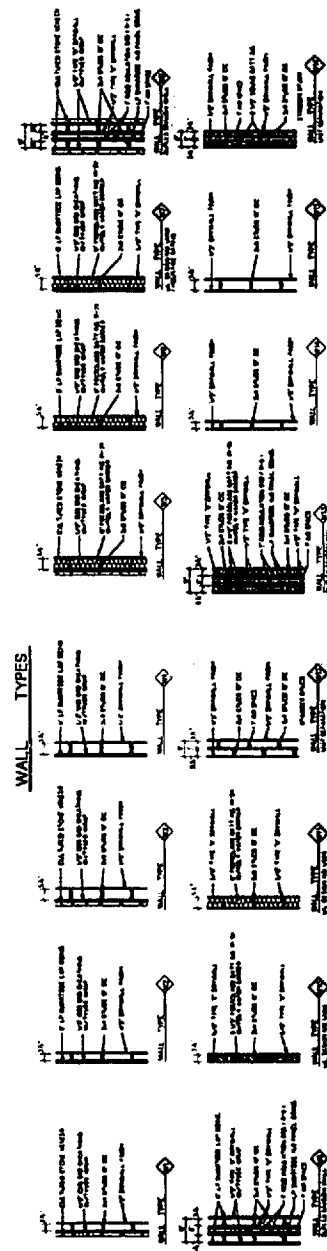
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WILSON & WILSON



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Case No.	Name	Age	Sex	Occupation	Religion	Marital Status	Education	Income	Assets	Liabilities	Net Worth	Financial History		Remarks
												Source	Amount	
1	John Doe	45	M	Teacher	Protestant	Married	High School	\$12,000	\$50,000	\$20,000	\$30,000	Stable	Good	None
2	Jane Smith	38	F	Nurse	Catholic	Married	College	\$15,000	\$60,000	\$25,000	\$35,000	Stable	Good	None
3	Robert Johnson	52	M	Engineer	Jewish	Married	College	\$18,000	\$70,000	\$30,000	\$40,000	Stable	Good	None
4	Emily White	30	F	Writer	Quaker	Single	College	\$10,000	\$40,000	\$15,000	\$25,000	Stable	Good	None
5	Michael Brown	48	M	Manager	Protestant	Married	High School	\$14,000	\$55,000	\$22,000	\$33,000	Stable	Good	None
6	Sarah Green	35	F	Accountant	Catholic	Married	College	\$16,000	\$65,000	\$28,000	\$37,000	Stable	Good	None
7	David Lee	55	M	Retired	Jewish	Married	College	\$11,000	\$45,000	\$18,000	\$27,000	Stable	Good	None
8	Linda Hall	32	F	Teacher	Protestant	Married	College	\$13,000	\$50,000	\$20,000	\$30,000	Stable	Good	None
9	James King	40	M	Engineer	Catholic	Married	College	\$17,000	\$68,000	\$29,000	\$39,000	Stable	Good	None
10	Patricia Wilson	28	F	Manager	Jewish	Single	College	\$12,000	\$48,000	\$16,000	\$32,000	Stable	Good	None

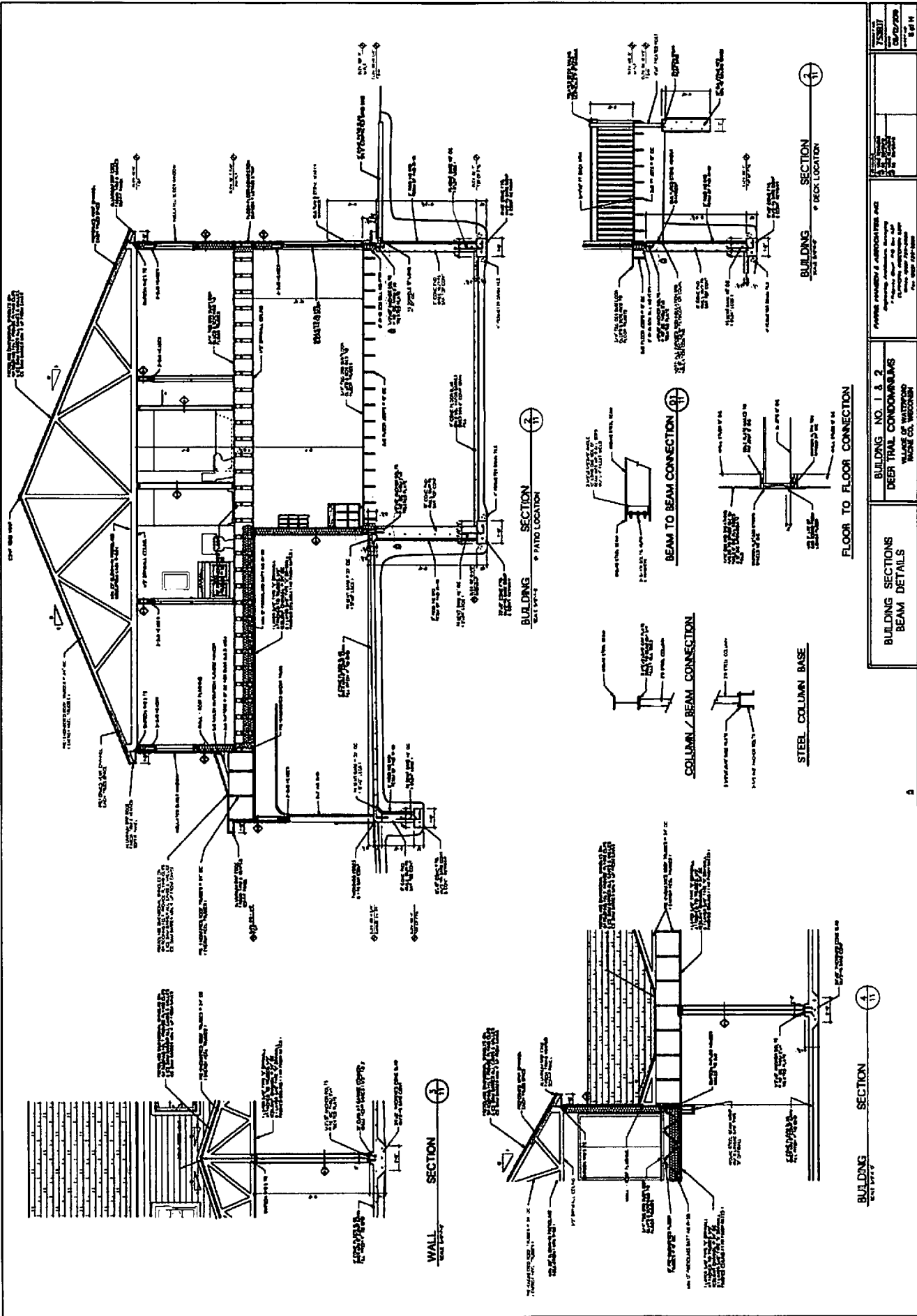
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DOOR/WINDOW SCHEDULE
WALL TYPES
BUILDING SECTION

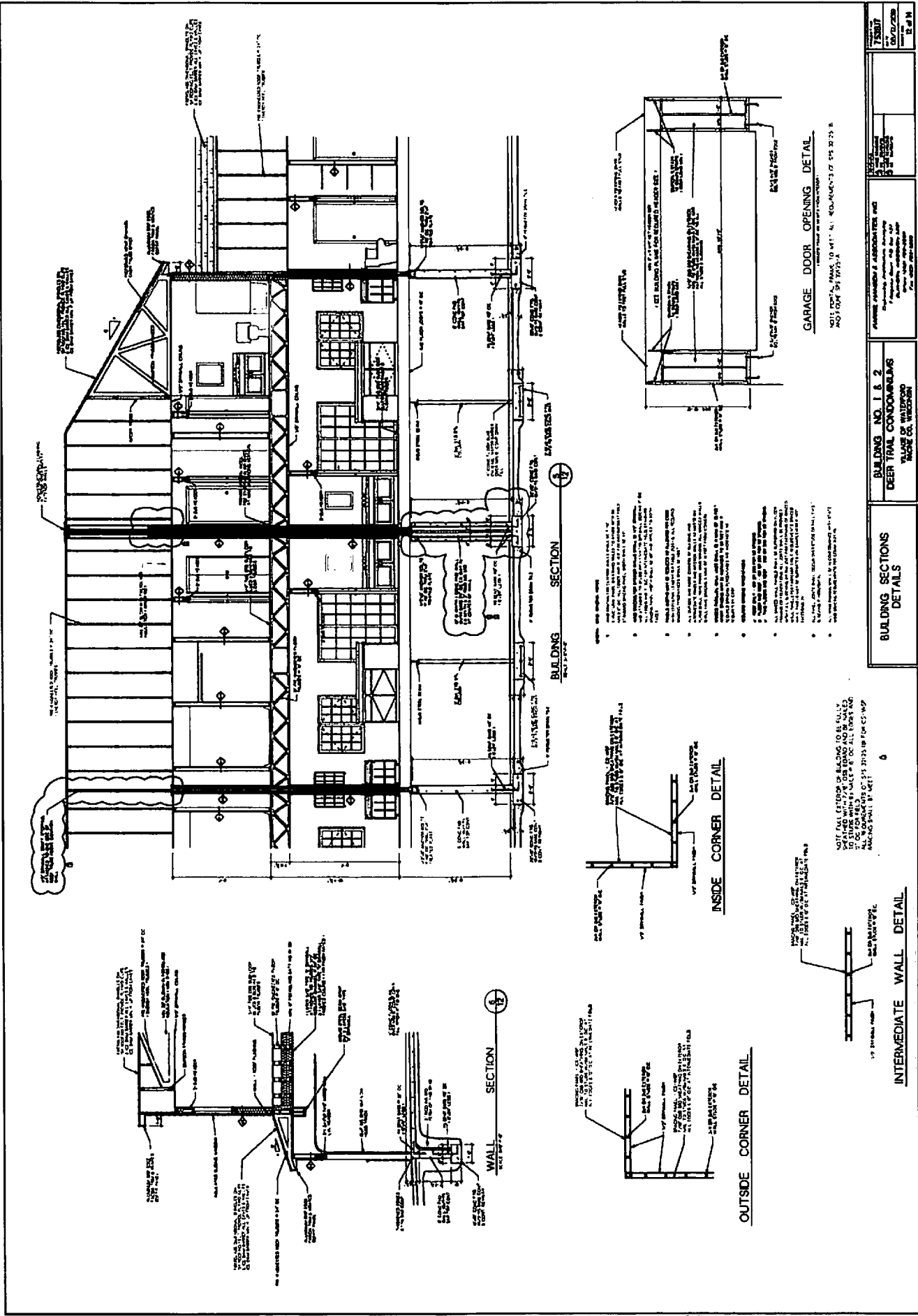
BUILDING NO. 1 & 2
DEER TRAIL CONDONINGS
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MILWAUKEE CO. WISCONSIN

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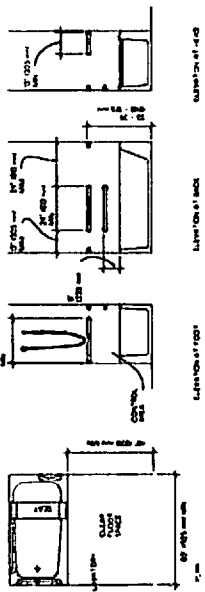
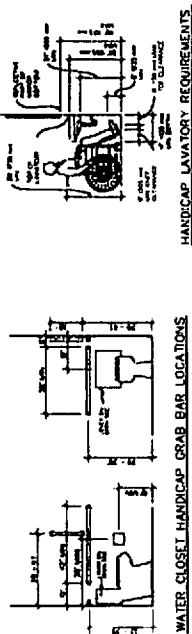


BUILDING SECTIONS BEAM DETAILS		BUILDING NO. 1 & 2 DEER TRAIL CONDOMINIUMS VILLAGE OF WATERLOO MACHINE CO. WISCONSIN		FLOOR PLAN & ARCHITECTURAL FLOOR PLAN DEER TRAIL CONDOMINIUMS VILLAGE OF WATERLOO MACHINE CO. WISCONSIN		7/28/2017 10/2/2018 10/2/2018	
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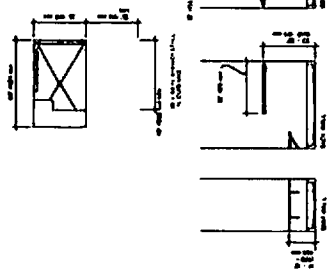
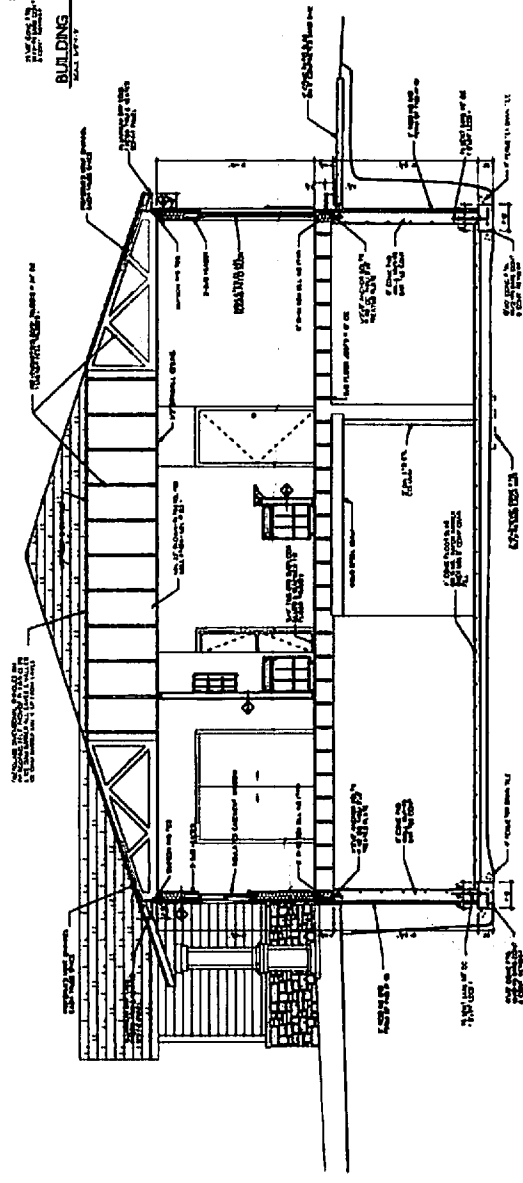
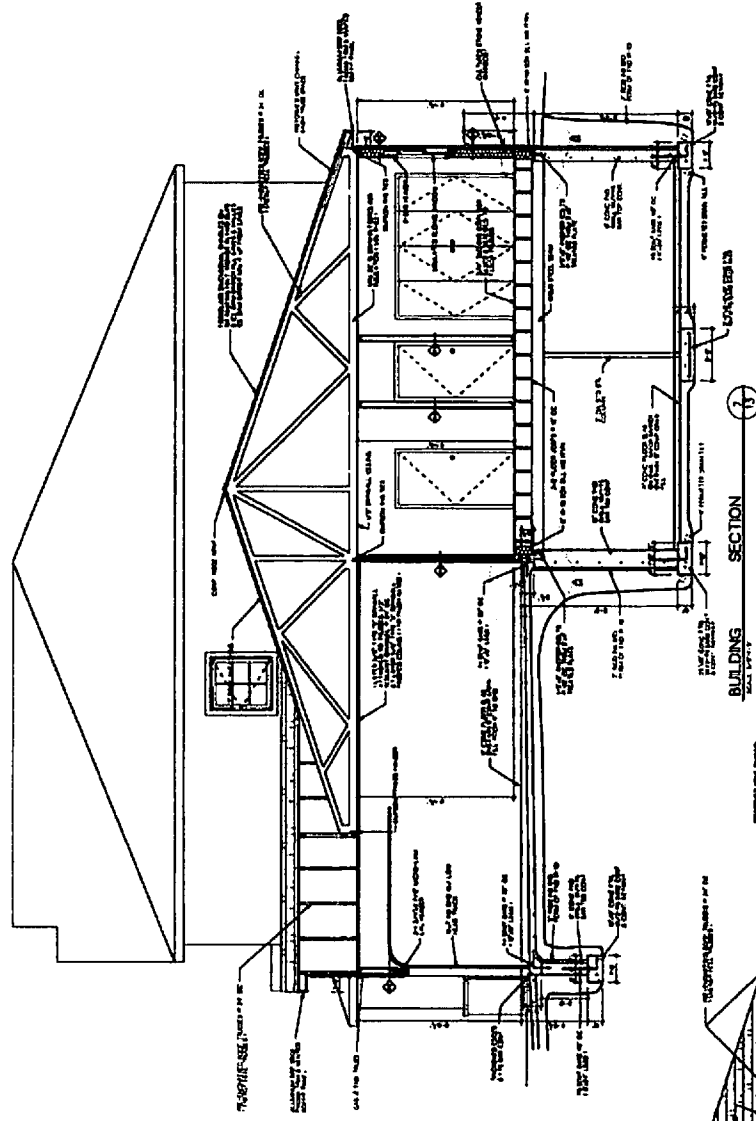


BUILDING SECTIONS DETAILS		BUILDING NO. 1 & 2 DEER TRAIL CONDORVILLE MADE CO. WISCONSIN		TSS/UT 05/22/20 2 of 4	
GARAGE DOOR OPENING DETAIL		GARAGE DOOR OPENING DETAIL		GARAGE DOOR OPENING DETAIL	

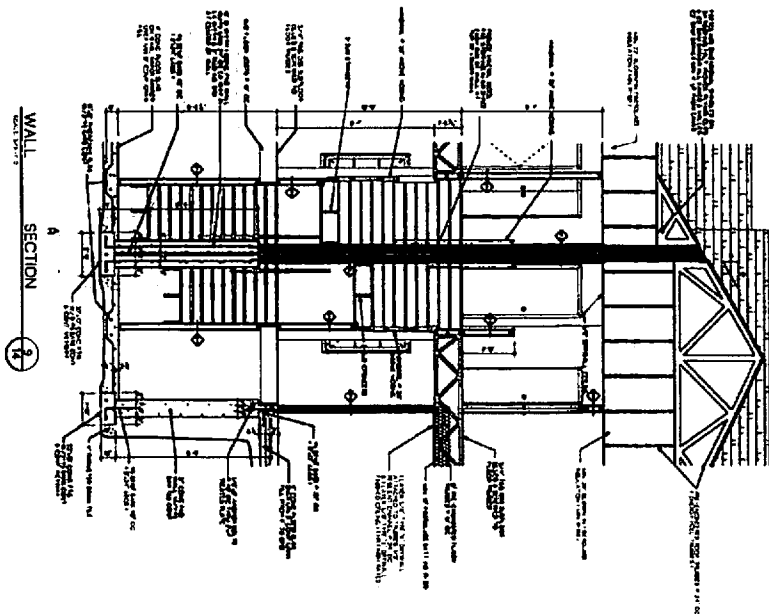
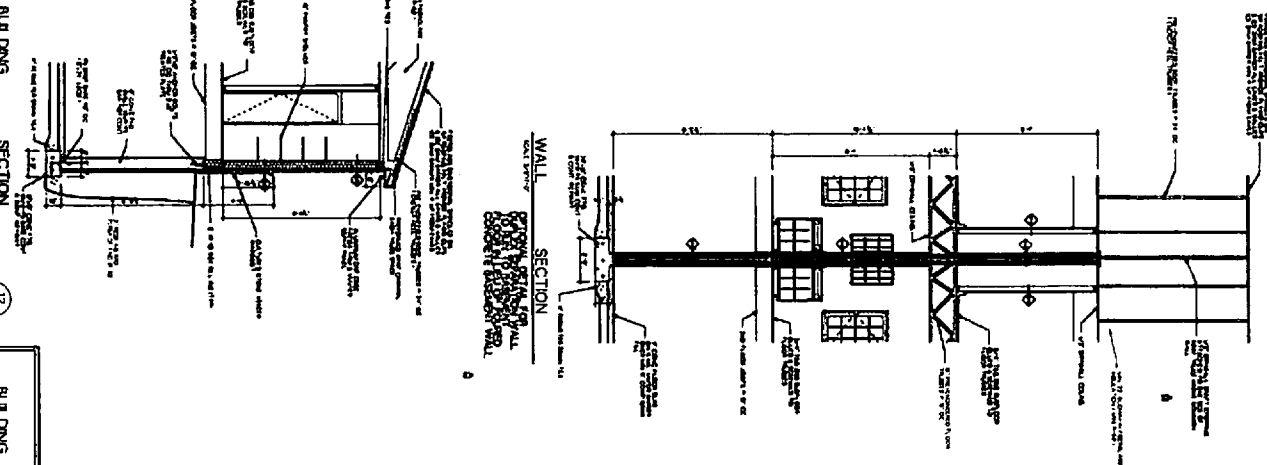
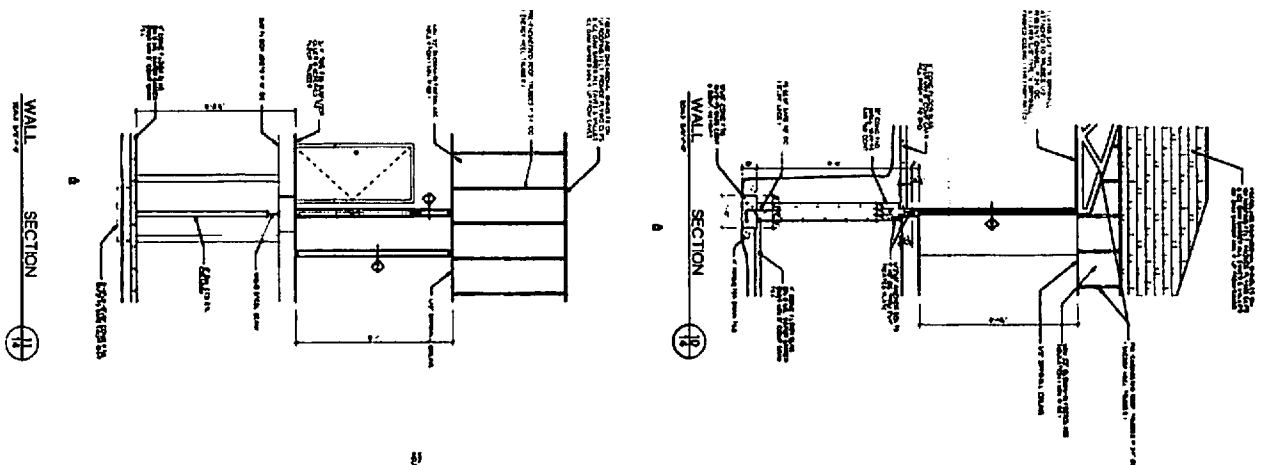
BUILDING SECTIONS DETAILS		BUILDING NO. 1 & 2 DEER TRAIL CONDORVILLE MADE CO. WISCONSIN		TSS/UT 05/22/20 2 of 4	
INSIDE CORNER DETAIL		INSIDE CORNER DETAIL		INSIDE CORNER DETAIL	



- HANDICAP ACCESSIBILITY REQUIREMENTS**
1. ALL HANDICAP ACCESSIBLE TOILETS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2010 INTERNATIONAL BUILDING CODE (IBC) AND THE 2010 INTERNATIONAL PLUMBING CODE (IPC).
 2. ALL HANDICAP ACCESSIBLE TUBS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2010 INTERNATIONAL BUILDING CODE (IBC) AND THE 2010 INTERNATIONAL PLUMBING CODE (IPC).
 3. ALL HANDICAP ACCESSIBLE SHOWERS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2010 INTERNATIONAL BUILDING CODE (IBC) AND THE 2010 INTERNATIONAL PLUMBING CODE (IPC).
 4. ALL HANDICAP ACCESSIBLE SINKS SHALL BE INSTALLED IN ACCORDANCE WITH THE 2010 INTERNATIONAL BUILDING CODE (IBC) AND THE 2010 INTERNATIONAL PLUMBING CODE (IPC).



BUILDING NO. 1 & 2 DEER TRAIL CONDORVILLE PLANS OF WATERCLOSET	BUILDING SECTIONS DETAILS	7/20/07 7/20/07 7/20/07
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RAISED HEEL TRUSS
 ALL MEMBERS TO BE DESIGNED IN ACCORDANCE WITH THE AISC STEEL CONSTRUCTION MANUAL, 13TH EDITION, 2005.

WALL SECTION
 11

BUILDING SECTION
 12

BUILDING SECTIONS

BUILDING NO. 1 & 2
 DEER TRAIL CONDOMINIUMS
 PLANS OF WATERSIDE
 MADE BY WATERSIDE

DESIGNED BY
 WATERSIDE ARCHITECTS
 1000 W. 10TH AVE.
 DENVER, CO 80202

DATE
 10/1/00

**DEVELOPMENT AGREEMENT FOR
GKF PROPERTIES LLC**

Document Number

Document Title

Document # **2664168**
RACINE COUNTY REGISTER OF DEEDS
October 12, 2023 10:24 AM

Karie Pope

KARIE POPE
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

****The above recording information verifies
this document has been electronically recorded****
Returned to Terry & Nudo, LLC
Pages: 27

LEGAL DESCRIPTION

South line of the Northeast ¼ of the Southwest ¼ of said Section 36; thence South 87°8'45" West, along the said South line, 246.1 feet to a point; thence North 874.5 feet, more or less, to a point in the Southwest corner of lands described in Deed recorded in the Office of the Register of Deeds for Racine County, Wisconsin, in Volume 613 on Page 541; thence East 212.05 feet to the Southeast corner of lands described in Deed recorded in the Office of the Register of Deeds aforesaid, in Volume 540 on Page 117; thence North, along the East line of lands described in said Deed in Volume 540 on Page 117, 182.5 feet to the center line of Highway "K" and the place of beginning. EXCEPTING THEREFROM lands described in Warranty Deed in Volume 1137 on Page 577 and FURTHER EXCEPTING THEREFROM lands described in Warranty Deed in Volume 1349 on Page 293, and EXCEPTING streets and highways. Said land being in the Village of Waterford, County of Racine and State of Wisconsin.


Return to:

Todd A. Terry, Attorney at Law
TERRY & NUDO, LLC
600 52nd Street, Ste. 320
Kenosha, WI 53140

191-04-19-36-028-000

Tax Parcel No.

DRAFTED BY:

 TERRY & NUDO, LLC

Todd A. Terry, Attorney at Law
SBN: 1047175

600 52nd Street, Suite 320
Kenosha, WI 53140

Telephone: (262) 842-2338

Facsimile: (262) 584-9949

Email: Todd@LawMidwest.com

1 **DEVELOPMENT AGREEMENT**

2 **For**

3 **GKF Properties LLC, Garrett Foat and Kyle Foat, Tax Parcel 191041936028000**

4 **THIS AGREEMENT** is made and entered into this 9th day of October, 2023, by and between
5 the Village of Waterford, Racine County, Wisconsin, a municipal corporation ("Village"), and GK Properties LLC,
6 Garrett Foat and Kyle Foat personally, a Wisconsin limited liability company ("Developer").
7

8 **RECITALS**

9 **WHEREAS**, the Developer is to acquire all portions of Tax Parcel Number 191041936028000 (the
10 "Property") Foat Trust; and,
11

12 **WHEREAS**, the use of the Property is currently governed by Multi-Family Zoning; and,
13

14 **WHEREAS**, the parties mutually desire to establish fair and reasonable terms, conditions and
15 requirements for the development of the Property with Two (2) Twelve (12) unit multifamily apartment
16 buildings (the "Project");
17

18 **AGREEMENT**

19
20 **NOW, THEREFORE**, in consideration of the Recitals, the covenants and agreements set forth herein, and
21 for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the
22 parties hereby agree as follows:
23

24 **SECTION 1. REPRESENTATIONS AND WARRANTIES OF DEVELOPER**

25
26 Developer makes the following representations and warranties which the Village may rely upon in entering
27 into this and all other agreements with Developer and upon which the Village may rely in granting all approvals,
28 permits and licenses for the Project (as hereinafter defined) and in executing this Agreement and performing
29 its obligations hereunder:
30

- 31 1. Developer is a duly organized and existing legal entity in current status under the laws of the State of
32 Wisconsin.
33
- 34 2. The execution, delivery and performance of this Agreement and the consummation of the transactions
35 contemplated hereby have been duly authorized and approved by Developer, and no other or further
36 acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and
37 performance of this Agreement and the matters contemplated hereby. This Agreement, and the
38 exhibits, documents and instruments associated herewith and made a part hereof, have been duly
39 executed and delivered by Developer and constitute the legal, valid and binding agreement and
40 obligation of Developer, enforceable against it in accordance with their respective terms, except as the
41 enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar
42 laws affecting the enforcement of creditors' rights generally, and by general equitable principles.
43
- 44 3. There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer
45 that may in any way jeopardize or materially and adversely affect the ability of the Developer to perform
46 its obligations hereunder.
47
- 48 4. Developer has at this time and, will have so long as this Agreement continues in effect, project-financing
49 commitments sufficient to provide funding for the completion of the Project and for the Developer's

obligations under this Agreement. Developer shall provide evidence that those commitments exist upon the signing of this agreement.

5. Developer represents and warrants that it will have obtained all necessary equity and debt financing committed to fully fund all the construction of the Project, prior to the commencement of construction.

SECTION 2. ZONING APPROVALS

1. The Property is presently undeveloped, vacant land and is located in the Village. The property is zoned Multi-Family. The Developer agrees that the primary standard to be met for the issuance of the Zoning permit is the construction and operation of the Project in a two phases.
2. Developer agrees to comply with all of the requirements of Municipal Code that relate to zoning landscaping, lighting, architecture, traffic, parking, fire and the building codes.
3. Developer agrees to comply with the architectural feature determinations made by the Plan Commission upon their review, which shall be generally consistent with the approved plans and drawing as specified in this Agreement. The Village Administrator is authorized to grant amendments to the plans submitted as "in field changes" only if he finds them to be necessary for the project.
4. Developer agrees to construct the Project represented on the various attachments listed below. The Village acknowledges that the exact locations of interior walls and room sizes may vary from the attached drawings. The buildings comprising the Project shall be constructed as presented during the Village Board meeting approving this Agreement with the specific plans and specifications to be retained as a separate exhibit within Developer's file at the Village.

SECTION 3. PROJECT PHASING

1. Developer acknowledges that the time period of validity for the Zoning Permit shall commence at the time of construction on the Project commences, and shall be extended, as a matter of right, until the completion of the Project, which is projected at December 31, 2023 for phase I, and is for a period of 12 months from the date of issuance, and may be extended in additional 12 month increments at the discretion of the Village Administrator.
2. Developer acknowledges that the time period for a building permit is under the control of the building inspector but, shall be consistent with Section 3.1 above.

SECTION 4. OCCUPANCY PERMITS

It is expressly understood and agreed that no occupancy permits shall be issued for the development until the Village has determined that:

1. The Village agrees that occupancy permits shall be issued upon the completion of each building within the Project, provided however, that no occupancy permit for any building shall be issued until the storm water management facilities as to the phase of the Project in which the building is located has been completed, the building is serviced by sewer and water, and the building inspector has reasonably determined the subject building is safe for occupancy.

2. Developer has paid in full all permit fees, impact fees, connection fees and reimbursement of administrative costs as required and in effect at the time of this Agreement, as to the building for which an occupancy permit is requested
3. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.
4. Developer is not in default of any aspect of this Agreement.
5. As a condition for the issuance of occupancy permits for each building, all aspects of the Project must comply with all applicable fire and building codes, as well as all applicable codes and regulations.

SECTION 5. RESERVATION OF RIGHTS AS TO ISSUANCE OF ZONING PERMITS

The Village reserves the right to withhold issuance of some or all zoning, building and occupancy permits if Developer is in violation of this Agreement. The developer acknowledges that the issuance of building permits and fire sprinkler permits, and related inspection compliance is not under the control of the Village.

SECTION 6. PUBLIC IMPROVEMENTS

A. PUBLIC STREETS AND SIDEWALKS

Developer agrees that all construction access to the property shall be off 7th st. Developer shall have ultimate responsibility for cleaning up all mud, dirt, stone or debris on public streets during construction. The Village shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, to clean up the same or to hold the developer who hired the contractor responsible. The Developer owner shall use its best efforts to clean up the streets within seventy-two (72) hours after receiving a notice from the Village. If the mud, dirt, stone or debris is not cleaned up after notification, the Village will do so at Developer's expense, at the option of the Village.

Developer shall manage all work within the Right of Way in accordance with the plans and restore any disturbed area within the Right of Way to a condition of acceptability to the Village.

B. SURFACE AND STORM WATER DRAINAGE

Developer hereby agrees that:

1. Prior to the start of construction of improvements, Developer shall provide to the Village written certification from the Developer's Engineer that all surface and storm water drainage facilities and erosion control plans are in conformance with all federal, state, county and Village regulations, guidelines, specifications, laws and ordinances, and written proof that the Village Engineer has reviewed and approved the plans.
2. Developer shall provide written approval by the Wisconsin Department of Natural Resources that the storm water management plan meets all NR 151 and NR 216 requirements and/or other DNR requirements that may be promulgated.
3. Developer shall construct, install, furnish and provide adequate facilities as specified in the attached drawings for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and the existing flow from adjacent properties, in

accordance with all plans and specifications, and all applicable federal, state, county and Village regulations.

4. Developer agrees that the site grading and construction of surface and storm water drainage facilities for each phase of the Project shall be completed and accepted by the Village before any occupancy permits are issued for any building in each phase of the Project. The Village will not accept the dedication of the surface and storm water drainage system until the entire system is installed in accordance with plans and specifications to the reasonable satisfaction of the Village Administrator.

C. GRADING, EROSION AND SILT CONTROL

Developer hereby agrees that:

1. Prior to commencing site grading and execution, Developer shall provide to the Village written certification from the Developer's Engineer that the plan, once implemented, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources and or the Department of Commerce and written proof that the Wisconsin Department of Natural Resources and or the Department of Commerce and the Army Corps of Engineers, if applicable, have approved the plans.
2. Developer shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the Village Engineer, the Wisconsin Department of Natural Resources, and or the Department of Commerce and Army Corps of Engineers, if applicable.

D. LANDSCAPING AND SITE WORK:

Developer hereby agrees that:

1. Developer shall install new plantings consistent with the attached landscaping plan.
2. Developer, as required by the Village, shall remove and lawfully dispose of building foundation materials, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish. The developer shall have ultimate responsibility for cleaning up debris that has blown from building under construction. The Developer and/or subject contractor shall clean up the debris within seventy-two (72) hours after receiving a notice from the Village. If the debris is not cleaned up after notification, the Village will do so at the Developer's and/or subject contractor's expense.
3. Landscaping and removal of unwanted items, will be completed and certified as complete by the Village for the project. Any plants, trees or other screening vegetation required by this Agreement shall be maintained and replaced while this Agreement is in effect.

E. SIGNAGE, STREET SIGNS AND TRAFFIC CONTROL

1. Developer shall provide all traffic signage deemed necessary by the Village in connection with construction.

2. Developer acknowledges that Project related signage is not part of this approval and must be applied for separately. Any representation of Project signage on the plan sheets is representative only and not approved as part of this Agreement.

F. WATER MAIN AND SANITARY SEWER MAIN SYSTEM

Developer hereby agrees that:

1. The improvements shall be constructed in accordance with the following specifications.
 - a. Village of Waterford Engineering Design Manual, most recent edition.
 - b. Standard Specifications for Sewer and Water Construction in Wisconsin, Fifth Edition, March 1, 1988, and as amended January 1, 1992.
 - c. The Wisconsin Construction Site Best Management Practice Handbook for Erosion Control.
 - d. State of Wisconsin, Department of Transportation Standard Specifications for Highway and Structure Construction, 1996 and supplemental specifications or the most recent edition.
2. A sewer and water plan should be submitted to the Village Utility Department that shows where every water service line and sanitary line runs, the location of all water meters, calculations on sanitary fixture units for each metered location to enable the Utility Department to determine the impact and hook-up fees. The Developer shall install the sanitary and water connections to the Village system in accordance with the plans and specifications Sheets on file in the Village Administrator's office.
3. Developer agrees to do all the public and private infrastructure construction according to the Village's various codes including but not limited to the Utility Code, Land Division Code and the Design Standards. Upon completion of all construction the developer shall provide the Village with "as built" plans. The "as built" plans shall be provided in electronic version formatted by commercial GIS mapping company ESRI or in PDF Pro format. The developer agrees that all underground piping regardless of type or location shall be marked with locating wire according to accepted standards. The developer agrees that all improvements within the public right-of-way or public easements shall be inspected by Village inspectors at the developer's expense.

G. ADDITIONAL IMPROVEMENTS

Developer shall be responsible to reconfigure entrance at 7th Street when development occurs on parcel 191041936034001.

SECTION 7. SITE SPECIFIC REQUIREMENTS

1. Developer shall maintain continuous access around the building and to any fire hydrants as required by the current Zoning Code as directed by the Fire Department and Water Utility.
2. Developer agrees to bury all electric, telephone and cable television lines from existing wooden poles to the building.
3. The lighting plan shall not allow any light trespass at the property line in excess of the standards set forth in Section 245. The lighting contractor shall provide written verification of compliance before occupancy shall be granted. No pole lighting will be included within the Project.

- 1 4. Village agrees that the general contractor for the Project shall be allowed a temporary construction sign
2 on the property equal to 32 square feet per side per the requirements of Section 245 of the Code.
3

4 **SECTION 8. TIME OF COMPLETION OF IMPROVEMENTS**
5

6 The improvements set forth in Section 3 above shall be completed by Developer in total within the specific
7 time limits from the date of the date of this agreement being signed except as otherwise provided for in this
8 agreement.
9

10
11 **SECTION 9. FINAL ACCEPTANCE**
12

13 Village's engineer and administrator shall have joint responsibility of acceptance of any public improvement.
14

15 **SECTION 10. DEDICATION OF IMPROVEMENTS**
16

17 All improvements requested by the Village for public purposes shall be deemed dedicated to the public upon
18 completion of the project and issuance of an occupancy permit for any part of all of the project. Rights of way,
19 water, sanitary sewer, storm sewer, roads, public water stations, public sidewalks, paths and any other
20 depicted public improvement made by Developer shall be deemed a part of this section. A public utilities
21 easement and other maintenance agreements shall be recorded by developer for all land containing public
22 utilities or amenities, as directed by the Village's engineer and administrator.
23

24 **SECTION 11. ACCEPTANCE OF WORK AND DEDICATION**
25

26 Acceptance of work shall be made by the Village's Engineers and Village Administrator. Dedication shall be
27 deemed complete on the issuance of any occupancy permit.
28

29 **SECTION 12. APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER**
30

31 The ultimate responsibility for the proper design and installation of sewer facilities, water facilities, drainage
32 facilities, landscaping and all other improvements is upon Developer. The fact that the Village or its engineer,
33 or its attorney, or its staff may approve a specific project shall not constitute a waiver or, relieve Developer
34 from the ultimate responsibility for the design, performance and function of the development and related
35 infrastructure.
36

37 **SECTION 13. GUARANTEES OF IMPROVEMENTS**
38

39 GKF Properties LLC, Garrett Foat and Kyle Foat, for themselves, their heirs, successors and assigns and, for any
40 legal entities under their control guarantees compliance with the terms of this Agreement and the completion
41 of the Project. Any failure to complete the improvements, public and private as described in this agreement,
42 shall be personally guaranteed and guaranteed against the value of the property as a special assessment
43 against the Property.
44

45 **SECTION 14. VILLAGE OBLIGATIONS**
46

- 47 1. Approvals. Village shall work in cooperation with the Developer to secure and to grant the following
48 approvals:
49 (i) Zoning, Rezoning, of the Property to accommodate development of the Project.
50

SECTION 15. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVAL OF CERTIFIED SURVEY MAP

Early Start may be permitted by the Building Inspector and Village Administrator.

SECTION 16. WETLANDS

According to 2009 Wisconsin Act 373, no permit may be issued until the property owner signs an agreement acknowledging that s/he received the following notice:

You are responsible for complying with state and federal laws concerning construction near or on wetlands, lakes, and streams. Wetlands that are not associated with open water can be difficult to identify. Failure to comply may result in removal or modification of construction that violates the law or other penalties or costs. For more information, visit the Wisconsin Department of Natural Resources wetlands identification web page at <https://dnr.wi.gov/topic/wetlands/identification.html> or contact the Department of Natural Resources service center.

SECTION 17. NOISE AND HOURS OF OPERATIONS

1. Developer shall make every effort to minimize noise, dust and similar disturbances, recognizing that the project is located near existing residences. If the Village Administrator determines that, the public health and safety will not be impaired by these activities he/she may grant permission for such work to be done during other hours on application being made at the time the permit for the work is awarded or during the progress of the work.

SECTION 18. CONDITIONS OF ALL OBLIGATIONS OF THE PARTIES UNDER THIS DEVELOPMENT AGREEMENT

As a condition to each and all of the covenants, agreements and other obligations of the Village under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

- a. All representations and warranties of Developer set forth in this Agreement and in all agreements expressly referred to herein shall at all times be true, complete and correct; and
- b. All covenants and obligations of Developer under this Agreement are duly and substantially performed, observed, satisfied and paid, when and as required herein; and
- c. No event of default has occurred, or with the giving of notice or lapse of time would occur; and
- d. There is no material adverse change in the financial condition of Developer, which might impair its ability to perform its obligations under this Agreement.

SECTION 19. DEFAULT/REMEDIES

1. An event of default ("Event of Default") is any of the following:
 - a. A failure by Developer to cause substantial completion of the Project or any part thereof to occur pursuant to the terms, conditions and limitations of this Agreement; a failure of either party to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Agreement within thirty (30) days of written notice of the failure to the Developer; and

- b. A failure by Developer to pay any amount due to the Village within ten (10) days of written notice of such failure to the Developer; and
 - c. Developer becomes insolvent or is the subject of bankruptcy, receivership or insolvency proceedings of any kind; or
 - d. The dissolution or liquidation of Developer, or the commencement of any proceedings therefore.
 2. Whenever an Event of Default occurs and is continuing, the non-breaching party may take any one or more of the following actions without waiving any rights or remedies available to it:
 - a. Immediately suspend its performance under this Agreement from the time any notice of an event of default is given until it receives assurances from the breaching party deemed adequate by the non-breaching party, that the breaching party will cure its default and continue its due and punctual performance under this Agreement; or
 - b. Commence legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the breaching party under this Agreement; or
 - c. Perform or have performed all necessary work in the event the non-breaching party determines that any Event of Default may pose an imminent threat to the public health or safety, without any requirement of any notice whatsoever. In the event of a default by Developer.
 3. No remedy or right conferred upon or reserved to a party in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.
 4. In the event any warranty, covenant or agreement contained in this Agreement should be breached by a party and thereafter waived by the other, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.
 5. Whenever any Event of Default occurs and a party incurs attorney's fees, court costs and other such expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the other herein contained, the prevailing party shall be reimbursed the actual attorney's fees, court costs and other such expenses incurred by such prevailing party.

SECTION 20. PERMITTED DELAYS

For the purpose of computing the commencement and completion periods, and time periods for either party to act, such times in which war, civil disaster, act of God, or extreme weather conditions occur or exist shall not be included if such time prevents Developer or the Village from performing its obligations under the Agreement. Except as aforesaid, only delays agreed to in writing and approved by the Village Administrator are acceptable.

SECTION 21. ADDITIONAL PROVISIONS

1. No member of any governing body or other official of the Village ("Village Official") shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, unless such interest is disclosed to the Village and the Village Official fully complies with all conflict of interest requirements of the Village. No Village Official shall participate in any decision relating to this Agreement, which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official or employee of the Village shall be personally liable to the Village for any event of default or breach by the Developer of any obligations under the terms of this Agreement.

2. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

3. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the Village in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the Village to approve or disapprove any and all plans and specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

4. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

5. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

6. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

Village Administrator
Village of Waterford
123 N. River St
Waterford, WI 53105

The notices or responses to Grantee shall be addressed as follows:

GKF Properties
Garrett Foat and Kyle Foat
421 N Milwaukee St
Waterford WI 53185

With a copy to:

gfoat@yahoo.com
kyle_foat@yahoo.com

SECTION 22. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES

Developer shall pay and reimburse the Village promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the Village in connection with this project or relative to the construction, installation, dedication and acceptance of the improvements covered by this agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. Any such charge not paid by Developer within forty-five (45) days of being invoiced may be charged against the financial guarantee held by the Village pursuant to this Agreement or assessed against the property as a special charge pursuant to §66.60(16), Wisconsin Statutes.

The following additional fees shall be paid by the Developer and are due upon the issuance of the building permit as to each building within the Project:

1. Sewer Impact Fee	\$1500.00 per dwelling unit
2. Water Impact and Connection Fee	\$1,500.00 per dwelling unit
3. Library Impact Fee	\$ 137.00 per dwelling unit
4. Fire Impact Fee	\$1,201.00 per dwelling unit
5. Park Impact Fee	\$ 900.00 per dwelling unit

SECTION 23. GENERAL INDEMNITY

Developer will indemnify and hold harmless the Village, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this paragraph collectively referred to as the "Indemnified Parties") against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any breach of any warranty, covenant or agreement of Developer under this Agreement, and the development of the Property; provided that the foregoing indemnification shall not be effective for any willful acts of the Indemnified Parties. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Project and the Property. All covenants, stipulations, promises, agreements and obligations of the Village contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the Village and not of any governing body, member, officer, agent, servant or employee of the Village. All covenants, stipulations, promises, agreements and obligations of Developer contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of Developer and not of any of its officers, owners, agents, servants or employees.

SECTION 24. INSURANCE

Developer, its contractors, suppliers and any other individual working on the public right of way shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms and in the amounts as required by the Village consistent with other projects in the Village.

SECTION 25. FEES AND CHARGES

Developer shall be responsible for zoning and development fees such as are applicable as of the date of this Agreement. The Developer shall be responsible for any impact fees as are properly levied by the Village according to the terms of this agreement and as may be amended by ordinance.

SECTION 26. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES

The parties mutually agree that the Village President of the Village Board, and/or the Village Clerk, entered into and are signatory to this agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

SECTION 27. GENERAL CONDITIONS AND REGULATIONS

All provisions of the Village Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this agreement as fully as if set forth at length herein. This agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

SECTION 28. ZONING

The Village does not guarantee or warrant that the subject property of this agreement will not at some later date be rezoned, nor does the Village herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this agreement.

SECTION 29. COMPLIANCE WITH CODES AND STATUTES

Developer shall comply with all current and future applicable codes of the Village, County, State and federal government and, further, Developer shall follow all current and future lawful orders of all duly authorized employees and/or representatives of the Village, County, State or federal government.

SECTION 30. AGREEMENT FOR BENEFIT OF PURCHASERS

Not applicable.

SECTION 31. ASSIGNMENT

Developer shall not transfer, sell or assign the property or assign this Agreement or its obligations hereunder without the express prior written consent of the Village until the Developer has fully complied with its obligations under this Agreement. Any such consent requested of the Village prior thereto may not be unreasonably withheld, conditioned or delayed.

SECTION 32. BINDING

This Agreement shall be binding upon the parties hereto and their respective representatives, successors and assigns, and any and all future owners of the Property or any portion thereof, and their respective heirs, representatives, successors and assigns.

SECTION 33. AMENDMENTS

The Village and Developer, by mutual consent, may amend this Developer's Agreement at any meeting of the Village Board. The Village shall not, however, consent to an amendment until after first having received a recommendation from the Village's Plan Commission.

SECTION 34. DURATION

Developer acknowledges that the requirements regarding the operation and maintenance of the project as fully described above shall continue and not expire. Developer acknowledges that the Village may from time to time establish new zoning, utility, storm water and other requirements or standards that apply to similarly situated properties which, if applicable shall apply to this project. Developer may petition the Village Board to cancel or eliminate the requirements of the Agreement. Prior to considering the petition, the Board shall ask the Plan Commission to conduct a public hearing and make a recommendation regarding the petition. The Board may cancel the Agreement if it determines that there is no further value or need for the Developer to comply with its requirements.

SECTION 35. ADDITIONAL MINIMUM ASSESSED VALUATION

Intentionally Omitted

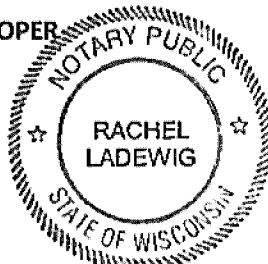
SECTION 36. TID #3 INCENTIVE TO PROPERTY OWNER, NOT DEVELOPER

Upon the creation of TID #3 and subsequent actions to create improvements on parcel 191-041936030000 on 7th St. in Waterford, WI in the creation of 12 apartment units and assessed for at least at \$2,000,000 (two million dollars) in value, the Village hereby grants the following incentive for development:

The property owner will receive 50% of the tax increment created (SUBJECT TO THE TERMS CONTAINED IN SECTION 37 OF THIS AGREEMENT) from improvements made on parcel 191041936030000 for development of 12 apartment units on 7th St. in Waterford WI, up to a total incentive value of \$150,000 (one hundred fifty thousand dollars). Qualified payments will be made annually by the Village to the property owner (not until, and after successful completion and occupancy of all 12 units by December 31, 2023), and the incentive shall run with the property, not with the Developer. The Village will make payment on or about May 15 of each year, in an amount of 50% of the tax increment paid by the property owner as a TID #3 incentive for development that would not occur if it were not for this incentive. The Village will continue to make annual payments to the property owner until the total incentive value of \$150,000 has been paid to the property owner, or until such time that the TID #3 expires. The property owner will only be eligible to receive this incentive if all terms of this development agreement are complied with, along with all applicable Village Ordinances.

IN WITNESS WHEREOF, the Developer and the Village have caused this agreement to be signed by their appropriate officers and their corporate seals to be hereunto affixed in three original counterparts the day and year first above written.

DEVELOPER



STATE OF WISCONSIN)

Premier GKF Properties, LLC, a Wisconsin limited liability company

By: Kyle Foat
Kyle Foat, Member and Personally

By: Garrett Foat
Garrett Foat, Member and Personally

1)ss
2 COUNTY OF WAUKESHA)
3

4 Personally came before me this 9th day of October, 2023, Kyle Foat, Member and Garrett
5 Foat, Member of GKF Properties, LLC, and each personally, to me known to be the person who executed the
6 foregoing instrument and to me acknowledged that he executed the foregoing instrument in such capacity.

7 Rachel Ladewig
8 Notary Public, State of WI
9 My commission expires: Feb 5, 2025
10

11
12 VILLAGE OF WATERFORD, WI
13

14 [Signature]
15 Village President
16 Rachel Ladewig
17 Village Clerk

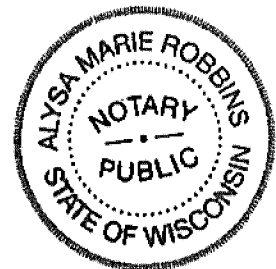
18 STATE OF WISCONSIN)
19)ss
20 COUNTY OF RACINE)
21

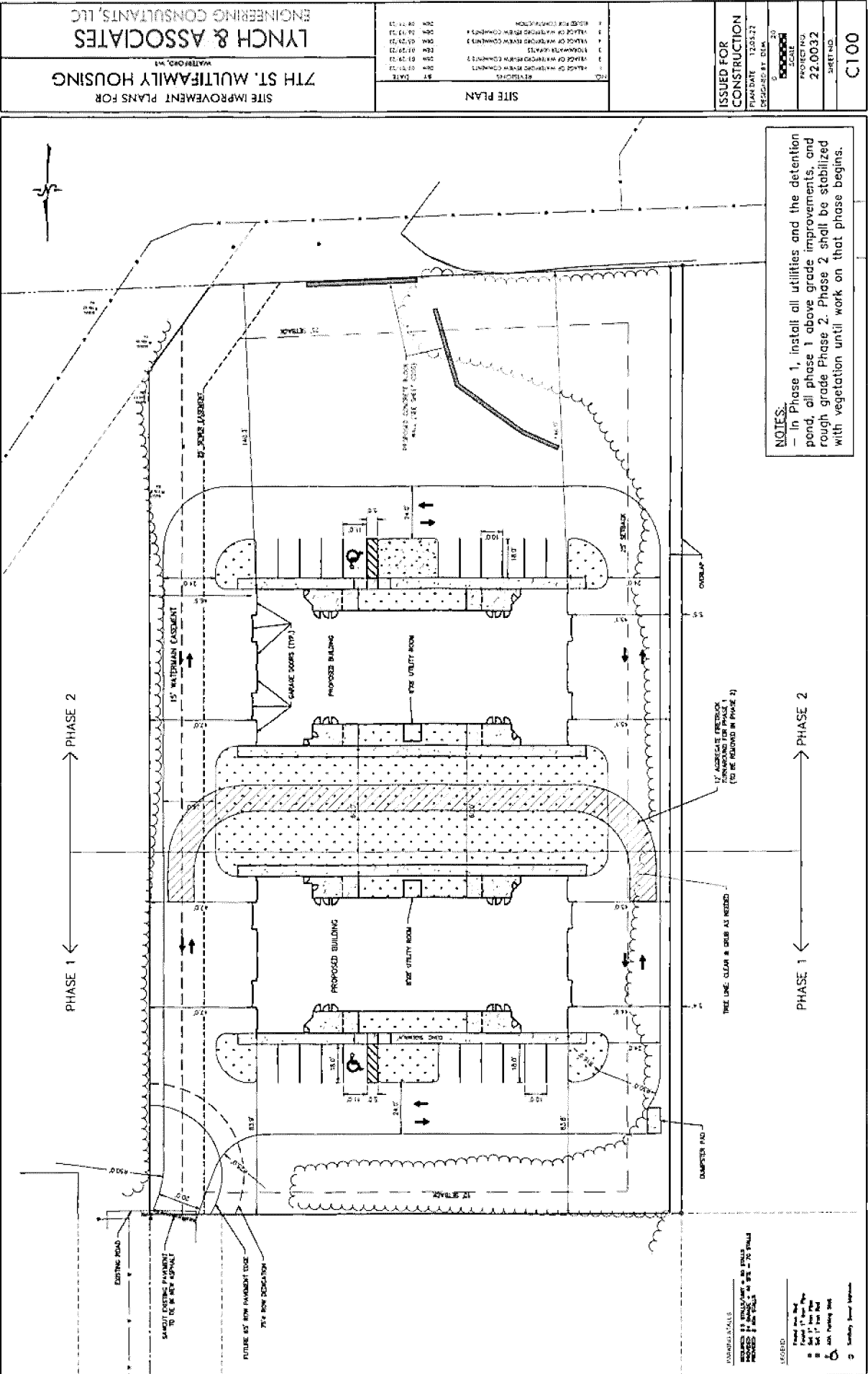
22 Personally came before me this 9 day of October, 2023, the above named
23 Don Hatten and Rachel Ladewig, Village Clerk, of the above-named municipal
24 corporation, to me known to be the persons who executed the foregoing instrument and to me known to be
25 such individual and Village Clerk of the municipal corporation and acknowledged that they executed the
26 foregoing instrument as such officers as the deed of the municipal corporation by its authority and pursuant
27 to the authorization by the Village Board from their meeting on the 13 day of February, 2023.

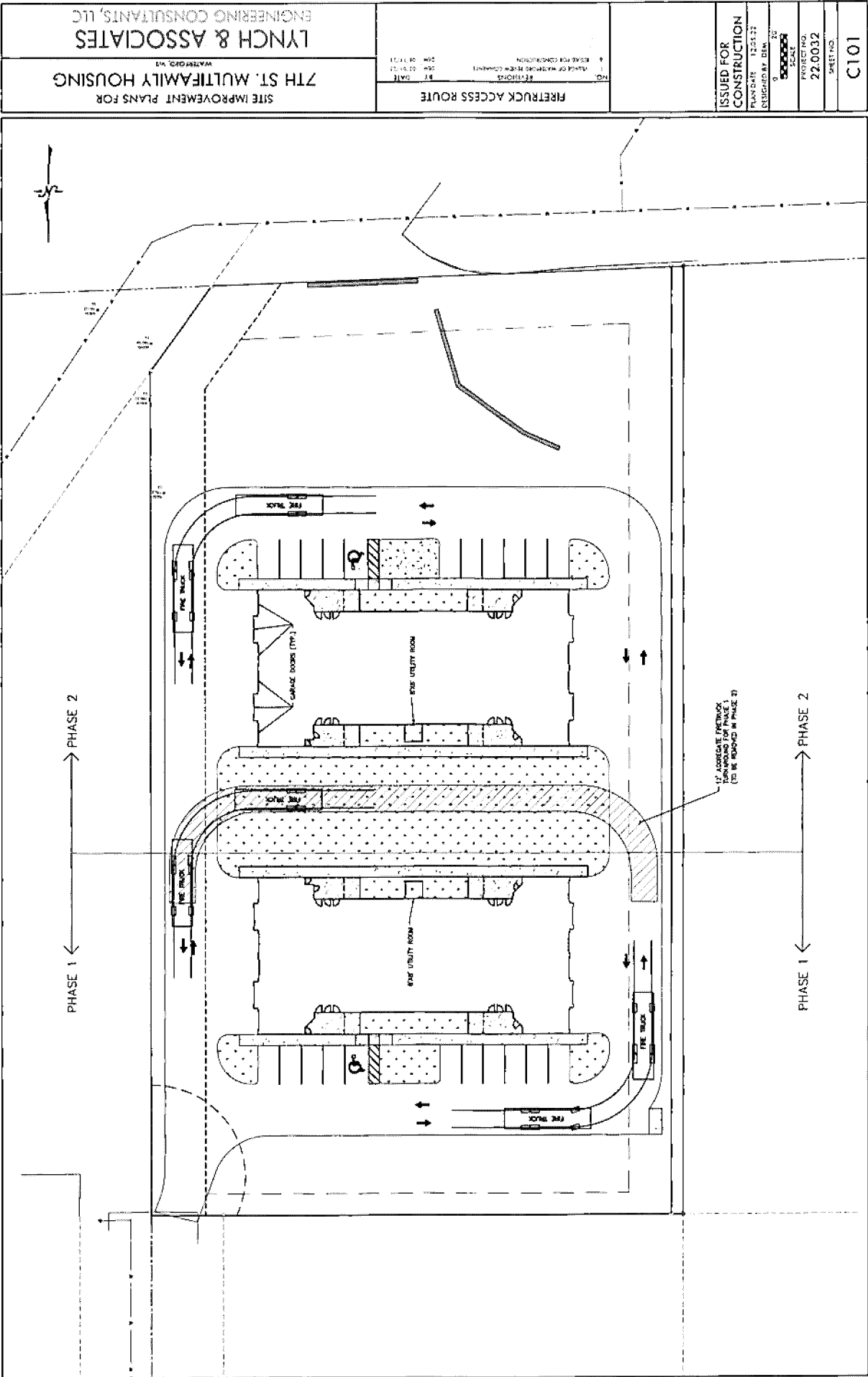
28 Alysa Marie Robbins
29 Notary Public, State of WI
30 My commission expires: 10.2.25

31 Approved As To Form:

32 [Signature]
33 Todd A. Terry, Village Attorney
34
35
36
37

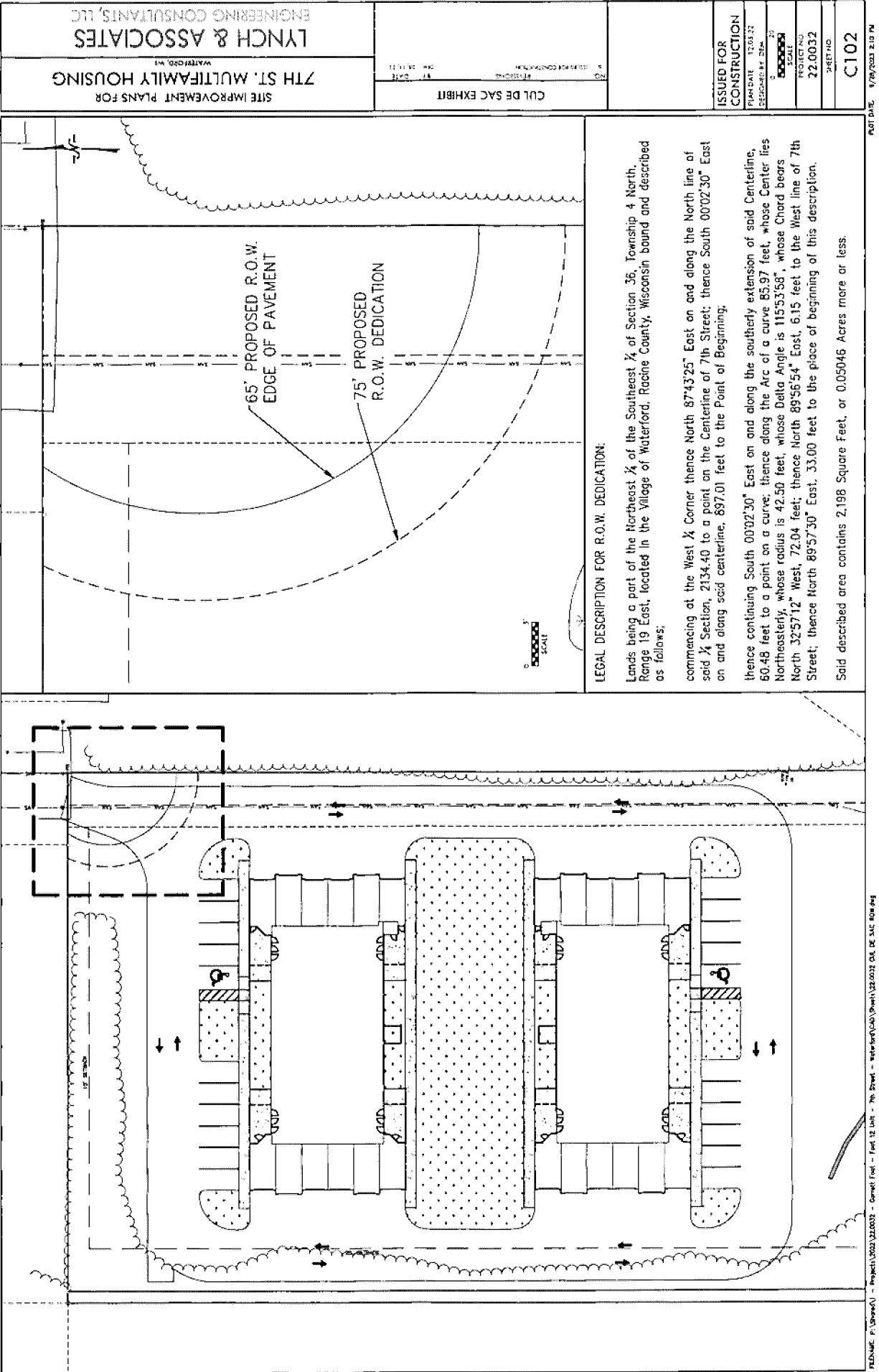


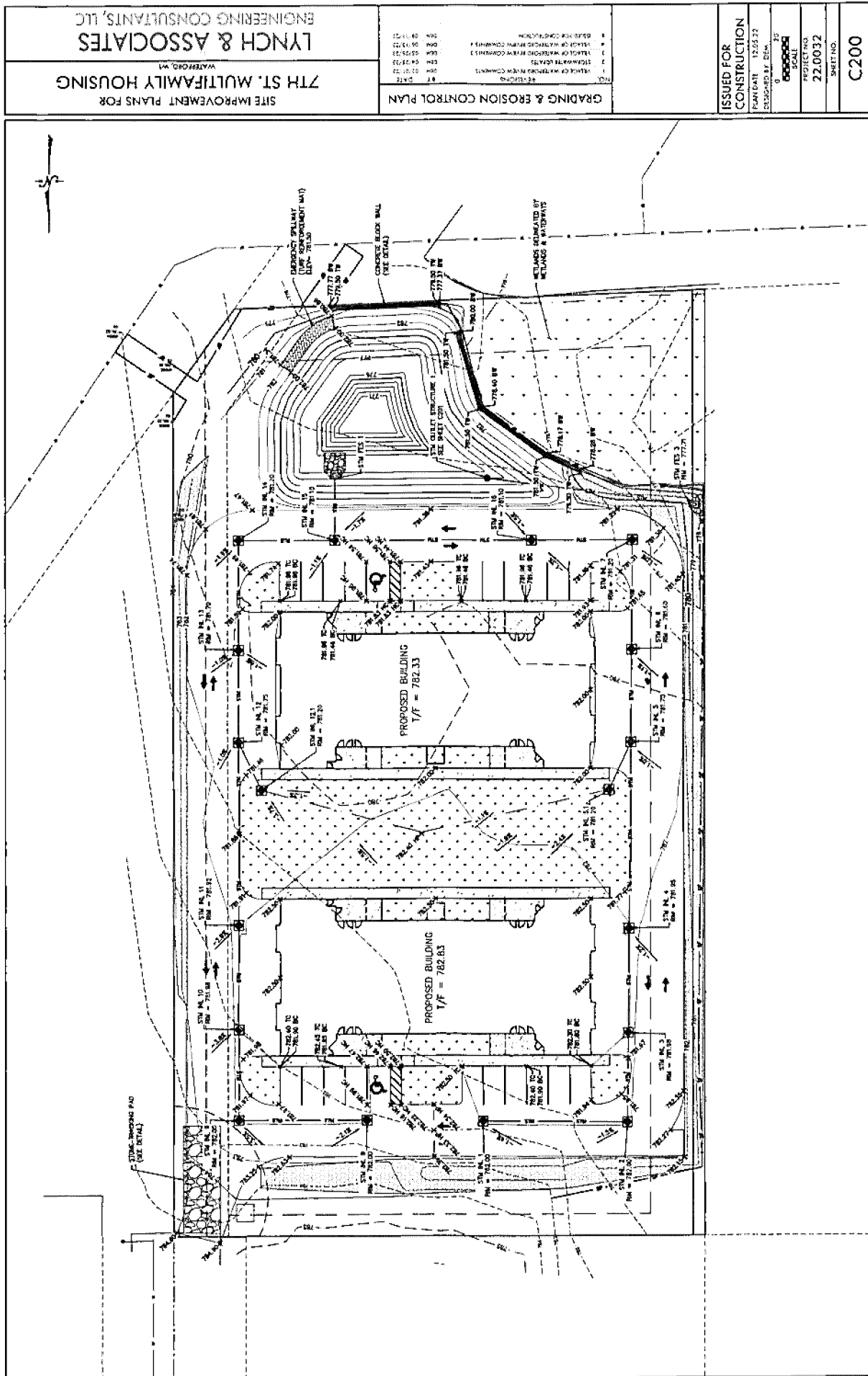


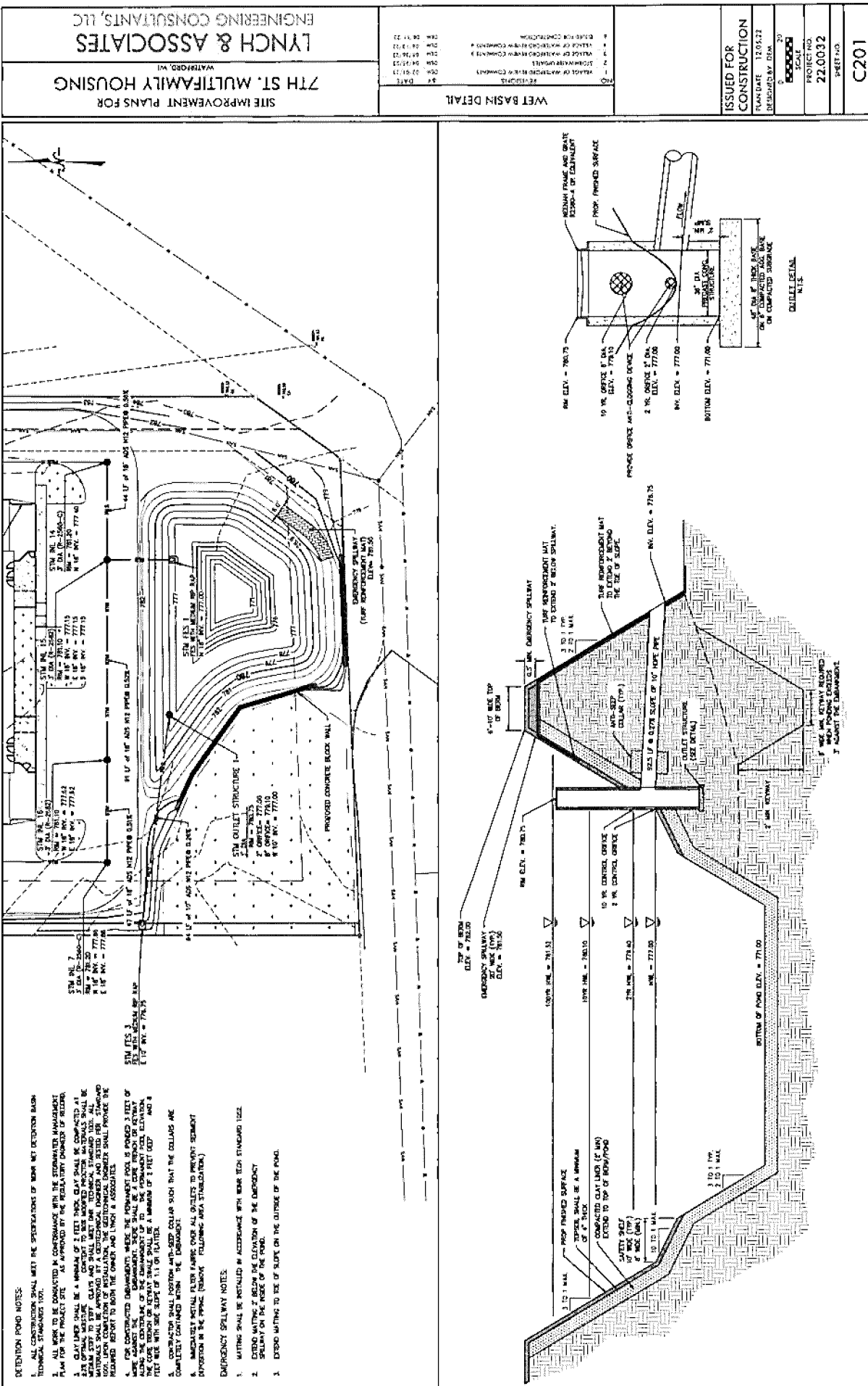


SITE IMPROVEMENT PLANS FOR 7TH ST. MULTIFAMILY HOUSING WATERLOO, IA		NO. 1 FIRETRUCK ACCESS ROUTE 8/7 DATE 08/17/22 9. REVISIONS FOR CONSTRUCTION 10. REVISIONS FOR WATERWORKS REVIEW COMMENTS 11. REVISIONS FOR CONSTRUCTION 12. REVISIONS FOR CONSTRUCTION	ISSUED FOR CONSTRUCTION PLAN DATE 12/21/22 DESIGNED BY DEW PROJECT NO. 22.0032 SHEET NO. C101
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PLANNED BY: P. Schmitt
 PROJECT NO: 22.0032
 SHEET NO: C101
 DATE: 8/17/2022 2:10 PM







ENGINEERING CONSULTANTS, LLC

LYNCH & ASSOCIATES

WATERSIDE, VA

7TH ST. MULTIFAMILY HOUSING

SITE IMPROVEMENT PLANS FOR

STORM SEWER & UTILITY PLAN

NO. 10

DATE 08/11/22

BY 08/11/22

DESIGNED BY 08/11/22

CHECKED BY 08/11/22

APPROVED BY 08/11/22

REVISIONS FOR CONSTRUCTION

1. STORM SEWER LAYOUTS

2. STORM SEWER LAYOUTS

3. STORM SEWER LAYOUTS

4. STORM SEWER LAYOUTS

5. STORM SEWER LAYOUTS

6. STORM SEWER LAYOUTS

7. STORM SEWER LAYOUTS

8. STORM SEWER LAYOUTS

9. STORM SEWER LAYOUTS

10. STORM SEWER LAYOUTS

ISSUED FOR CONSTRUCTION

PLAN DATE 12/03/22

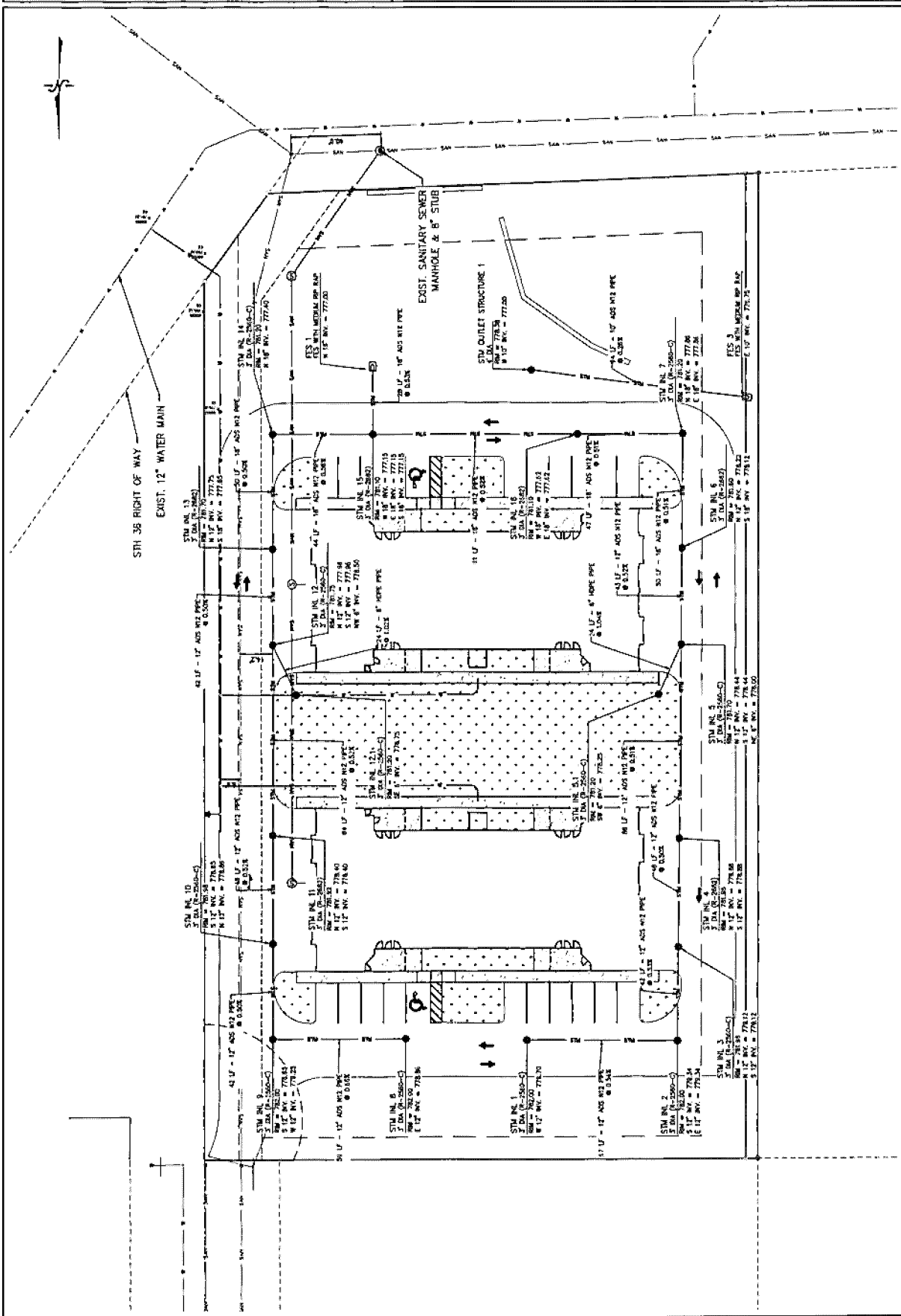
DESIGNED BY 2520

SCALE 1"=20'

PROJECT NO. 22.0032

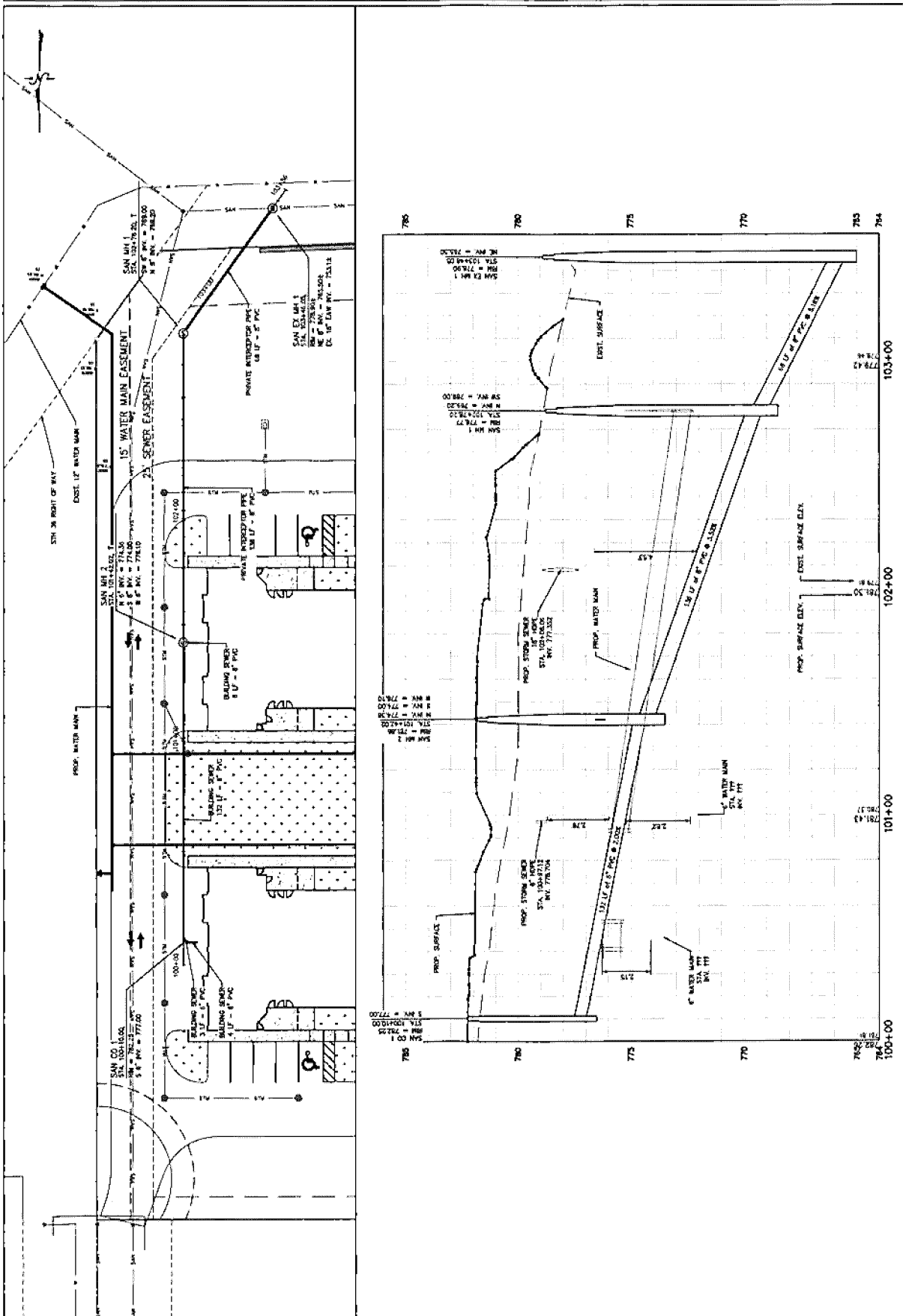
SHEET NO. C300

8/24/2022 2:11 PM

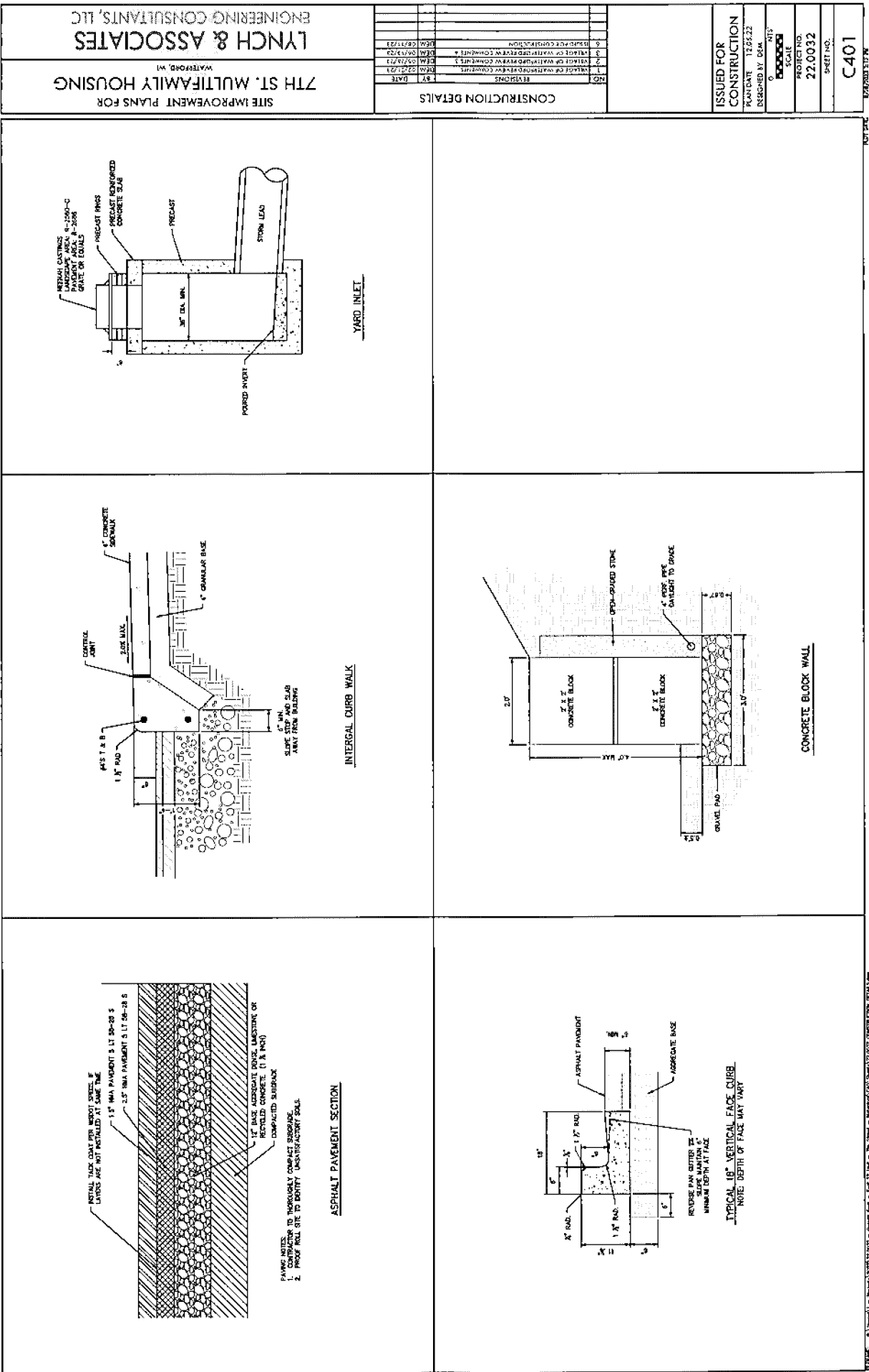


SITE IMPROVEMENT PLANS FOR 7TH ST. MULTIFAMILY HOUSING WATERLOO, WI LYNCH & ASSOCIATES ENGINEERING CONSULTANTS, LLC		SANITARY SEWER PLAN & PROFILE REVISIONS 1. VALUED BY WATERLOO ENGINEERING CONSULTANTS, LLC 2. VALUED BY WATERLOO ENGINEERING CONSULTANTS, LLC 3. VALUED BY WATERLOO ENGINEERING CONSULTANTS, LLC 4. VALUED BY WATERLOO ENGINEERING CONSULTANTS, LLC DATE: 08/11/20	
ISSUED FOR CONSTRUCTION PLAN DATE: 12/03/22 DESIGNED BY: ERM		SCALE: 1" = 40'-0" PROJECT NO.: 22.00.032 SHEET NO.: C301	

PLOT DATE: 9/28/2022 2:11 PM



FILENAME: A:\Sewer\22-00032\22.00.032 - Sanitary Sewer - East 15 Unit - 7th Street - Waterloo\DWG\3-22.00.032 SAN P&P.dwg



Document Number	DEVELOPMENT AGREEMENT Document Title
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Document # **2635856**
RACINE COUNTY REGISTER OF DEEDS
August 03, 2022 2:24 PM

Karie Pope

KARIE POPE
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

****The above recording information verifies
this document has been electronically recorded****
Returned to Terry & Nudo, LLC
Pages: 15

Return to:
Todd A. Terry, Attorney at Law
TERRY & NUDO, LLC
600 52nd Street, Ste. 320
Kenosha, WI 53140

SEE BELOW

Parcel Identification Number

All of Lots 5-6, part of Lots 2-4 and part of the unnamed public street adjacent to said Lots 2, 3 and 5, all being part of Gemini Subdivision, Volume 34, Plats. Page 695, Document Number 2553782, being located in the Southwest 1/4 of the Southeast 1/4, Section 25, Township 4 North, Range 19 East, Village of Waterford, Racine County, Wisconsin, more fully described as follows:

Commencing at the South 1/4 corner of said Section 25; thence N87°44'29"E, 430.37 feet on the south line of said Southeast 1/4; thence N42°25'02"W, 10.00 feet to the POINT OF BEGINNING; thence continuing N42°25'02"W, 315.01 feet to the easterly right of way of Cornerstone Crossing; thence N34°00'38"E, 443.91 feet on said easterly right of way; thence N79°46'49"E, 34.76 feet on said easterly right of way to the southerly right of way of Cornerstone Court; thence on said southerly right of way 172.38 feet on the arc of a 447.00 foot radius curve to the right, having a long chord which bears S41°48'09"E, 171.31 feet; thence on said southerly right of way 147.86 feet on the arc of a 153.00 foot radius curve to the left, having a long chord which bears S58°26'26"E, 142.18 feet; thence S22°08'59"E, 200.83 feet; thence S05°04'17"E, 58.20 feet; thence S50°06'14"W, 217.78 feet; thence N74°00'42"W, 72.15 feet; thence S74°46'04"W, 155.24 feet to the Point of Beginning. Excepting therefrom those parts used for road purposes.

For informational purposes only:

Property Address: Cornerstone Xing (vacant land) Waterford, Waterford, WI 53185

*Tax Key Number: 191-041925020102, 191-041925020103, 191-041925020104, 191-041925020105 and
191-041925020106*

DRAFTED BY:



TERRY & NUDO, LLC

Todd A. Terry, Attorney at Law

SBN: 1047175

600 52nd Street, Suite 320

Kenosha, WI 53140

Telephone: (262) 842-2338

Facsimile: (262) 584-9949

Email: Todd@LawMidwest.com

1 **DEVELOPMENT AGREEMENT**

2 **For**

3 **Premier GEMINI Waterford, LLC Tax Parcel Numbers (All and/or portions thereof according to the**
4 **attached CSM) 191041925020106, 191041925020104,**
5 **191041925020105, 191041925020102 and, 191041925020103**

6
7 **THIS AGREEMENT** is made and entered into this 29th day of July, 2022, by and between
8 the Village of Waterford, Racine County, Wisconsin, a municipal corporation ("Village"), and Premier Gemini
9 Waterford, LLC, a Wisconsin limited liability company ("Developer").

10
11 **RECITALS**

12 **WHEREAS**, the Developer is to acquire all or portions (as depicted on the attached CSM) of Tax Parcel
13 Numbers 191041925020106, 191041925020104, 191041925020105, 191041925020102 and,
14 191041925020103 (collectively, the "Property") from the Village, under the terms of that certain Vacant Land
15 Offer to Purchase dated September 13, 2021 between the Village and Premier Real Estate Management, LLC
16 (the "Offer"). The Offer has been assigned to Developer; and

17
18 **WHEREAS**, the use of the Property is currently governed by Ordinance No. 396, as part of the Waterford
19 Centre Commercial/Industrial Planned Community Development District; and

20
21 **WHEREAS**, the parties mutually desire to establish fair and reasonable terms, conditions and
22 requirements for the development of the Property with Four (4) Twelve (12) unit multifamily apartment
23 buildings (the "Project");

24
25 **AGREEMENT**

26
27 **NOW, THEREFORE**, in consideration of the Recitals, the covenants and agreements set forth herein, and
28 for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the
29 parties hereby agree as follows:

30
31 **SECTION 1. REPRESENTATIONS AND WARRANTIES OF DEVELOPER**

32
33 Developer makes the following representations and warranties which the Village may rely upon in entering
34 into this and all other agreements with Developer and upon which the Village may rely in granting all approvals,
35 permits and licenses for the Project (as hereinafter defined) and in executing this Agreement and performing
36 its obligations hereunder:

- 37
38 1. Developer is a duly organized and existing legal entity in current status under the laws of the State of
39 Wisconsin.
40
41 2. The execution, delivery and performance of this Agreement and the consummation of the transactions
42 contemplated hereby have been duly authorized and approved by Developer, and no other or further
43 acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and
44 performance of this Agreement and the matters contemplated hereby. This Agreement, and the
45 exhibits, documents and instruments associated herewith and made a part hereof, have been duly
46 executed and delivered by Developer and constitute the legal, valid and binding agreement and
47 obligation of Developer, enforceable against it in accordance with their respective terms, except as the
48 enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar
49 laws affecting the enforcement of creditors' rights generally, and by general equitable principles.
50

Premier Waterford, Tax Parcel Numbers 191041925020106, 191041925020104,
191041925020105, 191041925020102 and, 191041925020103 Development Agreement

3. There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize or materially and adversely affect the ability of the Developer to perform its obligations hereunder.
4. Developer has at this time and, will have so long as this Agreement continues in effect, project-financing commitments sufficient to provide funding for the completion of the Project and for the Developer's obligations under this Agreement. Developer shall provide evidence that those commitments exist upon the signing of this agreement.
5. Developer represents and warrants that it will have obtained all necessary equity and debt financing committed to fully fund all the construction of the Project, prior to the commencement of construction.
6. Developer represents that it will make reasonable effort to seek bids from Waterford contractors, suppliers, trades, banks and building materials suppliers to finance and construct the Project, provided, however, that the Developer shall not be obligated to accept bids that are uncompetitive, in terms of quality, timing and/or pricing. The TID credit established in Section 36 describes this more fully.
- 7.

SECTION 2. ZONING APPROVALS

1. The Property is presently undeveloped, vacant land and is located in the Village. The Village agrees, subject to the approval by the Developer of this Agreement, that the Ordinance 396 will be amended to allow the Property to receive a Zoning Permit as per the requirements of Chapter 245 of the Village's Municipal Code, as well as Section 245-77 of the Municipal Code. The Developer agrees that the primary standard to be met for the issuance of the Zoning permit is the construction and operation of the Project in a single phase.
2. Developer agrees to comply with all of the requirements of Municipal Code that relate to zoning landscaping, lighting, architecture, traffic, parking, fire and the building codes.
3. Developer agrees to comply with the architectural feature determinations made by the Plan Commission upon their review, which shall be generally consistent with the approved plans and drawing as specified in this Agreement. The Village Administrator is authorized to grant amendments to the plans submitted as "in field changes" only if he finds them to be necessary for the project.
4. Developer agrees to construct the Project represented on the various attachments listed below. The Village acknowledges that the exact locations of interior walls and room sizes may vary from the attached drawings. The buildings comprising the Project shall be constructed as presented during the Village Board meeting approving this Agreement with the specific plans and specifications to be retained as a separate exhibit within Developer's file at the Village.

