

City of  
**WHITEWATER**

**COMMON COUNCIL AGENDA**

Common Council Meeting

City of Whitewater Municipal Building – Community Room  
312 W. Whitewater St., Whitewater WI 53190

**Tuesday, February 15, 2022 - 6:30 p.m.**

**This will be an IN PERSON MEETING as well as a VIRTUAL MEETING**  
**Citizens are welcome (and encouraged) to join us in person, or via computer, smart phone, or**  
**telephone. Citizen participation is welcome during topic discussion periods.**

**(Amended as of 4:30 p.m. 2/11/22 to add additional items – see below)**

**(Amended second time – as of 2/14/22 – 11:00 a.m. – added items in Consideration section**  
**below – items added in red. Also added request to waive transparency ordinance requirement)**

**Amended third time – addition of closed session real estate matter – 2/14/22 – 4:15 p.m.)**

**You are invited to a Zoom webinar.**

**When: Feb 15, 2022 06:30 PM Central Time (US and Canada)**

**Topic: Common Council Meeting**

**Please click the link below to join the webinar:**

**<https://us06web.zoom.us/j/89707150076?pwd=cVBFZnd5QjVEbXdwRGt0b21LOEpEQT09>**

**Passcode: 043422**

**Or Telephone:**

**Dial(for higher quality, dial a number based on your current location):**

**US: +1 312 626 6799**

**Webinar ID: 897 0715 0076**

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**262-473-0108**

**All agenda items are subject to discussion and/or action.**

## CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE

### CONSENT AGENDA:

CA-A	Approval of Common Council minutes of 2/1/22.	P. 1
CA-B	Approval of payment of invoices processed through 2/7/22.	P. 13
CA-C	Acknowledgement of Receipt and Filing of the Following: *CDA Minutes of 10/28/21; 11/10/21; 12/16/21; and 1/3/22; - P. 16 *Irvin L. Young Memorial Library Board Minutes of 12/20/21; - P. 30 *Equal Opportunities Commission minutes of 1/17/22; - P. 39 *Equal Opportunities Commission Memo re Whitewater Police Department Presentation. P.42	P. 16
CA-D	Expedited Approval of the Following Items, per City Staff Recommendation: R-1, R-2, C-3, C-4	n/a
CA-E	Authorization to Amend Agenda with less than 72 hours notice, per City of Whitewater Transparency Ordinance.	n/a

**STAFF REPORTS: None.**

### CITY MANAGER UPDATE.

**HEARING OF CITIZEN COMMENTS.** No formal Common 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.

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### RESOLUTIONS:

*R-1	Authorizing appointment of City Manager as City contact for Department of Natural Resources Storm Grant application. (DPW Director Request)	P. 43
*R-2	Waiving the Provision in the LSP Development Agreement that required LSP to provide the City of Whitewater with a 2022 Decommissioning Cost Analysis and an Appraisal of the LSP Facility. (City Attorney Request)	P. 46
R-3	Authorizing the Sale of Real Estate in the Industrial Park to Richter Excavating, LLC and to enter into Development Agreement with Richter Excavating LLC. (CDA Director Request).	P. 50

**ORDINANCES – First Reading - None.**

**ORDINANCES – Second Reading – None.**

### CONSIDERATIONS:

C-1	Approval of agreement for roof replacement at WWTP Digester building (DPW Director Request).	P 69
C-2	Update on Code Enforcement, NSO training, properties in areas with covenants, update on previously reported councilmember concerns, and department hours spent on planning vs. code enforcement.. (Councilmember Allen Request).	

*C-3	Appointment of citizen member to Community Involvement Committee. (City Manager Request)	P. 75
*C-4	Approval of Class “B” Beer License for San Jose Mexican Store, Juana Barajas, Agent. (City Clerk Request).	P. 84
C-4a	Update and possible direction on Spectrum equipment needed for Whitewater to stream/broadcast live. (Councilmember Allen Request)	n/a
C-4b	Update and possible direction on our transparency ordinance, timely posting and delivery of agendas and backup materials. (Councilmember Allen Request)	n/a
C-4c	Update and possible direction on the Youth Build Program. (Councilmember Allen Request).	n/a
C-4d	Discussion and possible direction regarding the latest development project on Tratt Street, by Arch Development. (Councilmember Allen Request).	n/a
C-5	Councilmember Requests for Future Agenda Items and/or Future POLCO questions.	n/a
C-6	<b>EXECUTIVE SESSION. Adjourn to Closed Session, NOT TO RECONVENE,</b> pursuant to Wisconsin Statutes 19.85(1)(e) “Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session AND 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.” Items to be Discussed: <b>1) Negotiation of Agreement with Whitewater Fire Department; 2) Negotiation of purchase of vacant land adjacent to South Street (Dalee Property) and 3) Annual City Manager Performance Evaluation.</b>	n/a

**Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk at least 72 hours prior to the meeting. \*Items denoted with asterisks will be approved on the Consent Agenda unless any council member requests that it be removed for individual discussion.**



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**STAFF REPORTS: None.**

**CITY MANAGER UPDATE.**

**HEARING OF CITIZEN COMMENTS.** No formal Common 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.

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**ORDINANCES – First Reading - None.**

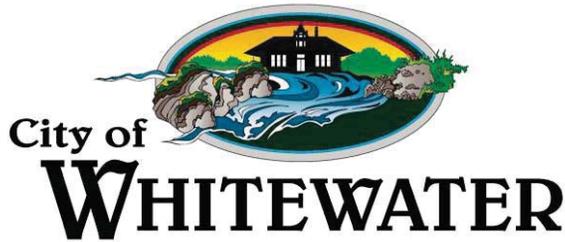
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**ABSTRACT/SYNOPSIS OF THE ESSENTIAL ELEMENTS OF THE OFFICIAL  
ACTIONS OF THE COMMON COUNCIL OF THE CITY OF WHITEWATER,  
WALWORTH AND JEFFERSON COUNTIES, WISCONSIN.**

February 1, 2022

The regular meeting of the Common Council was called to order at 6:30 p.m. by Council President Lynn Binnie. The meeting was held virtually and in person. MEMBERS PRESENT: Schreiber, McCormick, Brown, Binnie, Majkrzak, Smith, Allen. MEMBERS ABSENT: None. LEGAL COUNSEL PRESENT: City Attorney Wallace McDonell.

**STAFF REPORTS:** None. (Lake dredging subject was removed from the Agenda).

**CITY MANAGER UPDATE:** City Manager Clapper provided his bi-weekly update of city events to the Council.

**CITIZEN COMMENTS:** Jeff Knight of 405 Panther Court addressed Council action taken related to the Arch Development Hughes-Coyle project. Knight reviewed Development Agreements and numerous other documents, and has confirmed that the City has not paid for any past developers' projects. Knight did acknowledge that the City has paid for oversizing of water utility at some times. He confirmed that developers have paid for their own projects. One development even paid for their own connections as well as the entire looping. Knight noted that information obtained through his open records request indicated that the City's consultants, Vandewalle Associates and Strand Associates, both advised the City to develop a full road on the Arch Development project and also recommended that the City enter into a Developer's Agreement with Arch. Knight is not aware of a Development Agreement being created. Knight referred to the Municipal Code, which outlines the responsibilities of a developer. Knight recommended that the City management, Council, and affected board and commissioners assemble a staff retreat and complete a group training session on development. Knight indicated that mistakes were made, and expressed hope that the City will proceed with more efficiency in the future. Knight also reminded all that the TIF consultant, Ehlers, cautioned the City about using tax increment financing funds for affordable housing costs. Ehlers indicated that historically this use does not pay for the increment. Knight invited anyone interested to contact him to review the open records he obtained.

Larry Kachel of 457 Buckingham encouraged city staff members to seek improvements on their transparency. Kachel indicated that with both Common Council and CDA meetings, it has been difficult to figure out exactly what is being discussed. Kachel cited the most recent CDA meeting, where the description listed on the agenda led several people to believe a totally different development was being discussed than what was intended. Kachel also discouraged the chronic amendments of agendas, particularly as they relate to the addition of last minute items.