SECTION 3. PROJECT PHASING

1. Developer acknowledges that the time period of validity for the Zoning Permit shall commence at the time of construction on the Project commences, and shall be extended, as a matter of right, until the completion of the Project, which is projected at December 31, 2024 is for a period of 24 months from the date of issuance, and may be extended in additional 12 month increments at the discretion of the Village Administrator.

Premier Waterford, Tax Parcel Numbers 191041925020106, 191041925020104,
191041925020105, 191041925020102 and, 191041925020103 Development Agreement

2. Developer acknowledges that the time period for a building permit is under the control of the building inspector but, shall be consistent with Section 3.1 above.

SECTION 4. OCCUPANCY PERMITS

It is expressly understood and agreed that no occupancy permits shall be issued for the development until the Village has determined that:

1. The Village agrees that occupancy permits shall be issued upon the completion of each building within the Project, provided however, that no occupancy permit for any building shall be issued until the storm water management facilities as to the phase of the Project in which the building is located has been completed, the building is serviced by sewer and water, and the building inspector has reasonably determined the subject building is safe for occupancy.
2. Developer has paid in full all permit fees, impact fees, connection fees and reimbursement of administrative costs as required and in effect at the time of this Agreement, as to the building for which an occupancy permit is requested
3. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.
4. Developer is not in default of any aspect of this Agreement.
5. As a condition for the issuance of occupancy permits for each building, all aspects of the Project must comply with all applicable fire and building codes, as well as all applicable codes and regulations.
6. Prior to or contemporaneously with the acquisition of the Property, Village shall cause to a Certified Survey Map to be created, approved and executed by the Village and recorded in the office of the Register of Deeds for Racine County, Wisconsin (the "CSM"). The CSM shall create Two (2) lots. Lot 1 shall be transferred to the Developer for construction of the Project subject to the terms of this agreement and the offer. Lot 2 shall be retained by the Village.

SECTION 5. RESERVATION OF RIGHTS AS TO ISSUANCE OF ZONING PERMITS

The Village reserves the right to withhold issuance of some or all zoning, building and occupancy permits if Developer is in violation of this Agreement. The developer acknowledges that the issuance of building permits and fire sprinkler permits, and related inspection compliance is not under the control of the Village.

SECTION 6. PUBLIC IMPROVEMENTS

A. PUBLIC STREETS AND SIDEWALKS

Developer agrees that all construction access to the property shall be off Cornerstone Court. Developer shall have ultimate responsibility for cleaning up all mud, dirt, stone or debris on public streets during construction. The Village shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, to clean up the same or to hold the developer who hired the contractor responsible. The Developer owner shall use its best efforts to clean up the streets within seventy-two (72) hours after receiving a notice from the Village. If the mud, dirt, stone or debris

Premier Waterford, Tax Parcel Numbers 191041925020106, 191041925020104,
191041925020105, 191041925020102 and, 191041925020103 Development Agreement

is not cleaned up after notification, the Village will do so at Developer's expense, at the option of the Village.

Developer shall manage all work within the Right of Way in accordance with the plans and restore any disturbed area within the Right of Way to a condition of acceptability to the Village.

B. SURFACE AND STORM WATER DRAINAGE

Developer hereby agrees that:

1. Prior to the start of construction of improvements, Developer shall provide to the Village written certification from the Developer's Engineer that all surface and storm water drainage facilities and erosion control plans are in conformance with all federal, state, county and Village regulations, guidelines, specifications, laws and ordinances, and written proof that the Village Engineer has reviewed and approved the plans.
2. Developer shall provide written approval by the Wisconsin Department of Natural Resources that the storm water management plan meets all NR 151 and NR 216 requirements and/or other DNR requirements that may be promulgated.
3. Developer shall construct, install, furnish and provide adequate facilities as specified in the attached drawings for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and the existing flow from adjacent properties, in accordance with all plans and specifications, and all applicable federal, state, county and Village regulations.
4. Developer agrees that the site grading and construction of surface and storm water drainage facilities for each phase of the Project shall be completed and accepted by the Village before any occupancy permits are issued for any building in each phase of the Project. The Village will not accept the dedication of the surface and storm water drainage system until the entire system is installed in accordance with plans and specifications to the reasonable satisfaction of the Village Administrator.

C. GRADING, EROSION AND SILT CONTROL

Developer hereby agrees that:

1. Prior to commencing site grading and execution, Developer shall provide to the Village written certification from the Developer's Engineer that the plan, once implemented, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources and or the Department of Commerce and written proof that the Wisconsin Department of Natural Resources and or the Department of Commerce and the Army Corps of Engineers, if applicable, have approved the plans.
2. Developer shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the

Village Engineer, the Wisconsin Department of Natural Resources, and or the Department of Commerce
and Army Corps of Engineers, if applicable.

D. LANDSCAPING AND SITE WORK:

Developer hereby agrees that:

1. Developer shall install new plantings consistent with the attached landscaping plan.
2. Developer, as required by the Village, shall remove and lawfully dispose of building foundation materials, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish. The developer shall have ultimate responsibility for cleaning up debris that has blown from building under construction. The Developer and/or subject contractor shall clean up the debris within seventy-two (72) hours after receiving a notice from the Village. If the debris is not cleaned up after notification, the Village will do so at the Developer's and/or subject contractor's expense.
3. Landscaping and removal of unwanted items, will be completed and certified as complete by the Village for the project. Any plants, trees or other screening vegetation required by this Agreement shall be maintained and replaced while this Agreement is in effect.

E. SIGNAGE, STREET SIGNS AND TRAFFIC CONTROL

1. Developer shall provide all traffic signage deemed necessary by the Village in connection with construction.
2. Developer acknowledges that Project related signage is not part of this approval and must be applied for separately. Any representation of Project signage on the plan sheets is representative only and not approved as part of this Agreement.

F. WATER MAIN AND SANITARY SEWER MAIN SYSTEM

Developer hereby agrees that:

1. The improvements shall be constructed in accordance with the following specifications.
 - a. Village of Waterford Engineering Design Manual, most recent edition.
 - b. Standard Specifications for Sewer and Water Construction in Wisconsin, Fifth Edition, March 1, 1988, and as amended January 1, 1992.
 - c. The Wisconsin Construction Site Best Management Practice Handbook for Erosion Control.
 - d. State of Wisconsin, Department of Transportation Standard Specifications for Highway and Structure Construction, 1996 and supplemental specifications or the most recent edition.
2. A sewer and water plan should be submitted to the Village Utility Department that shows where every water service line and sanitary line runs, the location of all water meters, calculations on sanitary fixture units for each metered location to enable the Utility Department to determine the impact and hook-up fees. The Developer shall install the sanitary and water connections to the Village system in accordance with the plans and specifications Sheets on file in the Village Administrator's office.

Premier Waterford, Tax Parcel Numbers 191041925020106, 191041925020104,
191041925020105, 191041925020102 and, 191041925020103 Development Agreement

3. Developer agrees to do all the public and private infrastructure construction according to the Village's various codes including but not limited to the Utility Code, Land Division Code and the Design Standards. Upon completion of all construction the developer shall provide the Village with "as built" plans. The "as built" plans shall be provided in electronic version formatted by commercial GIS mapping company ESRI or in PDF Pro format. The developer agrees that all underground piping regardless of type or location shall be marked with locating wire according to accepted standards. The developer agrees that all improvements within the public right-of-way or public easements shall be inspected by Village Inspectors at the developer's expense.

G. ADDITIONAL IMPROVEMENTS

Not applicable.

SECTION 7. SITE SPECIFIC REQUIREMENTS

1. Developer shall maintain continuous access around the building and to any fire hydrants as required by the current Zoning Code as directed by the Fire Department and Water Utility.
2. Developer agrees to bury all electric, telephone and cable television lines from existing wooden poles to the building.
3. The lighting plan shall not allow any light trespass at the property line in excess of the standards set forth in Section 245. The lighting contractor shall provide written verification of compliance before occupancy shall be granted. No pole lighting will be included within the Project.
4. Village agrees that the general contractor for the Project shall be allowed a temporary construction sign on the property equal to 32 square feet per side per the requirements of Section 245 of the Code.

SECTION 8. TIME OF COMPLETION OF IMPROVEMENTS

The improvements set forth in Section 3 above shall be completed by Developer in total within the specific time limits from the date of the date of this agreement being signed except as otherwise provided for in this agreement.

SECTION 9. FINAL ACCEPTANCE

Village's engineer and administrator shall have joint responsibility of acceptance of any public improvement.

SECTION 10. DEDICATION OF IMPROVEMENTS

All improvements requested by the Village for public purposes shall be deemed dedicated to the public upon completion of the project and issuance of an occupancy permit for any part of all of the project. Rights of way, water, sanitary sewer, storm sewer, roads, public water stations, public sidewalks, paths and any other depicted public improvement made by Developer shall be deemed a part of this section.

Premier Waterford, Tax Parcel Numbers 191041925020106, 191041925020104,
191041925020105, 191041925020102 and, 191041925020103 Development Agreement

SECTION 11. ACCEPTANCE OF WORK AND DEDICATION

Acceptance of work shall be made by the Village's Engineers and Village Administrator. Dedication shall be deemed complete on the issuance of any occupancy permit.

SECTION 12. APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER

The ultimate responsibility for the proper design and installation of sewer facilities, water facilities, drainage facilities, landscaping and all other improvements is upon Developer. The fact that the Village or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a waiver or, relieve Developer from the ultimate responsibility for the design, performance and function of the development and related infrastructure.

SECTION 13. GUARANTEES OF IMPROVEMENTS

Calvin M. Akin, for himself, his heirs, successors and assigns and, for any legal entities under his control guarantees compliance with the terms of this Agreement and the completion of the Project. Any failure to complete the improvements, public and private as described in this agreement, shall be personally guaranteed and guaranteed against the value of the property as a special assessment against the Property.

SECTION 14. VILLAGE OBLIGATIONS

1. Approvals. Village shall work in cooperation with the Developer to secure and to grant the following approvals:
 - (i) Zoning, Rezoning, or PUD Amendment of the Property to accommodate development of the Project.
 - (ii) Approval, if necessary, for the expansion and/or extension of the storm sewer, sanitary sewer, water, and electric facilities to serve the Project.
2. Conveyance of Village Property. The Village shall convey the Property to the Developer pursuant to the terms of the Offer, 2021, no later than July 31st, 2022.
3. Use of Regional Detention Pond. The Village, at no cost to Developer, shall permit the Developer to use and to discharge stormwater from Lot 1 of the CSM to the regional detention pond owned by the Village at no cost to Developer.

SECTION 15. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVAL OF CERTIFIED SURVEY MAP

Early Start may be permitted by the Building Inspector and Village Administrator.

SECTION 16.

INTENTIONALLY OMITTED.

SECTION 17. NOISE AND HOURS OF OPERATIONS

1. Developer shall make every effort to minimize noise, dust and similar disturbances, recognizing that the project is located near existing residences. Project construction or demolition shall only occur between the hours of 7:00 a.m. and 8:00 p.m., during weekdays and Saturdays. No construction or demolition is

permitted on Sundays or national holidays. Grading, excavation, demolition, roadway construction or underground utility construction shall only occur between the hours of 7:00 a.m. and 8:00 p.m., during weekdays and Saturdays except in cases of urgent necessity in the interest of public health and safety. If the Village Administrator determines that, the public health and safety will not be impaired by these activities he/she may grant permission for such work to be done during other hours on application being made at the time the permit for the work is awarded or during the progress of the work.

SECTION 18. CONDITIONS OF ALL OBLIGATIONS OF THE PARTIES UNDER THIS DEVELOPMENT AGREEMENT

As a condition to each and all of the covenants, agreements and other obligations of the Village under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

- a. All representations and warranties of Developer set forth in this Agreement and in all agreements expressly referred to herein shall at all times be true, complete and correct; and
- b. All covenants and obligations of Developer under this Agreement are duly and substantially performed, observed, satisfied and paid, when and as required herein; and
- c. No event of default has occurred, or with the giving of notice or lapse of time would occur; and
- d. There is no material adverse change in the financial condition of Developer, which might impair its ability to perform its obligations under this Agreement.

SECTION 19. DEFAULT/REMEDIES

1. An event of default ("Event of Default") is any of the following:
 - a. A failure by Developer to cause substantial completion of the Project or any part thereof to occur pursuant to the terms, conditions and limitations of this Agreement; a failure of either party to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Agreement within thirty (30) days of written notice of the failure to the Developer; and
 - b. A failure by Developer to pay any amount due to the Village within ten (10) days of written notice of such failure to the Developer; and
 - c. Developer becomes insolvent or is the subject of bankruptcy, receivership or insolvency proceedings of any kind; or
 - d.
 - e. The dissolution or liquidation of Developer, or the commencement of any proceedings therefore.
2. Whenever an Event of Default occurs and is continuing, the non-breaching party may take any one or more of the following actions without waiving any rights or remedies available to it:
 - a. Immediately suspend its performance under this Agreement from the time any notice of an event of default is given until it receives assurances from the breaching party deemed adequate by the non-breaching party, that the breaching party will cure its default and continue its due and punctual performance under this Agreement; or

- b. Commence legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the breaching party under this Agreement; or
 - c. Perform or have performed all necessary work in the event the non-breaching party determines that any Event of Default may pose an imminent threat to the public health or safety, without any requirement of any notice whatsoever. In the event of a default by Developer.
3. No remedy or right conferred upon or reserved to a party in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.
 4. In the event any warranty, covenant or agreement contained in this Agreement should be breached by a party and thereafter waived by the other, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.
 5. Whenever any Event of Default occurs and a party incurs attorney's fees, court costs and other such expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the other herein contained, the prevailing party shall be reimbursed the actual attorney's fees, court costs and other such expenses incurred by such prevailing party.

SECTION 20. PERMITTED DELAYS

For the purpose of computing the commencement and completion periods, and time periods for either party to act, such times in which war, civil disaster, act of God, or extreme weather conditions occur or exist shall not be included if such time prevents Developer or the Village from performing its obligations under the Agreement. Except as aforesaid, only delays agreed to in writing and approved by the Village Administrator are acceptable.

SECTION 21. ADDITIONAL PROVISIONS

1. No member of any governing body or other official of the Village ("Village Official") shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, unless such interest is disclosed to the Village and the Village Official fully complies with all conflict of interest requirements of the Village. No Village Official shall participate in any decision relating to this Agreement, which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official or employee of the Village shall be personally liable to the Village for any event of default or breach by the Developer of any obligations under the terms of this Agreement.
2. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

3. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the Village in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the Village to approve or disapprove any and all plans and specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

4. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

5. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

6. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

Village Administrator
Village of Waterford
123 N. River St
Waterford, WI 53105

The notices or responses to Grantee shall be addressed as follows:
Premier Gemini Waterford, LLC
Attn: Calvin M. Akin
3120 Gateway Road
Brookfield, WI 53045

With a copy to:

Joe A. Goldberger
North Shore Legal
13460 N. Silver Fox Drive
Mequon, WI 53097

SECTION 22. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES

Developer shall pay and reimburse the Village promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the Village in connection with this project or relative to the construction, installation, dedication and acceptance of the improvements covered by this agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. Any such charge not paid by Developer within forty-five (45) days of being invoiced may be charged against the financial guarantee held by the Village pursuant to this Agreement or assessed against the property as a special charge pursuant to §66.60(16), Wisconsin Statutes.

The following additional fees shall be paid by the Developer and are due upon the issuance of the building permit as to each building within the Project:

Premier Waterford, Tax Parcel Numbers 191041925020106, 191041925020104,
191041925020105, 191041925020102 and, 191041925020103 Development Agreement

1.	Sewer Impact Fee	\$1500.00 per dwelling unit
2.	Water Impact and Connection Fee	\$1,500.00 per dwelling unit
3.	Library Impact Fee	\$ 137.00 per dwelling unit
4.	Fire Impact Fee	\$1,201.00 per dwelling unit
5.	Park Impact Fee	\$ 900.00 per dwelling unit

SECTION 23. GENERAL INDEMNITY

Developer will indemnify and hold harmless the Village, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this paragraph collectively referred to as the "Indemnified Parties") against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any breach of any warranty, covenant or agreement of Developer under this Agreement, and the development of the Property; provided that the foregoing Indemnification shall not be effective for any willful acts of the Indemnified Parties. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Project and the Property. All covenants, stipulations, promises, agreements and obligations of the Village contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the Village and not of any governing body, member, officer, agent, servant or employee of the Village. All covenants, stipulations, promises, agreements and obligations of Developer contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of Developer and not of any of its officers, owners, agents, servants or employees.

SECTION 24. INSURANCE

Developer, its contractors, suppliers and any other individual working on the public right of way shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms and in the amounts as required by the Village consistent with other projects in the Village. The Village's insurance requirements are attached hereto as Exhibit ____ and incorporated herein by reference.

SECTION 25. FEES AND CHARGES

Developer shall be responsible for zoning and development fees such as are applicable as of the date of this Agreement. The Developer shall be responsible for any impact fees as are properly levied by the Village according to the terms of this agreement and as may be amended by ordinance.

SECTION 26. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES

The parties mutually agree that the Village President of the Village Board, and/or the Village Clerk, entered into and are signatory to this agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

Premier Waterford, Tax Parcel Numbers 191041925020106, 191041925020104,
191041925020105, 191041925020102 and, 191041925020103 Development Agreement

SECTION 27. GENERAL CONDITIONS AND REGULATIONS

All provisions of the Village Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this agreement as fully as if set forth at length herein. This agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

SECTION 28. ZONING

The Village does not guarantee or warrant that the subject property of this agreement will not at some later date be rezoned, nor does the Village herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this agreement.

SECTION 29. COMPLIANCE WITH CODES AND STATUTES

Developer shall comply with all current and future applicable codes of the Village, County, State and federal government and, further, Developer shall follow all current and future lawful orders of all duly authorized employees and/or representatives of the Village, County, State or federal government.

SECTION 30. AGREEMENT FOR BENEFIT OF PURCHASERS

Not applicable.

SECTION 31. ASSIGNMENT

Developer shall not transfer, sell or assign the property or assign this Agreement or its obligations hereunder without the express prior written consent of the Village until the Developer has fully complied with its obligations under this Agreement. Any such consent requested of the Village prior thereto may not be unreasonably withheld, conditioned or delayed.

SECTION 32. BINDING

This Agreement shall be binding upon the parties hereto and their respective representatives, successors and assigns, and any and all future owners of the Property or any portion thereof, and their respective heirs, representatives, successors and assigns.

SECTION 33. AMENDMENTS

The Village and Developer, by mutual consent, may amend this Developer's Agreement at any meeting of the Village Board. The Village shall not, however, consent to an amendment until after first having received a recommendation from the Village's Plan Commission. The Plan Commission shall consider the amendment under the conditional use process.

SECTION 34. DURATION

Developer acknowledges that the requirements regarding the operation and maintenance of the project as fully described above shall continue and not expire. Developer acknowledges that the Village may from time to time establish new zoning, utility, storm water and other requirements or standards that apply to similarly situated properties which, if applicable shall apply to this project. Developer may petition the Village Board to cancel or eliminate the requirements of the Agreement. Prior to considering the petition, the Board shall ask the Plan Commission to conduct a public hearing and make a recommendation regarding the petition. The

Premier Waterford, Tax Parcel Numbers 191041925020106, 191041925020104,
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Board may cancel the Agreement if it determines that there is no further value or need for the Developer to
comply with its requirements.

SECTION 35. ADDITIONAL MINIMUM ASSESSED VALUATION

Developer shall, subject to receipt of all necessary governmental approvals, construct and pay all costs of the
Project. The Project and the uses shall be in compliance with all applicable municipal ordinances of the
Village. Construction of the improvements located on Lot 1 of the CSM, which include four (4) twelve (12) unit
apartment buildings shall be complete by no later than December 31, 2021 and shall have a value of not less
than Four Million Eight Hundred Thousand and 00/100 Dollars (\$4,800,000).

Developer will be obligated to make a minimum additional assessment valuation payment in the amount
specified in the table below to the Village annually if Developer FAILS to produce improvements on the site in
the amounts and by the years indicated below, in addition to any taxes paid through regular assessment:

Year of Completion	Improved Assessed Value	Additional Property Tax Payment
December 31, 2024	\$4,800,000.00	\$95,040.00

The Valuation Date for the Project shall be January 1, 2025. For the tax year of the Valuation Date and
thereafter ending with the last tax year of the Term covered by this Agreement, Developer guarantees that the
amount due to the Village on the Value of the Property shall be not less than the Improved Assessed Value,
multiplied by the assessment ratio for the relevant year and multiplied by the mill rate for the relevant year.
Developer agrees that, in the event the property taxes due for any year covered by this Agreement shall be
based on a value less than the Improved Assessed Value, the Village may submit a bill to Developer for the
differential ("Differential Payment"). Such a billing shall be submitted to Developer by the Village Treasurer
by March 1 of the year following the relevant tax year and shall be paid in full by Developer, without interest
thereon, by May 1 of that year. If not fully paid when due, the amount remaining unpaid on and after May 1
of the following year shall accrue interest at a rate of 6% per annum until fully paid, notwithstanding any other
provision of this Agreement.

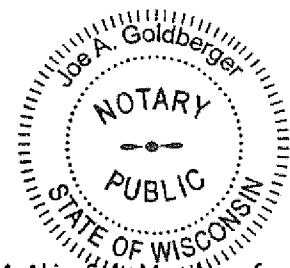
IN WITNESS WHEREOF, the Developer and the Village have caused this agreement to be signed by their
appropriate officers and their corporate seals to be hereunto affixed in three original counterparts the day and
year first above written.

DEVELOPER

Premier GEMINI Waterford, LLC, a Wisconsin limited liability
company

By: Calvin M. Akin
Calvin M. Akin, Sole Member

STATE OF WISCONSIN)
)ss
COUNTY OF WAUKESHA)



Personally came before me this 28th day of July, 2022, Calvin M. Akin, ~~Sole Member~~ of
Premier Gemini Waterford, LLC, to me known to be the person who executed the foregoing instrument and to
me acknowledged that he executed the foregoing instrument in such capacity.

Premier Waterford, Tax Parcel Numbers 191041925020106, 191041925020104,
191041925020105, 191041925020102 and, 191041925020103 Development Agreement

Notary Public, State of WI

My commission expires: 12/31/2024

VILLAGE OF WATERFORD, WI

[Signature]
Village President

Rachel Ladewig
Village Clerk

STATE OF WISCONSIN)

)ss

COUNTY OF RACINE)

Personally came before me this 26th day of July, 2022, the above named
Don Houston and Rachel Ladewig, Village Clerk, of the above-named municipal
corporation, to me known to be the persons who executed the foregoing instrument and to me known to be
such individual and Village Clerk of the municipal corporation and acknowledged that they executed the
foregoing instrument as such officers as the deed of the municipal corporation by its authority and pursuant
to the authorization by the Village Board from their meeting on the 28th day of June, 2022.

Mary Joann Beer

Notary Public, State of WI

My commission expires: is permanent.

Approved As To Form:

[Signature]
Todd A. Terry, Village Attorney



Development Agreement

Document Number

Document Title

Document # **2530430**
RACINE COUNTY REGISTER OF DEEDS
September 13, 2019 03:40 PM

Connie C. Madsen

CONNIE COBB MADSEN
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

**The above recording information verifies
this document has been electronically recorded**
Returned to Dominion Title & Exchange Services-701
Pages: 21

Drafted by and Return to:
Joe A. Goldberger
North Shore Legal
13460 N. Silver Fox Drive
Mequon, WI 53097

SEE ATTACHED EXHIBIT A

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting
clauses, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. **USE BLACK INK.**
Item 15. 7/2/2010

1 **DEVELOPMENT AGREEMENT**

2 **For**

3 **Premier Waterford, LLC**

4 **Tax Parcel Numbers 191041925017020, 191041925019090,**
5 **191041925019080 and 191041925019100**

6
7 **THIS AGREEMENT** is made and entered into this 7 day of August, 2019, by and between
8 the Village of Waterford, Racine County, Wisconsin, a municipal corporation ("Village"), and Premier
9 Waterford, LLC, a Wisconsin limited liability company ("Developer").

10
11 **RECITALS**

12 **WHEREAS**, the Developer is to acquire Tax Parcel Numbers 191041925017020, 191041925019090,
13 191041925019080 and 191041925019100 from the Village, under the terms of that certain Vacant Land Offer
14 to Purchase dated December 13, 2018 between the Village and Premier Real Estate Management, LLC (the
15 "Offer").

16
17 **WHEREAS**, the use of the Property is currently governed by Ordinance No. 245-74, as part of the
18 Waterford Centre Commercial/Industrial Planned Community Development District: and

19
20 **WHEREAS**, the Village and the Developer acknowledge that Ordinance No. 245-74 will require
21 amendment to permit the development of the Property as contemplated herein and that the amendment of
22 Ordinance No. 245-74 is a precondition to the Developer acquiring the Property; and

23
24 **WHEREAS**, the parties mutually desire to establish fair and reasonable terms, conditions and
25 requirements for the development of the Property;

26
27 **AGREEMENT**

28
29 **NOW, THEREFORE**, in consideration of the Recitals, the covenants and agreements set forth herein, and
30 for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the
31 parties hereby agree as follows:

32
33 **SECTION 1. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

34 The Developer makes the following representations and warranties which the Village may rely upon in entering
35 into this and all other agreements with Developer and upon which the Village may rely in granting all approvals,
36 permits and licenses for the Project (as hereinafter defined) and in executing this Agreement and performing
37 its obligations hereunder:

- 38
39 1. Developer is a duly organized and existing legal entity in current status under the laws of the State of
40 Wisconsin.
41
42 2. The execution, delivery and performance of this Agreement and the consummation of the transactions
43 contemplated hereby have been duly authorized and approved by Developer, and no other or further
44 acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and
45 performance of this Agreement and the matters contemplated hereby. This Agreement, and the
46 exhibits, documents and instruments associated herewith and made a part hereof, have been duly
47 executed and delivered by Developer and constitute the legal, valid and binding agreement and
48 obligation of Developer, enforceable against it in accordance with their respective terms, except as the
49 enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar
50 laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

3. There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize or materially and adversely affect the ability of the Developer to perform its obligations hereunder.
4. Developer has at this time and, will have so long as this Agreement continues in effect, project-financing commitments sufficient to provide funding for the completion of the Project and for the Developer's obligations under this Agreement. Developer shall provide evidence that those commitments exist upon the signing of this agreement.
5. Developer represents and warrants that it will have obtained all necessary equity and debt financing committed to fully fund all the construction of the Project, prior to the commencement of construction.
6. Developer represents that it will make reasonable effort to seek bids from Waterford contractors, suppliers, trades, banks and building materials suppliers to finance and construct the Project, provided, however, that the Developer shall not be obligated to accept bids that are uncompetitive, in terms of quality, timing and/or pricing. The TID credit established in Section 36 describes this more fully.
- 7.

SECTION 2. ZONING APPROVALS

1. The Village agrees, subject to the approval by the Developer of this Agreement, that the Ordinance 245-74 will be amended to allow the Property to receive a Zoning Permit as per the requirements of Chapter 245 of the Village's Municipal Code, as well as Section 245-77 of the Municipal Code. The Developer agrees that the primary standard to be met for the issuance of the Zoning permit is the construction and operation of an Apartment Development (the "Project").
2. The Developer agrees to comply with all of the requirements of Municipal Code that relate to zoning landscaping, lighting, architecture, traffic, parking, fire and the building codes.
3. The developer agrees to comply with the architectural feature determinations made by the Plan Commission upon their review, which shall be generally consistent with the approved plans and drawing as specified in this Agreement. The Village Administrator is authorized to grant amendments to the plans submitted as "in field changes" only if he finds them to be necessary for the project.
4. The Developer agrees to build the project represented on the various attachments listed below. The Village acknowledges that the exact locations of interior walls and room sizes may vary from the attached drawings. The building and project in all its phases shall be constructed as presented during the Village Board meeting approving this Agreement with the specific plans and specifications to be retained as a separate exhibit within the Developer's file at the Village.

SECTION 3. PROJECT PHASING

1. The Developer acknowledges that the time period of validity for the Zoning Permit shall commence at the time of construction on the Project commences, and shall be extended, as a matter of right until the completion of the Project, which is projected at December 31, 2022 and, may be extended in additional 12 month increments at the discretion of the Village Administrator.
2. The developer acknowledges that the time period for a building permit is under the control of the building inspector but, shall be consistent with Section 3.1 above.

Premier Waterford, Tax Parcel Numbers 191041925017020, 191041925019090, 191041925019080 and 191041925019100 Development Agreement

SECTION 4. OCCUPANCY PERMITS

It is expressly understood and agreed that no occupancy permits shall be issued for the development until the Village has determined that:

1. The Village agrees that occupancy permits shall be issued upon the completion of each building within the Project, provided however, that no occupancy permit for any building shall be issued until the storm water management facilities as to the phase of the Project in which the building is located has been completed, the building is serviced by sewer and water, and the building inspector has reasonably determined the subject building is safe for occupancy; landscaping and parking improvements for the phase of development for which the occupancy permit is issued must be completed within 12 months of the issuance of the occupancy permit.
2. The Developer has paid in full all permit fees, impact fees, connection fees and reimbursement of administrative costs as required and in effect at the time of this Agreement, as to the building for which an occupancy permit is requested
3. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.
4. Developer is not in default of any aspect of this Agreement.
5. As a condition for the issuance of occupancy permits for each building, all aspects of the Project must be in compliance with all applicable fire and building codes, as well as all applicable codes and regulations.
6. Prior to or contemporaneously with the acquisition of the Property, Developer shall cause a Certified Survey Map to be created, approved and executed by the Village and recorded in the office of the Register of Deeds for Racine County, Wisconsin (the "CSM"). The CSM shall create Two (2) lots. Lot 1 of the CSM shall be located west of Cornerstone Crossing. Lot 2 of the CSM shall be located East of Cornerstone Crossing.

SECTION 5. RESERVATION OF RIGHTS AS TO ISSUANCE OF ZONING PERMITS

The Village reserves the right to withhold issuance of some or all zoning, building and occupancy permits if Developer is in violation of this Agreement. The developer acknowledges that the issuance of building permits and fire sprinkler permits, and related inspection compliance is not under the control of the Village.

SECTION 6. PUBLIC IMPROVEMENTS

Developer will complete the recordation and dedication of a 33' Right of Way, extending Kramer Dr. through to STH 164.

A. PUBLIC STREETS AND SIDEWALKS

Developer, hereby agrees that, in connection with the construction of the Project, the Developer shall reconstruct, in accordance with all applicable Village codes and specifications, Cornerstone Crossing, beginning where Cornerstone Crossing narrows North of the Seven Waters Bike Trail to the intersection of Kramer Road, and the Developer shall extend the sidewalk from the north side of the Seven Waters Bike Trail to the first and southern-most driveway serving the improvements on Lot 2 of the CSM (collectively, the "Cornerstone Crossing Improvements"). The foregoing construction will be completed by Developer, at Developer's sole

cost and expense, subject to repayment by the Village, as set forth hereinafter. Upon completion and acceptance by the Village, the Cornerstone Crossing Improvements, shall be dedicated and transferred to the Village, after which the Village shall be solely responsible for the maintenance (such as plowing snow or minor repair work), of the portion of Cornerstone Crossing Improvements

Developer agrees that all construction access to the property shall be off Cornerstone Crossing. Developer shall have ultimate responsibility for cleaning up all mud, dirt, stone or debris on public streets during construction. The Village shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, to clean up the same or to hold the developer who hired the contractor responsible. The Developer owner shall use its best efforts to clean up the streets within seventy-two (72) hours after receiving a notice from the Village. If the mud, dirt, stone or debris is not cleaned up after notification, the Village will do so at Developer's expense, at the option of the Village.

B. SURFACE AND STORM WATER DRAINAGE

Developer hereby agrees that:

1. Prior to the start of construction of improvements, Developer shall provide to the Village written certification from the Developer's Engineer that all surface and storm water drainage facilities and erosion control plans are in conformance with all federal, state, county and Village regulations, guidelines, specifications, laws and ordinances, and written proof that the Village Engineer has reviewed and approved the plans.
2. Developer shall provide written approval by the Wisconsin Department of Natural Resources that the storm water management plan meets all NR 151 and NR 216 requirements and/or other DNR requirements that may be promulgated.
3. Developer shall construct, install, furnish and provide adequate facilities as specified in the attached drawings for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and the existing flow from adjacent properties, in accordance with all plans and specifications, and all applicable federal, state, county and Village regulations.
4. Developer agrees that the site grading and construction of surface and storm water drainage facilities for each phase of the Project shall be completed and accepted by the Village before any occupancy permits are issued for any building in each phase of the Project. The Village will not accept the dedication of the surface and storm water drainage system until the entire system is installed in accordance with plans and specifications to the reasonable satisfaction of the Village Administrator.

C. GRADING, EROSION AND SILT CONTROL

Developer hereby agrees that:

1. Prior to commencing site grading and execution, Developer shall provide to the Village written certification from the Developer's Engineer that the plan, once implemented, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources and or the Department of Commerce and written proof that the Wisconsin Department of Natural Resources and or the Department of Commerce and the Army Corps of Engineers, if applicable, have approved the plans.

Premier Waterford, Tax Parcel Numbers 191041925017020, 191041925019090, 191041925019080 and 191041925019100 Development Agreement

2. Developer shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the Village Engineer, the Wisconsin Department of Natural Resources, and or the Department of Commerce and Army Corps of Engineers, if applicable.

D. LANDSCAPING AND SITE WORK:

Developer hereby agrees that:

1. Developer shall install new plantings consistent with the attached landscaping plan.
2. Developer, as required by the Village, shall remove and lawfully dispose of building foundation materials, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish. The developer shall have ultimate responsibility for cleaning up debris that has blown from building under construction. The Developer and/or subject contractor shall clean up the debris within seventy-two (72) hours after receiving a notice from the Village. If the debris is not cleaned up after notification, the Village will do so at the Developer's and/or subject contractor's expense.
3. Landscaping and removal of unwanted items, will be completed and certified as complete by the Village for the project. Any plants, trees or other screening vegetation required by this Agreement shall be maintained and replaced while this Agreement is in effect.
4. Developer shall install "stand alone" raised bed gardens that are handicapped accessible at a rate of 32 square feet per 6 rentable units. These beds shall be made available to residents for the purpose of growing flowers, fruit, vegetables, and herbs on site. These beds shall be constructed of timber, and filled with aggregate, subsoil and top-soil to the top of the design limit. Running water shall be provided to each of the raised beds so as to facilitate irrigation and growth of the plants. These shall be installed in an area of full sun, where practical, in accordance with the approved landscaping plan and final sign off by the Village Administrator. If no resident desires to use these beds for the purpose of growing vegetables, fruits or herbs, the beds may be removed by the Developer.

E. SIGNAGE, STREET SIGNS AND TRAFFIC CONTROL

1. Developer shall provide all traffic signage deemed necessary by the Village in connection with construction.
3. Developer acknowledges that Project related signage is not part of this approval and must be applied for separately. Any representation of Project signage on the plan sheets is representative only and, not approved as part of this Agreement.

F. WATER MAIN AND SANITARY SEWER MAIN SYSTEM

Developer hereby agrees that:

1. The improvements shall be constructed in accordance with the following specifications.
 - a. Village of Waterford Engineering Design Manual, most recent edition.
 - b. Standard Specifications for Sewer and Water Construction in Wisconsin, Fifth Edition, March 1, 1988, and as amended January 1, 1992.
 - c. The Wisconsin Construction Site Best Management Practice Handbook for Erosion Control.

d. State of Wisconsin, Department of Transportation Standard Specifications for Highway and Structure Construction, 1996 and supplemental specifications or the most recent edition.

2. A sewer and water plan should be submitted to the Village Utility Department that shows where every water service line and sanitary line runs, the location of all water meters, calculations on sanitary fixture units for each metered location to enable the Utility Department to determine the impact and hook-up fees. The Developer shall install the sanitary and water connections to the Village system in accordance with the plans and specifications Sheet 6 and 7 of the Multi-Family Development for Premier Waterford LLC on file in the Village Administrator's office dated the third day of July, 2019.

3. Developer agrees to do all the public and private infrastructure construction according to the Village's various codes including but not limited to the Utility Code, Land Division Code and the Design Standards. Upon completion of all construction the developer shall provide the Village with "as built" plans. The "as built" plans shall be provided in electronic version formatted by commercial GIS mapping company ESRI or in PDF Pro format. The developer agrees that all underground piping regardless of type or location shall be marked with locating wire according to accepted standards. The developer agrees that all improvements within the public right-of-way or public easements shall be inspected by Village inspectors at the developer's expense.

G. ADDITIONAL IMPROVEMENTS

Not applicable.

SECTION 7. SITE SPECIFIC REQUIREMENTS

1. Developer shall maintain continuous access around the building and to any fire hydrants as required by the current Zoning Code as directed by the Fire Department and Water Utility.

2. Developer agrees to bury all electric, telephone and cable television lines from existing wooden poles to the building.

3. Intentionally Omitted.

4. Village agrees that the general contractor for the Project shall be allowed a temporary construction sign on the property equal to 24 square feet per side per the requirements of Section 245 of the Code.

SECTION 8. TIME OF COMPLETION OF IMPROVEMENTS

The improvements set forth in Section 3 above shall be completed by Developer in total within the specific time limits from the date of the date of this agreement being signed except as otherwise provided for in this agreement.

SECTION 9. FINAL ACCEPTANCE

Village's engineer and administrator shall have joint responsibility of acceptance of any public improvement.

SECTION 10. DEDICATION OF IMPROVEMENTS

All improvements requested by the Village for public purposes shall be deemed dedicated to the public upon completion of the project and issuance of an occupancy permit for any part or all of the project. Rights of way, water, sanitary sewer, storm sewer, roads, public water stations, public sidewalks, paths and any other depicted public improvement made by Developer shall be deemed a part of this section.

Premier Waterford, Tax Parcel Numbers 191041925017020, 191041925019090, 191041925019080 and 191041925019100 Development Agreement

SECTION 11. ACCEPTANCE OF WORK AND DEDICATION

Acceptance of work shall be made by the Village's Engineers and Village Administrator. Dedication shall be deemed complete on the issuance of any occupancy permit.

SECTION 12. APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER

The ultimate responsibility for the proper design and installation of sewer facilities, water facilities, drainage facilities, landscaping and all other improvements is upon Developer. The fact that the Village or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a waiver or, relieve Developer from the ultimate responsibility for the design, performance and function of the development and related infrastructure.

SECTION 13. GUARANTEES OF IMPROVEMENTS

Calvin M. Akin, for himself, his heirs, successors and assigns and, for any legal entities under his control guarantees the terms of this Agreement. Any failure to complete the improvements, public and private as described in this agreement, shall be personally guaranteed and guaranteed against the value of the property as a special assessment against the Property.

SECTION 14. VILLAGE OBLIGATIONS

Village is responsible for no improvements to this site. Village is responsible for the maintenance and upkeep all public improvements once dedicated to the Village per the terms of this agreement.

1. Approvals. Village shall work in cooperation with the Developer to secure and to grant the following approvals:
 - (i) Zoning, Rezoning, or PUD Amendment of the Property to accommodate development of the Project.
 - (ii) Approval, if necessary, for the expansion and/or extension of the storm sewer, sanitary sewer, water, and electric facilities to serve the Project.
2. Conveyance of Village Property. The Village shall convey the Property to the Developer pursuant to the terms of the Offer, 2018, no later than July 31st, 2019.
3. Payments to the Developer by the Village. The Village shall repay to Developer the cost of the Cornerstone Crossing Improvements, as set forth on Exhibit A, attached hereto and incorporated herein by reference. in an amount equal to the actual costs incurred by Developer, but in no event in excess of Six Hundred Thousand and 00/100 Dollars (\$600,000.00). The parties hereto agree that the Property has a base value ("the Base Value") of the Property being acquired by the Developer shall be the purchase price of Three Hundred Thirty-Eight Thousand Two Hundred Seventy-Six and 00/100 Dollars (\$338,276.00). The difference between the property taxes generated by the Property at the Base Value and the property taxes generated by Property as a result of the Project made by Developer, shall be defined as the Tax Incremental Fund Revenues (the "TIF Revenues"). The Village shall make payments to Developer or its designee, equal to 100% of the annual TIF Revenues generated by the Property commencing with the tax year 2021, which taxes are payable in the year 2022 on July 1, 2021, and on the same day annually thereafter, until such time as the costs incurred by e Developer with respect to the Cornerstone Crossing Improvements have been fully repaid to Developer.
4. Use of Regional Detention Pond. The Village, at no cost to Developer, shall permit the Developer to use and to discharge stormwater from Lot 1 of the CSM to the regional detention pond owned by the Village.

SECTION 15. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVAL OF CERTIFIED SURVEY MAP

Early Start may be permitted by the Building Inspector and Village Administrator.

SECTION 16. INTENTIONALLY OMITTED.

SECTION 17. NOISE AND HOURS OF OPERATIONS

1. Developer shall make every effort to minimize noise, dust and similar disturbances, recognizing that the project is located near existing residences. Project construction or demolition shall only occur between the hours of 7:00 a.m. and 8:00 p.m., during weekdays and Saturdays. No construction or demolition is permitted on Sundays or national holidays. Grading, excavation, demolition, roadway construction or underground utility construction shall only occur between the hours of 7:00 a.m. and 8:00 p.m., during weekdays and Saturdays except in cases of urgent necessity in the interest of public health and safety. If the Village Administrator determines that, the public health and safety will not be impaired by these activities he/she may grant permission for such work to be done during other hours on application being made at the time the permit for the work is awarded or during the progress of the work.

SECTION 18. CONDITIONS OF ALL OBLIGATIONS OF THE PARTIES UNDER THIS DEVELOPMENT AGREEMENT

As a condition to each and all of the covenants, agreements and other obligations of the Village under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

- a. All representations and warranties of Developer set forth in this Agreement and in all agreements expressly referred to herein shall at all times be true, complete and correct;
- b. All covenants and obligations of Developer under this Agreement are duly and substantially performed, observed, satisfied and paid, when and as required herein;
- c. No event of default has occurred, or with the giving of notice or lapse of time would occur;
- d. There is no material adverse change in the financial condition of Developer, which might impair its ability to perform its obligations under this Agreement.

SECTION 19. DEFAULT/REMEDIES

1. An event of default ("Event of Default") is any of the following:
 - a. A failure by Developer to cause substantial completion of the Project or any part thereof to occur pursuant to the terms, conditions and limitations of this Agreement; a failure of either party to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Agreement within thirty (30) days of written notice of the failure to the Developer;
 - b. A failure by Developer to pay any amount due to the Village within ten (10) days of written notice of such failure to the Developer;
 - c. Developer becomes insolvent or is the subject of bankruptcy, receivership or insolvency proceedings of any kind; or
 - d. The dissolution or liquidation of Developer, or the commencement of any proceedings therefore.
2. Whenever an Event of Default occurs and is continuing, the non-breaching party may take any one or more of the following actions without waiving any rights or remedies available to it:
 - a. Immediately suspend its performance under this Agreement from the time any notice of an event of default is given until it receives assurances from the breaching party deemed adequate by the non-breaching party, that the breaching party will cure its default and continue its due and punctual performance under this Agreement; or

- b. Commence legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the breaching party under this Agreement.
 - c. Perform or have performed all necessary work in the event the non-breaching party determines that any Event of Default may pose an imminent threat to the public health or safety, without any requirement of any notice whatsoever. In the event of a default by Developer.
3. No remedy or right conferred upon or reserved to a party in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.
 4. In the event any warranty, covenant or agreement contained in this Agreement should be breached by a party and thereafter waived by the other, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.
 5. Whenever any Event of Default occurs and a party incurs attorney's fees, court costs and other such expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the other herein contained, the prevailing party shall be reimbursed the actual attorney's fees, court costs and other such expenses incurred by such prevailing party.

SECTION 20. PERMITTED DELAYS

For the purpose of computing the commencement and completion periods, and time periods for either party to act, such times in which war, civil disaster, act of God, or extreme weather conditions occur or exist shall not be included if such time prevents Developer or the Village from performing its obligations under the Agreement. Except as aforesaid, only delays agreed to in writing and approved by the Village Administrator are acceptable.

SECTION 21. ADDITIONAL PROVISIONS

1. No member of any governing body or other official of the Village ("Village Official") shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, unless such interest is disclosed to the Village and the Village Official fully complies with all conflict of interest requirements of the Village. No Village Official shall participate in any decision relating to this Agreement, which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official or employee of the Village shall be personally liable to the Village for any event of default or breach by the Developer of any obligations under the terms of this Agreement.
2. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.
3. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the Village in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the Village to

Premier Waterford, Tax Parcel Numbers 191041925017020, 191041925019090, 191041925019080 and 191041925019100 Development Agreement

approve or disapprove any and all plans and specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

4. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

5. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

6. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

Village Administrator
Village of Waterford
123 N. River St
Waterford, WI 53105

The notices or responses to Grantee shall be addressed as follows:

Premier Waterford, LLC
Attn: Calvin M. Akin
3120 Gateway Road
Brookfield, WI 53045

With a copy to:

Joe A. Goldberger
North Shore Legal
13460 N. Silver Fox Drive
Mequon, WI 53097

SECTION 22. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES

Developer shall pay and reimburse the Village promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the Village in connection with this project or relative to the construction, installation, dedication and acceptance of the improvements covered by this agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. Any such charge not paid by Developer within forty-five (45) days of being invoiced may be charged against the financial guarantee held by the Village pursuant to this agreement, or assessed against the property as a special charge pursuant to §66.60(16), Wisconsin Statutes.

The following additional fees shall be paid by the Developer and are due upon the issuance of the building permit as to each building within the Project:

- | | | |
|----|---------------------------------|------------------------------|
| 1. | Sewer Impact Fee | WAIVED |
| 2. | Water Impact and Connection Fee | \$1,500.00 per dwelling unit |
| 3. | Library Impact Fee | \$ 137.00 per dwelling unit |
| 4. | Fire Impact Fee | \$1,201.00 per dwelling unit |

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5. Park Impact Fee \$ 900.00 per dwelling unit

SECTION 23. GENERAL INDEMNITY

Developer will indemnify and hold harmless the Village, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this paragraph collectively referred to as the "Indemnified Parties") against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any breach of any warranty, covenant or agreement of Developer under this Agreement, and the development of the Property; provided that the foregoing indemnification shall not be effective for any willful acts of the Indemnified Parties. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Project and the Property. All covenants, stipulations, promises, agreements and obligations of the Village contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the Village and not of any governing body, member, officer, agent, servant or employee of the Village. All covenants, stipulations, promises, agreements and obligations of Developer contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of Developer and not of any of its officers, owners, agents, servants or employees.

SECTION 24. INSURANCE

Developer, its contractors, suppliers and any other individual working on the public right of way shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms and in the amounts as required by the Village consistent with other projects in the Village. The Village's insurance requirements are attached hereto as Exhibit B and incorporated herein by reference.

SECTION 25. FEES AND CHARGES

Developer shall be responsible for zoning and development fees such as are applicable as of the date of this Agreement. The Developer shall be responsible for any impact fees as are properly levied by the Village according to the terms of this agreement and as may be amended by ordinance.

SECTION 26. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES

The parties mutually agree that the Village President of the Village Board, and/or the Village Clerk, entered into and are signatory to this agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

SECTION 27. GENERAL CONDITIONS AND REGULATIONS

All provisions of the Village Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this agreement as fully as if set forth at length herein. This agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

SECTION 28. ZONING

The Village does not guarantee or warrant that the subject property of this agreement will not at some later date be rezoned, nor does the Village herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this agreement.

Premier Waterford, Tax Parcel Numbers 191041925017020, 191041925019090, 191041925019080 and 191041925019100 Development Agreement

SECTION 29. COMPLIANCE WITH CODES AND STATUTES

Developer shall comply with all current and future applicable codes of the Village, County, State and federal government and, further, Developer shall follow all current and future lawful orders of all duly authorized employees and/or representatives of the Village, County, State or federal government.

SECTION 30. AGREEMENT FOR BENEFIT OF PURCHASERS

Not applicable.

SECTION 31. ASSIGNMENT

Developer shall not transfer, sell or assign the property or assign this Agreement or its obligations hereunder without the express prior written consent of the Village until the Developer has fully complied with its obligations under this Agreement. Any such consent requested of the Village prior thereto may not be unreasonably withheld, conditioned or delayed.

SECTION 32. BINDING

This Agreement shall be binding upon the parties hereto and their respective representatives, successors and assigns, and any and all future owners of the Property or any portion thereof, and their respective heirs, representatives, successors and assigns.

SECTION 33. AMENDMENTS

The Village and Developer, by mutual consent, may amend this Developer's Agreement at any meeting of the Village Board. The Village shall not, however, consent to an amendment until after first having received a recommendation from the Village's Plan Commission. The Plan Commission shall consider the amendment under the conditional use process.

SECTION 34. DURATION

Developer acknowledges that the requirements regarding the operation and maintenance of the project as fully described above shall continue and not expire. Developer acknowledges that the Village may from time to time establish new zoning, utility, storm water and other requirements or standards that apply to similarly situated properties which, if applicable shall apply to this project. Developer may petition the Village Board to cancel or eliminate the requirements of the Agreement. Prior to considering the petition, the Board shall ask the Plan Commission to conduct a public hearing and make a recommendation regarding the petition. The Board may cancel the Agreement if it determines that there is no further value or need for the Developer to comply with its requirements.

SECTION 35. ADDITIONAL MINIMUM ASSESSED VALUATION

Developer shall, subject to receipt of all necessary governmental approvals, construct and pay all costs of the Project. The Project and thee uses shall be in compliance with all applicable municipal ordinances of the Village. Construction of the improvements located on Lot 1 of the CSM, which include seven (7) twelve (12) unit apartment buildings shall be complete by no later than December 31, 2021 and shall have a value of not less than Eight Million Four Hundred Thousand and 00/100 Dollars (\$4,800,000), the "Agreed Completed Value".

Developer will be obligated to make a minimum additional assessment valuation payment equal to the annual mil rate multiplied by Agreed Completed Value, less the actual assessed value, annually, if Developer FAILS to produce improvements with an assessed value equal to the Agreed Completed Value.

Premier Waterford, Tax Parcel Numbers 191041925017020, 191041925019090, 191041925019080 and 191041925019100 Development Agreement

1 The Valuation Date for the Project shall be January 1, 2022. For the tax year of the Valuation Date and
2 thereafter ending with the last tax year of the Term covered by this Agreement, Developer guarantees that the
3 amount due to the Village on the Value of the Property shall be not less than the Improved Assessed Value,
4 multiplied by the assessment ratio for the relevant year and multiplied by the mill rate for the relevant year.
5 Developer agrees that, in the event the property taxes due for any year covered by this Agreement shall be
6 based on a value less than the Improved Assessed Value, the Village may submit a bill to Developer for the
7 differential ("Differential Payment"). Such a billing shall be submitted to Developer by the Village Treasurer
8 by March 1 of the year following the relevant tax year and shall be paid in full by Developer, without interest
9 thereon, by May 1 of that year. If not fully paid when due, the amount remaining unpaid on and after May 1
10 of the following year shall accrue interest at a rate of 6% per annum until fully paid, notwithstanding any other
11 provision of this Agreement.
12

13 **SECTION 36. INTENTIONALLY OMITTED.**

14
15 **SECTION 37. INTENTIONALLY OMITTED**
16
17
18
19

20 **BALANCE OF PAGE INTENTIONALLY BLANK**

21
22 **SIGNATURE PAGE FOLLOWS**

Premier Waterford, Tax Parcel Numbers 191041925017020, 191041925019090, 191041925019080 and 191041925019100 Development Agreement

IN WITNESS WHEREOF, the Developer and the Village have caused this agreement to be signed by their appropriate officers and their corporate seals to be hereunto affixed in three original counterparts the day and year first above written.

DEVELOPER

Premier Waterford, LLC, a Wisconsin limited liability company

By: Calvin M. Akin
Calvin M. Akin, Sole Member

STATE OF WISCONSIN)
)ss
COUNTY OF WAUKESHA)

Personally came before me this 3rd day of August, 2019, Calvin M. Akin, Sole Member of Premier Waterford, LLC, to me known to be the person who executed the foregoing instrument and to me acknowledged that he executed the foregoing instrument in such capacity.

[Signature]
Notary Public, State of WI
My commission expires: is permanent

VILLAGE OF WATERFORD, WI

[Signature]
Village President
Rachel Ladewig
Village Clerk

STATE OF WISCONSIN)
)ss
COUNTY OF RACINE)

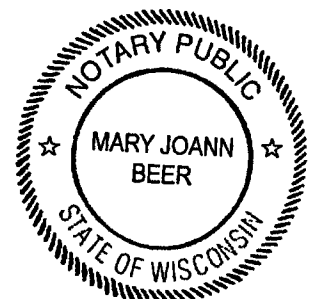
Personally came before me this 7th day of August, 2019, the above named Don Houston and Rachel Ladewig, Village Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such individual and Village Clerk of the municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of the municipal corporation by its authority and pursuant to the authorization by the Village Board from their meeting on the 28th day of May, 2019.

Mary Joann Beer
Notary Public, State of WI.
My commission expires: is permanent

Approved As To Form:

Todd A. Terry, Village Attorney

LIST OF EXHIBITS:



Premier Waterford, Tax Parcel Numbers 191041925017020, 191041925019090, 191041925019080 and 191041925019100 Development Agreement

IN WITNESS WHEREOF, the Developer and the Village have caused this agreement to be signed by their appropriate officers and their corporate seals to be hereunto affixed in three original counterparts the day and year first above written.

DEVELOPER

Premier Waterford, LLC, a Wisconsin limited liability company

By: _____
Calvin M. Akin, Sole Member

STATE OF WISCONSIN)

)ss

COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2019, Calvin M. Akin, Sole Member of Premier Waterford, LLC, to me known to be the person who executed the foregoing instrument and to me acknowledged that he executed the foregoing instrument in such capacity.

Notary Public, State of WI

My commission expires: _____

VILLAGE OF WATERFORD, WI

Village President

Village Clerk

STATE OF WISCONSIN)

)ss

COUNTY OF RACINE)

Personally came before me this 7th day of August, 2019, the above named Don Houston, and Rachel Ludwig, Village Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such individual and Village Clerk of the municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of the municipal corporation by its authority and pursuant to the authorization by the Village Board from their meeting on the 28th day of May, 2019.

Notary Public, State of WI

My commission expires: is permanent.

Approved As To Form:

Todd A. Terry, Village Attorney



LIST OF EXHIBITS:

1. Exhibit A – Cornerstone Improvements

CONSENT OF MORTGAGEE

The undersigned, The Greenwoods State Bank, is the Mortgagee in that certain Construction Mortgage, Security Agreement, Assignment of Leases and UCC Fixture Financing Statement, dated August 8, 2019 and recorded on August ___, 2019, in the office of the Register of Deeds for Racine County, Wisconsin, as Document No. ___ does hereby consent to the recording of the Development Agreement dated August 7, 2019, by and between the Village of Waterford, a municipal corporation and Premier Waterford, LLC, a Wisconsin limited liability company.

Dated this 12 day of September, 2019.

The Greenwoods State Bank

By: _____

Robert Murray
Name: Robert Murray

Title: Senior Vice President

ACKNOWLEDGMENT

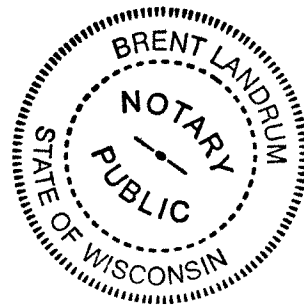
State of Wisconsin)
) ss.
County of Dane)

Personally came before me this 12 day of September, 2019, the above-named Robert Murray, known to me to be the person who executed the foregoing instrument and acknowledged the same.

Brent Landrum

Notary Public, State of Wisconsin

My commission: 12-12-21



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- 1
- 2 1. Exhibit A – Cornerstone Improvements
- 3 2. Exhibit B – Insurance Requirements
- 4
- 5

2019 Cornerstone Crossing Improvements

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Unit Price	Extension	Section Totals
Earthwork	Required	Base Bid Section - Required Completion						
	1	0157.06	Inlet Protection, Complete	EA	8	\$150.00	\$1,200.00	
	2	0157.09	Silt Fence, Complete	LF	350	\$2.50	\$875.00	
	3	0157.12	Ditch Checks, Complete	LF	2	\$500.00	\$1,000.00	
	4	0157.22	Tracking Pad, Complete	EA	1	\$1,500.00	\$1,500.00	
	5	0159.01	Temporary Traffic Control, Complete	LS	1	\$2,500.00	\$2,500.00	
	6	0241.03	Remove Asphalt Pavement, Complete	SY	1,810	\$1.50	\$2,715.00	
	7	3105.01	Geogrid Reinforcement, Type I, Complete	SY	2,505	\$2.50	\$6,262.50	
	8	3123.02	Earthwork, Unclassified Excavation, Complete	LS	1	\$15,000.00	\$15,000.00	
	9	3211.04	Crushed Aggregate Base Course, Gradation No. 4, 5-Inch Thick, Complete	SY	2,940	\$4.50	\$13,230.00	
	10	3211.05	Breaker Run Base Course, Light, 7-Inch Thick, Complete	SY	2,505	\$5.50	\$13,777.50	
	11	3290.10	Landscaping Topsoil, Fertilize, Seed, and Mulch, Complete	SY	1,790	\$2.00	\$3,580.00	
	12	3290.11	Landscaping Topsoil, Fertilize, Seed, and Temporary Erosion Control Blanket, Complete	SY	580	\$5.00	\$2,900.00	\$64,540.00
Concrete	Required	Base Bid Section - Required Completion						
Asphalt	13	0333.04	Concrete Curb & Gutter, 30-Inch, Complete	LF	1,260	\$25.00	\$31,500.00	
	14	0333.07	Concrete Sidewalk, 4-Inch, Complete	SF	1,225	\$8.15	\$9,983.75	\$41,483.75
Utilities	15	3212.01	Asphaltic Concrete Binder Pavement, 3 LT 58-28 S, 2-1/2-Inch Thick, Complete	SY	2,685	\$11.50	\$30,877.50	
	16	3212.05	Asphaltic Concrete Surface Pavement, 5 LT 58-28 S, 2-Inch Thick, Complete	SY	2,685	\$9.00	\$24,165.00	\$55,042.50
	17	3311.02	Water Main Pipe, Ductile Iron, 12-Inch, Complete	LF	510	\$100.00	\$51,000.00	
	18	3311.02.1	Water Main Pipe, Ductile Iron, 8-Inch, Complete	LF	111	\$85.00	\$9,435.00	
	19	3311.02.2	Water Main Pipe, Ductile Iron, 6-Inch, Complete	LF	12	\$80.00	\$960.00	
	20	3311.02.3	Water Main Pipe, Ductile Iron, 4-Inch, Complete	LF	15	\$60.00	\$900.00	
	21	3311.20	Water Main Fire Hydrants, Complete	EA	1	\$4,500.00	\$4,500.00	
	22	3311.21	Water Main Resilient Wedge Gate Valve, 12-Inch, Complete	EA	2	\$3,000.00	\$6,000.00	
	23	3311.21.1	Water Main Resilient Wedge Gate Valve, 8-Inch, Complete	EA	3	\$2,000.00	\$6,000.00	
	24	3311.21.2	Water Main Resilient Wedge Gate Valve, 6-Inch, Complete	EA	1	\$1,750.00	\$1,750.00	
	25	3311.21.3	Water Main Resilient Wedge Gate Valve, 4-Inch, Complete	EA	1	\$1,500.00	\$1,500.00	
	26	3311.23	Water Service Corporation, Curb Stop and Box, 1-Inch, Complete	EA	1	\$750.00	\$750.00	
	27	3311.24	Water Service, HDPE, 1-Inch, Complete	LF	47	\$25.00	\$1,175.00	
	28	3333.03	Sanitary Sewer Laterals, PVC, 4-Inch, Complete	LF	61	\$70.00	\$4,270.00	
	29	3333.03.1	Sanitary Sewer Laterals, PVC, 6-Inch, Complete	LF	105	\$75.00	\$7,875.00	

2019 Cornerstone Crossing Improvements

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Unit Price	Extension	Section Totals
	30	3333.30	Sanitary Sewer Manhole, Adjust	EA	1	\$500.00	\$500.00	
	31	3333.31	Sanitary Sewer Manhole, Chimney Reconstruct, Complete	EA	2	\$1,500.00	\$3,000.00	
	32	0241.13	Remove Storm Manhole, Complete	EA	1	\$500.00	\$500.00	
	33	0241.21	Remove Storm Sewer, Complete	LF	370	\$5.00	\$1,850.00	
	34	3341.02	Storm Sewer Pipe, Corrugated PVC, 12-Inch, Complete	LF	56	\$50.00	\$2,800.00	
	35	3341.02.1	Storm Sewer Pipe, Corrugated HDPE, 18-Inch, Complete	LF	287	\$70.00	\$20,090.00	
	36	3341.03	Storm Sewer Pipe, Reinforced Concrete, 12-Inch, Complete	LF	163	\$60.00	\$9,780.00	
	37	3341.03.1	Storm Sewer Pipe, Reinforced Concrete, 18-Inch, Complete	LF	52	\$80.00	\$4,160.00	
	39	3341.03.3	Storm Sewer Pipe, Reinforced Concrete, 42-Inch, Complete	LF	619	\$225.00	\$139,275.00	
	40	3341.20	Storm Sewer Manhole, 48-Inch, Complete	VF	9	\$300.00	\$2,700.00	
	42	3341.20.2	Storm Sewer Manhole, 72-Inch, Complete	VF	85	\$450.00	\$38,250.00	
	43	3341.21	Storm Manhole Inlet, Type A, 48-Inch, Complete	VF	14	\$300.00	\$4,200.00	
	44	3341.23	Storm Sewer Inlet, Type A, Complete	EA	1	\$2,000.00	\$2,000.00	
	45	3341.24	Storm Sewer Inlet, Type B, Complete	EA	3	\$2,000.00	\$6,000.00	
TOTAL UNIT PRICE BID ITEMS 1-45								\$331,220.00
								<u>\$492,286.25</u>

EXHIBIT A

LEGAL DESCRIPTION

Lots 1 & 2 of Certified Survey Maps, as Map No. 3352, recorded as Document No. 2522899; said map being all of Lots 1, 2 and 3, Volume 7 of Certified Survey Maps, Page 139, Map No. 2311, Document No. 1768970, being located in the NW 1/4 of the SE 1/4 and part of the NE 1/4 of the SW 1/4, Section 25, Township 24 North, Range 19 East, in the Village of Waterford, Racine County, Wisconsin.

For Informational Purposes Only:

Tax Parcel No's.: 191-04-19-25-019-080 (Parent); 191-04-19-25-019-090 (Parent); and 191-04-19-25-019-100 (Parent); 191-04-19-25-017-020 (Parent) (New for 2020 - Lot 1: 191-04-19-25-019-101, Lot 2: 191-04-19-25-019-102)

Property Address: (Vacant Land) Cornerstone Crossing, Waterford, WI 53185

Connie C. Madsen

CONNIE COBB MADSEN
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

**The above recording information verifies
this document has been electronically recorded**
Returned to Guttormsen & Terry, LLC
Pages: 21

DEVELOPMENT AGREEMENT

Document Number

Document Title

Return to:

Attorney Todd A. Terry
Guttormsen, Terry & Nudo, LLC
4003 80th Street, Suite 101
Kenosha, WI 53142

191-04-19-36-019-020

Parcel Identification Number

Drafted by:
Attorney Todd A. Terry
Guttormsen, Terry & Nudo, LLC
4003 80th Street, Suite 101
Kenosha, WI 53142

1 **DEVELOPMENT AGREEMENT**

2 **For**

3 **Dave Kindler, James Kindler and Ryan Romboy**

4 **Lot 2, CSM 2713 6th ST.**

5
6 **THIS AGREEMENT** is made and entered into this 5th day of JUNE, 2019, by and between
7 the Village of Waterford, Racine County, Wisconsin, a municipal corporation ("Village"), and Dave Kindler,
8 James Kindler and Ryan Romboy for a site on Lot 2, CSM 2713, 6th St. ("Developer").
9

10 **RECITALS**

11 **WHEREAS**, the Developer is the owner of certain property located in the Village of Waterford at Lot 2, CSM
12 2713 6th St. consisting of one parcel as shown on Appendix A, a plat of survey map comprising approximately
13 3.01 acres ("Property"), designated as Property Identification Numbers: 191-041936019020.
14

15 **WHEREAS**, the Property is zoned PCD-11 Planned Community Development District and is depicted on
16 the attached Exhibit A and;
17

18 **WHEREAS**, the parties mutually desire to establish fair and reasonable terms, conditions and
19 requirements required by the Village for Development of the Property;
20

21 **AGREEMENT**

22
23 **NOW, THEREFORE**, in consideration of the Recitals, the covenants and agreements set forth herein, and
24 for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the
25 parties hereby agree as follows:
26

27 **SECTION 1. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

28 The Developer makes the following representations and warranties which the Village may rely upon in entering
29 into this and all other agreements with Developer and upon which the Village may rely in granting all approvals,
30 permits and licenses for the Development Project and in executing this Development Agreement and
31 performing its obligations hereunder:
32

- 33 1. Developers are adult residents of the State of Wisconsin, or persons doing substantial business within
34 the State of Wisconsin.
35
- 36 2. The execution, delivery and performance of this Development Agreement and the consummation of the
37 transactions contemplated hereby have been duly authorized and approved by the Developer, and no
38 other or further acts or proceedings of the Developer are necessary to authorize and approve the
39 execution, delivery and performance of this Development Agreement and the matters contemplated
40 hereby. This Development Agreement, and the exhibits, documents and instruments associated
41 herewith and made a part hereof, have been duly executed and delivered by the Developer and
42 constitute the legal, valid and binding agreement and obligation of the Developer, enforceable against
43 it in accordance with their respective terms, except as the enforceability thereof may be limited by
44 applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors'
45 rights generally, and by general equitable principles.
46
- 47 3. There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer
48 that may in any way jeopardize or materially and adversely affect the ability of the Developer to perform
49 its obligations hereunder.
50

4. The Developer has at this time, and will have so long as this Development Agreement continues in effect, project-financing commitments sufficient to provide available funds for the completion of the Developer's obligations under this Development Agreement. The developer shall provide evidence that those commitments exist upon the signing of this agreement.
5. The Developer shall provide written evidence that he has obtained all necessary equity and debt financing committed to fully fund all of its obligations and building construction identified hereunder and has performed and complied with all conditions, covenants and agreements as required by the debt financing.
6. The Developer represents that he will make every effort to seek bids from Waterford contractors, suppliers, trades, banks and building materials suppliers to finance and construct the project. The TID credit established in Section 36 describes this more fully.

SECTION 2. ZONING APPROVALS

1. The property is presently unoccupied and is located in PCD-11. The Village agrees, subject to the approval by the Developer of this agreement, that the property will receive a Zoning Permit as per the requirements of Chapter 245 of the Village's Municipal Code, as well as Section 245-77 of the Municipal Code. The Developer agrees that the primary standard to be met for the issuance of the Zoning permit is the operation of a 18 Unit Apartment Development.
2. The Developer agrees to comply with all of the requirements of Municipal Code that relate to zoning landscaping, lighting, architecture, traffic, parking, fire and the building codes.
3. The developer agrees to comply with the architectural feature determinations made by the Plan Commission upon their review, which shall be generally consistent with the approved plans and drawing as specified in this Development Agreement. The Village Administrator is authorized to grant amendments to the plans submitted as "in field changes" only if he finds them to be necessary for the project.
4. The Developer agrees to build the project represented on the various attachments listed below. The Village acknowledges that the exact locations of interior walls and room sizes may vary from the attached drawings. The building and project in all its phases shall be constructed as follows:
 - a. The concept proposal plan sheets dated 4/8/19.
 - b. Site plan sheets dated 4/8/19.
 - c. Front and Rear Elevation sheets dated 4/8/19.
 - d. Side Elevation sheets dated 4/8/19.
 - e. Floor Plans dated 4/8/19.
 - f. Roofing Plan dated 4/8/19.
 - g. The roofing shingles shall be Woodbridge Gray-Brown.
 - h. The stone shall be Horizon Stone, Hermitage 19th Century.
 - i. The building siding shall be LP SmartSide 76/38 Series and the color shall be Gray with White Trim.
 - j. The landscaping, lighting and parking plan sheets dated 4/8/19.
 - k. The storm water plan sheet dated 4/8/19.

SECTION 3. PROJECT PHASING

1. The Developer acknowledges that the time period of validity for the Zoning Permit is for a period of 36 months from the date of issuance, and may be extended in additional 36 month increments at the discretion of the Village Administrator.

2. The developer acknowledges that the time period for a building permit is under the control of the building inspector.

SECTION 4. OCCUPANCY PERMITS

It is expressly understood and agreed that no occupancy permits shall be issued for the development until the Village has determined that:

1. The Developer agrees that no occupancy permit will be granted by the Village until construction is completed as shown on the site, architecture, landscaping, parking, lighting, utilities and stormwater plans.
2. The Developer has paid in full all permit fees, impact fees, connection fees and reimbursement of administrative costs as required and in effect at the time of this agreement.
3. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.
4. The Developer is not in default of any aspect of this agreement.
5. As a condition for the issuance of occupancy permits for each phase, all aspects of the project must be in compliance with all applicable fire and building codes, as well as all applicable codes and regulations.

SECTION 5. RESERVATION OF RIGHTS AS TO ISSUANCE OF ZONING PERMITS

The Village reserves the right to withhold issuance of some or all zoning, building and occupancy permits if Developer is in violation of this agreement. The developer acknowledges that the issuance of building permits and fire sprinkler permits and related inspection compliance is not under the control of the Village.

SECTION 6. PUBLIC IMPROVEMENTS

Not Applicable.

A. PUBLIC STREETS AND SIDEWALKS

The Developer hereby agrees that:

1. Reserved.
2. The Developer agrees that all construction access to the property shall be off 6th St. The Developer shall have ultimate responsibility for cleaning up all mud, dirt, stone or debris on public streets during construction. The Village shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, to clean up the same or to hold the developer who hired the contractor responsible. The Developer owner shall use its best efforts to clean up the streets within twenty-four (24) hours after receiving a notice from the Village. If the mud, dirt, stone or debris is not cleaned up after notification, the Village will do so at the Developer's expense, at the option of the Village.

B. SURFACE AND STORM WATER DRAINAGE

The Developer hereby agrees that:

1. Prior to the start of construction of improvements, the Developer shall provide to the Village written certification from the Developer's Engineer that all surface and storm water drainage facilities and erosion control plans are in conformance with all federal, state, county and Village regulations,

guidelines, specifications, laws and ordinances, and written proof that the Village Engineer has reviewed and approved the plans.

2. The developer shall provide written approval by the Wisconsin Department of Natural Resources that the storm water management plan meet all NR 151 and NR 216 requirements and/or other DNR requirements that may be promulgated.
3. The Developer shall construct, install, furnish and provide adequate facilities as specified in the attached drawings for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and the existing flow from adjacent properties, in accordance with all plans and specifications, and all applicable federal, state, county and Village regulations.
4. The Developer agrees that the site grading and construction of surface and storm water drainage facilities for the property in general shall be completed and accepted by the Village before any occupancy permits are issued for the building. The Village will not accept the surface and storm water drainage system until the entire system is installed in accordance with plans and specifications to the reasonable satisfaction of the Village Administrator.
5. Parking and walkway areas may be constructed of semipermeable paving where practical.

C. GRADING, EROSION AND SILT CONTROL

The Developer hereby agrees that:

1. Prior to commencing site grading and execution, the Developer shall provide to the Village written certification from the Developer's Engineer that the plan, once implemented, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources and or the Department of Commerce and written proof that the Wisconsin Department of Natural Resources and or the Department of Commerce and the Army Corps of Engineers, if applicable, have approved the plans.
2. The Developer shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the Village Engineer, the Wisconsin Department of Natural Resources, and or the Department of Commerce and Army Corps of Engineers, if applicable.

D. LANDSCAPING AND SITE WORK:

The Developer hereby agrees that:

1. The Developer shall preserve existing trees, shrubbery, vines, and grasses not actually lying on the drainageways, building foundation sites, driveways and parking lots by use of sound conservation practices as shown on the attached plan. Developer shall install new plantings according to the terms and conditions of the attached landscaping plan. Trees and shrubs should contain edible fruit and nut bearing species for at least 50% of plantings.

2. The Developer, as required by the Village, shall remove and lawfully dispose of building foundation materials, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish. The Village shall require the Developer's contractor, who is responsible for the debris, to clean up the same and recycle all material or dispose of at a local recycling facility. Specific construction debris that shall be recycled shall include, but not be limited to lumber, aluminum, pallets, shingles and cardboard. The developer shall have ultimate responsibility for cleaning up debris that has blown from building under construction. The Developer and/or subject contractor shall clean up the debris within forty-eight (48) hours after receiving a notice from the Village. If the debris is not cleaned up after notification, the Village will do so at the Developer's and/or subject contractor's expense.

3. Landscaping, construction of rain gardens for the building and removal of unwanted items, will be completed and certified as complete by the Village for the project. Any plants, trees or other screening vegetation required by the development agreement shall be maintained and replaced while the development agreement is in effect.

4. Developer shall install "stand alone" raised bed gardens that are handicapped accessible at a rate of 32 square feet per 6 rentable units. These beds shall be made available to residents for the purpose of growing flowers, fruit, vegetables, and herbs on site. These beds shall be constructed of timber, and filled with aggregate, subsoil and top soil to the top of the design limit. Running water shall be provided to each of the raised beds so as to facilitate irrigation and growth of the plants. These shall be installed in an area of full sun, in accordance with the approved landscaping plan and final sign off by the Village Administrator. If no resident desires to use these beds for the purpose of growing vegetables, fruits or herbs, the beds will be planted with a variety (no less than 8 types) of herbs by the developer each year for use by all residents of the complex.

E. SIGNAGE, STREET SIGNS AND TRAFFIC CONTROL

1. The Developer shall provide all traffic signage deemed necessary by the Village in connection with construction and demolition. The Developer and Developer's Contractors shall not occupy parking on 6th St. during the construction and demolition period. The Developer and Developer's Contractors shall not obstruct traffic for more than 3 minutes without giving prior notice to the Village during the construction and demolition period; the Village will grant permission and schedule traffic obstructions for a duration of longer than 3 minutes for a time of day that will minimize the obstruction.

3. The Developer acknowledges that business related signage is not part of this approval and must be applied for and approved separately. Also that any representation of business signage on the plan sheets is representative only and not approved as part of this agreement.

F. WATER MAIN AND SANITARY SEWER MAIN SYSTEM

The Developer hereby agrees that:

1. The improvements shall be constructed in accordance with the following specifications.

- a. Village of Waterford Engineering Design Manual, most recent edition.
- b. Standard Specifications for Sewer and Water Construction in Wisconsin, Fifth Edition, March 1, 1988, and as amended January 1, 1992.
- c. The Wisconsin Construction Site Best Management Practice Handbook for Erosion Control.
- d. State of Wisconsin, Department of Transportation Standard Specifications for Highway and Structure Construction, 1996 and supplemental specifications or the most recent edition.

2. A sewer and water plan should be submitted to the Village Utility Department that shows where every water service line and sanitary line runs, the location of all water meters, calculations on sanitary fixture units for each metered location to enable the Utility Department to determine the impact and hook-up fees. The Developer shall install the sanitary and water connections to the Village system in accordance with the plans and specifications Sheet on file in the Village Administrator's office.

3. The developer agrees to do all the public and private infrastructure construction according to the Village's various codes including but not limited to the Utility Code, Land Division Code and the Design Standards. Upon completion of all construction the developer shall provide the Village with "as built" plans. The developer agrees that all underground piping regardless of type or location shall be marked with locating wire according to accepted standards. The developer agrees that all improvements within the public right-of-way or public easements shall be inspected by Village inspectors at the developer's expense.

G. ADDITIONAL IMPROVEMENTS

Not applicable.

SECTION 7. SITE SPECIFIC REQUIREMENTS

1. The Developer shall maintain continuous access around the building and to any fire hydrants as required by the current Zoning Code as directed by the Fire Department and Water Utility.

2. The developer agrees to bury all electric, telephone and cable television lines from existing wooden poles to the building.

3. The lighting plan shall not allow any light trespass at the property line in excess of the standards set forth in Section 245. The lighting contractor shall provide written verification of compliance before occupancy shall be granted. All pole lighting taller than eight feet in height shall conform in style to the Village standard pole and luminaire.

4. The liquid propane tanks shall be buried in a location approved by the Fire Department. The tanks and line locations shall be registered with Racine County.

5. The Village agrees that the general contractor shall be allowed a temporary construction sign on the property equal to 24 square feet per side per the requirements of Section 245 of the Code.

SECTION 8. TIME OF COMPLETION OF IMPROVEMENTS

The improvements set forth in Section 3 above shall be completed by the Developer in total within the specific time limits from the date of the date of this agreement being signed except as otherwise provided for in this agreement.

SECTION 9. FINAL ACCEPTANCE

The Village's engineer and administrator shall have joint responsibility of acceptance of any public improvements, and no occupancy permit shall be issued until such acceptance is granted.

SECTION 10. DEDICATION OF IMPROVEMENTS

All improvements requested by the Village for public purposes shall be deemed dedicated to the public upon completion of the project and issuance of an occupancy permit for any part of all of the project. Rights of way,

water, sanitary sewer, storm sewer, roads, public water stations, public sidewalks, paths and any other depicted public improvement made by Developer shall be deemed a part of this section.

SECTION 11. ACCEPTANCE OF WORK AND DEDICATION

Acceptance of work shall be made by the Village's Engineers and Village Administrator. Dedication shall be deemed complete on the issuance of any occupancy permit.

SECTION 12. APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER

The ultimate responsibility for the proper design and installation of sewer facilities, water facilities, drainage facilities, landscaping and all other improvements are upon the Developer. The fact that the Village or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a waiver, or relieve the Developer from the ultimate responsibility for the design, performance and function of the development and related infrastructure.

SECTION 13. GUARANTEES OF IMPROVEMENTS

Dave Kindler, James Kindler and Ryan Romboy, their heirs, assigns, and any legal entities under their control guarantee the terms of this development agreement. Any failure to complete the improvements, public and private as described in this agreement, shall be personally guaranteed and guaranteed against the value of the property as a special assessment against the property.

Developer will place an amount of cash or irrevocable letter of credit (valid for a period of 4 years) with a Bank located in Waterford WI as surety of installation of all landscaping and public improvements.

SECTION 14. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS

Village is not responsible for making improvements to this site. Any utilities shown on the plans as public will become the responsibility of the Village upon successful completion, certification by the Village's engineers, and dedication to the Village.

SECTION 15. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVAL OF CERTIFIED SURVEY MAP N/A

SECTION 16. CONSTRUCTION PERIOD FINANCIAL GUARANTEE

The Developer agrees to secure personally and against the real property subject to this development agreement that is described herein to ensure that the items described in this development agreement are completed.

SECTION 17. NOISE AND HOURS OF OPERATIONS

1. The Developer shall make every effort to minimize noise, dust and similar disturbances, recognizing that the project is located near existing residences. The project construction or demolition shall only occur between the hours of 7:00 a.m. and 7:00 p.m., during weekdays and Saturdays. Grading, excavation, blasting, demolition, roadway construction or underground utility construction shall only occur between the hours of 8:00 a.m. and 8:00 p.m., during weekdays and Saturdays except in cases of urgent necessity in the interest of public health and safety. If the Village Administrator determines that, the public health and safety will not be impaired by these activities he/she may grant permission for such work to be done during other hours on application being made at the time the permit for the work is awarded or during the progress of the work. Blasting mats, or other established method, shall be used to prevent flying debris resulting from the blasting operation. Not less than 24 hours before blasting, the Developer and Contractor shall notify in writing all residences and businesses near the work of the Contractor's intent to blast. A copy of the written notice shall also be delivered to the Village.

SECTION 18. CONDITIONS OF ALL OBLIGATIONS OF THE PARTIES UNDER THIS DEVELOPMENT AGREEMENT

As a condition to each and all of the covenants, agreements and other obligations of the Village under this Development Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Development Agreement:

- a. All representations and warranties of the Developer set forth in this Development Agreement and in all agreements expressly referred to herein shall at all times be true, complete and correct;
- b. All covenants and obligations of the Developer under this Development Agreement are duly and substantially performed, observed, satisfied and paid, when and as required herein;
- c. No event of default has occurred, or with the giving of notice or lapse of time would occur;
- d. There is no material adverse change in the financial condition of the Developer, which might impair its ability to perform its obligations under this Development Agreement.

SECTION 19. DEFAULT/REMEDIES

1. An event of default ("Event of Default") is any of the following:

- a. A failure by the Developer to cause substantial completion of the Development Project or any part thereof to occur pursuant to the terms, conditions and limitations of this Development Agreement; a failure of either party to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Development Agreement within thirty (30) days of notice of the failure to the Developer;
- b. A failure by the Developer to pay any amount or when and as due to the Village within ten (10) days of notice of such failure to the Developer;
- c. The Developer becomes insolvent or is the subject of bankruptcy, receivership or insolvency proceedings of any kind; or
- d. The dissolution or liquidation of the Developer, or the commencement of any proceedings therefore.

2. Whenever an Event of Default occurs and is continuing, the non-breaching party may take any one or more of the following actions without waiving any rights or remedies available to it:

- a. Immediately suspend its performance under this Development Agreement from the time any notice of an event of default is given until it receives assurances from the breaching party deemed adequate by the non-breaching party, that the breaching party will cure its default and continue its due and punctual performance under this Development Agreement; or
- b. Commence legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the breaching party under this Development Agreement.
- c. Perform or have performed all necessary work in the event the non-breaching party determines that any Event of Default may pose an imminent threat to the public health or safety, without any requirement of any notice whatsoever. In the event of a default by the Developer, the Village may use and apply all or any portion of the bond provided by the Developer under Section 16 above to cure such default.

3. No remedy or right conferred upon or reserved to a party in this Development Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Development Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

4. In the event any warranty, covenant or agreement contained in this Development Agreement should be breached by a party and thereafter waived by the other, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

5. Whenever any Event of Default occurs and a party incurs attorney's fees, court costs and other such expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the other herein contained, the prevailing party shall be reimbursed the actual attorney's fees, court costs and other such expenses incurred by such prevailing party.

SECTION 20. PERMITTED DELAYS

Only delays agreed to in writing and approved by the Village Administrator are acceptable.

SECTION 21. ADDITIONAL PROVISIONS

1. No member of any governing body or other official of the Village ("Village Official") shall have any financial interest, direct or indirect, in this Development Agreement, the Property or the Development Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, unless such interest is disclosed to the Village and the Village Official fully complies with all conflict of interest requirements of the Village. No Village Official shall participate in any decision relating to this Development Agreement, which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official or employee of the Village shall be personally liable to the Village for any event of default or breach by the Developer of any obligations under the terms of this Development Agreement.

2. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Development Agreement.

3. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of the Developer to obtain all necessary approvals, licenses and permits from the Village in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the Village to approve or disapprove any and all plans and specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Development Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

4. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

5. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Development Agreement.

6. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

Village Administrator
Village of Waterford
123 N. River St
Waterford, WI 53105

The notices or responses to Grantee shall be addressed as follows:
Dave Kindler, James Kindler and Ryan Romboy
PO Box 305
Big Bend WI, 53103

SECTION 22. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES

The Developer shall pay and reimburse the Village promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the Village in connection with this project or relative to the construction, installation, dedication and acceptance of the improvements covered by this agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. Any such charge not paid by Developer within forty-five (45) days of being invoiced may be charged against the financial guarantee held by the Village pursuant to this agreement, or assessed against the property as a special charge pursuant to §66.60(16), Wisconsin Statutes.

The Developer agrees to waive rights to contest a special assessment placed against the property for failure to pay fees, engineering and legal review costs, impact fees, building permit fees, zoning fees, or other fees or costs associated with the project.

Developer may pay impact fees at the time of the issuance of an occupancy permit. Any unpaid impact or other fees or costs will be charged as a special assessment on the property, due and payable as is customary with the property tax bill.

SECTION 23. GENERAL INDEMNITY

The Developer will indemnify and hold harmless the Village, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this paragraph collectively referred to as the "Indemnified Parties") against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any breach of any warranty, covenant or agreement of the Developer under this Development Agreement, and the development of the Property; provided that the foregoing indemnification shall not be effective for any willful acts of the Indemnified Parties. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Development Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Development Project and the Property. All covenants, stipulations, promises, agreements and obligations of the Village contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the Village and not of any governing body, member, officer, agent, servant or employee of the Village. All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the Developer and not of any of its officers, owners, agents, servants or employees.

SECTION 24. INSURANCE

The Developer, its contractors, suppliers and any other individual working on the public right of way shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms and in the amounts as required by the Village consistent with other projects in the public right of way.

SECTION 25. FEES AND CHARGES

The Developer shall be responsible for zoning and development fees such as are applicable as of the date of the development agreement. The Developer shall be responsible for any impact fees as are properly levied by the Village according to the terms of this agreement and as may be amended by ordinance.

SECTION 26. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES

The parties mutually agree that the Village President of the Village Board, and/or the Village Clerk, entered into and are signatory to this agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

SECTION 27. GENERAL CONDITIONS AND REGULATIONS

All provisions of the Village Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this agreement as fully as if set forth at length herein. This agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

SECTION 28. ZONING

The Village does not guarantee or warrant that the subject property of this agreement will not at some later date be rezoned, nor does the Village herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this agreement.

SECTION 29. COMPLIANCE WITH CODES AND STATUTES

The Developer shall comply with all current and future applicable codes of the Village, County, State and federal government and, further, Developer shall follow all current and future lawful orders of all duly authorized employees and/or representatives of the Village, County, State or federal government.

SECTION 30. AGREEMENT FOR BENEFIT OF PURCHASERS

Not applicable.

SECTION 31. ASSIGNMENT

The Developer shall not transfer, sell or assign the property or assign this Development Agreement or its obligations hereunder without the express prior written consent of the Village until the Developer has fully complied with its obligations under this Development Agreement. Any such consent requested of the Village prior thereto may be withheld, conditioned or delayed for any reasonable reason.

SECTION 32. BINDING

This Development Agreement shall be binding upon the parties hereto and their respective representatives, successors and assigns, and any and all future owners of the Property or any portion thereof, and their respective heirs, representatives, successors and assigns.

SECTION 33. AMENDMENTS

The Village and the Developer, by mutual consent, may amend this Developer's Agreement at any meeting of the Village Board. The Village shall not, however, consent to an amendment until after first having received a

1 recommendation from the Village's Plan Commission. The Plan Commission shall consider the amendment
2 under the conditional use process.

3
4 **SECTION 34. DURATION**

5 The Developer acknowledges that the requirements regarding the operation and maintenance of the project
6 as fully described above shall continue and not expire. The Developer acknowledges that the Village may from
7 time to time establish new zoning, utility, storm water and other requirements or standards that apply to
8 similarly situated properties which, if applicable shall apply to this project. The Developer may petition the
9 Village Board to cancel or eliminate the requirements of the Agreement. Prior to considering the petition, the
10 Board shall ask the Plan Commission to conduct a public hearing and make a recommendation regarding the
11 petition. The Board may cancel the agreement if it determines that there is no further value or need for the
12 Developer to comply with its requirements.

13
14 **SECTION 35. ADDITIONAL MINIMUM ASSESSED VALUATION**

15 Not Applicable.

16
17 **SECTION 36. TID #3 INCENTIVE TO PROPERTY OWNER, NOT DEVELOPER**

18 Upon the creation of TID #3 and subsequent actions to create improvements on Lots 1 and 2 of CSM 2713 on
19 6th St. in Waterford, WI in the creation of 18 apartment units and assessed for at least at \$2,000,000 (two
20 million dollars) in value, the Village hereby grants the following incentive for development:

21
22 The property owner will receive 50% of the tax increment created (SUBJECT TO THE TERMS CONTAINED IN
23 SECTION 37 OF THIS AGREEMENT) from improvements made on Lots 1 and 2 of CSM 2713 for development of
24 18 apartments on 6th St. in Waterford WI, up to a total incentive value of \$200,000 (two hundred thousand
25 dollars). Qualified payments will be made annually by the Village to the property owner (not until, and after
26 successful completion and occupancy of all 18 units by June 30, 2022), and the incentive shall run with the
27 property, not with the Developer. The Village will make payment on or about December 31 of each year, in an
28 amount of 50% of the tax increment paid by the property owner as a TID #3 incentive for development that
29 would not occur if it were not for this incentive. The Village will continue to make annual payments to the
30 property owner until the total incentive value of \$200,000 has been paid to the property owner. The property
31 owner will only be eligible to receive this incentive if all terms of this development agreement are complied
32 with, along with all applicable Village Ordinances.

33
34 **SECTION 37. QUALIFICATION FOR TID #3 INCENTIVE**

35 In order for Lots 1 and 2 of CSM 2716 to qualify to receive an incentive of tax increment monies in an amount
36 of \$200,000 (two hundred thousand dollars), the developer of improvements to this property must use
37 qualifying vendors with physical office, distribution, or production facilities verified and located in the Village
38 of Waterford (Vendors within 53185 zip code), or a vendor that has been recognized through grant of a waiver
39 from the Village of Waterford. Developer must complete the attached project expense form, detailing all
40 project related expenditures, up to a total project expense of \$2,000,000.

41
42 Developer will be eligible to receive this incentive only if a development is constructed with all 18 apartment
43 units being completed with occupancy permits issued for habitation of all units by December 31, 2021, and the
44 development must have an assessed value of at least \$2,000,000 (two million dollars). Should the developer
45 fail to complete and legally occupy all 18 of the proposed units by June 30, 2022 (with an assessed valuation
46 of at least \$2,000,000), no incentive payment shall be made to developer.

Dave Kindler & Ryan Romboy, Lots 1 & @ CSM 2713, 6th ST. Development Agreement

IN WITNESS WHEREOF, the Developer and the Village have caused this agreement to be signed by their appropriate officers and their corporate seals to be hereunto affixed in three original counterparts the day and year first above written.

DEVELOPER

Dave Kindler, James Kindler and Ryan Romboy

By: [Signature]
Dave Kindler

By: [Signature]
James Kindler

By: [Signature]
Ryan Romboy

STATE OF WISCONSIN

COUNTY OF RACINE

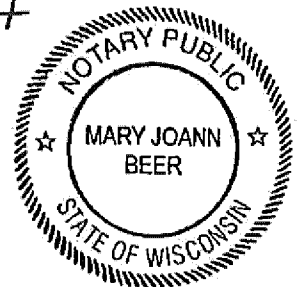
Personally came before me this 16th day of August, 2019, Dave Kindler, James Kindler & Ryan Romboy, to me known to be the persons who executed the foregoing instrument and to me acknowledged that each executed the foregoing instrument in such capacity.

[Signature]
Notary Public, State of WI
My commission expires: is permanent

VILLAGE OF WATERFORD, WI

[Signature]
Village President

[Signature]
Village Clerk



STATE OF WISCONSIN

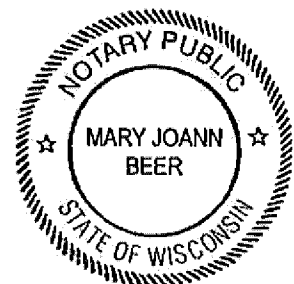
COUNTY OF RACINE

Personally came before me this 19th day of June, 2019, the above named Don Houston, and Rachel Ladewig, Village Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such individual and Village Clerk of the municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of the municipal corporation by its authority and pursuant to the authorization by the Village Board from their meeting on the 8th day of April, 2019.

[Signature]
Notary Public, State of WI
My commission expires: is permanent

Approved As To Form:

[Signature]
Village Attorney [Signature]



APPENDIX A

VOL 8 PG 620

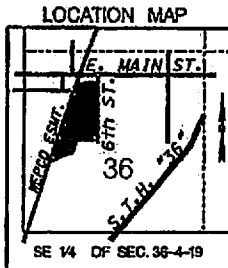
CERTIFIED SURVEY MAP NO. 2713

BEING PART OF THE NW 1/4 OF THE SW 1/4
OF SECTION 36, TOWN 4 NORTH, RANGE 19
EAST, VILLAGE OF WATERFORD,
RACINE COUNTY, WISCONSIN

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$17.00



0 200
SCALE 1" = 200'



BOUNDARY LINE DATA		
LINE	COORDINATE	DISTANCE
L1	N85°08'08"W	49.72'
L2	S24°53'52"W	17.00'

NOTES:
1.) SETBACKS TO MEET
VILLAGE OF WATERFORD
MUNICIPAL CODE
SECTION 17.18(17).
2.) PROPERTY IS ZONED
PLANNED COMMUNITY
DEVELOPMENT DISTRICT

LEGEND	
1" •	1" FOUND IRON PIPE OR ROD
○	1.05"x18" SET IRON PIPE, 1.13#/L.F.
AzB	SOIL TYPE & DELINEATION
WETLANDS	
-920-	EXIST. CONTOUR
#36-019-000	TAX KEY NUMBER

CURVE DATA	
C4	Δ=09°19'30" R= 5679.65' A= 924.36' CHORD= 922.77' N19°39'03"E
C5	Δ=06°07'32" R= 5679.65' A= 807.23' CHORD= 606.09' N18°03'04"E
C6	Δ=03°11'57" R= 5679.65' A= 317.13' CHORD= 317.09' N22°42'51"E

OWNER:
WATERFORD LAND
INVESTORS, LLC
W.232 S.7530
BIG BEND DR.
BIG BEND, WI. 53103

SURVEYOR:
RSV ENGINEERING INC.
801 MAIN STREET
MUKWONAGO, WI. 53149

ARC=349.83
R = 5679.65'
CHD.=348.34'
BRG.=N13°12'13"E

NOTE:
REMAINDER OF TAX PARCELS
#36-19-000, #36-003-000 AND
#36-86-010 TO BE ATTACHED
TO TAX PARCEL #36-002-000.



INSTRUMENT DRAFTED BY PAUL H. VAN HEKELUM
801 MAIN STREET, MUKWONAGO, WI 53149

REV. 3/15/05
REV. 3/17/05
REV. 11/11/04
DATE 10/27/04
SHEET 1 OF 4
RSW#04023

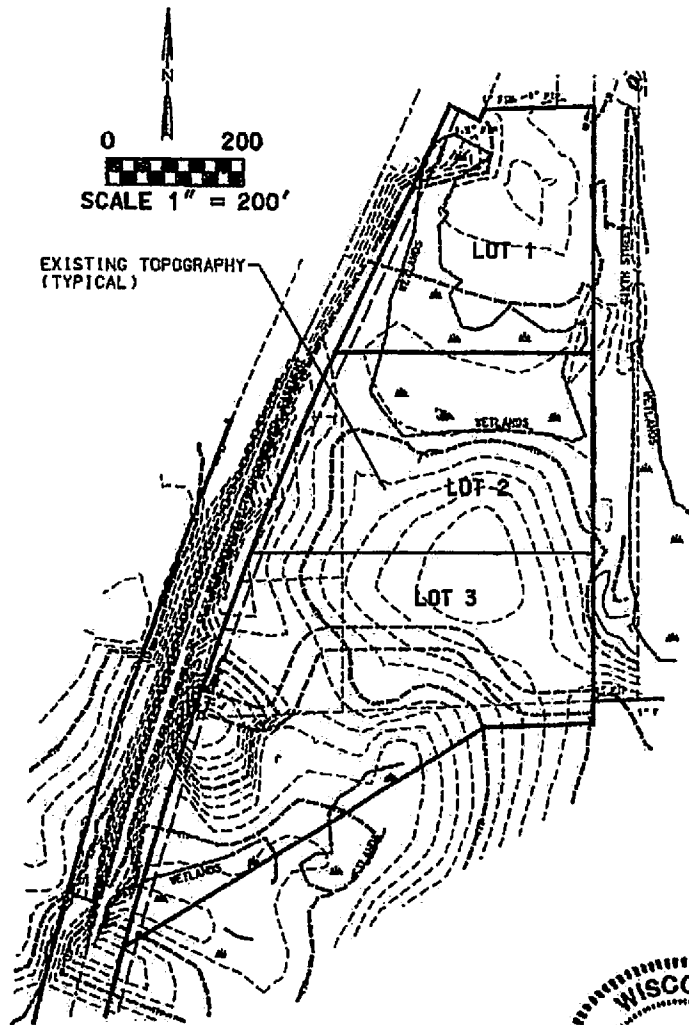
BADGER
BLUEPRINT
COMPANY, INC.
(262) 542-8200

VOL 8 PG 621

FORM BBC-101

CERTIFIED SURVEY MAP NO. 2713

BEING PART OF THE NW¹/₄ OF THE SW¹/₄ OF
SECTION 36, TOWN 4 NORTH, RANGE 19 EAST,
VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN



From: 191-04-19-36-019-000
191-04-19-36-086-010
191-04-19-36-003-000
191-04-19-36-002-000 (part of)
To: Lot 1 191-04-19-36-019-010
Lot 2 191-04-19-36-019-020
Lot 3 191-04-19-36-019-030



INSTRUMENT DRAFTED BY PAUL H. VAN HENKELUM
801 MAIN STREET, MUKWONAGO, WI 53149

REV. 3/15/05
REV. 3/7/05
REV. 11/11/04
DATE 10/27/04
SHEET 2 OF 4
RSV#04023

CERTIFIED SURVEY MAP NO. 2713

BEING PART OF THE NW¹/₄ OF THE SW¹/₄ OF
SECTION 36, TOWN 4 NORTH, RANGE 19 EAST,
VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN

SURVEYORS CERTIFICATE:

I, PAUL H. VAN HENKELUM, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT
I HAVE SURVEYED, DIVIDED AND MAPPED THE FOLLOWING LAND BOUNDED AND
DESCRIBED AS FOLLOWS:

BEING PART OF THE NW¹/₄ OF THE SW¹/₄ OF SECTION 36, TOWN 4 NORTH, RANGE 19 EAST,
VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN.
COMMENCING AT THE SW CORNER OF SAID SECTION 36; THENCE N00°02'49" E ALONG THE
WEST LINE OF SAID SW¹/₄ A DISTANCE OF 331.22' TO A POINT; THENCE N87°40'07"E, A
DISTANCE OF 196.85' TO A POINT; THENCE N11°27'34"E, A DISTANCE OF 335.35' TO A
POINT ON A CURVE; THENCE WITH SAID CURVE TO THE RIGHT A LENGTH OF 349.83' SAID
CURVE HAVING A RADIUS OF 5679.65', A CHORD THAT BEARS N13°12'13"E FOR A DISTANCE
OF 348.34' TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE TO THE
RIGHT A LENGTH OF 924.36' SAID CURVE HAVING A RADIUS OF 5679.65', A CHORD THAT
BEARS N19°39'03"E FOR A DISTANCE OF 922.77' TO A POINT; THENCE N24°39'09"E, A
DISTANCE OF 400.98' TO A POINT; THENCE S65°06'08"E, A DISTANCE OF 49.72' TO A
POINT; THENCE N24°53'52"E, A DISTANCE OF 17.00' TO A POINT; THENCE N87°46'10"E,
A DISTANCE OF 163.20' TO A POINT; THENCE N80°00'00"W, A DISTANCE OF 909.41' TO
A POINT; THENCE S87°54'00"W, A DISTANCE OF 162.93' TO A POINT; THENCE S59°06'58"W,
A DISTANCE OF 622.38' TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 10.39 ACRES.

I FURTHER CERTIFY THAT I HAVE MADE THIS SURVEY AND MAP IN ACCORDANCE
WITH THE REQUIREMENTS OF CHAPTER 236.34 OF THE STATE STATUTES, THE VILLAGE
OF WATERFORD MUNICIPAL CODE, AND BY THE DIRECTION OF THE OWNER.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR
BOUNDARIES OF THE LAND SURVEYED.

DATED THIS 28th DAY OF March, 2005.

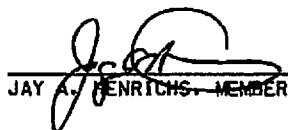


PAUL H. VAN HENKELUM, R.L.S. 1931



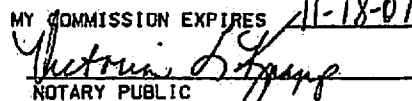
OWNERS CERTIFICATE:

AS OWNER, WATERFORD LAND INVESTORS, LLC, HEREBY CERTIFIES THAT IT HAS
CAUSED THE LAND DESCRIBED ABOVE TO BE SURVEYED, DIVIDED, AND MAPPED
AS REPRESENTED ON THIS MAP IN ACCORDANCE WITH THE VILLAGE OF WATERFORD
MUNICIPAL CODE, AND THE REQUIREMENT OF CHAPTER 236.34 OF THE STATE STATUTES.

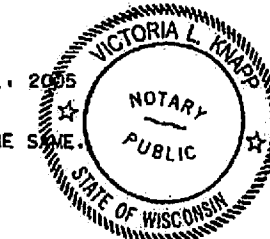

JAY A. HENRICHS, MEMBER

STATE OF WISCONSIN)
WAUKESHA COUNTY) ss

PERSONALLY CAME BEFORE ME THIS 19th DAY OF May, 2005
THE ABOVE NAMED JAY A. HENRICHS, MEMBER OF WATERFORD
LAND INVESTORS, LLC, TO ME KNOWN TO BE THE PERSON(S)
WHO EXECUTED THE FORGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

MY COMMISSION EXPIRES 11-18-07

NOTARY PUBLIC

INSTRUMENT DRAFTED BY PAUL H. VAN HENKELUM
801 MAIN STREET, MUKWONAGO, WI 53149



REV. 3-15-05
REV. 3/7/05
REV. 11/11/04
DATE 10/27/04
SHEET 3 OF 4
RSV#04023

CERTIFIED SURVEY MAP NO. 2713

BEING PART OF THE NW¹/₄ OF THE SW¹/₄ OF
SECTION 36, TOWN 4 NORTH, RANGE 19 EAST,
VILLAGE OF WATERFORD, RACINE COUNTY, WISCONSIN

PLANNING COMMISSION APPROVAL:

APPROVED BY THE PLANNING COMMISSION OF THE VILLAGE OF WATERFORD
THIS 11th DAY OF March, 2005.

David Richmond
DAVE RICHMOND, CHAIRMAN

Vikki Zuehlke
VIKKI ZUEHLKE, CLERK

VILLAGE BOARD APPROVAL:

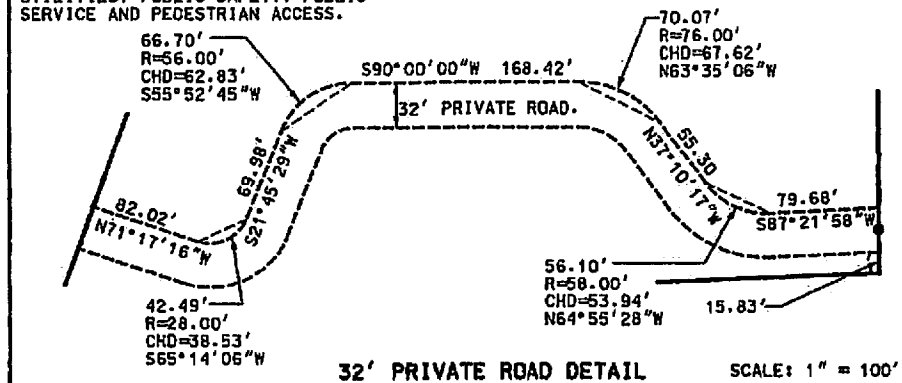
APPROVED BY THE VILLAGE BOARD OF WATERFORD ON THIS
28th DAY OF March, 2005.

David Richmond
DAVE RICHMOND, PRESIDENT

Vikki Zuehlke
VIKKI ZUEHLKE, CLERK



NOTE:
32' PRIVATE ROAD. NON-EXCLUSIVE
EASEMENTS OVER, UNDER AND UPON
THE PRIVATE ROAD ARE DEDICATED
TO THE VILLAGE OF WATERFORD FOR
UTILITIES, PUBLIC SAFETY, PUBLIC
SERVICE AND PEDESTRIAN ACCESS.



INSTRUMENT DRAFTED BY PAUL H. VAN HENKELUM
801 MAIN STREET, MUKWONAGO, WI 53149

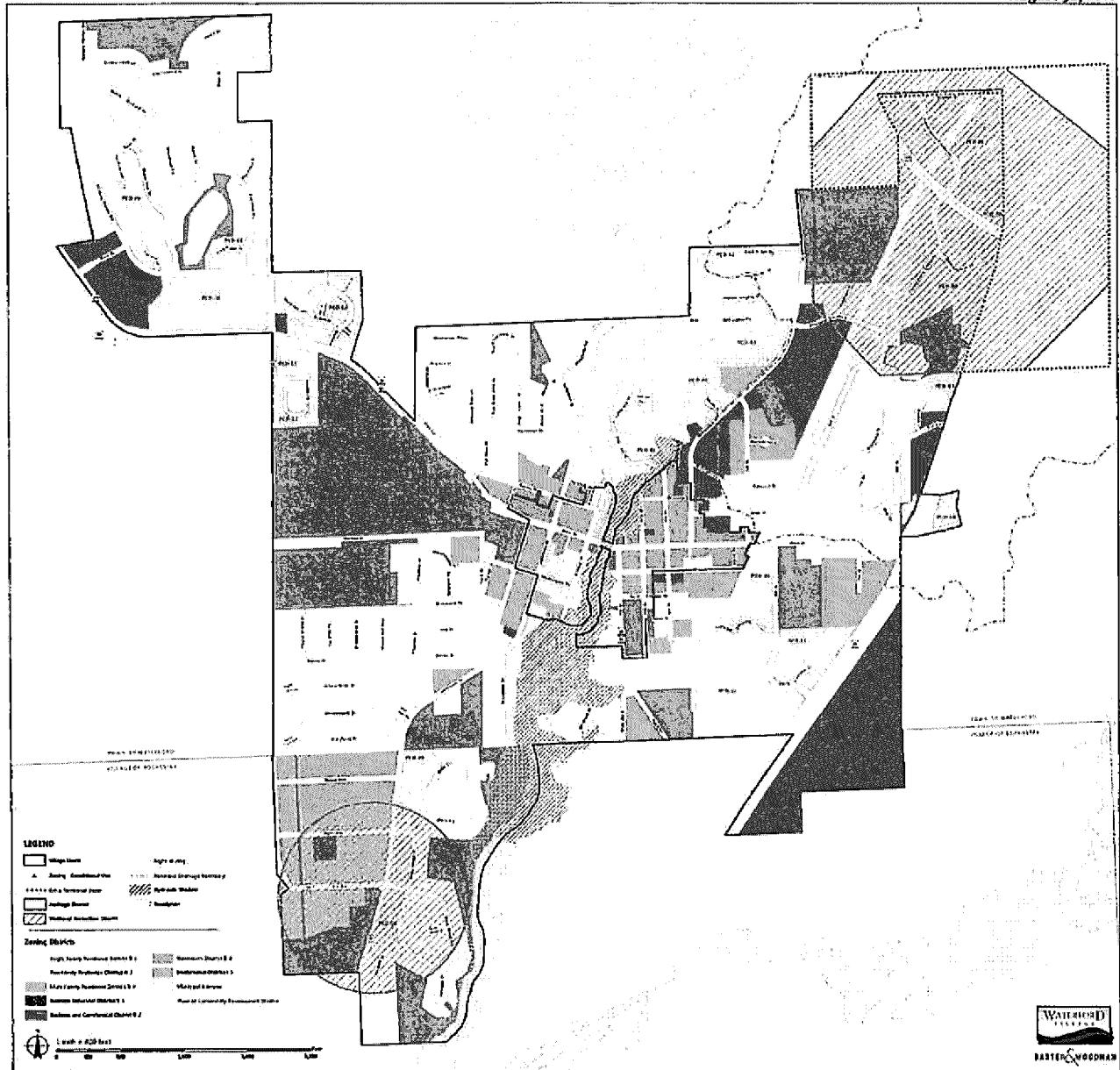
REV. 3-25-05
REV. 3-15-05
REV. 3/7/05
REV. 11/11/04
DATE 10/27/04
SHEET 4 OF 4
RSV#04023

EXHIBIT A

ZONING MAP

ZONING MAP

VILLAGE OF WATERFORD, WI
August 30, 2018



To: Common Council and CDA

From: John Weidl, City Manager

Date: February 11, 2025

Subject: Analysis of Mukwonago's TIF-Funded Development Agreement for 915 Main (Pointe Apartments)

Executive Summary

The Mukwonago development agreement for 915 Main (Pointe Apartments, LLC) provides another key regional comparison for Whitewater's use of Tax Increment Financing (TIF) in multifamily housing development. This agreement further confirms that TIF is a necessary tool for enabling large-scale residential projects, particularly when the upfront infrastructure or development costs would otherwise make them infeasible.

However, Mukwonago's TIF funding model differs significantly from Whitewater's approach. In this case, Mukwonago borrowed funds to make milestone-based payouts to the developer upfront, using future tax increment revenue to repay itself over time. This is a more aggressive TIF financing strategy than what Whitewater employs, as it carries greater municipal financial exposure until the development produces sufficient tax revenue.

By contrast, Whitewater's TIF structure is more conservative, as it ties payments directly to the actual generation of tax increment rather than relying on municipal borrowing to fund developer incentives upfront. This ensures Whitewater never pays out more than what is collected in TIF revenue, reducing financial risk while still maintaining a competitive incentive structure.

Key Takeaways from the Mukwonago Development Agreement

1. TIF Was Necessary to Make the Project Viable

The agreement makes clear that the project would not have proceeded without TIF assistance, as the financial feasibility and environmental remediation depended on municipal support.

The development includes multifamily housing and public infrastructure improvements, reinforcing the principle that TIF is commonly used for residential projects in Wisconsin.

2. Mukwonago Borrowed Funds to Pay the Developer Before Tax Increment Was Generated

Instead of waiting for tax increment to accumulate, Mukwonago issued debt to fund milestone-based payouts to the developer.

The municipality will recoup these costs over time through future TIF revenues, but in the interim, the city carries financial exposure.

If the development fails to generate expected revenue, Mukwonago could face a budget shortfall unless additional protections are in place.

3. Infrastructure and Public Improvements Were Still Developer-Funded

The developer was responsible for installing and funding public improvements, including:

Stormwater management systems

A multi-use public trail

Erosion control and environmental mitigation measures

Once completed, these improvements were dedicated to the municipality, ensuring long-term public benefit without direct city funding.

4. Whitewater's TIF Structure is More Financially Conservative

Unlike Mukwonago, Whitewater does not borrow upfront to pay developers—instead, TIF funds are disbursed only as they are generated.

Whitewater's tiered reimbursement structure (85% for 10 years, then 60%) ensures that:

The city never overcommits funds it does not yet have.

Developers remain incentivized to complete their projects successfully.

Whitewater maintains financial stability while still supporting growth.

This minimizes financial risk, ensuring the city is never left covering incentive payouts from its general budget.

Implications for Whitewater's TIF Strategy

1. Whitewater's TIF Model is More Fiscally Prudent

While Mukwonago front-loaded its TIF incentives using borrowed funds, Whitewater only pays out from actual TIF revenue collected.

This means Whitewater assumes no financial liability if a development underperforms—a significant safeguard Mukwonago does not have.

2. TIF is a Standard and Necessary Tool for Multifamily Housing

Mukwonago's agreement reinforces the fact that multifamily housing often requires TIF to be financially feasible.

Claims that TIF is not commonly used for residential projects are directly contradicted by this agreement.

3. Infrastructure Cost Offsets Are Expected in Development Agreements

Like Whitewater, Mukwonago required the developer to fund and install public improvements before city dedication.

This aligns with how Whitewater structures its own TIF-supported agreements, ensuring that public infrastructure is built without direct municipal expenditures.

4. Whitewater's Approach Reduces Long-Term Financial Risk

Mukwonago's borrowing approach carries risk—if the tax increment underperforms, the city may have to adjust its repayment timeline.

Whitewater's pay-as-you-go model ensures that no city funds are committed beyond actual revenue generated.

This approach maintains long-term fiscal stability while still attracting development.

Conclusion: Whitewater's TIF Approach is Responsible and Sustainable

The Mukwonago development agreement for 915 Main (Pointe Apartments) once again confirms that TIF is a necessary and standard tool for residential development. However, the way Mukwonago structured its financing—borrowing upfront to fund developer payouts—carries greater financial exposure than Whitewater's approach.

By maintaining a pay-as-you-go model, linking incentives directly to tax increment, and ensuring infrastructure cost-sharing, Whitewater is using a more fiscally conservative and sustainable strategy. This further supports the position that Whitewater's TIF policies are not only justified but among the most financially responsible in the region.

Rejecting TIF for housing would place Whitewater at a competitive disadvantage against municipalities like Mukwonago, Elkhorn, and Waterford, all of which are actively leveraging it for multifamily development.

Best,



John S. Weidl, City Manager

**HIPPENMEYER, REILLY, BLUM
SCHMITZER, FABIAN & ENGLISH, S.C.**

MARK G. BLUM
THOMAS G. SCHMITZER
LORI J. FABIAN
RONALD E. ENGLISH III

720 CLINTON STREET
P. O. BOX 766
WAUKESHA, WISCONSIN 53187-0766
TELEPHONE: (262) 549-8181
FACSIMILE: (262) 549-8191
www.hrblawfirm.com

RICHARD S. HIPPENMEYER
(1911-1979)
WILLIAM F. REILLY
(1932-2007)

EMAIL: MGBLUM@HRBLAWFIRM.COM

January 14, 2020

Via Email (ddykstra@villageofmukwonago.com) and US Mail

Ms. Diana Dykstra
Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149

Re: 915 Main Street – Recorded Developer's Agreement

Dear Diana:

Enclosed is the original Developer's Agreement for the Pointe Apartments, LLC showing its recording with the Waukesha County Register of Deeds Office on January 2, 2020 as Document No. 4445223.

Please let me know if you have any questions.

Sincerely,

HIPPENMEYER, REILLY, BLUM,
SCHMITZER, FABIAN & ENGLISH, S.C.



Mark G. Blum
Village Attorney

MGB/jb
Enc.

Cc: Mr. Jerad Wegner
Mr. Ben Kohout

**DEVELOPER'S
AGREEMENT**

Document Number

Title of Document

4445223

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

January 02, 2020 01:29 PM
James R Behrend
Register of Deeds

64 PGS

TOTAL FEE:\$30.00

TRANS FEE:\$0.00

Book Page -



The property affected by this Agreement is legally described on the attached Exhibit A.

Record this document with the Register of Deed.

Name and Return Address

Atty. Mark G. Blum

PO Box 766

Waukesha, WI 53187-0766

(Parcel Identification Number)

Drafted By:

Attorney Mark G. Blum

Hippenmeyer, Reilly, Blum,

Schmitzer, Fabian & English, S.C.

720 Clinton St., PO Box 766

Waukesha, WI 53187-0766

Phone: (262) 549-8181

Email: mgbлум@hrblawfirm.com



CERTIFICATION

I, Diana Dykstra, the duly appointed Village Clerk/Treasurer of the Village of Mukwonago, do hereby certify that the attached photos and maps are a true and correct copy of the original and if they are not legible or readable, a copy of the original is available from the Village of Mukwonago Clerk's Office.

Dated this 28th day of October, 2019.



Diana Dykstra,
Village Clerk/Treasurer

This Certification relates to the Developer's Agreement between the Village of Mukwonago and Mikko Erkamaa.

**DEVELOPER'S AGREEMENT FOR THE DEVELOPMENT OF
THE PROPERTY AT 915 MAIN STREET, MUKWONAGO, WISCONSIN**

10th **THIS DEVELOPER'S AGREEMENT ("AGREEMENT")**, is made and entered into this day of October, 2019, by and between MIKKO ERKAMAA (hereinafter referred to as the "**DEVELOPER**"), and the **VILLAGE** of Mukwonago, a Wisconsin municipal corporation (hereinafter referred to as the "**VILLAGE**"), located in Waukesha and Walworth Counties, in Wisconsin.

RECITALS

This **AGREEMENT** relates to the property at 915 Main Street, which is owned by the **DEVELOPER** and which was previously owned by the **VILLAGE**, which property is more specifically described in the attached Exhibit A.

DEVELOPER agrees to develop the property as a multi-family development in accordance with the Site Plan and Use Approvals given by the Village of Mukwonago Plan Commission and Village Board.

The **VILLAGE** seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements to the development, and thereby to limit the harmful effects of substandard development, which might leave the property undeveloped and unproductive.

The applicable provisions of this **AGREEMENT** require that provisions be made for the installation of erosion and storm water runoff control, as well as a public, multi-purpose trail to serve the property.

The purpose of this **AGREEMENT** is to protect the **VILLAGE** from the cost of completing the improvements provided for hereunder and is not executed for the benefit of material men, laborers, or others providing work, services or material to the development or for the benefit of occupants of the property.

The purpose of this **AGREEMENT** includes, but is not limited to, the avoidance of harmful consequences of land development prior to satisfactory completion of necessary public improvements, or prior to the payment of improvement costs.

This **AGREEMENT** is made for the mutual benefit of the **DEVELOPER** and the **VILLAGE** in order that the requirements of the approval for the development of the property are fully complied with.

The parties acknowledge that the **VILLAGE** will be injured in the event of the **DEVELOPER'S** failure to fully and completely perform the requirements of this **AGREEMENT**, even if construction has not yet been commenced. Accordingly, the parties agree that the **VILLAGE** may enforce the terms and provisions of this **AGREEMENT** even if construction has not begun.

The mutual promises set forth herein, the provisions of the **VILLAGE's** Zoning Code and Development Ordinances, as well as the provisions of State Law authorize the covenants, and obligations contained in this **AGREEMENT**.

DEVELOPER agrees to develop the **PROPERTY** in accordance with this **AGREEMENT** and any applicable regulations of any governmental entity with jurisdiction and/or any other applicable ordinances, including the **VILLAGE's** Comprehensive Plan, Stormwater Management Ordinance, Zoning Code, Building Code and other rules and regulations of the **VILLAGE**.

The **DEVELOPER** now wishes to install public improvements to serve the property.

This **AGREEMENT** currently contains the following Exhibits (subject to review and approval by the Village Engineer and other authorized representatives of the **VILLAGE**) and any subsequent exhibits provided for under the **AGREEMENT**, all of which are incorporated herein as if fully set forth:

- EXHIBIT A** Legal Description of the Property
- EXHIBIT B** Public Improvement Costs – List of Work and Responsibilities of the Developer
- EXHIBIT C** Storm Water Management Plan
- EXHIBIT D** Proposed Certified Survey Map showing the location of the multi-purpose trail
- EXHIBIT E** Village of Mukwonago Insurance Requirements
- EXHIBIT F** Plans for Multi-Purpose Trail

NOW THEREFORE, in consideration of the granting of approval for the development of the property, the **DEVELOPER** agrees to develop the property, complete with all improvements outlined herein, in accordance with terms and conditions of this **AGREEMENT** and any applicable regulations of any governmental entity with jurisdiction and/or the ordinances, rules and requirements imposed by the **VILLAGE**.

ARTICLE I – GENERAL CONDITIONS

A. Improvements.

The **DEVELOPER** shall construct and install, at its own expense, those on-site and off-site improvements listed on **EXHIBIT B** and further detailed in **EXHIBITS C and F** attached hereto and incorporated herein by this reference ("the **IMPROVEMENTS**"). The **DEVELOPER'S** obligation to complete the **IMPROVEMENTS** in on the property (or those improvements required by this Agreement) will arise upon execution of this **AGREEMENT** by **DEVELOPER and VILLAGE**, recording of this **AGREEMENT** in the Waukesha County Register of Deeds, will be independent of any obligations of the **VILLAGE** contained herein and will not be conditioned on the commencement of construction in the development.

B. Contractors Engaged By DEVELOPER.

The **DEVELOPER** agrees to engage Contractors/Subcontractors for all construction included in this **AGREEMENT** who shall perform such work to the standards of the **VILLAGE** and who shall comply with every requirement of the **VILLAGE'S** Municipal Code, Standard Specifications, and standards in performing such work. The **DEVELOPER** shall furnish the Village Engineer with the names of all contractors and their subcontractors, with the classification of the work they will perform not less than seven (7)

calendar days prior to any work beginning. A pre-construction meeting, attended by the Village Engineer, Department Heads, the **DEVELOPER'S** Contractor, Utility Companies and Subcontractors is required prior to any work being commenced on the site.

C. Municipal Approval of Starting Dates.

The **DEVELOPER** further agrees that no work shall be scheduled for the above-mentioned improvements without the Village Engineer's approval of starting date and schedule, which shall be submitted by the **DEVELOPER** for approval by the Village Engineer work is scheduled to begin. The Village Engineer's approval shall not be unreasonably withheld. No building permits shall be issued until the Village Engineer has inspected and recommended for approval; the multi-use trail provided for in the Trail Plan (**EXHIBIT F**) and the storm water management facilities provided for in the Storm Water Management Plan (**EXHIBIT C**), are in place and constructed in accordance with all applicable requirements of this **AGREEMENT**. Subject to the approval by the Village Engineer, commencement of construction shall be at the discretion of the **DEVELOPER**.

D. Change Order to Work.

The **DEVELOPER** further agrees that the **VILLAGE** shall not be responsible for any costs or changes related to this project except those specifically enumerated and agreed to in this or other written agreements between the **VILLAGE** and the **DEVELOPER**. Said changes are to be in writing, executed by **DEVELOPER** and the **VILLAGE**, and are to be attached as exhibits and incorporated herein.

E. Acceptance of Work.

The **VILLAGE** shall review the **IMPROVEMENTS** after all **IMPROVEMENTS** are completed and, if acceptable to the Village Engineer, accept such **IMPROVEMENTS** as being in compliance with the standards and specifications of the **VILLAGE**. Inspection and acceptance, if appropriate, will occur within 20 days of written notice from the Village Engineer that the **IMPROVEMENTS** are in compliance with the standards and specifications of the **VILLAGE** and that all **Developer Obligations under this Agreement have been met**. At the option of the **VILLAGE**, if the ground is frozen, the time for final inspection may be extended as necessary, for those **IMPROVEMENTS** which cannot be reasonably inspected when the ground is frozen, so that final inspection may take place in spring of the following year after vegetation has become established. Before obtaining acceptance of any such **IMPROVEMENT**, the **DEVELOPER** shall present to the **VILLAGE** valid lien waivers from all persons providing materials or performing work on the **IMPROVEMENTS** for which approval is sought. Acceptance by the **VILLAGE** does not constitute a waiver by the **VILLAGE** of the right to draw funds under the letter of credit on account of defects in or failure of any **IMPROVEMENT** that is detected or which occurs following such acceptance and within the guaranty period.

The **DEVELOPER** further agrees that the dedication of multi-purpose trail **IMPROVEMENTS** will not be accepted by the **VILLAGE** until they have been reviewed and recommended for approval by the **MUNICIPAL ENGINEER** and furthermore until all outstanding **VILLAGE** incurred costs, including engineering and construction review charges indicated herein, have been paid in full and affidavits and lien waivers are received by the **VILLAGE** indicating that the Contractors and his/her suppliers have been paid in full for all work and materials furnished under this **AGREEMENT**.

The **DEVELOPER** agrees to provide for maintenance and repair of all required public **IMPROVEMENTS** until the **VILLAGE** formally accepts such **IMPROVEMENTS**.

The **VILLAGE** will provide timely notice to the **DEVELOPER** whenever observation reveals that an improvement does not conform to the **VILLAGE's** standards and specifications, or is otherwise defective. The **DEVELOPER** shall have 30 days from the issuance of such notice to correct the defect. However, the **DEVELOPER** shall not be in default hereunder if such party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence. As used herein, the term "Force Majeure" shall mean any war, insurrection, civil commotion, riots, acts of God or the elements, governmental action, strikes or lockouts, picketing (whether legal or illegal), inability of a party or its agents or contractors, as applicable, to obtain fuel or supplies, or any other cause or causes beyond the reasonable control of the **DEVELOPER** or its agents or contractors, as applicable. The **VILLAGE** shall not declare a default under this **AGREEMENT** during the 30 day correction period on account of any such defect unless it is clear the **DEVELOPER** does not intend to correct the defect or unless the **VILLAGE** determines that immediate action is required in order to remedy a situation that poses an imminent health or safety threat.

DEVELOPER shall furnish the Village Engineer with copies of all improvement plans. Electronic copies of all improvement plans shall be in the most current version of AutoCAD and in PDF, portable document format. The Village Engineer shall prepare "record drawings" of the improvements, at **DEVELOPER'S** expense within 30 calendar days of binder course placement.

The Storm Water Management improvements called for hereunder will remain the private property of the **DEVELOPER**. However, it is the intention of the **VILLAGE**, through this **AGREEMENT**, to ensure that said storm water management improvements are constructed in accordance with the approved Storm Water Management Plan. With regard to the multi-purpose trail, it is the intention of the parties that this trail will be constructed at the expense of the **DEVELOPER** and will be dedicated to the **VILLAGE** upon completion subject to the acceptance of those **IMPROVEMENTS** based upon the **DEVELOPER's** compliance with the terms of this **AGREEMENT** and the **VILLAGE's** requirements for the construction of such trail.

F. Indemnification and Insurance Required of Private Contractors.

The **DEVELOPER** hereby expressly agrees to indemnify and hold the **VILLAGE** and its agents harmless from and against all claims, costs, including actual attorney fees, and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this **AGREEMENT**. The **DEVELOPER** further agrees to aid and defend the **VILLAGE** or its agents (at no cost to the **VILLAGE** or its agents) in the event they are named as a defendant in an action concerning the performance of work pursuant to this **AGREEMENT** except where such suit is brought by the **DEVELOPER**. The **DEVELOPER** is not an agent or employee of the **VILLAGE**. The **DEVELOPER** shall require all Contractors and subcontractors engaged in the construction of this project to comply with these requirements pertaining to damage claims, indemnification of the **VILLAGE**, and provide insurance coverage's that are established by the **VILLAGE**, which are attached hereto as **Exhibit E**. The **DEVELOPER** shall also require Contractors engaged in the construction of this project to maintain a current Endorsement to their Insurance Policy, naming the **VILLAGE** as an additional insured on a primary and non-

contributory basis, in the form of a policy endorsement acceptable to the Village Attorney, on file with the Village Engineer and to provide evidence of such coverage and the evidence of the commitment to indemnify to the **VILLAGE**. Said policy shall also indicate that in the event of material modification or termination, the **VILLAGE** shall receive not less than thirty days advanced notice of said action.

G. Guarantee of Work.

The **DEVELOPER** agrees to guarantee and warrant the **IMPROVEMENTS** against defects in workmanship and materials for a period of one (1) year from the date of final acceptance by the Village Board (the **Guarantee Period**). During the **Guarantee Period** a Letter of Credit in the amount of 20% of the original estimated cost of all public improvements provided for hereunder shall remain in force for the full length of the one (1) year **Guarantee Period**.

H. Compliance with Agreement.

The **DEVELOPER** shall fully comply with any and all provisions of this **AGREEMENT** and with all Municipal Ordinances, whether or not specifically addressed in this **AGREEMENT** including but not limited to:

1. Grading, Erosion Control and Barricades:

- a. The **DEVELOPER** shall furnish, install, and maintain during construction and until the **IMPROVEMENTS** are accepted by the **VILLAGE**, all barricades and signs as required by the Manual of Uniform Traffic Control Devices (MUTCD). Signs and barricades shall be required, furnished, and installed so as to conform to the Manual of Uniform Traffic Control Devices.
- b. The **DEVELOPER** shall obtain the approval of the Village Engineer for erosion and runoff control measures as required by the Municipal Ordinances prior to grading, utility installation or any other land disturbance activity. The **DEVELOPER** shall adhere to conditions of the approval and grants the right-of-entry on the property to designated personnel of the **VILLAGE** to inspect and monitor compliance with this requirement.

2. Storm Water Management Structures:

- a. The **DEVELOPER** shall install all storm water management facilities including related public and private storm sewers required by **VILLAGE** Ordinance and the plans and specifications approved by the Village Engineer. The **DEVELOPER** shall furnish the **VILLAGE** with reproducible AutoCad (current edition) and PDF portable document format approved plans of the storm water management system prior to **VILLAGE's** acceptance of dedication of the public storm water management facilities located within the road right-of-way.
- b. The **DEVELOPER** shall be responsible for the maintenance of all required storm water facilities. The **DEVELOPER** shall remain responsible for the maintenance responsibilities to the **DEVELOPER**. Maintenance shall include the responsibility of cleaning of storm water facilities of construction debris to assure that they perform adequately. **DEVELOPER** agrees to enter into a Storm Water Maintenance Agreement in a form and content acceptable to the **VILLAGE** and in accordance with the Village Ordinances on such subject, which Agreement shall be binding upon the owners of the property, their heirs, successors and assigns.
- c. All underground services shall be constructed according to Village specifications and/or as reasonably required by Department Heads and Village Engineer.

3. **Other Improvements Required:**

- a. Where standards and/or specifications have not been established or referenced by the **VILLAGE**, all work shall be made in accordance with established engineering and construction practices as designated and approved by the Village Engineer.
- b. The **DEVELOPER** shall be responsible for the control of all weeds, grass and underbrush on the property. All subsequent owners of the property shall be responsible for weed control.

I. **DEVELOPER to Reimburse the VILLAGE for Costs Sustained.**

The **DEVELOPER** shall reimburse the **VILLAGE** for its actual cost of inspections, testing and associated legal fees for the required public **IMPROVEMENTS**. The **VILLAGE'S** cost shall be determined as follows:

- a. The cost of Village employees' time engaged in any way with the required public **IMPROVEMENTS** based on the hourly rate paid to the employee multiplied by a factor determined by the **VILLAGE** representing the **VILLAGE's** cost for expenses, benefits, insurance, sick leave, holidays, overtime, vacation, and similar benefits.
- b. The cost of **VILLAGE** equipment employed.
- c. The cost of mileage reimbursed to Village employees, which is attributed to the land division.
- d. The costs incurred by the **VILLAGE** in connection with the cost for review and approval of legal documents including deed restrictions.
- e. All consultant fees paid by the **VILLAGE**, including planning, legal and engineering, associated with this **AGREEMENT** and the **IMPROVEMENTS** shall be reimbursed by **DEVELOPER** at the invoiced amount plus a one percent (1%) administrative fee in accordance with Village Ordinance.

J. **Surety.**

- a. Prior to commencing work on the **IMPROVEMENTS**, the **DEVELOPER** agrees to furnish the **VILLAGE** with surety in the form of an irrevocable letters of credit, or other such form as deemed acceptable by the **VILLAGE** in the minimum amount of 120% of estimated costs to secure performance of this **AGREEMENT** in accordance with the **VILLAGE'S** Land Division Ordinance. A letter of credit shall remain in full force and effect until completion of the Guaranty Period, as defined in Article I Paragraph G of this **AGREEMENT**. Pursuant to Village specifications, the **IMPROVEMENTS** provided for hereunder shall be completed to the satisfaction of the **VILLAGE**. The **DEVELOPER's** letter of credit will not be released in full until the **IMPROVEMENTS** called for hereunder are constructed as required under the terms of this **AGREEMENT**.
- b. As work progresses on installation of **IMPROVEMENTS** constructed as part of the **AGREEMENT**, the Village Engineer, upon written request from the **DEVELOPER** from time to time, is authorized to recommend a reduction in the amount of surety as hereinafter provided. When portions of the construction of the **IMPROVEMENTS** are completed by the **DEVELOPER**, and the Village Engineer recommends a reduction in the surety, the Village Board is authorized, upon submission of lien waivers by the **DEVELOPER'S** contractors, to reduce the amount of surety. This partial reduction in the surety does not constitute "acceptance" of the **IMPROVEMENTS**.
- c. Upon acceptance by the Village Board of the **IMPROVEMENTS** constructed as part of this **AGREEMENT**, the **VILLAGE** agrees to reduce the surety to the amount set

forth in Article I Paragraph G of this Agreement to secure performance of the guarantee during the guarantee period described in this **AGREEMENT**, subject to the approval of the Village Engineer.

K. DEVELOPER'S Designated Project Manager.

The **DEVELOPER** hereby appoints JAY CAMPBELL as the Project Manager, said individual shall act as the **DEVELOPER'S** representative during the construction phase of the installation of these **IMPROVEMENTS**. The Project Manager shall be available during construction hours on the job site or available by telephone. During non-construction hours, the Project Manager shall be available for emergency situations at the following telephone number: cell phone (262) 894-4572 or office phone (262) 4760. The mailing address of **DEVELOPER** for this construction project shall be as follows: Mr. Jay Campell, c/o Campbell Construction, 461 River Crest Court, Mukwonago, Wisconsin, 53149. In the event that the project manager is replaced, then the **DEVELOPER** shall notify the Village Zoning Administrator, Village Clerk and Village Engineer in writing within 3 business days of the replacement.

L. Engineer of Record.

The **VILLAGE** hereby appoints Jerad Wegner of Ruekert and Mielke as the Engineer for the project. His telephone number is (262) 542-5733 and his mailing address is: Ruekert & Mielke, W233 N2080 Ridgeview Parkway, Waukesha, Wisconsin 53188-1020

ARTICLE II – SUPPLEMENTAL GENERAL CONDITIONS

A. No Vested Rights Granted.

Except as provided by law, or as expressly provided in this **AGREEMENT**, no vested right in connection with this project shall inure to the **DEVELOPER**. Nor does the **VILLAGE** warrant by this **AGREEMENT** that the **DEVELOPER** is entitled to any other approvals required.

B. No Waiver.

No waiver of any provision of this **AGREEMENT** shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this default under this **AGREEMENT** or be deemed a waiver of any subsequent default or defaults of the same type. The **VILLAGE'S** failure to exercise any right under this **AGREEMENT** shall not constitute the approval of any wrongful act by the **DEVELOPER** or the acceptance of any **IMPROVEMENT**.

C. Amendment/Modification.

This **AGREEMENT** may be amended or modified only by a written amendment approved and executed by the **VILLAGE** and the **DEVELOPER**.

D. Default.

A default is defined herein as the **DEVELOPER'S** breach of, or failure to comply with, the terms of this **AGREEMENT**. The **VILLAGE** reserves to itself the right to draw on a letter of credit as set forth in the letter of credit or other surety provided hereunder in addition to pursuing any other available remedies. Remedies shall include, but not be limited to, prohibiting the sale of lots by the **DEVELOPER**, stopping all construction in the approved final plat, or not issuing building permits.

E. Entire Agreement.

This written **AGREEMENT**, and written amendments, and any referenced attachments thereto, shall constitute the entire **AGREEMENT** between the **DEVELOPER** and the **VILLAGE**.

F. Time.

For the purpose of computing the commencement, abandonment, and completion periods, and time periods for **VILLAGE** action, such times in which war, civil disasters, acts of God, or extreme weather conditions occur or exist shall not be included if such times prevent the **DEVELOPER** or **VILLAGE** from performing its obligations under the **AGREEMENT**.

G. Severability.

If any part, term, or provision of this **AGREEMENT** is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the **AGREEMENT**.

H. Benefits.

The benefits of this **AGREEMENT** to the **DEVELOPER** are personal and shall not be assigned without the express written approval for the **VILLAGE**. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this **AGREEMENT** are personal obligations of the **DEVELOPER** and also shall be binding on the heirs, successors, and assigns of the **DEVELOPER**. The **VILLAGE** shall release the original **DEVELOPER'S** letter of credit if it accepts new security from any subsequent **DEVELOPER** or lender who obtains the property. However, no act of the **VILLAGE** shall constitute a release of the original **DEVELOPER** from its liability under this **AGREEMENT**.

I. Immunity.

Nothing contained in this **AGREEMENT** constitutes a waiver of the **VILLAGE'S** sovereign immunity under applicable law.

J. Notice.

Any notice required or permitted by this **AGREEMENT** shall be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

If to DEVELOPER

Mikko Erkamaa
c/o The Point Apartments LLC
W3468 County Road J
East Troy, WI 53120

and

Attorney Joseph Tierney IV
Davis Kuelthau SC
111 E. Kilbourn Ave., Ste. 1400

10/01/2019

Milwaukee, WI 53202-6677

If to VILLAGE

VILLAGEE OF MUKWONAGO

Diana Dykstra, Village Clerk
440 River Crest Court
Mukwonago, WI 53149

WITH COPIES TO

Attorney Mark G. Blum

720 Clinton Street
Waukesha, WI 53186
OR

Mr. Jerad Wegner, P.E.

Ruekert & Mielke
W233 N2080 Ridgeview Parkway
Waukesha, WI 53188-1020

K. Recordation.

The **VILLAGE** may record a copy of this **AGREEMENT** or Affidavit indicating the existence of this **AGREEMENT** in the Register of Deeds Office. The **DEVELOPER** shall pay all cost of recording.

L. Personal Jurisdiction and Venue.

Personal jurisdiction and venue for any civil action commenced by either party to this **AGREEMENT** whether arising out of or relating to the **AGREEMENT** or letter of credit shall be deemed to be proper only if such action is commenced in the Circuit Court for Waukesha County. The **DEVELOPER** expressly waives his/her/their right to bring such action in or to remove such action to any other court whether state or federal.

M. Impact Fees.

As required in the Village Ordinances, Lot Owners shall pay all sewer, water and park impact fees for their lot to the **VILLAGE**, prior to the **VILLAGE** issuing a building permit for the Lot.

N. Building Permits.

No building permits for the construction of the anticipated structures as approved as part of the development plan for this development shall be issued until the storm water management improvements provided for, and the storm water management plan, have been installed and approved by the **VILLAGE**.

O. Effective Date.

The **AGREEMENT** shall be effective as of the date and year first written above.

10/01/2019

SIGNED THIS 28th DAY OF October, 2019

VILLAGEE OF MUKWONAGO, Waukesha and Walworth Counties

By: Fred Winchowky
Fred Winchowky, Village President

Attest: Diana Dykstra
Diana Dykstra, Village Clerk

ACKNOWLEDGEMENT

STATE OF WISCONSIN)

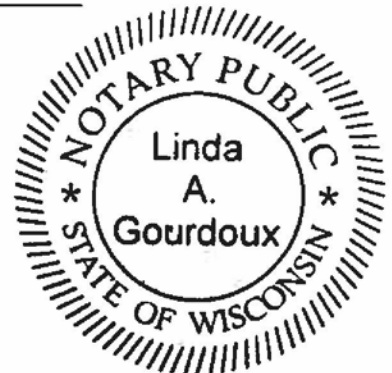
COUNTY OF WAUKESHA)

Personally came before me this 28 day of October, 2019, the above-named Fred Winchowky, Village of Mukwonago President, and Diana Dykstra, Village of Mukwonago Clerk, to me known to be the persons and officers who executed for foregoing instrument and acknowledged that they executed the same as such officers of the Village of Mukwonago.

Signed Linda A. Gourdoux
Printed Name: Linda A. Gourdoux

Notary Public, State of Wisconsin

My Commission expires May 28, 2021



10/01/2019

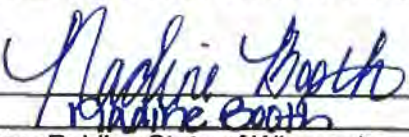
MIKKO ERKAMAA


Mikko Erkamaa

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
Waukesha COUNTY)

Personally came before me this 10th day of October, 2019, the above named Mikko Erkamaa, to me know to be the person who executed the foregoing instrument and acknowledged the same.

Signed 
Printed Name: Nadine Booth
Notary Public, State of Wisconsin
My Commission expires 1-31-2020



10/01/2019

Exhibit A
LEGAL DESCRIPTION

EXHIBIT "A"

GRANTOR PARCEL

LEGAL DESCRIPTION:

A consolidation of lands in a part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 35, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of the Northeast 1/4 of said Section 35, thence North 89°35'49" East along the North line of said Northeast 1/4 Section, a distance of 1013.82 feet to a point on the centerline of "Main Street" (C.T.H. "ES"); thence South 13°54'55" West along said Centerline, 645.48 feet to a point; thence North 87°42'05" West, 42.85 feet to a point; thence South 46°28'55" West, 33.48 feet to the West Right-of-Way line of "Main Street" (C.T.H. "ES") and the place of beginning of lands hereinafter described;

Thence South 13°55'04" West along said West Right-of-Way line, 800.00 feet to a point on the North line of Parcel A of Certified Survey Map No. 1801; thence North 76°05'05" West along said North line, 249.96 feet to the Northwest corner of said Parcel A; thence South 13°54'55" West along the West Line of said Parcel A, 124.99 feet to the Northeast corner of Parcel B of Certified Survey Map No. 6450; thence North 76°05'05" West along the North line of said Parcel B, 181.56 feet to a point on the East Right-of-Way line of the "Friends of East Troy Railroad"; thence Northeasterly 565.64 feet along the arc of a curve whose center lies to the Southeast, whose radius is 4005.88 feet and whose chord bears North 35°39'10" East, 565.17 feet to a point; thence North 76°05'05" West along a tie line, 110.63 feet to a point on the West Right-of-Way line of the "Friends of East Troy Railroad"; Thence North 31°36'32" East along the East line of Whispering Bay Condominium Phase 1, 155.81 feet to a point; thence North 68°50'14" East along a Meander Line of "Lower Phantom Lake", 50.00 feet to a point on the West Right-of-Way line of the "Friends of East Troy Railroad"; thence Southwesterly 197.97 feet along said West Right-of-Way line and the arc of a curve whose center lies to the Southeast, whose radius is 4105.88 feet and whose chord bears South 40°23'56" West, 197.95 feet to a point; thence South 76°05'05" East along a tie line, 110.63 feet to a point on the East Right-of-Way line of the "Friends of East Troy Railroad"; thence Northeasterly 457.84 feet along said East Right-of-Way line and the arc of a curve whose center lies to the Southeast, whose radius is 4005.88 feet and whose chord bears North 42°58'20" East, 457.59 feet to the point of beginning of this description.

Said Parcel contains 193,015 Square Feet (or 4.4310 Acres) of land, more or less.

Date: 9/26/2019

Deborah L. Joers, P.L.S.
Professional Land Surveyor, S-2132
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005

10/01/2019

EXHIBIT B
PUBLIC IMPROVEMENT COSTS
LIST OF WORK AND RESPONSIBILITIES OF THE DEVELOPER

October 7, 2019

Mr. Fred Winchowky
Village President
Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149

Re: Pointe Apartments Development
Letter of Credit Recommendation

Dear President Winchowky:

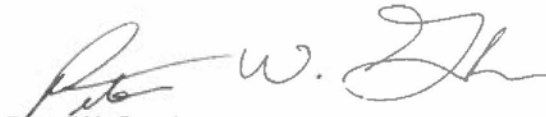
We have completed our review of the Letter of Credit information for the above development based off an estimate provided to us by Campbell Construction for the public infrastructure work. We have reviewed the numbers against current construction bid unit prices and have determined that the estimated amounts for the Letter of Credit adequately cover the proposed work. As such, the final amount for the Letter of Credit, with contingencies should be as follows:

ITEM	Letter of Credit Amount
Multi-Use Trail (Includes Grading, Base Aggregate, Asphalt, Restoration)	\$22,400.00
Storm Sewer Improvements (Includes Conveyance System and Structures, Underground Detention, Rain Garden, Grading, Restoration)	\$129,725.00
Contingencies (20%)	\$30,425.00
Total Letter of Credit Amount:	\$182,550.00

If you or any staff or board member should have any questions regarding this, please feel free to contact me at (262) 542-5733.

Respectfully,

RUEKERT & MIELKE, INC.



Peter W. Gesch
Project Engineer
pgesch@ruekertmielke.com

PWG:pwg

cc: Diana Dykstra, Village of Mukwonago
John Weidl, Village of Mukwonago
Bob Harley, Village of Mukwonago
Mark G. Blum, Village of Mukwonago
Dave Brown, Village of Mukwonago
Ron Bittner, Village of Mukwonago
Ben Kohout, Village of Mukwonago
Jay Campbell, Campbell Construction
Mikko Erkamaa, Walker & Dunlop
Joshua Pudelko, P.E., Trio Engineering
Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.

~12-10116 The Pointe Apartments Development > 100 Review > Correspondence > Winchowky-20191007-Pointe Apartments-Letter of Credit Recommendation.docx~

10/01/2019

EXHIBIT C
STORM WATER MANAGEMENT PLAN

The Pointe Apartments, LLC, as "Owner" of the property described in Exhibit A, in accordance with Chapter 34 of the Village of Mukwonago Municipal Code, agrees to install and maintain storm water management practices on the subject property in accordance with approved plans and Storm Water Permit conditions. The Owner further agrees to the terms stated in this document to ensure that the storm water management practices continue serving the intended functions in perpetuity. This Agreement includes the following exhibits:

Exhibit A: Legal Description of the real estate for which this Agreement applies ("Property").

Exhibit B: Location Map - shows an accurate location of each storm water management practice affected by this Agreement.

Exhibit C: Maintenance Plan - prescribes those activities that must be carried out to maintain compliance with this Agreement.

Exhibit D: Design Summary - contains a summary of key Engineering calculations and other data used to design the storm water management practices.

Exhibit E: As-built survey (to be recorded as an addendum) - shows a detailed "as-built" cross section and plan view of the storm water management practices.

Exhibit F: Engineering/Construction Verification (to be recorded as an addendum) - provides verification from the project engineer that the design and construction of the storm water management practices complies with all applicable technical standards and the Village's requirements.

NOTE: After construction verification has been accepted by the Village of Mukwonago, for all planned storm water management practices, an addendum(s) to this agreement shall be recorded by the Owner showing construction details and construction verification. The addendum(s) may contain several additional exhibits, as described below.

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

1. Upon execution of this Agreement, the Village shall record the Agreement at the Waukesha County or Walworth County Register of Deeds, as applicable. The recording of this Agreement shall be a condition for the issuance of a Storm Water Permit. An addendum to this Agreement shall be recorded upon project completion which shall include submittal of Exhibit E and Exhibit F in an acceptable form to the Village. The recording of Amendment #1 including Exhibit E and Exhibit F shall be a condition for the issuance of an occupancy permit.
2. The current titleholder and/or Owner's Association shall construct, maintain and, if necessary, reconstruct the storm water management practices so as to maintain their compliance with applicable governmental, statutes, ordinances or rules. The current titleholder and/or Owner's Association shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practices identified in Exhibit B in accordance with the maintenance plan contained in Exhibit C.

3. The current titleholder and/or Owner's Association shall, at their own cost inspect the storm water best management practices on an annual basis and maintain records of annual inspections and maintenance performed. Records shall be made available to the Village upon request within 30 days of written notice. Annual inspections shall be performed as detailed in Exhibit C Maintenance Plan of the storm water maintenance agreement and shall be performed to determine if the facility is functioning within the design parameters. Commencing in October 2020 and every five years thereafter the current titleholder and/or Owner's Association shall, at their own cost, have a certification inspection of the storm water management practices conducted by a professional engineer, who shall then file a report with the Village of Mukwonago no later than December 31 of the same year. Upon written notification by Village of Mukwonago or its designee the current titleholder and/or Owner's Association shall, at their own cost and within a reasonable time period determined by the Village of Mukwonago, have an inspection of the storm water management practices conducted by a professional engineer, who shall then file a report with the Village of Mukwonago. The current titleholder and/or Owner's Association shall thereafter timely complete any maintenance or repair work recommended in any of the above reports. The current titleholder and/or Owner's Association shall be liable for the failure to undertake any maintenance or repairs.
4. In addition, and independent of the requirements under paragraph 2 above, the Village of Mukwonago, or its designee, is authorized but not required to access the property as necessary to conduct inspections of the storm water management BMP's to ascertain compliance with the terms and intent of this Agreement and the activities prescribed in Exhibit C. The Village of Mukwonago may require work to be done which differs from the report(s) described in paragraph 3 above, if the Village of Mukwonago reasonably concludes that such work is necessary and consistent with the intent of this agreement and /or with Chapter 34 of the Village Code of Ordinances. Upon notification by the Village of Mukwonago of required maintenance or repairs, the current titleholder and/or Owner's Association shall complete the specified maintenance or repairs within a reasonable time frame, as determined by the Village of Mukwonago.
5. If the current titleholder and/or Owner's Association does not complete an inspection under 3 above or complete the required maintenance or repairs under 2 above within the specified time period, the Village of Mukwonago is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the Village of Mukwonago, no notice shall be required prior to the Village of Mukwonago performing emergency maintenance or repairs.

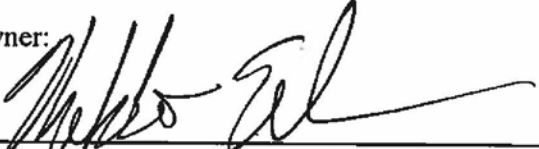
The cost of inspections or measures undertaken by the Village pursuant to this agreement shall be first paid from the proceeds of any surety maintained to

secure the performance by the Owner/Developer of its obligations under this agreement and the conditions of the use, site and architectural approval. In the event that the costs of said measures shall exceed the value of the surety or the surety has expired or been terminated, then in that event the cost of said measures shall be assessed as a special charge for current services pursuant to Wis Stat Sec. 66.0627. Any such assessment which is not paid within 60 days after billing shall be deemed a delinquent special charge and shall become a lien upon the parcel against which such charge has been assessed. Such delinquent charges shall be extended upon the current or next tax roll as a delinquent tax against the parcels for which payment has not been received by the Village and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charges. The Developer hereby consents to the levy of such charge and waives notice and the right to hearing.

6. This Agreement shall run with the property and be binding upon all heirs, successors and assigns. Any modifications shall conform to the minimum requirements of Chapter 34 (or its successor) and be written so as to ensure the long-term maintenance of the storm water BMP's.
7. The Owner/Developer agrees to pledge a surety in a form acceptable to the Village of Mukwonago to secure performance of the obligations arising from the construction and maintenance of the storm water BMPs provided for under this Agreement in the amount of 120% of the actual cost of the storm water BMPs. Said surety shall remain in effect for a period of three (3) years from the date of the execution of this Agreement or until drawn upon in full by the Village or one year (1) from the date of the certification of the storm water improvements whichever occurs first. Release of the surety prior to the deadlines stated herein shall be governed by Mukwonago Village code section 34-108(c) as amended
8. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

Dated this 15th day of October, 201 19

Owner:


Authorized Representative of The Pointe Apartments, LLC

M. Eko Erkanmaa
(Printed Name of Authorized Representative)

State of Wisconsin:
County of Waukesha

Personally came before me this 10th day of October, 2019, the above named to me known to be the person who executed the foregoing instrument and acknowledged the same.



Nadine Booth
Notary Public, Waukesha County, WI
My commission expires: 1.31.2020

Accepted by the Village of Mukwonago this 10th day of October, 2019

Fred Winchowky
Fred Winchowky, Village President

Diana Dykstra
Diana Dykstra, Village Clerk

This document was drafted by:
Trio Engineering, LLC
4100 N. Calhoun Road, Ste 300
Brookfield, WI 53005
Telephone: (262) 790-1480
Email: mbailey@trioeng.com

4443148

**CERTIFIED SURVEY MAP NO.**

11953

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 35, TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA
COUNTY, WISCONSIN.

N. LINE OF THE NE 1/4 SECTION 35-5-18
(N89°35'49"E 2178.55)

(P.O.C.) N.W. CORNER OF THE
NE 1/4,
SEC. 35-5-18

CONC. MON. W/ BRASS CAP
WISCONSIN STATE PLANE COORD.
SYSTEM-SOUTH ZONE
N 316,856.12, E 2,446,266.39

N89°35'49"E 1013.82
MEANDER CORNER NE CORNER
OF THE NE 1/4,
SEC. 35-5-18

CONC. MON. W/ BRASS CAP
WISCONSIN STATE PLANE COORD.
SYSTEM-SOUTH ZONE
N 316,871.44, E 2,448,444.76

ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE
PLANE COORDINATE SYSTEM (NAD 1927 DATUM) - SOUTH ZONE, IN WHICH
THE NORTH LINE OF THE N.E. 1/4 OF SECTION 35-5-18, IS TAKEN TO BEAR
NORTH 89°35'49" EAST.

OVERALL DETAIL**SHEET**

LOT 2
2,484 S.F.
0.563 Ac.

WHISPERING BAY
CONDOMINIUM
PHASE 1

WHISPERING BAY
CONDOMINIUM
PHASE 2

LOWER PHANTOM
LAKE

RAILROAD NO.
(100' WIDE R.O.W.)

MAN STREET (C.T.H. 18)
(R.O.W. WIDTH VARIES)

LOT 1
190,575 S.F.
4.3750 Ac.

FRIENDS OF EAST TROY
(100' WIDE R.O.W.)

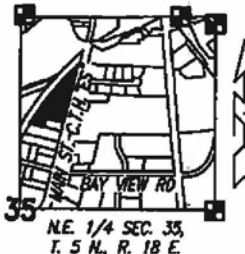
PARCEL B
CSU 6450

PARCEL A
CSU 1801

PREPARED BY:
TRIO ENGINEERING, LLC
4100 N. CALHOUN ROAD,
SUITE 300
BROOKFIELD, WI 53005
PHONE: 262-790-1480
FAX: 262-790-1481

OWNER:
THE POINTE APARTMENTS, LLC
W3468 COUNTY ROAD J
EAST TROY, WI 53120
PHONE: 262-912-7080

LOCATION MAP
SCALE: 1"=2000'

**LEGEND:**

- - INDICATES Section Corner (See Plan for Details)
- - INDICATES "Found" 0.75" Iron rod
- - INDICATES "Found" 1" Iron pipe, unless noted otherwise.

CURVE TABLE:

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	4005.88	14°38'20"	1023.48	1020.70	N38°55'37"E	S48°14'47"W	S31°36'27"W
C2	4105.88	2°45'45"	197.97	197.95	S40°23'56"W	S41°45'49"W	S39°01'04"W

DRAFTED THIS 15TH DAY OF OCTOBER, 2019
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

JOB NO. 19-008-1059-01
SHEET 1 OF 7



EXHIBIT

A

PENGLAD 800-451-6888

CERTIFIED SURVEY MAP NO.

11953

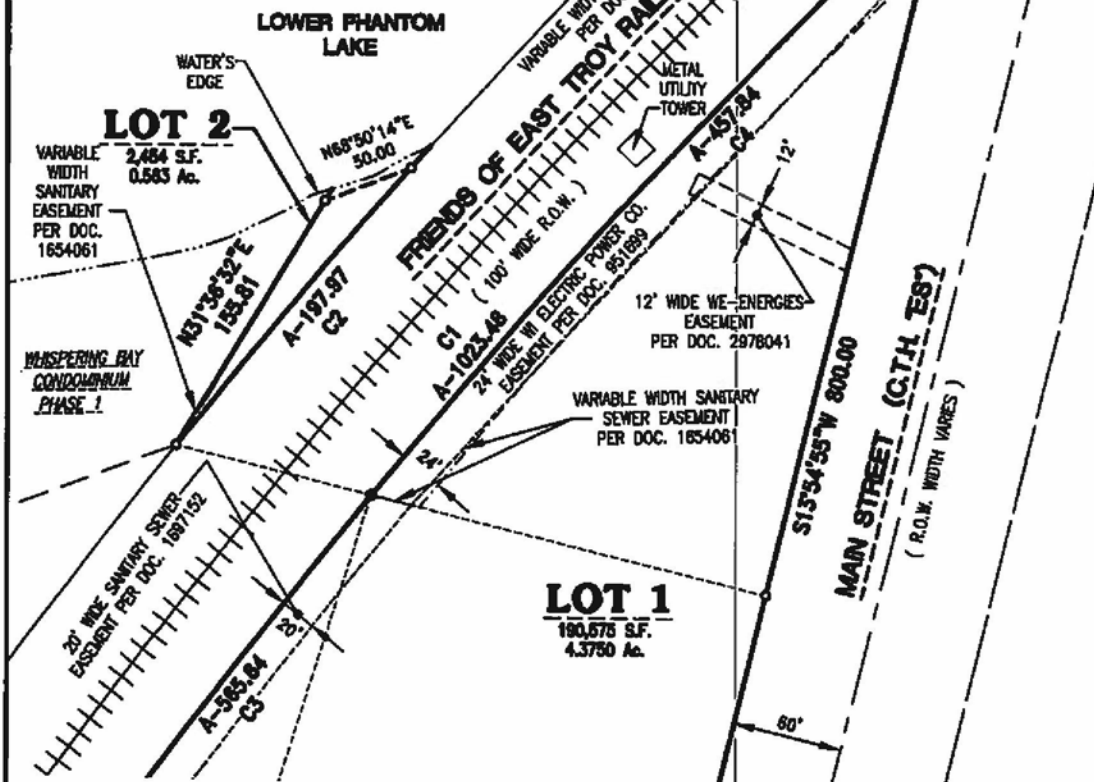
BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 36, TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA
COUNTY, WISCONSIN.

EXISTING EASEMENT DETAIL SHEET

LEGEND:

- - INDICATES "Found" 0.75" Iron Rod
- - INDICATES "Found" 1" Iron Pipe, unless noted otherwise.

- ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1 OF THE STATE CONSTITUTION.
- THE ADDRESS OF THE SUBJECT PARCEL IS 915 MAIN ST. MUKWONAGO, WI 53148.



CURVE TABLE:

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C3	4005.88	8°05'25"	565.64	565.17	N35°38'10"E	S39°41'52"W	S31°38'27"W
C4	4005.88	8°32'55"	457.84	457.59	N42°58'20"E	S46°14'47"W	S39°41'52"W



SCALE: 1"=80'



DRAFTED THIS 15TH DAY OF OCTOBER, 2019
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

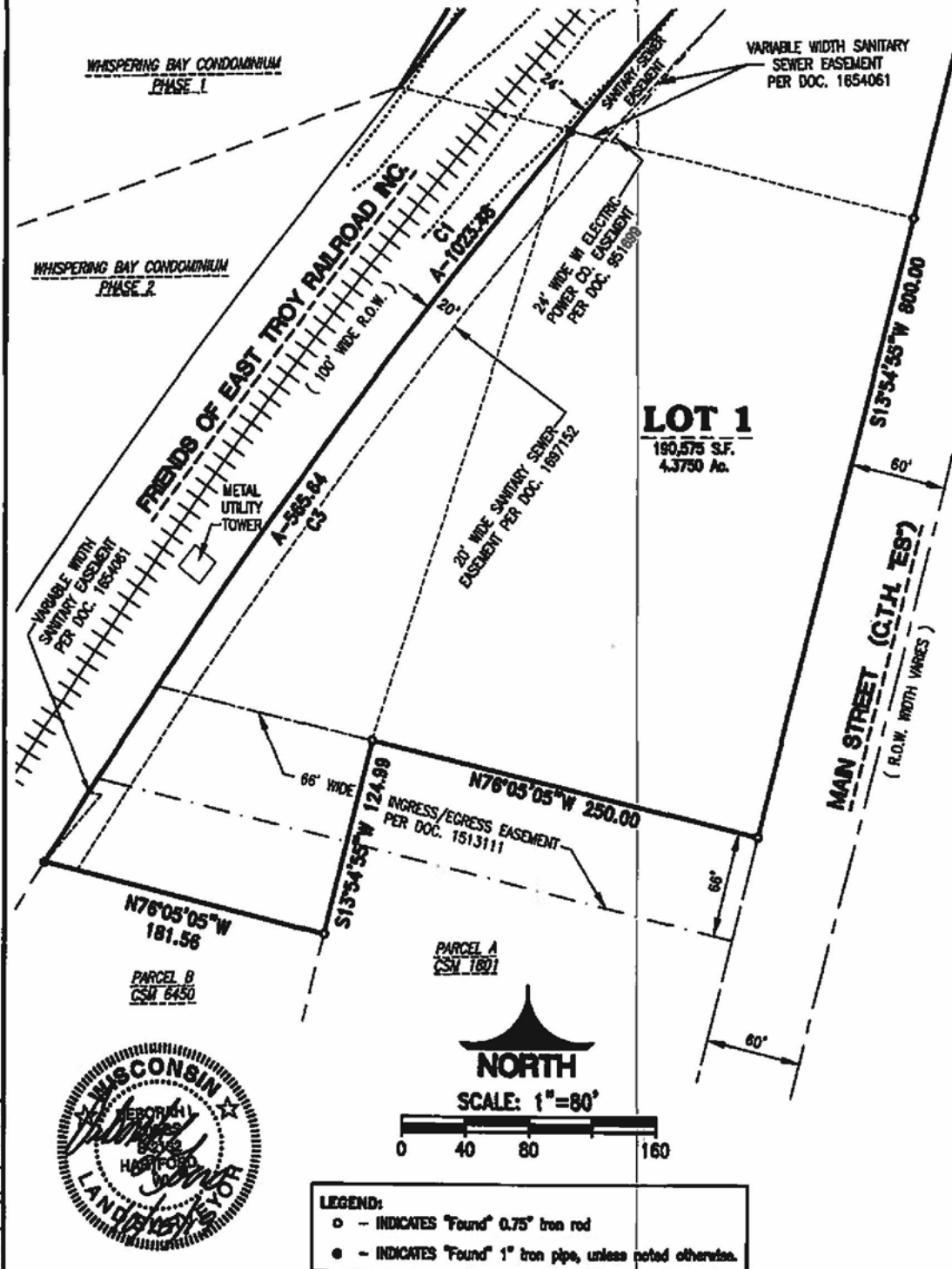
JOB NO. 19-006-1059-01
SHEET 2 OF 7

CERTIFIED SURVEY MAP NO.

11953

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 35, TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA
COUNTY, WISCONSIN.

EXISTING EASEMENT DETAIL SHEET



DRAFTED THIS 15TH DAY OF OCTOBER, 2019
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

JOB NO. 19-006-1059-01
SHEET 3 OF 7

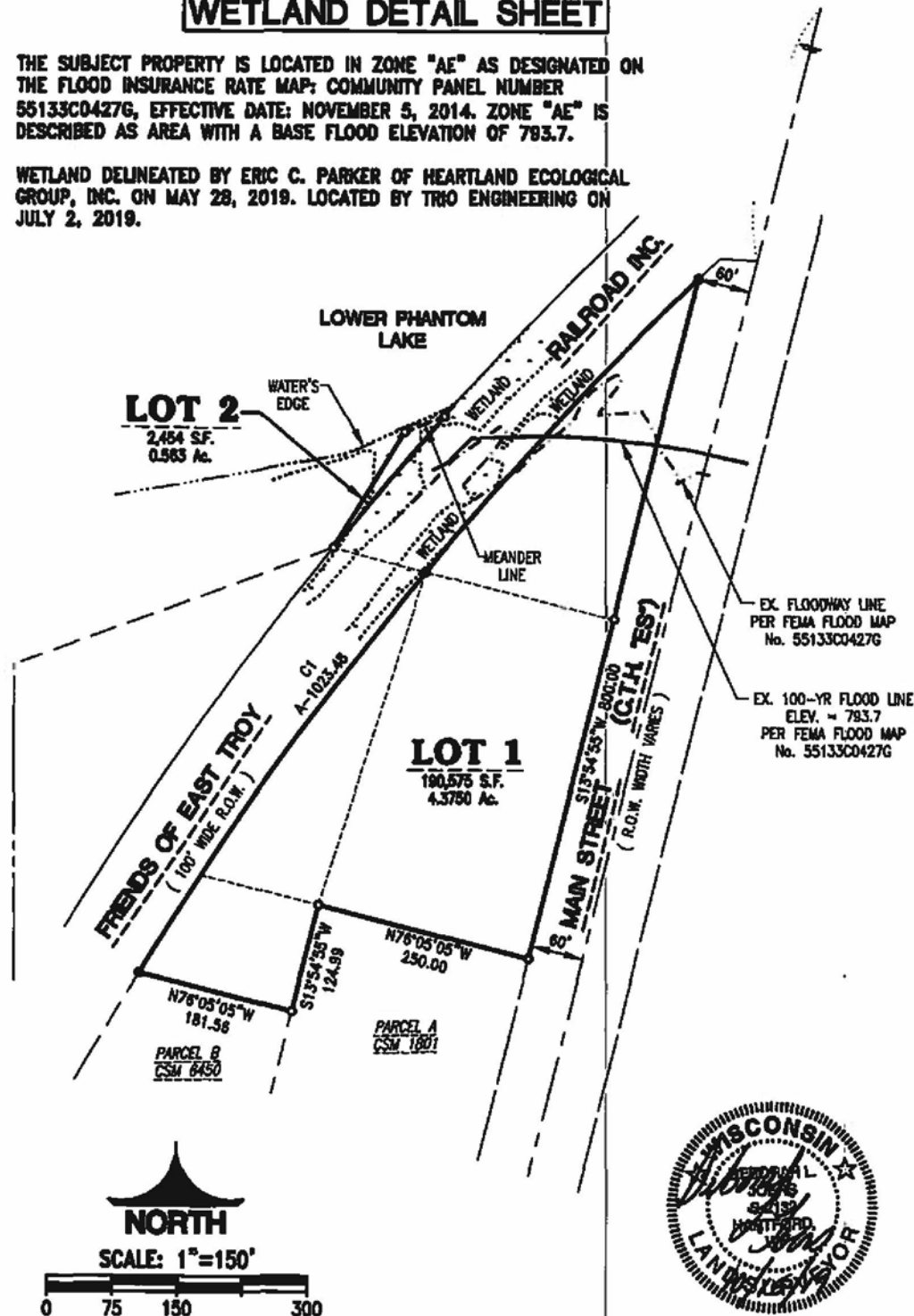
CERTIFIED SURVEY MAP NO.

11953

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 35, TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA
COUNTY, WISCONSIN.

WETLAND DETAIL SHEET

- THE SUBJECT PROPERTY IS LOCATED IN ZONE "AE" AS DESIGNATED ON
THE FLOOD INSURANCE RATE MAP: COMMUNITY PANEL NUMBER
55133C0427G, EFFECTIVE DATE: NOVEMBER 5, 2014. ZONE "AE" IS
DESCRIBED AS AREA WITH A BASE FLOOD ELEVATION OF 793.7.
- WETLAND DELINEATED BY ERIC C. PARKER OF HEARTLAND ECOLOGICAL
GROUP, INC. ON MAY 28, 2019. LOCATED BY TRIO ENGINEERING ON
JULY 2, 2019.



DRAFTED THIS 15TH DAY OF OCTOBER, 2019
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

JOB NO. 19-008-1059-01
SHEET 4 OF 7

CERTIFIED SURVEY MAP NO. 11953

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 35 TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA
COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
)ss
COUNTY OF WAUKESHA)

I, Deborah L. Joers, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a consolidation of lands in a part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 35, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of the Northeast 1/4 of said Section 35, thence North 89°35'49" East along the North line of said Northeast 1/4 Section, a distance of 1013.82 feet to a point on the centerline of "Main Street" (C.T.H. "ES"); thence South 13°54'55" West along said Centerline, 645.48 feet to a point; thence North 87°42'05" West, 42.85 feet to a point; thence South 46°28'55" West, 33.48 feet to the West Right-of-Way line of "Main Street" (C.T.H. "ES") and the place of beginning of lands hereinafter described;

Thence South 13°54'55" West along said West Right-of-Way line, 800.00 feet to a point on the North line of Parcel A of Certified Survey Map No. 1801; thence North 76°05'05" West along said North line, 250.00 feet to the Northwest corner of said Parcel A; thence South 13°54'55" West along the West Line of said Parcel A, 124.99 feet to the Northeast corner of Parcel B of Certified Survey Map No. 6450; thence North 76°05'05" West along the North line of said Parcel B, 181.56 feet to a point on the East Right-of-Way line of the "Friends of East Troy Railroad"; thence Northeasterly 565.64 feet along the arc of a curve whose center lies to the Southeast, whose radius is 4005.88 feet and whose chord bears North 35°39'10" East, 565.17 feet to a point; thence North 76°05'05" West along a tie line, 110.63 feet to a point on the West Right-of-Way line of the "Friends of East Troy Railroad"; thence North 31°36'32" East along the East line of Whispering Bay Condominium Phase 1, 155.81 feet to a point; thence North 68°50'14" East along a Meander Line of "Lower Phantom Lake", 50.00 feet to a point on the West Right-of-Way line of the "Friends of East Troy Railroad"; thence Southwesterly 197.97 feet along said West Right-of-Way line and the arc of a curve whose center lies to the Southeast, whose radius is 4105.88 feet and whose chord bears South 40°23'56" West, 197.95 feet to a point; thence South 76°05'05" East along a tie line, 110.63 feet to a point on the East Right-of-Way line of the "Friends of East Troy Railroad"; thence Northeasterly 457.84 feet along said East Right-of-Way line and the arc of a curve whose center lies to the Southeast, whose radius is 4005.88 feet and whose chord bears North 42°58'20" East, 457.59 feet to the point of beginning of this description.

Said Parcel contains 193,029 Square Feet (or 4.4313 Acres) of land, more or less.

That I have made such survey, land division and map by the direction of the **THE POINTE APARTMENTS, LLC**, owners of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Platting Ordinances of the Village of Mukwonago in surveying, dividing and mapping the same.

Dated this 15th day of October, 20 19.



Deborah L. Joers
Deborah L. Joers, P.L.S.
Professional Land Surveyor, S-2132
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

Drafted this 15th Day of October 2019

THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

Job. No. 19-006-1059-01

SHEET 5 OF 7

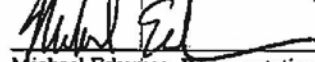
CERTIFIED SURVEY MAP NO. 11953

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 35 TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA
COUNTY, WISCONSIN.

OWNER'S CERTIFICATE OF DEDICATION:

THE POINTE APARTMENTS, LLC, as owner, do hereby certify that it caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Platting Ordinances of the Village of Mukwonago, this 16th day of DECEMBER, 20 19.


THE POINTE APARTMENTS, LLC


Michael Erkamaa, Representative

STATE OF WISCONSIN)
) ss
COUNTY OF)

Personally, came before me this 16th day of DECEMBER, 20 19, the above-named, Michael Erkamaa, Representative, to me known to be the person who executed the foregoing instrument and acknowledged the same, on behalf of The Pointe Apartments, LLC.




Print Name: Brett A. Engelking
Notary Public, Waukesha County, WI
My commission expires: 8/30/2023

CONSENT OF CORPORATE MORTGAGEE:

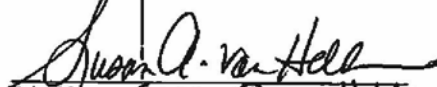
CITIZEN BANK, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping of the land described on this Certified Survey Map, and does hereby consent to the above certificate of THE POINTE APARTMENTS, LLC, owner, this 2nd day of DECEMBER, 20 19.


Brett Engelking, Vice President

STATE OF WISCONSIN)
) ss
COUNTY OF)

Personally came before me this 2 day of December, 20 19, Brett Engelking, Vice President of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.




Print Name: Susan A. Van Helden
Notary Public, Waukesha County, WI
My commission expires: 10-3-2023

Drafted this 15th Day of October 2019

THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

Job. No. 19-006-1059-01
SHEET 6 OF 7

CERTIFIED SURVEY MAP NO. 11953

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 35 TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA
COUNTY, WISCONSIN.


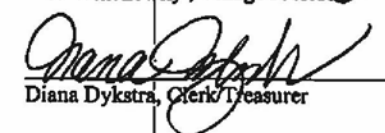
PLAN COMMISSION APPROVAL:

Approved by the Planning Commission of the Village of Mukwonago on this 10 day of Sept
2019.


Fred Winchowky, Chairman

VILLAGE BOARD APPROVAL CERTIFICATE:

Approved by the Village Board of the Village of Mukwonago on this 16 day of October
2019.


Fred Winchowky, Village President

Diana Dykstra, Clerk/Treasurer

4443148

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

December 19, 2019 01:58 PM
James R. Behrend
Register of Deeds

7 PGS
TOTAL FEE: \$30.00
TRANS FEE: \$0.00

Book 121 Page 127-133



Drafted this 15th Day of October 2019

THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

Job. No. 19-006-1059-01
SHEET 7 OF 7

L:\LOBSTYS\WFOC\INDOCUMENT\19006-01\Survey\330-Certified Survey Map\Map\The Polaris Apartments CSM.doc

Exhibit B - Location Map Storm Water Management Practices Covered by this Agreement

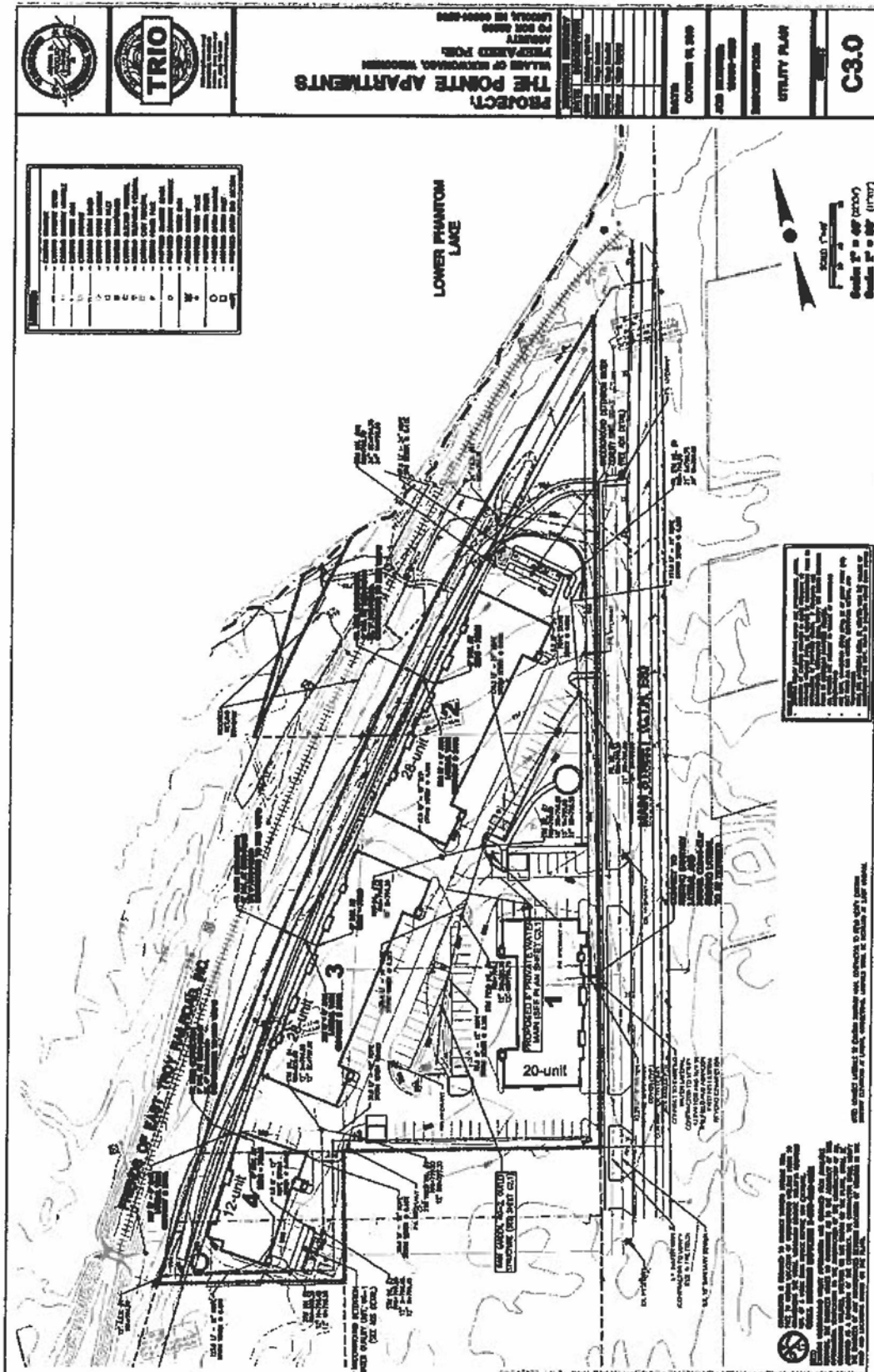


Exhibit C

Minimum Storm Water Practice Maintenance Requirements

This exhibit explains the basic function of each of the storm water practices listed in Exhibit B and prescribes the minimum maintenance requirements to remain compliant with this Plan. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all-inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site.

UNDERGROUND DETENTION & RAIN GARDEN

System Description:

The underground storage chambers and rain garden are designed to remove at least 40% of the Total Suspended Solids (TSS) from the site runoff and to reduce the post-development downstream peak flows to meet the Village of Mukwonago Stormwater Ordinance. Storm sewer systems on site function to convey runoff to the underground storage chambers, as well as filter pollutants, especially from smaller storms. To function correctly, the rain garden and underground detention facilities' size, water level, vegetation and outlet structures must be maintained as specified in this Plan.

Minimum Maintenance Requirements:

To ensure the proper long-term function of the storm water management practices described above, the following activities must be completed:

General Maintenance requirements and restrictions:

1. Grass swales shall be preserved to allow free flow of surface runoff in accordance with approved grading plans.
2. No buildings or other structures are allowed in grass swale areas.
3. No grading or filling is allowed that may interrupt flows in any way.
4. Grass swales, inlets and outlets should be checked after heavy rains (minimum of annually) for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the downstream forebays or basin. Erosion matting is recommended for repairing grassed areas.
5. NO trees are to be planted or allowed to grow in bottom of grass swales.
6. Periodic mowing of the grass swales for the first two years following construction will encourage vigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife.
7. Invasive plant and animal species shall be managed in compliance with Wisconsin Administrative Code Chapter NR 40. This may require eradication of invasive species in some cases.
8. Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered under the provisions listed on page 1 of this Agreement.

Exhibit C – Continued

RAIN GARDEN OPERATIONS AND MAINTENANCE

I. ROUTINE MAINTENANCE

A. Inspection

1. Performance of the rain garden should be inspected monthly and after every major storm event, following the initial construction to evaluate if the basin is draining within the design time limits.
 - a. Water plants should be watered as necessary the first year to establish plants.
2. If performance does not meet the design goals, complete repairs to the facility to meet the design requirements.
3. Following the initial growing season of monthly inspections, quarterly inspections of the facility should be made. Inspect the facility for:
 - a. Differential settlement
 - b. Cracking
 - c. Erosion
 - d. Leakage
 - e. Tree and woody plant growth on the embankments and plant health
 - f. Condition of the inlets and outlets
 - g. Sediment accumulation
 - h. Vigor and density of vegetation on the floor of the basin and buffer strips
 - i. pH testing of the soil (if plants growth issues exist)
 - j. Observation wells and/or under drains

B. Mowing – Native Vegetation

1. During establishment of vegetation, the first mowing shall occur once it reaches a height of 10 to 12 inches.
2. Control woody plant invasion by mowing once a year. The vegetation height shall be 5 to 6 inches after mowing.
3. Mow once per year in the fall after November 1st.
4. Remove trash and debris at the time of mowing.

C. Erosion Control

1. Inspect seasonally for erosion. Inspection after major storm events for erosion problems is also recommended if practical.
2. Repair all eroded areas immediately. Temporary erosion controls may be necessary to facilitate repairs.

D. Tilling

1. If the basin is located on marginally permeable soils, annual or semi-annual tilling may be needed to maintain infiltration capacity.
2. Tilled areas should be immediately re-vegetated to prevent erosion.

II. NON-ROUTINE MAINTENANCE

A. Structural Maintenance

1. Inspect pipe systems quarterly.
2. Remove and replace pipe systems that have eroded or rusted.
3. Earthen structures should be inspected annually. Erosion should be repaired immediately upon discovery.

B. Restoration of Infiltration Capacity

1. Over time the original infiltration capacity of the basin will be diminished. Diminished infiltration capacity will require maintenance once the rain garden practice fails to infiltrate a rain event within 72 hours.
2. Deep tilling can be done to restore the infiltration capacity of the basin. The basin will be drained and the soils dried to a depth of 8 inches.
3. The top 2 to 3 inches of topsoil, chisel plowing, and adding topsoil and compost can be done.
4. The basin must be restored with native plantings.

C. Watering

1. Water plants need to be watered as necessary during the first growing season.
2. After the first growing season, water as necessary during dry periods.

Underground ADS Detention Basin:

THE ISOLATOR[®] ROW

INTRODUCTION

An important component of any Stormwater Pollution Prevention Plan is inspection and maintenance. The StormTech Isolator Row is a technique to inexpensively enhance Total Suspended Solids (TSS) removal and provide easy access for inspection and maintenance.

THE ISOLATOR ROW

The Isolator Row is a row of StormTech chambers, either SC-160LP, SC-310, SC-310-3, SC-740, DC-780, MC-3500 or MC-4500 models, that is surrounded with filter fabric and connected to a closely located manhole for easy access. The fabric-wrapped chambers provide for settling and filtration of sediment as storm water rises in the Isolator Row and ultimately passes through the filter fabric. The open bottom chambers and perforated sidewalls (SC-310, SC-310-3 and SC-740 models) allow storm water to flow both vertically and horizontally out of the chambers. Sediments are captured in the Isolator Row protecting the storage areas of the adjacent stone and chambers from sediment accumulation.

Two different fabrics are used for the Isolator Row. A woven geotextile fabric is placed between the stone and the Isolator Row chambers. The tough geotextile provides a media for storm water filtration and provides a durable surface for maintenance operations. It is also designed to prevent scour of the underlying stone and remain intact during high pressure jetting. A non-woven fabric is placed over the chambers to provide a filter media for flows passing through the perforations in the sidewall of the chamber. The non-woven fabric is not required over the SC-160LP, DC-780, MC-3500 or MC-4500 models as these chambers do not have perforated side walls.

The Isolator Row is typically designed to capture the "first flush" and offers the versatility to be sized on a volume basis or flow rate basis. An upstream manhole not only provides access to the Isolator Row but typically includes a high flow weir such that storm water flowrates or volumes that exceed the capacity of the Isolator Row overtop the overflow weir and discharge through a manifold to the other chambers.

The Isolator Row may also be part of a treatment train. By treating storm water prior to entry into the chamber system, the service life can be extended and pollutants such as hydrocarbons can be captured. Pre-treatment best management practices can be as simple as deep sump catch basins, oil-water separators or can be innovative storm water treatment devices. The design of the treatment train and selection of pretreatment devices by the design engineer is often driven by regulatory requirements. Whether pretreatment is used or not, the Isolator Row is recommended by StormTech as an effective means to minimize maintenance requirements and maintenance costs.

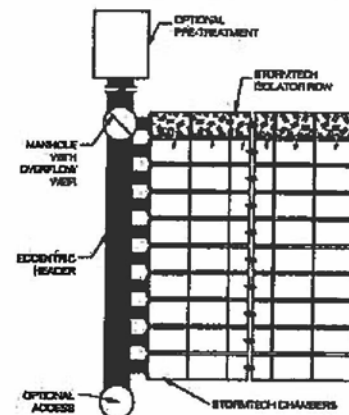
Note: See the StormTech Design Manual for detailed information on designing inlets for a StormTech system, including the Isolator Row.



Looking down the Isolator Row from the manhole opening, woven geotextile is shown between the chamber and stone base.



StormTech Isolator Row with Overflow Spillway (not to scale)





ISOLATOR ROW INSPECTION/MAINTENANCE

INSPECTION

The frequency of inspection and maintenance varies by location. A routine inspection schedule needs to be established for each individual location based upon site specific variables. The type of land use (i.e. industrial, commercial, residential), anticipated pollutant load, percent imperviousness, climate, etc. all play a critical role in determining the actual frequency of inspection and maintenance practices.

At a minimum, StormTech recommends annual inspections. Initially, the Isolator Row should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition.

The Isolator Row incorporates a combination of standard manhole(s) and strategically located inspection ports (as needed). The inspection ports allow for easy access to the system from the surface, eliminating the need to perform a confined space entry for inspection purposes.

If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine the depth of sediment. When the average depth of sediment exceeds 3 inches throughout the length of the Isolator Row, clean-out should be performed.

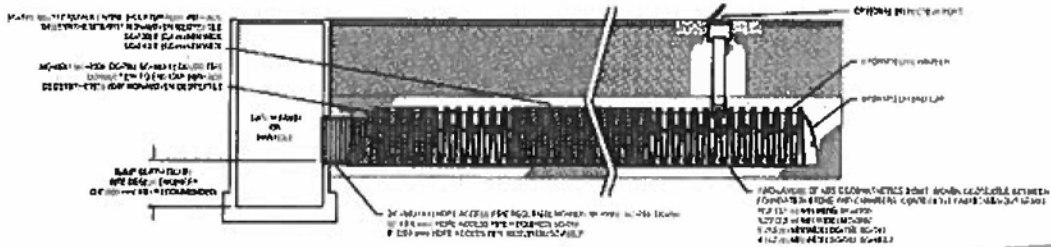
MAINTENANCE

The Isolator Row was designed to reduce the cost of periodic maintenance. By "isolating" sediments to just one row, costs are dramatically reduced by eliminating the need to clean out each row of the entire storage bed. If inspection indicates the potential need for maintenance, access is provided via a manhole(s) located on the end(s) of the row for cleanout. If entry into the manhole is required, please follow local and OSHA rules for a confined space entries.

Maintenance is accomplished with the JetVac process. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row while scouring and suspending sediments. As the nozzle is retrieved, the captured pollutants are flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/JetVac combination vehicles. Selection of an appropriate JetVac nozzle will improve maintenance efficiency. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45" are best. Most JetVac reels have 400 feet of hose allowing maintenance of an Isolator Row up to 50 chambers long. The JetVac process shall only be performed on StormTech Isolator Rows that have AASHTO class 1 woven geotextile (as specified by StormTech) over their angular base stone.

StormTech Isolator Row (not to scale)

Note: Non-woven fabric is only required over the inlet pipe connection into the end cap for SC-160LP, DC-780, MC-3500 and MC-4500 chamber models and is not required over the entire Isolator Row.



ISOLATOR ROW STEP BY STEP MAINTENANCE PROCEDURES

STEP 1

Inspect Isolator Row for sediment.

A) Inspection ports (if present)

- i. Remove lid from floor box frame
- ii. Remove cap from inspection riser
- iii. Using a flashlight and stadia rod, measure depth of sediment and record results on maintenance log.
- iv. If sediment is at or above 3 inch depth, proceed to Step 2. If not, proceed to Step 3.

B) All Isolator Rows

- i. Remove cover from manhole at upstream end of Isolator Row
- ii. Using a flashlight, inspect down Isolator Row through outlet pipe
 1. Mirrors on poles or cameras may be used to avoid a confined space entry
 2. Follow OSHA regulations for confined space entry if entering manhole
- iii. If sediment is at or above the lower row of sidewall holes (approximately 3 inches), proceed to Step 2. If not, proceed to Step 3.

STEP 2

Clean out Isolator Row using the JetVac process.

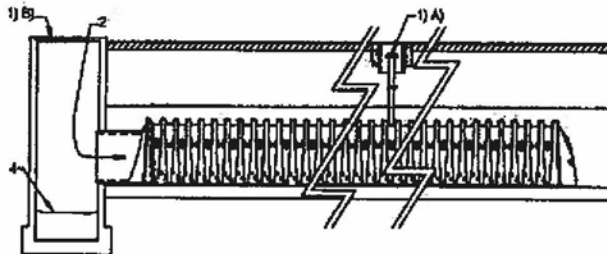
- A) A fixed floor cleaning nozzle with rear facing nozzle spread of 45 inches or more is preferable.
- B) Apply multiple passes of JetVac until backflush water is clean
- C) Vacuum manhole sump as required

STEP 3

Replace all caps, lids and covers, record observations and actions.

STEP 4

Inspect & clean catch basins and manholes upstream of the StormTech system.



SAMPLE MAINTENANCE LOG

Date	Stadia Rod Readings		Sediment Depth (1) - (2)	Observations/Actions	Inspector
	Fixed point to chamber bottom (1)	Fixed point to top of sediment (2)			
2/16/11	4.3 ft	none		New Installation, Fixed point is C1 frame at grade	DJM
9/24/11		6.2	0.1 ft	Some grit felt	SM
6/20/13		5.8	0.5 ft	Mucky feel, debris visible in manhole and in Isolator Row, maintenance due	NV
7/7/13	6.3 ft		0	System jetted and vacuumed	DJM

STORM SEWER SYSTEM OPERATIONS AND MAINTENANCE

I. INSPECTION

A. Frequency

- a. Inspect catch basins, inlets and manholes at least once per year.
- b. Inspect storm sewer end sections at least twice per year and after major rainfall events.

B. Inspection

a. Catch Basins, Inlets and Manholes

- i. Inspect for sediment deposition in the bottom of structures.
- ii. Check frames and lids for cracks and wear such as rocking lids or lids moved by traffic and for shifted frames.
- iii. Check chimneys for cracked mortar, cracked lift rings and spalling.
- iv. Check for leaks at joints.
- v. Check surrounding areas for pollutants such as leaks from dumpsters, minor spills and oil dumping.

b. Storm Sewer End sections

- i. Observe for obstructions, accumulation of sediment and trash, undermining and joint separation.
- ii. Inspect end treatment for settlement, scour and displaced armoring.

II. STANDARD MAINTENANCE

A. Catch Basins, Inlets and Manholes

- a. Repair any deterioration threatening structural integrity immediately.
- b. Replace worn or cracked frames and lids. Frames that have shifted should be re-centered and re-set on the structure.
- c. Repair any spalled or cracked mortar. Cracked rings should be repaired or replaced.
- d. Repair leaking joints.
- e. Clean manhole and storm inlet inverts of deposited material. Catch basins should be cleaned before the sump is 40 percent full.
- f. Remove potential sources of contamination away from catch basins, inlets and manholes.

B. Storm Sewer End sections

- a. End sections should be free flowing; trash, debris and obstructions should be removed to prevent backups.
- b. End sections which have separated from the storm sewer pipe shall be reset on firm bedding and reconnected to the existing storm sewer pipe. Restrain joints if necessary.
- c. Scour areas shall be repaired immediately. Replace missing soil with clean fill and replace/install end treatment. Missing armoring will require additional stone, typically one class larger.
- d. Excessive material deposited at the storm sewer outfall is indicative of: a disturbed area upstream draining to the system or a potential failure of a system component. Disturbed areas draining to the system should be stabilized immediately or diverted to drain to a BMP. Potential system failures require non-standard maintenance.

III. NON-STANDARD MAINTENANCE

- A. Non-standard maintenance includes inspection, repair or replacement of buried structures.
 - a. Televising of buried structures (pipes) should occur when excessive material is found within the system or at an outfall with no apparent source area visible at the surface, or the system experiences frequent backups.
 - b. Follow the recommendations for the repair and/or replacement of system components televised by a firm specializing in this work.

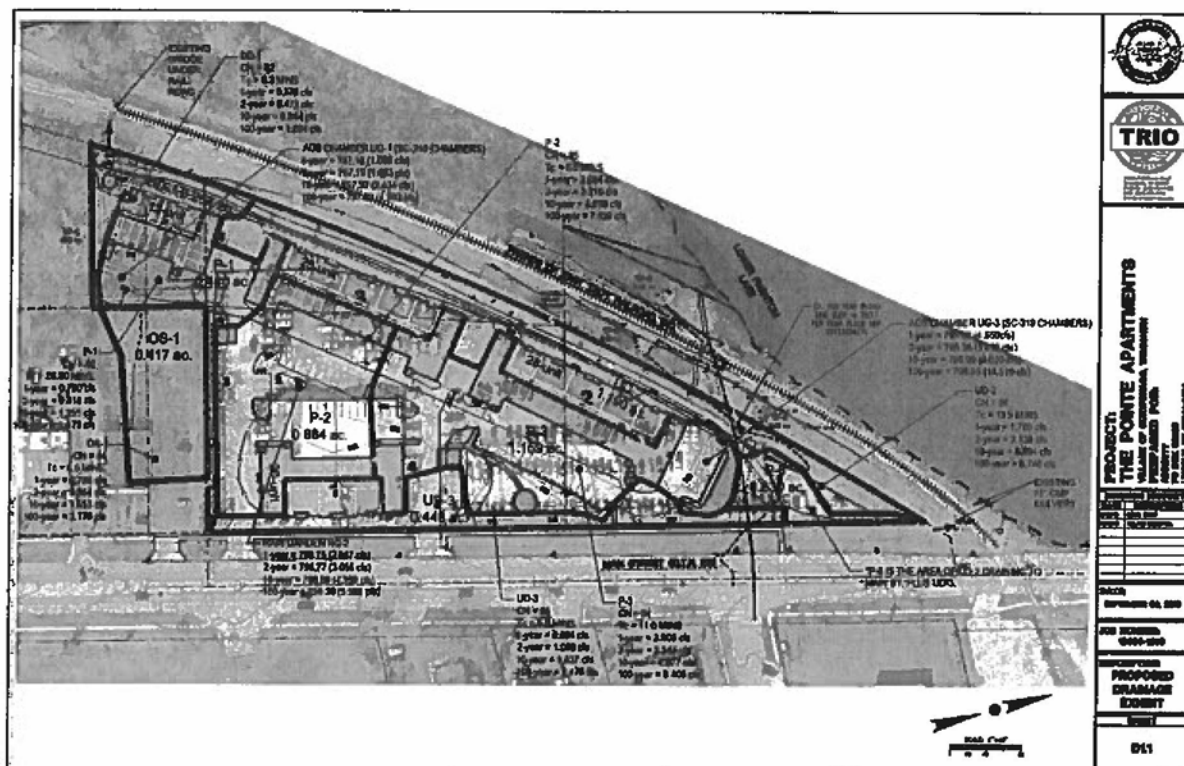
Exhibit D Design Summary

The proposed development will include four (4) buildings containing twelve (12) to Twenty-eight (28) units for a total of 89 units, including associated driveways, parking lots, and sidewalks, and stormwater management facilities.

The proposed development has been intentionally designed with sensitivity to storm water drainage, recognizing that existing drainage patterns should be maintained while measures should be taken to improve drainage and alleviate or maintain proposed discharges to pre-development levels as described by chapter 34 of the Village of Mukwonago Municipal Code. Water quality has also been addressed to meet or exceed the Village of Mukwonago requirements for Total Suspended Solid (TSS) removal.

Proposed Drainage Areas

The proposed project is divided in to seven (7) drainage areas, which include detained, un-detained, and offsite drainage areas. The following is a description of the proposed drainage areas; please refer to the drainage map for additional information:



Drainage Summary

The following describes the peak flows associated with the proposed drainage areas.

Summary Data Elements	Subwatershed P-1		Subwatershed P-2	
	Pre-develop	Post-develop	Pre-develop	Post-develop
Watershed areas (in acres) <i>(see attached map)</i>	0.440 acres	0.440 acres	0.884 acres	0.884 acres
Average Watershed Slopes (%)	1.5%	3%	0.5-3%	2-5%
Land Uses (% of each) <i>(see attached map)</i>	25% Impervious 75% Open Space	90% Impervious 10% Open Space	100% Impervious	90% Impervious 10% Open Space
Runoff Curve Numbers	RCN = 82	RCN = 92	RCN = 87	RCN = 95
Conveyance Systems Types	Grass waterway	Storm Sewer	Paved waterway	Grass Swale & Storm Sewer
Summary of Average Conveyance System Data	1.5% Grade	0.45% Grade	1.75% Grade	2' deep grass swale @ 5% grade & Storm Sewer @ 0.28%
Time of Concentration (T_c) <i>(see attached map & worksheets)</i>	0.48 hrs.	0.44 hrs.	0.27 hrs.	0.10 hrs.
25% of 2-yr 24-hr post dev runoff volume	N/A	0.017 ac. ft.	N/A	0.037 ac. ft.
1-year/24 hour Peak Flow <i>(see attached hydrographs)</i>	0.425 cfs	0.700 cfs.	1.705 cfs	2.804 cfs
2-yr./24 hour Peak Flow <i>(see attached hydrographs)</i>	0.525 cfs	0.818 cfs	2.020 cfs	3.210 cfs
10-yr./24 hour Peak Flow <i>(see attached hydrographs)</i>	0.921 cfs	1.255 cfs	3.205 cfs	4.699 cfs
100-yr./24 hour Peak Flow <i>(see attached hydrographs)</i>	1.816 cfs	2.179 cfs	5.758 cfs	7.832 cfs

Drainage Summary (Cont.)

The following describes the peak flows associated with the proposed drainage areas.

Summary Data Elements	Subwatershed P-3		Subwatershed UD-1	
	Pre-develop	Post-develop	Pre-develop	Post-develop
Watershed areas (in acres) (see attached map)	1.127 acres	1.127 acres	0.254 acres	0.254 acres
Average Watershed Slopes (%)	2%	3.5-5%	2-11%	10-18%
Land Uses (% of each) (see attached map)	100% Impervious	67% Impervious 33% Open Space	100% Open Space	50% Impervious 50% Open Space
Runoff Curve Numbers	RCN = 91	RCN = 94	RCN = 81	RCN = 82
Conveyance Systems Types	Grass waterway	Storm Sewer	Grass waterway	Grass waterway
Summary of Average Conveyance System Data	2% Grade	21" Storm Sewer @ 0.28%	6.5% Grade	14% Grade
Time of Concentration (Tc) (see attached map & worksheets)	0.10 hrs.	0.19 hrs.	0.52 hrs.	0.14 hrs.
25% of 2-yr 24-hr post dev runoff volume	N/A	0.050 ac. ft.	N/A	0.006 ac. ft.
1-year/24 hour Peak Flow (see attached hydrographs)	3.093 cfs	2.903 cfs	0.191 cfs	0.378 cfs
2-yr./24 hour Peak Flow (see attached hydrographs)	3.615 cfs	3.347 cfs	0.241 cfs	.472 cfs
10-yr./24 hour Peak Flow (see attached hydrographs)	5.549 cfs	4.977 cfs	0.444 cfs	0.844 cfs
100-yr./24 hour Peak Flow (see attached hydrographs)	9.624 cfs	8.406 cfs	0.912 cfs	1.684 cfs

Drainage Summary (Cont.)

The following describes the peak flows associated with the proposed drainage areas.

Summary Data Elements	Subwatershed UD-2		Subwatershed UD-3	
	Pre-develop	Post-develop	Pre-develop	Post-develop
Watershed areas (in acres) <i>(see attached map)</i>	1.190 acres	1.190 acres	0.480 acres	0.480 acres
Average Watershed Slopes (%)	3%	5-10%	1.1%	1-4.5%
Land Uses (% of each) <i>(see attached map)</i>	50% Impervious 50% Open Space	50% Impervious 50% Open Space	75% Impervious 25% Open Space	67% Impervious 33% Open Space
Runoff Curve Numbers	RCN = 91	RCN = 86	RCN = 92	RCN = 84
Conveyance Systems Types	Grass/Paved waterway	Grass/Paved waterway	Grass/Paved waterway	Grass/Paved waterway
Summary of Average Conveyance System Data	3% Grade	7.5% Grade	1.1% Grade	3% Grade
Time of Concentration (Tc) <i>(see attached map & worksheets)</i>	0.12 hrs.	0.225 hrs.	0.11 hrs.	0.10 hrs.
25% of 2-yr/24-hr post dev runoff volume	N/A	0.034 ac. ft.	N/A	0.012 ac. ft.
1-year/24 hour Peak Flow <i>(see attached hydrographs)</i>	3.121 cfs	1.760 cfs	1.369 cfs	0.894 cfs
2-yr./24 hour Peak Flow <i>(see attached hydrographs)</i>	3.657 cfs	2.138 cfs	1.586 cfs	1.089 cfs
10-yr./24 hour Peak Flow <i>(see attached hydrographs)</i>	5.649 cfs	3.584 cfs	2.390 cfs	1.837 cfs
100-yr./24 hour Peak Flow <i>(see attached hydrographs)</i>	9.858 cfs	6.746 cfs	4.084 cfs	3.476 cfs

Drainage Summary (Cont.)

The following describes the peak flows associated with the proposed drainage areas.

Summary Data Elements	Subwatershed OS-1	
	Pre-develop	Post-develop
Watershed areas (in acres) <i>(see attached map)</i>	0.417 acres	0.417 acres
Average Watershed Slopes (%)	2%	2%
Land Uses (% of each) <i>(see attached map)</i>	50% Impervious 50% Open Space	50% Impervious 50% Open Space
Runoff Curve Numbers	RCN = 84	RCN = 84
Conveyance Systems Types	Grass/Paved waterway	Grass/Paved waterway
Summary of Average Conveyance System Data	2% Grade	2% Grade
Time of Concentration (Tc) <i>(see attached map & worksheets)</i>	0.10 hrs.	0.10 hrs.
25% of 2-yr 24-hr post dev runoff volume	N/A	0.010 ac. ft.
1-year/24 hour Peak Flow <i>(see attached hydrographs)</i>	0.786 cfs	0.786 cfs
2-yr./24 hour Peak Flow <i>(see attached hydrographs)</i>	0.964 cfs	0.964 cfs
10-yr./24 hour Peak Flow <i>(see attached hydrographs)</i>	1.653 cfs	1.653 cfs
100-yr./24 hour Peak Flow <i>(see attached hydrographs)</i>	3.176 cfs	3.176 cfs

Descriptions & Summaries of Storm Water Practices

The development utilizes storm sewer and controlled overflow routes to convey runoff from the site to the stormwater management facilities. Underground storage facilities are located on the north and south ends with a rain garden located in the middle of the site to provide 40% TSS removal pretreatment prior to discharging from the site. All stormwater facilities are located within the proposed lot owned by The Pointe Apartments, LLC. Access to all facilities is accommodated and provided via private drive aisle on-site.

Underground Storage UG-1

This underground storage facility is located at the southwest corner of the property near building 4 and collects runoff from drainage area P-1 through proposed storm sewer. Characteristics of this underground chamber system are as follows:

Underground Storage UG-1		Design Data
Site assessment data: (see attached maps)		
Contributing drainage areas to basin (P-1 & OS-1)		0.857 acres
Distance to nearest private well (including off-site wells)		>100feet
Distance to municipal well (including off-site wells)		>1200 feet
Wellhead protection area involved?		No
Ground slope at site of proposed basin		average 3%
Any buried or overhead utilities in the area?		No
Proposed outfall conveyance system/discharge (w/ distances)		123-LF 12" HDPE Storm Sewer @1%
Any downstream roads or other structures? (describe)		N/A
Floodplain, shoreland or wetlands?		Yes, adjacent wetlands to the west
Soil investigation data (see attached map & soil logs):		
Number of soil investigations completed		1 (in basin area)
Do elevations of test holes extend 3ft. below proposed bottom?		Yes (see SWMP)
Average soil texture at pond bottom elevation (USDA)		Silty Clay
Distance from pond bottom to bedrock		>12 feet
Distance from pond bottom to seasonal water table		12.8 feet B-6
General basin design data (see attached detailed drawings):		
Permanent pool surface area		N/A
Design permanent pool water surface elevation		N/A
Top of berm elevation (after settling) and width		N/A
Length/width (dimension/ratio) (Phase I)		48 ft. (L)x 19 ft. (W.) = 2.5:1
Safety shelf design (length, grade, max. depth)		N/A
Ave. water depth (minus safety shelf/sediment)		0 ft. in center
Sediment forebay size & depth		N/A
Sediment storage depth & design maintenance		See ADS plans and Recommended Maintenance.

Underground Storage UG-1 Inflow, Outflow & Storage Data (see attached hydrographs and detail drawings)				
Inflow Peak/Volume	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev. (above perm. pool)	Outflow Control Structures *
1.218 cfs (Post 1-yr./24hr. peak)	1.099 cfs	797.16 ft.	0.018 acre-feet	#1, #2, & #3
1.467 cfs (Post 2-yr./24 hr. peak)	1.483 cfs	797.19 ft.	0.018 acre-feet	#1, #2, & #3
2.415 cfs (Post 10-yr./24 hr. peak)	2.434 cfs	797.27 ft.	0.019 acre-feet	#1, #2, & #3
4.505 cfs (Post 100-yr/24 hr. peak)	4.283 cfs	797.53 ft.	0.022 acre-feet	#1, #2, & #3

* #1 = 123-LF 12" outlet pipe @ 0.49%, inv=795.50
 #2 = 2" orifice, inv=795.50
 #3= 5' riser, rim elv.=797.00

Rain Garden RG-2

This rain garden is in the center area of the property between buildings 1 & 3 and collects runoff directly from drainage areas P-2. Characteristics of this rain garden are as follows:

Rain Garden RG-2		Design Data
Site assessment data: (see attached maps)		
Contributing drainage area to basin (P-2)		0.884 acres
Distance to nearest private well (including off-site wells)		>100feet
Distance to municipal well (including off-site wells)		>1200 feet
Wellhead protection area involved?		No
Ground slope at site of proposed basin		average 5%
Any buried or overhead utilities in the area?		No
Proposed outfall conveyance system/discharge (w/ distances)		2' Dia. Outlet Control Structure
Any downstream roads or other structures? (describe)		No
Floodplain, shoreland or wetlands?		Yes, wetlands to the north and Phantom Lake Shoreline downstream
Soil investigation data (see attached map & soil logs):		
Number of soil investigations completed		3 (areas surrounding the proposed rain garden)
Do elevations of test holes extend 3ft. below proposed bottom?		Yes (see SWMP)
Average soil texture at pond bottom elevation (USDA)		Silty Clay
Distance from pond bottom to bedrock		>19 feet
Distance from pond bottom to seasonal water table		No Water Found in soil borings B-3, 4, or 5
General basin design data (see attached detailed drawings):		
Permanent pool surface area		N/A
Design permanent pool water surface elevation		N/A
Top of berm elevation (after settling) and width		elev. 799.50
Length/width (dimension/ratio)		110 ft. (L) x 32 ft. (W.) = 3.4:1
Safety shelf design (length, grade, max. depth)		N/A
Ave. water depth (minus safety shelf/sediment)		0 ft. in center
Sediment forebay size & depth		N/A
Sediment storage depth & design maintenance		yearly maintenance schedule

Rain Garden RG-2 Inflow, Outflow & Storage Data (see attached hydrographs and detail drawings)				
Inflow Peak/Volume	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev. (above perm. pool)	Outflow Control Structures *
2.804 cfs (Post 1-yr./24hr. peak)	2.667 cfs	798.75 ft.	0.035 acre-feet	#1, #2, & #3
3.210 cfs (Post 2-yr./24 hr. peak)	3.056 cfs	798.77 ft.	0.036 acre-feet	#1, #2, & #3
4.699 cfs (Post 10-yr./24 hr. peak)	4.399 cfs	798.88 ft.	0.039 acre-feet	#1, #2, & #3
7.832 cfs (Post 100-yr/24 hr. peak)	5.358 cfs	799.36 ft.	0.057 acre-feet	#1, #2, & #3

- *
 #1 = 88.6-LF 12" outlet pipe @ 0.5%, inv.=796.00
 #2 = 2" orifice in outlet control structure, inv.=797.50
 #3 = 2' Dia. Outlet control structure, rim elev.=798.50

Underground Storage UG-3

This underground storage facility is located toward the north end of the property, just north of building 2, and collects runoff from drainage area P-3 and discharge from Rain Garden RG-2. Characteristics of this basin are as follows:

Underground Storage UG-3		Design Data
Site assessment data: (see attached maps)		
Contributing drainage area to basin (P-3 & RG-2)		2.048 acres
Distance to nearest private well (including off-site wells)		>100feet
Distance to municipal well (including off-site wells)		>1200 feet
Wellhead protection area involved?		No
Ground slope at site of proposed basin		average 3.5%
Any buried or overhead utilities in the area?		No
Proposed outfall conveyance system/discharge (w/ distances)		48-LF 24" HDPE Storm Sewer
Any downstream roads or other structures? (describe)		No
Floodplain, shoreland or wetlands?		Yes, wetlands to the west and Phantom Lake Shoreline to the north
Soil investigation data (see attached map & soil logs):		
Number of soil investigations completed		2 (north and south of facility)
Do elevations of test holes extend 3ft. below proposed bottom?		Yes (see SWMP)
Average soil texture at pond bottom elevation (USDA)		Silty Clay
Distance from pond bottom to bedrock		>22 feet
Distance from pond bottom to seasonal water table		No water observed in borings B-1 or B-2
General basin design data (see attached detailed drawings):		
Permanent pool surface area		N/A
Design permanent pool water surface elevation		N/A
Top of berm elevation (after settling) and width		N/A
Length/width (dimension/ratio)		64 ft. (L)x 26 ft. (W.) = 2.5:1
Safety shelf design (length, grade, max. depth)		N/A
Ave. water depth (minus safety shelf/sediment)		N/A
Sediment forebay size & depth		N/A
Sediment storage depth & design maintenance		See ADS plans and Recommended Maintenance.

Underground Storage UG-3 Inflow, Outflow & Storage Data (see attached hydrographs and detail drawings)				
Inflow Peak/Volume	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev.	Outflow Control Structures *
5.431 cfs (Post 1-yr/24hr. peak)	4.550 cfs	795.22 ft.	0.042 acre-feet	#1, #2, & #3
6.247 cfs (Post 2-yr./24 hr. peak)	5.430 cfs	795.36 ft.	0.045 acre-feet	#1, #2, & #3
9.163 cfs (Post 10-yr./24 hr. peak)	8.041 cfs	795.99 ft.	0.056 acre-feet	#1, #2, & #3
13.760 cfs (Post 100-yr/24 hr. peak)	14.510 cfs	796.98 ft.	0.064 acre-feet	#1, #2, & #3

- *
 #1 = 12-inch orifice in proposed outlet structure - flow line elev. @ 793.90
 #2 = 5' riser - rim elev. @ 794.90
 #3 = 47.8-LF 24" outlet pipe @ 0.42%, inv. = 793.90

Total Site Release Rates

The table below summarizes the storm water release rates associated with the overall development. Per the Village of Mukwonago Storm Water Ordinance standards previously listed, the Allowable Release Rate is defined as;

TOTAL SITE DISCHARGE			
STORM EVENT	EXISTING	PROPOSED	ALLOWABLE
1-YR	10.17 CFS	8.409 CFS	10.17 CFS
2-YR	11.98 CFS	10.540 CFS	11.98 CFS
10-YR	18.74 CFS	17.25 CFS	18.74 CFS
100-YR	33.23 CFS	30.86 CFS	33.23 CFS

Site Water Quality Summary

Outfall Output Summary

	Runoff Volume (cu. ft.)	Percent Runoff Reduction	Runoff Coefficient (Rv)	Particulate Solids Conc. (mg/L)	Particulate Solids Yield (lbs)	Percent Particulate Solids Reduction
Total of All Land Uses without Controls	190392		0.45	92.58	1100	
Outfall Total with Controls	140115	26.41 %	0.33	75.04	656.4	40.33 %
Current File Output: Annualized Total After Outfall Controls	140500		Years in Model Run: 1.00		658.2	

Pollutant	Concen- tration - No Controls	Concen- tration - With Controls	Concen- tration Units	Pollutant Yield - No Controls	Pollutant Yield - With Controls	Pollutant Yield Units	Percent Yield Reduction
Particulate Solids	92.58	75.04	mg/L	1100	656.4	lbs	40.33 %
Particulate Phosphorus	0.2070	0.1708	mg/L	2.460	1.494	lbs	39.27 %
Filterable Phosphorus	0.04994	0.04750	mg/L	0.5935	0.4154	lbs	30.01 %
Total Phosphorus	0.2569	0.2183	mg/L	3.054	1.910	lbs	37.47 %

Print Output Summary to .csv File

Print Output Summary to Text File

Print Output Summary to Printer

Total Area Modeled (ac)

3.625

Total Control Practice Costs

Capital Cost	N/A
Land Cost	N/A
Annual Maintenance Cost	N/A
Present Value of All Costs	N/A
Annualized Value of All Costs	N/A

Perform Outfall
Flow Duration
Curve Calculations

Receiving Water Impacts Due To Stormwater Runoff (CWP Impervious Cover Model)

	Calculated Rv	Approximate Urban Stream Classification
Without Controls	0.45	Poor
With Controls	0.33	Poor

10/01/2019

EXHIBIT D
PROPOSED CSM SHOWING THE LOCATION OF THE MULTI-PURPOSE TRAIL

CERTIFIED SURVEY MAP NO.

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN.

N. LINE OF THE NE 1/4 SECTION 35-5-18
(N89°35'49"E 2178.55)

(P.O.C.) N.W. CORNER OF THE
NE 1/4,
SEC. 35-5-18
CONC. MON. W/ BRASS CAP
WISCONSIN STATE PLANE COORD.
SYSTEM-SOUTH ZONE
N 316,856.12, E 2,446,266.39

N89°35'49"E 1013.82
MEANDER CORNER NE CORNER
OF THE NE 1/4,
SEC. 35-5-18
CONC. MON. W/ BRASS CAP
WISCONSIN STATE PLANE COORD.
SYSTEM-SOUTH ZONE
N 316,871.44, E 2,448,444.76

ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE
PLANE COORDINATE SYSTEM (MAD 1927 DATUM) - SOUTH ZONE, IN WHICH
THE NORTH LINE OF THE N.E. 1/4 OF SECTION 35-5-18, IS TAKEN TO BEAR
NORTH 89°35'49" EAST.

OVERALL DETAIL

SHEET



LOT 2
2,454 S.F.
0.563 Ac.

WHISPERING BAY
CONDOMINIUM
PHASE 1

WHISPERING BAY
CONDOMINIUM
PHASE 2

LOWER PHANTOM LAKE

RAILROAD INC.
(100' WIDE R.O.W.)

MAIN STREET (C.T.H. ES)
(R.O.W. WIDTH VARIES)

FRIENDS OF EAST TROY
(100' WIDE R.O.W.)

LOT 1
190,575 S.F.
4.3750 Ac.

PARCEL A
CSM 1801

PARCEL B
CSM 6450

PREPARED BY:
TRIO ENGINEERING, LLC
4100 N. CALHOUN ROAD,
SUITE 300
BROOKFIELD, WI 53005
PHONE: 262-790-1480
FAX: 262-790-1481

OWNER:
THE POINTE APARTMENTS, LLC
W3468 COUNTY ROAD J
EAST TROY, WI 53120
PHONE: 262-912-7080

LOCATION MAP
SCALE: 1"=2000'



LEGEND:

- - INDICATES Section Corner (See Plan for Details)
- - INDICATES "Found" 0.75" Iron rod
- - INDICATES "Found" 1" Iron pipe, unless noted otherwise.

CURVE TABLE:

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	4005.88	14°38'20"	1023.48	1020.70	N38°55'37"E	S46°14'47"W	S31°36'27"W
C2	4105.88	2°45'45"	197.97	197.95	S40°23'56"W	S41°46'49"W	S39°01'04"W

DRAFTED THIS 15TH DAY OF OCTOBER, 2019
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

JOB NO. 19-006-1059-01
SHEET 1 OF 7

CERTIFIED SURVEY MAP NO.

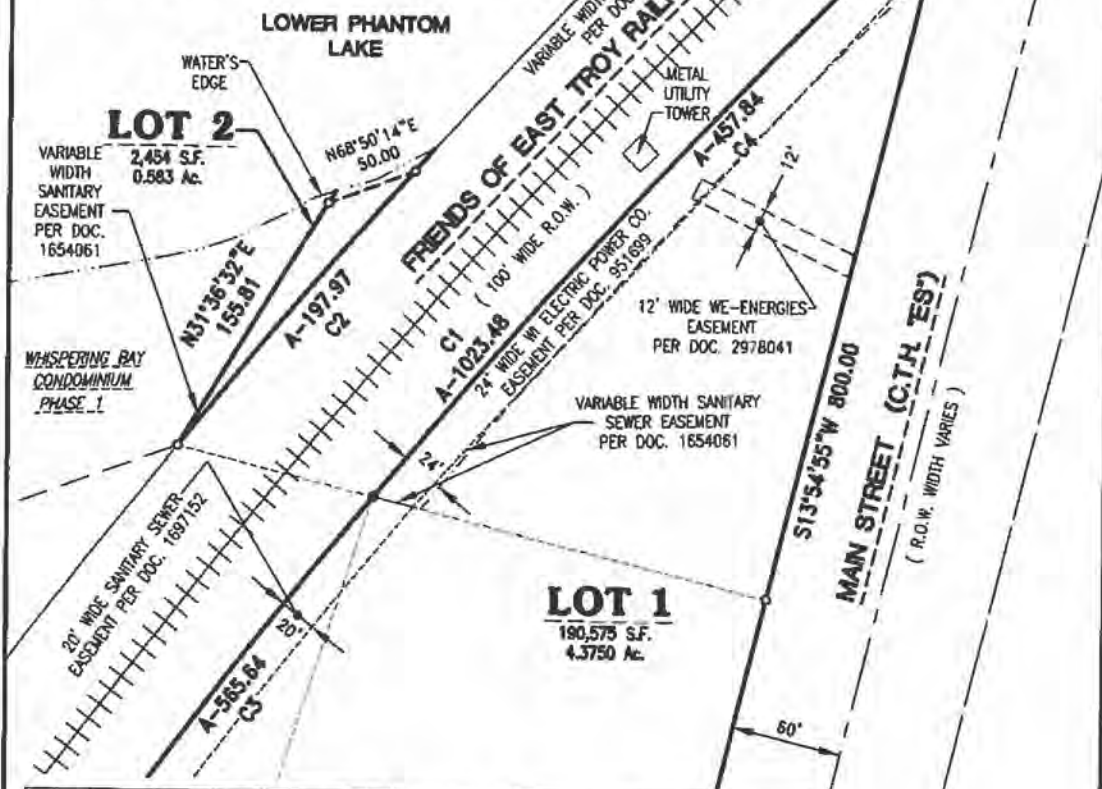
BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 35, TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA
COUNTY, WISCONSIN.

EXISTING EASEMENT DETAIL SHEET

LEGEND:

- - INDICATES "Found" 0.75" Iron Rod
- - INDICATES "Found" 1" Iron Pipe, unless noted otherwise.

- ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1 OF THE STATE CONSTITUTION.
- THE ADDRESS OF THE SUBJECT PARCEL IS 915 MAIN ST. MUKWONAGO, WI 53149.

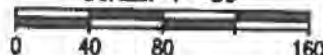


CURVE TABLE:

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C3	4005.88	8°05'25"	565.64	565.17	N35°39'10"E	S39°41'52"W	S31°36'27"W
C4	4005.88	6°32'55"	457.84	457.59	N42°58'20"E	S46°14'47"W	S39°41'52"W



SCALE: 1"=80'



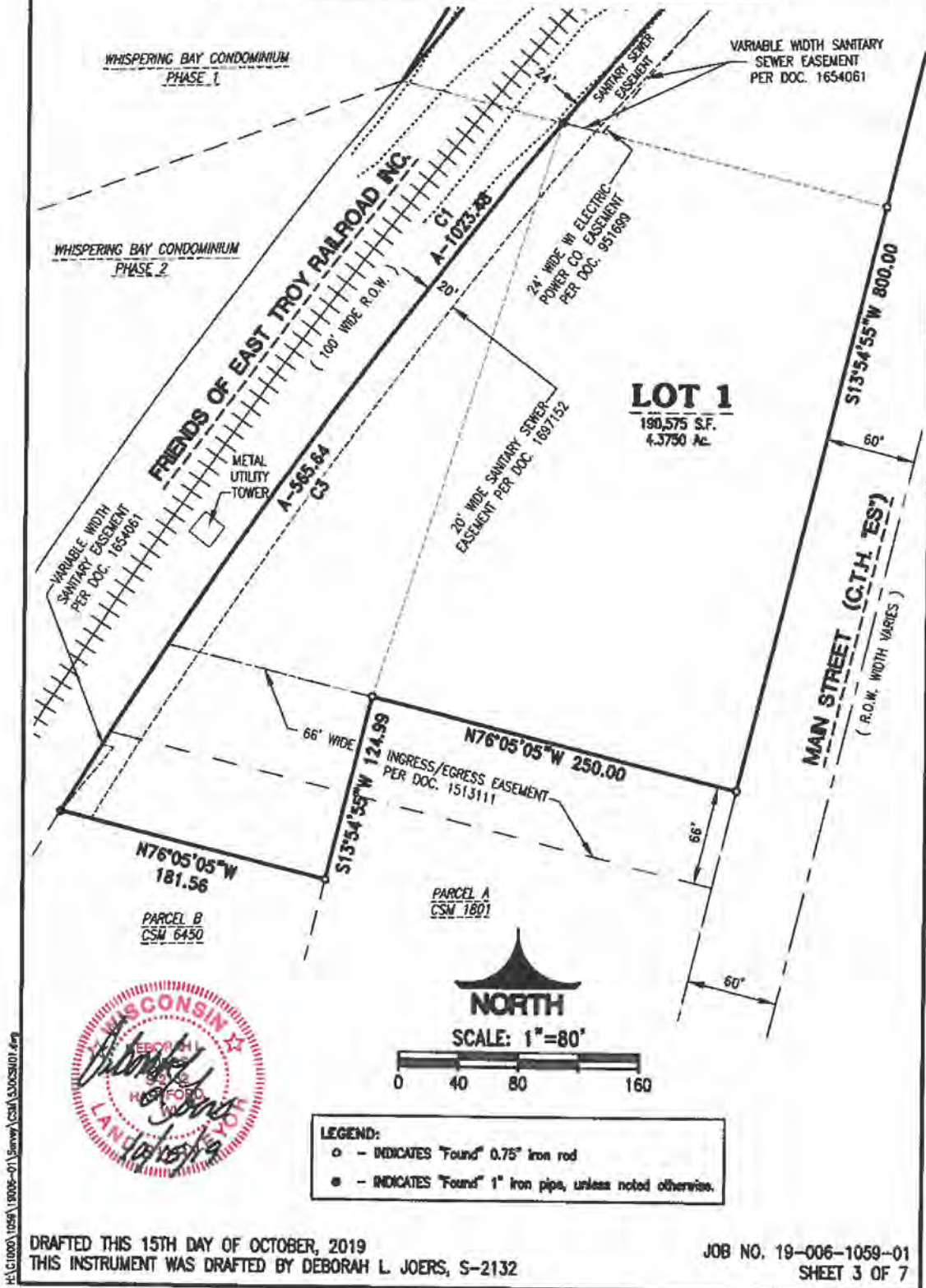
DRAFTED THIS 15TH DAY OF OCTOBER, 2019
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

JOB NO. 19-006-1059-01
SHEET 2 OF 7

CERTIFIED SURVEY MAP NO.

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 35, TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA
COUNTY, WISCONSIN.

EXISTING EASEMENT DETAIL SHEET

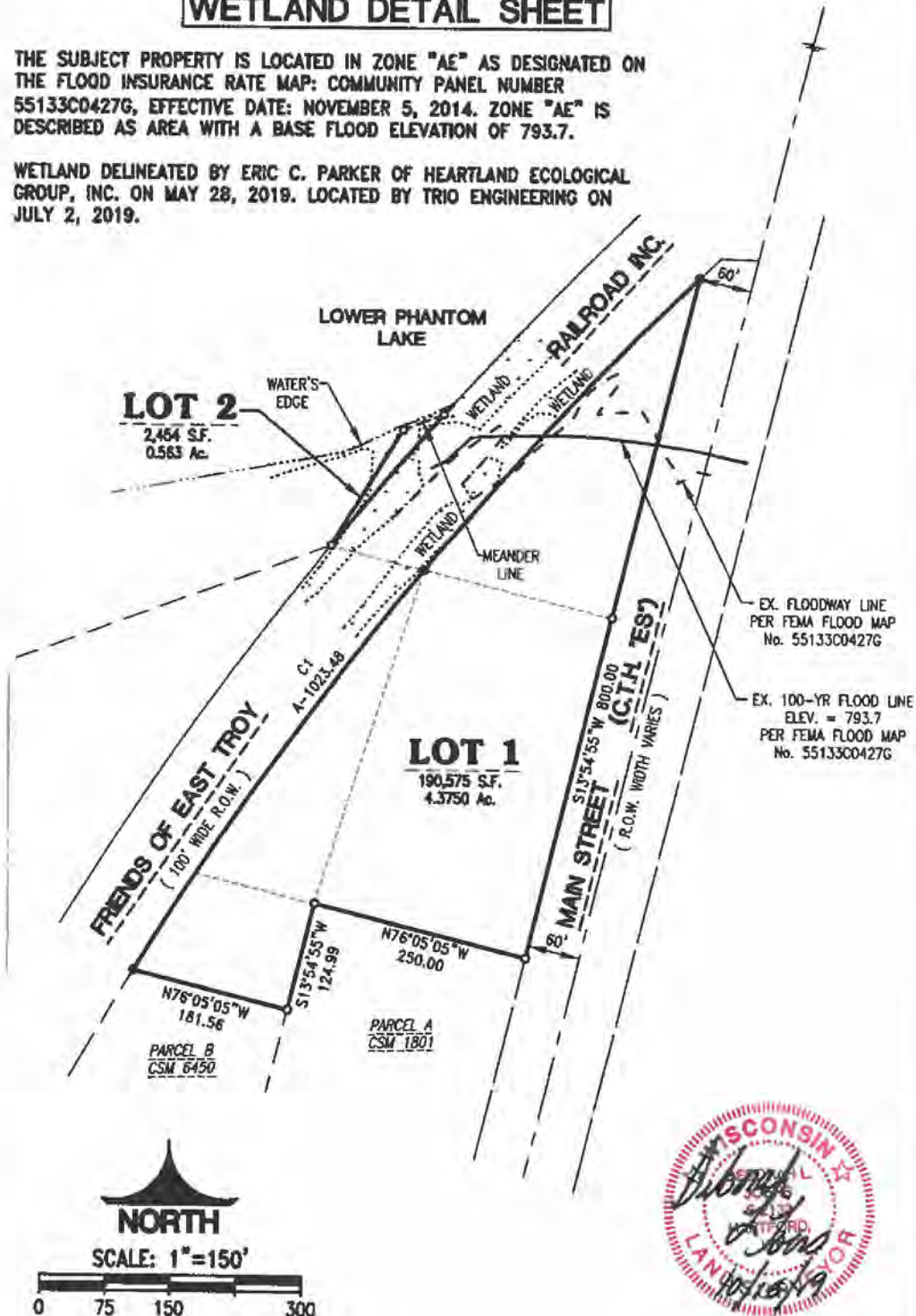


CERTIFIED SURVEY MAP NO.

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 35, TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA
COUNTY, WISCONSIN.

WETLAND DETAIL SHEET

- THE SUBJECT PROPERTY IS LOCATED IN ZONE "AE" AS DESIGNATED ON THE FLOOD INSURANCE RATE MAP: COMMUNITY PANEL NUMBER 55133C0427G, EFFECTIVE DATE: NOVEMBER 5, 2014. ZONE "AE" IS DESCRIBED AS AREA WITH A BASE FLOOD ELEVATION OF 793.7.
- WETLAND DELINEATED BY ERIC C. PARKER OF HEARTLAND ECOLOGICAL GROUP, INC. ON MAY 28, 2019. LOCATED BY TRIO ENGINEERING ON JULY 2, 2019.



DRAFTED THIS 15TH DAY OF OCTOBER, 2019
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

JOB NO. 19-006-1059-01
SHEET 4 OF 7

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 35 TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA
COUNTY, WISCONSIN.

STATE OF WISCONSIN)
)ss
COUNTY OF WAUKESHA)

That I have surveyed, divided and mapped a consolidation of lands in a part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 35, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Thence South 13°54'55" West along said West Right-of-Way line, 800.00 feet to a point on the North line of Parcel A of Certified Survey Map No. 1801; thence North 76°05'05" West along said North line, 250.00 feet to the Northwest corner of said Parcel A; thence South 13°54'55" West along the West Line of said Parcel A, 124.99 feet to the Northeast corner of Parcel B of Certified Survey Map No. 6450; thence North 76°05'05" West along the North line of said Parcel B, 181.56 feet to a point on the East Right-of-Way line of the "Friends of East Troy Railroad"; thence Northeasterly 565.64 feet along the arc of a curve whose center lies to the Southeast, whose radius is 4005.88 feet and whose chord bears North 35°39'10" East, 565.17 feet to a point; thence North 76°05'05" West along a tie line, 110.63 feet to a point on the West Right-of-Way line of the "Friends of East Troy Railroad"; Thence North 31°36'32" East along the East line of Whispering Bay Condominium Phase 1, 155.81 feet to a point; thence North 68°50'14" East along a Meander Line of "Lower Phantom Lake", 50.00 feet to a point on the West Right-of-Way line of the "Friends of East Troy Railroad"; thence Southwesterly 197.97 feet along said West Right-of-Way line and the arc of a curve whose center lies to the Southeast, whose radius is 4105.88 feet and whose chord bears South 40°23'56" West, 197.95 feet to a point; thence South 76°05'05" East along a tie line, 110.63 feet to a point on the East Right-of-Way line of the "Friends of East Troy Railroad"; thence Northeasterly 457.84 feet along said East Right-of-Way line and the arc of a curve whose center lies to the Southeast, whose radius is 4005.88 feet and whose chord bears North 42°58'20" East, 457.59 feet to the point of beginning of this description.

That I have made such survey, land division and map by the direction of the **THE POINTE APARTMENTS, LLC**, owners of said lands.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Platting Ordinances of the Village of Mukwonago in surveying, dividing and mapping the same.

WISCONSIN
DEBORAH L. JOERS
S-2132
HARTFORD, WI
LAND SURVEYOR

Drafted this 15th Day of October 2019
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

318

CERTIFIED SURVEY MAP NO.

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 35 TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA
COUNTY, WISCONSIN.

OWNER'S CERTIFICATE OF DEDICATION:

THE POINTE APARTMENTS, LLC, as owner, do hereby certify that it caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Platting Ordinances of the Village of Mukwonago, this _____ day of _____, 20 ____.

THE POINTE APARTMENTS, LLC

Michael Erkamaa, Representative

STATE OF WISCONSIN)
) ss
COUNTY OF)

Personally, came before me this _____ day of _____, 20 _____, the above named, Michael Erkamaa, Representative, to me known to be the person who executed the foregoing instrument and acknowledged the same, on behalf of The Pointe Apartments, LLC.

Print Name: _____
Notary Public, _____ County, WI
My commission expires: _____

CONSENT OF CORPORATE MORTGAGEE:

CITIZEN BANK, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping of the land described on this Certified Survey Map, and does hereby consent to the above certificate of **THE POINTE APARTMENTS, LLC**, owner, this _____ day of _____, 20 ____.

Brett Engelking, Vice President

STATE OF WISCONSIN)
) ss
COUNTY OF)

Personally came before me this _____ day of _____, 20 _____, Brett Engelking, Vice President of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.



Print Name: _____
Notary Public, _____ County, WI
My commission expires: _____

Drafted this 15th Day of October 2019
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132
L:\LOBYS\WPDOCS\DOCUMENTS\2019-4\2019-01 Survey 330-Certified Survey Map\Legal The Pointe Apartments CSM.doc

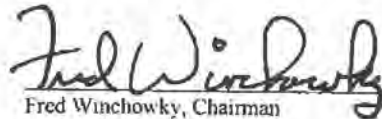
Job. No. 19-006-1059-01
SHEET 6 OF 7

CERTIFIED SURVEY MAP NO.

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 35 TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA
COUNTY, WISCONSIN.

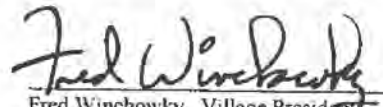
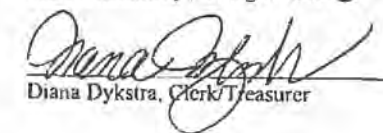
PLAN COMMISSION APPROVAL:

Approved by the Planning Commission of the Village of Mukwonago on this 10 day of Sept
20 19.


Fred Winchowky, Chairman

VILLAGE BOARD APPROVAL CERTIFICATE:

Approved by the Village Board of the Village of Mukwonago on this 16 day of October
20 19.


Fred Winchowky, Village President

Diana Dykstra, Clerk/Treasurer



Drafted this 15th Day of October 2019

THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132
L:\LOBBYS\WPDOS\DOCUMENT\1619-1006-01\Survey\3104 Certified Survey Map\Legal The Polaris Apartments CSM.doc

Job. No. 19-006-1059-01
SHEET 7 OF 7

10/01/2019

EXHIBIT E
VILLAGE OF MUKWONAGO INSURANCE REQUIREMENTS

Village of Mukwonago Liability Insurance Minimum Limits

- A. Commercial & General Liability** – Coverage at least as broad as the insurance services offices commercial general liability form, including coverage for products liability, completed operations, contractual liability and explosion, collapse and underground coverage and shall have the following limits in coverage.
1. Each occurrence limit – One Million Dollars (\$1,000,000).
 2. Personal and advertising insurance limit – One Million Dollars (\$1,000,000).
 3. General aggregate limit per project – Two Million Dollars (\$2,000,000).
 4. Products completed operations aggregate - Two Million Dollars (\$2,000,000).
 5. Fire damage limit, any one fire – Fifty Thousand Dollars (\$50,000).
 6. Medical expense limit per person – Five Thousand Dollars (\$5,000).
 7. Products completed operations coverage must be carried for two (2) years after acceptance of the completed work.
 8. The Village of Mukwonago, as well its consultants, architects, engineers, contractors and subcontractors will be added as named insureds to the policy.
- B. Automobile Liability** – Coverage at least as broad as the insurance services office business automobile form with limits of One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- C. Workers Compensation** – As required by the State of Wisconsin, an employer's liability insurance with sufficient limits to meet underlying umbrella liability insurance requirements.
- D. Umbrella Liability** – Providing coverage at least as broad as the underlying commercial general liability, watercraft liability, if required, automobile liability and employer's liability with a minimum limit of Two Million Dollars (\$2,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate and a maximum self insured retention of Ten Thousand Dollars (\$10,000).

E. Property Insurance Coverage

1. The property insurance amount must be at least equal to the bid amount plus or minus any change orders. It also must include the value of engineering or architect fees related to the property.
2. Covered property will include property on the project worksites, property in transit and property stored off the project work sites.
3. All coverage will be on a replacement cost basis.
4. The Village of Mukwonago, as well its consultants, architects, engineers, contractors and subcontractors will be added as named insureds to the policy.
5. Coverage must be written on a special perils or risk perils basis.
6. Coverage must include coverage for water damages including but not limited to, flood, surface water, hydrostatic pressure and earth movement.
7. Coverage must be included for testing and startup.
8. If exposure exists, coverage must include boiler and machinery coverage.
9. Coverage must include coverage for engineers and architects fees.
10. Policy must allow partial utilization by the owner.
11. Coverage must include a waiver of subrogation against any named insureds or additional insureds.
12. Contractor will be responsible for all deductibles and co-insurance penalties.

F. Insurance Requirements for Subcontractors – All subcontractors shall be required to obtain commercial general liability insurance, automobile liability, workers compensation and employers liability. This insurance shall be as broad and with the same limits as those required per the contractor's requirements, excluding umbrella liability contained in Section 1 above.

G. Subcontractor's Coverage – The following must be named as additional insureds on all liability policies for liability arising out of the project work: The Village of Mukwonago and its officers, council members, agents, employees and authorized volunteers. On the commercial general liability policy, the additional insured coverage must also include products – completed operations equivalent to ISO Form CG2037 for a minimum of two (2) years after acceptance of this work. This does not apply to workers compensation policies. Certificates of insurance acceptable to the Village of Mukwonago shall be submitted prior to commencement of the work to the applicable department. The Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed unless and until at least 30 days prior written notice has been given to the Village.

10/01/2019

EXHIBIT F

PLANS FOR THE MULTI-PURPOSE TRAIL

11



REVISION HISTORY	
DATE	DESCRIPTION
5/4/98	Prohibitory Did Not
10/29/98	Weight Substituted
11/10/98	Weight Substituted
5/4/99	Weight Substituted
8/27/99	Substituted - Limited

DATE: OCTOBER 01 2019

JOB NUMBER:
13005-1019

DESCRIPTION:**PROPOSED SITE
PLAN**

SHEET

C1.1

PROJECT:
THE POINTE APARTMENTS
VILLAGE OF MUKWONGAO, WISCONSIN
PREPARED FOR:
PO BOX 82533
MILWAUKEE, WISCONSIN 53282-0533



DEVELOPMENT SUMMARY

Total Area 193,015 sq ft (4.43 acres)
 Area West of Railroad = 180,561 sq ft (4.14 acres)
 Area East of Railroad = 12,454 sq ft (0.283 acres)

Current Zoning B-2 General Business District

- Min Greenspace Permitted* = 10'
- Min Setbacks Street & Side = 10'
- Rear = 30'

*exclude drive aisle, applies to building and parking

Proposed Development	Multi-Family Residential
Proposed Units	85 units
Density	19.85 units/acre

Lot Coverage	
Building Coverage	1.14 ac (25.73%)
Pavement	1.73 ac (39.0%)
Concrete	0.15 ac (3.4%)

Total Impervious Area 3.02 ac (68.17%)
Wetland Area 0.086 ac (1.9%)
Total Open Space Area 1.41 ac (31.8%)

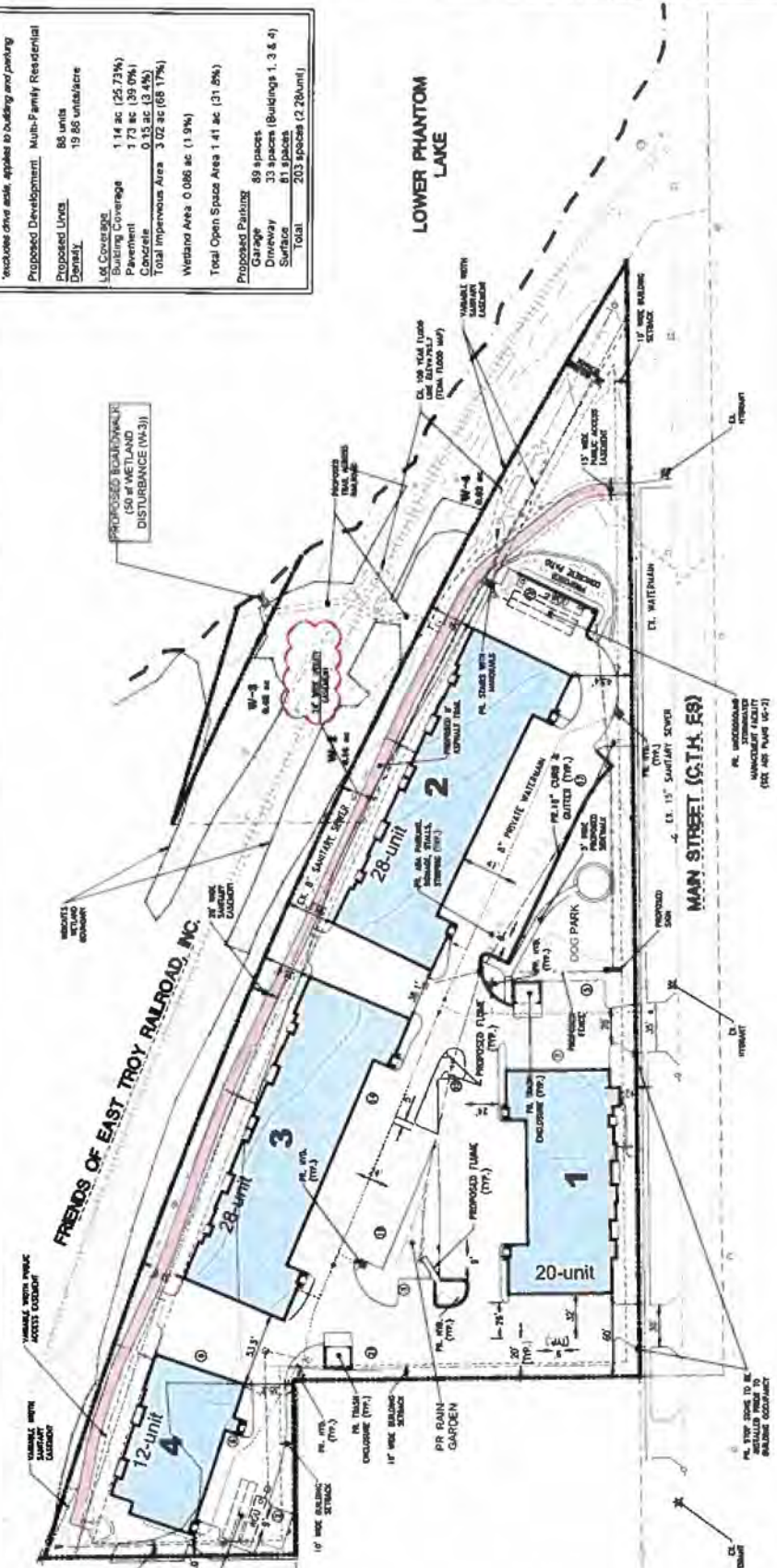
Proposed Parking	89 spaces
Garage	33 spaces (Buildings 1, 3 & 4)
Driveway	41 spaces
Surface	

Total	203 spectra (2.28Jun11)
-------	-------------------------

[illegible]

100-YR FLOODPLAIN

PROPERTY ADDRESS
THE ADDRESS OF THE SUBJECT PARCEL
815 MAIN ST. AULTWATER, WI 53148.







To: Common Council and CDA

From: John Weidl, City Manager

Date: February 11, 2025

Subject: Analysis of the Elkhorn Development Agreement and Use of TIF for the Teronomy Project

Executive Summary

The City of Elkhorn's development agreement with Creekside Community Development, LLC for the Teronomy Builders Project provides a valuable regional comparison for Whitewater's use of Tax Increment Financing (TIF) to support multifamily and mixed-use development. The agreement confirms that TIF is an essential tool for making large-scale housing projects financially feasible, directly countering claims that multifamily development does not require TIF assistance.

This agreement also demonstrates that Elkhorn, like Whitewater, is structuring its incentives to ensure financial responsibility while encouraging necessary growth. The \$12.5 million Taxable Tax Increment Revenue Bond provided by Elkhorn follows a "pay-go" model, meaning developers receive reimbursement only if the development generates sufficient tax increment—a structure similar to Whitewater's approach.

The Elkhorn agreement reinforces that using TIF for multifamily development is a common and necessary practice in Wisconsin, aligning with Whitewater's own housing studies and past development agreements.

Key Takeaways from the Elkhorn Development Agreement

1. TIF Was Essential for Development to Proceed

The agreement explicitly states that the developer would not undertake the project without TIF assistance, confirming that multifamily housing often requires financial support to be viable.

The project consists of 847 residential units and commercial buildings, spread over three development phases, with TIF ensuring infrastructure costs do not make the project infeasible.

2. TIF Structure: Performance-Based and Responsible

Elkhorn is issuing a \$12.5 million Taxable Tax Increment Revenue Bond to the developer.

Payments are tied directly to 55% of the annual gross tax increment generated by the project—if revenue does not materialize, the city is not liable for additional payments.

The bond expires in 2038, ensuring long-term financial safeguards.

3. Infrastructure Cost-Sharing is a Standard Practice

The developer is responsible for constructing key public improvements, including:

Road extensions (Deere Road)

Sanitary sewer and water mains

Stormwater management systems

Upon completion, these improvements will be dedicated to the city, aligning with best practices seen in other regional development agreements.

4. Phased Development with Flexible Timelines

The project will be developed in three phases from 2024 to 2032, ensuring that housing supply expands over time while aligning with market demand.

The developer is not penalized for delayed phase commencement, but must complete each phase once started.

This flexibility ensures that Elkhorn does not carry financial risk if the market slows down, mirroring Whitewater's structured TIF approach.

5. City Protections and Risk Management

The TIF bond is strictly tied to available tax increment, meaning Elkhorn is not responsible for payments if the development underperforms.

If the TIF district is terminated early or fails to generate enough revenue, the remaining bond balance is forgiven.

The city's financial liability is capped, ensuring that Elkhorn does not take on unnecessary risk.

Implications for Whitewater's TIF Strategy

1. TIF for Multifamily Development is a Regional Norm

Elkhorn, like Waterford and Whitewater, recognizes that TIF is a necessary tool to enable large-scale housing development.

The claim that TIF should not be used for housing is directly contradicted by this agreement, which explicitly states that the project would not proceed without it.

2. Whitewater's TIF Approach is Structurally Conservative

Whitewater uses a tiered incentive model (85% for 10 years, then 60%) to ensure long-term fiscal sustainability.

Elkhorn, by contrast, committed \$12.5 million in direct TIF-backed bond financing, which carries more financial exposure than Whitewater's performance-based reimbursement structure.

3. Infrastructure Cost Offsets are Standard, Not an Exception

Elkhorn requires the developer to fund and construct public infrastructure, which is later dedicated to the city.

Whitewater follows the same principle, using TIF to reimburse public infrastructure costs rather than granting developers direct subsidies.

4. TIF-Funded Housing Strengthens Economic Growth

Large-scale housing projects expand the tax base, attract new residents, and support local businesses.

The Whitewater housing studies confirm that additional rental housing is needed to meet demand and stabilize affordability.

Without TIF, cities like Elkhorn and Waterford would struggle to attract large, high-quality developments—the same challenge Whitewater faces.

Conclusion: Whitewater is Following Proven Best Practices

Elkhorn's use of TIF for the Teronomy Project confirms that Whitewater's approach is not only justified but essential. The agreement directly counters any argument that TIF should not be used for multifamily housing, demonstrating that Elkhorn, like Whitewater, recognizes TIF as a critical tool for housing expansion.

By maintaining a performance-based TIF model, ensuring infrastructure cost-sharing, and strategically structuring incentives, Whitewater is aligned with best practices across Wisconsin. Rejecting TIF for housing would place Whitewater at a competitive disadvantage compared to cities like Elkhorn and Waterford, which are actively using it to fuel growth.

TIF-supported housing development is not an experimental approach—it is the standard in successful Wisconsin municipalities.

Best, - JSW



John S. Weidl
City Manager, City of Whitewater

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is entered into as of this ____ day of _____, 2023 by and between the City of Elkhorn, Wisconsin (the “City”) and Creekside Community Development, LLC, a Wisconsin limited liability (the “Developer”).

WHEREAS, the Developer has entered into a purchase agreement to acquire the real estate described on Exhibit A (the “Property” or “Proctor Farm”); and

WHEREAS, the City has established Tax Incremental District No. 4 (the “District”) as a mixed-use district, which District includes the Property, in order to finance project costs and development incentives within the District as permitted under Wis. Stats. Section 66.1105 (the “TID Law”); and

WHEREAS, the Developer plans to undertake a three phased (each a “Phase”) mixed-use development to be known as the “Creekside Community” on the Property, consisting of approximately eight hundred forty-seven (847) units within approximately eleven apartment buildings, amenities, commercial buildings, related grading, utility work and site improvements (collectively, the “Developer’s Improvements” or “Development”) in Material Conformance with the preliminary site plan attached hereto as Exhibit B-1 (the “Site Plan”) and the preliminary building plans attached hereto as Exhibit B-2 (the “Building Plans”) (the Site Plan and the Building Plans hereafter referred to, collectively, as the “Plans”); and

WHEREAS, the Developer would not undertake the Developer’s Improvements without the use of tax increment financing to fund a portion of the Developer’s Improvements, as provided for below.

NOW, THEREFORE, the City and the Developer, in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, agree as follows:

1. CONSTRUCTION OF DEVELOPER’S IMPROVEMENTS.

Section 1.1. The Developer’s Improvements and Phasing.

(a) Developer’s Improvements. The Developer’s Improvements will be constructed in Material Conformance with the Plans, subject to any material changes as may be approved thereto by the City in writing from time to time. “Material Conformance” means meeting the essential or significant aspects of the Plans, standards, or specifications. The Developer’s Improvements to be constructed upon the Property and their uses shall be in compliance with all applicable municipal ordinances of the City, including, but not limited to, any pertinent provisions of the District Project Plan. Developer shall not materially alter the Plans approved for each Phase without the prior written consent of the City, which consent may be withheld in the City’s reasonable discretion.

(b) Phasing. The Development will be undertaken in three Phases as shown on the Phasing Plan attached hereto as Exhibit B-3 (the “Phasing Plan”).

Section 1.2. Cooperation; Permits and Approvals. The City agrees to reasonably cooperate with the Developer to facilitate the approval of each Phase and the construction of the Developer’s Improvements. Without intending to limit the generality of the foregoing sentence, the City shall reasonably cooperate with the Developer in the Developer’s applications for all building and other

permits that may be necessary for the completion of the Developer's Improvements; provided, however, that this Agreement shall not obligate the City to grant variances, exceptions or conditional use permits. The City shall promptly consider all applications by the Developer for all necessary zoning, building, or engineering permits and approvals from the City, all in accordance with all applicable City ordinances and procedures. Developer will conform and comply with, and will cause the Developer's Improvements to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including, without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, all environmental laws, rules, regulations and ordinances, and Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the development, construction, management and operation of the Developer's Improvements.

Section 1.3. Developer's Obligations. The Developer intends to construct the Development in three Phases of the Development consistent with the schedule below; provided, however, the Developer does not guaranty the commencement or completion of the Development by those dates. Failure to begin construction of any of the Phases does not constitute a default under this Agreement; provided that if the Developer begins construction on any Phase, such Phase must be completed according to the Plans approved for such Phase. The commencement and completion of each Phase will depend on many factors such as market demand, construction costs, approvals, financing, and other items outside of the Developer's control.

Phase	Commencement Date	Completion Date
1	1.1.2024	12.31.2026
2	1.1.2027	12.31.2029
3	1.1.2030	12.31.2032

The Developer acknowledges that this Agreement creates a "pay go" incentive and Developer's payments under the Bond are based on the Available Tax Increment generated by the Development. If the Developer does not complete a Phase so that the Development does not generate enough Available Tax Increment to pay any outstanding and unpaid amounts on the Bond by October 1, 2038, then the remaining balance of principal of the Bond shall be deemed paid in full, it being understood that upon making the payment due on the final Bond Payment Date, the obligation of the City to make any further payments on the Bond shall terminate. The City shall have no obligation to pay any amount of principal on this Bond which remains unpaid after the final Bond Payment Date and the owner of this Bond shall have no right to receive payment of such amounts. The City makes no representation or covenant, express or implied, that Available Tax Increment will be generated or that it will be sufficient to pay the Bond, in whole or in part. The City's obligation to make payments on the Bond is limited to Available Tax Increment.

Section 1.4. Public Improvements.

(a) The Developer will install the street improvements for the extension of Deere Road as shown on the GDP Site Plan, including the sanitary sewer and water mains, street lighting, street and traffic control signs, and any related facilities reasonably necessary to serve the Property as detailed

in the Building Plans (collectively, the “Public Improvements”). The Developer shall provide an easement for and install the sanitary sewer and water mains that will be located under or next to the private roads within the Property, which shall also be Public Improvements. For purposes of clarity, all the necessary internal roads, sanitary sewer and water laterals, storm sewers, stormwater maintenance facilities, and lighting on the Property itself shall be private. Developer shall be responsible for, at Developer’s sole cost, installing/constructing and maintaining/replacing all such private infrastructure in compliance with all City, State and Federal standards. Without limiting the generality of the foregoing, Developer shall be responsible for, at Developer’s sole cost, installing/constructing and maintaining/replacing all stormwater management facilities for the Development in compliance with all applicable laws and standards, it being understood that the stormwater management facilities serving the commercial portion(s) of the Development shall be separate from the stormwater management facilities serving the residential portion(s) of the Development. As the Building Plans are further developed for each Phase, the Developer and the City agree to cooperate in good faith to determine the exact improvements which constitute the Public Improvements and the budgeted cost for the same. All Public Improvements for each Phase shall be constructed/installed in a good and workmanlike manner, shall comply with all City, State and Federal standards, shall be inspected and approved by the City Engineer, which such approval shall not be unreasonably withheld, conditioned, or delayed, and shall be dedicated and conveyed to the City in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, the Public Improvements and, as applicable, related private improvements located within the Property, shall include, without limitation, a non-dead end water loop serving the Development to allow for such water service/supply as may be reasonably requested from the superintendent of the City’s water department and the chief of the City’s fire department.

(b) The Developer agrees to commence substantial construction of the Public Improvements for Phase I within two years of this Agreement; otherwise, this Agreement shall be deemed null and void thereafter. Once construction of said Public Improvements for each Phase has commenced, the Public Improvements for said Phase shall be completed within five years of such commencement.

(c) Upon prior written consent by the City, the Developer shall, without charge to the City, upon completion of the Public Improvements, unconditionally give, grant, convey and fully dedicate the same to the City, its successors and assigns forever, free and clear of all encumbrances whatsoever, including, without limitation because of enumeration, all mains, conduits, pipes, lines, machinery, equipment, appurtenances, and hereditaments which may in any way be a part of or pertain to such Public Improvements, and together with any and all necessary and required easements for access thereto. In connection with such dedication, the Developer shall provide the City with lien waivers and other documentation as the City may reasonably require. After such dedication, the City shall have the right to connect or integrate other improvements or public facilities as the City decides, with no payment or award to, or consent required of, the Developer.

(d) Inasmuch as the Developer will be requesting the City to commence payment of the Bond prior to completion of the Public Improvements, the Developer shall file with the City a bond, letter of credit, or deposit such funds with a mutually agreed-to bank subject to a third-party escrow agreement that shall be 120% of the agreed-upon budgeted cost of said Public Improvements (the “Surety”) for each Phase. The institution issuing the Surety shall be reasonably acceptable to the City, and the form and content of the Surety shall be in form and content

reasonably acceptable to the City. Dedication shall not constitute acceptance of any Public Improvements by the City. All Public Improvements shall be accepted by the City by resolution at such time as said Public Improvements are in acceptable form and completed according to City specifications. The Developer shall perform all reasonably necessary repairs and maintenance of the Public Improvements until such time as the same are accepted and approved by the City and dedicated to the City pursuant to subsection (c) above.

(e) It is further agreed that as construction and installation of certain segments of the Public Improvements are completed by the Developer and approved by the City Engineer and accepted by the City in accordance with the terms of this Agreement, the Surety shall be reduced to the estimated cost of the remaining uncompleted Public Improvements; provided, however, said Surety shall only be reduced upon the certification of the City Engineer, and approval by the City Administrator, which such certification and approval shall not be unreasonably delayed, conditioned, or withheld, setting forth the estimated cost of the Public Improvements so completed, and the reduction is approved by the Common Council, which such approval shall not be unreasonably withheld, and the delivery to the City of such documentation as the City may reasonably require to substantiate that the Surty will equal 120% of the budgeted costs of the remaining uncompleted Public Improvements.

Section 1.5. Secondary Crossing / Railroad Crossing. The City and Developer agree that the best practice is to provide secondary access to and from the Development for residents and visitors (the "Secondary Access"). Such Secondary Access shall adhere to normal street standards for connection to the public right of way; provided, however, that, subject to such street connection standards and all other applicable laws and requirements, Developer may design such connection in such a way to reduce the likelihood that the general public will confuse the internal private roads of the Development as public streets. The preferred Secondary Access would be a public railroad crossing at Getzen Street, which will require approvals by the state of Wisconsin. The City and Developer agree to act in good faith to seek approval and installation of the public railroad crossing. If approved, the railroad crossing would likely be installed as part of Phase II or Phase III of the Development, as mutually agreed to by the parties. The approval of Phase II and III is not contingent upon the state of Wisconsin approving the public crossing at Getzen Street. If the state of Wisconsin or any other government authorities or owner of the Railroad right-of-way do not approve the public crossing at Getzen Street, the Developer agrees to plan for a Secondary Access point along S. Lincoln Street as shown on the GDP Site plan. Developer understands and agrees that, notwithstanding the timing of the railroad crossing contemplated above, a Secondary Access point will be required for the Phase I of the Development prior to occupancy of any completed improvements located thereon. Developer agrees to pay all costs associated with the railroad crossing/Secondary Access point, whether incurred by the City or the Developer. If any costs associated with the railroad crossing/Secondary Access point are incurred by the City, the Developer agrees to pay the City the amount due within 30 days of the City providing an invoice to the Developer for such costs. In the event Developer fails to timely pay, in addition to and without limiting the City's other rights and remedies herein, the City shall have the payment remedies outlined in the second paragraph of Section 3 below.

Section 1.6. Deere Road Intersection. The Developer agrees that it shall pay all costs relating to all improvements of the intersection at Deere Road and South Lincoln Street (the "Deere/Lincoln Intersection") necessitated by the Development, whether completed by the Developer as part of the Public Improvements or completed by the City, including, without

limitation, the costs to install an electronic traffic signal at the Deere/Lincoln Intersection. If any such costs associated with the Deere/Lincoln Intersection are incurred by the City, the Developer agrees to pay the City the amount due within 30 days of the City providing an invoice to the Developer for such costs. In the event Developer fails to timely pay, in addition to and without limiting the City's other rights and remedies herein, the City shall have the payment remedies outlined in the second paragraph of Section 3 below.

2. DEVELOPMENT INCENTIVE.

Section 2.1. Issuance of Revenue Bond to Developer. Subject to the conditions set forth herein, as an inducement for and in consideration of Developer's construction of the Developer's Improvements, the City shall issue a Taxable Tax Increment Revenue Bond (the "Bond") pursuant to Section 66.0621, Wisconsin Statutes, to the Developer or its assigns, in a principal amount up to \$12,500,000. The Bond shall be in substantially the form set forth on Exhibit C hereto. The Bond shall bear interest at the rate of 0.00% per annum. The Bond shall mature and the City's obligation to repay all or any portion of the Bond shall terminate with the final payment made on October 1, 2038; provided, however, that such installment payments shall terminate prior to October 1, 2038 at such time as the Developer has been paid the face amount of the Bond. Installments of principal of the Bond shall be due and payable on October 1 of each year during the term of the Bond, commencing on the October 1 next following its issuance through and including the maturity date (each, a "Bond Payment Date"). The amount of the annual payment of principal due on each Bond Payment Date shall be equal to the Available Tax Increment (defined below).

"Available Tax Increment" means an amount equal to 55% of the annual gross tax increment revenues generated by the Property which is paid by the owner thereof and received and retained by the City in accordance with the TID Law as of August 31 of the same year in which an installment of the Bond is due.

The payments on the Bond are to reimburse the Developer for the costs of constructing the Developer's Improvements on the Property and costs of the City's consultants in connection with amendment of the District and the preparation of this Agreement as further described herein. Developer understands that all of those costs must be paid for by Developer up front and that Developer will be reimbursed for those costs only if the development on the Property creates Available Tax Increment and such Available Tax Increment is appropriated by the Common Council to payment of the Bond. Subject to the conditions in Section 2.4 below, payments will be made each year by the City on the Bond from Available Tax Increment but only to the extent such Available Tax Increment exists and only if appropriated by the Common Council. If there is no Available Tax Increment, then no payment is due on the Bond.

If, after October 1, 2038, there remain amounts of the Bond unpaid, the Bond shall be deemed paid in full, the obligation of the City to make any further payment shall terminate, and the Developer shall have no right to receive any further payment. The City makes no representation or covenant, express or implied, that Available Tax Increment will be generated or that it will be sufficient to pay the Bond, in whole or in part. The City's obligation to make payments on the Bond is limited to Available Tax Increment and is further subject to annual appropriation by the Common Council. All Available Tax Increment received by the City after October 1, 2038 or after the Bond has been paid in full, whichever comes first, may be used by the City for any legally permitted purpose, in its sole discretion.

If for any reason the District terminates (other than by voluntary action of the Common Council) prior to the final payment date, and there remain amounts outstanding and unpaid on the Bond, then the remaining balance on the Bond shall be deemed paid in full, it being understood that upon such termination of the District, the obligation of the City to make any further payments on the Bond shall also terminate. The City shall have no obligation to pay any amount of the Bond which remains unpaid upon termination of the District, and the owner of the Bond shall have no right to receive payment of such amounts.

The Bond is subject to prepayment in whole or from time to time in part, at any time, at the option of the City.

Section 2.2. City Covenants. The City covenants that:

(a) it fully expects and anticipates that to the extent Available Tax Increment is generated and received by the City, it will appropriate such Available Tax Increment to the payment of the Bond.

(b) if its proposed annual budget does not in any year provide for appropriation of Available Tax Increment to payment of the Bond, it will notify in writing delivered by hand or courier delivery, or sent by registered or certified mail, the Developer of that fact at least ten (10) days prior to the date the budget is presented to the Common Council for final approval;

(c) it shall take no action to dissolve the District prior to the payment of all principal of the Bond or October 1, 2038, whichever comes first;

(d) provided the Developer is not in Default under this Agreement, if in any year the City does not appropriate the full installment of Available Tax Increment to the Bond, the City will not use any annual gross tax increment revenues generated by the Property to pay any debts or obligations of the City until the earlier of (a) the City pays the full annual installment on the Bond or (b) one year after receipt of the Available Tax Increment; and

(e) the City will not enter into any new contract to pay new project costs in the District unless its financial advisor delivers a cash flow model to the Common Council showing that the tax increment generated by the proposed project will be sufficient to pay the costs of the project.

Section 2.3. Conditions on Issuance of Bond. The Bond shall be issued to the Developer only when all of the following conditions have been met: (a) the State of Wisconsin Department of Revenue has certified the amendment of the District and (b) the Developer has initiated construction of the Developer's Improvements on the Property.

Section 2.4. Conditions on Payment. Each installment payment of the Bond shall be paid to the Developer only if, and when, all of the following conditions have been met:

- (i) Available Tax Increment exists;
- (ii) the Common Council has appropriated such Available Tax Increment to the payment of the Bond;
- (iii) the Developer shall not have violated any of its obligations under this Agreement;

- (iv) the Developer shall be in compliance with all City municipal ordinances; and
- (v) the Developer has paid all monetary obligations to the City in connection with the Property and this Agreement including, but not limited to, any reimbursement of costs associated with the railroad crossing/Secondary Access point and the Deere/Lincoln Intersection.

Section 2.5. Payment of Property Taxes; No Transfers to Tax-Exempt Entity.

(a) Developer shall timely pay all real or personal property taxes levied or imposed by the State of Wisconsin, Walworth County or the City against all or any portion of the Property, provided that the Developer shall have the right to contest the same in accordance with applicable law. The City agrees to uniformly apply tax assessment procedures and practices with respect to the Property in accordance with the City's historic practices consistently applied, and state law regarding property tax assessments.

(b) Developer acknowledges and agrees that neither the Property nor any part thereof or interest therein shall be sold, transferred, assigned, gifted, owned, or conveyed in any way to any person, partnership, organization, or entity that is all or partially exempt from federal or State of Wisconsin income taxes or real or personal property taxes, without the express prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion; provided, however, nothing hereunder shall prohibit the Developer from selling a portion of property to non-exempt person, partnership, organization, or entity and such portion shall continue to be included as part of the Property for determining the Available Tax Increment..

(c) Developer acknowledges that the City is relying upon the Developer's real property taxes to generate (i) the City's normal share of pre-development taxes and (ii) the City's full share of tax increment resulting from development, to fund other eligible projects in the District. As a result, the Developer agrees that neither the Developer nor any existing or future entity or partnership of the Developer (collectively, "Developer Affiliates") will pursue, assist, support, or be involved in any federal, state, or local, judicial, legislative, or regulatory action or process that seeks, directly or indirectly, to prohibit, set aside, or limit the taxability of all or any portion of the Property on any basis whatsoever, and the Developer for itself and on behalf of the Developer Affiliates if any, and each of their respective successors in interest, waives any and all rights thereto to the contrary.

Section 2.6. Payment of Consultant Fees. Developer agrees to pay the cost of the City's consultants, including financial advisory and legal fees (the "Consultant Fees"), incurred in connection with the amendment of the District that relate to this Development and creation of this Agreement. In order to facilitate the payment of the Consultant Fees, prior to or simultaneous with the execution of this Agreement, the Developer will deposit the sum of Fifty-Five Thousand Dollars (\$55,000.00) with the City (the "Initial Deposit"). The City shall hold the Initial Deposit in escrow and disburse said funds only to pay the Consultant Fees. Consultant Fees shall be paid within fifteen (15) days from the date of receipt of an invoice. The City shall ensure that its consultants, including financial and legal consultants, charge the same rates for the services that will be paid for hereunder

as the consultants customarily charge the City for similar services. The total Consultant Fees charged to the Developer shall not exceed \$75,000.

Developer's obligation to pay Consultant Fees is not limited to the amount of the Initial Deposit and in the event the Initial Deposit is insufficient to cover the Consultant Fees, the Developer will be invoiced directly for any additional costs and shall pay said costs within fifteen (15) days of the date of receipt of the invoice. In the event the Initial Deposit is greater than the amount of Consultant Fees, the City shall return any remaining funds to the Developer once all Consultant Fees have been paid in full. In the event Developer fails to timely pay, in addition to and without limiting the City's other rights and remedies herein, the City shall have the payment remedies set forth in the second paragraph of Section 3 below.

Payment of the Consultant's Fees is not contingent on Developer obtaining desired approvals for the Property.

3. DEFAULT.

In the event that either the City or the Developer defaults under any material terms or conditions of this Agreement, the defaulting party shall be responsible for all damages, reasonable costs, and expenses incurred by the nondefaulting party by reason of such default including, but not limited to, any reasonable legal expenses incurred by the nondefaulting party. The rights and remedies of the nondefaulting party shall not be limited to those, if any, specified in this Agreement, but the nondefaulting party shall have all rights and remedies to which it may be entitled, either at law or in equity.

In addition to and without limiting the City's other rights and remedies herein, in the event the Developer fails to timely make any required payment to or on behalf of the City as set forth therein (in each case, the "Missing Payment"), then the City shall have the right, but not the obligation, to provide a notice of failure to pay and right to cure to Developer. Upon said notice, Developer shall have sixty (60) days to make the Missing Payment. If Developer fails to make the Missing Payment after such 60-day notice period, Developer hereby consents to the entry of a judgment in favor of the City, and against Developer, in Walworth Circuit Court, for the amount of the Missing Payment (or such lesser amount if a partial payment was made). The City then shall have the express right to see execution of the judgment pursuant to Chapter 815 of the Wisconsin Statutes relating to execution against the property of Developer. In addition to the rights detailed in this paragraph, the City shall have the right, in the event of a Missing Payment, to attach a lien in the amount of such Missing Payment (or such lesser amount if a partial payment was made) to the Property, which lien shall run with the land, and the City may exercise any remedies available in law or in equity to enforce such lien, including, but not limited to, foreclosure.

4. ASSIGNMENT OF AGREEMENT.

This Agreement shall not be assignable by the Developer, without the prior written consent of the City, except that the Developer may make a collateral assignment of this Agreement to its lender as part of a mortgage on the Property, subject to all terms and conditions of this Agreement.

5. FORCE MAJEURE.

For the purposes of any provisions of the Agreement, a party shall not be considered in breach or default of its obligations in the event of delay in the performance of such obligations to

the extent due to a Force Majeure event. As used herein, "Force Majeure" means any event that (i) renders it impossible for the affected party to perform its obligations under this Agreement, (ii) is beyond the reasonable control of the affected party, (iii) is not caused by the intentional misconduct or recklessness of the affected party, and (iv) cannot be avoided by the exercise of due diligence by the affected party, including the expenditure of a commercially reasonable sum of money. Subject to the satisfaction of the conditions set forth in clauses (i) through (iv) of the foregoing definition, Force Majeure shall include, without limitation: (A) strikes or other labor conflicts that are not motivated by the breach of any other contract on the part of the affected party, strikes or other labor disputes that cause the delay of any major equipment supplied by a third party, a lockout, industrial dispute or disturbance; (B) civil disturbance, an act of a public enemy, war (whether or not declared), a riot, blockage, insurrections, terrorism, uprisings, sabotage and commercial embargoes against the United States of America (or against any other country if it impacts the delivery of any major equipment supplied by a third party); (C) an epidemic or pandemic; (D) natural phenomena such as hurricane, tornado, landslide, lightning, windstorm, earthquake, explosion, storm, flood; (E) fires; (F) inability to obtain or a delay in obtaining easements, rights-of-way or permits (provided such delay or inability was not caused by the party claiming Force Majeure); (G) acts, failures to act or orders of any kind of any governmental authority acting in its regulatory or judicial capacity (provided that the party claiming Force Majeure did not create or contribute to such act, failure or act or order); (H) the inability of any of the parties hereto, despite having exercised its commercially reasonable efforts, to obtain in a diligent and proper manner any permits necessary for such party's compliance with its obligations under this Agreement; (I) transport accidents, whether they be maritime, rail, land or air; (J) equipment failure or equipment damage (provided such failure or damage was not caused by the intentional misconduct or recklessness of the party claiming Force Majeure); and (K) a material change in law or any other cause, whether enumerated herein or otherwise, not within the control of the party claiming Force Majeure, which precludes that party from carrying out, in whole or in part, its obligations under this Agreement. Force Majeure with respect to a party shall not include any of the following events: (1) financial difficulties of such party; (2) changes in market conditions affecting such party; or (3) delay in the compliance by any contractor or subcontractor of such party, except where such delay under (1), (2) or (3) is caused by circumstances which would otherwise constitute Force Majeure under this Agreement if such party were the affected person.

6. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the successors and assigns of the Developer and shall run with the land; however, this provision shall not constitute an authorization for the Developer to assign or transfer its rights and obligations under this Agreement.

7. MISCELLANEOUS

Section 7.1 Recording. The Developer shall cause this Agreement (or, at the option of the City, a short form memorandum of this Agreement), executed by both the Developer and the City, to be recorded with the Register of Deeds of Walworth County, Wisconsin. If applicable, such memorandum shall be in form and substance reasonably acceptable to the City and the Developer, and shall contain a description of the Property, the existence of this Agreement, a statement that assignee or purchaser or transferee of any portion of the Property shall be bound by the terms and conditions of this Agreement, the City's lien rights with respect to Missing Payments as set forth

in the second paragraph of Section 3 above, and any other information that the City reasonably requests. This Agreement (or memorandum as the case may be) shall either be recorded prior to any mortgages or liens on the Property or Developer shall provide the City with subordination agreements in form and substance reasonably acceptable to the City which have been executed by the holder(s) of any mortgages or liens affecting the Property as of the date or recording of this Agreement (or memorandum as the case may be) which subordinates such mortgage(s) and lien(s) to this Agreement

Section 7.2 Notices. All notices hereunder must be in writing and must be sent by either (i) United States registered or certified mail (postage prepaid), or (ii) by an independent overnight courier service, addressed to the addresses specified below:

Notices to Developer:

Thomas Larson
President
N7152 Bowers Road
Elkhorn, WI 53121

with a copy to:

Robert Procter
Axley Brynerson, LLP
2 E Mifflin St., Ste 200
Madison, WI 53703

Notices to the City:

Adam G. Swann
City Administrator
311 Seymour Ct.
Elkhorn, WI 53121

with a copy to:

Lacey Reynolds
City Clerk
311 Seymour Ct.
Elkhorn, WI 53121

Notices given by mail are deemed delivered within (3) three business days after the party sending the notice deposits the notice in the United States Post Office. Notices delivered by courier are deemed delivered on the next business day after the party delivering the notice timely deposits the Notice with the courier for overnight (next day) delivery.

Section 7.3 No Personal Liability. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the City have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

Section 7.4 Waiver; Amendment. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Developer, and then only to the extent specifically set forth in writing. Nothing contained in this Agreement is intended to or

has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

Section 7.5 Entire Agreement. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.

Section 7.6 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of Developer and the City, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to construction of the Developer's Improvements.

Section 7.7 Severability. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent by law.

Section 7.8 Governing Law. This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Agreement must be brought in Walworth County, Wisconsin.

Section 7.9 Time is of the Essence. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor.

Section 7.10 Relationship of Parties. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the City and Developer.

Section 7.11 Captions and Interpretation. The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.

Section 7.12 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties.

Section 7.13 Joint and Several Obligations. If Developer consists of more than one entity, each such entity shall be jointly and severally liable for the payment and performance of all obligations of Developer under this Agreement and the City may bring suit against each such entity, jointly or severally, or against any one or more of them.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the first paragraph of this Agreement.

CITY OF ELKHORN

By: _____
Mayor

By: _____
City Clerk

CREEKSIDE COMMUNITY DEVELOPMENT, LLC

(Developer) (SEAL)

By: _____
Title: _____

By: _____
Title: _____

STATE OF WISCONSIN)
)ss
_____ COUNTY)

Personally came before me this ____ day of _____, 2023 the above named _____, Mayor, and _____, City Clerk to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin

My Commission expires

STATE OF WISCONSIN)
)ss
_____ COUNTY)

Personally came before me this ____ day of _____, 2023, the above named _____ and _____ to me known to be the persons who executed foregoing instrument and acknowledged the same.

Notary Public, Wisconsin

My Commission expires

EXHIBIT A
TO
DEVELOPMENT AGREEMENT

Description of Property

Part of Section 6, Township 6 North, Range 17 East: Commencing at the point of intersection of East line of South Lincoln Street and the Southerly Right-of-Way of the Railroad; Thence S 53° 45' west to Section Line and the Point of Beginning; Thence South to 1/8 Section line; Thence East along said 1/8 line to the 1/4 Section Line; Thence North to the Southerly Right-of-Way line of the Railroad; thence Northerly to a point that is 523.33 Southeasterly of the Intersection of the Southerly line and the easterly Right-of Way line of South Lincoln Stret; Thence South, 666.18'; Thence West 522' to the Point of Beginning

Excluding Right-of-way as described in Vol 101, Page 916, and Excluding Land described in Volume 235, page 249, in the Walworth County Courthouse, City of Elkhorn, Wisconsin.

EXHIBIT B-1
TO
DEVELOPMENT AGREEMENT

Developer's Improvements - Site Plan

[ATTACHED]

COPY

EXHIBIT B-2
TO
DEVELOPMENT AGREEMENT

Developer's Improvements - Building Plans

[ATTACHED]

COPY

EXHIBIT B-3
TO
DEVELOPMENT AGREEMENT

Developer's Improvements - Phasing Plan

[ATTACHED]

COPY

EXHIBIT C
TO
DEVELOPMENT AGREEMENT

(Form of Tax Increment Revenue Bond)

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF WALWORTH
CITY OF ELKHORN

TAXABLE TAX INCREMENT REVENUE BOND
(TERONOMY BUILDERS, INC. PROJECT)

<u>Number</u>	<u>Interest Rate</u>	<u>Date of Original Issue</u>	<u>Principal Amount</u>
R-1	0.00%	_____, 20__	[_____]

FOR VALUE RECEIVED, the City of Elkhorn, Walworth County, Wisconsin (the “City”), promises to pay to Creekside Community Development, LLC, or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the Principal Amount stated above.

This Bond is issued to finance projects which are a part of the City’s mixed-use development utility, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the “Special Redemption Fund.” This Bond is issued pursuant to a resolution adopted on _____, 2023 by the Common Council of the City (the “Resolution”) and the Development Agreement dated _____, 2023 between the City and Creekside Community Development, LLC (the “Development Agreement”). This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. This Bond shall be payable solely from Available Tax Increment (as defined below) received by the City with respect to its Tax Incremental District No. 4 (the “TID”) which is appropriated by the Common Council to the payment of this Bond (the “Revenues”). Reference is hereby made to said Development Agreement and Resolution for a more complete statement of the revenues from which and conditions under which this Bond is payable, and the general covenants and provisions pursuant to which this Bond has been issued.

This Bond shall mature and the City’s obligation to repay all or any portion of this Bond shall terminate with the final payment made on October 1, 2038 (the “Maturity Date”). Installments of principal on this Bond shall be due and payable on October 1 of each year, commencing October 1, 20__ through and including the Maturity Date (each, a “Bond Payment Date”). The amount of the annual payment of principal due on each Bond Payment Date shall equal Available Tax Increment (as defined below).

“Available Tax Increment” means an amount equal to 55% of the annual gross tax increment revenues generated by the Property (as defined in the Development Agreement) which is paid by the owner thereof and received and retained by the City in accordance with the TID Law (as defined in the Development Agreement) as of August 31 of the same year in which an installment of the Bond is due.

If on any Bond Payment Date there shall be insufficient Revenues to pay the principal due on this Bond, the amount due but not paid shall accumulate and be payable on the next Bond Payment Date until the final Bond Payment Date.

If after making the payment due on the final Bond Payment Date, there remain amounts outstanding and unpaid on the Bond, then the remaining balance of principal of the Bond shall be deemed paid in full, it being understood that upon making the payment due on the final Bond Payment Date, the obligation of the City to make any further payments on the Bond shall terminate. The City shall have no obligation to pay any amount of principal on this Bond which remains unpaid after the final Bond Payment Date and the owner of this Bond shall have no right to receive payment of such amounts.

If (other than because of voluntary resolution of the Common Council) the TID terminates prior to the Maturity Date, and there remain amounts outstanding and unpaid on the Bond, then the remaining balance of principal of the Bond shall be deemed paid in full, it being understood that upon such termination of the TID, the obligation of the City to make any further payments on the Bond shall also terminate; provided, however, that any amounts on deposit in the Special Redemption Fund on the effective date of such termination shall be applied to pay principal on the Bond. Thereafter, the City shall have no obligation to pay any amount of principal on the Bond which remains unpaid upon termination of the TID and the owner of the Bond shall have no right to receive payment of such amounts.

This Bond is subject to prepayment in whole or from time to time in part at any time, at the option of the City.

THE CITY MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE AVAILABLE TAX INCREMENT OR REVENUES WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND PAYABLE HEREUNDER.

THE CITY'S PAYMENT OBLIGATIONS HEREUNDER ARE SUBJECT TO FUTURE ANNUAL APPROPRIATION BY THE COMMON COUNCIL OF AVAILABLE TAX INCREMENT OR OTHER AMOUNTS TO MAKE PAYMENTS DUE ON THIS BOND.

THIS BOND IS A SPECIAL, LIMITED REVENUE OBLIGATION AND NOT A GENERAL OBLIGATION OF THE CITY, AND IS PAYABLE BY THE CITY ONLY FROM THE SOURCES, TO THE EXTENT, AND SUBJECT TO THE QUALIFICATIONS STATED OR REFERENCED HEREIN. THIS BOND IS NOT A GENERAL OBLIGATION OF THE CITY, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWERS OF THE CITY ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THIS BOND, AND NO PROPERTY OR OTHER ASSET OF THE CITY, EXCEPT THE ABOVE-REFERENCED REVENUES, IS OR SHALL BE A SOURCE OF PAYMENT OF THE CITY'S OBLIGATIONS HEREUNDER.

This Bond is issued by the City pursuant to and in full conformity with the Constitution and laws of the State of Wisconsin.

This Bond may be transferred or assigned only as provided in the Development Agreement. In order to transfer or assign the Bond, the transferee or assignee shall surrender the same to the City either in exchange for a new fully registered bond or for transfer of this Bond on the registration records for the Bond maintained by the City. Each permitted transferee or assignee shall take this Bond subject to the foregoing conditions and subject to all provisions stated or referenced herein.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Common Council of the City of Elkhorn, Walworth County, Wisconsin, has caused this Bond to be signed on behalf of said City by its duly qualified and acting Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF ELKHORN,
WALWORTH COUNTY, WISCONSIN

(SEAL)

By _____
Mayor

By _____
City Clerk

REGISTRATION PROVISIONS

This Bond shall be registered in registration records kept by the City Clerk of the City of Elkhorn, Walworth County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this Bond may thereafter be transferred only upon presentation of this Bond together with a written instrument of transfer approved by the City and duly executed by the Registered Owner or his attorney, such transfer to be made on such records and endorsed hereon.

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of City Clerk</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FEBRUARY 13, 2025

To: City of Whitewater

From: John Weidl, City Manager

Subject: Addressing Misconceptions on TIF and School Funding

Council Members and CDA Members,

As discussions continue regarding Whitewater's use of Tax Increment Financing (TIF), I want to ensure that we address misinformation regarding its impact on school funding. The report *Tax Incremental Financing Districts – The Fiscal Impact on School Districts* provides a clear, data-driven analysis showing that TIF does not reduce school funding but instead strengthens long-term financial stability for schools. Below are the key takeaways relevant to our ongoing discussions.

TIF Does Not Reduce School District Funding

Claim: TIF districts take money away from schools, forcing school districts to raise taxes or cut services.

Reality:

- School districts continue receiving per-pupil state aid while a TIF is active, ensuring their funding remains stable.
- Schools still collect full tax revenue on the base value of properties in a TIF district. Only the new tax increment is temporarily allocated to TIF-related improvements.
- When a TIF district closes, the expanded tax base results in a permanent increase in school district funding.

Key Takeaway: TIF does not take away existing school funding. It enables long-term tax base growth that directly benefits schools.

Schools Benefit from TIF When a District Closes

Claim: Schools lose out on tax revenue while a TIF district is active.

Reality:

- Once a TIF district closes, all new property tax revenue flows to the school district and other taxing entities.
- TIF districts prevent stagnation in property values and school funding by ensuring that new development occurs.
- Case studies from the DeForest and Johnson Creek School Districts show that when TIFs close, school revenue increases significantly.

Key Takeaway: School districts benefit financially when a TIF closes, ensuring stronger long-term funding.

The School Aid Formula Adjusts for TIF Impact

Claim: TIF districts reduce state aid to schools.

Reality:

- Wisconsin's school funding formula accounts for TIF, ensuring that school districts do not lose state aid due to a municipality's TIF activity.
- There may be a one-year lag in aid adjustments after a TIF closes, but school districts receive a long-term gain in local tax revenue.
- A larger tax base reduces reliance on state equalization aid over time, creating more stable funding.

Key Takeaway: Wisconsin's school funding formula prevents school districts from losing funding due to TIF.

Rejecting TIF Would Hurt School Districts in the Long Run

Claim: Eliminating TIF would increase school funding.

Reality:

- Without TIF, fewer developments would occur, leading to slower tax base growth and less long-term revenue for schools.
- Municipalities that rejected TIF have experienced tax base stagnation, forcing homeowners to absorb more school funding costs.
- Schools benefit most when new development expands the tax base. Rejecting TIF would limit Whitewater's ability to grow and generate new revenue for education.

Key Takeaway: Without TIF, school districts would face slower tax base growth and increased reliance on local taxpayers.

Final Assessment

TIF is a long-term investment in school funding, not a financial drain. The evidence confirms:

- TIF does not reduce school funding—state aid and base tax revenues remain intact.
- When a TIF closes, schools receive a financial windfall from the expanded tax base.
- Wisconsin's school funding formula ensures TIF districts do not negatively impact aid allocations.
- Rejecting TIF would slow school revenue growth and increase reliance on homeowners to fund education.

I encourage you to use this information in public discussions to address misinformation. If you need additional clarification or further analysis, I am available to provide it.

Best, - JSW



John S. Weidl

City Manager, City of Whitewater

Tax Incremental Financing Districts The Fiscal Impact on School Districts

WASBO Spring Conference

Thursday, May 22, 2014

9:40am – 10:40am



Presenters

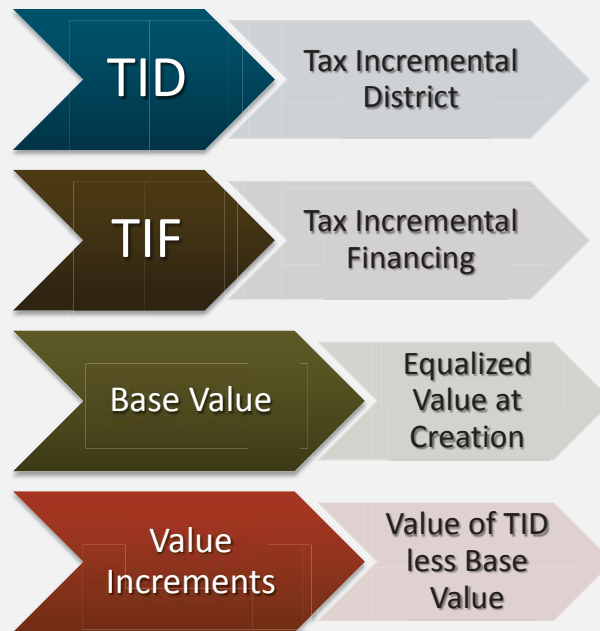
Lisa M. Voisin, Director
Robert W. Baird

- 414-765-3801 (office)
- 414-828-8794 (cell)
- lvoisin@rwbaird.com

Diane Pertzborn, Director of Business/Auxiliary Services
Deforest Area School District

- 608-842-6504 (office)
- dpertzborn@deforestschoools.org

What is a TID?



3

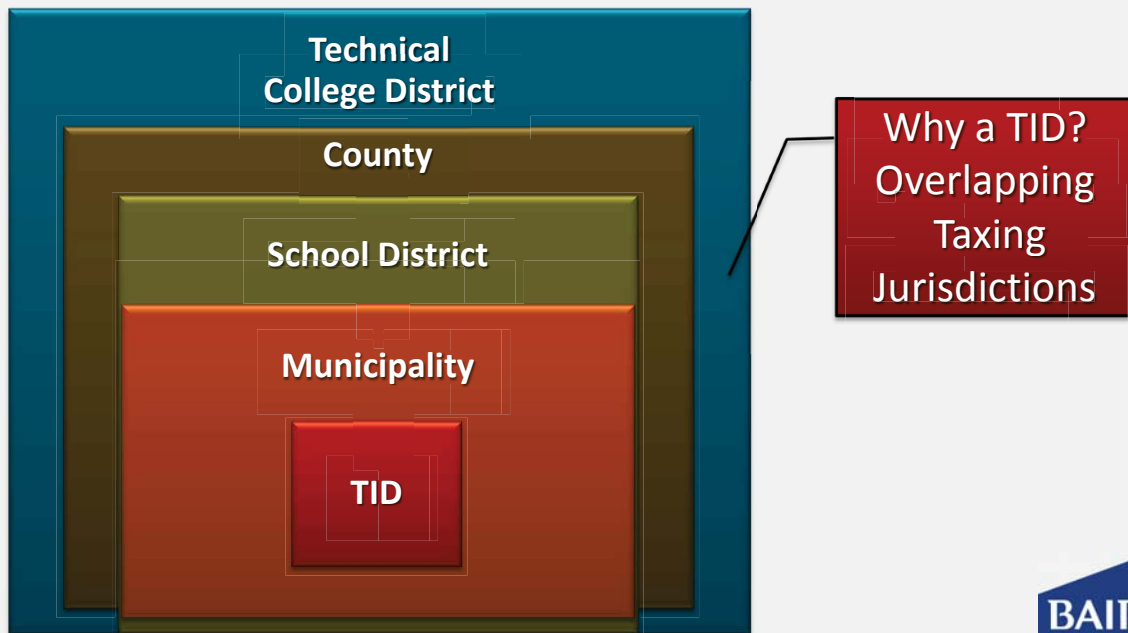
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What is a TID?

- Contiguous geographic area within a municipality
- Administered by the municipality while benefiting all overlapping taxing entities
- Used to attract and facilitate economic development
 - Installation of infrastructure
 - Acquisition of land
 - Payment of development incentives
- Municipal investment is repaid over time by capturing increased property tax revenue generated within the district

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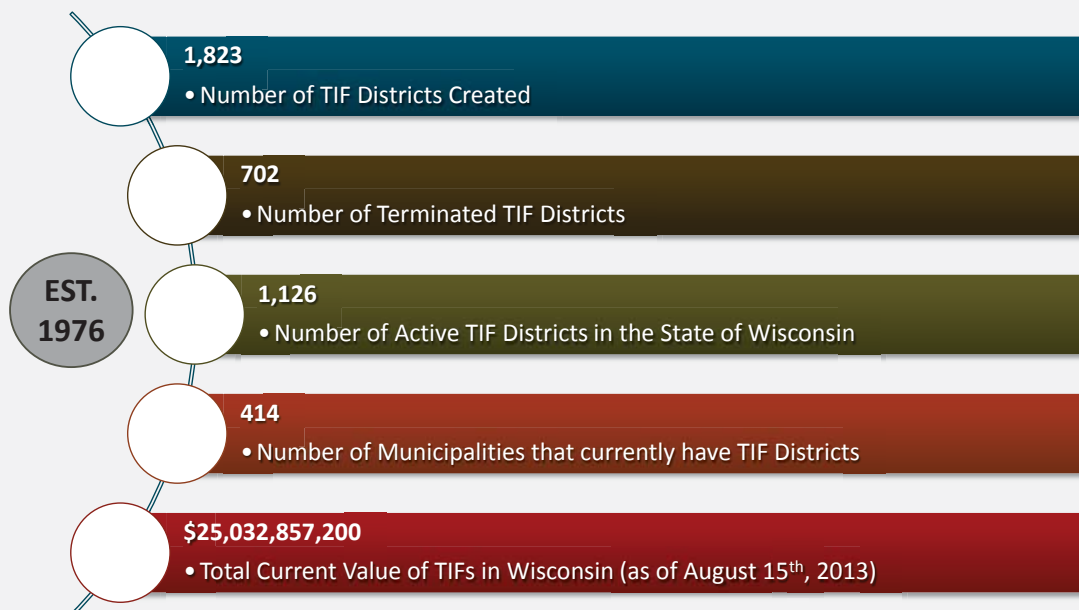
What is a TID?



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5

Wisconsin TID Quick Facts



BAIRD

Why Create a TID?

- Attract new private development that would otherwise not occur “but for” the TID to expand tax base
 - This test asserted through a municipal resolution
- Share costs with:
 - Municipality
 - School district
 - Technical college district
 - County
- Tax increment revenues based on full tax rate to offset TID project costs
- Once TID is closed, all taxing districts benefit from expanded tax base and fund balance

The logo for BAIRD, consisting of the word "BAIRD" in white, uppercase, sans-serif font, set against a dark blue parallelogram background.

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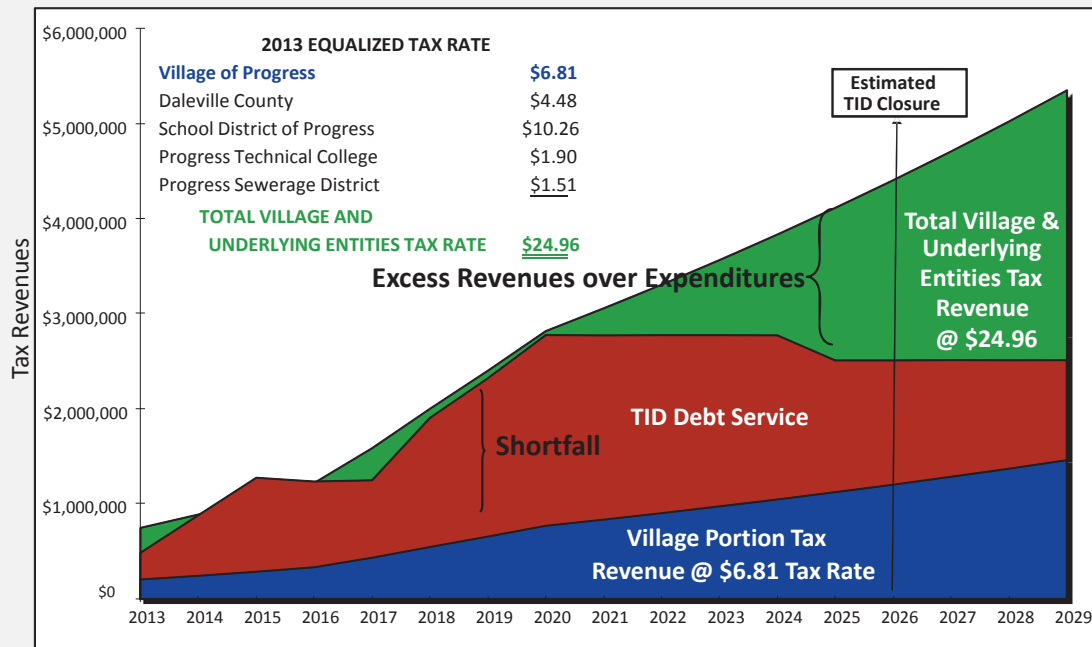
Risks of a TID

- Anticipated development does not occur or is delayed
- Over-investing in infrastructure
- Reduced revenues if tax rate goes down
- What if TID revenues fall short?
 - Amend project plan to allow support from donor TID (with several statutory limitations)
- **OR**
 - The taxpayers in the municipality must support project costs
 - municipal-wide tax levy or application of cash from general fund (or some other source)
- **OR**
 - Designate as a distressed TID
 - Extends maximum life
- Municipalities creating a TID must be willing to accept the possibility that it may not produce the desired results

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Tax Allocation

Hypothetical Tax Incremental Revenues

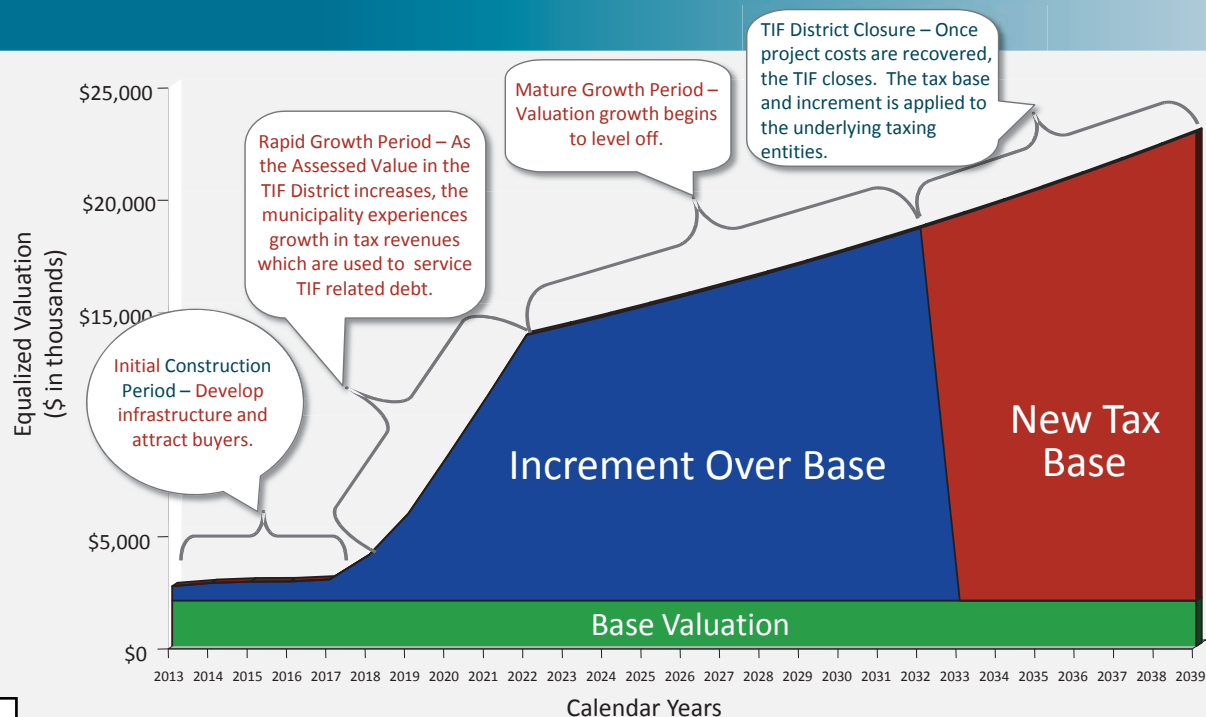


The hypothetical example is for illustrative purposes only.

9

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Example TID Lifecycle



Calendar Years

10

Item 18.

The hypothetical example is for illustrative purposes only.

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Types of TIDs

City or Village

- Blight (most common)
- Rehabilitation/Conservation
- Industrial
- Mixed-use

Town

- Tourism, agriculture and Forestry (TAF) district
- Cooperative TID

All Municipalities

- Environmental TID

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City or Village Blighted TID

- Blight, Rehabilitation or Conservation Districts
 - At least fifty percent of the TID area is considered to be a:
 - “Blighted area”
 - In need of “rehabilitation or conservation” work
 - No more than 25% of land within the district can be vacant for the preceding seven years
 - Maximum Life: 27 Years
 - Maximum Life Extension: 30 Years with Joint Review Board Approval
 - Expenditure Period: 22 Years

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Act 193 TID Law Changes

Effective April 6, 2014

- **Summary**

- Expands the authority for certain towns to create Tax Incremental Districts (TIDs)
- Regular TIDs can now allocate increments to Environmental Remediation TIDs
- Allows Towns to create TID for annexed town land
- Energy systems are now taxable when in a TID on January 1, 2014

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Act 183 TID Law Changes

Effective April 4, 2014

- **Summary**

- Municipalities can request the Wisconsin Department of Revenue (DOR) to re-determine a Tax Incremental District (TID) **base value** that is in a decrement situation
- New valuation has gone below the base value.
- Has to be two consecutive years of 10% or more decrease, the most recent years.

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Act 145 TID Law Changes

Effective March 24, 2014

- **Summary**

- Technical College Revenue going down due to shift from taxes to state aid - \$0.89 on Mill rate.
- Will affect Incremental Revenues collected 2015 and after.

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TID Creation Requirements

- The “But For” test
 - Would the expected development occur without the use of tax increment financing?
- Equalized value limitation
- Whole parcels
- Contiguous geographic area
- Project Plan
- Public Hearing
- Plan Commission approval
- Council/Board approval
- Joint Review Board approval
- DOR Certification

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The Joint Review Board

- The “JRB” approves a TID by a majority vote based on the following criteria:
 - The development expected in the TID would **not** occur without the use of tax incremental financing (“but for test”);
 - The economic benefits of the tax incremental district are sufficient to compensate for the cost of the improvements; and
 - The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing districts.

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Equalized Value Test

City or Village TID:

- Equalized value of the proposed TID plus the value increment of all existing TIDs may not exceed 12% of the municipality’s total equalized valuation (TID-In)

12% Statutory Test Limit		
2013 Total Equalized Valuation (TID-In)	\$100,000,000	100.00%
12% of Total Equalized Valuation (TID-In)	\$12,000,000	12.00%
Total 2012 TID Increment	<u>\$4,000,000</u>	<u>4.00%</u>
Remaining Capacity	<u>\$8,000,000</u>	<u>8.00%</u>

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TID Termination

- A municipality must terminate a TID:
 - When the municipality has received aggregate tax increments that equal all project costs delineated under the project plan (and its associated amendments)
 - The maximum life of the TID
 - The local legislative body dissolves the District via resolution

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TID Termination

TID Balance Summary	
TID Revenues	
2013 Estimated Cumulative Balance in TID Fund	\$573,218
2014 Estimated TID Revenue	\$792,018
Estimated Investment Earnings	\$12,000
Total Revenue	<u>\$1,377,236</u>
Debt Service Expenses	
Final Debt Payment	(\$10,087)
Payoff Remaining Debt	(\$676,564)
Total Expenses	<u>(\$686,651)</u>
Total Residual Funds	<u><u>\$690,586</u></u>

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TID Termination

Breakout of Residual Funds to Overlying Tax Districts

TAX DISTRICT	ALLOCATION	RESIDUAL FUNDS
City	43.29%	\$298,936
School District	41.85%	\$288,976
Technical College	5.68%	\$39,209
County	9.19%	\$63,464
TOTAL	100.00%	\$690,586

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The hypothetical example is for illustrative purposes only.

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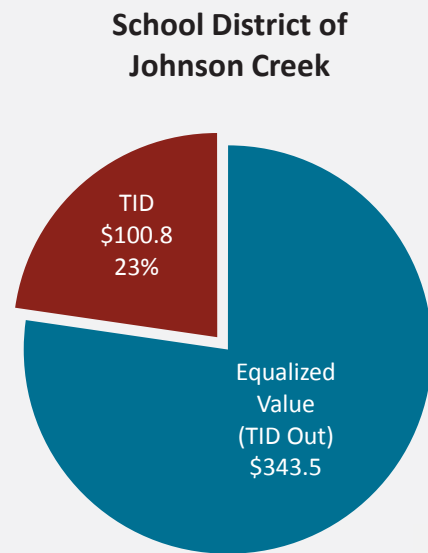
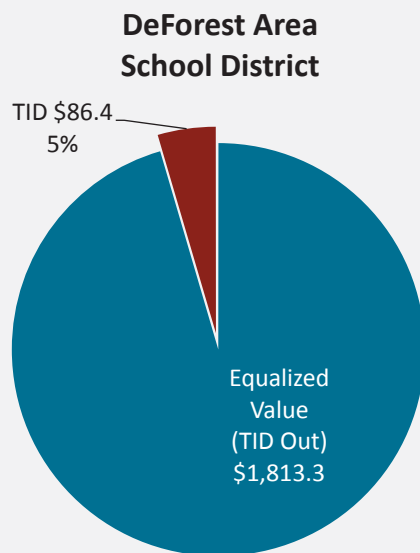
TID Fiscal Impact on School Districts

- Throughout the life of the TID District
 - No direct impact on taxes
 - Increases economic growth, employment, population, enrollment
 - Other development near TID may occur
 - Retention of tax base that might have been abandoned or decreased in value without new development
- At closure of the TID District
 - Additional property tax base
 - Reduction in Mill Rate (first year)
 - Reduction in State Aid (one-year lag)
 - Hold Harmless?
 - Disbursement of TIF residual funds

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Case Studies

2013 Equalized Valuation



\$ in millions.
Source: Wisconsin Department of Revenue

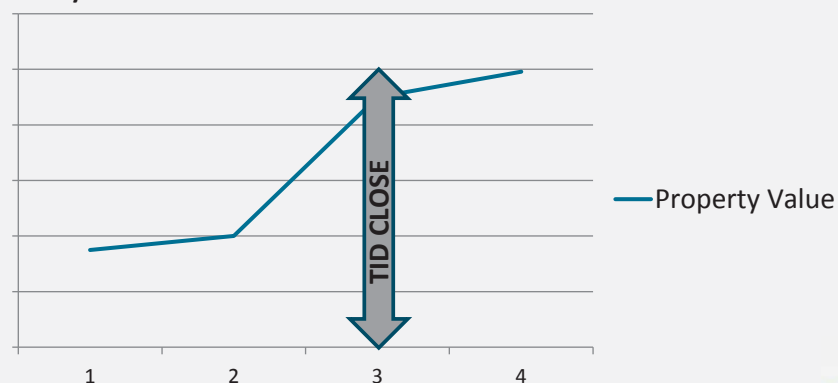
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Case Study

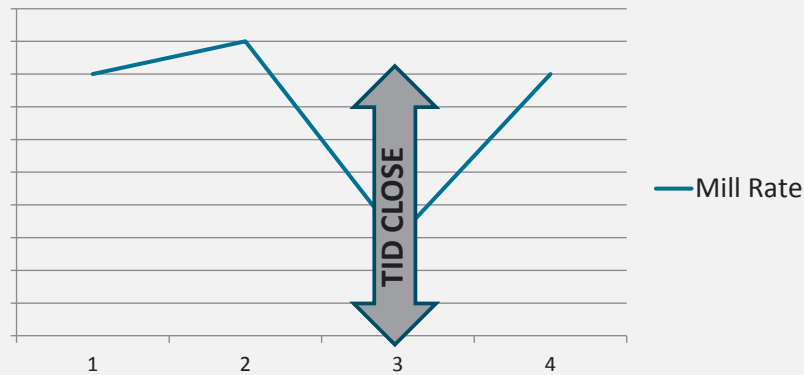
DeForest Area School District

- TID Closure in Year 3 increased valuation significantly
- Strategies to address
- Planning is Key



Case Study DeForest Area School District

- TID Closure in Year 3 reduced mill rate significantly
- Strategies to address – Keep Levy/Mill “flat”
- Planning is Key



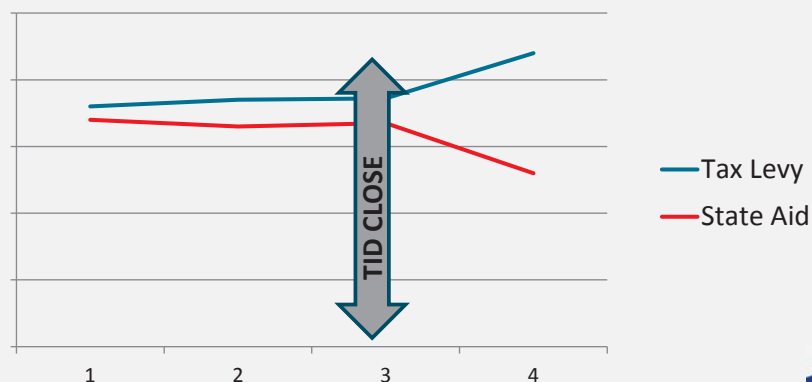
The hypothetical example is for illustrative purposes only.

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Case Study DeForest Area School District

- One year lag in aid loss causes levy to increase **in year 4**
- Strategies to address – Payoff Debt in year 4 with Residual?
- Planning is Key



The hypothetical example is for illustrative purposes only.

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Case Study DeForest Area School District

- Stay in contact with your local municipalities
 - Review annual financial information (due to district by May 01)
 - Be aware of important dates
 - Last date to incur project costs, final dissolution date
 - Note difference in fiscal years, timing of closeout, transfer of cash, property addition
- Planning is the key
 - Understand the aid impact
 - Think in terms of multiple years: residents may not remember a drop in mill rate, but they will notice an increase!
 - Use the terms Mill Rate and Levy to communicate your message
 - Consider sharing information as part of annual meeting
- Can be political, be prepared

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Case Study Johnson Creek School District

- Two TIDs
- Originally scheduled to close in 2022 and 2023
- Current 2013 valuation of \$100 million or 23% of the total TID-in valuation of \$444 million
- Due to recent economic conditions the decision was made to designate one TID as a “Distressed TID” and the other as a “Donor TID”
 - These actions extend the life of the TIDs up to 10 years
- Eventually the past success in the TIDs will add over 35% to TID-out valuation
- Successful School District 2014 Referenda

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PLANNING IS KEY



Questions?



Disclosures

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Council Agenda Item

Meeting Date: February 20, 2025

Agenda Item: 401 S Elizabeth Street /WUP 00215

Staff Contact (name, email, phone): Allison Schwark, Zoning Administrator/Code Enforcement

BACKGROUND

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

The City of Whitewater Middle School seeks to rezone their current parcel of land located at 401 S Elizabeth Street to Institutional Zoning so that they may place new commercial signage on site at the school.

The proposed signage would be a monument style sign with an electronic message center unit on each side of the sign that could display digital messages and updates. Currently the property is zoned R-2, which is a residential zoning district, which does not allow any signage of this nature.

Therefore, the applicant is simultaneously requesting a rezone into the institutional zoning district, so that a conditional use permit can be obtained for the signage.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

On February 10, 2025, a Public Hearing was held at the PARC meeting and the PARC voted to recommend approval of the rezone to Institutional for 401 S Elizabeth Street to the Whitewater Common Council.

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

Staff recommend that the City of Whitewater Common Council:

1. Approve the proposed rezone request

ATTACHMENT(S) INCLUDED

(If none, state N/A)

Rezone Ordinance

ORDINANCE NO. 2025-O-8

**AN ORDINANCE AMENDING THE ZONING MAP AND THE ZONING
CLASSIFICATION IN REGARDING TO CERTAIN PROPERTY IN THE CITY OF
WHITEWATER**

The Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, do pursuant to Municipal Code Chapter 19.69, hereby amend the zoning classification of the below properties:

Section 1: Pursuant to Whitewater Municipal Code 19.69, the below described property (previously zoned R-2 One and Two Family Residential) is hereby zoned to I Institutional District:

Property Address:	Tax ID's #	Property Owner:
401 S Elizabeth Street	/WUP 00215	JT School District #1 of Whitewater, et al

Section 2: The official zoning map of the City of Whitewater is hereby amended to show the above action.

Section 3: This ordinance shall take effect upon passage and publication as provided by law. Ordinance introduced by Council Member _____, who moved its adoption. Seconded by Council Member_____.

AYES:

NOEs:

ABSENT:

ADOPTED:

John Weidl

Heather Boehm



Council Agenda Item

Meeting Date: February 20, 2025

Agenda Item: Cedar Court Lots /EV 00004, /EV 00001, and /EV 00002

Staff Contact (name, email, phone): Allison Schwark, Zoning Administrator/Code Enforcement

BACKGROUND

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

The City of Whitewater seeks to rezone the three parcels off Cedar Court more precisely identified as tax key numbers /EV 00004, /EV 00001, and /EV 00002. Previously at a PARC meeting it was discussed that the three remaining vacant parcels should be rezoned to give property owners/buyers the opportunity to develop the parcels and construct a product other than single family.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

On February 10, 2025, a Public Hearing was held at the PARC meeting and the PARC voted to recommend approval of the rezones for all three Cedar Court Lots /EV 00004, /EV 00001, and /EV 00002 to the Whitewater Common Council.

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

Staff recommend that the City of Whitewater Common Council:

1. Approve the proposed rezone requests

ATTACHMENT(S) INCLUDED

(If none, state N/A)

Rezone Ordinance

ORDINANCE NO. 2025-O-9
AN ORDINANCE AMENDING THE ZONING MAP AND THE ZONING
CLASSIFICATION IN REGARDING TO CERTAIN PROPERTY IN THE CITY OF
WHITEWATER

The Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, do pursuant to Municipal Code Chapter 19.69, hereby amend the zoning classification of the below properties:

Section 1: Pursuant to Whitewater Municipal Code 19.69, the below described property (previously zoned R-1 One Family Residence District) is hereby zoned to R-2 One and Two Family Residence District:

Property Address:	Tax ID's #	Property Owner:
1551 and 1555 W Wildwood Road	/EV 00004	Alonso Properties LLC
1515 W Wildwood Road	/EV 00004	Alonso Properties LLC
Vacant Parcel on Cedar Court	/EV 00002	320 Cedar Court LLC

Section 2: The official zoning map of the City of Whitewater is hereby amended to show the above action.

Section 3: This ordinance shall take effect upon passage and publication as provided by law.

Ordinance introduced by Council Member _____, who moved its adoption.

Seconded by Council Member_____.

AYES:

NOEs:

ABSENT:

ADOPTED:

John Weidl

Heather Boehm



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QUOTE CONFIRMATION

TIM NEUBECK,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PHCC950	2/3/2025	ABSOLUTE QUOTE	4352685	\$11,282.94

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Absolute Secure Access Edge - subscription license (1 year) - 1 unit Mfg. Part#: ABSA-EDGE-12-GD Electronic distribution - NO MEDIA Contract: MARKET	25	8005476	\$110.35	\$2,758.75
NETMOTION SECURE ACCESS ONBOARD SVC Mfg. Part#: ABSA-PS-ONB-GD-03 Electronic distribution - NO MEDIA Contract: MARKET	30	7999949	\$224.32	\$6,729.60
Absolute Secure Access Administrator Class & Certification - lectures Mfg. Part#: ABSA-PS-TRN-GD-03 Electronic distribution - NO MEDIA Contract: MARKET	1	8020954	\$1,794.59	\$1,794.59

SUBTOTAL	\$11,282.94
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$11,282.94

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF WHITEWATER ACCTS PAYABLE 312 W WHITEWATER ST WHITEWATER, WI 53190-1940 Phone: (262) 473-0500 Payment Terms: VISA	Shipping Address: CITY OF WHITEWATER TIM NEUBECK 312 W WHITEWATER ST WHITEWATER, WI 53190-1940 Phone: (262) 473-0500 Shipping Method: ELECTRONIC DISTRIBUTION

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Council Agenda Item

Meeting Date: February 20, 2025

Agenda Item: BTS Towers Agreement

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

BACKGROUND

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

City staff has been working with a consultant for BTS Towers to help find a location for BTS Towers to install a telecommunication tower for AT&T. They were originally looking at Lot 10B off of East Main Court in the Business Park. However, with the potential sale of that property, staff did not want to enter into an agreement to muddy the sale of said property. Looking at other possibilities, the northwest corner of Lot 2T off of Greenway Court in the Business Park seems to be a good fit. The 100' X 100' easement area would be located in an area most likely not to be developed. Access could come from Howard Road along the north property line, which also should not interfere with development of the property.

The one caveat is that Lot 2T is zoned as Technology Park. Current city regulations do not allow telecommunication facilities in the Technology Park zoning. However, this is contrary to state statute 66.0404 which allows for telecommunication facilities in all types of zoning districts. The City's zoning code would need to be updated to allow telecommunication facilities as a Conditional Use Permit (CUP) in the Technology Park zoning.

Attached is the Option and Lease Agreement which has been reviewed by staff and the City Attorney with edits highlighted.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Public Works Committee at the November 2024 Public Works Committee meeting did approve the site location on Lot 10B off of East Main Court. At the Feb 11, 2025 Public Works meeting, the Committee recommend approval of the location of the tower and the Option and Lease Agreement with two contingencies: 1) The Plan & Architectural Review Commission changing the zoning code to allow a CUP for telecommunication facilities in the Technology Park zoning district; and 2) The Plan & Architectural Review Commission approving such CUP for BTS Towers. Additionally, the approval made two changes to the Agreement. (1.) Changing the rent amount from \$800 to \$1,000; and (2.) In Paragraph 7 adding a Bond in the amount of \$10,000 be required.

FINANCIAL IMPACT

(If none, state N/A)

BTS Towers would pay \$2,000 for an Option Period of 2 years. If the Option is executed, rent in the amount of \$1,000 per month (\$12,000/year) would be made for the initial Term (Term being five years). The rent payment would escalate at 15% respectively for the next 9 Terms.

STAFF RECOMMENDATION

After the Public Works Committee meeting staff reviewed Municipal Code 19.55.050 which relates to a Conditional Use Permit (CUP) for wireless telecommunication facilities. As part of the CUP, a performance bond in the amount of \$20,000 is required. Thus Paragraph 7 has been updated to include a \$20,000 bond instead of the recommended \$10,000.

Staff recommends a motion to approve the Option and Lease Agreement with BTS Towers, contingent upon the following:

- The Plan & Architectural Review Commission changing the zoning code to allow a CUP for telecommunication facilities in the Technology Park zoning district
- The Plan & Architectural Review Commission approving such CUP for BTS Towers

ATTACHMENT(S) INCLUDED

(If none, state N/A)

- | |
|-------------------------------|
| 1. Lot 2T |
| 2. AT&T Tower Location |
| 3. Option and Lease Agreement |

Landlord:

City of Whitewater
312 W Whitewater Street
Whitewater, Wisconsin 53190

Tenant:

BTS TOWERS, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487

Site #: US-WI-5758

Site Name: Bluff Rd

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (this “**Agreement**”) is made this _____ day of _____, 20____ (the “**Effective Date**”) by and between **City of Whitewater**, a Wisconsin municipality, (“**Landlord**”), whose address is 312 W Whitewater Street, Whitewater, Wisconsin 53190, and **BTS TOWERS, LLC**, a Delaware limited liability company (“**Tenant**”), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487.

WHEREAS, Landlord owns certain real property located in the County of Walworth, in the State of Commonwealth of Wisconsin, that is more particularly described and/or depicted in **Exhibit 1** attached hereto (the “**Property**”); and,

WHEREAS, Tenant desires to lease from Landlord a certain portion of the Property measuring approximately 10,000 square feet and to obtain easements for landscape buffer, utilities and access (collectively, the “**Premises**”), which Premises is more particularly described and/or depicted in **Exhibit 2** attached hereto, for the placement of Communications Facilities (defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree:

1. OPTION TO LEASE.

(a) As of the Effective Date, Landlord grants to Tenant the exclusive option to lease the Premises (the “**Option**”) during the Option Period (defined below). At any time during the Option Period and Term (defined below), Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property, in the vicinity of the Premises, to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the “**Tests**”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, construction permits and any other permits and approvals deemed necessary by Tenant (collectively, the “**Government Approvals**”), initiate the ordering and/or scheduling of necessary utilities, obtain a title report with respect to the Property, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Property, the environmental history of the Property, and the feasibility or suitability of the Property for Tenant’s permitted use under this Agreement, all at Tenant’s expense. Tenant shall be authorized to apply for the Government Approvals on behalf of Landlord and Landlord agrees to reasonably cooperate with such applications. Tenant will not be

VB Site ID: US-WI-5758
VB Site Name: Bluff Rd

liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's Tests. Tenant will restore the Property to its condition as it existed prior to conducting any Tests, reasonable wear and tear and casualty not caused by Tenant excepted. Tenant to provide reasonable advance notice to the Landlord before conducting tests and to obtain Landlord's written consent for any invasive or disruptive testing. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests. Tenant agrees to pay a fair and reasonable price to Landlord's agricultural tenant for any crop damage that may be a result associated to Tenant's Tests.

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(b) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Two Thousand Dollars (\$2,000.00) within thirty (30) days of the full execution of this Agreement. The Option Period will be for a term of two (2) years from the Effective Date (the "**Option Period**").

(c) Tenant may exercise the Option at any time during the Option Period by delivery of written notice to Landlord (the "**Notice of Exercise of Option**"). The Notice of Exercise of Option shall set forth the commencement date (the "**Commencement Date**") of the Initial Term (defined below). If Tenant does not provide a Notice of Exercise of Option during the Option Period, this Agreement will terminate and the parties will have no further liability to each other.

(d) During the Option Period or the Term, Landlord shall not take any action to change the zoning status or land use of the Property which would diminish, impair, or adversely affect the use of the Premises by Tenant for its permitted uses hereunder. Tenant does acknowledge Landlord has the Property listed for sale and is actively marketing the Property. Should the Property be sold, this agreement is subject to termination or assignment upon sale at Landlord's discretion.

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2. TERM.

(a) Effective as of the Commencement Date, Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement for an initial term of five (5) years (the "**Initial Term**").

(b) Tenant shall have the option to extend the Initial Term for nine (9) successive terms of five (5) years each (each a "**Renewal Term**"). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord, not less than thirty (30) days prior to the end of the then-current Term, of Tenant's intent not to renew. For purposes of this Agreement, "**Term**" shall mean the Initial Term and any applicable Renewal Term(s).

3. RENT

(a) Beginning on the first (1st) day of the third (3rd) month after the Commencement Date ("**Rent Commencement Date**"), Tenant shall pay to Landlord a monthly rent payment of ~~Eight HundredOne Thousand~~ Dollars (~~\$800,001,000.00~~) ("**Rent**") at the address set forth in Section 29 above below on or before the fifth (5th) day of each calendar month in advance. The initial payment of Rent will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) Beginning on the first anniversary of the Rent Commencement Date of the first Renewal Term and each five-year anniversary of the Rent Commencement Date of each Renewal Term thereafter throughout the remainder of the Term and Renewal Term(s), if any, the Rent shall be increased by an amount equal to ~~5.00~~15.00% % of the amount of the Rent for the previous Term or previous Renewal Term, as the case may be, which sum shall be payable in equal monthly installments in advance as herein set forth.

4. ~~TAXES.~~ Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communications Facilities located on the Premises. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and the Premises. Tenant shall pay as additional rent any increase in real property taxes levied against the Premises, which are directly

4. attributable to Tenant's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant (such increase, the "**Landlord Tax Reimbursement**"). In the event that Landlord fails to pay when due any taxes affecting the Premises or any easement relating to the Premises, Tenant shall have the right, but not the obligation, to pay such taxes and any applicable interest, penalties or similar charges, and deduct the full amount of the taxes and such charges paid by Tenant on Landlord's behalf from future installments of Rent. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property. In addition, Tenant shall not have the obligation to pay or reimburse Landlord for the Landlord Tax Reimbursement if Landlord has not provided proof of such amount and demand therefor within one (1) year of the date such amount is due and payable by Landlord.

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5. **USE.** The Premises are being leased for the purpose of erecting, installing, operating, maintaining, repairing and replacing radio or communications towers, transmitting and receiving equipment, antennas, dishes, satellite dishes, mounting structures, equipment shelters and buildings, solar energy conversion and electrical power generation system, fencing and other supporting structures and related equipment (collectively, the "**Communications Facilities**"), and to alter, supplement and/or modify same. Tenant shall obtain Landlord approval for any major structural alterations, particularly those that could impact property value, aesthetics, or zoning compliance. Tenant may, subject to the foregoing, make any improvements, alterations or modifications to the Premises as are deemed appropriate by Tenant for the permitted use herein. Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which interferes with the use of the Premises for the intended purposes by Tenant and/or its subtenants and licensees, as applicable. Tenant shall have the exclusive right to install and operate the Communications Facilities upon the Premises.

6. **ACCESS AND UTILITIES.** During the Term, Tenant and its guests, agents, employees, customers, invitees, subtenants, licensees and assigns shall have the unrestricted, exclusive right to use, and shall have free and unfettered access to, the Premises seven (7) days a week, twenty-four (24) hours a day. Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its customers, employees, agents, invitees, subtenants, licensees, successors and assigns a non-exclusive easement throughout the Term to a public right of way (a) for ingress and egress, and (b) for the construction, installation, operation, maintenance, repair and replacement of overhead and underground electric and other utility facilities (including fiber, backhaul, wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. Landlord agrees to coordinate, cooperate and assist Tenant with obtaining the required access and utility easements to the Premises from a public right of way up to and including negotiating and obtaining such access and utility rights from any applicable neighbor parcel. If there are utilities already existing on the Premises which serve the Premises, Tenant may utilize such utilities and services. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the easements for the purposes described above. Upon Tenant's request, Landlord shall execute and deliver to Tenant requisite recordable documents evidencing the easements contemplated hereunder within fifteen (15) days of Tenant's request, and Landlord shall obtain the consent and joinder of Landlord's mortgagee to any such grant, if applicable.

7. **EQUIPMENT, FIXTURES AND REMOVAL.** The Communications Facilities shall at all times be the personal property of Tenant and/or its subtenants and licensees, as applicable. Tenant

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| or its customers, subtenants or licensees shall have the right to erect, install, maintain, repair, replace and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant, its customer s, s;

7. subtenants or licensees may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers, subtenants or licensees. Within ninety (90) days after the expiration or earlier termination of this Agreement (the "Removal Period"), Tenant, customers, subtenants or licensees shall remove its improvements and personal property and restore the Premises to grade and perform all obligations under this Agreement during the Removal Period, including, without limitation, the payment of Rent at the rate in effect upon the expiration or termination of this Agreement. Pursuant to City Ordinance 19.55.050 (I), Tenant shall obtain a performance bond within thirty (30) days after the Commencement Date in the amount of Twenty Thousand dollars (\$20,000.00) naming Landlord as Obligor to ensure that Tenants equipment will be removed, and the Property restored to its original condition (normal wear and tear excepted) upon termination or expiration of this Lease. All costs and expenses for the removal and restoration to be performed by Tenant shall be borne by Tenant, and Tenant shall hold Landlord harmless from any portion thereof.

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8. **ASSIGNMENT AND SUBLEASE.** Tenant may transfer or assign this Agreement to Tenant's Lender (defined below), principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all of or substantially all of Tenant's assets or ownership interests by reasons of merger, acquisition or other business reorganization without Landlord's consent (a "Permitted Assignment"). As to transfers or assignments which do not constitute a Permitted Assignment, Tenant is required to obtain Landlord's written consent prior to effecting such transfer or assignment, which consent shall not be unreasonably withheld, conditioned or delayed. Upon such assignment, including a Permitted Assignment, Tenant will be relieved and released of all obligations and liabilities hereunder. Tenant shall have the exclusive right to sublease or grant licenses without Landlord's consent to use all or part of the Premises and/or the Communications Facilities, but no such sublease or license shall relieve or release Tenant from its obligations under this Agreement. Landlord may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property, subject to Section 15. Landlord may subdivide the Property without Tenant's prior written consent provided the resulting parcels from such subdivision are required to afford Tenant the protections set forth in Section 14 hereof.

9. COVENANTS, WARRANTIES AND REPRESENTATIONS.

(a) Landlord warrants and represents that it is the owner in fee simple of the Property, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant in writing prior to the execution hereof, and that it alone has full right to lease the Premises for the Term.

(b) Landlord shall pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Property, including, without limitation, judgments, taxes, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Agreement, or breaches any other obligation or covenant under this Agreement, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord and offset such payment (including any reasonable attorneys' fees incurred in connection with Tenant performing such obligation) against payments of Rent.

(c) Landlord shall not do or knowingly permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause Tenant's use of the Premises

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to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the Government Approvals required to use and maintain the Premises and the Communications Facilities.

~~(d)~~ To the best of Landlord's knowledge, Landlord has complied and shall comply with all laws with respect to the Property. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Property by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Property. There has been

no release of or contamination by hazardous materials on the Property by Landlord, or to the knowledge of Landlord, any prior owner or user of the Property.

~~(e)~~(d) Tenant shall have access to all utilities required for the operation of Tenant's improvements on the Premises that are existing on the Property.

~~(f)~~(e) Landlord warrants and represents that there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Property; there are no outstanding options or rights of first refusal to purchase the Property or any portion thereof or interest therein, or any equity or interest in Landlord if Landlord is an entity; and there are no parties (other than Landlord) in possession of the Property except as to those that may have been disclosed to Tenant in writing prior to the execution hereof. Tenant does acknowledge Landlord has the Property listed for sale and is actively marketing the Property.

10. HOLD OVER TENANCY. Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of this Agreement, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

11. INDEMNITIES. Each party agrees to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, managers, members, agents and employees (collectively, "**Indemnified Persons**") from and against all claims, actions, judgments, damages, liabilities, losses, expenses and costs (including, without limitation, reasonable attorneys' fees and court costs) (collectively, "**Losses**") caused by or arising out of (a) such party's breach of any of its obligations, covenants, representations or warranties contained herein, or (b) such party's acts or omissions with regard to this Agreement; provided, however, in no event shall a party indemnify the other party for any such Losses to the extent arising from the gross negligence or willful misconduct of the party seeking indemnification. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such Losses. Tenant will indemnify Landlord from and against any mechanic's liens or liens of contractors and subcontractors engaged by or through Tenant.

12. WAIVERS.

(a) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communications Facilities or any portion thereof, regardless of whether or not such is deemed real or personal property under applicable laws. Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

(b) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT.

13. —INSURANCE. Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$1,000,000. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other

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communication facilities of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the State or Commonwealth where the Premises are located if required by law, and shall provide for cancellation only upon ten (10) days' prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of a certificate of insurance of such policies issued by the insurance companies underwriting such risks.

14.13. INTERFERENCE. During the Option Period and the Term, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Property (outside of the Premises) and any property adjacent or contiguous to the Property or in the immediate vicinity of the Property that is fee owned by Landlord: (a) for any of the uses contemplated in Section 5 herein; or (b) if such lease, license, or easement would detrimentally impact the Communications Facilities or Tenant's economic opportunities at the Premises, or the use thereof. Landlord shall not cause or permit the construction of communications or broadcast towers or structures, fiber optic backhaul facilities, or satellite facilities on the Property ~~or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Property~~, except for the Communications Facilities constructed by Tenant. Landlord and Tenant intend by this Agreement for Tenant (and persons deriving rights by, through, or under Tenant) to be the sole parties to market, use, or sublease any portion of the Property for Communications Facilities during the Option Period and the Term. Landlord agrees that this restriction on the use of the Property is commercially reasonable, not an undue burden on Landlord, not injurious to the public interest, and shall be specifically enforceable by Tenant (and persons deriving rights by, through or under Tenant) in a court of competent jurisdiction. The foregoing restriction shall run with the land and be binding on the successors and assigns of Landlord.

15. —RIGHT OF FIRST REFUSAL. In the event Landlord determines to sell, transfer, license or otherwise convey any interest, whether fee simple interest, easement interest, leasehold, or otherwise, and whether direct or indirect by way of transfer of ownership interests in Landlord if Landlord is an entity, which interest underlies or affects any or all of the Premises (the "**ROFR Property**") to any third party that is a Third Party Competitor (as defined below), Landlord shall offer Tenant a right of first refusal to purchase the Premises (or such larger portion of the Property that encompasses the Premises, if applicable). For purposes herein, a "**Third Party Competitor**" is any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing communications infrastructure or any person or entity directly or indirectly engaged in the business of owning, acquiring, or investing in real property leases or easements underlying communications infrastructure. In such event, Landlord shall send a written notice to Tenant in accordance with Section 29 below that shall contain an offer to Tenant of a right of first refusal to purchase the ROFR Property, together with a copy of any offer to purchase, or any executed purchase agreement or letter of intent (each, an "**Offer**"), which copy shall include, at a minimum, the purchase price or acquisition price, proposed closing date, and financing terms (collectively, the "**Minimum Terms**"). Within thirty (30) days of receipt of such Offer, Tenant shall provide written notice to Landlord of Tenant's election to purchase the ROFR Property on the same Minimum Terms, provided: (a) the closing date shall be no sooner than sixty (60) days after Tenant's purchase election notice; (b) given Landlord's direct relationship and access to Tenant, Tenant shall not be responsible for payment of any broker fees associated with an exercise of Tenant's rights to acquire the ROFR Property; and, (c) Tenant shall not be required to match any components of the purchase price which are speculative or incalculable at the time of the Offer. In such event, Landlord agrees to sell the ROFR Property to Tenant subject to Tenant's payment of the purchase price and compliance with a purchase and sale agreement to be negotiated in good faith between Landlord and Tenant. If Tenant provides written notice that it does not elect to exercise its right of first refusal to purchase the ROFR Property, or if Tenant does not provide notice of its election within the thirty (30) day period, Tenant shall be deemed to have waived such right of first refusal only with respect to the specific Offer presented (and any subsequent

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Offers shall again be subject to Tenant's continuing right of first refusal hereunder), and Landlord shall be permitted to consummate the sale of the ROFR Property in accordance with the strict terms of the Offer ("Permitted Sale"). If Landlord does not consummate the Permitted Sale within ninety (90) days of the date of Tenant's waiver of its right of first refusal, including if the Minimum Terms are modified between Landlord and the Third Party Competitor, Landlord shall be required to reissue a New Offer to Tenant.

16.14. SECURITY. The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure the Communications Facilities within the Premises. Tenant may also undertake any other appropriate means to restrict access to the Communications Facilities within the Premises including, without limitation, if applicable, installing security systems, locks and posting signs for security purposes and as may otherwise be required by law.

17.15. FORCE MAJEURE. The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, pandemics, material or labor restrictions by governmental authority, government shutdowns, quarantines, and/or other disease control measures and any other cause not within the control of Landlord or Tenant, as the case may be.

18.16. CONDEMNATION; CASUALTY.

(a) In the event Landlord receives any notice of any condemnation proceedings, or other proceedings in the nature of eminent domain related to the Property or the Premises, it will forthwith send a copy of such notice to Tenant. If all or any part of the Premises is taken by eminent domain, Tenant may, upon written notice to Landlord, elect to terminate this Agreement, whereupon neither party shall have any further liability or obligation hereunder. Notwithstanding any provision of this Agreement to the contrary, in the event of condemnation of all or any part of the Premises, Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon.

~~(b)~~—In case of damage to the Premises or the Communications Facilities by fire or other casualty, Landlord shall, at its expense, cause any damage to the Property (excluding the Communications Facilities) to be repaired to a condition as nearly as practicable to that existing prior to the damage, with reasonable speed and diligence, subject to delays which may arise by reason of adjustment of loss under insurance policies, governmental regulations, and for delays beyond the control of Landlord, including a force majeure. Landlord shall coordinate with Tenant as to the completion of Landlord's work to restore the Property so as not to adversely impact Tenant's use of the Premises and the Communications Facilities. Landlord shall not be liable for any inconvenience or annoyance to Tenant, or injury to Tenant's business or for any consequential damages resulting in any way from such damage or the repair thereof, except to the extent and for the time that the Communications Facilities or the Premises are thereby rendered unusable for Tenant's intended purpose the Rent shall proportionately abate. In the event the damage shall be so extensive that Tenant shall decide, in its sole discretion, not to repair or rebuild the Communications Facilities, or if the casualty shall not be of a type insured against under standard fire policies with extended type coverage, or if the holder of any mortgage, deed of trust or

| similar security interest covering the Communications Facilities shall not permit the application of adequate insurance proceeds for repair or restoration, this Agreement shall, at the sole option of Tenant, exercisable by written notice to Landlord, be

terminated as of the date of such casualty, and the obligation to pay Rent (taking into account any abatement as aforesaid) shall cease as of the termination date and Tenant shall thereupon promptly vacate the Premises.

19.17. DEFAULT. The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.

20.18. REMEDIES. Should the defaulting party fail to cure a default under this Agreement, the other party shall have all remedies available either at law or in equity, and the right to terminate this Agreement. In the event Landlord elects to terminate this Agreement due to a default by Tenant (which remains uncured by Lender), Landlord shall continue to honor all sublease and license commitments made by Tenant through the expiration of the term of any such commitment and shall be entitled to collect and retain the rents or license fees associated with such subleases or license commitments, it being intended hereby that each such commitment shall survive the early termination of this Agreement.

21.19. ATTORNEYS' FEES. If there is any legal proceeding between Landlord and Tenant arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees and disbursements shall be included in and as a part of such judgment.

22.20. ADDITIONAL TERMINATION RIGHT. If at any time during the Term, Tenant determines, in Tenant's sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Landlord.

23.21. PRIOR AGREEMENTS. The parties hereby covenant, recognize and agree that the terms and provisions of this Agreement shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.

24. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT. In the event the Property is encumbered by a mortgage or deed of trust or other security instrument of any kind (a "**Landlord Mortgage**"), Landlord, within fifteen (15) days following Tenant's request or immediately prior to the creation of any encumbrance created after the date this Agreement is fully executed, will obtain from the holder of each such Landlord Mortgage a fully-executed subordination, non-disturbance and attornment agreement (an "**SNDA**") in recordable form, which shall be prepared or approved by Tenant. The holder of every such Landlord Mortgage shall, in the SNDA, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Landlord's interest in the Premises, such Landlord Mortgage holder shall recognize and confirm the validity and existence of this Agreement, not disturb the tenancy of Tenant (and its customers,

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| subtenants, and licensees) and Tenant (and its customers, subtenants, and licensees) shall have

the right to continue its use and occupancy of the Premises in accordance with the provisions of this Agreement, provided Tenant is not in default of this Agreement beyond applicable notice and cure periods.

25-22. LENDER'S RIGHTS.

(a) Landlord agrees to recognize the subleases and licenses of all subtenants and licensees and will permit each of them to remain in occupancy of its premises notwithstanding any default hereunder by Tenant so long as each such respective subtenant or licensee is not in default under the lease/license covering its premises. Landlord agrees to execute such documents as any such subtenant and/or licensee might reasonably require, including customary subordination, non-disturbance and attornment agreements and/or Landlord recognition agreements, to further memorialize the foregoing, and further agrees to use Landlord's best efforts to also cause its lenders to similarly acknowledge, in writing, subtenant's and licensee's right to continue to occupy its premises as provided above.

(b) Tenant shall have the right from time to time to mortgage or otherwise encumber Tenant's interest in this Agreement, the Communications Facilities and/or leasehold estate in the Premises (a "**Tenant Mortgage**") and Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in this Agreement and/or leasehold estate of the Premises and all of Tenant's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by any such lender of Tenant ("**Lender**") of its rights of foreclosure with respect to its lien and security interest. Landlord agrees to recognize Lender as Tenant hereunder upon any such exercise by Lender of its rights of foreclosure. The term "**Lender**" as used in this Agreement shall mean the lender identified in Section 29 hereof and its successors, assigns, designees or nominees.

(c) Landlord hereby agrees to give Lender written notice of any breach or default of Tenant of the terms of this Agreement within fifteen (15) days after the occurrence thereof at the address set forth in Section 29. Landlord further agrees that no default under this Agreement by Tenant shall be deemed to have occurred unless such notice to Lender is also given and that, in the event of any such breach or default under the terms of this Agreement, Lender shall have the right, to the same extent, for the same period and with the same effect, as Tenant, plus an additional ninety (90) days after any applicable grace period to cure or correct any such default.

(d) Landlord acknowledges that nothing contained herein shall be deemed or construed to obligate Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Tenant under this Agreement. Lender shall not become liable under the provisions of this Agreement or any lease executed pursuant to Section 26 hereof unless and until such time as it becomes, and then only for as long as it remains, the owner of the leasehold estate created hereby or thereby.

(e) This Agreement shall not be amended or modified without the consent of Lender. In the event that Lender shall become the owner of such leasehold estate, Lender shall not be bound by any modification or amendment of this Agreement made subsequent to the date of a Tenant Mortgage unless Lender shall have consented to such modification or amendment at the time it was made.

26-23. RIGHT TO NEW LEASE.

~~(a)~~—In the case of termination of this Agreement for any reason, or in the event this Agreement is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting

| creditor's rights, Landlord shall give prompt notice thereof to Lender at the address set forth in Section 29 or as may be provided to Landlord by Tenant following the Commencement Date. Thereafter, Landlord, upon written request of Lender, and within thirty (30) days after the receipt of such request, shall promptly execute and

deliver a new lease of the Premises and assignment of all subleases and licenses to Lender or its designee or nominee, for the remainder of the Term upon all the covenants, conditions, limitations and agreements contained herein (including, without limitation, options to extend the Term) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time, provided that Lender (i) shall pay to Landlord, simultaneously with the delivery of such new lease, all unpaid rent due under this Agreement up to and including the date of the commencement of the term of such new lease and all reasonable expenses, including, without limitation, reasonable attorneys' fees and disbursements and court costs, incurred by Landlord in connection with the default by Tenant, the termination of this Agreement and the preparation of the new lease, and (ii) shall cure all defaults existing under this Agreement which are susceptible to being cured by Lender promptly and with due diligence after the delivery of such new lease. Notwithstanding anything to the contrary contained herein, provided Lender shall have otherwise complied with the provisions of this Section, Lender shall have no obligation to cure any defaults which are not susceptible to being cured by Lender (for example, the bankruptcy of Tenant).

~~(b)~~(a) For so long as Lender shall have the right to enter into a new lease with Landlord pursuant to this Section, Landlord shall not enter into a new lease of the Premises with any person or entity other than Lender, without the prior written consent of Lender.

27-24. ADDITIONAL PROVISIONS.

(a) The parties hereto agree that (i) Tenant is in possession of the Premises notwithstanding the fact that Tenant has subleased or licensed, or may in the future sublease or license, certain of the improvements thereon or portions of the Premises to third parties, and (ii) the requirements of Section 365(h) of Title 11 of the United States Code (the Bankruptcy Code) with respect to Tenant's possession of the leasehold under this Agreement are satisfied. Accordingly, the right of Tenant to remain in possession of the leasehold under this Agreement shall continue notwithstanding any rejection of this Agreement in any bankruptcy proceeding involving Landlord, or any other actions by any party in such a proceeding. This provision, while included in this Agreement, has been separately negotiated and shall constitute a separate contract between the parties as well as a part of this Agreement. The provisions of this Section are for the benefit of Tenant and its assigns, including, without limitation, Lender. The parties hereto also agree that Lender is a party in interest and shall have the right to appear as a party in any proceeding brought under any bankruptcy law or under any other law which may affect this Agreement.

(b) The provisions of Section 25 and Section 26 hereof shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if such Sections were a separate and independent contract made by Landlord, Tenant and Lender and, from the effective date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such new lease, Lender may use and enjoy the leasehold estate created by this Agreement without hindrance by Landlord. The aforesaid agreement of Landlord to enter into a new lease with Lender shall be deemed a separate agreement between Landlord and Lender, separate and apart from this Agreement as well as a part of this Agreement, and shall be unaffected by the rejection of this Agreement in any bankruptcy proceeding by any party.

(c) Landlord shall have no right, and expressly waives any right arising under applicable law, in and to the rentals or other fees payable to Tenant, if any, under any sublease or license of the Premises by Tenant, which rentals or fees may be assigned by Tenant to Lender.

~~(d)~~—If a Tenant Mortgage is in effect, this Agreement shall not be modified or amended by the parties hereto, or terminated or surrendered by Tenant, nor shall Landlord accept any such

| termination or surrender of this Agreement by Tenant, without the prior written consent of Lender.

~~(e)~~(d) The provisions of Section 25 and Section 26 hereof are for the benefit of Lender and may be relied upon and shall be enforceable by Lender as if Lender were a party to this Agreement.

~~(f)~~(e) Landlord shall, within ten (10) days of the request of Tenant or any Lender or prospective Lender, provide an estoppel certificate as to any matters reasonably requested by Tenant or Lender.

~~(g)~~(f) The right to extend or renew this Agreement and any right of first refusal to purchase the Premises may be exercisable by the holder of a Tenant Mortgage and, before the expiration of any periods to exercise such a right, Landlord must provide to Lender at least thirty (30) days prior written notice before the expiration of the right to so extend or renew in order to extinguish Lender's right to so extend, renew or purchase.

~~(h)~~(g) Under no circumstances shall the fee estate of Landlord and the leasehold estate created hereby merge, even though owned by the same party, without the written consent of the holder of a Tenant Mortgage.

~~28-25.~~ **QUIET ENJOYMENT.** So long as Tenant is not in default under this Agreement beyond the applicable notice and cure period, Landlord covenants and agrees that Tenant shall peaceably and quietly hold and enjoy the Premises throughout the Term, without any hindrance, molestation or ejection by Landlord, its successors or assigns or by those claiming by, through or under them.

~~29-26.~~ **NOTICES.** All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a party at the party's respective address below, or to such other address that a party below may provide from time to time:

If to Landlord:

City of Whitewater
312 W Whitewater Street
Whitewater, Wisconsin 53190

If to Tenant:

BTS TOWERS, LLC
750 Park of Commerce Drive,
Suite 200
Boca Raton, Florida 33487
Ref: US-WI-5758
Attn: VP Asset Management

If to Lender:

Toronto Dominion (Texas) LLC
31 West 52nd Street
New York, NY 10019
Attn: Admin Agent
Fax No. 416-982-5535

With a copy to: General Counsel

~~30-27.~~ **MISCELLANEOUS.**

(a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement.

(b) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

| ~~(e)~~ All attached exhibits are hereby incorporated by this reference as if fully set forth herein.

~~(d)~~(c) Failure of a party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a party's rights hereunder, shall not waive such rights.

~~(e)~~(d) This Agreement shall be governed by and construed in accordance with the laws of the State or Commonwealth in which the Premises are located.

~~(f)~~(e) This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, other leases and/or agreements with regard to the Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

~~(g)~~(f) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

~~(h)~~(g) A short-form Memorandum of Option to Lease (and a short-form Memorandum of Lease in the event Tenant exercises its option to lease the Premises) may be recorded at Landlord's or Tenant's option in the form as depicted in **Exhibit 3** and **Exhibit 4**, respectively, attached hereto. In addition, Tenant's subtenants and licensees shall have the right to record a memorandum of its sublease or license with Tenant.

~~(i)~~(h) Landlord shall keep the terms of this Agreement confidential and shall not disclose any terms contained within this Agreement to any third party other than such terms as are set forth in the Memorandum of Option to Lease or Memorandum of Lease. Tenant does acknowledge the Landlord is a governmental body and is subject to open record laws as dictated by Wisconsin State Statutes.

SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date (date last signed by a party hereto).

WITNESSES:	LANDLORD:
	City of Whitewater, a Wisconsin municipality
_____ Name: _____	By: _____
_____ Name: _____	Name: _____
	Title: _____
	Date: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 20_____, by _____
(name of signatory), as _____
(title of signatory) of City of Whitewater, a Wisconsin municipality.

Notary Public

Print Name: _____

My Commission Expires: _____

<p>WITNESSES:</p> <hr/> Name: _____ <hr/> Name: _____	<p>TENANT:</p> <p>BTS TOWERS, LLC a Delaware limited liability company</p> By: _____ Name: _____ Title: _____ Date: _____
--	---

STATE OF FLORIDA

COUNTY OF PALM BEACH

This instrument was acknowledged before me on _____, 20_____, by _____
 _____(name of signatory), as _____
 _____(title of signatory) of BTS TOWERS, LLC.

Notary Public

Print Name: _____

My Commission Expires:_____

EXHIBIT 1

Legal Description of the Property (Parent Parcel)

(may be updated by Tenant upon receipt of final legal description from title)

EXHIBIT 2

Premises

(below may be replaced with a final survey and legal description of the Premises)

EXHIBIT 3

Memorandum of Option to Lease

(Attached)

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

BTS TOWERS, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: General Counsel

Site Name: Bluff Rd
Site Number: US-WI-5758
Commitment #: _____

MEMORANDUM OF OPTION TO LEASE

This Memorandum of Option to Lease (this "**Memorandum**") evidences an Option and Lease Agreement (the "**Agreement**") between **City of Whitewater**, a Wisconsin municipality ("**Landlord**"), whose address is 312 W Whitewater Street, Whitewater, Wisconsin 53190, and **BTS TOWERS, LLC**, a Delaware limited liability company ("**Tenant**"), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487, dated _____, 20_____(the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in **Exhibit A** attached hereto.

Pursuant to the Agreement, Landlord has granted Tenant an exclusive option to lease the Premises (the "**Option**"). The Option commenced as of the Effective Date and shall continue in effect for a period of two (2) years from the Effective Date.

Landlord ratifies, restates and confirms the Agreement and, upon exercise of the Option, shall lease to Tenant the Premises, subject to the terms and conditions of the Agreement. The Agreement provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord may assign the Agreement only in its entirety and only to a purchaser of the fee interest of the Property;
2. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises or the Property from Landlord;
3. Under certain circumstances, Landlord may subdivide the Property without Tenant's prior written consent; and

4. The Agreement restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of the Communications Facilities (as defined in the Agreement).

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement. In the event of a conflict between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES
BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF OPTION TO LEASE effective as of the date last signed by a party hereto.

WITNESSES:	LANDLORD:
	City of Whitewater a Wisconsin municipality
_____ Name: _____	By: _____
_____ Name: _____	Name: _____
	Title: _____
	Date: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 20_____, by _____
(name of signatory), as _____
(title of signatory) of City of Whitewater, a Wisconsin municipality.

Notary Public

Print Name: _____

My Commission Expires: _____

(Tenant’s Signature Page to Memorandum of Option to Lease)

WITNESSES:	TENANT:
	BTS TOWERS, LLC a Delaware limited liability company
_____ Name: _____	By: _____
_____ Name: _____	Name: _____
	Title: _____
	Date: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

This instrument was acknowledged before me on _____, 20_____, by _____
_____(name of signatory), as _____
_____(title of signatory) of BTS TOWERS, LLC.

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT A
(TO MEMORANDUM OF OPTION TO LEASE)

The Property
(may be updated by Tenant upon receipt of final legal description from title)

Access and utilities serving the Premises (as defined in the Agreement) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, subtenants, licensees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

EXHIBIT 4

Memorandum of Lease

(Attached)

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

BTS TOWERS, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: General Counsel

Site Name: Bluff Rd
Site Number: US-WI-5758
Commitment #: _____

MEMORANDUM OF LEASE

This Memorandum of Lease (this "**Memorandum**") evidences a Lease Agreement (the "**Lease**") between **City of Whitewater**, a Wisconsin municipality ("**Landlord**"), whose address is 312 W Whitewater Street, Whitewater, Wisconsin 53190, and **BTS TOWERS, LLC**, a Delaware limited liability company ("**Tenant**"), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487, dated the _____ day of _____, 20____ (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Landlord hereby ratifies, restates and confirms the Lease and leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Commencement Date of the Lease is _____. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord will attorn to any mortgagee of Tenant, subordinate any Landlord's lien to the Lease and to liens of Tenant's mortgagees, and not disturb the tenancy of Tenant;
2. The Lease restricts Landlord's ability to utilize, or allow the utilization of the Property ~~or real property owned by Landlord which is adjacent or contiguous to the Property~~ for the construction, operation and/or maintenance of Communications Facilities (as defined in the Lease);
3. Tenant (and persons deriving rights by, through, or under Tenant) are the sole parties to market, use, or sublease any portion of the ~~Property-Premises~~ for Communications Facilities during the term of the Lease (such restriction shall run with the land and be binding on the successors and assigns of Landlord);

4. The Premises may be used exclusively by Tenant for all legal purposes, including, without limitation, erecting, installing, operating and maintaining Communications Facilities;

5. Tenant is entitled to sublease and/or license the Premises, including any Communications Facilities located thereon;

6. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord;

7. Landlord may assign the Lease only in its entirety and only to a purchaser of the fee interest of the Property; and

8. Under certain circumstances, Landlord may subdivide the Property without Tenant's prior written consent.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES
BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE
as of the date last signed by a party hereto.

WITNESSES:	LANDLORD:
	City of Whitewater a Wisconsin municipality
_____ Name: _____	By: _____
_____ Name: _____	Name: _____
	Title: _____
	Date: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 20_____, by ____
_____(name of signatory), as _____
_____(title of signatory) of City of Whitewater, a Wisconsin municipality.

Notary Public

Print Name: _____

My Commission Expires: _____

(Tenant's Signature Page to Memorandum of Lease)

WITNESSES:	TENANT:
	BTS TOWERS, LLC a Delaware limited liability company
_____ Name: _____	By: _____
_____ Name: _____	Name: _____
	Title: _____
	Date: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

This instrument was acknowledged before me on _____, 20_____, by _____
(name of signatory), as _____
(title of signatory) of BTS TOWERS, LLC.

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT A
(TO MEMORANDUM OF LEASE)

The Property
(may be updated by Tenant upon receipt of final legal description from title)

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, subtenants, licensees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

Said interest being over land more particularly described by the following description:

Insert metes and bounds description of area



Council Agenda Item

Meeting Date: February 20, 2025

Agenda Item: ATC Easement

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

BACKGROUND

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

American Transmission Company LLC (ATC) is planning on do reconstruction work on the existing poles. No new pole installation is anticipated. With this work ATC is requesting an easement across the driveway that leads to the Wastewater Treatment Facility. The proposed easement (0.366 acres) will overlap an existing easement (0.282 acres) which will result in 0.084 acres of new easement area. The easement area, as depicted in the attached ATC Easement, is located north of the Johns Disposal facility.

Please note, that Exhibit A starts with paragraph (c). Exhibit A is taken straight from Wisconsin Statutes 182.017(7) with paragraph (c) being the first paragraph outlining the responsibilities of the utility and landowner.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

An appraisal was done on the property which valued the easement area at \$2,484. This was rounded up to \$2,500. Other compensation offered include: \$5,000 if easement is returned within 30 days, \$2,500 if permission is granted for the use of herbicides, and \$1,500 to allow use of land beyond the easement for ingress/egress. Thus, the total compensation would be \$11,500.

STAFF RECOMMENDATION

Staff has no concerns with granting approval of the use of herbicides. The herbicides are used to keep brush/trees at bay. The easement area in question is either asphalt or maintained grass. Staff also does not have an issue with granting use beyond the easement for ingress/egress. The area already is a driveway. However, staff did request a line item be added to Exhibit A, which has been included as paragraph (i) for repair of damaged asphalt if caused from this ingress/egress.

Staff recommends a motion to approve the electrical transmission line easement with ATC, including granting the use of herbicides and ingress/egress beyond the easement boundary.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. ATC Easement

	ELECTRIC TRANSMISSION LINE EASEMENT Wis. Stat. Sec. 182.017(7) Wis. Stat. Sec. 196.491(3e) Not subject to Wis. Stat. § 77.22(1).	
Document Number		
<p>The undersigned Grantor, The City of Whitewater, a municipal corporation, (hereinafter called the "Grantor"), in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto American Transmission Company LLC, a Wisconsin limited liability company, its manager ATC Management Inc., a Wisconsin corporation, their successors, assigns, licensees and managers, (hereinafter jointly referred to as "Grantee"), the perpetual right and easement to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol a line of structures, comprised of wood, concrete, steel or of such material as Grantee may select, and wires, including associated appurtenances for the transmission of electric current, together with communication signals and equipment restricted solely for the purpose of electric utility communication, upon, in, over and across property owned by the Grantor in the City of Whitewater, County of Jefferson, State of Wisconsin, described as follows:</p> <p>Part of the NW 1/4 of the NE 1/4, Section 33, T5N-R15E, City of Whitewater, Jefferson County, Wisconsin.</p>		<p>Recording Area</p> <p>Name and Return Address Steigerwaldt Land Services, Inc. 856 North 4th Street Tomahawk, WI 54487</p> <p>Parcel Identification Number(s) 292-0515-3313-000</p>

The legal description and location of the Perpetual Easement Strip is as shown on the Exhibit B, attached hereto and incorporated by reference in this easement document.

The easement has the following specifications:

EASEMENT STRIP:

Length: Approximately 133 feet
Width: Approximately 123 feet

TRANSMISSION STRUCTURES:

Type: N/A
Number: 0
Maximum height above existing ground level: N/A feet

TRANSMISSION LINES:

Maximum nominal voltage: 138,000 volts
Number of circuits: 2
Number of conductors: 6
Number of static wires: 2
Minimum height above existing landscape (ground level): 20.7 feet

The Grantee is also granted the associated necessary rights to:

- 1) Enter upon the easement strip for the purposes of exercising the rights conferred by this easement.
- 2) Construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol the above-described facilities and other appurtenances that the Grantee deems necessary.
- 3) Trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing on said easement strip.
- 4) Cut down and remove such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on the property of the Grantor located outside of said Perpetual Easement Strip that in Grantee's judgment, may interfere with Grantee's full use of the Perpetual Easement Strip for the purposes stated herein or that pose a threat to the safe and reliable operation of the Electric Transmission Facilities; together with the right, permission and authority to enter in a reasonable manner upon the property of the Grantor adjacent to said Perpetual Easement Strip for such purpose.

The Grantee shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than brush and trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of said facilities.

Grantor, for itself, its successors and assigns, agrees that it will not locate any dwelling or mobile home intended for residential occupancy within the limits of the easement strip. Grantor, for itself, its successors and assigns, further agrees that within the limits of the easement strip it will not construct, install or erect any structures or fixtures, including but not limited to swimming pools, construct any non-residential type buildings or store any inflammable goods or products, plant trees or shrubs, place water, sewer or drainage facilities, or change the grade more than one (1) foot without first securing the prior written consent of the Grantee.

The parties hereto do hereby agree to the terms and conditions set forth in Exhibit "A" attached hereto and incorporated herein. The term "utility" on said Exhibit "A" shall mean Grantee. The term "landowner" on said Exhibit "A" shall mean Grantor.

Grantor warrants and represents that Grantor has clear, merchantable, fee simple title to said property, and that Grantor knows of no claim, pending contract for sale, or negotiation for such contract of sale for any of the lands described herein.

This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

WITNESS the signature(s) of the Grantor this _____ day of _____, 20____.

GRANTOR: The City of Whitewater

Signature

Printed Name

Title

Signature

Printed Name

Title

ACKNOWLEDGEMENT

STATE OF WISCONSIN _____)
_____) SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 20____, the above named
_____ as _____, and to the above named
_____ as _____, of The City of Whitewater, to me
known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Notary Signature

Printed Name

Notary Public, State of _____

My Commission expires (is) _____

This instrument drafted by Stacey Walther and checked by Carol Ahles on behalf of American Transmission Company, PO Box 47, Waukesha, WI 53187-0047.

EXHIBIT "A"
[Wis. Stat. Sec. 182.017(7)]

- (c) In constructing and maintaining high-voltage transmission lines on the property covered by the easement, the utility shall:
1. If excavation is necessary, ensure that the topsoil is stripped, piled and replaced upon completion of the operation.
 2. Restore to its original condition any slope, terrace, or waterway, which is disturbed by the construction or maintenance.
 3. Insofar as is practicable and when the landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
 4. Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
 5. Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the landowner's request.
 6. Repair any drainage tile line within the easement damaged by such construction or maintenance.
 7. Pay for any crop damage caused by such construction or maintenance.
 8. Supply and install any necessary grounding of a landowner's fences, machinery or buildings.
- (d) The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, the landowner shall receive from the utility a reasonable amount for such services.
- _____ The foregoing statement notwithstanding, the Landowner, by INITIALING IN THE SPACE AT LEFT, hereby grants written consent to the Utility to use HERBICIDAL chemicals for weed and brush control.
- (e) The Landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if the Landowner fails to do so, the Landowner shall nevertheless retain title to all trees cut by the utility.
- (f) The Landowner shall not be responsible for any injury to persons or property caused by the design, construction or upkeep of the high-voltage transmission lines or towers.
- (g) The utility shall employ all reasonable measures to ensure that the landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.
- (h) The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right-of-way, without the written consent of the landowner.
- (i) If utility access on lands outside the boundaries of the easement area causes damage to asphalt pavement surfaces, The utility shall pay for any damage to be repaired or restored.

_____ The foregoing statement notwithstanding, the Landowner, BY INITIALING IN THE SPACE AT LEFT, hereby grants its written consent for the Utility to use any land beyond the boundaries of the easement for ingress and egress for personnel, equipment and vehicles during construction and maintenance activities.

EASEMENT DESCRIPTION MAP (EXHIBIT B)

LEGEND

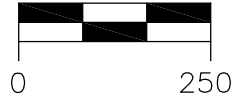
PROPERTY LINE
SECTION LINE
QUARTER SECTION LINE
SIXTEENTH LINE
TRANSMISSION REFERENCE LINE
TRANSMISSION EASEMENT LINE
RIGHT OF WAY LINE
EXISTING UTILITY EASEMENT LINE
PROPERTY CORNER MONUMENT
FOUND



ATC TRANSMISSION LINE EASEMENT
AREA = 15,953 sq. ft. (0.366 acres) +/-



SCALE IN FEET

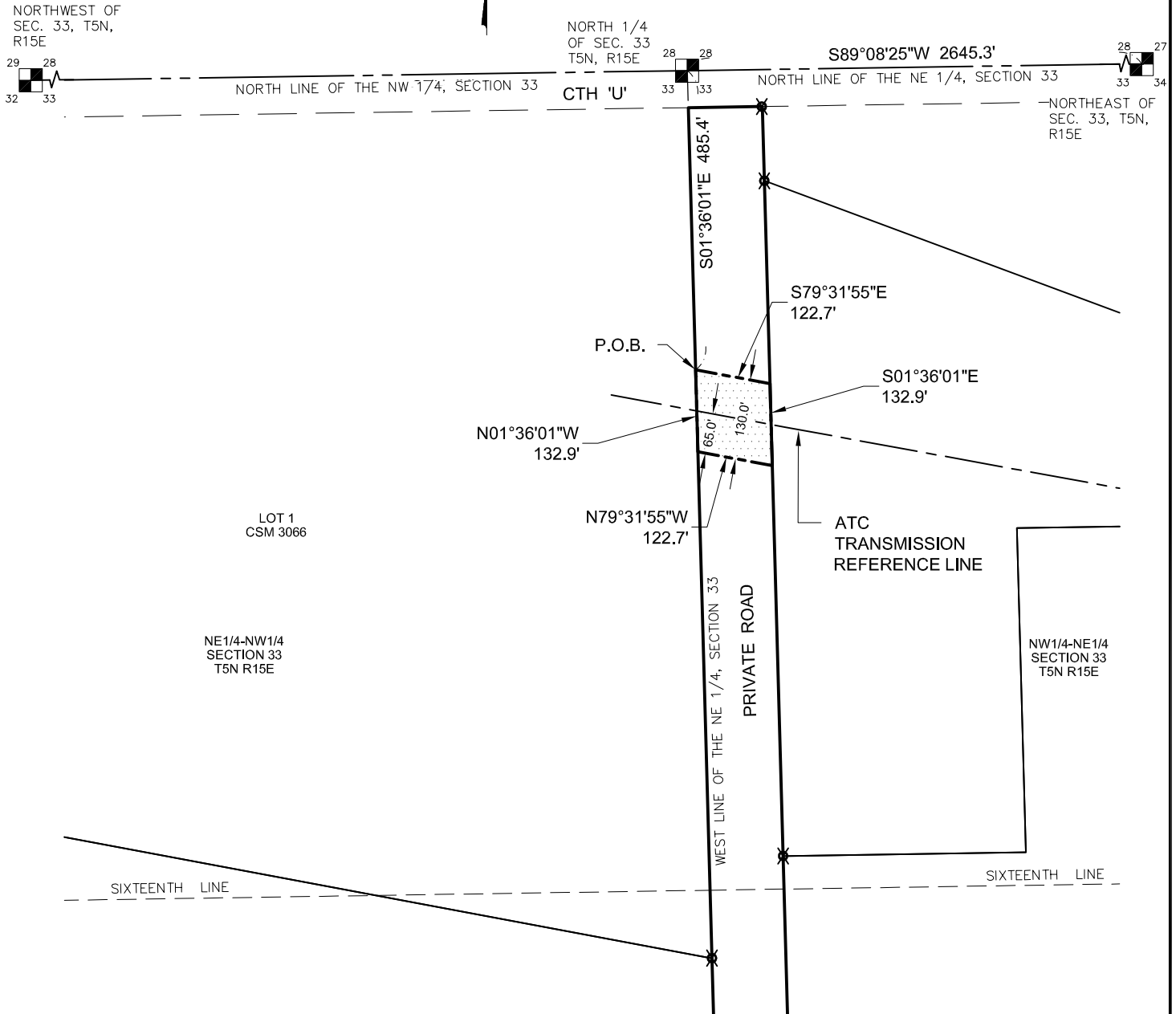


NOTES:

BEARINGS WERE ESTABLISHED USING THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83 2011 (WISCORS CORRECTION).

ELEVATION SHOWN ON THE MAP ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED.



MILWAUKEE REGIONAL OFFICE

9 BUSSE ROAD, SUITE 100
MILWAUKEE, WISCONSIN 53188
P. 262.513.0666

Item 23.

PARCEL NO.
292-0515-3313-000
ATC ID: UNI-RRD0020



REVISIONS

11/21/2024

Drawn : MJP

Date: 11/06/2024

Scale: 1" = 250'

PROJECT NUMBER 24-14670

SHEET NUMBER 1 OF

424

EASEMENT DESCRIPTION (EXHIBIT B)

A 130 foot wide easement which crosses a part of the grantor's premises, being a part of the Northwest Quarter of the Northeast Quarter of Section 33, Township 5 North, Range 15 East, in the City of Whitewater, Jefferson County, Wisconsin, more fully described as follows:

Commencing at the North Quarter Corner of said Section 33; thence South 01°36'01" East along the west line of the Northeast Quarter of said Section 33 also being the west property line of the grantor, 485.4 feet to the **Point of Beginning**, thence **South 79°31'55" East, 122.7 feet** to the east property line of the grantor; thence **South 01°36'01" East** along said east property line, **132.9 feet**; thence **North 79°31'55" West, 122.7 feet** to the aforesaid west line; thence **North 01°36'01" West, 132.9 feet** to the **Point of Beginning**.

Containing **15,953 square feet (0.366 acres)** more or less and subject to restrictions, reservations, rights of way and easements of record.



MILWAUKEE REGIONAL OFFICE

100 BUSSE ROAD, SUITE 100
MILWAUKEE, WISCONSIN 53188
P. 262.513.0666

Item 23.

PARCEL NO.
292-0515-3313-000
ATC ID: UNI-RRD0020



REVISIONS

11/21/2024

1/06/2025

Drawn : MJP

Date: 11/06/2024

Scale: NA

PROJECT
NUMBER 24-14670

SHEET
NUMBER 2 OF

425



Council Agenda Item

Meeting Date: February 20, 2025

Agenda Item: ATC Easement Update

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

BACKGROUND

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

Staff received an updated version of the easement language based on comments received from the City Attorney and previous comments included by staff.

The changes are highlighted in yellow on the attached updated version. Note that the first highlighted paragraph on top of Page 2 was originally added to easement language as part (i) in Exhibit A. It has been removed from Exhibit A and inserted into the Easement language in order to keep the State Statute as written.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

As previously stated in the Council packet memo.

STAFF RECOMMENDATION

Staff recommends a motion to approve the updated electrical transmission line easement with ATC, including granting the use of herbicides and ingress/egress beyond the easement boundary.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. ATC Easement

**ELECTRIC TRANSMISSION LINE
EASEMENT**

Wis. Stat. Sec. 182.017(7)

Wis. Stat. Sec. 196.491(3e)

Not subject to Wis. Stat. § 77.22(1).

Document Number

The undersigned Grantor, **The City of Whitewater, a municipal corporation**, (hereinafter called the "Grantor"), in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto American Transmission Company LLC, a Wisconsin limited liability company, its manager ATC Management Inc., a Wisconsin corporation, their successors, assigns, licensees and managers, (hereinafter jointly referred to as "Grantee"), the perpetual right and easement to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol a line of structures, comprised of wood, concrete, steel or of such material as Grantee may select, and wires, including associated appurtenances for the transmission of electric current, together with communication signals and equipment restricted solely for the purpose of electric utility communication, upon, in, over and across property owned by the Grantor in the City of Whitewater, County of Jefferson, State of Wisconsin, described as follows:

Part of the NW 1/4 of the NE 1/4, Section 33, T5N-R15E, City of Whitewater, Jefferson County, Wisconsin.

Recording Area

Name and Return Address
Steigerwaldt Land Services, Inc.
856 North 4th Street
Tomahawk, WI 54487

Parcel Identification Number(s)
292-0515-3313-000

The legal description and location of the Perpetual Easement Strip is as shown on the Exhibit B, attached hereto and incorporated by reference in this easement document.

The easement has the following specifications:

EASEMENT STRIP:

Length: Approximately 133 feet

Width: Approximately 123 feet

TRANSMISSION STRUCTURES:

Type: N/A

Number: 0

Maximum height above existing ground level: N/A feet

TRANSMISSION LINES:

Maximum nominal voltage: 138,000 volts

Number of circuits: 2

Number of conductors: 6

Number of static wires: 2

Minimum height above existing
landscape (ground level): 20.7 feet

The Grantee is also granted the associated necessary rights to:

- 1) Enter upon the easement strip for the purposes of exercising the rights conferred by this easement.
- 2) Construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol the above-described facilities and other appurtenances that the Grantee deems necessary.
- 3) Trim, cut down and remove any or all brush, trees and overhanging branches now or hereafter existing on said easement strip.
- 4) Cut down and remove such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on the property of the Grantor located outside of said Perpetual Easement Strip that in Grantee's judgment, may interfere with Grantee's full use of the Perpetual Easement Strip for the purposes stated herein or that pose a threat to the safe and reliable operation of the Electric Transmission Facilities; together with the right, permission and authority to enter in a reasonable manner upon the property of the Grantor adjacent to said Perpetual Easement Strip for such purpose.

The Grantee shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than brush and trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of said facilities.

UNI-BRD0020

Grantor, for itself, its successors and assigns, agrees that it will not locate any dwelling or mobile home intended for residential occupancy within the limits of the easement strip. Grantor, for itself, its successors and assigns, further agrees that within the limits of the easement strip it will not construct, install or erect any structures or fixtures other than a paved roadway, including but not limited to swimming pools, construct any non-residential type buildings or store any inflammable goods or products, plant trees or shrubs, place water, sewer or drainage facilities, or change the grade more than one (1) foot without first securing the prior written consent of the Grantee.

The Grantor and its guests, agents, employees, contractors, invitees, successors and assigns may use the Perpetual Easement Strip as a roadway and also for such other purposes that will not interfere with the Grantee's full enjoyment of the Perpetual Easement Strip.

The parties hereto do hereby agree to the terms and conditions set forth in Exhibit "A" attached hereto and incorporated herein. The term "utility" on said Exhibit "A" shall mean Grantee. The term "landowner" on said Exhibit "A" shall mean Grantor.

Grantor warrants and represents that Grantor has clear, merchantable, fee simple title to said property, and that Grantor knows of no claim, pending contract for sale, or negotiation for such contract of sale for any of the lands described herein.

This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

WITNESS the signature(s) of the Grantor this _____ day of _____, 20____.

GRANTOR: The City of Whitewater

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Title _____

Title _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 20____, the above named _____ as _____, and to the above named _____ as _____, of The City of Whitewater, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Notary Signature

Printed Name _____

Notary Public, State of _____


My Commission expires (is) _____

This instrument drafted by Stacey Walther and checked by Carol Ahles on behalf of American Transmission Company, PO Box 47, Waukesha, WI 53187-0047.

EXHIBIT "A"
[Wis. Stat. Sec. 182.017(7)]

- (c) In constructing and maintaining high-voltage transmission lines on the property covered by the easement, the utility shall:
1. If excavation is necessary, ensure that the topsoil is stripped, piled and replaced upon completion of the operation.
 2. Restore to its original condition any slope, terrace, or waterway, which is disturbed by the construction or maintenance.
 3. Insofar as is practicable and when the landowner requests, schedule any construction work in an area used for agricultural production at times when the ground is frozen in order to prevent or reduce soil compaction.
 4. Clear all debris and remove all stones and rocks resulting from construction activity upon completion of construction.
 5. Satisfactorily repair to its original condition any fence damaged as a result of construction or maintenance operations. If cutting a fence is necessary, a temporary gate shall be installed. Any such gate shall be left in place at the landowner's request.
 6. Repair any drainage tile line within the easement damaged by such construction or maintenance.
 7. Pay for any crop damage caused by such construction or maintenance.
 8. Supply and install any necessary grounding of a landowner's fences, machinery or buildings.
- (d) The utility shall control weeds and brush around the transmission line facilities. No herbicidal chemicals may be used for weed and brush control without the express written consent of the landowner. If weed and brush control is undertaken by the landowner under an agreement with the utility, the landowner shall receive from the utility a reasonable amount for such services.
- _____ The foregoing statement notwithstanding, the Landowner, by INITIALING IN THE SPACE AT LEFT, hereby grants written consent to the Utility to use HERBICIDAL chemicals for weed and brush control.
- (e) The Landowner shall be afforded a reasonable time prior to commencement of construction to harvest any trees located within the easement boundaries, and if the Landowner fails to do so, the Landowner shall nevertheless retain title to all trees cut by the utility.
- (f) The Landowner shall not be responsible for any injury to persons or property caused by the design, construction or upkeep of the high-voltage transmission lines or towers.
- (g) The utility shall employ all reasonable measures to ensure that the landowner's television and radio reception is not adversely affected by the high-voltage transmission lines.
- (h) The utility may not use any lands beyond the boundaries of the easement for any purpose, including ingress to and egress from the right-of-way, without the written consent of the landowner.

_____ The foregoing statement notwithstanding, the Landowner, BY INITIALING IN THE SPACE AT LEFT, hereby grants its written consent for the Utility to use any land beyond the boundaries of the easement for ingress and egress for personnel, equipment and vehicles during construction and maintenance activities.

	<h2 style="text-align: center;">Council Agenda Item</h2>
Meeting Date:	02/20/2025
Agenda Item:	PD Evidence Garage Design Consultant Selection
Staff Contact (name, email, phone):	Dan Meyer dmeyer@whitewater-wi.gov 262-473-1371

BACKGROUND

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

On January 22, 2025, the Police Department publicly posted a request for proposals for design services for a police department evidence garage. Seven proposals were received by the February 11, 2025 due date. Proposals were submitted by the following companies:

- Angus-Young
- Dimension IV Madison Design Group LLC
- FEH Design
- FGM Architects Inc.
- Jewell Associates Engineers, Inc.
- Senga Architects
- Thrive Architects, LLC

The proposals were reviewed by an evaluation panel that independently scored the proposals. The scores were based on a 100-point scale, evaluating each firm's past design experience with similar projects, financial and organizational capacity to fund, oversee, manage and complete the project, experience and technical competence, consultant approach and proposed timeframe, ability to perform within City ordinances and policies, and financial feasibility/reliability of budget estimates. The firms were ranked according to their aggregate score. The evaluation panel felt that all firms submitting proposals were capable of completing the work outlined in the request for proposals. Generally, all firms had highly rated design experience and technical competence.

Evaluation Panel Recommendation

The firm receiving the highest score by the evaluation panel was Angus-Young. Angus-Young's proposal included topographic, geotechnical, and survey work as well as contract preparation. Furthermore, Angus-Young clearly stated which entities would be responsible for providing those services. Angus-Young also provided a clearly broken-down total fee of \$52,995, which was one of the lowest estimates provided by the seven firms.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

On January 21, 2025, the Common Council affirmed the decision to pursue design work for a new police department evidence garage.

FINANCIAL IMPACT

(If none, state N/A)

\$180,000 is currently allocated for police department evidence garage design and construction.

STAFF RECOMMENDATION

Recommended Motion: **Move to enter into a contract with Angus-Young for design services for the police department evidence garage.**

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Angus-Young Proposal
 2. Jewell Proposal
 3. Dimension IV Proposal
 4. FGM Architects Proposal
 5. Senga Proposal
 6. Thrive Proposal
 7. FEH Proposal
 8. PD Evidence Storage Garage RFP
 9. PD Evidence Garage Design Proposal Scoring Matrix
-

REQUEST FOR PROPOSAL

City of Whitewater Police Department Evidence and Training Garage

Architecture and Engineering Services



TABLE OF CONTENTS

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H.	Budget breakdown	29

02/11/2025

City of Whitewater Police Department

Dan Meyer, Police Chief

312 W. Whitewater St.

Whitewater, WI 53190

dmeyer@whitewater-wi.gov



Dear Mr. Meyer,

On behalf of Angus-Young, I am pleased to present the requested information for the City of Whitewater Police Department Evidence Storage/Training Garage RFP, issued on January 22, 2025. We have had the privilege of working on various projects throughout the City of Whitewater community, including UW-Whitewater and John's Disposal, and we appreciate the opportunity to further strengthen our relationship with the City of Whitewater and its residents. Angus-Young has successfully collaborated with municipal police departments in the Village of Belleville, City of Beloit, and Village of New Glarus. Additionally, we have completed more than three specialty police training facilities and 40 storage facilities in recent years. With extensive experience working with over 30 local municipalities and navigating complex design approval and submittal processes, we are confident in our ability to meet the goals of this project. To support these efforts, we are partnering with Batterman Engineering, a trusted expert in topographic and utility mapping, to ensure seamless site analysis and planning.

Who We Are

Angus-Young is a full service architectural, landscape architecture, engineering and interior design firm providing high-quality design solutions, construction documentation, bid management, and construction services. Registered architects, landscape architects, engineers, and interior designers carry out the development of all projects from office locations in Madison, WI, Janesville, WI and Rockford, IL.

Our Process

At Angus-Young, we work hand in hand with our clients to discover what their vision is; defining it, and bringing it to life. Using a process that's collaborative, informative, and productive, our experienced teams will lead your project from start to finish, ensuring it remains on budget and on time. Based on our storied portfolio of successful police evidence, storage and training projects combined with our highly qualified and responsive team, I am confident that we can meet your project goals and schedule. We will work together to bring your vision to life while saving you time and money, making the processes as smooth as possible.

If you have any questions or need additional information, please call me at 608-756-2326 or email me at b.werginz@angusyoung.com. I will serve as the contact person for Angus-Young. Thank you for allowing us this opportunity to submit our qualifications.

Sincerely,

Brad Werginz, Principal Architect

Angus-Young

Item 24.

6-2326



Janesville | Madison | Rockford
angusyoung.com
608-756-2326

436



A) COMPANY OVERVIEW

67

Years in Business

66+

Excellent Employees

5

Principals

3

Office Locations

9,329+

Projects since 1956

Angus-Young is a full service architectural, engineering, landscape architecture, and interior design firm providing high quality design solutions, construction documentation, bid management, and construction services. Registered architects, engineers, and interior designers carry out the development of all projects. Our team's involvement starts during initial programming and development of the design and continues through completion of construction.

As a design firm, we bring an innovative and fresh perspective to all of our projects, whether the project is a study, programming and planning, renovation or new construction. We are knowledgeable in all building systems, and we have an interactive approach to working with clients. Our ability to listen to our clients and involve them in the decision making process allows us to develop and produce successful projects for them.

COMPANY HISTORY

1956

The firm was established in Janesville, WI by partners Lincoln F. Frelich, AIA, and James J. Angus, AIA.

1972

Roger Young, AIA, became a partner of the firm and so the name of the firm changed to Frelich-Angus-Young Architects.

1981

Lincoln Frelich, AIA, retired, and the firm became known as Angus-Young Architects, S.C

1986

The firm was established by virtue of ownership changes, and became known as Angus-Young Associates, Inc.

1990

Angus-Young Associates acquired the firm of Rose Associates/ Architects.

2014

Angus-Young established an office in downtown Madison, WI.

2023

Angus-Young established an office in downtown Rockford, IL.

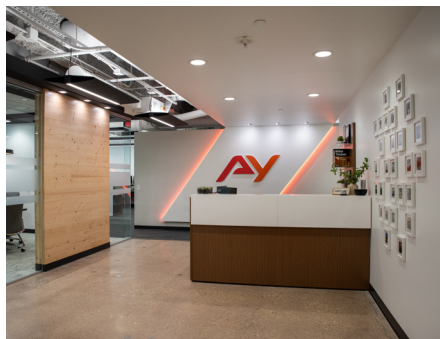
A) OFFICE LOCATIONS & CONTACT INFORMATION

- > CONTACT INFORMATION - RESPONSIBLE OFFICE - JANESVILLE, WI
608.756.2326 | www.angusyoung.com



JANESVILLE OFFICE

Water Works Building, 555
South River Street
Janesville, WI 53548



MADISON OFFICE

316 West Washington
Avenue, Suite #800
Madison, WI 53703



ROCKFORD OFFICE

416 East State Street,
Suite 200
Rockford, IL 61104

B) OWNERSHIP

Angus-Young is a privately-owned corporation. There are 7 shareholders, listed as follows:

- > Joseph J. Stadelman, AIA, LEED AP, President, Principal Architect
- > Jeffrey Davis, AIA, NCARB, LEED AP, Vice-President, Principal Architect
- > Zachary Goswick, P.E., S.E., CFO, Principal Structural Engineer
- > Bradley Werginz, AIA, Principal Architect, Director
- > Steven Genin, P.E., Principal Mechanical Engineer, Director
- > Brandon Adler, AIA, Architect
- > Collin Keeton, P.E., Electrical Engineer

SIZE OF FIRM

Angus-Young has 66 employees. These employees are broken up by discipline as follows:

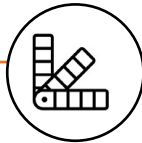
- > Architectural/Interiors.....30 employees
- > Structural.....10 employees
- > Electrical.....4 employees
- > Mechanical/Plumbing.....11 employees
- > Civil/Landscape.....2 employees
- > Administrative.....3 employees
- > Technical.....6 employees

SERVICES

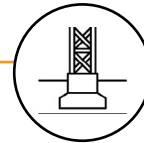
Whatever your vision, our firm has the experience and expertise necessary to bring it to life in extraordinary fashion. As a general practice firm with over 60 years of experience, our teams are fluent in all aspects of architectural, engineering, interior, and landscape design. Our engineering and designers being all in-house, will be included in all necessary preliminary meetings.



ARCHITECTURAL
DESIGN



INTERIOR DESIGN



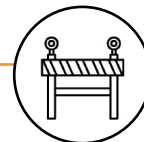
STRUCTURAL
DESIGN



MECHANICAL
DESIGN



LANDSCAPE
DESIGN



CIVIL
ENGINEERING



COST ANALYSIS



ELECTRICAL
DESIGN



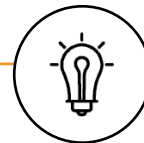
PLUMBING DESIGN



3D DESIGNS &
VISUALIZATIONS



VALUE
ENGINEERING



ENERGY
MANAGEMENT



BRADLEY WERGINZ

Principal-in-Charge, Principal Architect

Brad has over 20 years experience in Municipal and Institutional Design, having placed an emphasis on the new construction and renovation of public works facilities. He has managed a variety of municipal project types including public works facilities, fire stations, police stations, police and fire training facilities, town halls, community centers and community park shelters.

In addition, Brad has worked with the State of Wisconsin - Division of Facilities Development as a design consultant on over 50 state projects at multiple state agencies including UW-Whitewater, UW-Platteville, the Department of Corrections, DNR and the Department of Veteran's Affairs.

In the role of Principal Architect, Brad is directly involved in the development of the design, systems coordination, scheduling, budget and quality control. He is responsible for the development of a project from the design or design development stage through the completion of the project.

ROLE & RESPONSIBILITIES

Leads the team by overseeing the project holistically - guiding the project design, and aligning relevant disciplines to the clients desired outcomes.

Oversees project planning and programming, proposals, contracts, budgets, and quality control for the project.

Steers the project team through the plan approval and entitlement processes by collaborating with the local municipalities and authorities.

Passionate about mentoring and developing emerging talent, driving innovation and excellence across all project phases.

EDUCATION

Bachelor of Science in Architecture, University of Wisconsin-Milwaukee (2002)

REGISTRATIONS & MEMBERSHIPS

State of Wisconsin Registered Architect – WI #A-11686

Memberships: American Institute of Architects (AIA), American Public Works Association (APWA), Town of Dunkirk Plan Commission in Dane County

SELECTED PROJECT EXPERIENCE

Village of New Glarus Police Department

Blackhawk Technical College Public Safety Education and Training Facility

Blackhawk Technical College EVOC Track and Training Facilities

Village of Belleville - New Fire Station

Town of Delavan Fire Station

City of Fond du Lac Public Safety Training Center

City of Franklin Police Shooting Range Renovations

Green County EMS Facility



JIM TIBBETTS

Project Manager

Jim has over 25+ years experience in Municipal and Institutional Design, having placed an emphasis on the new construction and renovation of municipal office buildings. In the role of Project Manager, Jim is directly involved in the development of the design, systems coordination, scheduling, budget and quality control. He has direct expertise in renovations and managing projects with multiple scopes, such as his work with General Motors, Alliant Energy, ABC Supply, and Marathon County.

Jim also has experience in renovations, additions and new construction of municipal facilities. Jim's expertise includes design development, working drawings, specifications, project coordination, scheduling and administration, and computer-aided design. Part of his role is the integration of a variety of disciplines to make sure that the project goals and outcomes have been achieved.

ROLE & RESPONSIBILITIES

Coordination with all building disciplines, both internally and externally, from preliminary design through construction administration and completion.

Understanding and translating a client's vision into a successful design.

Developing clear and informative construction documents on schedule, meeting pricing goals and proposing budget solutions.

Understanding code compliance and best practices.

EDUCATION

Associate of Architecture, Madison Area Technical College (1989)

Associate in Commercial Art, Madison Area Technical College (1986)

REGISTRATIONS & MEMBERSHIPS

Associate Member of the American Institute of Architects (AIA)

Member of the Wisconsin Society of Architects

SELECTED PROJECT EXPERIENCE

City of Beloit Police Evidence HVAC

Town of Beloit Police Department

City of Milton Police Study

Dodge County: SO 911 Center Upgrades, Jail Roofing Project

Marathon County: Sheriff's Dept Training & Resource Center, Sheriff's Department Buildings, Juvenile Facility Re-Roofing



ZACH GOSWICK

CFO, Engineering Manager, P.E.
Principal Structural Engineer

Zach has been a part of the team at Angus-Young since 1999, and in 2017 he became the firm's Chief Financial Officer. He is the lead Structural Engineer for numerous projects in the office and works closely with the other building design disciplines to create excellent building design. Prior to joining Angus-Young, Zach worked as a Structural Engineer for VP Buildings designing hundreds of pre-engineered metal buildings.

Zach currently designs structures for all types of buildings including low and high rise with complexities ranging from simple load bearing wall structures to steel frames with cranes, flat slab concrete, and concrete frame designs. This includes masonry, steel, wood, and concrete designs using both manual and computer analysis and design. He is responsible for the complete structural design and detailing of new buildings, additions, and renovations. Zach consults and coordinates on building structures from initial conceptual planning stages through construction.

ROLE & RESPONSIBILITIES

Assesses a building's core functions, including its design, foundation, and materials.

Leads the A-Y structural team, conducts site investigations, performs load calculations, and prepares project specifications.

Manages structural project plans and models using 2D and 3D software like Revit and Microstation.

Collaborates with internal and external teams to create a unified design.

EDUCATION

Master of Science in Structural Engineering,
Milwaukee School of Engineering (2010)

Bachelors of Science in Architectural Engineering,
Milwaukee School of Engineering (1997)

Model Law Structural Engineer Certification from the
National Council of Examiners for Engineering and
Surveying (NCEES)

Construction Document Technologist Certification
from the Construction Specifications Institute (CSI)

REGISTRATIONS & MEMBERSHIPS

Licensed Structural Engineer or Professional Engineer:
State of Wisconsin, Arkansas, Florida, Illinois, Indiana,
Iowa, Kentucky, Minnesota, New Mexico, North Dakota,
Pennsylvania and Texas

Member of the American Institute of Steel Construction
(AISC)

Member of the American Concrete Institute (ACI)

SELECTED PROJECT EXPERIENCE

City of Janesville Material Storage Building

Village of Waukesha - New Fire Station



STEVEN GENIN

Principal Mechanical Engineer, PE Mechanical Engineer

Steven has more than 10 years of experience at Angus-Young. As the lead Mechanical Engineer on this project, Steven will work closely with other design disciplines to create cohesive building designs. This includes designing mechanical systems for office buildings, retail facilities, educational facilities from elementary through college, medical including hospitals and clinics, industrial and manufacturing facilities, as well as municipal and transportation facilities. He has designed high- and low-pressure steam, hot water, chilled water, refrigeration systems, and various air handling systems.

He has performed facility analyses for energy efficiency improvements and budgeting for chiller and boiler plants. Focusing on the design and modification of new and existing systems, he works to balance energy consumption, life-cycle cost, and comfort to meet the needs of each individual client. Steven consults and coordinates building mechanical systems from initial conceptual planning stages through construction.

ROLE & RESPONSIBILITIES

Creates functional, energy-efficient and code-compliant mechanical systems drawings and specifications.

Performs engineering analyses; balancing energy consumption, accounting for life-cycle costs.

Produces load calculations, system sizing, and energy modeling (as needed) to guide design.

Utilizes the more than 3 decades of combined experience and knowledge shared between the A-Y MEP team members.

EDUCATION

Master of Business Administration,
University of Wisconsin-Whitewater (2015)

Bachelor of Science in Mechanical Engineering,
University of Wisconsin-Platteville (2013)

REGISTRATIONS & MEMBERSHIPS

Licensed Professional Engineer: State of Wisconsin, Florida, Georgia, Illinois and Nebraska

Memberships: Current Treasurer of Downtown Janesville Incorporated, Madison Chapter of American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE), Government Relationship Council (GCR)

SELECTED PROJECT EXPERIENCE

City of Beloit Police Dept RTU & Control Upgrades

Village of New Glarus Police Department

Marathon County - Sheriff's Dept Buildings

Rock County - Medical Examiners Garage

Dodge Cty: SO 911 Center Upgrades, Jail Anteroom Upgrades, Jail Roofing Project, Jail Chiller Replacement



COLLIN KEETON

Electrical Engineer

Collin has been with Angus-Young for more than 10 years and has gained experience in office buildings, municipal buildings, educational facilities, and recreational facilities. As the electrical engineer on this project, Collin is directly involved with the development of the design as it pertains to power and lighting performance, quality, and installation to ensure systems meet budget and quality standards. This includes verification of electrical requirements, code requirements, power distribution characteristics, and cost estimate verification.

Collin is also responsible for assessing the requirements and/or design of communications, computer network, fire alarm and detection systems, public address, and other electrical based communication systems.

ROLE & RESPONSIBILITIES

Understand technical control and distribution of electrical systems and components.

Manage, develop, and design power and lighting systems for projects.

Assess the electrical needs of facilities to determine system requirements.

Create designs using Revit, Microstation, and visual lighting software to ensure appliances operate smoothly and safely.

Ensure designs comply with local, industry, and client-specific codes and standards.

EDUCATION

Bachelor of Science in Architectural Engineering with an emphasis on Building Electrical Systems, Milwaukee School of Engineering (2013)

Masters in Business Administration, Rockford University (Fall 2024)

REGISTRATIONS & MEMBERSHIPS

State of Wisconsin Registered Professional Engineer – WI #48248-6

SELECTED PROJECT EXPERIENCE

Blackhawk Technical College Public Safety Education and Training Facility

Blackhawk Technical College EVOC Track and Training Facilities

Dodge Cty Jail Anteroom Upgrades

Town of Delavan Fire Station

Dodge County Reeseville Facility

VoWaukesha - Electrical Upgrades



KATIE UDELL

PLA, ASLA, LEED AP
Landscape Architect

Katie has more than 18 years' experience with Angus-Young. She will assist with the initial site concept, layout, and help coordinate the site internally for hand-off to the civil engineering team. Katie's expertise and artful landscape architecture abilities help integrate our buildings with the site they sit within. Katie's ability to thoughtfully lay out a site plan for efficiency, balancing aesthetics with utilities, landscaping, stormwater and parking sets up the civil engineering team for immediate success.

ROLE & RESPONSIBILITIES

Design and develop landscape plans that focus on functionality, aesthetics, and sustainability.

Conduct site analysis to inform project designs.

Prepare detailed construction documents, including site layouts, grading plans, and planting designs.

Oversees project implementation by coordinating with contractors, monitoring progress, and ensuring adherence to design intent and specifications.

EDUCATION

Bachelor of Sciences in Landscape Architecture,
University of Wisconsin-Madison (2003)

Environmental Studies Certificate,
University of Wisconsin-Madison (2003)

REGISTRATIONS & MEMBERSHIPS

State of Wisconsin Registered Landscape Architect
(2009)

LEED Accredited Professional (2007)

Memberships: American Society of Landscape
Architects (ASLA), Wisconsin American Society of
Landscape Architects (WI ASLA), Xerces Society

SELECTED PROJECT EXPERIENCE

Rock County - Medical Examiners Garage

City of Janesville Water Utility Cold Storage Building

Village of Waukesha - New Fire Station

Waukesha County - Salt Shed Replacement

Rock Cty Beloit DPW

City of Fort Atkinson - Public Works Facility



KRISTIN BELONGIA, PLS

Vice President of Survey

608.365.4464 • kbelongia@rhbatterman.com

EDUCATION

Gateway Technical College, 2003

Northeastern Wisconsin Technical College, 2008

CERTIFICATIONS

Wisconsin Professional Land Surveyor, 2009

Drone Pilot License

SPECIALTIES

Survey Project Management

Design Survey & Data Collection

AutoCAD Civil 3D

REFERENCES

Mark Wendorf

Director of Public Works
City of Delavan
262.728.5585

Mike Payne, PE

Director of Public Works
City of Janesville
608.755.3164

Kristin leads and manages our Survey department. She has extensive experience with WisDOT right-of-way platting, boundary surveys, land divisions, topographic surveys, and ALTA/NSPS Land Title Surveys, all using AutoCAD Civil 3D.

With over 20 years of experience and degree in civil engineering, Kristin has successfully managed a wide range of survey projects from simple plat of surveys, complex land divisions and property sales, and municipal survey projects for infrastructure improvements (for Towns, Villages, Cities and Counties). She has a keen understanding of survey methods and local and state regulations to provide comprehensive survey information for design purposes, resulting in a successful project outcomes.

Kristin is also responsible for UAV data processing for the drone program that she implemented at Batterman. Kristin and the survey staff utilize the latest conventional, GPS, drone and scanning equipment and technology.

PROJECT EXPERIENCE

- WisDOT Survey Master Contract – Work Orders in Rock, Green, Dodge, Iowa, and Lafayette Counties (2018 - Current)
- Racine Street/Randall Avenue, City of Janesville (STP-U/HSIP) (2019-2020)
- Park Avenue Reconstruction, Town of Beloit (2021-2022)
- Henry Avenue Resurfacing (STP-U), City of Beloit (2021)
- Sixth Street and North Street Turn Lane, City of Beloit (2021)
- CTH H Reconstruction, Kenosha County (2020-2021)
- Delavan Tower Park, Main Street and Park Place Reconstruction, City of Delavan (2019-2020)
- Sixth Street and North Street Turn Lane, City of Beloit (2021)
- ABC Supply Stadium, Beloit, WI (2020-2021)



3) MUNICIPAL EXPERTISE

Each municipality passes on a unique history with a distinct vision through its architecture. Here are a selection of the 30+ municipalities whose visions we have helped bring to life.



CITIES

- > City of Baraboo
- > City of Beloit
- > City of Elkhorn
- > City of Fort Atkinson
- > City of Fitchburg
- > City of Fond du Lac
- > City of Franklin
- > City of Jefferson
- > City of Madison
- > City of McFarland
- > City of Milton
- > City of Oak Creek
- > City of Stoughton
- > City of Watertown



TOWNS & VILLAGES

- > Town of Beloit
- > Town of Darien
- > Town of Delavan
- > Town of Fulton
- > Town of Lodi
- > Town of Rutland
- > Town of Turtle
- > Village of Belleville
- > Village of Footville
- > Village of New Glarus
- > Village of Orfordville
- > Village of Waukesha



COUNTIES

- > Dodge County
- > Green County
- > Rock County
- > Marathon County
- > Walworth County
- > Winnebago County



POLICE, TACTICAL TRAINING, & EMS EXPERTISE

At Angus-Young we know creating the right facility for your employees to get to work and provide emergency services to members in your community is vital. Whether you are designing a stand-alone evidence room, kitchen, training space, vehicle bays, or shooting ranges, we have the experience and team to get it done. Here are a selection of the police, tactical training and EMS projects we have collaborated on.

SAMPLE PROJECTS

- > Belleville Police Department
- > City of Madison Police Training Facility
- > Fond Du Lac Public Safety Training Facility
- > Blackhawk Technical College Public Safety Education and Training Building
- > Blackhawk Technical College EVOC Training Course and Buildings
- > Town of Beloit Police Station
- > City of Franklin Police Shooting Range
- > Milton Police Department
- > New Glarus Police Department
- > Village of Shorewood Police



STORAGE FACILITIES EXPERTISE

SAMPLE PROJECT EXPERIENCE

- Air Products Warehouse
- Amtek Chemical Facility
- City of Janesville Water Utility Cold Storage Building
- McMiller Range Storage Building
- DNR Vernon Marsh Wildlife Area Storage and Office Facility
- Welton Enterprises Silicon Prairie Storage Building
- Winnebago County DPW Storage Facility
- TIA New Vehicle Storage Facility
- Thomas Design - Polyfirst Storage Addition
- Rock County Metal Building Storage Garage
- Rock County DPW Beloit Storage Facility
- Prent Storage Building
- NARA (National Archives and Records Administration) Processing and Storage Facility
- Madison Square Storage Building
- Summit Self Storage buildings
- Kaufman Trailers Storage Buildings
- Interstate Green Metro Storage Building
- Air Products Catalyst Storage building
- Evonik-Milton Chemical Storage Building
- Dodge County Salt Storage
- City of Madison South Point Road Public Works Storage
- City of Beloit Truck Storage Building
- Alliant Portage Power Plant Storage Building
- Alliant Cedar Ridge Wind Farm Storage Building
- Adelman Storage Buildings
- Cottage Grove Climate Controlled Storage Building
- Winnebago County Highway Department Storage Facility
- City of Watertown City Services Center
- Town of Beloit Public Works Facility
- Stoughton Department of Public Works Facility
- Rock County Medical Examiners Garage
- Rock County Highway Department Maintenance Facility
- Oak Creek Public Works Facility
- City of Middleton Public Works Facility
- Fitchburg Department of Public Works
- Fond du Lac Department of Public Works
- Jefferson City Department of Public Works



PUBLIC SAFETY EDUCATION BUILDING

BLACKHAWK TECHNICAL COLLEGE

SCOPE

74,695 SF new building

LOCATION

6004 South County Hwy G
Janesville, WI 53546

CLIENT

Blackhawk Technical College

SERVICES PROVIDED

Architectural
Interior
Landscape
Structural
Electrical
Mechanical
Plumbing
LEED Project Management

COMPLETION DATE

June 2024

ESTIMATED COST

\$21,000,000

COMPLETED COST

\$19,657,797

PROJECT DESCRIPTION

Angus-Young is working with Blackhawk Technical College to construct this 74,695 SF Public Safety Education Building. The facility will accommodate an indoor shooting range with 12 lanes, range support spaces, DAAT training room, classrooms, EMS lab and apparatus bay, administrative suite, indoor track, and locker room facilities. Storage rooms and support spaces for the primary functions are also included in the project scope. The building will include site development such as a new access drive on the West, concrete apron on the North, and apparatus bay apron with associated modifications to the parking lot on the East. Furthermore, this project will be designed and constructed to meet the U.S. Green Building Council's LEED Silver Certification Standards.



PROJECT DESCRIPTION

Angus-Young collaborated with the City of Beloit to develop design and construction plans for an HVAC upgrade in the police evidence room at 100 State Street. The project involved developing drawings and specifications covering demolition, electrical, HVAC, plumbing, structural, and architectural components. The evidence room, roughly 2,000 SF with unique environmental control requirements, previously lacked proper ventilation, leading to air quality concerns and noncompliance with International Association for Property and Evidence (IAPE) guidelines. The new HVAC system was designed to maintain temperatures between 60-75°F with relative humidity below 60%, incorporate a negative pressure system with 10-12 air changes per hour, and operate separately from the main facility's HVAC. Firm responsibilities included design presentation, shop drawing reviews, on-site inspections, and ensuring construction aligned with the approved design. A written budgetary estimate for construction was also provided.

POLICE EVIDENCE ROOM HVAC CITY OF BELOIT

SCOPE

Police evidence room HVAC

LOCATION

100 State Street
Beloit, WI 53511

CLIENT

City of Beloit

SERVICES PROVIDED

Mechanical
Electrical
Plumbing
Architectural

COMPLETION DATE

August 2017

ESTIMATED COST

\$108,636

COMPLETED COST

\$106,700



EVOC TRACK AND TRAINING BUILDINGS

BLACKHAWK TECHNICAL COLLEGE

SCOPE

EVOC Track and Training Buildings

LOCATION

700 College Street
Beloit, Wisconsin 53511

CLIENT

Blackhawk Technical College

SERVICES PROVIDED

Architecture
Electrical
Interior Design
Landscape Design
Mechanical
Plumbing

COMPLETION DATE

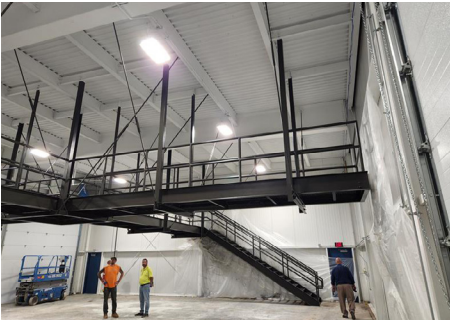
June 2022

ESTIMATED COST

\$3,000,000

COMPLETED COST

\$2,866,577



PROJECT DESCRIPTION

Angus-Young collaborated with Blackhawk Technical College to design a state-of-the-art Emergency Vehicle Operator Course (EVOC) training facility, supporting the college's mission to develop skilled emergency responders and transportation professionals. The A-Y team provided a comprehensive site plan that integrated specialized training environments with instructional spaces, ensuring a seamless blend of classroom learning and hands-on experience.

The course includes a multi-purpose fire training tower, and a scenario training village designed to simulate real-world emergency situations. Additional training areas for confined space and trench rescue, water rescue, motorcycle operations, and semi-truck maneuvering further enhance the facility's capabilities. The site also features an electric power distribution training area, a relocated Center for Transportation Studies, and designated space for future expansion to accommodate evolving training needs. Pedestrian walkways were incorporated to connect the training areas to the central campus, improving accessibility and integration.



POLICE TRAINING FACILITY

CITY OF MADISON

SCOPE

8,500 SF addition and 3,800 SF addition

LOCATION

5702 Femrite Drive
Madison, WI 53718

CLIENT

Randy Wiesner
Project Manager - City of Madison
608-266-4668
rwiesner@cityofmadison.com

SERVICES PROVIDED

Architectural
Interior Design
Site/Civil
Landscape
Structural
Mechanical
Electrical
Plumbing



PROJECT DESCRIPTION

This phased project consists of partial renovation and an addition to the City of Madison Police Department's existing 22,500 square foot Training Center. Phase 1 renovation included improving the building's exterior facade, adding new classrooms, offices, restrooms, locker rooms, scenario training room, and armory room.

The addition to the facility is an 8,5000 square foot 12-lane shooting range with support spaces. The shooting range is a 75 yard full tactical range that allows officers to train in multiple scenarios; from traditional down range firing to "real life" situational training with props, sound effects, and moving targets. The support spaces include a gun cleaning room, shoot/don't shoot simulator, and staging area.

The training center is designed and operation to not only meet the needs of the City of Madison Police Department, but can also accommodate many surrounding agencies, whether for classroom instruction or firearm training.

This project is LEED Silver certified.



PROJECT DESCRIPTION

This one story project started by first demolishing an existing house and garage. The facility features engineering wood siding and trim with stone accents on its exterior.

The secure lobby leads into the office and administration space; beyond that is a cozy kitchen, records and training rooms, and restrooms. Also essential to the department are armory, cleaning and gear/locker rooms. The layout was designed to allow for areas open to the public and for staff to be secured. The garage provides officers direct access to rooms including processing, interview, and consult, evidence processing and storage, as well as a kennel.

POLICE STATION

VILLAGE OF BELLEVILLE

SCOPE

New 9,600 SF Police Station

LOCATION

200 West Pearl St
Belleville, Wisconsin 53508

CLIENT

William Eichelkraut
Chief of Police
Belleville Police Department
608-255-2345
weichelkraut@villageofbelleville.com

SERVICES PROVIDED

Architectural
Site/Civil
Landscape
Structural
Mechanical
Electrical
Plumbing

COMPLETION DATE

September 2019

ESTIMATED COST

\$1,719,958

COMPLETED COST

\$1,551,842



POLICE STATION RENOVATION

VILLAGE OF NEW GLARUS

SCOPE

3,200 SF Renovation

LOCATION

313 2nd Street
New Glarus, WI 53574

CLIENT

Village of New Glarus Police
Department

SERVICES PROVIDED

Architectural
Plumbing
Electrical
Mechanical
Structural

COMPLETION DATE

December 2020



PROJECT DESCRIPTION

This project updated the existing police department space at 313 2nd Street, New Glarus, WI, covering approximately 3,200 square feet, including an adjacent vacated tenant space. The project created new staff offices, workstations, a reception window, break room, locker room, remodeled toilet rooms, an interview room, briefing areas, and secure evidence processing/storage.

The existing ADA-accessible ramp remained for department access, and the Village Hall relocated office and records storage to incorporate additional spaces into the police department's layout. The renovation included reconfiguring walls and doors to improve flow, along with new interior finishes such as paint, flooring, acoustical ceilings, and LED lighting. Plumbing, HVAC, electrical, and data systems were modified as needed, with a mini-split system added for the server room and evidence storage. Minor structural work was also completed to accommodate new openings and enhance employee circulation.



PROJECT DESCRIPTION

This 7,200 SF material storage facility is a pre-engineered metal building located within the existing water department storage yard. The unconditioned building includes minimal roof insulation to prevent condensation, along with concrete flooring, two overhead doors, and man doors for accessibility.

CITY OF JANESVILLE

COLD WATER UTILITY STORAGE BUILDING

SCOPE

7,200 SF new facility

LOCATION

123 East Delavan Drive
Janesville, Wisconsin 53546

CLIENT

City of Janesville
David Botts, Utilities Director
(608) 755-3115
bottsd@ci.janesville.wi.us

SERVICES PROVIDED

Architectural
Civil
Structural
Mechanical

COMPLETION DATE

2023

COMPLETED COST

\$551,000

F) PROPOSED PROJECT APPROACH

APPROACH TO WORK:

FOUR STEPS TO EXCELLENCE

We listen intently, ask informed questions, and define clear goals which, in turn, enables us to craft designs that balance beauty, functionality, and budget. Because that's what it takes to deliver excellence by design, and that's what it means to partner with Angus-Young.

01

DISCOVER YOUR VISION

We begin every partnership by getting to know you, your facility, and your project. We'll sit down with you, discuss your goals, explore different styles, and before you know it the vision for your project starts to take form.



02

DEFINE YOUR GOALS

Once the vision is clear, we'll work together to define more specific goals for the layout, function, atmosphere, and comfort of each space—all within the bounds of your established budget.



03

DESIGN YOUR SPACE

Here's where we start bringing your vision to life. Whether it's through drawings, working construction docs, 3D renderings, or even virtual reality tours, our goal is to make sure that your designs can be bid and built as efficiently as possible.



04

DELIVER EXCELLENCE

Unlike many firms, we lead every project through to the end. We'll work with your crew on-site: translating designs, troubleshooting issues, doing everything within our power to bring your project to life on-time and on-budget.



CASE STUDY & APPROACH: COMMUNITY ENGAGEMENT

CHILDREN'S MUSEUM OF ROCK COUNTY

APPROACH + STAKEHOLDER ENGAGEMENT

We believe that community engagement is integral to the success of public projects. Our firm has extensive experience working with municipalities to solicit input from key stakeholders, including staff, patrons, taxpayers, board members, village officials, and the broader community.

In past projects, we have facilitated:

- > Community open houses to gather public input and discuss project goals.
- > Design charrettes that encourage interactive discussions and creative problem-solving.
- > Stakeholder workshops where we collaborate directly with representatives from relevant organizations.

For example, during our work with the Children's Museum of Rock County, we partnered with specialty museum design consultants and local elementary students to host a hands-on community engagement session. The workshop provided an opportunity to gather valuable, outside-the-box feedback from the museum's future users, ensuring the design aligned with their needs and expectations.

PROJECT VISUALIZATIONS AND MARKETING MATERIALS

Additionally, we utilize project visualizations and marketing materials—including 3D renderings, 2D drawings, and site plans—to bring designs to life. These visuals are essential tools for securing buy-in from community members, stakeholders, and decision-makers, offering clear insight into the project's impact, scale, and functionality.



DESIGN PROCESS:

SCOPE OF SERVICES

1

PROGRAM DEVELOPMENT & PRELIMINARY DESIGN

- > Conduct a project kickoff meeting to establish goals, review the site layout, and discuss long-term growth plans.
- > Perform a topographic survey of the project site and request underground utility markings (Batterman).
- > Assist in procuring geotechnical services for soil borings and analysis, as needed.
- > Conduct a code review to ensure compliance with the State of Wisconsin and City of Whitewater regulations.
- > Develop preliminary site and building drawings, incorporating circulation concepts, major components, and engineering considerations.
- > Present and revise preliminary designs based on stakeholder feedback.
- > Prepare a preliminary opinion of probable construction cost (OPCC).
- > Participate in review meetings with project stakeholders.

2

SCHEMATIC DESIGN

- > Conduct a detailed site analysis and verify on-site circulation concepts.
- > Establish conceptual layouts for key spaces, including entrances, lobbies, conference areas, and mechanical rooms.
- > Develop schematic site and floor plans, refining layouts for functionality and compliance.
- > Work with the selected general contractor to align the project budget and implement value engineering.
- > Create exterior elevation options and finalize schematic designs.
- > Present schematic plans to city authorities, planning commissions, and councils, providing necessary drawings and approvals.

3

DESIGN DEVELOPMENT

- > Develop and refine detailed site and building plans based on approved schematic designs.
- > Prepare design development drawings, specifications, and documentation for all disciplines (civil, architectural, structural, mechanical, electrical, and communications).
- > Conduct a 60% design review meeting with stakeholders to incorporate feedback.
- > Update the OPCC to reflect design refinements.
- > Compile a Design Development booklet detailing project specifications, bidding procedures, and final design elements for client review.
- > Conduct engineering system analysis, finalizing structural, mechanical, and electrical recommendations.

4

CONSTRUCTION DOCUMENTATION & APPROVALS

- > Develop construction documents with structured progress reviews at 50% and 90% completion.
- > Conduct an internal QA review and apply necessary revisions.
- > Coordinate site plan approvals and submit final sealed documents to regulatory agencies as required.
- > Ensure compliance with structural, mechanical, and electrical systems through engineering analysis and mock drawing sets.

5

BIDDING & CONTRACT AWARD

- > Distribute Bidding Documents electronically through QuestCDN or other platforms.
- > Respond to bidder inquiries, issue addenda, and clarify project details.
- > Conduct bid openings, analyze results, and assist in contract negotiations.
- > Prepare final contract documents for execution between the owner and the contractor.

G) TIMELINE

ACTION	DATE
City Recommendation for Selection Decision	February 18, 2025
Project Kickoff Meeting	February 25, 2025
Design Meeting #1	March 4, 2025
Design Meeting #2	March 18, 2025
Preliminary Drawing Review & Cost Estimate	March 25, 2025
30% Completion Design Development Meeting	May 6, 2025
60% Completion Design Development Meeting	June 17, 2025
Final Design and OPCC Review Meeting	July 15, 2025
Design Completion	August 1, 2025
Bidding	August 2025

Angus-Young is committed to completing design deliverables, including detailed cost estimates, for initial review by August 1, 2025.

H) BUDGET BREAKDOWN

DISCIPLINE	FEE
Architectural	\$20,000
Structural	\$6,000
Mechanical	\$6,000
Electrical	\$6,000
Site/Civil/Landscaping	\$11,200
Batterman - Topographic Survey <i>*Please note that a private utility locate can be added to the scope for an additional \$1,472</i>	\$3,795
Total Fee	\$52,995



ANGUS-YOUNG
ARCHITECTS/ENGINEERS

Janesville | Madison | Rockford
angusyoung.com
608.756.2326

February 11, 2025

City of Whitewater Police Department
Attn: Dan Meyer
Police Chief
312 W. Whitewater St.
Whitewater, WI 53190
dmeyer@whitewater-wi.gov

Re: Jewell Associates Engineers, Inc.
Proposal for Architectural and Engineering Services
Whitewater Police Department Evidence Storage/Training Garage
City of Whitewater, WI

Thank you for the opportunity for the Jewell Associates Engineers Inc. project team to provide our qualifications and proposal for the Whitewater Police Department Evidence Storage and Training Garage. We are very interested in completing this project for the City of Whitewater.

Jewell Associates Engineers, Inc. has a successful history of collaborating on building projects with public and private parties for over thirty years. We are a professional team whose qualifications, experience, and availability to meet the time frame can ensure the vision for this project will become a reality and a benefit to the City of Whitewater Police Department for many years. From our offices in Madison, Spring Green, Wisconsin Rapids, Eau Claire, and La Crosse, we are able to provide hands-on professional services to a wide range of clients throughout Wisconsin. In our proposal we have included site survey, site design, architectural and structural design. We have partnered with Design Engineers for mechanical, electrical, plumbing, fire protection, and other information technology design services.

Our multi-disciplinary team consists of registered architects and professional engineers, all of which have previous experience with similar projects. Additionally, our design team has a broad range of experience with other building types for public and private clients. The strength of our depth and breadth of experience enhances the design experience for our clients. Each project is a unique opportunity to build a team which will develop design options and pragmatic solutions.

All information and data submitted in this proposal is true and complete the best of our knowledge. Should any questions arise concerning the material submitted, please feel free to contact Project Director, Paul Kardatzke at 608-459-6020 or paul.kardatzke@jewellassoc.com. We look forward to the opportunity to work with you on this project.

Sincerely,
Jewell Associates Engineers, Inc.



Paul Kardatzke, AIA, NCARB, LEED AP
Project Director, CEO

STATEMENT OF QUALIFICATIONS

PROPOSAL FOR CONSULTANT ARCHITECTURAL & ENGINEERING DESIGN SERVICES

WHITEWATER POLICE DEPT. EVIDENCE STORAGE / TRAINING GARAGE



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Firm Information

Proposal for Architectural & Engineering Services
Whitewater Police Department Evidence Storage/Training Garage
City of Whitewater, WI

Jewell Associates Engineers, Inc. (Jewell) is a professional engineering, architecture, and surveying company based in Spring Green, Wisconsin with offices in La Crosse, Madison, Eau Claire, and Wisconsin Rapids. Our staff consists of professional and technical staff members which includes: professional engineers, architects, land surveyors, interior designers, right-of-way negotiators, appraisers, and technical and administrative staff. The Jewell team is diverse and multifaceted in their areas of expertise to better accommodate the needs of our clients. Jewell is employee-owned including the six members of the Board of Directors: CEO – Paul Kardatzke (AIA NCARB LEED AP), CFO – Jennifer LaBatt, and Vice Presidents – Scott Whitsett (PE), Ellery Schaffer (PE), Jeff Smith (PE), Robert Hanold (PE), and Noah Anliker (PLS).

Services

Jewell is well respected company and has grown over the years to become a leading regional provider of transportation design, land surveying, civil and structural engineering, and architecture. The company's vision is to continue to expand and improve in these areas.

The following is a list of services Jewell provides:

- Architecture
- Structural Engineering
- Transportation Engineering
- Municipal Engineering
- Surveying and Platting
- Site Design
- Construction Oversight
- Interior Design
- Civil Engineering
- Traffic Engineering
- Water Resources Engineering
- Utility Design
- Land Planning
- Grant Writing

Architectural, Interior and Structural Design (Jewell Associates)

The Jewell architectural, structural, and interior design team has substantial experience completing projects with a range of complexity and costs. We have demonstrated an ability to work on a wide variety of project types with a full range of construction systems and materials. Our proven planning and design capabilities allow us to develop and communicate both the aesthetic and pragmatic requirements of building projects. Many of the facilities we have completed housed multiple departments that required extensive planning and coordination. With the help of our interior design and structural engineering staff, we prepare specifications, complete code reviews, and provide other services that many architectural firms delegate to design consultants.

Mechanical, Electrical, and Plumbing Design (Design Engineers)

Design Engineers provides proactive engineering excellence in HVAC, Plumbing, Fire Suppression, Power, Lighting and Technology system design. We are collaborative researchers, planners and designers of efficient, sustainable, and durable building systems. We are tenacious problem solvers, energized by complex challenges.

We are committed to collaborative, sustainable design. The key to sustainable design, in all its meanings, is collaboration and integration among all members of the project and with the environment at large. Our responsibilities for projects are shared, as are our successes.

Design Engineers has completed over 250 projects for municipal governments totaling over \$400 million in construction cost. The projects range from simple studies to over \$40M in scope. These involved both new and remodeled buildings, including parks and amphitheaters, community centers, commercial kitchens, city halls, parking ramps, libraries, police stations, fire stations, dispatch facilities, recreation centers, data centers, ambulance stations and operations centers.

Company Data

- Founded 1993 in Spring Green
- Wisconsin Rapids Office - 2008
- Madison Office - 2021
- Eau Claire Office - 2022
- La Crosse Office - 2024

Principals

- CEO: Paul Kardatzke, AIA
- CFO: Jenny LaBatt
- VP: Robert Hanold, PE
- VP: Ellery Schaffer, PE
- VP: Jeff Smith, PE
- VP: Scott Whitsett, PE
- VP: Noah Anliker, PLS

Public Sector Clients

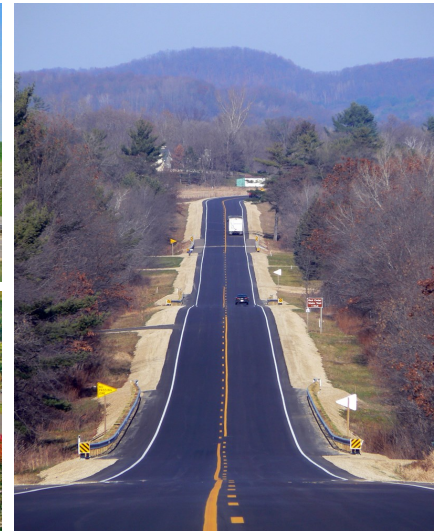
- Local Governments
- County Governments
- Wisconsin Department of Transportation
- Wisconsin Department of Administration
- Federal Government
- School Districts

Private Sector Clients

- Businesses & Industries
- Land Developers
- Property Owners

Services

- Transportation Engineering
- Structural Engineering
- Municipal Engineering
- Civil Engineering
- Architecture
- Surveying & Platting
- Real Estate Acquisition & Appraisals
- Water Resources Engineering
- Traffic Engineering
- Utility Design
- Site Design
- Construction Oversight



Jewell Associates Engineers, Inc. is a professional engineering, architecture and surveying company based in Spring Green, La Crosse, Eau Claire, Wisconsin Rapids, and Madison, Wisconsin. Over the years, our company has grown to become a leading regional provider of transportation design, civil and structural engineering services, and architecture. Our surveying and land planning services provide developers and local units of government with the tools they need to move their projects forward from the planning stages to design and construction. Site design, stormwater management, floodplain studies, flood control, water system and wastewater treatment improvements are among our other areas of expertise.

Our staff consists of over 50 professional and technical staff members which includes: 19 professional engineers, 15 junior engineers, 7 architectural staff members, 4 land surveyors, 2 construction specialists, 5 real estate negotiation specialists, and 3 technical and administrative staff. The Jewell team is diverse and multifaceted in their areas of expertise to better accommodate the needs of our clients.





We provide proactive engineering excellence in HVAC, Plumbing, Fire Suppression, Power, Lighting and Technology system design. We are collaborative researchers, planners and designers of efficient, sustainable, and durable building systems. We are tenacious problem solvers, energized by complex challenges.

Insightful Engineers

We serve our clients by proactively identifying clear solutions to complex challenges. We do this by listening carefully, researching comprehensively, anticipating project needs, designing creatively, recommending thoughtfully, and executing beyond expectations.

Sustainable Partners

We are committed to collaborative, sustainable design. The key to sustainable design, in all its meanings, is collaboration and integration among all members of the project and with the environment at large. Our responsibilities for projects are shared, as are our successes.

Problem Solvers

We are tenacious problem solvers working together in a culture of accountability where we accept responsibility and take ownership in our projects. We think innovatively to improve existing systems to perform beyond expectation and to make new systems that measurably improve on the past. We are committed to remaining actively involved in our projects until these goals are realized.

Committed To Community Success

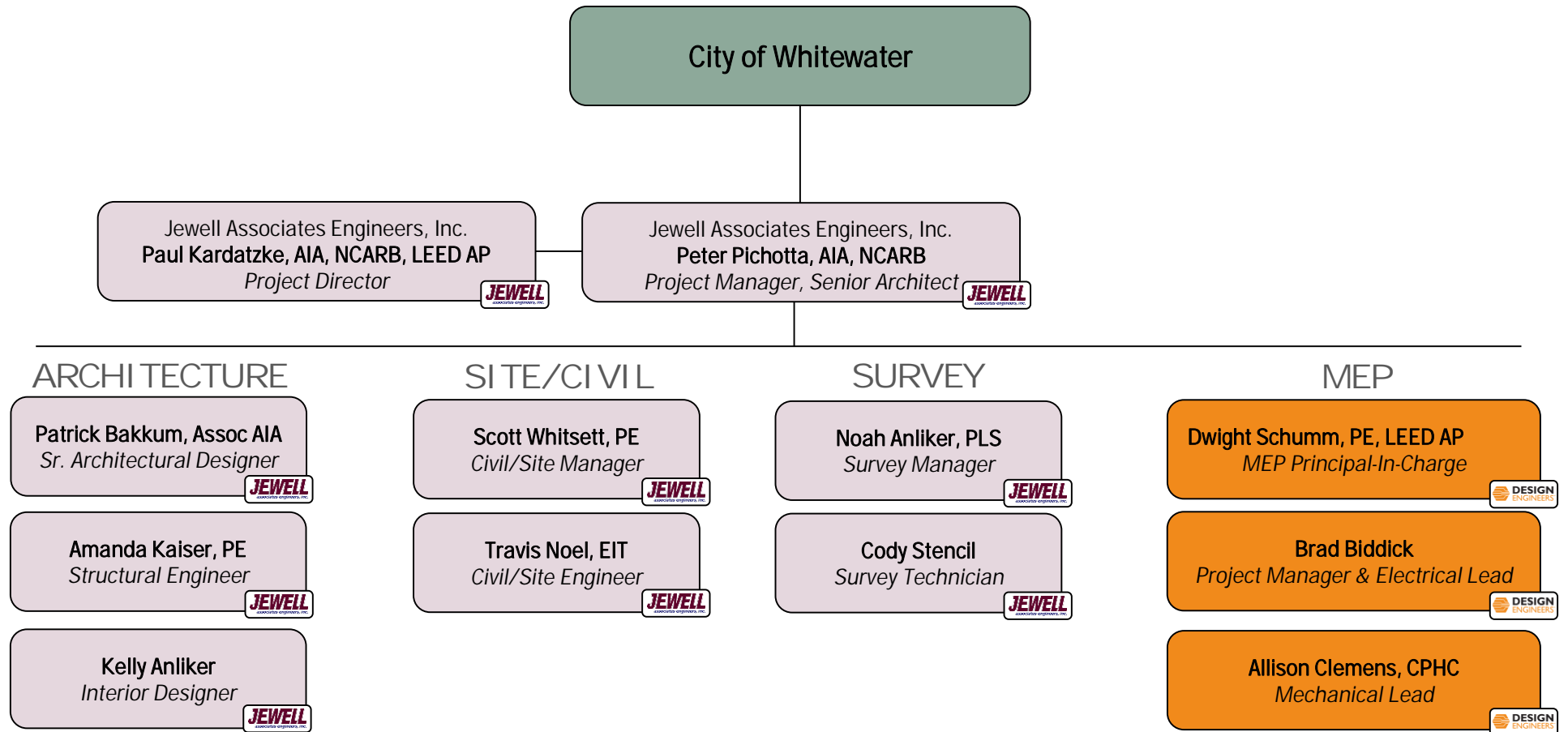
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Key Personnel

Proposal for Architectural & Engineering Services
Whitewater Police Department Evidence Storage/Training Garage
City of Whitewater, WI



JEWELL



Paul Kardatzke, AIA, NCARB, LEED AP
Project Director

Mr. Kardatzke is a licensed Architect with 31 years of experience in engineering results in an individual uniquely qualified to understand and communicate both the aesthetic and pragmatic requirements of building projects. During his professional career, he has demonstrated an ability to work on a wide variety of project types with a full range of construction systems and materials. He routinely performs as the design and project architect on projects, taking responsibility for assessing project requirements, evaluating building code and zoning impacts, designing, and presenting building concepts to owners and oversight authorities, overseeing preparation of construction documents, and assisting owners with bidding and construction contract administration.



Peter Pichotta, AIA, NCARB
Project Manager

Peter Pichotta is a licensed Architect with diverse experience designing, leading, and managing multi-discipline project teams and various project types. Peter has extensive experience in the design of commercial/office, financial, government, historical renovation, hospitality, manufacturing, residential, retail facilities. Peter has over 35 years of experience, with almost 30 years as a senior project manager. Throughout his career, he has performed all aspects of project design from initial client contact to schematic design and design development phases. He is familiar with a wide range of construction systems and materials and has been a project architect and design architect on many projects.



Patrick Bakkum, Associate AIA
Senior Architectural Designer

Patrick Bakkum is a seasoned Senior Architectural Designer with a distinguished career spanning over 12 years, specializing in the innovative design of commercial and industrial structures as well as government facilities. Holding a Master of Architecture from the University of Wisconsin-Milwaukee, Patrick is adept at efficiently conceptualizing and coordinating intricate design concepts. His expertise extends across a diverse spectrum of construction systems and materials, reflecting a comprehensive understanding of the intricacies involved in architectural projects. Patrick has demonstrated his leadership and creative process as both a project architect and design architect on numerous notable projects.

JEWELL



Amanda Kaiser, PE
Structural Engineer

Amanda Kaiser is a member of our architectural/building division. Amanda completed her undergraduate degree at UW-Platteville with a BS in Civil Engineering/Structural Emphasis. She recently completed her graduate degree with a Master of Science in Civil Engineering at UW-Milwaukee. Amanda has three years of experience, including two internships and a part-time job at CSD Structural Engineering where she assisted with online drafting, building design, and connection design. Amanda assists with all types of architectural and structural engineering projects including conducting site visits, online drafting, and running calculations.



Kelly Anliker
Interior Designer

Kelly Anliker is experienced with providing interior design services on a variety of projects. Services include designing and drafting interior layouts, elevations, furniture and finish schedules, writing specification for selections, constructing computer generated 3-D models for structures, and providing excellent CAD and Revit services for production work.



Scott Whitsett, PE
Civil/Site Manager

Scott Whitsett is an experienced transportation/construction project engineer and project manager. He has worked with WisDOT staff in the planning, design, and construction of highway improvement projects. Scott also serves as a construction leader and has developed and honed his skills in providing constructability reviews. His 18 years of WisDOT experience has prepared him for projects where efficiency and knowledge of construction staging design, public relations, governmental agency coordination, WisDOT access control process, WisDOT FDM, PS&E, and R/W plat processes are needed.

JEWELL



Travis Noel, EIT
Civil/Site Engineer

Travis Noel is a graduate from the University of Wisconsin Platteville and is a skilled staff engineer with experience on a variety of municipal projects. As an Engineer-In-Training, he will be working on site and urban street design, storm water plans, hydrology reports, and entering survey information.



Noah Anliker
Survey & Platting Manager

Noah Anliker is a skilled professional land surveyor with extensive experience in field survey of existing conditions for highway and bridge projects. He is experienced with downloading and uploading files to/from data collectors, converting raw files to coordinate files, and importing survey data files into Civil 3D drawings. Noah is proficient in working with Civil 3D where he produces right of way plats and Transportation Project Plats, in addition to providing legal descriptions for transportation projects.

Noah is also experienced with providing construction layout, construction observation and inspection services to WisDOT and local governments for a variety of rural and urban projects.



Cody Stencil
Survey Technician

Cody Stencil is a skilled surveyor with experience in field survey of existing conditions for bridge and roadway projects, including establishing control and topographic, boundary, as built and construction surveys. In addition, he has the capability to establish benchmarks and vertical control from differential and profile leveling practices. Cody is experienced with downloading and uploading files from/to data collectors and converting raw files to coordinate files as well as importing survey data files into CADD

drawings. In addition, he assists with the production of Right-of-Way Plats and Transportation Project Plats and provides legal descriptions for transportation projects.



Dwight Schumm, PE, LEED AP
Principal-In-Charge

Dwight will provide strategic oversight for MEP system designs and studies. He has served as Engineer of Record on over 800 projects totaling over \$1.5B in construction cost, with extensive experience in municipal facility renovations and remodels and all of DE's net zero projects. Dwight is active in his projects, staying engaged in the details from the initial concept through the project's completion.



Brad Biddick
Project Manager & Electrical Lead

Brad will lead the day-to-day project work, bringing 26 years of experience as a consultant in various building systems, with extensive experience with municipal, mixed-use, healthcare, and research facilities. Brad has a passion for lighting design and brings a wealth of experience to innovative and energy-efficient lighting strategies.



Allison Clemens, CPHC
Mechanical Lead

Allison's experience is in the design of mechanical systems for municipal, higher education, and residential facilities. Allison is a Passive House consultant and uses this expertise to help fuel her passion for creating more sustainable, safe, and beautiful buildings where the people and

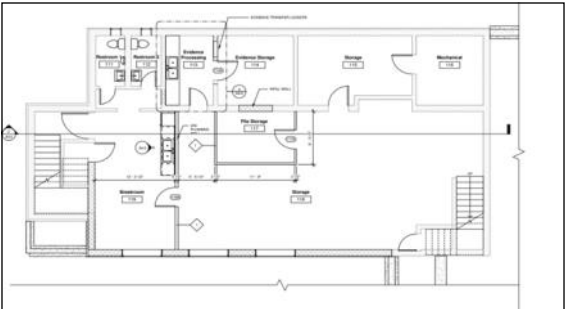
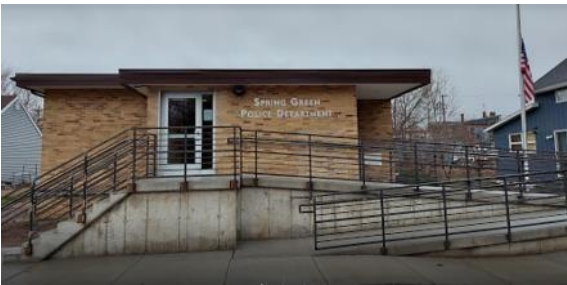
Similar Project Experience

Police Station Remodeling, Spring Green, WI

The Spring Green Police Department contracted with Jewell Associates to provide master planning for the relocation of the Spring Green Police Station. The Police Department and Jewell Associates evaluated two existing buildings in the Village of Spring Green that would provide adequate space and an upgrade to their current facilities. The police department purchased the existing American Legion building. Jewell provided structural and architectural design. The building is two stories and approximately 5,000 s.f. Jewell designed the interior space to provide additional office space, storage, breakroom, conference room, accessible restrooms, and an accessible ADA ramp. Jewell worked closely with the police department from initial planning phases through construction.

Reference:

Village of Spring Green; Robin Reid, President
154 N Lexington Street, Spring Green, WI 53588; 608-604-0150



Monroe County Highway Department Storage Building, Sparta, WI

The Monroe County Highway Department contracted Jewell Associates for the architectural and engineering services for the design of a combination Heated & Cold Storage Building to be located at the Monroe County Highway Department's Sparta Corporation Yard.

This project includes:

- 70' x 160' Heated/Cold Storage Building
- 70' x 160' Salt Storage Facility
- Approximately 3 acres of open storage
- Approximately 0.5 acres of paved re-fueling station
- Approximately 1.5 acres of paved parking areas and roadway



The new construction for this project includes 16,500 SF of new storage buildings and 228,000 SF of paved area. The site will also contain storm water management features such as swales, culverts, and a wet detention pond basin on site. Jewell also is developing plans for future expansion on the site.

Reference: Monroe County Highway Department; David Ohnstad, Highway Commissioner
803 Washington Street, Sparta, WI 54656; David.ohnstad@co.monroe.wi.us, 608-269-8740

Sauk Prairie Ambulance, Sauk City, WI

Sauk Prairie Ambulance contracted with Jewell Associates to assist in the planning of the remodeling and redesign of their existing building. The project consisted of complete renovation of the existing building which included partial demolition, redevelopment of the existing space, exterior modifications and the addition of a four stall double entry bay building.

The Jewell team worked very closely with the Ambulance Commission in designing an updated facility to meet their needs and expectations. Jewell also subcontracted JDR Engineers of Madison for the mechanical, plumbing, and electrical design and K Design for the landscaping.



Grand Vintage Warehouse Addition, Prairie du Sac, WI



Grand Vintage, LLC contracted Jewell Associates for the architectural and engineering services for the addition to the Grand Vintage Warehouse Building. The addition maximized the available space on site for the warehouse, while providing space for the required stormwater detention and existing easement requirements.

This project consisted of a building expansion to the existing storage facility used for temporary storage and transfer of wine products for Wollersheim Winery and Distillery. The facility is located at 935 19th Street in the Village

of Prairie Du Sac, Sauk County, Wisconsin. The new construction for this project includes a 15,000 SF expansion of the existing facility, roof drain piping, a berm, and the expansion of the existing infiltration basin on site.

Reference: Grand Vintage, LLC; Philippe Coquard, Owner
7362 Tetiva Road, Sauk City, WI 53583; 608-643-6515

Crawford County Administrative Building, Prairie du Chien, WI

The development of the new administrative building project began when Jewell professionals conducted a feasibility study to determine whether a 19th Century hospital building then being used by Crawford County for offices should be renovated or demolished to better accommodate the increasing space needs of county departments.

A full space needs study of all county departments followed. As the study was underway, the County was offered the opportunity to buy a former industrial site across the street from the County Courthouse. Taking advantage of the opportunity to consolidate previously scattered county services and facilities, the Crawford County Board of Supervisors approved the purchase.

The new 60,000-square-foot facility allowed 16 county departments to relocate from antiquated, overcrowded offices located in widely separated locations in Prairie du Chien. It also provides a new, more accessible location for County board meetings.

Jewell and Avenue Architects worked closely with the County Board and all departments in determining the final design for the building. Jewell engineers provided all structural and site design elements of the project.

Meister Cheese Company Additions, Muscoda, WI

For over 20 years, Jewell Associates have designed multiple building additions and site improvements at Meister Cheese and Muscoda Protein Products - a third generation Wisconsin Cheese producer. Projects completed to date have provided space for enclosed milk intake operations and silo alcoves, increased production capacity, whey processing facility, product storage, shipping facilities, employee locker rooms, offices and meeting rooms, and remodeling to the existing cheese store. The original area was 33,000 SF and is now 120,000 SF.

Jewell Associates provided architectural, structural and site design and coordinated with owner and production equipment manufacturers. Jewell also provided master plan studies and evaluated equipment layout for the owners while updating process coordination.

Structural design included pre-engineered metal structures, masonry and precast structures, and conventional wood frame construction. Specialty structural design has included support for unique process equipment and reinforcing of existing structures impacted by additions. The roof system includes a precast concrete roof deck. Site Design has included planning for vehicle flow around the site, parking areas, and a design for a stormwater detention basin coordinated with the Village of Muscoda's utility infrastructure.

Reference: Meister Cheese Company; Scott Meister, Owner
960 E Nebraska Street, Muscoda, WI 53573; smeister@meistercheese.com, 608-739-3134



Item 24.



Project Approach

Proposal for Architectural & Engineering Services
Whitewater Police Department Evidence Storage/Training Garage
City of Whitewater, WI

JEWELL

Pre-Design/Schematic Design

The Jewell team will begin by gathering information related to the proposed new building. A survey of the property will also be conducted to determine and document existing easements, landscaping, property lines, setbacks, topography, and utilities. This will be followed with an analysis of information gained from meeting with the City and touring the current facilities. In addition to the proposed design solution included in the RFP several differing design options may be developed which provide alternative solutions. Drawings will be prepared of floor plans and exterior elevations for each option.

At the end of this phase, Jewell will present a conceptual design to the client and make recommendations. This design will be composed in a drawings format and include options, associated cost estimates, and the pros and cons of each option for comparative analysis purposes. Any changes to this information may be made at this time, prior to the next phase.

Work Plan

Before the team begins the project, the Project Manager, Peter Pichotta, will meet with the client to discuss the scope of services outlined in the RFP. Following the meeting, the Project Manager will complete a project work plan that will be used for the various phases of the project. The project work plan includes the project background, key assumptions, standards, team directory, schedule, deliverables, quality control plan, and billing procedures. This plan provides the client and design team with an outline for how the project is going to be successfully completed. It will be furnished to the client for review and comment. These comments will be incorporated into the final project work plan which will be distributed to the client and all project team members. This systematic process is necessary to keep the projects on time, within budget, and to client satisfaction.

At each stage of design, the Project Manager will:

- Coordinate all design teamwork and manage a list of design-related issues
- Periodically perform constructability reviews as required.
- Periodically issue design progress reports as required.
- Schedule regular design review and quality control meetings with the client
- Update the project schedule, code worksheets, and construction budget estimates.
- Submit permit applications as necessary.

Schedule and Budget

Our team has availability to begin work as soon as authorized. Schedule and budgetary portions of our projects are managed using Deltek Vision accounting and project management software. This software allows the project manager access to all project schedule and financial information and enables performance monitoring in real time.

Ability to Execute Contract

Our firm possesses the capability and expertise to successfully execute the proposed contract. With a proven track record of delivering high-quality projects on time and within budget, we bring a wealth of experience and a skilled team to ensure the seamless implementation of the contract requirements.

Architectural Design Services

The Jewell architectural, structural, and interior design team has substantial experience completing projects with a range of complexity and costs. We have demonstrated an ability to work on a wide variety of project types with a full range of construction systems and materials. Our proven planning and design capabilities allow us to develop and communicate both the aesthetic and pragmatic requirements of building projects. Many of the facilities we have completed housed multiple departments that required extensive planning and coordination. With the help of our interior design and structural engineering staff, we prepare specifications, complete code reviews, and provide other services that many architectural firms delegate to design consultants.



Design Engineering Services

- A. Plumbing – Our scope of work includes design for indoor domestic water, sanitary and storm systems. Plumbing and piping systems extending beyond the building foundation wall will be part of the civil engineering scope of services and not provided by Design Engineers.
- B. HVAC – Our scope of work includes design for indoor heating, cooling, ventilation and controls systems.
- C. Electrical – Our scope of work includes design for interior and exterior lighting, lighting controls and power distribution systems. Coordination with the local electrical utility company is provided to determine electrical service equipment and pathway routing requirements.
- D. Technology – Our scope for work includes design for the following communications, safety and security systems, voice/data structured cabling. We will coordinate the design with City IT and Security department staff.
- E. Cost Opinion – We have included two construction cost opinions for the systems listed within our scope of services. Per the RFP, building options will be evaluated through concept design and we have included cost opinions for both options.
- F. Meetings – We have included participation in four meetings with the building's stakeholders.

Quality Assurance & Control

Jewell Associates Engineers, Inc. Project Management Philosophy and Policies, requires that a **quality assurance** plan with a **quality control** process be prepared for all projects.

Jewell Associates Engineers, Inc. utilizes Quality Management on all design-related projects. We have developed a method of tracking project activities and document checking to ensure that our project deliverables meet or exceed the client's needs. The effort is implemented during the early stages of the project. This results in all design team members having the same understanding of the scope, needs and goals for the project.

Quality Management reviews are held by an independent staff member with management responsibilities. The reviewer considers the status of the project scope, schedule, budget and staffing to ensure that the client's needs are being met. The reviews are held prior to the project kick-off meeting and at the 30%, 60% and 90% percent plan completion milestones.

Quality assurance is not just a single act, a checking process, or discrete reviews of deliverables at various project stages. Instead, it is a process which commences at the beginning and continues to the end of the project. This process involves and integrates all engineering disciplines of the project and is aimed at the prevention of problems rather than fixing them. It includes a fair and well-defined scope of work that establishes the project's requirements as agreed to by the client and the consultant. The keystone of Jewell's Quality Assurance Philosophy is our commitment to meet the client's requirements on time and within budget.

Schedule and Budget

Schedule and budgetary portions of our projects are managed using Deltek Vision accounting and project management software. This software allows the project manager access to all project schedule and financial information and enables performance monitoring in real time.

When a new project is proposed it is natural for people affected by the project to want to know what it will look like when completed. As the decision-making process unfolds, it is also useful for people to be able to visualize alternatives.

One way to facilitate such visualization is to move beyond standard two-dimensional plan and profile type drawings and create conceptual “3D” renderings. In the past, the creation of such renderings was a painstaking hand-drawn process, resulting in a costly product for the client.

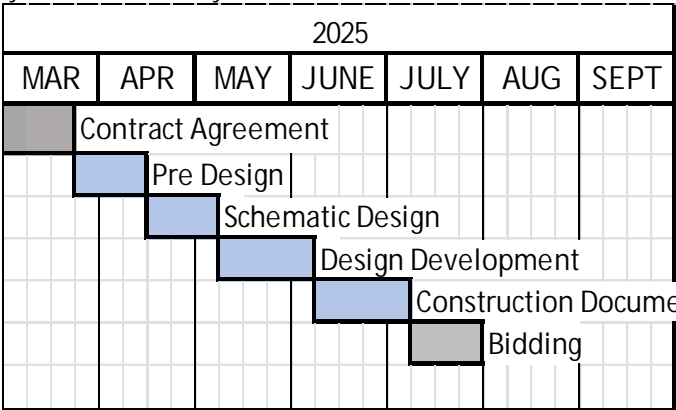
With the advancement of “3D” modeling software, basic conceptual renderings for exhibits can be created in a fraction of the time it once took to draw such models. Alternatives can be modeled and presented to survey opinion and generate acceptance for a project during its early stages. Our architects and engineers are skilled with using the available software to create 3D models.



Timeline

Proposal for Architectural and Engineering Services
Whitewater Police Department Evidence Storage/Training Garage
City of Whitewater, WI

Jewell is committed to meeting the proposed project schedule and has the staff and resources available to commit to the project immediately. Jewell is prepared for a short design schedule, as outlined and proposed below, but it will depend on timing of meetings and reviews by and with the City of Whitewater.



Preliminary Design and Schematic Design

During the Preliminary Design phase, information will be gathered to gain a full understanding of current project objectives. A survey of the property will also be conducted to determine and document existing easements, landscaping, property lines, setbacks, topography, and utilities.

Jewell will meet with appropriate representatives of the City to gather information on the proposed building project. This process will include interviews with appropriate department personnel to gain in-depth understanding of the space needs. Three dimensional BIM/CAD drawings will be prepared for use in further design and illustrations of the proposed solution options. During this phase of the design, we will begin the process of digesting data gathered and developing possible solutions for the project. As this phase progresses it will be important to have occasional meetings with Staff to confirm our understanding of operational needs and scheduling requirements to avoid disruption of building operations.

Design Development and Construction Documents

During these phases of the project the design team will coordinate site, structural and mechanical systems with architectural elements, considering options for these systems that will provide cost effective solutions to achieve project goals. Periodic design reviews with the City representatives will take place. Documents may include an outline project manual, floor plans, interior finish plans, schematic mechanical, electrical and plumbing plans, and general design narratives. At the completion of Design Development an Opinion of Probable Construction Costs (OPCC) will be prepared representing an approved design and, if determined to be relevant, options to be considered for use as alternates. As deemed appropriate by the City representatives, public information meetings will be conducted to inform the public of the proposed plans and solicit feedback for consideration. This input will feed back into the design teams process.

These phases of design will result in the completion of bidding and construction documents. These documents will also be used for local and/or state building plan review. Documents will include project specifications, project bidding manual, site plans and details, floor plans, reflected ceiling plans, detailed plans, interior elevations, finish plans, door & window schedules, construction details, and complete mechanical, electrical, and plumbing documents. The Opinion of Probable Construction Costs (OPCC) will be updated as additional details are developed.

Bidding Administration

Jewell Associates Engineers, Inc., will assist the City in preparing bid documents and will assist the City in soliciting bids using online bidding systems. A pre-bid conference for interested bidders will be scheduled and hosted by Jewell and the City. Jewell will attend to answer questions and document the meeting in a bid addendum. Answers to bid questions will be documented and distributed in addenda as needed.

Budget Breakdown

Proposal for Architectural & Engineering Services
Whitewater Police Department Evidence Storage/Training Garage
City of Whitewater, WI

Phase	Fee
Pre-Design	\$ 6,150
Schematic Design	\$ 8,100
Design Development	\$ 30,100
Construction & Review Documents	\$ 16,200
Bidding	\$ 2,750
Total	\$ 63,300
Building Review Allowance	\$ 1,000

Fees listed above includes: Architectural, Structural, Site Design, Site topographic survey, Mechanical, Electrical, and Plumbing Design Services.

The lump sums listed above include all transportation, communication, printing not associated with bidding, overtime work, insurance, and consultant fees.



PROPOSAL & STATEMENT OF QUALIFICATIONS

Whitewater Police Department Evidence Storage / Training Garage

Whitewater, Wisconsin

February 11, 2025



architecture • interior design • planning



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February 11, 2025

Mr. Dan Meyer
Police Chief
City of Whitewater Police Department
312 W. Whitewater St.
Whitewater, WI 53190

sent via email: dmeyer@whitewater-wi.gov

Dear Mr Meyer:

Thank you for the opportunity to submit our proposal and credentials for **the Whitewater Police Department Evidence Storage / Training Garage**. Our team has extensive experience working with multiple cities, villages, towns, and counties; many of these projects have included storage garages for equipment and vehicle repair, equipment storage, and offices.

To accomplish your project, we are submitting in collaboration with Strategic Structural Design (Madison, Wisconsin, for structural engineering), and IBC Engineering (Waukesha, Wisconsin, for mechanical, electrical, and plumbing). We have worked with these firms on numerous successful projects.

Our team is dedicated to providing:

■ **Public Planning Expertise in Municipalities**

We are experienced with similar communities, such as the Village of Windsor, Sharon, Stratford, Deerfield, and New Glarus, as well as the City of Fitchburg. Our team has provided various design services for their village halls and police departments.

■ **Teamwork**

We view our clients and contractors as members of our design team. We believe in clear, honest, and frequent communications which helps the team optimize solutions, and keeps the project in budget, on schedule, and minimizes problems.

■ **Creativity, Innovation, and Value**

Our practice is recognized for its problem-solving and innovative ideas, results unique to each client, and projects that are cost effective.

We look forward to your review and for the opportunity of working together. Please contact me if you have any questions.

Sincerely,



A. James Gersich, AIA
Architect/Principal
jgersich@dimensionivmadison.com
608.829.4453

6515 Grand Teton Plaza, Suite 120
Madison, Wisconsin 53719

p 608.829.4444

f 608.829.4445

dimensionivmadison.com

MISSION STATEMENT

We will provide thorough, attentive services to our clients, listening to user needs, introducing and exploring innovative ideas with a goal of providing creative, functional and affordable architecture that is sustainable and will stand the test of time.

Firm Information

Dimension IV Madison Design Group LLC

6515 Grand Teton Plaza, Suite 120 ■ Madison, Wisconsin 53719

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dimensionivmadison.com

Principals / Owners

Jim Gersich, AIA, RLA, WRID

Jerry Bourquin, AIA

Ron Siggelkow, AIA

Ray White, AIA

Tracey Mac Murchy, AIA

Carl Miller, AIA, LEED® Green Associate

Sheila Ace

Tina Gordon, NCIDQ

Primary Contact:

Jim Gersich, AIA

jgersich@dimensionivmadison.com

608.829.4453

Staff

Our team provides architectural, interior design, and planning services throughout the Upper Midwest. Six of our principals worked together prior to founding the firm in 2002. Our staff of 22 design and technical support professionals includes nine licensed architects, one LEED® Green Associate, and one LEED® Accredited Professional. Each provides a unique contribution to help ensure our clients' goals are met.



Resumes

Jim Gersich AIA, RLA, WRID



Shawano Municipal Utilities – Shawano, Wisconsin

Jim will be the Principal-in-Charge supplemented by additional architectural and interior design staff.

Village of Windsor – Windsor, Wisconsin

- **Municipal Campus Space Needs Analysis, Building Programming, and Downtown Plan** (including new village hall)
- **New Department of Public Works Facility**
- **Sheriff's NE Precinct / Police Department Remodel / Renovation**

Shawano Municipal Utilities Training Garage Facilities – Shawano, Wisconsin

Lac du Flambeau Workforce Training & Business Development Center – Lac du Flambeau – Wisconsin

Fitch-Rona EMS Conversion / Renovation – Verona, Wisconsin

Portage County City-County Building Remodel – Stevens Point, Wisconsin

New Glarus Village Hall Building Assessment, Feasibility Study, and Space Needs (included concepts for police department) – New Glarus, Wisconsin

Waupaca County Courthouse – Waupaca, Wisconsin

- **Master Plan and Space & Facilities Needs Assessment (2018/2023)**
- **Urgent Needs Repair / Remodeling**
- **Finance Department Remodeling**
- **Addition / Remodeling**

Matheson Public Library – Elkhorn, Wisconsin

45+

Years of Experience

Principal
Project Manager
Architect
Landscape Architect
Construction Administrator

Registration/Accreditation

Registered Architect:
WI, IL, IN, IA, ME, MI, MN,
NY, OH, and SC

Registered/Certified Interior
Designer: WI and MN

Registered Landscape
Architect: WI

National Council
of Architectural Registration
Boards (NCARB)

Education/Training

MBA, University of Wisconsin-
La Crosse, Wisconsin (1986)

Bachelor of Architecture,
University of Illinois,
Urbana-Champaign (1973)

Organizations/Committees/ Memberships

American Institute of
Architects (AIA)

Continuing Education Committee
(2018 Chair)

AIA Wisconsin (1997 President)

Wisconsin Architects Foundation

Wisconsin Joint Examining Board
(2012-Present Vice Chair)

State of Wisconsin Nursing Home
Administrator Examining Board
(2023-Present Vice Chair)

Resumes continued

We have teamed with Strategic Structural Design and IBC Engineering to assist with the mechanical, electrical, plumbing, and structural engineering of the project. These pages showcase their bios and a few of their related projects.



STRATEGIC STRUCTURAL DESIGN

Strategic Structural Design (Madison, Wisconsin) was established with the mission of assisting its clients with the highest quality services provided seamlessly through a collaborative design approach. All work is performed by a small group of highly skilled, licensed professional engineers who collaborate and coordinate with architects and engineers to exceed client expectations. SSD will provide structural engineering design services for this project.



**Michael Leiferman, PE,
LEED® AP
Principal / Structural Engineer**

Mike has over 30 years of experience in the design, manufacturing, and construction of buildings. He is dedicated to ensuring that the structural system design is cost effective, both in terms of material costs and constructability.

Similar Project Experience:

Village of Windsor Sheriff's NE Precinct / Police Department Remodel / Renovation – Windsor, Wisconsin*

Village of Windsor New Department of Public Works Facility – Windsor, Wisconsin*

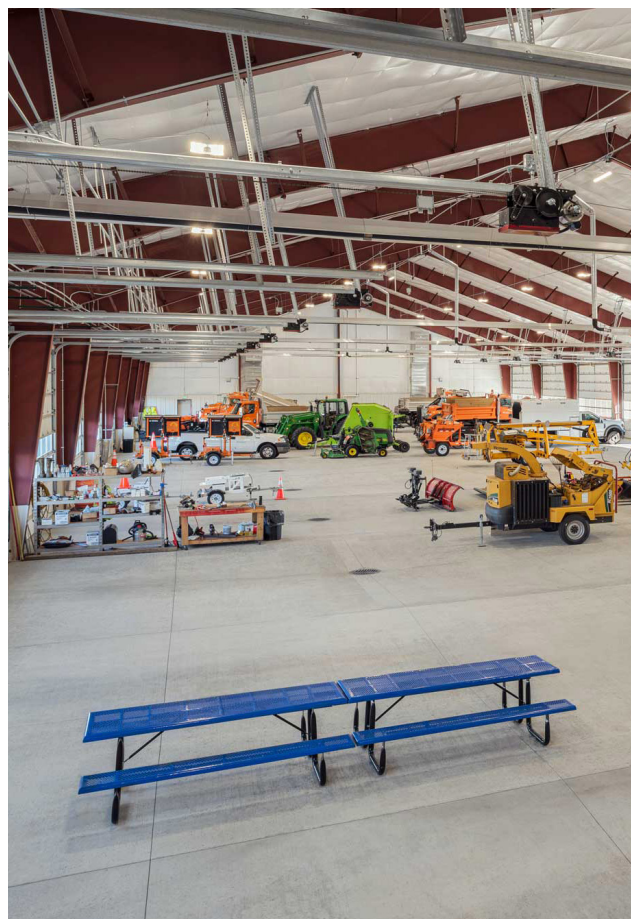
Village of Windsor Municipal Campus Space Needs Analysis and Building Programming, and New Public Works Facility – Windsor, Wisconsin*

Waupaca County Courthouse Urgent Needs Remodeling / Repair – Waupaca, Wisconsin*

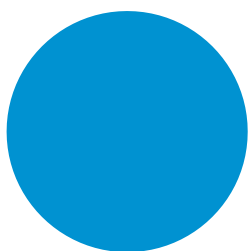
Village of Sharon Feasibility Study – Sharon, Wisconsin*

Village of Deerfield New Village Hall – Deerfield, Wisconsin*

* Projects with Dimension IV Madison Design Group



Village of Windsor Department of Public Works – Windsor, WI



LICENSES/ CERTIFICATIONS

Registered Designer of
Systems, State of
Wisconsin (2091-7)

LEED Accredited
Professional, US Green
Building Council

AWARDS

Wisconsin Builder Top
Project:

- Northwestern Mutual
Tower and Commons
- Froedtert & the Medical
College of Wisconsin
Sports Science Center
- Westlawn Gardens
- Lapham Park
Revitalization



SCOTT BEGLINGER, RD, LEED AP

Principal-in-Charge

An accomplished HVAC and plumbing systems designer with nearly 30 years of experience, Scott possesses a keen sense for detail and excellent communication skills. Passionate about the environment and sustainable building practices, he has been involved in several facilities that incorporate renewable energy features.

Milwaukee Police Administration Building Various Projects – Milwaukee, Wisconsin: IBC has provided a wide range of MEP services over the years including everything from feasibility studies to complete design and construction support. Projects have included high rise infrastructure upgrades and renovations of the 6th, 5th, 4th, and 3rd floors as well as a complete replacement of the sanitary drainage system serving the two-level underground parking garage. Designs have included pressurization systems for elevator and stairway egress as well as holding cell areas.

Waukesha Police Department – Waukesha, Wisconsin: Project Engineer for an addition and remodel to the police department. The existing MEP systems of the original 53,000 sq ft building were completely upgraded, and a 28,000 sq ft addition added capacity to the 23-year old facility. Responsibilities included HVAC and plumbing design.

Jackson Municipal Building – Jackson, Wisconsin: Project Engineer for a new 54,000 sq ft building for the Village of Jackson that houses the Village's City Hall, Police and Fire Department. Responsible for plumbing and mechanical engineering design services.

Milwaukee County House of Corrections – North Dorm HVAC Upgrades – Franklin, Wisconsin: Project Engineer for the design and construction support services for the demolition of existing air handling units, addition of a DX cooling coil and condensing unit for an existing air handling unit, the addition of a new air handling unit with an air cooled condensing unit and the replacement of select general building exhaust fans and all associated ductwork and automatic temperature controls revisions required to successfully complete the project.

Dane County City County Building – Madison, WI: Principal-In-Charge for updates to the Dane County City County Building, including LED lighting with state-of-the-art controls system, integrating with their HVAC controls to maximize the energy efficiency within the building. This project also includes window replacement and coordination with the Dept. of Energy and Focus on Energy groups to secure incentive funding. IBC is also coordinating with the Wisconsin State Historical Preservation Office (SHPO) to meet the historical preservation requirements for this project

Relevant Design Experience

Dimension IV Madison staff has extensive experience working with local governments, boards, commissions, committees, and user groups. As a firm, one of the major types of work we have chosen to focus on is civic/governmental, including public safety facilities, training centers, public works, town and village halls, office buildings, and libraries. We combine the vitality of our firm's commitment with the knowledge of over 300 years of combined individual experience.

We bring a depth of experience working to creatively solve design challenges. Our in-house team of architects, interior designers, landscape architect/planners and technical support staff will work diligently and interactively to develop creative, cost-effective solutions to meet the needs of the City of Whitewater. We enjoy a highly participatory, consensus-building process leading to great solutions and satisfied clients.



Village of Deerfield New Village Hall – Deerfield, Wisconsin

The general concept we abide by is that everyone brings a unique contribution to a project's success and each person's views needs to be heard and properly integrated into the project design and outcome. We are highly skilled at facilitating this input into the design process, whether for public groups or private clients.

We love helping our clients get the most out of their buildings and have had the privilege of assisting other Wisconsin municipalities and governments. Our experience include studies, master plans, building assessments, renovations, expansions, and new buildings in the following areas:

- Dane County
- Waupaca County
- Rusk County
- Marathon County
- Portage County
- Dodge County
- Ashland County
- Washington County
- Washburn County
- City of Beloit
- City of Fitchburg
- City of Brodhead
- City of Madison
- City of Middleton
- City of Monroe
- City of Oshkosh
- City of Portage
- City of Shawano
- City of Stoughton
- City of Verona
- Village of Deerfield
- Village of New Glarus
- Village of Sharon
- Village of Windsor
- Village of McFarland
- Village of Mount Horeb
- Village of Poynette
- Village of Stratford
- Town of Boulder Junction
- Town of New Glarus
- Town of Rutland

Relevant Design Experience continued

We customize our services to better serve each client and successfully deliver each project. Throughout our experience our in-house services have included the following:

Design Architecture

Complete design services, from concepts to construction documents and specifications for new buildings, additions, renovations, and facility maintenance and improvement projects.

Historic Architecture

Rehabilitation and adaptive reuse; restoration/preservation work with local, state, and national agencies and commissions, and National Register project experience.

Planning

Program development, long-range facility planning, feasibility studies, and adaptive reuse analyses.

Site Planning and Design

Master planning, campus planning, site selection, parking studies, site lighting, site development, and landscaping.

Sustainable Design

LEED® certification, Energy Star®, Focus on Energy®, sustainable sites, rain gardens, water efficiency, energy efficiency, materials (reuse, recycling, and reduction), and indoor air quality.

Interior Design

Space planning and programming, tenant improvements, Furniture, Fixtures, & Equipment (FF&E) specification and procurement, materials, colors, signage, physical relocation assistance / coordination, and equipment inventories.

Building Evaluations/Assessments

Code and life safety analysis, accessibility compliance, renovation/expansion feasibility, technology deficiencies review, building energy performance, long-term maintenance, and cost analysis.

Space Needs Assessments

Current and projected space needs surveys, functional relationships, equipment and furnishings space requirements, departmental and workflow analysis.

Cost Estimating

Life-cycle costing analysis, cost/benefit analysis, and detailed project cost estimating at various stages of the project design.

Project Management

Conceptual budgets, scheduling, construction delivery, system analysis, quality control, and project phasing.

Construction Administration

Site observation, shop drawing review, progress reports, contractor payment certifications, and post occupancy follow up.



Shawano Municipal Utilities Garage – Shawano, WI

Relevant Design Experience *continued*

We have designed a wide variety of facilities using PEMB solutions, leveraging our extensive experience to create value-driven designs that meets each project's unique needs. This expertise allows us to effectively navigate the challenges PEMB structures present, delivering efficient and tailored solutions.



Cardinal Glass – Tomah, WI

Our firm has extensive experience with storage / garage type buildings. These buildings include warehouses; public works; garages; storage buildings, both heated and non-heated; and industrial facilities.

Projects we have completed include:

- Rutland Town Hall/Garage (PEMB) – Stoughton, WI
- Manilla Gorilla (PEMB) – Wisconsin Rapids, WI
- Bardo Custom Blending (PEMB) – Elroy, WI
- Matalco (Stand Alone Warehouse) – Wisconsin Rapids, WI
- Seneca Foods Warehouse – Cambria, WI
- Badger Coaches (PEMB) – Madison, WI
- Badger Prairie Healthcare Design (Cold Storage Building) – Verona, WI
- Hillsboro Equipment (PEMB) – Hillsboro, WI
- Cardinal Glass (PEMB) – Tomah, WI
- Westphal & Co. (PEMB Expansion) – Madison, WI
- Madison Window Cleaning (PEMB) – Cottage Grove, WI
- Hy Cite Storage Building (Warehouse and Vehicle Storage) – Madison, WI
- Wisconsin Department of Natural Resources LE Boat Storage Building (Pole Building) – Madison, WI
- Sergenian's Distribution Center (PEMB) – Madison, WI



Sergenian's Distribution Center – Madison, WI

Similar Projects

City of Fitchburg Police Evidence Building



Remodel

Our design services for the remodeling of the existing police evidence processing building, included a new vehicle processing room, work stations, storage room, IT closet and building security improvements.

Project Location	Fitchburg, Wisconsin
Completion Date	December 2008
Client	City of Fitchburg
Project Data	6,300 SF Total
Construction Cost	\$80,000

Village of Windsor



Adaptive Reuse / Remodeling for Police Department

The Village commissioned our team to conduct three projects concurrently. First, a feasibility study for a new civic center campus as a part of a revitalized downtown; in this study, the existing village hall and lower level sheriff’s precinct were assessed for condition and expected useful lives. Then the Department of Public Works (DPW) and related recycling center were analyzed for their work efficiency.

Resulting efforts included a downtown master plan which integrated a new village hall; a new 30,000 SF DPW/recycling facility; and a renovation of the vacated DPW-2 building, for adaptive reuse as a new Windsor Police Department.

Project Location	Windsor Wisconsin
Client	Village of Windsor
Client Contact	Jamie Rybarczyk Deputy Administrator 608.888.0066, ext. 105 jamie@windsorwi.gov
Construction Cost	\$779,961
Completion Date	August 2020

Shawano Municipal Utilities Training-Garage Facilities



Municipal Utilities New Headquarters Building

Project Location	Shawano, Wisconsin
Completion Date	June 2024
Project Owner	Shawano Municipal Utilities Bruce Gomm SMU General Manager 715.526.3131 bgomm@cityofshawano.com
Project Construction Manager	Miron Construction Luke Oberdorfer Luke.Oberdorfer@Miron-Construction.com 906.936.2086
Project Size	25,804 SF (total building area) 3,436 (total mezzanine)
Construction Cost	\$10,900,000

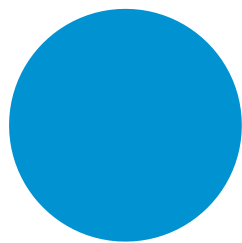


The new municipal building included offices and a garage. The eleven-office area has a waiting area, vendor interface room, customer kiosks, conference room, training room, and break room.

The garage has a break/squad area for line staff, warehouse, tool storage, and 16 vehicle bays.

The building has sustainable elements of in-floor hydronic radiant heat with geothermal heating and cooling at the offices, solar PV panels, and bike racks.

The project was built to LEED® Silver status and has been submitted for certification.



81,000 sf
\$14 Million
2022

Waukesha Police Department

Waukesha, Wisconsin



The Waukesha Police Department had been headquartered in a 53,000 sq ft facility built in 1990. For decades the Department's criminal division was forced to work around a fatal flaw in the design of the original building – the Evidence Room contained a significant amount of pressurized water piping and was located on the lower level of the building, below a mechanical mezzanine that contained the building's water heating equipment, exposing the evidence held by the Department to significant risk of damage from leaks in aging pipes and equipment.

Since the Department was outgrowing the 20-year old facility, and much of the equipment in the building was nearing the end of its useful life, the City of Waukesha embarked on an ambitious plan to completely renovate the building with all new systems and add an addition 28,000 sq feet of office space, lockers and equipment storage bays.

IBC Engineering designed completely new plumbing, HVAC, electrical and lighting for the entire facility, including relocating the building's water heating systems and designing clean agent fire sprinkler systems to eliminate all pressurized water piping from the evidence storage areas

- HVAC Design
- Electrical Design
- Lighting Design
- Fire Alarm Design
- Plumbing Design

Architect of Record:
Engberg Anderson

Project Approach

From design through contract bidding, our management plan and design approach is thorough and highly structured which will help us move your project forward in an organized and timely manner.

Our approach is built on consistency, communication, and accurate reporting.

Preliminary Design

■ Kick-off Meeting

We discuss the project process, timeline, scope, and priorities, and review the building plan concept.

■ Detailed Field Verification

Our team investigates existing and future equipment so we can anticipate needed changes.

■ Space Needs Program

We will provide a summarization of the gathered data and provide a report that is highly detailed and includes the specific character of rooms and equipment.

■ Codes

We will review the State of Wisconsin's and City of Whitewater's codes and standards which are applicable to the Evidence Storage / Training Garage.

■ Design

Prepared using Revit/BIM drawings. Layout options will consider programmatic needs, growth, and services. We will present the drawings for review.

■ Preliminary OPCC

Once specifications and spreadsheets are updated we will provide a preliminary Opinion of Probable Construction Cost (OPCC). The bidding-construction schedule is also be updated.

■ Review Meeting

We will have one in-person or virtual meeting to review the preliminary drawings.

■ Design Report

Drawings, outline specifications, code analysis, cost estimate and project schedule are detailed in a design report, for review-approval prior to commencing CDs.



Map of Proposed Location of the Evidence Storage / Training Garage

Project Approach continued

Final Design

■ Design Development

We will prepare design development drawings, technical specifications, and other documents for the architectural, structural, mechanical, electrical and plumbing building systems.

■ Review Meeting

We will have one in-person or virtual meeting to review the 60 percent completion of the design development document.

■ Updated OPCC

The OPCC will be prepared at approximately 60 percent completion.

■ CDs/Review

Our team provides a 60%-complete set (without specifications). We hold an in-person meeting or virtual meeting to discuss comments from your reviews. We then prepare the final CD set and perform a quality check of all deliverables. After your final review, we will hold another in-person review meeting.

■ Final OPCC

The final OPCC will be prepared.

■ Final Deliverables

Final Bidding Documents will be submitted to the State of Wisconsin Department of Safety and Professional Services and the City of Whitewater for Site Plan Review approval.

Contract Bidding

■ Distribution of Bidding Documents

The bidding documents will be distributed electronically through WisconsinBids, or another electronic bidding platform.

■ Prepare Notice Ad for Bids

Prepare and facilitate advertisement in the City of Whitewater's official newspaper.

■ Addenda

Assist in answering technical questions from bidders, prepare and review Addenda if any.

■ Bid Opening / Tabulation / Bidder Review

Architect will attend and (if requested) conduct the opening and bid tabulation, will review and make recommendations.

■ Contract Documents

Three sets of Contract Documents will be prepared for signature.



Manilla Gorilla –
Wisconsin Rapids, WI

Project Approach continued

Online Surveying

Helping facilitate ideas and points of view, for people who cannot or prefer not to participate in-person, has led us over the recent past to become skilled at the development of online surveying instruments (e.g. Survey Monkey). We routinely craft specific instruments for target audiences.

The survey, if desired, could target stakeholders and staff. All this data is aggregated and provided to you for review and prioritization.

Design Process

After the online surveying, staff meetings, and other community feedback, we are armed with the information that describes the character and identifies the design goals for the project. It is crucial that the city and staff be involved in reviewing the various design concept options, and as the final preliminary design develops. Regularly scheduled meetings will be arranged to review and develop design concepts through a consensus-building approach.

Thoughtful discussions, careful listening, and the honest weighing of options continue to be part of this process.

The design process will involve the development and discussion of various options measured against specific criteria addressing the space and facility needs. We will perform a public presentation if desired. Priorities will be revisited and cost budgets will be assigned to various options and solutions.

Design options will be communicated through various media, including sketches, 3-D computer-simulation models, illustrations, and plan drawings.

Pre-Engineered Metal Building versus Wood Pole Building

We understand that this project is for a long-term evidence and vehicle storage as well as a dedicated training area. We would like to bring attention to other building options to be studied and the cost estimated.

The proposed building is for a new approximately 5,000 square foot (50'x 100') wood pole building. We understand that you are open to other options, and we feel that a Pre-Engineered Metal Building (PEMB) is a viable consideration for this project.

PEMB buildings are ideal for long-term investments, and environments that require high protection, with concerns that include security, durability, and long-term low maintenance.

We would analyze the cost, pros and cons of each option with the owner and structural engineer.



Rutland Town Hall / Garage Rendering –Stoughton, WI

Timeline

We have developed a list of tasks and a timeline for the completion of the scope of services. If you are available, we will commence design efforts shortly after the estimated notification of intent to award date of February 18, 2025.

Our term **Design Team** includes your representatives as well as our design staff. The focus of the following timeline is to highlight interactive tasks of the entire Design Team as opposed to tasks limited to only one of the participants.

We understand that current project funding does not allow for the Architect-Engineer’s Construction Administration services to be included at this time, and they will be added when the construction is funded. These Construction Administration services are required by Wisconsin DSPS, and our team is fully prepared to provide these services, with related fees to be negotiated at a later date. Depending on several factors, the construction duration could be as short as six month and could be up to one year.

	Feb 2025	Mar 2025	Apr 2025	May 2025	June 2025	July 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025
Preliminary Design										
Final Design (CD's)										
Bidding and Contracting										



Madison Window Cleaning – Cottage Grove, WI

Budget Breakdown

Dimension IV Madison Design Group, together with its subconsultants Strategic Structural Design (structural) and IBC Engineering (mechanical, electrical, and plumbing), proposes an all-inclusive fixed fee for the professional services described in the RFP.

The firms on our team are fee-for-service, independently owned and operated professional consulting firms. Dimension IV Madison Design Group (officially Dimension IV – Madison, LLC) is the prime consultant, Project Manager, and Architect of Record. Strategic Structural Design is the structural engineering consultant; and IBC Engineering is the mechanical, electrical, and plumbing engineering consultant.

Budget Breakdown

	<u>PEMB</u>	<u>Alternate</u>
Preliminary Design	\$ 20,000	\$ 20,000
Construction Documents Through Bidding	\$ 31,650	\$ 38,150
Construction Administration*	\$ 0	\$ 0
TOTAL	\$ 51,650	\$ 58,150

* Not included, but required by DSPS. The estimated fee for this is \$18,150.

Assumptions and Exclusions

1. The proposed **Alternate** assumes structural engineering will be required for a conventionally framed superstructure, such as a steel column, beam and bar joist roof framing system. In the case of a pole barn or PEMB type structure, roof framing engineering is provided via delegated design by the contractor; therein, our structural engineer designs the footings and foundations only.
2. We include travel costs and incidental copies of drawings as needed for review purposes in our fees.
3. Exclusions:
 - a. State agency plan review fees and permit costs are not included in the proposed fees, and will be paid by the owner.
 - b. Required Geotechnical soil borings are by the owner.
 - c. Site utility-topographic and boundary surveying, and civil engineering, if required, are by the owner.
4. Fee Negotiation: Our final fee is subject to negotiation, should there be any discrepancies in the estimated design services or scope.



Westphal & Co. – Madison, WI

CITY OF WHITEWATER

Request for Proposals Whitewater Police Department Evidence Storage/Training Garage
February 11, 2025





A164
Evidence
Processing



February 11, 2025

Mr. Dan Meyer
Police Chief
Whitewater Police Department
312 West Whitewater Street
Whitewater, Wisconsin 53190

Re: Request for Proposals Whitewater Police Department Evidence Storage/Training Garage

Dear Mr. Mayer,

FGM Architects (FGMA) understands that well-designed public safety facilities are critical to the efficiency, security and long-term success of first responder operations. With extensive experience in designing law enforcement facilities, we specialize in creating spaces that support mission-critical functions, including secure evidence storage, advanced training environments, and vehicle storage solutions that enhance operational readiness.

Building on more than eight decades of experience, our team brings a long portfolio of well-designed public safety facilities and deep understanding of the unique challenges associated with these specialized spaces—from ensuring chain-of-custody integrity in evidence rooms to designing training facilities that replicate real-world scenarios. We listen to our clients and are committed to delivering functional, durable, and future-ready designs that not only meet current operational needs but also adapt to evolving demands.

The following highlights the unique benefits of the FGMA Team:

Unparalleled team with facility design experience. FGMA provides design leadership and technical expertise with experienced staff who are always seeking better ways of exceeding our clients' expectations. We have assembled a group of expert practitioners with deep experience in public safety facility design to support our partnership with the City of Whitewater. Our team brings decades of specialized knowledge and will work with Owner and stakeholders throughout all stages of the project.

Collaborative and Consensus-based Design Process. We fully understand the City would like a highly collaborative, interactive and transparent process. We engage elected officials, staff and the community through the assessment process so that everyone understands the reasoning for our final recommendations. Our approach fosters a consensus-based design process which ensures we will meet the long-term facility and City goals for this project.

Budget Development Expertise. FGMA understands that having reliable cost estimates is critical to the City. We specialize in working on public safety projects, we have up-to-date cost data and have tracked global cost trends and how they influence construction costs locally for decades.



High-Performance Design. High-performance design considers resisting shocks and stresses, long-term operational efficiency, conservation of resources, and designing for human health, wellness, and comfort. FGMA's value proposition is to provide a high-performing product that meets project criteria including the established budget. We will partner with you to set performance goals and achieve them. We look for opportunities to creatively stretch budgets, goals and thinking to deliver a better building. We use an integrative and iterative design process, including building simulation software, to inform recommendations and decisions based on data. Employing high-performance design strategies can yield efficiency and cost savings, improved reputation, and long-term viability and well-being- both at the community and individual level.

The FGMA team will provide the expertise, creativity and leadership that will be essential to realizing the most robust, long-lasting and cost-effective resource possible. We would sincerely welcome the opportunity to develop a relationship with the City of Whitewater on this meaningful and exciting commission.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brian Wright', with a stylized, sweeping flourish at the end.

Brian Wright, AIA, LEED AP
Principal-in-Charge
BrianWright@fgmarchitects.com
414.346.7283



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SECTION

A-C

Firm and Team
Introduction





Item 24.



In collaboration with our clients, we create buildings that are safe, environmentally responsible and true to their surroundings.

Delivering tailored solutions that meet the needs of law enforcement agencies while promoting safety, security and collaboration within the community.

A. NAME AND ADDRESS OF FIRM

FGM Architects Inc. (FGMA)
219 North Milwaukee Street
Suite 325
Milwaukee, Wisconsin 53202
414.346.7282

EVIDENCE STORAGE FACILITIES DESIGN EXPERTS

At FGMA, we understand the critical role that secure and efficient evidence storage plays in law enforcement operations. Our expertise in designing evidence storage facilities ensures that police departments have spaces optimized for security, organization and long-term functionality.

With a deep understanding of the complex requirements of evidence management, we create facilities that prioritize chain-of-custody integrity, secure access control and efficient space utilization. Our designs incorporate modern storage solutions that maximize vertical space, accommodate a variety of evidence types, and provide separate, controlled pathways for evidence intake and retrieval—ensuring compliance with best practices and regulatory standards.

POLICE STATION DESIGN EXPERTS

Our mission is to design spaces that prioritize safety, efficiency, and resilience while fostering collaboration, adaptability, and a sense of pride within the public safety community. We specialize in the design and construction of police stations and law enforcement facilities and have completed over 280 local, state, and national projects.

Our diverse portfolio encompasses a wide range of projects, including police stations, emergency operation centers and 911 facilities. By leveraging cutting-edge technology, FGMA helps law enforcement agencies stay ahead of evolving threats and challenges.

As part of our mission to create quality environments, designing public safety buildings that optimize health and well-being is a priority for our team. We are thought leaders in the design of interior environments that reduce stress while still supporting a high level of productivity.

Each project showcases our expertise in creating innovative, purpose-built environments that support the vital work of public safety professionals.



B. PRINCIPALS OF FIRM

Jan Behounek
AIA, LEED AP, CDT

Caroline Brogan, CPSM

John Burns, AIA, LEED GA

Mike Caraker

Leonard Debickero, AIA

Richard DePalma

Michael Denz, AIA

Rich DePalma

John Dzarnowski, AIA

Douglas Edney
AIA, NCARB, LEED AP BD+C

Michael Elliott, AIA, NCARB

Jason Estes, AIA

Bob Galloway, AIA, CSI

Diane Gilmartin

Stephen Hafer
AIA, LEED AP, NCARB

Anna Harvey, AIA,

Andrew J. Jasek, AIA

Charlie Kearns, RCDD

Christopher Kehde
AIA, LEED AP

David Kehm, AIA

Troy Kerr
AIA, LEED AP BD+C

Kyle Kim, AIA

Louise Kowalczyk
AIA, LEED AP

Timothy Kwiatkowski, AIA

Raymond Lee, AIA, LEED AP

Andrzej Leja
AIA, LEED AP BD+C

Antony Lo Bello, AIA

Paul Luzecky

Joshua Mandell
AIA, NCARB, LEED AP BD+C

Bryan Mason, AIA

Brian Meade, AIA, LEED AP

Kevin Meyer, AIA, NCARB

Daniel Nicholas, AIA

Jaime Palomo, AIA

John Peters

David Polkinghorn, AIA

Raegan Porter, NCIDQ, LEED

Ron Richardson
AIA, LEED GA

Rebecca Richter
AIA, LEED AP, RID, ALEP

William Roseberry
AIA, NCARB

Emily Spindler, AIA, NCARB

Andrew Stehl
AIA, LEED AP BD+C

Alyson Sternquist
AIA, LEED AP BD+C

Allison Stoos, AIA

Carol Stolt
Allied ASID, WELL AP

Elizabeth Wojtowicz

James G. Woods, AIA, ALEP

Brian Wright, AIA, LEED AP

David Yandel, AIA, LEED AP



FIRM STABILITY

FGMA has been in continuous operation since 1945. As an employee owned firm, everyone has a stake in the success of your project.

The CEO and President of FGMA have a combined tenure of over 40 years with the firm. In addition to six employees, three well qualified external members sit on the board of directors. Through strong management and careful stewardship of the business, FGMA has a robust backlog of work along with a strong balance sheet utilizing cash, not loans, to support operations.

Please contact our financial references for additional information:

Wintrust Commercial Banking

Grant Ohlson
Senior Vice President – Division Manager
Hinsdale Bank & Trust Company, N.A.
6262 South Route 83
Willowbrook, Illinois 60527
630.468.8674
gohlson@hinsdalebank.com

FGMK LLC

Brian L. Cote, Partner
2801 Lakeside Drive, 3rd Floor
Bannockburn, Illinois 60015
847.940.3259
bcote@fgmk.com

Risk Strategies Company

Lee Edmond, Senior Professional Liability
Specialist
1745 North Brown Road, Suite 250
Lawrenceville, Georgia 30043
678.690.5993
ledmond@risk-strategies.com

C. RESUMES OR BRIEF BACKGROUND DESCRIPTIONS INCLUDING RELEVANT EXPERIENCE OF THE PROPOSED PROJECT STAFF

FGMA provides the City of Whitewater with a team focused on public safety design who will deliver your projects on time and on

We offer you individuals with a proven record of experience who are committed to ensuring that your project will be of a highly distinctive quality. FGMA has developed a Principal-led team dedicated to the City of Whitewater. We anticipate that this team will work together on all projects.

PROFESSIONAL STAFF

In addition to the staff proposed for this project, FGMA offers the full resources of the firm. Our team of professionals is available to support all of your projects.





ORGANIZATION CHART



PRINCIPAL-IN-CHARGE

Brian Wright, AIA, LEED AP

PROJECT MANAGER

Bradley Kropp, RA

PROGRAMMER/PLANNER

Andrew Mayo, AIA

CONSULTANTS

Ring & DuChateau, LLP

MEP/FP Engineering

Ambrose Engineering, Inc.

Structural Engineering

FGMA can recommend and work with the City of Whitewater in procuring the right Civil Engineering consultant, if needed, for the project.



BRIAN WRIGHT, AIA, LEED AP

Executive Vice President &
Principal / Director of Municipal & Recreation

**“Designing buildings
for public use is my
passion.”**

Brian has dedicated his career to public safety and municipal projects. His expertise and knowledge of the trends and best practices in these building types provides a starting point for the programming and planning process. When combined with his client's specific goals and objectives, Brian is able to bring a unique and successful design solution to each project.

EDUCATION

M of Architecture
University of Illinois at Chicago

BS in Architectural Studies
University of Illinois at Chicago

LICENSES & CERTIFICATIONS

Registered Architect
Wisconsin, Texas, Illinois, Missouri

MEMBERSHIPS

American Institute of Architects
Wisconsin Chiefs of Police Association
Wisconsin State Fire Chiefs Association
Wisconsin City/County Managers Association

PROJECT ROLE

Principal-in-Charge

EXPERIENCE

KENOSHA JOINT SERVICES, WI

Shooting Range *NEW*
Evidence *RENOVATION*

CITY OF STOUGHTON, WI

Public Safety Building
SPACE NEEDS STUDY

CITY OF MEQUON, WI

Police Station & Fire Department
SPACE NEEDS STUDY

CITY OF CEDARBURG, WI

Public Safety Building
SPACE NEEDS STUDY

VILLAGE OF SLINGER, WI

Library, City Hall, Police Station
SPACE NEEDS STUDY
Police Station *NEW*

CITY OF MONONA, WI

Public Safety Building (Police,
Fire, City Hall) *FEASIBILITY STUDY*

VILLAGE OF CARY, IL

Village Hall & Police *STUDY*

CITY OF EDWARDSVILLE, IL

Public Safety Facility (PD/FD)
SPACE NEEDS STUDY
Public Safety Facility (PD/FD) *NEW*

ELK GROVE VILLAGE, IL

Administration & Public Safety
Complex (VH/PD/FD)
NEW & RENOVATION
Council Chambers *RENOVATION*
Village Green *RENOVATION*

CITY OF FARMINGTON, MO

Library, City Hall, Police Station,
Civic Center, Senior Center, &
Aquatic Center *FEASIBILITY STUDY*

VILLAGE OF LAKEMOOR, IL

Village Hall/Police Station
SPACE NEEDS STUDY
Village Hall/Police Station *NEW*

CITY OF WOODRIDGE, IL

Police/Public Works
SPACE NEEDS STUDY

CITY OF VICTORIA, TX

Police & Municipal
SPACE NEEDS STUDY
Police, Dispatch and Municipal
Court *NEW*
Main Street Program *RENOVATION*

TOWN OF LEDGEVIEW, WI

Town Hall & Fire Station No. 1
FEASIBILITY STUDY
Town Hall & Fire Station No. 1
NEW



BRADLEY KROPP, RA

"I enjoy designing spaces for our community to live, work & play in."

Brad will be responsible for overall coordination of the design team from the kick-off meeting to final completion. His primary responsibilities involve setting project goals, developing the design through the drawings and specifications and coordinating the work of FGMA's consultants. He has led diverse government, civic and community projects, delivering sustainable solutions that meet public needs.

EDUCATION

BS in Architectural Studies
University of Wisconsin

LICENSES & CERTIFICATIONS

Registered Architect | Wisconsin

MEMBERSHIPS

Sponsor of Southeast Wisconsin
Chapter of IFMA

PROJECT ROLE

Project Manager

EXPERIENCE

CITY OF STOUGHTON, WI

Public Safety Facilities
SPACE NEEDS STUDY

VILLAGE OF SHOREWOOD HILLS, WI

Village Hall, Public Works &
Police Department
FACILITY CONDITION ASSESSMENT/STUDY

CITY OF CEDARBURG, WI

Public Safety Building
SPACE NEEDS STUDY

VILLAGE OF SLINGER, WI

Police Station *NEW*

CITY OF FITCHBURG, WI

Police Services Facility *NEW*

CITY OF BROOKFIELD, WI

Police Department
SPACE NEEDS STUDY

CITY OF GREEN BAY, WI

City Hall & Police *SPACE NEEDS STUDY*
& *FEASIBILITY STUDY*

VILLAGE OF MENOMONEE FALLS, WI

Police Department *STUDY*
Police & Fire Training Facility
STUDY

SYCAMORE FD, IL

Fire Station No. 1 *PHASE II*

VILLAGE OF LINCOLNWOOD, IL

Multi Facility *IMPLEMENTATION*

GLENCOE GOLF CLUB, IL

Clubhouse *NEW*

WING PARK GOLF COURSE, IL

Clubhouse



ANDREW MAYO, AIA

Senior Associate

“Happy clients in new spaces—it’s why I love architecture.”

With a passion for creating efficient and community-centered municipal spaces, Andrew brings his expertise Police Department Programmer/Planner to this project. Drawing on extensive experience in Wisconsin, he combines thoughtful planning with innovative design to guide the Evidence Storage/ Training Garage project, ensuring it meets operational needs and fosters long-term growth.

EDUCATION

B of Architecture
Boston Architectural College

LICENSES & CERTIFICATIONS

Registered Architect | Wisconsin

MEMBERSHIPS

American Institute of Architects

Wisconsin City / County
Managers Association

League of Wisconsin Municipalities

Wisconsin Chiefs of Police Association

Wisconsin Police Executives Group

PROJECT ROLE

Programmer/Planner

EXPERIENCE

KENOSHA JOINT SERVICES, WI

Public Safety Building

*INTERIOR BUILDOUT**

Fleet Maintenance Building

*ADAPTIVE REUSE**

Shooting Range *RENOVATION*

Evidence *RENOVATION*

CITY OF STOUGHTON, WI

Public Safety Facilities *SPACE NEEDS STUDY*

CITY OF BROOKFIELD, WI

Police Pre-Design *STUDY*,
FACILITY CONDITION ASSESSMENT

NEENAH POLICE DEPARTMENT, WI

Police Training Center *ADDITION*

CITY OF FITCHBURG, WI

Police Services Facility *NEW*

CITY OF OCONOMOWOC, WI

Public Safety Facility (Police & Municipal Court) *ADAPTIVE REUSE*

CITY OF WAUWATOSA, WI

Police Department *RENOVATION*

CITY OF RACINE, WI

Community-Oriented
Police Substation *STUDY*
Public Safety Building (PD/FD)
SPACE NEEDS STUDY

VILLAGE OF

MENOMONEE FALLS, WI

Police Station Pre-Design *STUDY*

Public Safety Training Facility
STUDY

CITY OF MONONA, WI

Municipal Building (Police, Fire & City Hall) *FEASIBILITY STUDY*

CITY OF MEQUON, WI

Police Station & Fire Department
STUDY

CITY OF CEDARBURG, WI

Public Safety Building
(Police & Fire) *SPACE NEEDS STUDY*

CITY OF ALTOONA, WI

Police, Fire, City Hall, Library,
Public Works & Parks *STUDY*

CITY OF BARABOO, WI*

Police Station & City Hall *NEW*

VILLAGE OF CALEDONIA, WI

Public Safety Building
(Police & Fire) *STUDY*
Public Safety Building
(Police & Fire) *NEW*

VILLAGE OF COTTAGE GROVE, WI

Village Hall, Police, Parks, EMS,
Library, Public Works Facility *STUDY*



JASON LAROSH, PE, LEED AP, CEA CPMP

Ring & DuChateau | Project Manager

Jason oversees MEP for this project and is responsible for the design and management of heating, ventilation, air conditioning and control systems. He has 13+ years of experience focusing on municipal facilities.

EDUCATION

MBA in Architectural Engineering
University of Wisconsin - Madison

BS in Architectural Engineering
Milwaukee School of Engineering

LICENSES & CERTIFICATIONS

Professional Engineer | Wisconsin

PROJECT ROLE

MEP Project Manager

EXPERIENCE

CITY OF FITCHBURG, WI
Police Department *NEW*

VILLAGE OF SLINGER, WI
Police Department *NEW*

CITY OF WAUKESHA, WI
EOC & City Hall *NEW*

CITY OF WAUKESHA, WI
EOC & City Hall *NEW*

TOWN OF BELOIT, WI
Police Station *NEW*

CITY OF MILTON, WI
City Hall & Police Department
RENOVATION & ADDITION

CITY OF MADISON, WI
Police Training Facility & Firing Range
RENOVATION & ADDITION
South Port Road Facility

WAUKESHA COUNTY, WI
Administration Building *REMODEL*
County Jail *AHU UPGRADE / SOLAR HOT*
WATER HEATING SYSTEM

FRANKLIN FIRE DEPARTMENT, WI
Fire Station No. 3 *NEW*

MADISON FIRE DEPARTMENT, WI
Fire Station No. 13 *NEW*

DARIEN FIRE DEPARTMENT, WI
Fire Station *NEW*

FRANKLIN FIRE DEPARTMENT, WI
Station No. 3 *NEW*

ROCKTON FIRE DEPARTMENT, IL
Station *REMODEL & ADDITION*

MADISON FIRE DEPARTMENT, WI
Station No.13 *NEW*

DARIEN FIRE DEPARTMENT, WI
Station *NEW*

GREEN COUNTY EMS, WI
EMS Facility *NEW*

OAK CREEK FIRE DEPARTMENT, WI
Headquarters *NEW*

BELOIT FIRE DEPARTMENT, WI
Headquarters *NEW*

CITY OF MIDDLETON, WI
DPW Facility

COUNTY OF DODGE, WI
DPW Facility





R.D. RUFFIN, PE

Ring & DuChateau

Mr. Ruffin will lead the plumbing/fire protection systems design team for the project, taking responsibility for overseeing the coordination and preparation of the plans and specifications for those systems.

EDUCATION

BS in Architectural Engineering
Milwaukee School of Engineering

LICENSES & CERTIFICATIONS

Certified Professional Engineer | Wisconsin

PROJECT ROLE

Project Engineer - Plumbing Systems

EXPERIENCE

CITY OF FITCHBURG, WI

Police Department *NEW*

VILLAGE OF SLINGER, WI

Police Department *NEW*

FBI CENTRAL RECORDS COMPLEX, WINCHESTER, VA

Records Storage

ARTHUR J. ALTMAYER SOCIAL SECURITY ADMINISTRATION BUILDING, MD

Social Security Administration
Building *NEW*

B.H. WHIPPLE FEDERAL, MN

Building Modernization
Geothermal System
Solar Panels - Domestic Hot
Water

ULINE CONFERENCE CENTER, WI

Conference Center

METROHEALTH HOSPITAL, OH

Replacement Hospital

FROEDTERT MILWAUKEE HOSPITAL, WI

Ambulatory Master Plan
Implementation
Clinics Renovation
North Tower remodel
IR Cath EP Lab & AHU 7
Replacement
Pharmacy Renovation
HVAC Steam and Chilled Water
Infrastructure Study

AURORA HEALTH CENTER, WI

Ambulatory and Clinics Building
Mixed-use Facility - Orthopedics

ST. ELIZABETH HEALTHCARE

Cancer Center *ADDITION*
Parking Garage

GUNDERSEN ST. JOSEPH'S HOSPITAL AND CLINIC, WI

Replacement Hospital





DAVID C. WILLIS, PE
Ambrose Engineering | Senior Vice-President

David’s responsibilities include preparing layout and design of structural framing systems, assisting in and supervising the preparation of final contract drawings, developing construction details, supervising or preparing final approval for numerous office buildings, schools, industrial buildings, churches and business centers.

EDUCATION
MS in Structural Engineering
Milwaukee School of Engineering

BS in Architectural Engineering
Milwaukee School of Engineering

LICENSES & CERTIFICATIONS
Professional Engineer | Wisconsin, Alabama, Colorado, Delaware, Iowa, Kentucky, Maryland, Michigan, Minnesota, Missouri, Montana, Nebraska, New Jersey, North Carolina, Ohio, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, West Virginia

MEMBERSHIPS
Structural Engineers Association of Wisconsin

Civil Engineering Industry Advisory Committee

PROJECT ROLE
Structural Engineer

EXPERIENCE

CITY OF FITCHBURG, WI
Police Services Facility *NEW*

VILLAGE OF SLINGER, WI
Library, City Hall,
Police Station *STUDY*
Police Station *NEW*

VILLAGE OF CALEDONIA, WI
Fire & Police *STUDY & NEW*

NEENAH POLICE DEPARTMENT, WI
Police Training Center *ADDITION*

CITY OF WAUWATOSA, WI
Police Department *RENOVATION*

VILLAGE OF MT. PLEASANT, WI
Police Department
Shooting Range
Village Hall & Police Department

VILLAGE OF DEFOREST, WI
Police Department *ADDITION*
Village Hall *ADDITION*

DEHAVAN FIRE DEPARTMENT, WI
Fire Station

KEWAUNEE COUNTY, WI
County Courthouse
ADDITION & RENOVATION

CITY OF MADISON, WI
Water Utility Storage Building

VILLAGE OF MCFARLAND, WI
Public Safety Building

OZAUKEE COUNTY FAIRGROUNDS, WI
4H Building
Multiuse Facility

UNIVERSITY OF WISCONSIN - BARABOO, WI
Sauk County Science Building

UNIVERSITY OF WISCONSIN - MANITOWOC, WI
Science, Art & Library
REMODELING



SECTION

D-E

Firm Experience





D-E. DESCRIPTION OF PREVIOUS EXPERIENCE WITH RELEVANT DESIGN

Our experience demonstrates that FGMA brings to the City of Whitewater the necessary skills to translate your needs into reality.

Our experience brings value to your project. We provide quality design that responds to the functional and aesthetic requirements of each project. We consistently deliver projects that are reflective of the high level of energy and creativity of our team.

We have leadership expertise to oversee the schedule, budget, communication and management issues involved in projects.

The projects we have highlighted on the following pages are just a few of the solutions FGMA has provided to our clients to meet their special and unique needs.





BEFORE



AFTER

CLIENT

Kenosha City / County Joint Services

COMPLETED

Shooting Range - 06/2019

Evidence - 05/2020

REFERENCE

Mr. Joshua Nielsen
Assistant Director
1000 55th Street
Kenosha, Wisconsin
53140262.605.5007
jnielsen@kenoshajs.org

SIZE

Shooting Range - 3,950 sf

Evidence - 6,930 sf

PROJECT COST

Shooting Range - \$1.4M (e) \$1.4M (a)

Evidence - \$1.2M (e) \$1.1M (a)

New Facilities Strengthen Capabilities

SHOOTING RANGE & EVIDENCE STORAGE FACILITY

Creativity and problem-solving fueled FGMA's designed a new Shooting Range and Evidence Storage facility for Kenosha Joint Services, the agency managing the Sheriff and Police Departments facilities.

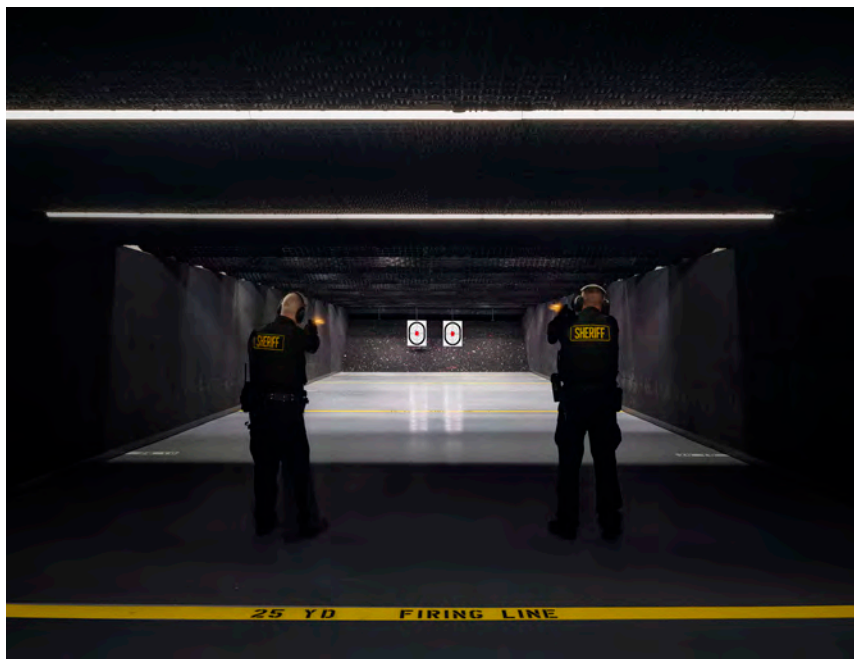
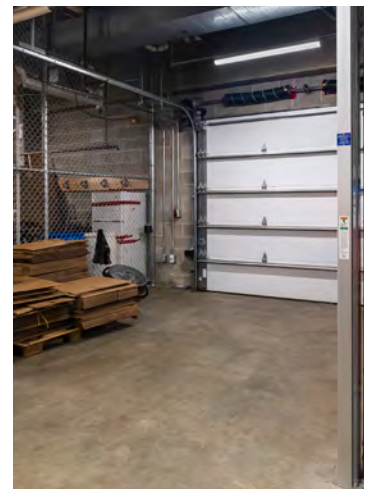
HIGH-DENSITY EVIDENCE STORAGE Following the successful completion of Kenosha's shooting range, FGMA began work on transforming the Evidence Storage facility, which was over-crowded and outmoded, slowing the efficiency of high-volume evidence management.

Designers installed 3 types of high-density storage systems. One is fully motorized, with carriages of shelving that can collapse and reopen with ease. A second system is mechanical with rolling carriages, including the reuse of the District Attorney's unused high density storage system; the third features static shelving for over-sized and bulky evidence. Kenosha's new Evidence Storage includes a self-contained Refrigerator/Freezer with redundant cooling to ensure materials are maintained at accreditation-level standards.



Today, Kenosha has significantly improved the intake, processing, and storage of critical evidence which is held in one location organized both by its type (“guns, drugs, money”) and organizing evidence in case order.

Throughout the renovation (including new mechanical, lighting, and plumbing), designers worked closely with Kenosha’s Project Manager and the Construction Manager to securely store evidence in temporary space while maintaining security standards.





CLIENT
City of Oconomowoc

COMPLETED
11/2020

REFERENCE
Mr. Jim Pfister
Chief of Police
630 East Wisconsin Avenue
Oconomowoc, Wisconsin
262.567.4401
jpfister@oconomowoc-wi.gov

SIZE
40,000 sf

PROJECT COST
\$11.7M (e) \$10.8M (a)

Former Grocery Store Turned Police and Municipal Court

POLICE FACILITY AND MUNICIPAL COURT

ADAPTIVE REUSE This former grocery store was transformed into a police facility and Emergency Operations Center, which was relocated from its current 4,000 sf location in City Hall to a 40,000 sf space it will share with municipal courts serving 17 local jurisdictions.

To control costs, the design reuses the existing building shell. A canopy, new exterior columns and identity signage on the façade rebrand the building. Windows to maximize daylight in the building were inserted in the existing side masonry walls.

MODERN POLICING The main entry is enhanced with a secure vestibule. From the lobby, there is an entrance for the court—for ease of access to visitors—and an enhanced-security entrance for police personnel. The public area includes a room for citizen reports and a multi-purpose room for training, meetings and community use. The floor plan of the station is designed to support state-of-the-art police functions, including lock-up, evidence processing/storage and hard/soft interview rooms. Open space work areas for the patrol and investigative divisions foster increased communication and collaboration.



Finishes and materials throughout, including carpets and furniture, were selected for durability as well as to provide a sense of calm and order.

The back of the station includes space for indoor police vehicle parking (yielding long-term tax dollar savings) as well as a secure sally port for safe transfer of detainees.

COMMUNITY BENEFIT Police and court personnel as well as citizens of Oconomowoc and surrounding communities are the beneficiaries of this creative, economical renovation that demonstrates the power of repurposing existing assets for today's and future needs.





CLIENT
Town of Ledgeview

COMPLETED
10/2018

REFERENCE
Ms. Sarah Burdette
Town Clerk/Administrator
3700 Dickinson Road
De Pere, Wisconsin 54115
920.336.3360
sburdette@ledgeviewwisconsin.com

SIZE
Public Works 14,316 sf
Village Hall 11,891
Fire 11,224

PROJECT COST
\$2.5M (e) \$2.5M (a)

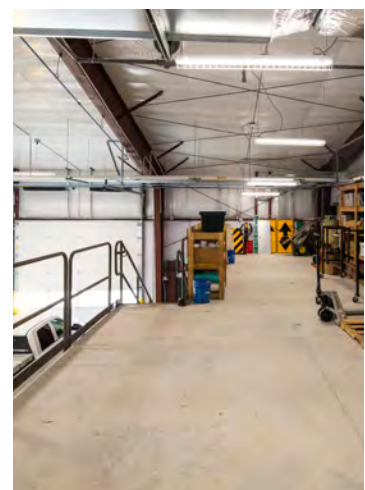
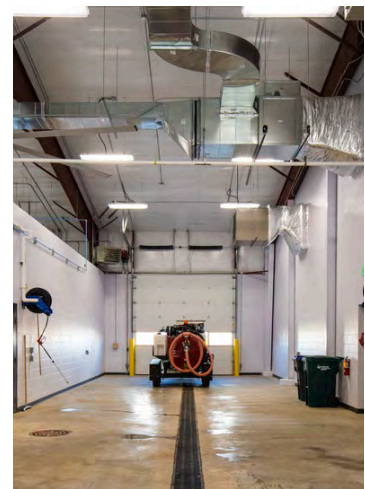
New Facility Designed with Growth in Mind

DEPARTMENT OF PUBLIC WORKS FACILITY

As the town has grown, so has the demand for services from the public works facility. Ledgeview selected FGMA as design architect, to perform a facility analysis which included a space needs assessment, facility analysis and preliminary site layout and budgeting. Beginning with this study, the team set the schedule, budget and scope for the project. After passing a referendum, the team began project implementation and set out to create a dedicated public works facility to anticipate needs well into the future. Designed with future expansion in mind, the layout of the new facility accommodates double the current fleet and anticipates growth in maintenance serviceability, as well as yard expansion.

The building features a large fleet storage bay with glass doors to maximize daylight, a jib crane for maintenance and a storage mezzanine. The office portion houses the supervisor, work stations, break room and locker room accommodations.

The yard space accommodates a large spoils and materials handling area, covered salt storage area and future cold storage. The lot adjacent is also owned by the town and will be part of future expansion plans.





CLIENT
City of Roanoke

COMPLETED
2025 (e)

REFERENCE
Mr. Gary Johnson
Director of Police & Fire Services
609 Dallas Drive
Roanoke, Texas
817.491.6084
gjohnson@roanoketexas.com

Mr. Jeriahme Miller
Chief of Police
609 Dallas Drive
Roanoke, Texas
817.491.8116
jmiller@roanokepolice.com

SIZE
63,200 sf

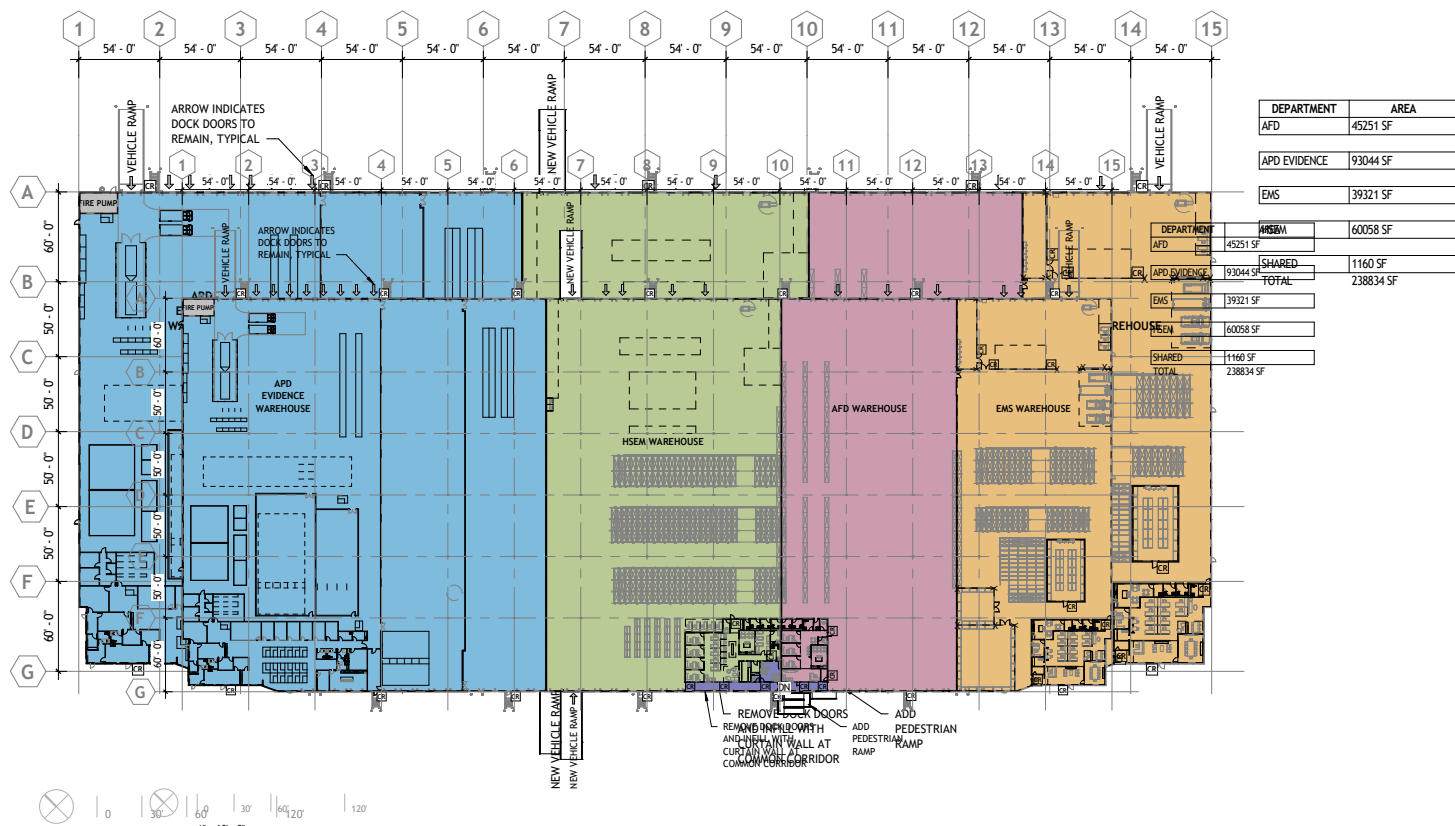
PROJECT COST
\$46M (e)

New Building Cements Strong Future

POLICE DEPARTMENT AND MUNICIPAL COURT FACILITY

Roanoke has experienced steady growth and the demands on police services will only continue to grow for this robust and thriving City including how evidence and property are organized and stored. In order to address the operational inefficiencies in its current building, the City retained FGMA to provide full architectural design services for a new facility that will promote and enhance morale, recruitment, and retention of staff in a highly competitive environment.

The design strategy for creating new secure evidence storage zones on this 6-acre campus was to divide it up into two locations. Most of the evidence will be stored within the 45,000 sf main public safety facility with high ceiling space allowing for tall rolling high density storage units. Evidence types housed here will include general evidence, weapons, narcotics, valuables and biologicals. Other program spaces related to property and evidence include an evidence processing lab, staff workstations, a property viewing room, and a property return lobby with direct access to the public parking lot.



CLIENT
City of Austin

COMPLETED
2024

REFERENCE
Mr. Eric DeJernett
Senior Vice President Advisory &
Transition
500 West Second Street
Austin, Texas
512.482.5504
eric.dejernett@cbre.com

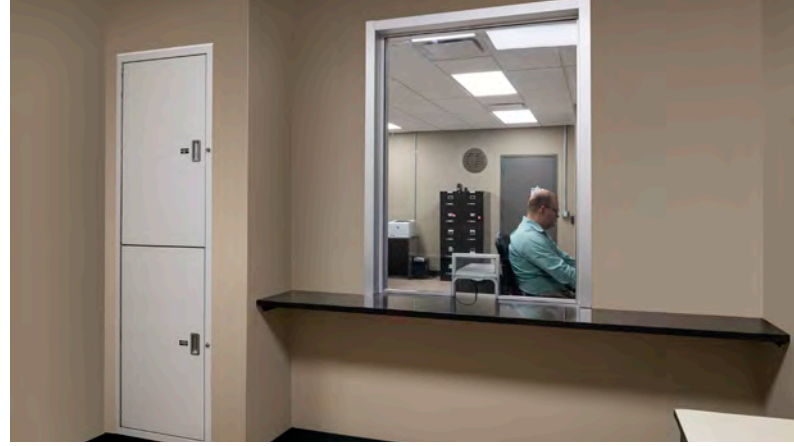
SIZE
200,000 sf

PROJECT COST
Study Only

New Facility Secures the Future of Public Safety Storage

APD WAREHOUSE SNA AND TEST FIT STUDY

In early 2024, FGMA teamed with STG Architects to provide the City of Austin with programming and test fit feasibility studies for a large 200,000+ sf TI storage warehouse facility for police, fire, EMS and HSEM. FGMA performed an existing APD evidence inventory, developed the APD evidence unit's program for 20-year growth and created space layout test fits. Some unique aspects of this project involved making sure there were separate and secure evidence intake and return routes to keep the public and staff apart, making sure the storage system concepts maximized the volume / height of this 26' high warehouse, and making sure different evidence types maintained necessary levels of security along all perimeter walls.



SELECT FGMA POLICE CLIENTS (MOST WITH EVIDENCE STORAGE)

WISCONSIN

Altoona PD
Caledonia PD
Cottage Grove PD
Fitchburg PD
Fontana PD
Kenosha Joint Services
County Sheriff & PD
Monona PD
Neenah PD
Oconomowoc PD
Oshkosh PD
Racine PD
Wauwatosa PD

TEXAS

Austin PD
Elgin PD
Hutto PD
Roanoke PD
Temple PD
Victoria PD

ARKANSAS

Bella Vista Public
Safety

ARIZONA

Mesa PD

ILLINOIS

Addison PD
Arlington Heights PD
Bellwood PD
Bensenville PD
Broadview PD
Buffalo Grove PD
Burr Ridge PD
Carol Stream PD

Cary PD
Channahon PD
Chicago Heights PD
Collinsville PD
Des Plaines PD
Downers Grove PD
DuPage Public Safety
Communications
Edwardsville PD
Effingham PD
Elk Grove Village PD
Elmhurst PD
Franklin Park PD
Glen Carbon PD
Glendale Heights PD
Glenview PD
Harwood Heights PD
Highland Park PD
Hoffman Estates PD
Itasca PD
Illinois State Police
Kildeer PD
Lake in the Hills PD
Lakemoor PD
Lake Forest PD
Lincoln PD
Lincolnshire PD
Manhattan PD
McHenry PD
Morton Grove PD
Mount Prospect PD
Mundelein PD
New Lenox PD
Northbrook PD
Oakbrook Terrace PD
Department
Oak Park PD

Oakwood Hills PD
Orland Park PD
Palatine PD
Park Ridge PD
Round Lake PD
Rockford PD
Rosemont Public
Safety
Department
Roxana PD
Schaumburg PD
Shiloh PD
Skokie PD
Streamwood PD
St. Charles PD
South Barrington PD
Tower Lakes PD
Troy PD
Wauconda PD
Waukegan PD
Wheaton PD
Wilmette PD
Winnetka PD
Woodridge PD

MICHIGAN

Lansing PD

MINNESOTA

Duluth PD

MISSOURI

Cape Girardeau PD
Des Peres Public
Safety Department
St. Louis PSAP / EMA
Farmington PD
Fredericktown PD

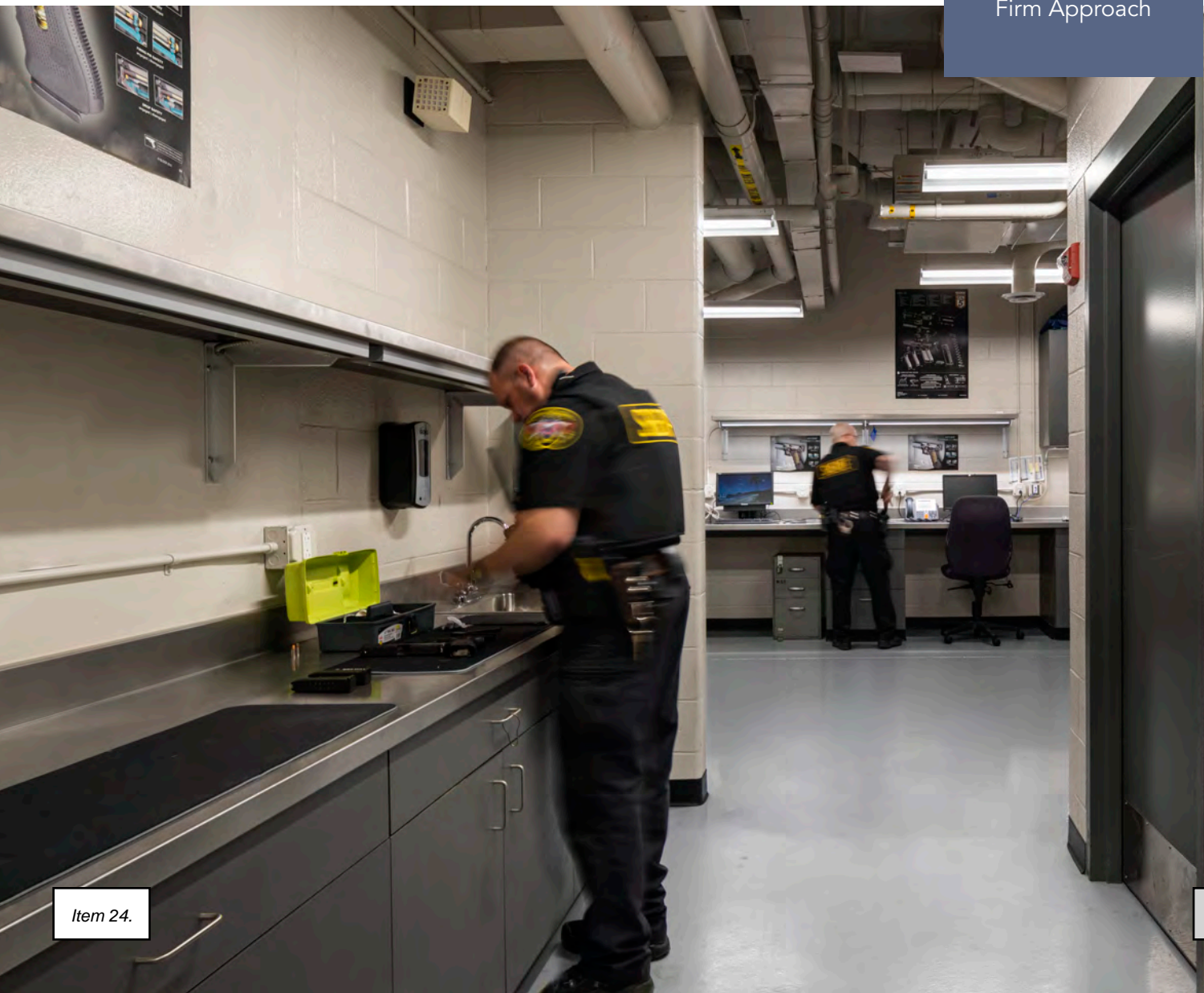


Franklin County
Sheriff's Office
Department
Kinloch PD
Ray County PSAP / 911
St. Francois / Ste.
Genevieve Counties
911/ EOC

SECTION

F

Firm Approach





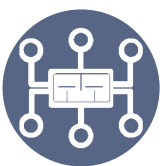
Item 24.

F. FIRM APPROACH



Phase 1: PRELIMINARY DESIGN & RESEARCH

Each project begins with a process of discovery aimed at developing a deep understanding of goals, unique needs, and potential challenges. We rely on an interactive process that invites active participation among the design team, key stakeholders, and those who will maintain the facility. The first step – and perhaps the most important – is to establish the project vision. We do this in two ways: through programming and visioning. This allows us to set expectations, define goals and objectives, and develop a list of space types, equipment and other needs that are critical to the success of the project. We review the long-term operational and climate-action goals of your organization, establish high performance priorities including energy and water targets. Additionally, we begin to establish key resilience requirements including building life expectancy, essential building services or systems, and allowable disruptions or downtime. We work together to record specific performance criteria and develop the Owner's Project Requirements, which is used to align design measures with the vision and budget throughout all phases of design.



Phase 2: SCHEMATIC DESIGN

Communication and collaboration with the client remain at the forefront. We evaluate climate conditions and assess the site in order to inform a site responsive solution. We test solutions and offer a range of options that incorporate established requirements. We rely on energy modeling to optimize geometry, orientation, envelope, and passive strategies and to provide an objective, comparative analysis of conceptual designs. We recommend building performance improvements based on data and aligned to goals and budget.



Phase 3: DESIGN DEVELOPMENT

FGMA investigates opportunities to optimize the proposed solution as we develop the design in greater detail. Our empathic design approach will ensure equitable and inclusive design going beyond accessibility requirements. We will provide forward looking technology solutions that will be flexible and agile allowing for future change. We continue modeling for energy, working as a team to reduce loads, and optimize building envelope including insulation values, window-to-wall ratio, glazing performance, daylight harvesting, shading, and thermal mass. We confirm energy and water reduction targets are on track. High-performance features are woven into every aspect of the design from energy usage to material selection. Furniture design is integral to this phase and throughout the project. Cost and schedule remain a priority throughout the development of the project.



Phase 4: CONSTRUCTION DOCUMENTATION

As the design is refined, we continue modeling to optimize high-performance features and budget. We reaffirm energy and water targets and conduct quality control reviews, including building systems. Drawings and specifications are created to provide clear direction to the contractors who will bid and build the project and to communicate code compliance to building officials.



Phase 5: BIDDING

We communicate with bidders throughout the process. Our team will analyze each contractor's bid and qualifications to confirm the best team for the project is selected.



Phase 6: CONSTRUCTION ADMINISTRATION

FGMA believes in a team-based approach to contractor engagement. We will answer questions related to the interpretation of the construction documents, observe and evaluate the work, report to the owner on progress, review the contractor's submittals, review and sign all pay applications, and determine substantial completion. We will engage the build team early with a design orientation meeting to cover any unique aspects, potential hurdles and review general expectations.



PUBLIC INPUT PROCESS

Team building is an essential component of the entire design and construction process.

A component of team building that we employ is to unify and motivate all of our architects and consultants to your goals and objectives. Before any sketch is generated or any line is drawn, our team will engage in a thorough project planning process which includes the development of schedule milestones.

Our ability to listen enables us to have a clear understanding of our client's unique needs, desires and challenges. These factors—combined with the unique qualities of each facility or site—have led us to propose design concepts that are very different from each other and that our clients have helped us to design. We will promote an interactive, collaborative process with all stakeholders who will use and support the projects to be undertaken.

The FGMA team uses face-to-face interaction as its primary means of communication, with video and teleconferences as a secondary means of moving the project forward. Our designers will use sketches, drawings and other visual materials to communicate their designs, including the latest computer-generated, 3D imaging software to quickly and accurately convey design options and test solutions.

We will also utilize Building Information Modeling (BIM) software to prepare the design documents.

We will discuss options for utilizing the BIM model for facility management purposes with the City of Whitewater and the Whitewater Police Department in order to understand how the design model might be adapted to the Department's best and most efficient use.

Our approach to communication is established at the onset of the project and is monitored and controlled throughout the remaining phases. Responses and directions from the City's stakeholders are requested on a continuing basis to ensure that the design meets your needs. The FGMA team is particularly experienced and skilled in working with numerous and possibly conflicting interests to achieve consensus and direction.

This participatory process involves all stakeholders and takes the following distinct forms:

- Workshops: brainstorming sessions designed to get everyone's ideas on the table and begin to evaluate various alternatives as they develop
- Meetings / Interviews: to elicit information or feedback in specific areas
- Review and approval procedures: to finalize decisions
- Community Engagement: This project is an opportunity to fully engage the community and use the design process for input on the facilities



SCHEDULE AND BUDGET MANAGEMENT

FGMA takes pride in our ability to manage complex assignments and keep them on schedule and within budget.

SCHEDULE MANAGEMENT

Before any sketch is generated or any line is drawn, our team will engage in a thorough project planning process which will establish a common set of goals and objectives for the project. These goals are developed and understood by the client as well as the architects, designers and consultants. The main schedule milestones will be identified prior to the commencement of the project and each team member will understand the importance and impact of their involvement in meeting the scheduled goals.

Establishment of a schedule requires the cooperative involvement of the design professional and the owner. Because we believe that each facility belongs to the client and the building users, our design process places you at the center of the design team. We weigh the need for a desired occupancy date against budgetary limitations, potential risks and the client's decision making process.

During the early phases of the project, working with the owner, goals and priorities will be set relating to aesthetic, functional and budget parameters. This will be accomplished through a collaborative consensus building process that will involve all members. As a group we will develop a work plan with which will be our roadmap for the project.

This schedule will help us organize the tasks by phase relating to the milestone dates. It will also indicate when information is required for decision making. It will establish review and approval periods relating to committee and board meetings. The schedule will target budget/estimate reviews, meetings with municipal agencies, internal department reviews and all of the detail required during the various project phases.



BUDGET MANAGEMENT

FGMA uses an active “Design to Cost” approach rather than a “Costing of the Design” process. Costs are controlled by means of frequent construction cost estimates throughout the progress of a project. In the early stages, costs will be estimated using square footage or other yardsticks. Due to the large number of educational projects that we bid on every year, we have a large database of recent bids on which to base early estimates that we will provide as input into this early costing process.

A cost model will also be developed in the context of the project budget for all of the major building systems by which alternatives for those systems can be evaluated. It is far easier to adjust maintain cost control in the early stages of the project than in the latter. Your Principal-in-Charge will be involved in this cost monitoring process from project inception through to project close-out to ensure your budgeting concerns are not overlooked.

As a project progresses, more detailed estimates are completed by the Construction Manager/General Contractor and reviewed in depth by us. Manufacturers and suppliers are often consulted regarding specific costs of items.

Alternatives for all building systems are presented to the city with a list of advantages and disadvantages and cost estimates related to the cost model for those building systems so that decisions are made within the overall framework of the budget.

As part of the interdisciplinary coordination meetings that are held on a regular basis over the course of designing and coordination all elements of a project, we benchmark the development of building systems against established budget parameters. We want to develop the best system possible for a client within the budget range that has been established.

We do not want to design a system that has to be altered to fit within a budget. We will not sacrifice functionality. By continuously measuring systems development against budget parameters, rather than only reviewing budget after phases have been completed, we believe that we will eliminate project revisions, maintain the project schedule and ensure project quality.

By constantly monitoring a project, changes during the design are incorporated in updated estimates, and the project scope or building systems can be selected or altered to maintain the budget.



FGMA recommends the development of cost estimates during the following stages of a project to effectively manage your cost:

- **At the Commencement of the Project—**
The estimating process begins very early in the project and is reviewed and updated during each phase of the project. This ensures that the project stays within your budget. Our objective is to develop an estimate that accurately reflects the price at which your project can be awarded. This requires precise pricing, experienced judgment, and continuing assessments of local market conditions.
- **At the Conclusion of Schematic Design**

- **At the Conclusion of Design Development**
- **At 50% Completion of Construction Documents**
- **During Evaluation of Bids—**Upon receipt of bids, we assist the Construction Manager/General Contractor with the check of the cost estimates provided previously to ensure the qualified bidders are at or under budget. Besides cost, information of the bidder's financial stability, previous experience, equipment ownership, and insurance is carefully reviewed.

As public safety specialists, we are versed in the standards governing police facility design.

Comprised of 49 core standards, the Wisconsin Law Enforcement Accreditation Group (WILEAG) influences the planning and design of police facilities. Through our current work on similar, relevant facilities in the State of Wisconsin, FGMA brings an understanding and adherence to WILEAG standards in order to enhance efficiency, effectiveness, and professionalism within law enforcement agencies.

We will work with the County to ensure that its new police facility is conducive to supporting the mission and functions of the agency while also promoting the safety and well-being of both officers and the public you serve.

The following are the most relevant standards that apply to your project:

MOBILE/WEARABLE VIDEO RECORDERS

- 6.1.9.2 Data security and access
- 6.1.9.3 Data storage and retention

RECORDS SECURITY

- 10.1.1.1 Separation of juvenile criminal records from adult criminal records
- 10.1.1.2 Policies and procedures governing collection, retention, storage and release of juvenile fingerprints, photographs, and other methods of identification
- 10.1.1.3 Appropriate security measures for agency files, including access limitations

11.1.2 EVIDENCE COLLECTION

To sustain a successful prosecution, agency personnel must utilize acceptable methods for field and lab processing of potential evidence, including maintenance of the chain of custody and integrity of evidence from scene to trial.

Air quality control with clean, sterile processing surfaces.

WILEAG Accredited Agencies We Have Worked With	
FULL ACCREDITATION	CORE STANDARDS ACCREDITATION
Cedarburg PD	Shorewood Hills PD
Cottage Grove PD	
Fitchburg PD	
Menomonee Falls PD	PURSUIING ACCREDITATION IN NEW FACILITIES
Mequon PD	Caledonia PD
Neenah PD	Slinger PD
Oshkosh PD	

In addition to the architectural aesthetic, our team will be observant of all government regulations throughout the design process. This includes, but is not limited to:

WI COMMERCIAL BUILDING CODE

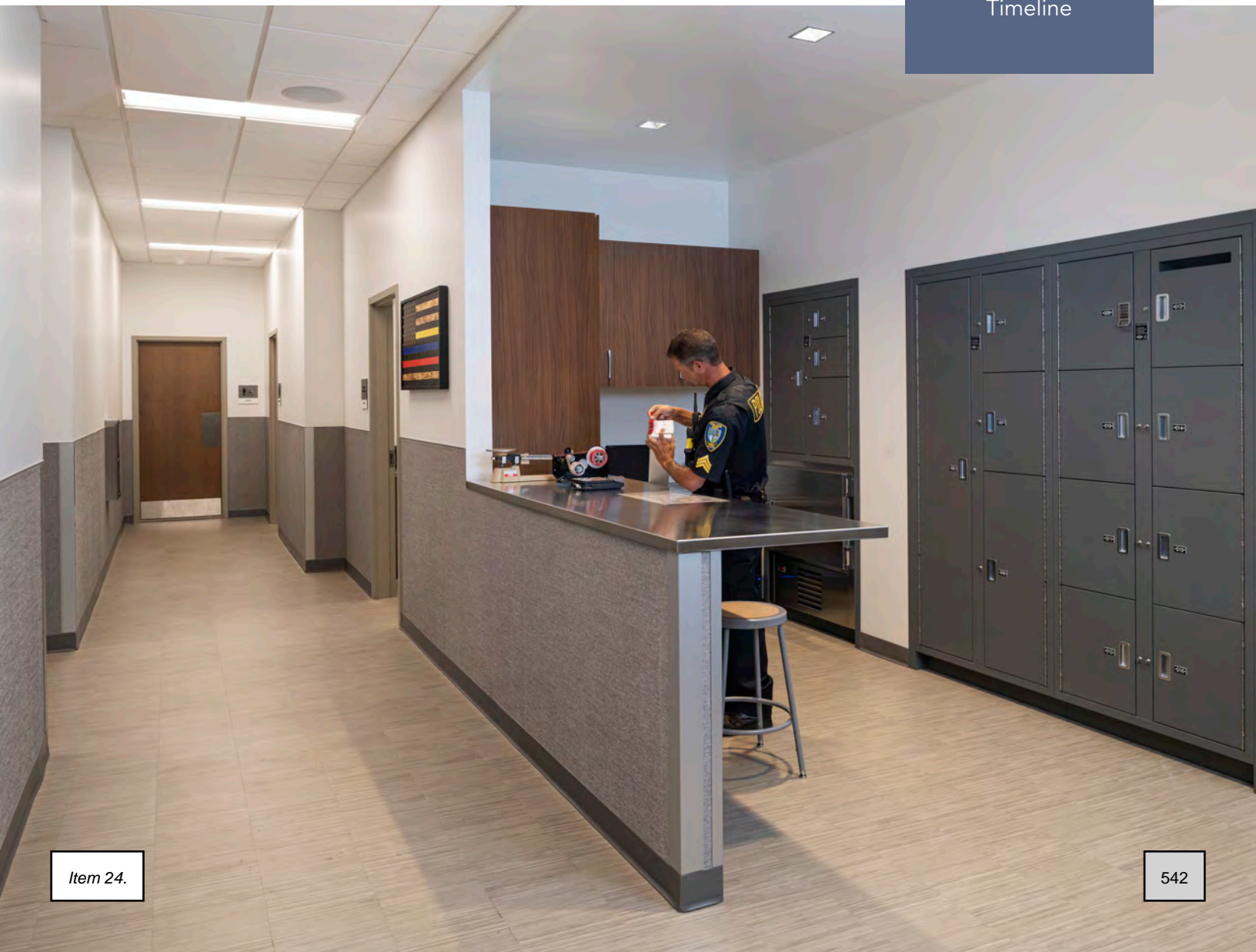
SPS 362 (2015 IBC), SPS 363 (2015 IECC), SPS 365 (2015 IMC), SPS 365 (2015 IFGC), SPS 381-387 (Plumbing Code)

All cited codes within the above list, including NEC, IFC, ADAAG and all standards and codes listed in 2015 IBC Chapter 35.

SECTION

G

Timeline





G. TIMELINE

Design Programming & Concept Planning	March 2025
Schematic Design	April 2025
Design Development	May 2025
Construction Documents	June - July 2025
100% Document Review Package (Construction Drawings, Specification Manual, Cost Estimate)	August 1, 2025
QA/QC Reviews	August 2025
DSPS State Plan Review	August 2025
Bidding	August - September 2025



SECTION

H

Budget Breakdown





H. BUDGET BREAKDOWN



Preliminary Design Services

Fixed Fee: \$22,500
Reimbursable Expenses: See Below for Anticipated Expenses

Final Design Services

Fixed Fee: \$60,500
Reimbursable Expenses: See Below for Anticipated Expenses

Bidding Related Services

Fixed Fee: \$5,000
Reimbursable Expenses: See Below for Anticipated Expenses

Grand Total

Fixed Fee: \$88,000
Reimbursable Expenses: See Below for Anticipated Expenses

Above fee is based on an approximately 50'x100' building located on City owned property at 109 County Highway U. Fee is inclusive of services outlined in Request for Proposal dated January 22, 2025, and listed below. The fee is based on an anticipated project construction cost of less than \$500,000. Deviation from these assumptions may require renegotiation of professional services fees.

List of Anticipated Reimbursable Expenses

- Postage and / or Delivery
- Contract Document Printing for Permitting
- Contract Document Digital Hosting for Bidding
- Destructive Testing / Investigation
- DSPS Plan Review Fees
- Other Review Agency Fees as necessary
- Travel / Mileage expenses
- Any Unforeseen Specialty Consultant

List of Services / Consultant Disciplines Included

- Architecture
 - including design & bid services
 - Coordination with Evidence Storage Equipment Vendor
- Civil Engineering & Stormwater Management Design
- MEP & FP Engineering
- Structural Engineering

List of Services / Consultant Disciplines Excluded

- Surveying & Land Division (CSM)
- Wetland Delineation
- Geotechnical Engineering & Soil Analysis
- Environmental Engineering
- Multiple Bid Packages
- Building Commissioning
- LEED and / or Other Design & Accreditation
- Off-site Public Utility and Street Extensions
- Interior Design
- Landscape Architecture
- Construction Administration Services



We Build Community



SUBMITTED BY

BRIAN WRIGHT

Principal-in-Charge

BrianWright@fgmarchitects.com | 414.346.7283

219 North Milwaukee Street, Suite 325
Milwaukee, Wisconsin 53202

SUBMITTED TO

DAN MEYER

Police Chief

dmeyer@whitewater-wi.gov

312 West Whitewater Street
Whitewater, Wisconsin 53190



RFP: Whitewater Police Department Evidence Storage/Training Garage

Senga Architects

Firm Overview and Qualifications

HISTORY & EXPERIENCE

Senga Architects Inc. was established in January 2016 as a Minority-owned Architecture Design Firm located in downtown Chicago. The firm operates as an S-Corporation and holds certifications including MBE Certified Chicago and MBE Certified Illinois. Led by Founding Principal Architect Firmin S. Senga, our team is committed to providing quality and sustainable design solutions. We specialize in architectural services for public organizations, with a focus on collaboration, innovation, and client satisfaction.

PRACTICE PHILOSOPHY

Senga Architects Inc. is dedicated to providing innovative and sustainable design solutions. The firm emphasizes collaboration with clients, consultants, and team members. Utilizing Building Information Modeling (BIM) software and Revit as standard practices, the senior staff, with over 15 years of experience, ensures the delivery of digital documents and effective project management.

POTENTIAL ADDITIONAL CONSULTANTS

- Civil Engineering:
 - Terra Engineering
- Structural Engineering:
 - Deepak Gidwani of **DG Structural Engineering**, 401 S. La Salle St., Suite 1305, Chicago, IL
- MEP:
 - **Designteq**

IN-HOUSE DESIGN DISCIPLINES

DESIGN SERVICES

Architectural design, interior design, and planning

EVALUATION & PLANNING SERVICES

Programming, Existing facilities surveys, Economic feasibility studies, Site analysis, Environmental studies, Zoning analysis, ADA analysis

ADDITIONAL SERVICES PROVIDED IN-HOUSE

BIM/Revit Consulting, Interior Design, FFE, Permit Expediting, ADA Compliance and Accessibility Improvement, Code violation correction, Construction administration

ANNUAL VOLUME OF WORK

Senga Architects does about \$10 million in construction annually.

STAFFING INFORMATION

Senga Architects is comprised of 17 team members:

- 1 Principal Architect;
- 1 Senior Architect/Project Manager;
- 6 Architectural Designers; 1 Senior Architectural Designer
- 4 Architectural Interns;
- 3 Office Administrators.



TECHNICAL TRAINING AND EDUCATION

EDUCATION Graduate degrees from the Royal Institute of British Architecture and the Cracow Institute of Technology in Cracow, Poland.

CREDENTIALS Illinois Architectural License - Licensed Architect 2011 Indiana Architectural License - Licensed Architect 2018 Michigan Architectural License - Licensed Architect 2018 LEED AP - 2008 LEED AP BD+C - 2011 NCARB AIA Active member of the sustainable design focus group at M+W US Inc.

EXPERIENCE 17+ years of experience in project types: Commercial, corporate office, data center, residential, industrial, heavy manufacturing, laboratory, mission critical, military, higher education, research, cultural and spiritual, and hospitality.

ASSIGNMENT EXPERIENCE SD's, DD's, CD's, CA's, Site analysis, Code research, Specifications and Materials, Document checking, and Coordination.

DESIGN EXPERIENCE Architectural, Structural, Mechanical, Electrical, Plumbing, Civil, Interior, Landscape, and Material research & specifications.

EVALUATION AND PLANNING EXPERIENCE Programming, Existing facilities surveys, Economic feasibility studies, Site analysis, Environmental studies, and Zoning process assistance.

ADDITIONAL EXPERIENCE FFE, Graphic design, Permit expediting, ADA compliance and accessibility improvements, and Code violation corrections. 15+ years of experience with BIM/Revit, AutoCAD, Google Sketchup, Rhino 5, QGIS. Start date: January 2016. Supervised and completed over 400 projects. Prior to Senga Architects, 15 years of experience with other firms.

GENERAL EXPERIENCE & WORK WITH OTHER FIRMS PRIOR TO FOUNDING SENG ARCHITECTS

ECE, CHAMPAIGN-URBANA, IL

Project Info: Design Build, Higher Education and Research

Cost: \$135,000,000 USD

Year: 2012 - 2015

Assignment: SD's, DD's, CD's, CA's, Site Analysis, Code Research, Specifications, and material research, document checking and coordination

LOYOLA CTRE, MAYWOOD, IL GOLD LEED

Project Info: Design Build, Higher Education and Research, Laboratory, and Vivarium

Cost: \$125,000,000 USD

Year: 2013 - 2016

Assignment: SD's, DD's, CD's, CA's, Site Analysis, Code Research, Specifications, and material research, document checking and coordination

EXPERIENCE WITH REQUESTED SERVICES

COOK COUNTY JUVENILE WEST COURTHOUSE

Senga Architects is providing an ADA Assessment and Transfer Package for the Cook County Department of Capital Planning and Policy. The facility of focus is the Juvenile West Courthouse and First Floor of the Juvenile Temporary Detention Center.

EDUCATIONAL SCIENCE LABS, CPS CHICAGO, IL

Interior Renovations and Expansion of High School Science Labs of CPS High Schools. Architectural, Mechanical, Electrical, Plumbing, and Structural design work and specifications; Design development, construction document, and schematic design; Construction administration; Document checking and coordination; Site analysis; Code research.

PRE-K EXPANSIONS, CPS, CHICAGO, IL

Improvement and expansion for public school classrooms. Architectural, Mechanical, Electrical, Plumbing, and Structural design work and specifications; Design development, construction document, and schematic design; Construction administration; Document checking and coordination; Site analysis; Code research.
Specific Role: Senior Architect

CPS TUS CLASSROOM AND BATHROOM PROJECTS

Complete renovation of multiple pre-fabricated classroom modular buildings at four CPS schools, including complete mechanical, electrical, plumbing and accessibility upgrades.

EXPERIENCE WITH REQUESTED SERVICES (CONTINUED)

OPEN CONTRACT, GOVERNOR'S STATE UNIVERSITY, UNIVERSITY PARK, IL

Senga Architect's Team was chosen to provide services for the next three years for this public university set on 750 acres in University Park, Illinois.

ACCESSIBILITY IMPROVEMENTS, 32 POLLING PLACES, CPS CHICAGO, IL

Our improvements range from the installation of small safety features to the design and installation of new accessible ramps and vertical platform lifts. This work includes the analysis of the unique conditions of each school to arrive at a solution that can be implemented within a limited timeframe and budget, without interrupting instruction, and preserving the architectural qualities of the spaces requiring improvement.

CDB PROJECT 630-000-272 REPAIR ROOFING AND REPLACE LIGHTNING - STATEWIDE PROGRAM - DOT, IL

Replacing the existing shingle roof on salt dome buildings as needed. Upgrading the lights to LED. Determine if any aspects of this projects are eligible for Illinois Energy Grant or Rebate Program. Responsible for preparing and submitting the grant application if the project qualifies for the rebate.

CDB PROJECT 810-052-024-01 - IMPROVEMENTS TO PEDESTRIAN WALKWAY

The Kaskaskia Community College - Centralia, Clinton County, is an 18-building facility established in 1968. The Library (JC20E), is a 38,126 square foot, 2-story building established in 1971. The Administration (JC20F), is a 18,404 square foot, 2-story building established in 1974. The scope of work provides for adding a roof structure over the pedestrian walkway connecting the Library Building second floor and the Administrative Building second floor, including lighting and outdoor heaters.

JOINT PUBLIC SAFETY TRAINING CAMPUS, CHICAGO IL

The Chicago Joint Public Safety Training Campus will be a new state-of-the-art facility to train the city's first responders. The 1.3 acre campus will increase the training capabilities of both new and current police officers, firefighters, and paramedics, allowing for comprehensive cross-training among departments. In addition to training facilities, there will be two restaurants on the site, Culvers and Peaches. Senga Architects is currently designing.

TECHNICAL TRAINING AND EDUCATION

EDUCATION: B. Arch and Environmental Design from Miami University Licensed Architect with the State of Illinois with extensive experience as a project manager and senior designer with specialties in sustainable design, healthcare, and public projects. 24+ years of experience in project types: Residential, commercial, governmental, industrial, educational, cultural, spiritual, hospitality, healthcare, and affordable housing.

ASSIGNMENT EXPERIENCE: SD's, DD's, CD's, CA's, Site analysis, Code research, Document checking, and Coordination.

DESIGN EXPERIENCE: Architectural, Structural, Mechanical, Electrical, and Plumbing. Evaluation and Planning Experience: Programming, Existing facilities surveys, Site analysis, Environmental studies, and Zoning process assistance.

ADDITIONAL EXPERIENCE: Graphic design, Permit expediting, and Code violation corrections. Start date: August 2021. Supervised over 13 projects and Completed 4. Prior to Senga Architects, 26+ years of experience with other firms.

GENERAL EXPERIENCE & EXPERIENCE WITH REQUESTED SERVICES

EDUCATIONAL SCIENCE LABS, CPS CHICAGO, IL

Interior Renovations and Expansion of High School Science Labs of CPS High Schools. Architectural, Mechanical, Electrical, Plumbing, and Structural design work and specifications; Design development, construction document, and schematic design; Construction administration; Document checking and coordination; Site analysis; Code research. Specific Role: Senior Architect

PRE-K EXPANSIONS, CPS, CHICAGO, IL

Improvement and expansion for public school classrooms. Architectural, Mechanical, Electrical, Plumbing, and Structural design work and specifications; Design development, construction document, and schematic design; Construction administration; Document checking and coordination; Site analysis; Code research. Specific Role: Senior Architect

CPS TUS CLASSROOM AND BATHROOM PROJECTS

Complete renovation of multiple pre-fabricated classroom modular buildings at four CPS schools, including complete mechanical, electrical, plumbing and accessibility upgrades. Specific Role: Senior Architect

JOINT PUBLIC SAFETY TRAINING CAMPUS, CHICAGO IL

The Chicago Joint Public Safety Training Campus will be a new state-of-the-art facility to train the city's first responders. The 1.3 acre campus will increase the training capabilities of both new and current police officers, firefighters and paramedics, allowing for comprehensive cross-training among departments. In addition to training facilities, there will be two restaurants on the site, Culvers and Peaches. Senga Architects is currently designing. Specific Role: Project Manager

ACCESSIBILITY IMPROVEMENTS, 32 POLLING PLACES, CPS CHICAGO, IL

Our improvements range from the installation of small safety features to the design and installation of new accessible ramps and vertical platform lifts. This work includes the analysis of the unique conditions of each school to arrive at a solution that can be implemented within a limited timeframe and budget without interrupting instruction, while preserving the architectural qualities of the spaces requiring improvement. Specific Role: Senior Architect

OPEN CONTRACT, GOVERNOR'S STATE UNIVERSITY, UNIVERSITY PARK, IL

Senga Architect's Team was chosen to provide services for the next three years for this public university set on 750 acres in University Park, Illinois.

CDB PROJECT 630-000-272 REPAIR ROOFING AND REPLACE LIGHTNING - STATEWIDE PROGRAM - DOT, IL

Replacing the existing shingle roof on salt dome buildings as needed. Upgrading the lights to LED. Determine if any aspects of this projects are eligible for Illinois Energy Grant or Rebate Program. Responsible for preparing and submitting the grant application if the project qualifies for the rebate. Specific Role: Project Manager

TREVOR O'KEEFE

ARCHITECT III

TECHNICAL TRAINING AND EDUCATION

EDUCATION: B. Arch from Illinois Institute of Technology. Extensive experience as a project manager and senior designer with specialties in sustainable design and public projects.

ASSIGNMENT EXPERIENCE: SD's, DD's, CD's, CA's, Site analysis, Code research, Document checking, and Coordination. 8+ years of experience in project types: Residential, commercial, industrial, educational, cultural, spiritual, and hospitality.

DESIGN EXPERIENCE: Architectural, Structural, Mechanical, Electrical, and Plumbing.

Evaluation and Planning Experience: Programming, Existing facilities surveys, Site analysis, Environmental studies, and Zoning process assistance. Graphic design, Permit expediting, and Code violation corrections. AutoCAD, Project Management, Rhinoceros, Revit.

Start date: February 2020. Completed over 22 of 38 assigned projects. Prior to Senga Architects, 8 years of experience with other firms.

GENERAL EXPERIENCE & EXPERIENCE WITH REQUESTED SERVICES

IRAZU

Senga Architects designed the interior and exterior renovation for a restaurant in the Bucktown Neighborhood of Chicago.

PRE-K EXPANSIONS, CPS, CHICAGO, IL

Improvement and expansion for public school classrooms. Architectural, Mechanical, Electrical, Plumbing, and Structural design work and specifications; Design development, construction document, and schematic design; Construction administration; Document checking and coordination; Site analysis; Code research.

Specific Role: Quality Control

EDUCATIONAL SCIENCE LABS, CPS CHICAGO, IL

Interior Renovations and Expansion of High School Science Labs of CPS High Schools. Architectural, Mechanical, Electrical, Plumbing, and Structural design work and specifications; Design development, construction document, and schematic design; Construction administration; Document checking and coordination; Site analysis; Code research.

Specific Role: Quality Control

CPS TUS CLASSROOM AND BATHROOM PROJECTS

Complete renovation of multiple pre-fabricated classroom modular buildings at four CPS schools, including complete mechanical, electrical, plumbing and accessibility upgrades. Specific Role: Quality Control

JOINT PUBLIC SAFETY TRAINING CAMPUS, CHICAGO IL

The Chicago Joint Public Safety Training Campus will be a new state-of-the-art facility to train the city's first responders. The 1.3 acre campus will increase the training capabilities of both new and current police officers, firefighters and paramedics, allowing for comprehensive cross-training among departments. In addition to training facilities, there will be two restaurants on the site, Culvers and Peaches. Senga Architects is currently designing. Specific Role: Quality Control

ACCESSIBILITY IMPROVEMENTS, 32 POLLING PLACES, CPS CHICAGO, IL

Our improvements range from the installation of small safety features to the design and installation of new accessible ramps and vertical platform lifts. This work includes the analysis of the unique conditions of each school to arrive at a solution that can be implemented within a limited timeframe and budget without interrupting instruction, while preserving the architectural qualities of the spaces requiring improvement. Specific Role: Quality Control

CDB PROJECT 630-000-272 REPAIR ROOFING AND REPLACE LIGHTNING - STATEWIDE PROGRAM - DOT, IL

Replacing the existing shingle roof on salt dome buildings as needed. Upgrading the lights to LED. Determine if any aspects of this projects are eligible for Illinois Energy Grant or Rebate Program. Responsible for preparing and submitting the grant application if the project qualifies for the rebate. Specific Role: Quality Control

SAMUEL BERK

ARCHITECT III

TECHNICAL TRAINING AND EDUCATION

EDUCATION: B. S. Arch, M. Arch from the University of Illinois Urbana-Champaign - 2016

ASSIGNMENT EXPERIENCE: SD's, DD's, CD's, CA's, Site analysis, Code research, Document checking, and Coordination. 4+ years of experience in project types: Residential, commercial, industrial, educational, cultural, spiritual, and hospitality.

DESIGN EXPERIENCE: Architectural, Structural, Mechanical, Electrical, and Plumbing. Evaluation and Planning Experience: Programming, Existing facilities surveys, Site analysis, Environmental studies, and Zoning process assistance.

Graphic design, Permit expediting, and Code violation corrections. AutoCAD, Grasshopper, Rhinoceros 3D, Revit, SketchUp, Thea Render, Adobe Illustrator/InDesign/Photoshop, Microsoft

Start date: October 2021.

25 Projects in Progress. Prior to Senga Architects, 4 years of experience with other firms.

GENERAL EXPERIENCE & EXPERIENCE WITH REQUESTED SERVICES

CDB PROJECT 810-052-024-01 - IMPROVEMENTS TO PEDESTRIAN WALKWAY

The Kaskaskia Community College - Centralia, Clinton County, is an 18-building facility established in 1968. The Library (JC20E), is a 38,126 square foot, 2-story building established in 1971. The Administration (JC20F), is a 18,404 square foot, 2-story building established in 1974. The scope of work provides for adding a roof structure over the pedestrian walkway connecting the Library Building second floor and the Administrative Building second floor, including lighting and outdoor heaters.

CDB PROJECT 630-000-272 REPAIR ROOFING AND REPLACE LIGHTNING - STATEWIDE PROGRAM - DOT, IL

Replacing the existing shingle roof on salt dome buildings as needed. Upgrading the lights to LED. Determine if any aspects of this projects are eligible for Illinois Energy Grant or Rebate Program. Responsible for preparing and submitting the grant application if the project qualifies for the rebate. Specific Role: Designer

EDUCATIONAL SCIENCE LABS, CPS CHICAGO, IL

Interior Renovations and Expansion of High School Science Labs of CPS High Schools. Architectural, Mechanical, Electrical, Plumbing, and Structural design work and specifications; Design development, construction document, and schematic design; Construction administration; Document checking and coordination; Site analysis; Code research. Specific Role: Designer

PRE-K EXPANSIONS, CPS, CHICAGO, IL

Improvement and expansion for public school classrooms. Architectural, Mechanical, Electrical, Plumbing, and Structural design work and specifications; Design development, construction document, and schematic design; Construction administration; Document checking and coordination; Site analysis; Code research. Specific Role: Charts, Graphs, Media

ACCESSIBILITY IMPROVEMENTS, 32 POLLING PLACES, CPS CHICAGO, IL

Our improvements range from the installation of small safety features to the design and installation of new accessible ramps and vertical platform lifts. This work includes the analysis of the unique conditions of each school to arrive at a solution that can be implemented within a limited timeframe and budget without interrupting instruction, while preserving the architectural qualities of the spaces requiring improvement. Specific Role: SD's, DD's, CD's, CA's, Site Analysis and Code Research

JOINT PUBLIC SAFETY TRAINING CAMPUS, CHICAGO IL

The Chicago Joint Public Safety Training Campus will be a new state-of-the-art facility to train the city's first responders. The 1.3 acre campus will increase the training capabilities of both new and current police officers, firefighters and paramedics, allowing for comprehensive cross-training among departments. In addition to training facilities, there will be two restaurants on the site, Culvers and Peaches. Senga Architects is currently designing. Specific Role: Designer

RUCHI PATEL

ARCHITECTURAL DESIGNER II

TECHNICAL TRAINING AND EDUCATION

EDUCATION: B Arch, M. Arch Iowa State University with special training urban studies and graphic studies - 2021

ASSIGNMENT EXPERIENCE: SD's, DD's, CD's, CA's, Site analysis, Code research, Document checking, and Coordination. 3+ years of experience in project types: Residential, commercial, industrial, educational, cultural, spiritual, and hospitality.

DESIGN EXPERIENCE: Architectural,, Structural, Mechanical, Electrical, and Plumbing.

Evaluation and Planning Experience: Programming, Existing facilities surveys, Site analysis, Environmental studies, and Zoning process assistance. Graphic design, Permit expediting, and Code violation corrections. AutoCAD, V-Ray, Rhinoceros 3D, Revit, Adobe Photoshop/Illustrator/InDesign

Start date: May 2021

23 Projects in Progress. Prior to Senga Architects, 3 years of experience with other firms.

GENERAL EXPERIENCE & EXPERIENCE WITH REQUESTED SERVICES

COOK COUNTY JUVENILE WEST COURTHOUSE

Senga Architects is providing an ADA Assessment and Transfer Package for the Cook County Department of Capital Planning and Policy. The facility of focus is the Juvenile West Courthouse and First Floor of the Juvenile Temporary Detention Center.

EDUCATIONAL SCIENCE LABS, CPS CHICAGO, IL

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Specific Role: Document checking and code coordination

PRE-K EXPANSIONS, CPS, CHICAGO, IL

Improvement and expansion for public school classrooms. Architectural, Mechanical, Electrical, Plumbing, and Structural design work and specifications; Design development, construction document, and schematic design; Construction administration; Document checking and coordination; Site analysis; Code research.

Specific Role: Document checking and code coordination

CHICAGO PUBLIC SCHOOLS TUS PROJECTS

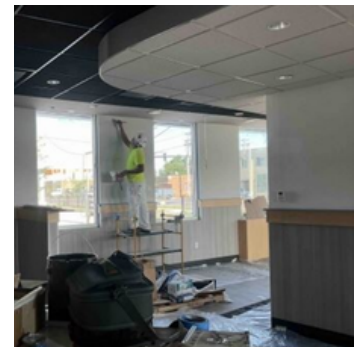
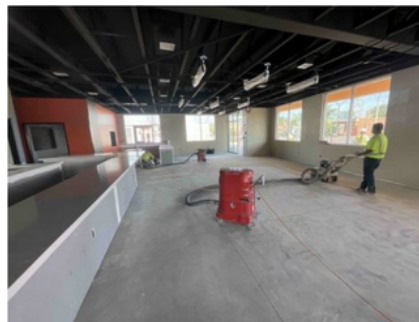
For various Chicago Public Schools, the Mechanical, Electrical and Plumbing were replaced. Ceilings, lighting, doors and hardware were replaced, new Fire Alarm Systems were put in place, and bathrooms were updated. Classroom and hallway updates were designed.

Similar Projects

CHICAGO JOINT PUBLIC SAFETY TRAINING CAMPUS

4433 W CHICAGO AVE, CHICAGO, IL 60651

The Chicago Joint Public Safety Training Campus will be a new state-of-the-art facility to serve the city's continued efforts to provide the best tools, technology and learning environment for first responders. The 1.3 acre campus will increase the training capabilities of both new and current police officers, firefighters and paramedics, allowing for comprehensive cross-training among departments. In addition to training facilities, there will be two restaurants on the site, Culvers and Peaches. Senga Architects, along with FGMA, designed these two restaurants.



TOTAL DOLLAR VALUE OF PROJECT:

\$10,000,000

REFERENCE:

Lynne Sorkin, AIA, LEED AP
Direct 630-576-1089
LynneSorkin@fgmarchitects.com

COMPLETION DATE:

Design Completed 2022

CURRENT PHASE OF DEVELOPMENT:

Ongoing (Currently Under Construcion)



KEY PERSONNEL AND THEIR ROLES:

Firmin Senga Principal Architect
Paul Jensen Senior Architectural Designer,
Construction Documents, Construction
Administration
Ruchi Patel Construction Documents,
Construction Administration
Ryoka Matsuno Construction Documents,
Construction Administration

Similar Projects

COOK COUNTY COURTHOUSE ADA COMPREHENSIVE ASSESSMENT AT JUVENILE WEST COURTHOUSE

ADA

Americans with Disabilities Act

Services being provided by Senga Architects include creating the existing building drawings and building assessment reports.



Senga Architects is providing an ADA Assessment and Transfer Package for the Cook County Department of Capital Planning and Policy. The facility of focus is the Juvenile West Courthouse and First Floor of the Juvenile Temporary Detention Center.

The scope includes the 450,000 sq. ft. facility along with the associated parking garage, exterior walk, and parking.

START / COMPLETION DATE:

2023 / 2025

CURRENT PHASE OF DEVELOPMENT:

Ongoing

REFERENCE:

ADRIAAN JELKS-BROWN
ADRIAAN.JELKS-BROWN@COOKCOUNTYIL.GOV
312-603-4472

TOTAL DOLLAR VALUE OF PROJECT:

\$8 Million +

KEY PERSONNEL AND THEIR ROLES:

Firmin Senga Principal Architect
Samuel Berk Architect
Marco Vides Senior Architectural Designer
Ruchi Patel Architectural Designer II
Elexa Cary Architectural Designer II

Similar Projects

CPS FACILITY NEEDS – MECHANICAL AND EXTERIOR ENVELOPE

Florence Nightingale Elementary School

Mechanical Renovations: Includes architectural, mechanical, electrical, plumbing, and structural design work; design development; construction documents; cost estimating; scheduling; and code research. The project focuses on enhancing mechanical systems at Florence Nightingale Elementary School to meet CPS standards, with a budget of \$13,435,275.

Exterior Envelope Improvements: Involves architectural, structural, and design development; construction documents; cost estimating; scheduling; and code research. This component addresses roof replacement, structural upgrades, and masonry repairs, with a budget of \$4,966,500.

Planning Phase Coordination: Currently in the design phase, our efforts are on detailed planning and development. We are preparing design documents, managing cost estimates, scheduling, and code compliance to ensure alignment with CPS standards and budget.

Project Scope:

- Mechanical System Renovations: \$13,435,275
- Roof Replacement, Structural, and Masonry Repairs: \$4,966,500



COMPLETION DATE:

Ongoing, 2025

CURRENT PHASE OF DEVELOPMENT:

Planning

TOTAL DOLLAR VALUE OF PROJECT:

\$18.4 MIL +

REFERENCE:

SIMONÉ J. RAY, RA
CPS MEDILL CAMPUS
708.269.0208
SJRAY2@CPS.EDU

KEY PERSONNEL AND THEIR ROLES:

Firmin Senga Principal Architect
Paul Jensen Quality Control, Construction Administration, Design Documents

Approach to the Project & Information Gathering

Senga Architects Inc. will take a structured, collaborative, and data-driven approach to ensure a successful design and implementation for the Whitewater Police Department's Evidence Storage/Training Garage.

PROJECT KICKOFF AND STAKEHOLDER ENGAGEMENT

- Conduct a kickoff meeting with city officials and police staff to establish project goals and constraints.
- Identify key stakeholders and coordinate a clear communication plan.

SITE ANALYSIS & CODE COMPLIANCE

- Perform site surveys (topographic, utility, and geotechnical) to assess feasibility.
- Review State of Wisconsin and City of Whitewater codes to ensure full compliance.

SPACE PLANNING & FUNCTIONAL DESIGN

- Work with police personnel to define evidence storage and training requirements.
- Develop preliminary site layouts based on security needs, efficiency, and future growth.
- Solicit stakeholder feedback through structured discussions and working sessions.

PUBLIC & COMMUNITY CONSIDERATIONS

- While the project primarily serves law enforcement, we will engage city officials to determine public input opportunities, if applicable.
- Provide visualizations (3D renderings, virtual walkthroughs) for stakeholder review and approval.

DESIGN DEVELOPMENT & COST ESTIMATION

- Develop detailed BIM/Revit models for accurate construction documents.
- Provide cost estimates at preliminary, 60%, and final design phases to maintain budget control.

BIDDING & CONTRACTOR SELECTION

- Prepare bid packages and assist in contractor selection to ensure competitive pricing and quality execution.
- Support the bid evaluation and award process with the City of Whitewater.

Timeline and Budget

Project Timeline

Phase	Milestone	Est. Completion
Project Kickoff & Planning	Kickoff meeting, initial data collection, site survey	Mar 2025
Preliminary Design	Concept development, site analysis, stakeholder feedback	Apr 1, 2025
60% Design Development	Refinement of drawings, technical specifications, cost estimation	Jun 2, 2025
Final Design & Permitting	Bidding documents prepared, final OPCC, permit submission	Aug 1, 2025

Estimated Budget Breakdown

Category	Estimated Cost
Design	
Architectural Fees	\$50,000
Construction Cost Estimation & Bid Preparation	\$20,000
Structural Engineering	\$20,000
HVAC, Electrical, & Plumbing Systems	\$30,000
Total Estimated Budget	\$120,000



REQUEST FOR PROPOSALS FOR: WHITEWATER POLICE DEPARTMENT: EVIDENCE STORAGE/TRAINING GARAGE



MISSION STATEMENT

To apply passionately our artistic talents with high integrity, loyalty and servitude; ensuring that our clients **THRIVE**.

"In today's competitive business climate many firms are concerned more with their bottom line than the quality of their work. I believe what is most important is that a firm doesn't lose sight of the only thing that matters; integrity and winning the trust of the clients they serve. With the right foundation good structure will follow."

- Jeremy D. Bartlett, Firm Principal

City of Whitewater Police Department
Attn: Dan Meyer, Police Chief
312 W. Whitewater St.
Whitewater, WI 53190
dmeyer@whitewater-wi.gov

Re: Request for Proposals for Whitewater Police Department: Evidence Storage/Training Garage

Dear Dan Meyer,

Thank you for considering Thrive Architects (Thrive) for the new Whitewater Police Department Evidence Storage/Training Garage to be located within the confines of the Whitewater Waste Treatment Facility. We have reviewed the request for the proposal and believe our team is uniquely qualified to deliver Architectural and Engineering Design services for the proposed project.

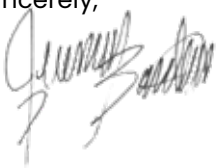
Thrive and our engineering partners have extensive experience with Public and Private Storage Facility projects. Our Public Storage design experience includes projects for the City of Waukesha and the City of Pewaukee. We also have extensive experience in the Private Storage Sector having designed numerous large scale pre-engineered commercial, self-storage buildings in recent years.

Our multidisciplinary team of Thrive Architects and JSD Professional Services is committed to delivering a project that is functional and maintains the budget constraints while providing your full building program goals. Our team is flexible and will work with your team to achieve the design delivery methods you have outlined within the RFP.

For your project, we have brought together our Mechanical, Electrical/Communications, Structural, and Civil Engineers. Jeff Stowe, Architect, will be leading this project team from our Madison Office. Jeff will be the main point of contact and will shepherd the project from kickoff to completion. We can commence on the project immediately upon being awarded and are committed to meeting the August 1st, 2025 design completion deadline.

Our team takes great pride in our extensive design knowledge. Our portfolio includes a diverse array of storage and local municipal projects, which we believe will bring significant value to this project. We thank you for the opportunity and look forward to lending our expertise to the new Whitewater Police Department Evidence Storage/Training Garage.

Sincerely,



Jeremy D Bartlett, Firm Principal
jdb@thrive-architects.com
833.380.6180, ext 701

ARCHITECTURAL FIRM: THRIVE ARCHITECTS, LLC

HOME ADDRESS: 259 South St., Waukesha, WI 53186 (Suite A)

PHONE: 833.380.6180

WEBSITE: thrive-architects.com

OWNER/CONTACT: Jeremy D Bartlett, jdb@thrive-architects.com, Sole Proprietor

ARCHITECTURAL LICENSE: 10236-5

ORGANIZATION TYPE: Limited Liability Corporation, S. Corporation

FIRM HISTORY: Established in 2008

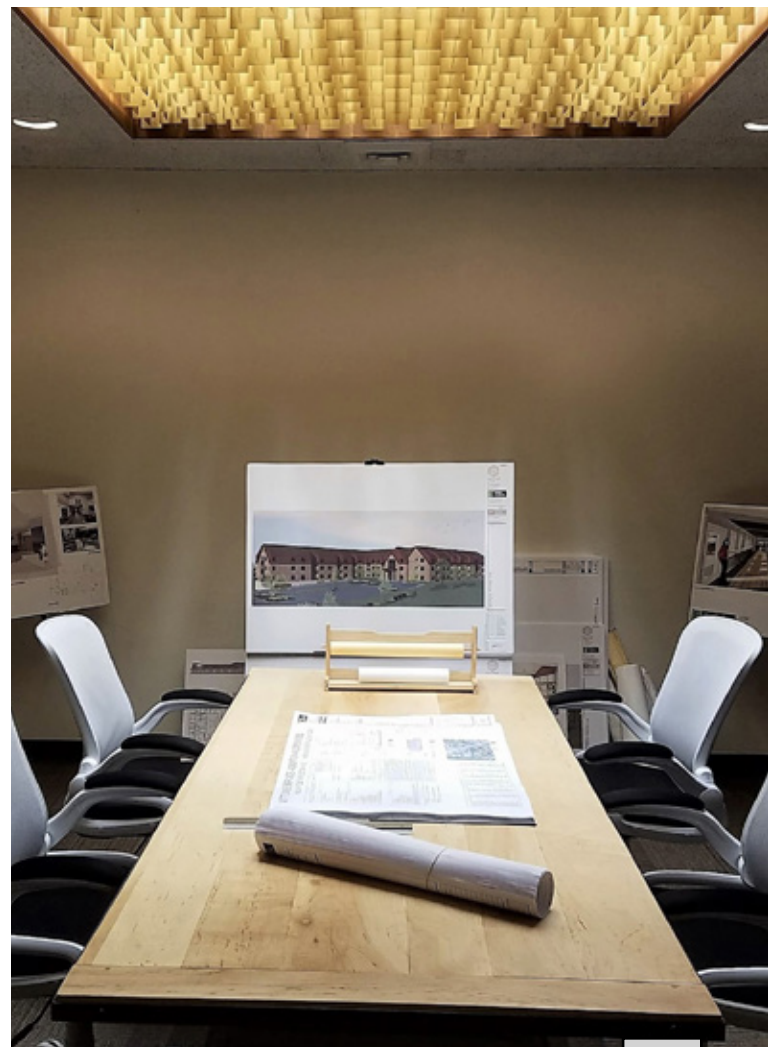
NUMBER OF EMPLOYEES: 11 total employees

OFFICE LOCATIONS: 259 South St. Ste A, Waukesha, WI 53186 (Home Office)

7818 Big Sky Drive Ste 209, Madison, WI 53719

2339 W Wisconsin Ave Ste C, Appleton, WI 54914

STATE CERTIFICATIONS: Licensed to practice Architecture in Wisconsin



OUR STORY

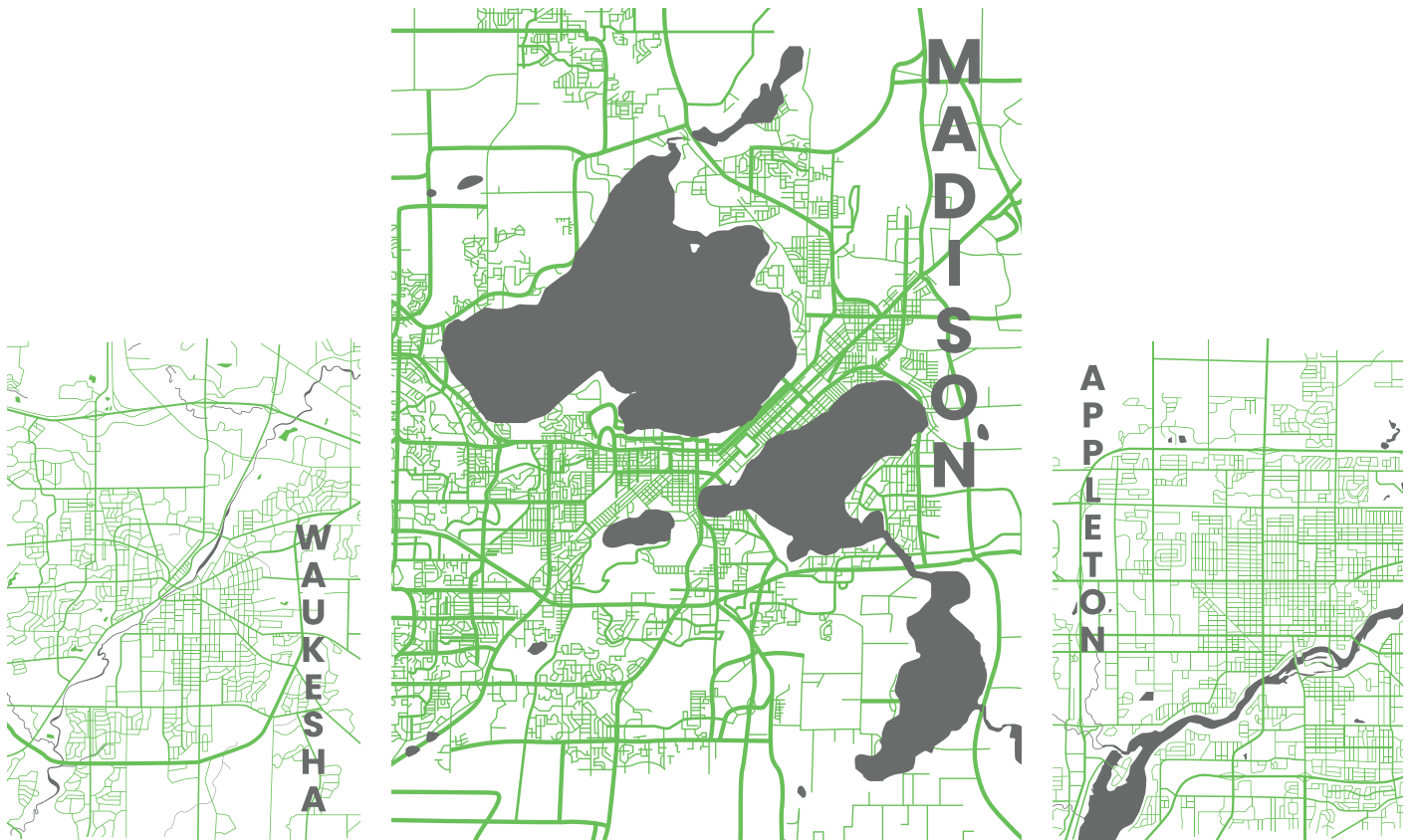
Thrive Architects began in 2008 as a part-time business providing small remodel projects mainly to residential clients. It wasn't until 2015, after 18 years in the Architectural profession, that Jeremy Bartlett decided to officially open Thrive Architects to commercial clients on a full-time basis.

Immediately outgrowing the home office, in 2016 the firm opened an office location in Waukesha, Wisconsin which now serves as our Headquarters.

In 2020 the firm expanded to Appleton and opened another office location.

In 2023, we have embarked on a Madison, Wisconsin presence and hired staff to operate a new Madison location.

With eleven employees located in three offices across Wisconsin we are well prepared to serve our clients throughout the State as we become the industry leader in Architecture and Design.



STATEMENT OF QUALIFICATIONS

Thrive Architects, with offices in Waukesha, Appleton and Madison, Wisconsin is a dynamic architectural firm committed to transforming visions into reality. With a profound dedication to excellence and innovation, we specialize in providing comprehensive architectural solutions tailored to meet the unique needs of each client. Our team brings a wealth of experience to every project, we have a proven track record of delivering exceptional results that exceed expectations. Since our inception in 2015, we have focused on combining design creativity with technical expertise to produce a diverse range of meticulously crafted projects.

FIRM PHILOSOPHY

To apply passionately our artistic talents with high integrity, loyalty and servitude; ensuring that our clients Thrive. We strive to be great communicators. We spend a significant amount of time in the design process meeting one on one with our clients. We encourage casual meetings with our clients whereby we approach the design by explaining a layout in-depth and sketch alongside the client to develop the plans. Our process is unique and often times our clients appreciate the design strategy we implement because it not only produces great results in the planning stages it also allows the client to capitalize on the brainstorming process during plan development. Our design process allows the client to see consistent progress at every stage as they are part of the step by step process.

COST ESTIMATING

Thrive Architects typically designs projects within budget the first time. Recently with inflation that has become more challenging. Nobody wins when the project needs to be redesigned and therefore we work hard to avoid designing above the owners budget from the beginning. If this does happen we work to value engineer with the client and make the necessary plan adjustments without compromising the design goals.

QUALITY CONTROL

Our firm maintains a full internal checklist of building components and does a complete review of each project prior to submittal for permit.

CODE COMPLIANCE

Our firm develops all commercial projects similar to the proposed per the Wisconsin adopted version of the 2015 International Building Code. Compliance is maintained through standard plan review and submittal procedures. For complex projects we often will establish a pre-plan review meeting to review the project with the state. We usually have at least a few projects under review with the state at all times which allows us to stay very current on plan review procedures and regulatory government agencies which are always evolving.

ENERGY SAVINGS IN OUR DESIGNS

While we value sustainable design we find our clients place importance on the balance between sustainability and costs. We tend to focus on the practical items that create long-term sustainable savings and environmental impact such as LED lighting and high-efficiency mechanical equipment. In some cases portions of a project may make sense to use geo-thermal and or solar power sources. Most of our clients ask that we design LEED-like but not maintain the necessary paperwork to achieve this. We have found that nearly all products we specify are LEED certified and therefore accomplishing sustainable goals has become much easier in recent years.

MEETING PROJECT SCHEDULE

We are straightforward with our approach to meeting schedules and understand the importance of delivering a project on time. We strive for great communication between team members and clients regarding project time line and goals.



WAUKESHA OFFICE

**JEREMY
BARTLETT**
Architect/Firm
Principal



**DAVID
RASCHKA**
Architect/Associate
Principal

MADISON OFFICE

JEFF STOWE
Architect/Associate
Principal

APPLETON OFFICE

**ANGIE
STRECKENBACH**
Architect/Associate
Principal



ASHLEY POLLEX
Project Manager



NATHAN HIRT
Architectural
Associate



**JULIE
JAKUBEK**
Architectural
Associate



**KEATON
VERSTEGEN**
Architectural
Associate



**EDGAR
ENRIQUEZ**
Architectural
Associate



DEB BARTLETT
Accounts Manager



**JONATHAN
TEWS**
Architectural
Associate

OUR FIRM STRIVES TO CULTIVATE...

- Good Communication With Our Clients
- Candor And Honesty Throughout The Design Process
- A Sense Of Humor
- Strong Work Ethic So That Our Clients Succeed
- Hands On Creativity Through Experiential Design
- A Positive Connection In Our Community
- Partnerships With Small Businesses

Jeremy D. Bartlett, Architect/Firm Principal



jdb@thrive-architects.com

ARCHITECTURE LICENSE
#10236-5

AFFILIATIONS

- Waukesha County Business Alliance
- Muskego Planning Commissioner
- Leading Age Wisconsin
- WALA Wisconsin Assisted Living Association Member
- SAGE – Society for the Advancement of Gerontological Environments Member

EDUCATION

Milwaukee School of Engineering –
Bachelor of Science in Architectural
Engineering, 1997

EXPERIENCE

- Licensed Architect with 25+ years of experience
- Previously worked as V.P. of Pre-Construction on Services at a Construction Firm
- Bachelors Degree in Architectural Engineering with Emphasis in Structural Engineering
- Spent 2 Years Working for Civil Engineer – Street and Site Design
- Over 25+ years of Design and Construction on Experience of Senior Care Environments
- Served on Board of Zoning Appeals and Planning Commission for City of Muskego from 2010 to Present
- 20+ Years Experience Marketing and Providing Business Development

RELEVANT WORK EXPERIENCE

PUBLIC STORAGE EXPERIENCE

- Summer Fun Marine, Genesee, WI
- Storage Master, Brookfield, WI
- Stor-It-Right, Oconomowoc, WI
- Pewaukee Self Storage, Pewaukee, WI
- Storage Master, Cudahy, WI
- Grafton Self Storage Alteration, Grafton, WI
- Great Lakes Power Vac, Pewaukee, WI
- StreetWorks Exotics, Pewaukee, WI

LOCAL MUNICIPAL EXPERIENCE

- City of Waukesha Park and Rec Storage Building, Waukesha, WI
- City of Pewaukee Salt Storage, Recycling Center and Fuel Island, Pewaukee, WI
- City of Pewaukee Fire Department Station 2 Storage Building, Pewaukee, WI
- Waukesha Parade Memorial Grede Park and Main Street, Waukesha, WI
- City of Pewaukee City Hall Study and Remodel, Pewaukee, WI
- City of Waukesha Fire Department Station 4 Addition, Waukesha, WI
- City of Waukesha Fire Department Burn Building Training Center, Waukesha, WI
- City of Waukesha Library Remodel, Waukesha, WI
- City of Waukesha Transit Center Remodel, Waukesha, WI
- City of Watertown Riverside Park Restroom Building, Watertown, WI
- City of Waukesha Cold War Museum Study, Waukesha, WI
- Waukesha County Jail Shower Room Remodel, Waukesha, WI
- HAC of Waukesha County Overflow Shelter Renovation, Waukesha, WI
- Milwaukee County Jail Inmate Processing Center Remodel, Milwaukee, WI
- Village of Mukwonago Fire Station #1 Sleeping Quarters Study, Mukwonago, WI
- Village of Mukwonago Utilities Department Expansion Study, Mukwonago, WI
- Town of Norway Sanitary District Lift Station 5, Norway, WI
- Mukwonago High School Baseball Field Concession Stand, Mukwonago, WI
- East Troy School District Bus Maintenance Facility, East Troy, WI
- East Troy Middle School Gymnasium Remodel, East Troy, WI
- Franklin High School Baseball Dugouts, Franklin, WI
- Waukesha West High School Auditorium Remodel, Waukesha, WI
- Milwaukee Public Schools Admin. Building Emergency Generator, Milwaukee, WI



Jeff M. Stowe, Architect/Associate Principal



jms@thrive-architects.com

AFFILIATIONS

- AIA

EDUCATION

UW Milwaukee – Bachelor of Science,
Architectural Studies

EXPERIENCE

- Licensed Architect with 20 years of experience
- Design and Construction Experience on a variety of project types; with focus in Retail, Hospitality and Business.
- Strategic planning and business development; sole proprietor of an architectural firm for twelve years.

RELEVANT WORK EXPERIENCE

- Spellman Trailer, Franklin, WI
- Wauwatosa Self Storage, Milwaukee, WI
- Storage Mart, Franklin, WI
- Milwaukee County Jail Inmate Processing Center Remodel, Milwaukee, WI
- Town of Norway Sanitary District Lift Station 5, Norway, WI
- Franklin High School Baseball Dugouts, Franklin, WI
- Wisconsin P&P Amusement, Menomonee Falls, WI
- Viking Electric, Wauwatosa, WI
- Phoenix Investors, Multiple Warehouse/Manufacturing Facilities, WI
- Storage Mart, Franklin, WI
- Wauwatosa Self-Storage, Milwaukee, WI

"As a kid of the 70's, Mr. Brady was an influence, but seriously I've always loved unique houses and buildings and enjoyed drawing."



Jonathan W. Tews, Architectural Associate



jwt@thrive-architects.com

AFFILIATIONS

- AIA Associate Member

EDUCATION

UW Milwaukee - Masters Degree,
Architectural Studies

EXPERIENCE

- Bachelors and Masters degree in architectural studies
- Drafting experience in Revit, Chief Architect, Autocad, Rhino
- 6+ years of experience working with Adobe Suite and Microsoft office products

RELEVANT WORK EXPERIENCE

- Salvation Army Store, Waukesha, WI
- Fred Astaire Dance Studio, Muskego, WI
- Wauwatosa Self Storage, Milwaukee, WI
- Southern Lakes Church Family Center Addition, Elkhorn, WI
- Steaks and Hoagies, Waunakee, WI
- Shattered Glass Brewery, Beaver Dam, WI

"I have always had an interest in how things are built and put together. I was naturally drawn to the profession for its creative and functional aspects."





Mission: To enhance our communities through creative, passionate & inspired services

Since 1998, JSD Professional Services, Inc. (JSD), has grown from one office with two employees to eight offices across four states. Strategically placed to serve local, regional and national clients, JSD's staff includes civil and structural engineers, surveyors, planners, landscape architects, and development services specialists who are all focused on delivering exceptional services from project concept through ribbon cutting.

Our multi-disciplined approach provides our clients with a coordinated team of specialists who have a broad knowledge base in creative design, site evaluation, project financing, municipal entitlements, land survey documentation, site infrastructure, municipal infrastructure and construction.

SERVICES

- Civil Engineering
- Land Surveying & Mapping
- Landscape Architecture
- Planning
- Development Services
- Environmental Services
- Construction Services
- Transportation Engineering
- Structural Engineering
- Water Resources

REGIONAL OFFICES

Madison, WI

507 W. Verona Ave, Suite 500, Verona, WI 53593 | (608) 848-5060

Wausau, WI

7402 Stone Ridge Dr, Suite 4, Weston, WI 54476 | (715) 298-6330

Milwaukee, WI

W238 N1610 Busse Rd, Suite 100, Waukesha, WI 53188 | (262) 513-0666

Appleton, WI

3215 W. Lawrence St, Suite 6, Appleton, WI 54914 | (920) 733-2800

Chicago, IL

1400 E. Touhy Ave, Suite 215, Des Plaines, IL 60018 | (312) 644-3379

Coeur d'Alene, ID

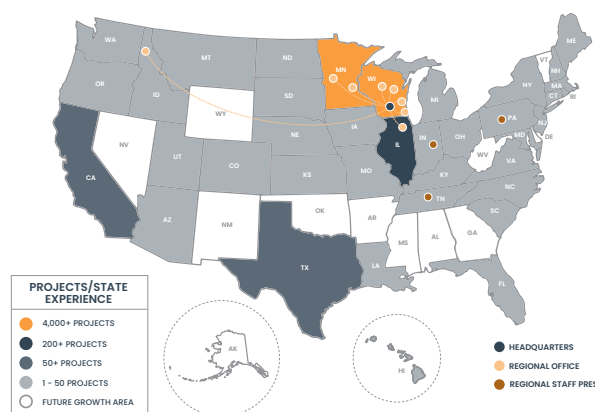
418 E. Lakeside Ave, Suite 221, Coeur d'Alene, ID 83814 | (847) 682-9420

Alexandria, MN

1206 3rd Ave. East, Alexandria, MN 56308 | (320) 763-6855

Minneapolis, MN

Coming Soon



JSD Project Team

Whitewater Police Storage

**Matt Haase, PE - Senior Engineer/Project Manager**

Mr. Haase has nearly 12 years of professional engineering design and construction experience on a multitude of land development projects across sectors of public services, commercial, retail, residential, institutional and industrial types of developments. As a project consultant, he leads teams of surveyors, civil engineers, landscape architects and other related design disciplines from initial conception through construction documents.

Relevant Experience:

City of Fitchburg Police Station (new facility), Fitchburg, WI
Dane County Sheriff's Precinct, Stoughton, WI
City of Madison Bus Storage Garage, Madison, WI
Certco Maintenance Facility, City of Fitchburg, WI
City of Baraboo Fire Station 1 & 2 (new facilities), Baraboo, WI
City of Platteville Fire Station (new facility), Platteville, WI

**Kevin Yeska, PLA, ASLA - Landscape Architect/Project Consultant**

With over 12 years of experience, Mr. Yeska serves as a project consultant and landscape architect with expertise in commercial, institutional and residential design. Mr. Yeska not only understands the municipal entitlement process, but has extensive experience in critically laying out sites to meet municipal requirements relating to site access, parking accommodations, and designing open green spaces. All of which aid in establishing a "sense of place" for the design.

Relevant Experience:

City of Fitchburg Police Station (new facility), Fitchburg, WI
Certco Maintenance Facility, City of Fitchburg, WI
Dane County Sheriff's Precinct, Stoughton, WI
Dane County Public Safety Communications 911 Facility, McFarland, WI
City of Madison Fire Station No. 6 Remodel/Addition, Madison, WI
City of Baraboo Fire Station 1 & 2 (new facilities), Baraboo, WI

**Todd Buhr, PLS - Director of Surveying**

Mr. Buhr manages JSD survey operations for all regional locations. His duties include performing and coordinating survey project workload between offices, staffing, QA/QC, department and capital improvement budgets and company standards. He has over 30 years of land survey coordination, project management and staff management experience in the public and private sector. His background using LEAN manufacturing principles has made JSD's surveying operations efficient and cost effective.

Relevant Experience:

City of Fitchburg Police Station (new facility), Fitchburg, WI
City of Baraboo Fire Station no. 1 & 2 (new facilities), Baraboo, WI
City of Platteville Fire Station (new facility), Platteville, WI
City of Madison Fire Station No. 6 Remodel/Addition, Madison, WI
University of Wisconsin-Whitewater Chiller Plant, Whitewater, WI

JSD Project Team

Whitewater Police Storage

**John Trava, PE – Structural Engineer**

Mr. Trava has been practicing civil and structural engineering for over 12 years. He has a strong background in design, project management, proposal writing, business development, and 3D modeling in Revit on commercial, residential, and industrial structures.

Relevant Experience:

REG Lab Expansion, Deforest, WI

Didion Expansions (Multiple), Cambria and Johnson Creek, WI

Jefferson Wellhouse #3, Jefferson, WI

CHR Remodel, Windsor, WI

Holy Family Shire Stone Homes, Fall River, WI

Sauk Trails Plaza II, Madison, WI



PUBLIC STORAGE EXPERIENCE

- Wauwatosa Self Storage, Milwaukee, WI
- Storage Mart, Franklin, WI
- Summer Fun Marine, Genesee, WI
- Storage Master, Brookfield, WI
- Stor-It-Right, Oconomowoc, WI
- Pewaukee Self Storage, Pewaukee, WI
- Storage Master, Cudahy, WI
- Grafton Self Storage Alteration, Grafton, WI
- Great Lakes Power Vac, Pewaukee, WI
- StreetWorks Exotics, Pewaukee, WI



LOCAL MUNICIPAL EXPERIENCE

- City of Waukesha Park and Rec Storage Building
- City of Pewaukee Salt Storage, Recycling Center and Fuel Island
- City of Pewaukee Fire Department Station 2 Storage Building
- Waukesha Parade Memorial Grede Park and Main Street
- City of Pewaukee City Hall Study and Remodel
- City of Waukesha Fire Department Station 4 Addition
- City of Waukesha Fire Department Burn Building Training Center
- City of Waukesha Library Remodel
- City of Waukesha Transit Center Remodel
- City of Watertown Riverside Park Restroom Building
- City of Waukesha Cold War Museum Study
- Waukesha County Jail Shower Room Remodel
- HAC of Waukesha County Overflow Shelter Renovation
- Milwaukee County Jail Inmate Processing Center Remodel
- Village of Mukwonago Fire Station #1 Sleeping Quarters Study
- Village of Mukwonago Utilities Department Expansion Study
- Town of Norway Sanitary District Lift Station 5
- Mukwonago High School Baseball Field Concession Stand
- East Troy School District Bus Maintenance Facility
- East Troy Middle School Gymnasium Remodel
- Franklin High School Baseball Dugouts
- Waukesha West High School Auditorium Remodel
- Milwaukee Public Schools Admin. Building Emergency Generator



WAUKESHA PARK & REC STORAGE

Waukesha, Wisconsin



PROJECT STATS

Remodel: 5,984 ft²

Completed: 2023

Cost of Construction: \$400,000

Designed for the City of Waukesha Parks and Recreation Department this new Storage Building provides additional storage and maintenance capacity for their fleet of vehicles and equipment.

The project consisted of site development and planning for a pre-engineered wood structure.

Thrive managed the public bid along with issuance of all design documents and specifications. The project construction was awarded to Ford Construction of Waukesha, WI.





PEWAUKEE FIRE DEPARTMENT STATION 2

Pewaukee, Wisconsin

PROJECT STATS

New Construction: 4,368 ft²
Completed: 2020
Cost of Construction: \$750,000

Pewaukee Fire Department was in need of a Storage Building for their auxiliary equipment. We designed the building such that the architectural style matched the existing fire station. Project was constructed in 2019.





SUMMER FUN MARINE

Genesee, Wisconsin



PROJECT STATS

New Construction: 82,080 ft²
Completed: 2021

Summer Fun Boat needed a facility for over winter storage for their clients boats. Located in Genesee, Wisconsin our work consisted of a fenced in and secure multi-storage facility.

In total, seven pre-engineered wood storage buildings were constructed on this site.





STORAGE MASTER

Brookfield, Wisconsin

PROJECT STATS

New Construction: 94,000 ft²

Completed: 2022

Over 94,000 square feet of new construction in Brookfield, WI. Twelve separate buildings to house secure, climate controlled and non climate controlled self-storage units.

All buildings were pre-engineered metal buildings. Thrive designed the exterior facades per the Owner's brand specifications while satisfying the high design standards of Brookfield.





STOR-IT-RIGHT

Oconomowoc, Wisconsin

PROJECT STATS

New Construction: 51,000 ft²
Completed: Summer 2025

Over 51,000 square feet of new construction in Oconomowoc, WI. Four buildings to house secure, climate controlled, self-storage units.

Currently under construction the project will eventually contain eight (8) pre-engineered metal buildings.





PEWAUKEE SELF STORAGE

Pewaukee, Wisconsin

PROJECT STATS

New Construction: 58,000 ft²

Completed: 2022

Pewaukee Self Storage features pre-engineered, high-quality structural buildings designed for secure and convenient storage. Spanning 58,000 square feet of new construction in Pewaukee, WI, the facility consists of eight buildings offering a mix of drive-up and climate-controlled units to meet a variety of storage needs.





PEWAUKEE DPW

Pewaukee, Wisconsin

PROJECT STATS

New Construction: 5,760 ft²

Completed: July 2023

Cost of Construction: \$2,000,000

The City of Pewaukee was under construction on their new DPW building when they acquired additional land for a second phase of their project. Our team helped with the design and relocation for the municipal yard, including a new salt storage building, new fuel island, and relocation of their recycle yard.





CITY OF WAUKESHA FIRE DEPARTMENT STATION 4

Waukesha, Wisconsin

PROJECT STATS

Addition: 865 ft²

Completed: 2021

Cost of Construction: Undisclosed

Waukesha Fire Department required a Storage Space for their auxiliary equipment and fire gear. We designed the building addition such that the architectural style matched the existing fire station. Project was completed in September 2021.





WAUKESHA PARADE MEMORIAL

Waukesha, Wisconsin

PROJECT STATS

Construction Completed: Fall 2024
Cost of Construction: \$1,500,000

We were entrusted with being selected to design the memorial to honor the victims of the 2021 Christmas Parade tragedy. With our office so close to the parade route, we were impacted by the events, and wanted our design to illustrate the strength of our community with everybody coming together in the days and weeks after the incident. The individual concrete ribbons, each represented one of the lives lost in the tragedy, weave through the park and come together to form a central heart.



Photos and Construction of Waukesha-Strong Memorial by Seathair



Client: Dept. of Facilities Development
Project Size: 5,400 Square Feet
Project Completion: 2017

UW-Whitewater Lauretide Hall

WHITEWATER, WI

JSD provided professional civil engineering and surveying services for the College of Letters and Sciences and Student Success Center on the University of Wisconsin-Whitewater campus. Services included a conceptual grading & erosion control plan, design development, construction documents, LEED coordination, bidding assistance, landscape plan, and construction administration on this multi-phase project.

JSD also worked with several contractors on this project and supplied construction layout services for the two new parking lots, building, and site utilities. The project incorporated sustainable design concepts with a goal of achieving LEED Gold Certification.

Union Grove Multi-Purpose Maintenance Facility

TOWN OF DOVER, WI

JSD was selected by the Wisconsin Building Commission to design and provide limited construction services for the construction of a 4,800-square-foot wood frame, standing metal-seamed maintenance and storage building on the Wisconsin Department of Veterans Affairs, Union Grove Veterans home campus.

The project included construction of the building and associated site improvements including parking, drives, stormwater detention and associated utility improvements.



Client: Town of Dover
Project Size: 4,800 Square Feet
Project Completed: 2014



Client: HSR Associates
Project Size: 9,986 Square Feet
Project Completed: 2020

Dept. of Military Affairs Armed Forces Reserve Center Motor Vehicle Storage Building

MADISON, WI

The Armed Forces Reserve Center, the first in Wisconsin, is home to 16 military units with approximately 800 soldiers, sailors, airmen and marines from the reserve components of the armed forces. The property is a new development site that includes a concrete drive, concrete parking lot, and a 9,986-square-foot motor vehicle storage building.

JSD provided final construction drawings and specifications for site-civil and landscape architecture services based on the preliminary design report.



Client: FGM Architects
Project Size: 74,560 Square Feet
Project Completion: In Progress

Fitchburg Police Station

FITCHBURG, WI

The City of Fitchburg police services, in collaboration with police department work groups and their Facility Oversight Committee, brought on JSD to help design a site to meet increased program and space needs. The new facility will be nearly 75,000 square feet and include the following components: booking/processing, dispatch, evidence, training areas, and multi-purpose space that can host department and community events or be reserved for public use.

Our team is providing land surveying, civil engineering, and landscape architecture for the proposed development. Design services include preliminary design, schematic design, and construction documents. Our engineering team is also providing plans for grading and drainage, erosion control, utilities, and stormwater management.

Waukesha Police Department

WAUKESHA, WI

In 2020, the City of Waukesha hired a consultant to address current water leaks in a variety of locations at the Waukesha Police Department. After analysis and discussions with the city, it was decided to embark on a larger project to modernize all the building systems and enlarge the existing 54,000-square-foot building to 81,000 square feet along with improvements to the entire site.

JSD provided design services including schematic design, design development and final construction documents. Included in the deliverables was a dimensioned site plan, a grading and drainage plan, a utility plan for private sanitary, storm and water main service to the building and an erosion control plan.



Client: Engberg Anderson
Project Size: 81,000 Square Feet
Project Completed: 2022



Client: FGM Architects
Project Size: \$48 Million
Project Completed: 2022

Monona Public Safety Facility

MONONA, WI

JSD collaborated with the architect, who specializes in designing public safety facilities, to conduct a feasibility study for this site. The study was carried out to identify if a building that met the needs of the city would work on the current site. JSD provided civil engineering and landscape architecture services for the feasibility study.

JSD considered several different design options recommending one that would meet all goals of the project and address the following: lack of adequate sleeping quarters, undersized offices and radio room, undersized apparatus bay, lack of meeting and training space, and lack of necessary storage areas.



Client: Certco, Inc.
Project Size: 21,000 Square Feet
Project Completion: 2020

Certco Fleet Maintenance Facility

MADISON, WI

Certco's new Fleet Maintenance Facility is a 21,000-square-foot building featuring seven semi-tractor bays, three trailer bays, and one car repair area. It features state-of-the-art equipment in a climate-controlled environment. There is also a separate pre-engineered metal building which is used as a tractor shelter facility.

The maintenance facility is constructed of exterior insulated precast concrete wall panels, steel joists, and a metal deck roof system. The interior features the latest industry technology for electrical, lighting, plumbing, and HVAC. A two-ton overhead crane hoist serves five of seven repair bays to allow for completion of simple maintenance to complex rebuilds on their fleet vehicles.

Outagamie County 911 Center

APPLETON, WI

The Outagamie County Public Safety Communications Center is the initial point of contact for citizens in need of assistance. Telecommunications handle all incoming 911 calls to the Sheriff's Office for police, fire and/or emergency medical services. The project consisted of a 9,500 square foot emergency communications center facility, and associated site development.

JSD provided land surveying, engineering, landscape architecture, and construction administration. Our team assisted with schematic design, design development, construction documents and bidding.



Client: Wold Architects
Project Size: 9,500 Square Feet
Project Completed: 2024



Client: OPN Architects
Project Size: 10,100 Square Feet
Project Completed: 2021

Dane County Sheriff's Southeast Precinct

STOUGHTON, WI

The outdated Dane County Health and Human Services building, hidden by overgrown landscaping and utilities, has since been transformed into the new Sheriff's Precinct through careful design considerations. The two-story building garage addition takes on a contemporary, Norwegian theme with metal siding and wood accents throughout.

By carefully reworking existing grades around the foundation, JSD successfully "placed" this existing building into the landscaping while preserving as many native tree species as possible. Improvements for the project also included the redevelopment of the parking lot, driveways, concrete sidewalks, and patio area.



TASK 1 – PROJECT KICK-OFF

Timeline: 4 Weeks

- Meet with City staff to discuss preliminary concepts, building programming and City expectations.
- Authorize Surveying to begin.
- Assist City with obtaining soil boring quotations for geotechnical engineering services.
- Initiate conceptual design documents including site plan sketch and floor plan sketch.

TASK 2 – DESIGN DEVELOPMENT

Timeline: 5 Weeks

- Meet with City staff to review the plan concepts and qualify the building program.
- Further develop design concepts, including floor plan, site plan and exterior elevations
- Provide preliminary opinion of estimated cost
- Complete code research and consider material selections
- Submit plans to governing agencies for any local planning and zoning approvals
- ALTERNATE: Provide 3D Rendering of Building Exterior

TASK 3 – CONSTRUCTION DOCUMENTS AND SPECIFICATIONS

Timeline: 5 Weeks

- Meet with City Staff to finalize design details
- Prepare bid documents including but not limited to: floor plans, preliminary foundation plans, exterior elevations, site plans, code sheet, door and window details, building sections, civil plans, mechanical engineering, electrical engineering and specifications.
- Please note with the project utilizing pre-engineered wood framed building it is understood that the foundation design will need to be included in the pre-engineered building scope of work. Our structural engineering will be limited to assumptions. All final foundation design will be by pre-engineered wood framed building supplier under the review of our structural engineer.
- Peer review and coordination with consultants' team
- Obtain Owner Final Review before issuing for Bidding

TASK 4 – PROJECT BIDDING

Timeline: 6 Weeks

- Provide legal advertisement to the City for publication
- Submit plans for plan review to governing agencies
- Distribute construction documents to bidders
- Answer questions during bidding
- Prepare Addenda as required in response to bidder questions
- Attend bid opening
- Provide comparison of bids

ALTERNATE: TASK 5 – CONSTRUCTION ADMINISTRATION

Timeline: Determined by Selected General Contractor

- Provide Notice of Award to approved contractor
- Attend pre-construction meeting
- Provide Construction Bulletin and RFI Support
- Attend site bi-weekly to review project progress and provide site observation up to Six (6) visits
- Review pay applications
- Provide shop drawing review
- Conduct and punch-list walk-thru at construction closeout up to One (1) site visit
- Provide as-built drawings

DESIGN APPROACH:

- **One Contact:** Thrive Architects will have the same Design Team from start to finish on your project. We will maintain one point of contact from our team; Jeff Stowe, Architect. If anything shall ever arise that requires assistance, our Firm Principal Jeremy Bartlett, is also available to support and address any and all needs.
- **Overview of Design Process:** During preliminary design, Thrive will lead a kick-off meeting with introductions to the team,. During schematic design, the design team will develop floor plans and building elevations, review building code restrictions and develop a conceptual site plan. We will confirm the building program by conducting interviews with the stakeholders and refine the design accordingly. During design development, we will explore the engineering specifics and make Architectural material selections as well as finalize and sign off on plans to move forward to the Construction Document phase; furthermore we will provide an assessment of the estimated building costs. During the Construction Documentation phase, we anticipate the A/E team will be focusing on developing permit and bid drawings and specifications for the full project while continuing to provide updates with the Project Planning Team.

DESIGN FEE:

Thrive Architects is pleased to provide the Architecture and Engineering services for the Whitewater Police Department Evidence Storage/Training Garage as outlined in the Owner's RFP. A **comprehensive** summary of our Fixed Fee Proposal is listed below.

Fixed Fee for Architecture/Engineering Services..... \$58,500

Optional Additional Costs/Services:

Allowance for Reimbursable Printing and Mileage Expenses\$400

Printing for Owner/Architect meeting documents at SD and DD phases, Mileage. Does not include printing for Construction Documents, Printing for Bidders nor Government Agency Fees.

Structural Engineering Construction Documents for Foundation Design.....\$3,500

Final structural engineering cannot be completed until Pre-Engineered Building Supplier is selected and they provide their Structural Load Calculations. Therefore it is assumed the Owner will prefer to have the Pre-Engineered Building Supplier provide the Foundation Design.

Meeting documents at SD and DD phases, Mileage. Does not include printing for Construction Documents, Printing for Bidders nor Government Agency Fees.

Alternate: 3D Rendering of Building Exterior\$1,500

Alternate: Construction Administration Services.....\$11,700

The proposal does not explicitly request that Construction Administration Services shall be included. However we would recommend this. We would provide 6 site visits, 1 Punchlist Visit, Review of Shop Drawings, Full Construction Bulletin Support and Answering Contractor Questions During Construction.

Excluded Design Services:

Plumbing Design	Interior Design	Furniture and Furnishing Selections
Fire Protection Design	Fire Alarm Design	Low Voltage Design
Soil Engineering	Soil Reports	Soil Borings
Environmental Testing	Material Testing	As-Built Drawings
Fire Maps	Marketing Plans	City Zoning Approvals
Site Lighting/Photometrics	Landscape Design	

Hourly Rates:

Architectural Drafter: \$75/Hour	Associate Principal Architect: \$115/Hour
Senior Architectural Drafter: \$85/Hour	Firm Principal Architect: \$130/Hour
Architect Proj. Mngr: \$95/Hour	Structural Engineer: \$165/Hour
Civil Engineer: \$180/Hour	Mech/Electrical Engineer: \$175/Hour



CITY OF WHITE WATER



Securing Evidence,
Strengthening Training,
Supporting Justice

Item 24.



FEH DESIGN

ARCHITECTURE / ENGINEERING / INTERIOR DESIGN

591

City of Whitewater Police Department
Attn: Dan Meyer, Police Chief
312 W. Whitewater St.
Whitewater, WI 53190

Re: Request for Proposal (RFP) Evidence Storage & Training Garage

Dear Chief Meyer and selection committee members,

On behalf of FEH Design, I am pleased to submit this proposal for the design and construction of the Whitewater Police Department's Evidence Storage and Training Garage. We recognize the critical role this facility will play in securing long-term evidence while also providing a dedicated space for officer training. Our team is committed to delivering a functional, secure, and efficient space that supports the department's mission and enhances operational readiness.

Understanding the unique demands of law enforcement infrastructure, our approach prioritizes security, durability, and adaptability. The evidence storage component will incorporate climate-controlled environments, advanced security measures, and efficient organizational layouts to ensure the integrity and accessibility of stored materials. The training facility will be designed to accommodate diverse instructional needs, incorporating flexible spaces that support tactical exercises, classroom learning, and hands-on simulations.

With a proven track record of successful municipal facility projects, FEH Design brings a wealth of experience in designing purpose-driven law enforcement spaces. Our collaborative design process emphasizes input from department leadership and key stakeholders to ensure the final product meets the specific needs of the Whitewater Police Department.

We appreciate the opportunity to contribute to this vital project and are eager to bring our expertise to the table. Please do not hesitate to reach out with any questions or to schedule a discussion regarding next steps. We look forward to the possibility of working together to create a facility that serves the department and the Whitewater community for years to come.

Sincerely,
FEH Design



Mark Taylor, Assoc. AIA AICP
markt@fehdesign.com / 563 590 9869



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- 08 BUDGET BREAKDOWN



NAME AND ADDRESSES



FIRM CONTACT INFORMATION

FEH DESIGN
Milwaukee
1135 S. 70th Street, Suite 301
Milwaukee, WI 53214

(414) 200-9660

AUTHORIZED REPRESENTATIVE
Mark Taylor, Assoc. AIA, AICP
Project Manager
(414) 200 - 9660
markt@fehdesign.com



FIRM PRINCIPALS

FIRM BACKGROUND

AREAS OF FOCUS

Public Safety, Education, Libraries, Corporate, Municipal,

ADDITIONAL SPECIALTIES

Civic, Commercial, Historic, Government, Museums, Public Safety, Recreation, Worship

SERVICES

ARCHITECTURE

Studies, Evaluations, Master Planning, Design Workshops, Design+Build, New Construction, Additions, Renovations, Historic Preservation

STRUCTURAL ENGINEERING

Evaluations, New Construction, Additions, Renovations

INTERIOR DESIGN

Color Theory, Environmental Branding, Graphic Design, Furniture, Fixtures, Equipment

SPARK SESSION

Interactive Design Workshops

BOND REFERENDUM

Consulting, Research, Coordinate, Marketing Materials, Media Management

WE ARE A DEDICATED TEAM FOCUSED ON SOLVING YOUR UNIQUE CHALLENGES AND BRINGING YOUR VISION TO LIFE.



Every member brings unique talents to the table, and together we are creating vibrant communities through collaborative design. The Midwest is our home as our offices are located in Sioux City, Des Moines, and Dubuque, Iowa, and Milwaukee, Wisconsin. Our clients receive a high level of personalized service and are involved in the entire design process.

Our people have been and continue to be our differentiator, it's who we are and what we do. Much like the color purple, we embody the balance of red's stimulation and blue's calm. We are a dynamic group of individuals who blend together to create a team that works seamlessly together for our clients and their goals.

OUR HISTORY... BRIEFLY

FEH Design's roots trace back to 1898, when Andrew H. Foss began designing railroad depots in Minnesota. Much of the firm's early work included commercial buildings, libraries, and schools. During the Depression years, our firm worked on numerous government projects. Our Sioux City office opened in 1958, Des Moines in 1979, Dubuque in 2011, and our Wisconsin office in 2012. From our family-owned start, we grew into one of the region's longest operating architecture firms.

fehdesign.com

DECADES OF EXCELLENCE MUNICIPAL & PUBLIC SAFETY DESIGN

FEH Design has extensive experience working with communities on public projects throughout Iowa, South Dakota, Nebraska, Wisconsin and Illinois. Our design process is focused on design collaboration. These projects range from facility assessments to new construction.



reimagining the built environment, together

FIRM LEADERSHIP



We've been shaping municipal and public safety facilities for decades—since the 1940s.

From time-tested fundamentals to innovative, forward-thinking designs, we create spaces that support communities and those who



03

PROJECT TEAM
RESUMES

CHRISTOPHER J. WAND, AIA, NCARB

ASSOCIATE PRINCIPAL, ARCHITECT

Chris's attention to detail and appreciation for the history of a structure and its surroundings make Chris the ideal preservation architect. His approach to additions is one of appropriateness leading to sensitive designs that blend gracefully with existing structures. On renovations and restorations he strives to maintain the appearance, feel, and experience of the original building or space



Iowa State University
Bachelor of Architecture

Registered Architect
IA, KS, MO, MN, NE, ND, SD, WI

30 years experience
1 year with FEH

RELEVANT EXPERIENCE

CITY OF WATERTOWN

Watertown, Wisconsin
City Hall/Police Dept Space Needs Analysis

GUTTENBERG MUNICIPAL BLDG*

Guttenberg, IA Phases I and II:
Upgrade to 1939 building including elevator addition, restroom upgrade, renovation of city offices, mechanical and electrical systems upgrade, window replacement and exterior restoration. epworth gateway*

EPWORTH GATEWAY*

Epworth, IA
Design of a "gateway" for the City of Epworth for placement near the US 20 overpass - structure consists of an open masonry base and enclosed, painted wood cupola with windows.

WHITE ELEPHANT BUILDING*

Cedar Rapids, IA
Relocation and restoration of the building.

MARQUETTE WELCOME CENTER*

Marquette, IA Phases I and II;
Relocation and renovation of existing freight depot for conversion to welcome center/museum including foundation, roof, site work, interior/exterior finishes and historic lighting.

MARK C. TAYLOR, AICP, ASSOCIATE AIA

PROJECT MANAGER

Results-centered Architectural Professional with over 25 years of experience in design and project management from conception to construction completion, cost-effective problem solving, green design innovations and effective team collaborations. Dedication to creating dynamic designs and facilitating productivity by efficiently utilizing experience in current design and management software.



University of Wisconsin
Milwaukee 1999
Master of Architecture
Mastre of Urban Planning
Bachelor of Science, Architectural Studies

25 years experience

RELEVANT EXPERIENCE

WATERTOWN SPACE NEEDS

Watertown, Wisconsin
Space Needs Analysis

MCFARLAND PUBLIC SAFETY CENTER*

Mcfarland, Wisconsin
New Police/fire/EMS/Municipal Court Complex

DODGE COUNTY JUDICIAL CENTER*

Juneau, WI
Renovations

DOWNTOWN APPLETON VISION PLAN*

Appleton, WI
Planning

VILLAGE OF GLENVIEW COMPREHENSIVE PLAN*

Glenview, WI
Masterplan & Comprehensive Plan

PARK EAST REDEVELOPMENT PLAN*

Planning
2003 Charter Award - Congress for the New Urbanism

BRYAN BLAIR, SE, LEED AP

PRINCIPAL, STRUCTURAL ENGINEER

As a structural engineer, Bryan loves making sure creative designs turn into something exciting and functional. He draws inspiration from nature - and his coworkers - to make each project unique.



Master of Science -
Structural Engineering,
University of Texas at Austin
2002

Licensed Structural
Engineer: IA, IL, WI, NE, SD,
TX, AZ, NCEES, LEED AP
22 Years Experience
12 Years with FEH

RELEVANT EXPERIENCE

PLEASANT HILL PUBLIC SAFETY BUILDINGS

Pleasant Hill, Iowa
New Construction/Furniture

PLEASANT HILL FIRE STATION

Pleasant Hill, Iowa
Renovations at existing FD/PD/Library

CITY OF BELLEVILLE

Belleville, Wisconsin
Police, Fire, City Hall & Library Study

ELDRIDGE POLICE + CITY HALL

Eldridge, Iowa
Assessment, Site Selection /
Conceptual Design

SIOUX CITY POLICE DEPT

Sioux City, Iowa
Security Entrance Vestibule

SUN PRAIRIE PUBLIC LIBRARY

Sun Prairie, Wisconsin
Renovation + Expansion

MITCHELL CO. COURTHOUSE

Osage, Iowa
Facility Assessment /Demolition / New
Construction

URBANDALE FS #43 + FUELING STATION

Urbandale, Iowa
New Construction

ALGONA CITY HALL

Algona, Iowa
Demolition / Salvage /
New Construction



MATT HAASE, PE - SENIOR ENGINEER/PROJECT MANAGER

Mr. Haase has nearly 12 years of professional engineering design and construction experience on a multitude of land development projects across sectors of public services, commercial, retail, residential, institutional and industrial types of developments. As a project consultant, he leads teams of surveyors, civil engineers, landscape architects and other related design disciplines from initial conception through construction documents.

Relevant Experience:

- City of Fitchburg Police Station (new facility), Fitchburg, WI
- Dane County Sheriff's Precinct, Stoughton, WI
- City of Madison Bus Storage Garage, Madison, WI
- Certco Maintenance Facility, City of Fitchburg, WI
- City of Baraboo Fire Station 1 & 2 (new facilities), Baraboo, WI
- City of Platteville Fire Station (new facility), Platteville, WI



KEVIN YESKA, PLA, ASLA - LANDSCAPE ARCHITECT/PROJECT CONSULTANT

With over 12 years of experience, Mr. Yeska serves as a project consultant and landscape architect with expertise in commercial, institutional and residential design. Mr. Yeska not only understands the municipal entitlement process, but has extensive experience in critically laying out sites to meet municipal requirements relating to site access, parking accommodations, and designing open green spaces. All of which aid in establishing a "sense of place" for the design.

Relevant Experience:

- City of Fitchburg Police Station (new facility), Fitchburg, WI
- Certco Maintenance Facility, City of Fitchburg, WI
- Dane County Sheriff's Precinct, Stoughton, WI
- Dane County Public Safety Communications 911 Facility, McFarland, WI
- City of Madison Fire Station No. 6 Remodel/Addition, Madison, WI
- City of Baraboo Fire Station 1 & 2 (new facilities), Baraboo, WI



TODD BUHR, PLS - DIRECTOR OF SURVEYING

Mr. Buhr manages JSD survey operations for all regional locations. His duties include performing and coordinating survey project workload between offices, staffing, QA/QC, department and capital improvement budgets and company standards. He has over 30 years of land survey coordination, project management and staff management experience in the public and private sector. His background using LEAN manufacturing principles has made JSD's surveying operations efficient and cost effective.

Relevant Experience:

- City of Fitchburg Police Station (new facility), Fitchburg, WI
- City of Baraboo Fire Station no. 1 & 2 (new facilities), Baraboo, WI
- City of Platteville Fire Station (new facility), Platteville, WI
- City of Madison Fire Station No. 6 Remodel/Addition, Madison, WI
- University of Wisconsin-Whitewater Chiller Plant, Whitewater, WI

Mission: To enhance our communities through creative, passionate & inspired services

Since 1998, JSD Professional Services, Inc. (JSD), has grown from one office with two employees to eight offices across four states. Strategically placed to serve local, regional and national clients, JSD's staff includes civil and structural engineers, surveyors, planners, landscape architects, and development services specialists who are all focused on delivering exceptional services from project concept through ribbon cutting.

Our multi-disciplined approach provides our clients with a coordinated team of specialists who have a broad knowledge base in creative design, site evaluation, project financing, municipal entitlements, land survey documentation, site infrastructure, municipal infrastructure and construction.

REGIONAL OFFICES

Madison, WI
507 W. Verona Ave, Suite 500, Verona, WI 53593 | (608) 848-5060

Wausau, WI
7402 Stone Ridge Dr, Suite 4, Weston, WI 54476 | (715) 298-6330

Milwaukee, WI
W238 N1610 Busse Rd, Suite 100, Waukesha, WI 53188 | (262) 513-0666

Appleton, WI
3215 W. Lawrence St, Suite 6, Appleton, WI 54914 | (920) 733-2800

Chicago, IL
1400 E. Touhy Ave, Suite 215, Des Plaines, IL 60018 | (312) 644-3379

Coeur d'Alene, ID
418 E. Lakeside Ave, Suite 221, Coeur d'Alene, ID 83814 | (847) 682-9420

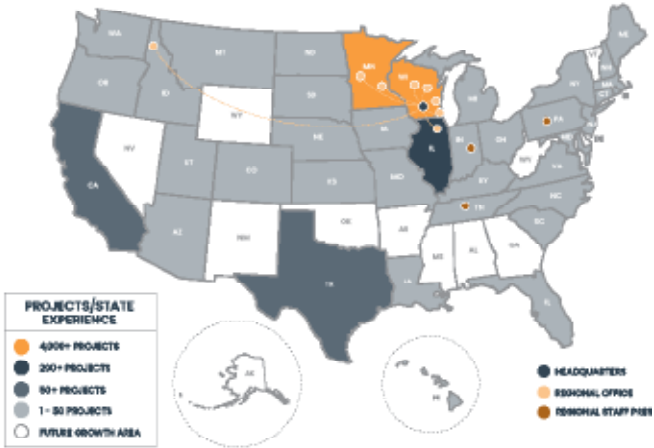
Alexandria, MN
1206 3rd Ave. East, Alexandria, MN 56308 | (320) 763-6855

Minneapolis, MN
Coming Soon



SERVICES

- Civil Engineering
- Land Surveying & Mapping
- Landscape Architecture
- Planning
- Development Services
- Environmental Services
- Construction Services
- Transportation Engineering
- Structural Engineering
- Water Resources





Item 24.

04

EXPERIENT AND
RELEVANT DESIGN

SECURING EVIDENCE, STRENGTHENING TRAINING, SUPPORTING JUSTICE.

Our team is passionate about designing innovative municipal and public safety facilities that meet the evolving needs of our communities. We are dedicated to reimagining traditional spaces by incorporating cutting-edge design concepts and technologies that enhance efficiency, safety, and collaboration. Our commitment to staying up-to-date with industry advancements enables us to create environments that empower first responders, municipal staff, and community members alike. From adaptable workspaces to sustainable design solutions, we strive to build facilities that support the vital services keeping our communities safe and thriving.





CRESTON PUBLIC WORKS FACILITY

CITY OF CRESTON / CRESTON, IOWA



The City of Creston has long needed a new Public Works facility. Their current building is too small, is inefficient and is in very poor condition. To determine how to move forward the City hired FEH Design to complete a study and develop options on how this need can be addressed. The first step was a space needs assessment. Working with the City Administrator and Public Works staff, a thorough review of the existing site and building was completed. The existing maintenance building was reviewed and has many issues and it functionally does not work for a practical public works maintenance facility. Its inefficiencies diminish the staff’s ability to be productive. After studying several alternative design options the City decided to move forward with a new building in a new location on the site. A new maintenance facility will replace the existing building with 5 maintenance bays, a wash bay, welding area, tire machine area, 2 offices, break room, restroom(s) with showers, lockers, storage areas, vestibule for access of the maintenance shop for staff and visitors, parking for 15. The proposed design allows for the existing building to be kept in operation while the new building is being constructed. Storm water drainage is an issue on site currently. The new facility will need to be elevated to provide proper drainage away from the building. The project is being funded from a successful Bond Issue.

COMPLETION DATE:
April 2024

ESTIMATED COST:
\$3,500,000

CLIENT REFERENCE:
Mike Taylor, City Administrator
641 782 2000 ext 202
mike@crestoniowa.org

SQUARE FEET
Public Safety BI

ACTUAL COST:
\$3,563,000

WEST DES MOINES PUBLIC SERVICES CENTER

CITY OF WEST DES MOINES, IOWA



The new public services facility provides operations, maintenance, vehicle repair, engineering, and construction services for West Des Moines’ public infrastructures. Prior to their second location, it was a challenge to meet the city’s growing needs from the current facility.

The design for West Public Services Center follows FEH Design and Kueny Architect’s master plan for the 60-acre site, while allowing space for future services. Phase one of the site includes the public services building, vehicle fueling station, cold storage building, salt storage, brine mixing building, and a covered outdoor storage structure. The public services building houses administration and office spaces, in addition to a 23-bay vehicle facility containing maintenance and repair shop areas, wash bays, and 98 storage stalls.

COMPLETION DATE:
August 2020

ESTIMATED COST:
\$26,900,000

CLIENT REFERENCE:
Gary Rank, Interim Public Works Director
515 222 3536
Gary.Rank@wdm.iowa.gov

SQUARE FEET
Gross SF: 247,622
Net SF: 25,831

ACTUAL COST:
\$25,880,618

DUBUQUE CO. ROADS SHOP AND OFFICE BUILDING

DUBUQUE, IOWA



Dubuque County was looking for a better location to serve the entire county more efficiently, and to house their equipment. They turned to their partner FEH Design to design a new shop/garage building and new five-department office building. The office building houses the County Engineering department, the Soil and Water department, the County Health department, the County Zoning department, and the County Assessor department. The space also includes a high-tech, divisible meeting room, a break room, a quiet room, and ample storage space. The new 58,300 sf shop/garage, with 37 stalls, houses the large equipment in a climate-controlled space. The garage building includes offices for the county roads department, space for maintenance equipment, and a fully equipped service shop containing multiple stalls including one with a five-ton capacity lift. The space also includes an indoor wash bay for large vehicles. The project included a three-stall covered bunker for salt and sand storage.

COMPLETION DATE:
October 2019

ESTIMATED COST:
\$11,613,450

CLIENT REFERENCE:
Jason Reicher, Facilities Director
563 690 4901
jason.reicher@dubuquecountyiowa.gov

SQUARE FEET
Office: 9,604 gsf
Garage: 63,913 gsf
Salt Bunker: 12,500 gsf

ACTUAL COST:
\$10,449,000 Phase 2
\$1,521,088 Phase 1

PLEASANT HILL PUBLIC SAFETY BUILDING

CITY OF PLEASANT HILL / PLEASANT HILL, IOWA



FEH Design was retained by the City of Pleasant Hill for the analysis of the existing City of Pleasant Hill Master Plan and Needs Assessment, refinement of these plans to create an updated Needs Assessment, a full Design Document Set and Construction Administration for a New Public Safety Building located a couple miles east of their existing facility.

The 34,000 sf New Public Safety Building includes space mainly for the Pleasant Hill Police Department to function in a space that is appropriately sized for current and future growth, but also to have the appropriate amount of security for their building to function properly. It also includes space for a Public Community Room, an Emergency Operations Center, and some satellite Fire Department Response services spaces.

FEH Design was awarded the 2023 ASHRAE Technology Award for our achievements in innovative building design. The Pleasant Hill Public Safety Building highlights our commitment to occupant comfort, indoor air quality, and energy conservation, with a focus on ASHRAE standards and real-world performance data.

COMPLETION DATE:
March 25, 2021

ESTIMATED COST:
\$11,268,636 (PSF)
\$ 2.9 M (Exist. FS)

CLIENT REFERENCE:
Ben Champ, City Manager
515 309 9460
bchamp@pleasanthilliowa.org

SQUARE FEET
Public Safety Bldgs: 34,271 sf
Net: 30,550 sf
Existing Fire Station
Fire Dept: 17,290 sf

ACTUAL COST:
\$12,485,041 (PSB)
\$12,485,041 (Exist. FS)

GRINNELL PUBLIC SAFETY BUILDING

GRINNELL, IOWA



FEH Design designed the new Public Safety Building for the City of Grinnell. The 31,500 sf facility houses the police, fire departments as well as emergency communication dispatch. FEH provided the building programming and explored several options for development of the project, recommending the City of Grinnell pursue the most sustainable option reusing a former grocery store which provides nearly 60% of the program required space. The balance of the project was accomplished with the addition of the fire apparatus bays, a public safety museum and a public entrance. The project is LEED registered with sustainable design strategies implemented throughout the project. The Fire Department space includes a seven-bay apparatus area that houses 13 fire and ambulance vehicles. To accommodate the full time and volunteer staff needs; a training/hose drying tower, apparatus support spaces, day room, bunk rooms and office spaces are included in the Fire Department areas. The Police Department spaces include a sally port, booking areas, detention cells, evidence storage rooms, offices, armory spaces, suspect and victim interview rooms and squad room. The Police and Fire Departments share locker rooms, showers, exercise room, kitchen facility and training classrooms as well as the dispatch areas. A Public Safety Museum is included, allowing the public access to see the history and evolution of the Fire and Police Departments.

COMPLETION DATE:
January 2010

ESTIMATED COST:
\$3,855,629

CLIENT REFERENCE:
Russ Behrens, City Manager
641 236 2626
rbehrens@grinnelliowa.gov

SQUARE FEET
Gross: 31,530 SF

ACTUAL COST:
\$4,688,834

IAAAP FIRE & SECURITY BUILDING

AMERICAN ORDNANCE LLC / MIDDLETOWN, IOWA



FEH Design designed this new 22,000 sf multi-purpose fire and security building for the Iowa Army Ammunition Plant (IAAAP). The facility is designed to consolidate IAAAP Fire Department, Security Guards, Safety, Clinic and Wellness center into one facility. The facility includes four drive-through apparatus bays, dayroom, sleeping quarters, wellness center (doubles as tornado shelter), training rooms, weapons vault, plant radio dispatch operation room and security locker rooms.

The facility is heavily insulated and designed with energy efficient heat pump system/geothermal well field system.

COMPLETION DATE:
March 2013

ESTIMATED COST:
\$5,713,000

CLIENT REFERENCE:
Brent Bennett
319 753 7963

SQUARE FEET
Gross: 22,000 SF

ACTUAL COST:
\$ 5,900,000



Client: Dept. of Facilities Development
Project Size: 5,400 Square Feet
Project Completion: 2017

UW-WHITewater LAURENTIDE HALL
WHITewater, WI

JSD provided professional civil engineering and surveying services for the College of Letters and Sciences and Student Success Center on the University of Wisconsin-Whitewater campus. Services included a conceptual grading & erosion control plan, design development, construction documents, LEED coordination, bidding assistance, landscape plan, and construction administration on this multi-phase project.

JSD also worked with several contractors on this project and supplied construction layout services for the two new parking lots, building, and site utilities. The project incorporated sustainable design concepts with a goal of achieving LEED Gold Certification.

UNION GROVE MULTI-PURPOSE MAINTENANCE FACILITY
TOWN OF DOVER, WI

JSD was selected by the Wisconsin Building Commission to design and provide limited construction services for the construction of a 4,800-square-foot wood frame, standing metal-seamed maintenance and storage building on the Wisconsin Department of Veterans Affairs, Union Grove Veterans home campus.

The project included construction of the building and associated site improvements including parking, drives, stormwater detention and associated utility improvements.



Client: Town of Dover
Project Size: 4,800 Square Feet
Project Completed: 2014



Client: HSR Associates
Project Size: 9,986 Square Feet
Project Completed: 2020

DEPT. OF MILITARY AFFAIRS ARMED FORCES RESERVE
CENTER MOTOR VEHICLE STORAGE BUILDING
MADISON, WI

The Armed Forces Reserve Center, the first in Wisconsin, is home to 16 military units with approximately 800 soldiers, sailors, airmen and marines from the reserve components of the armed forces. The property is a new development site that includes a concrete drive, concrete parking lot, and a 9,986-square-foot motor vehicle storage building.

JSD provided final construction drawings and specifications for site-civil and landscape architecture services based on the preliminary design report.



Client: FGM Architects
Project Size: 74,560 Square Feet
Project Completion: In Progress

FITCHBURG POLICE STATION
FITCHBURG, WI

The City of Fitchburg police services, in collaboration with police department work groups and their Facility Oversight Committee, brought on JSD to help design a site to meet increased program and space needs. The new facility will be nearly 75,000 square feet and include the following components: booking/processing, dispatch, evidence, training areas, and multi-purpose space that can host department and community events or be reserved for public use.

Our team is providing land surveying, civil engineering, and landscape architecture for the proposed development. Design services include preliminary design, schematic design, and construction documents. Our engineering team is also providing plans for grading and drainage, erosion control, utilities, and stormwater management.

WAUKESHA POLICE DEPARTMENT
WAUKESHA, WI

In 2020, the City of Waukesha hired a consultant to address current water leaks in a variety of locations at the Waukesha Police Department. After analysis and discussions with the city, it was decided to embark on a larger project to modernize all the building systems and enlarge the existing 54,000-square-foot building to 81,000 square feet along with improvements to the entire site.

JSD provided design services including schematic design, design development and final construction documents. Included in the deliverables was a dimensioned site plan, a grading and drainage plan, a utility plan for private sanitary, storm and water main service to the building and an erosion control plan.



Client: Engberg Anderson
Project Size: 81,000 Square Feet
Project Completed: 2022



Client: FGM Architects
Project Size: \$48 Million
Project Completed: 2022

MONONA PUBLIC SAFETY FACILITY
MONONA, WI

JSD collaborated with the architect, who specializes in designing public safety facilities, to conduct a feasibility study for this site. The study was carried out to identify if a building that met the needs of the city would work on the current site. JSD provided civil engineering and landscape architecture services for the feasibility study.

JSD considered several different design options recommending one that would meet all goals of the project and address the following: lack of adequate sleeping quarters, undersized offices and radio room, undersized apparatus bay, lack of meeting and training space, and lack of necessary storage areas.





Client: Certco, Inc.
Project Size: 21,000 Square Feet
Project Completion: 2020

CERTCO FLEET MAINTENANCE FACILITY
MADISON, WI

Certco's new Fleet Maintenance Facility is a 21,000-square- foot building featuring seven semi-tractor bays, three trailer bays, and one car repair area. It features state-of-the-art equipment in a climate-controlled environment. There is also a separate pre-engineered metal building which is used as a tractor shelter facility.

The maintenance facility is constructed of exterior insulated precast concrete wall panels, steel joists, and a metal deck roof system. The interior features the latest industry technology for electrical, lighting, plumbing, and HVAC. A two-ton overhead crane hoist serves five of seven repair bays to allow for completion of simple maintenance to complex rebuilds on their fleet vehicles.

OUTAGAMIE COUNTY 911 CENTER
APPLETON, WI

The Outagamie County Public Safety Communications Center is the initial point of contact for citizens in need of assistance. Telecommunications handle all incoming 911 calls to the Sheriff's Office for police, fire and/or emergency medical services. The project consisted of a 9,500 square foot emergency communications center facility, and associated site development.

JSD provided land surveying, engineering, landscape architecture, and construction administration. Our team assisted with schematic design, design development, construction documents and bidding.



Client: Wold Architects
Project Size: 9,500 Square Feet
Project Completed: 2024



Client: OPN Architects
Project Size: 10,100 Square Feet
Project Completed: 2021

DANE COUNTY SHERIFF'S SOUTHEAST PRECINCT
STOUGHTON, WI

The outdated Dane County Health and Human Services building, hidden by overgrown landscaping and utilities, has since been transformed into the new Sheriff's Precinct through careful design considerations. The two-story building garage addition takes on a contemporary, Norwegian theme with metal siding and wood accents throughout.

By carefully reworking existing grades around the foundation, JSD successfully "placed" this existing building into the landscaping while preserving as many native tree species as possible. Improvements for the project also included the redevelopment of the parking lot, driveways, concrete sidewalks, and patio area.

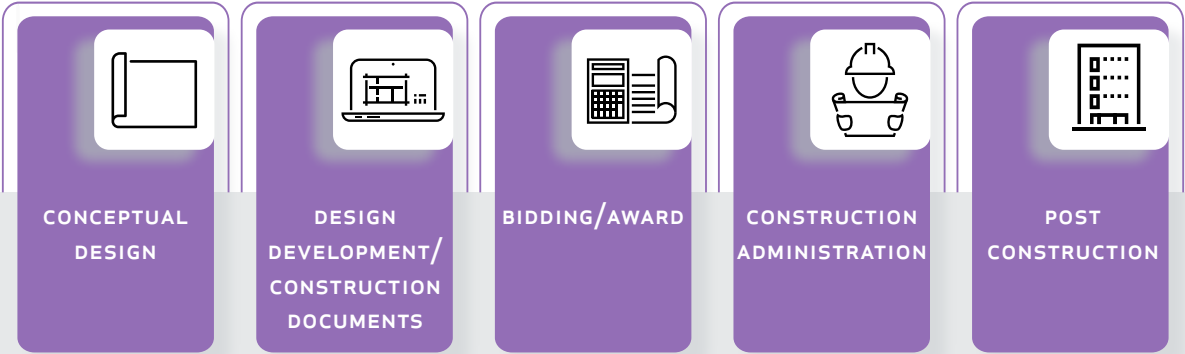


OUR APPROACH

DESIGNING A SPACE FOR STORAGE AND TRAINING

To help you achieve your vision for the future, FEH Design proposes a collaborative approach to enhance programming while looking ahead. We understand that each building, design challenge, and community is unique.

Our process includes several carefully executed steps, with research playing a vital role. This includes exploring alternative architectural, structural, and mechanical solutions for your facilities. These steps are designed to develop a plan that best evaluates space suitability, supports intended functions, and ensures efficient circulation patterns. This method aids in early comprehensive planning and construction cost projections. **We will, of course, start by reviewing and building upon the work you have already completed!**



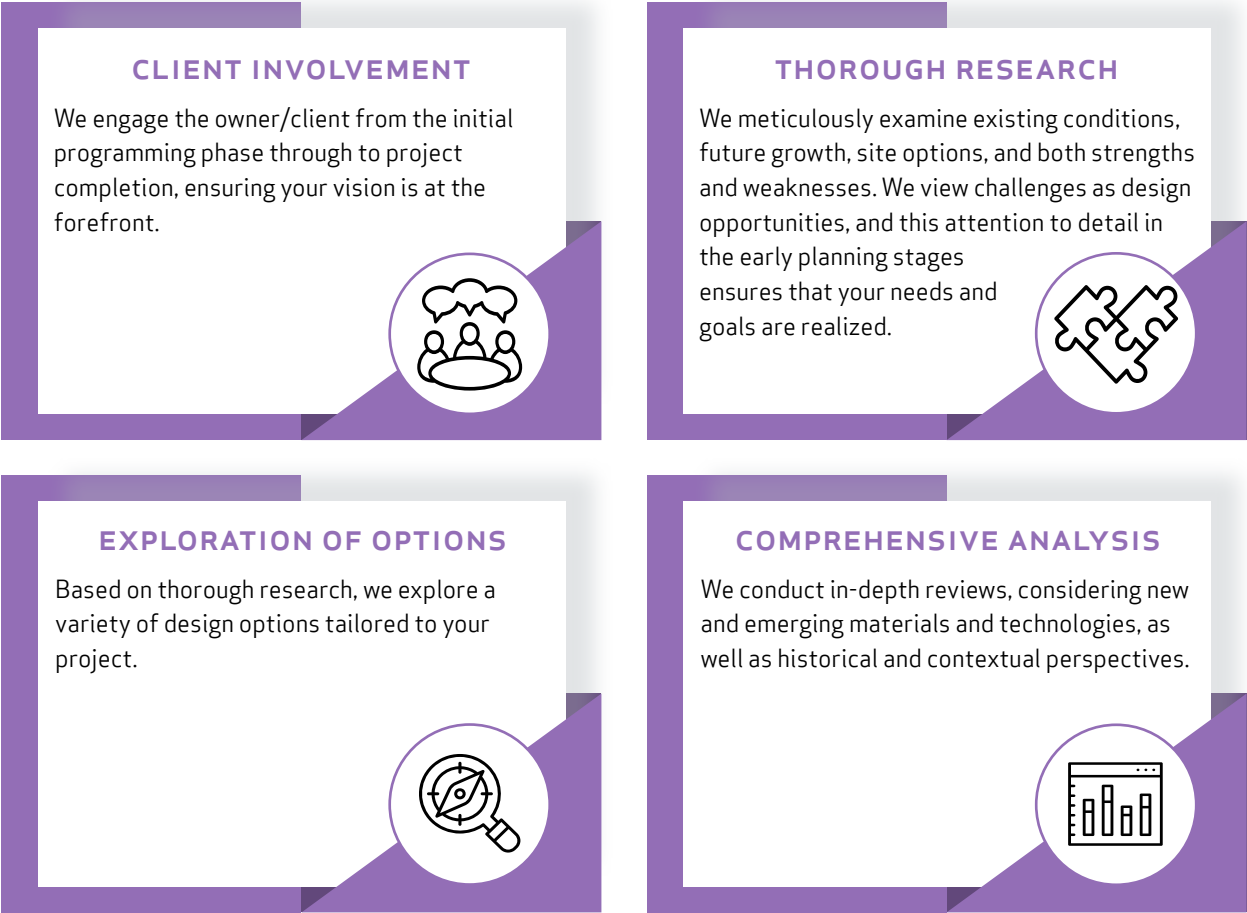
Our process inherently engages people to the point that all participants become idea generators and analyzers. This creates highly successful public projects.

PRELIMINARY DESIGN PROCESS

Completing the schematic design before major fundraising and construction scheduling will equip you with detailed tools to make informed decisions and significantly bolster your funding applications. Every project comes with unique challenges—whether they involve time, budget, site restrictions, or the need to maintain operations during renovations.

With over 125+ years of experience, our firm has successfully navigated virtually every conceivable project constraint. The value of partnering with a team led by someone with over 30 years of hands-on experience cannot be overstated.

Our design philosophy, though extensive, can be succinctly summarized:



Our approach is never about imposing an architect’s style or ego—it’s about fulfilling the needs, desires, and dreams of our clients. Every design is unique because each client brings their own aspirations, requirements, and circumstances to the table. We don’t just bring a design style; we bring a process that brings your vision to life.

PROGRAMMING / PREDESIGN PHASE

The Programming/Pre-design Phase is crucial to the success of your project. In this phase, we define the project scope, communication objectives, building theme, and visual image—all in alignment with your goals and budget.

DESIGN DEVELOPMENT

We have preliminary sketches from the schematic design. Now, it's time to refine and finalize several critical features.

Objective:

- Complete code search



Conceptual Rendering



CONSTRUCTION DOCUMENTS

The project sketches will be turned into drawings and a specification manual. We use the most recent version of Autodesk's Revit Software in preparing design documents. FEH Design is proud of its regional reputation for very complete, detailed construction documents.

Objective:

- Create drawings and specifications that express quantities, qualities and relationships for the construction of the project
- Assist client in preparing the necessary bidding and contractual information for construction



BIDDING / AWARD

After the construction documents have been developed, contractors are solicited to bid on the project. If a construction manager is involved, we will work with them in the development of the bid packages.

Objective:

- Issue documents for competitive selection of a general contractor
- Award a contract for construction of the project.



CONSTRUCTION ADMINISTRATION

Our Project Managers handle the construction administration duties. All of the information transfer is logged and tracked electronically. This includes shop drawings, meeting minutes, field reports, RFI's, field directives, proposal requests, change orders and any contractor submittals.



Objective:

- Administer the contract for construction
- Advise the owner of the progress and quality of the work



POST CONSTRUCTION

Project close-out is a very important phase in the life of any project, as it is when the owner takes possession of the property and is legally liable for the use and maintenance of the facility. Clients will receive proper training, operation manuals and documentation to allow them to properly maintain and use the facility. With your permission, we will bring in a photographer to capture the awesome, new space!

Objective:

- Close out the project and have client take possession
- Design/Build MEP will teach client how to use their building and building systems - locks, thermostat, and more
- Photograph space
- Do a happy dance



FEH Design takes pride in our

trade. We will not disappear after the project is completed. Clients are encouraged to contact us if questions or concerns arise with their project. Keep us in the loop if there are ribbon cuttings or other events, as we like any reason to come back and visit!



ENLITENIT

TIMELINE

PRELIMINARY TIME FRAME:

Week of February 17th	Notice of award to FEH Design
Week of February 24th	Contract Finalization.

PRELIMINARY DESIGN SERVICES:

Week of March 10th	Project Kick-Off Meeting
Week of March 24th	Initial Design Review/Site Layout
Week of March 31st	Utility Marking , Soil Borings, Survey
Week of April 21st	OPCC

FINAL DESIGN SERVICES:

Week of May 19th	60% Construction Documents & OPCC
Week of June 9th	Final Construction Documents/Specifications & OPCC
Week of June 16th	Plan Review

BIDDING SERVICES:

Week of June 30th	Issue for Bid
Week of July 14th	Bid Opening
Week of July 21st	Award Bid

CONSTRUCTION ADMIN/COORDINATION:

Week of July 28th	Coordinate with Design Build MEP Engineers
Week of August 11th	Construction Begins.



BUDGET
BREAKDOWN

BUDGET BREAKDOWN

Based on our experience of similar types of projects we are recommending that the Mechanical, Electrical, and Plumbing be a design/build process. This often customary approach for this project type will not only save you money, but also provide an extra level of security on sensitive systems relating to the continuity and chain of custody for property and evidence items. FEH will facilitate and coordinate all aspects between your system requirements and the MEP design/build contractors during the bidding and construction phase.

Based upon our understanding of the scope of work and the described tasks, we will perform the professional services for design through construction administration for a lump sum fee as follows:

Preliminary Design Services:

- Architecture/Structure \$ 11,500
- Land Surveying and Civil \$ 12,000

Final Design Services

- Architecture/Structure \$ 14,500
- Land Surveying and Civil \$ 7,500

Bidding Services

- Architecture/Structure \$ 2,000

Construction Administration

- Architecture/Structure \$ 5,000
- Land Surveying and Civil \$ 1,500

Total Lump Sum Fee \$ 54,000

Expense/Reimbursable Charges:

- Mileage is charged at the annual IRS reimbursement rate for 2025.
- Direct Expenses incurred on the Owner's behalf are charged at our cost plus 10%. Such items include, but are not limited to:
 - o Plan Review / Permit Fees
 - o Specialized Testing, such as Soil Borings
 - o Other Direct Expenses incurred on the Owner's behalf

Please add the our standard rate sheets and JSD's



Whitewater Police Department
312 W. Whitewater Street
Whitewater, Wisconsin 53190

Request for Proposals Whitewater Police Department Evidence Storage/Training Garage

Introduction

The Whitewater Police Department will be replacing its current evidence storage garage with a larger and more secure building that better fits the needs of the Department. The proposed building will store long-term evidence and also provide dedicated space for a training area.

Services Description: Preliminary design, final design, and bidding-related services for a new approximately 5,000-square-foot wood pole building for long-term evidence and vehicle storage as well as a dedicated training area.

Evidence Storage/Training Garage Project Area

The proposed evidence garage is situated within the confines of the Whitewater Wastewater Treatment facility located at 109 County Highway U, Whitewater, WI 53190. The proposed location is set within the confines of a circular drive situated to the north of the wastewater buildings as shown in the images below (green polygon solely provided to provide scale of the buildable area).



City Owned Land in Wastewater Treatment Facility		
Tax ID	Lot Size	
292-0515-3313-000	44.06	Acres
Lot size information was obtained from the Jefferson County Land Information GIS website.		



Evidence Garage Background and Space Needs

In 2024, the City of Whitewater contracted Fitch and Associates to complete an organizational and workload study of the Whitewater Police Department. Fitch and Associates recommended that the City “provide an alternative long-term property storage facility that provides for security and continuity of evidentiary items” and highlighted risks that include “water damage, damage by rodents, and problems related to security...”

Whitewater Police Department staff foresee the ideal evidence storage garage being approximately 5,000 square feet; an approximately 50’ x 100’ building. The building will need to have electricity, lighting, HVAC for basic temperature control, and will need multiple overhead doors, and multiple pedestrian doors. Ideally, the structure will have a secure fence or wall bisecting the building into an evidence storage area and an approximately 50’ x 50’ training area. The evidence portion of the building will need to be further divided to provide a secure long-term evidence storage area with a loft as well as a secure vehicle storage area.

Submission of Proposals

Proposals are due to the City of Whitewater on **February 11, 2025 at 4:30 p.m.** The selection committee will review the proposals with a recommendation shared with the Common Council for approval on **February 18, 2025.**

Submission Requirements:

Include the following information:

- A. Name and address of firm
- B. Principals of firm
- C. Resumes or brief background descriptions including relevant experience of the proposed project staff
- D. Description of previous experience with relevant design
- E. A list of at least 3 projects of similar scope and size, with the following information:
 1. Project name, location and description
 2. Date
 3. References (name, relationship to project, address, phone number, email address)
 4. Square footage involved
 5. Estimated and completed costs
- F. Description of how the firm would approach the project and gather information to develop the design(s), including soliciting public comment
- G. Timeline
- H. Budget breakdown

All submissions must include a commitment to complete design, including detailed cost estimates, for initial review by **August 1, 2025**.

The firm must:

- Be experienced in developing the type of use being proposed
- Have the financial and organizational capacity to fund, oversee, manage, and complete the Project, and be able to demonstrate that financial capacity
- Propose a financially feasible project which includes reliable budget estimates
- Be timely with respect to project milestones
- Be compliant with City ordinances and policies

Scope of Services

Preliminary Design Services

1. Attend a project kickoff meeting to review the general layout and project details and review the building plan concept.
2. Request underground utility marking and perform topographic survey on the project site. Project site is approximately 0.3 acres within the approximately 44-acre City of Whitewater Wastewater Treatment Facility.
3. As needed, assist with procuring geotechnical services for soil borings and geotechnical report for the project.
4. Review the State of Wisconsin's and City of Whitewater's codes and standards applicable to Evidence Storage/Training garage.
5. Prepare and present preliminary site building drawings for review.
6. Revise drawings in accordance with comments received.
7. Prepare a preliminary opinion of probable construction cost (OPCC).
8. Participate in one in-person or virtual meeting to review the preliminary drawings.

Final Design Services

1. Prepare design development drawings, technical specifications, and other documents for the civil, architectural, structural, mechanical, electrical and communications systems.
2. Prepare an OPCC at approximately 60 percent completion.
3. Participate in a 60 percent completion design development document in-person or virtual review meeting.
4. Incorporate review decisions and comments into drawings and technical specifications, as appropriate, following the 60 percent design development review meeting.
5. Prepare Bidding Documents using industry-standard guidelines and procedures.
6. Prepare final OPCC.
7. Submit final Bidding Documents sealed by a registered engineer/architect to the State of Wisconsin Department of Safety and Professional Services, if needed, and the City of Whitewater.

Bidding-Related Services

1. Distribute Bidding Documents electronically through QuestCDN, available at www.questcdn.com or other electronic bidding platform. Submit Advertisement to Bid to City of Whitewater for publishing.
2. Prepare addenda and answer questions during bidding.
3. Conduct electronic bid opening, tabulate and analyze bid results, and assist City of Whitewater in the award of the Construction Contract.
4. Prepare three sets of Contract Documents for signature.

Information and Instruction for Submission of Proposals

To be deemed timely, one (1) electronic copy in PDF format shall be received on or before **February 11, 2025** by 4:30 pm CST by:

City of Whitewater Police Department
Attn: Dan Meyer
Police Chief
312 W. Whitewater St.
Whitewater, WI 53190
dmeyer@whitewater-wi.gov

Selection Process and Schedule

The City shall consider the following information when evaluating submissions to determine the proposal that is in the best interest of the City. Selection will be based upon the proposal submitted and will be ranked primarily based upon the following criteria:

- Firm understanding and technical approach to the project
- Firm ability to meet the project schedule
- Pertinent experience and qualification of the project team
- Value of the services to be provided

The following schedule represents the anticipated timeline for the selection of a consultant and completion of the project, which may be altered as the need arises:

• RFP formally announced and distributed: January 22, 2025
• Deadline for receipt of proposals: February 11, 2025
• City review of submissions for conformity with RFP requirements: February 12, 2025
• Recommendation reviewed by Common Council for selection decision: February 18, 2025

NOTE: The City reserves the right to deviate from this schedule

Responsibility: It is the sole responsibility of the Firm to assure that they have received the entire Request for Proposal (RFP).

Right of Rejection and Clarification: The City reserves the right to reject any and all proposals and to request clarification of information from any Firm. The City is not obligated to enter into a contract on the basis of any proposal submitted in response to this document. The City is not required to accept the lowest-priced proposal.

Request for Additional Information: Prior to the final selection, Firm may be required to submit additional information which the City may deem necessary to further evaluate qualifications.

Denial of Reimbursement: The City will not reimburse firms for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

Right of Negotiation: The City reserves the right to negotiate with the selected Firm the fee for the proposed scope of work and the exact terms and conditions of the contract.

Exceptions to the RFP: It is anticipated that firms may find instances where they may take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City, and a description of the advantage to be gained or disadvantages to be incurred by the City of Whitewater as a result of these exceptions.

Indemnification: The Firm, at their own expense and without exception, shall indemnify, defend, and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City, its employees and agents from any liability of any nature or kind in regard to the delivery of these services. The Firm shall secure and maintain General Liability Insurance and will protect themselves from claims under the Workers Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of services under this contract. Further, the Firm shall provide the City with evidence and the amount of Errors and Omissions Insurance, i.e. Professional Liability Insurance currently in effect.

Rights to Submitted Material: All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Firms shall become the property of the City when received.

Termination of Contract: The City may cancel the contract at any time for breach of contractual obligations by providing the successful Firm with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation.

Assignment: The successful Firm shall not sell, assign, transfer, or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the City of Whitewater.

Conflict of Interest: The Firm covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Firm further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

Independent Contractor: The Firm must be represented as an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City of Whitewater. Therefore, the Firm shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses. The Firm also agrees to indemnify, save, and hold the City of Whitewater, its officers, agents and employees harmless from and against, any and all losses, any costs to include attorney fees and damage of any kind related to such matters. The Firm shall further understand that the City of Whitewater will not save and hold harmless and or indemnify the Firm and/or the Firm's employees against any liability incurred or arising as a result of any activity of the Firm or any activity of the Firm's employees performed in connection with the contract.

Questions about requirements: All questions should be submitted by email to Police Chief Dan Meyer at dmeyer@whitewater-wi.gov.

Rater: _____

**PD EVIDENCE STORAGE/TRAINING GARAGE REQUEST FOR PROPOSALS
CITY OF WHITEWATER**

PROPOSAL EVALUATION AND SCORING

The RFP will be reviewed by an Evaluation Panel that will review and independently score the proposals. The Evaluation Panel scores will be calculated and firms will be ranked based on the aggregate number of points earned.

Major Criteria Categories	Point Weight	Firm #1	Firm #2	Firm #3
Past Design Experience with Similar Projects	20			
Financial and Organizational Capacity to Fund, Oversee, Manage and Complete the Project	20			
Experience & Technical Competence	20			
Consultant Approach and Proposed Timeframe	15			
Ability to Perform within City ordinances and policies, and within required parameters	10			
Financial Feasibility / Reliability of Budget Estimates	15			
TOTAL	100			