Kachel asked City Manager Clapper whether the City has made an agreement with the Elkhorn Charter School to build another house. Kachel indicated that the Charter School is under the impression they have an agreement with the City. City Manager Clapper indicated that the City has not entered into an agreement with Youth Build, but the CDA perhaps had some discussion about something. Kachel, also a member of the Whitewater School Board, stressed that he was speaking as an individual, and not as a member of the School Board. He explained that Youth Build is a charter school located in Elkhorn, but they work with only those students that attend their Charter School. Kachel expressed concern about a breakdown in communication between the City and the Whitewater School District. He noted that Youth Build does not allow Whitewater students to be part of their building program. As a result, to be a part of their building program, a student would have to change schools. Kachel explained that the loss of a student results in loss of funding for the Whitewater Unified School District. Kachel indicated that the Whitewater School District has been in negotiations to create a similar program, and Kachel encouraged the City to communicate with the Whitewater Unified School District further on this matter. Kachel asked that groups not meet in ‘boxes,’ and encouraged more transparency. He opined that lack of communication between the parties was bad for the school district, the students, and the community.

**APPROVAL OF MINUTES.** It was moved by Smith and seconded by Allen to approve the Council minutes of 12/7/21 and 12/21/21, and to acknowledge receipt and filing of the following: Public Works Committee minutes of 10/12/21; Plan and Architectural Review Commission minutes of 12/13/21; Irvin L. Young Memorial Library Board minutes of 11/15/21; Landmarks Commission minutes of 12/2/2021; and Finance Committee Minutes from 10/7/21, 10/12/21 and 10/14/21. AYES: Schreiber, McCormick, Brown, Binnie, Majkrzak, Smith, Allen. NOES: None. ABSENT: None.

**RESOLUTIONS AUTHORIZING \$5,195,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS.** City Manager Clapper stated that the sale of the

general obligation corporate purpose bonds was part of the capital improvement plan for the adopted 2022-2023 budget. Ehlers & Associates representative Greg Johnson explained that the purpose of the issuance was to fund new capital projects. Johnson explained that borrowing is limited to five percent (5%) of the total equalized value of the city. The outstanding debt after this borrowing will be \$23.3 million, about 58.8% of the City's borrowing capacity. That leaves \$16.8 million available for future borrowings. The bonds are set to be sold on March 15 and presented to the Common Council that evening. It was noted that the City maintains a formal policy that limits the City's borrowing to a maximum of 70% of their borrowing ability.

**INITIAL RESOLUTION AUTHORIZING \$1,080,000 GENERAL OBLIGATION BONDS FOR EQUIPMENT OF THE FIRE DEPARTMENT.**

Resolution No. 2022-1

**INITIAL RESOLUTION AUTHORIZING \$1,080,000 GENERAL OBLIGATION BONDS FOR EQUIPMENT OF THE FIRE DEPARTMENT**

BE IT RESOLVED by the City Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$1,080,000 for the public purpose of paying the cost of equipment of the fire department.

Resolution introduced by Councilmember Schreiber, who moved its adoption. Seconded by Councilmember Smith. AYES: Schreiber, McCormick, Brown, Binnie, Majkrzak, Smith, Allen. NOES: None. ABSENT: None. ADOPTED: February 1, 2022.

Cameron L. Clapper, City Manager

Michele R. Smith, City Clerk

**INITIAL RESOLUTION AUTHORIZING \$1,575,000 GENERAL OBLIGATION BONDS FOR STREET IMPROVEMENT PROJECTS.**

Resolution No. 2022-2

**INITIAL RESOLUTION AUTHORIZING \$1,575,000 GENERAL OBLIGATION BONDS FOR STREET IMPROVEMENT PROJECTS**

BE IT RESOLVED by the City Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$1,575,000 for the public purpose of paying the cost of street improvement projects.

Resolution introduced by Councilmember Allen, who moved its adoption. Seconded by Councilmember Schreiber. AYES: Schreiber, McCormick, Brown, Binnie, Majkrzak, Smith, Allen. NOES: None. ABSENT: None. ADOPTED: February 1,2022.

Cameron L.Clapper, City Manager

Michele R. Smith, City Clerk

**INITIAL RESOLUTION AUTHORIZING \$1,365,000 GENERAL OBLIGATION BONDS FOR PARKS AND PUBLIC GROUNDS PROJECTS**

Resolution No. 2022-3

**INITIAL RESOLUTION AUTHORIZING \$1,365,000 GENERAL OBLIGATION BONDS FOR PARKS AND PUBLIC GROUNDS PROJECTS**

BE IT RESOLVED by the City Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$1,365,000 for the public purpose of paying the cost of parks and public grounds projects.

Resolution introduced by Councilmember Smith, who moved its adoption. Seconded by Councilmember Schreiber. AYES: Schreiber, McCormick, Brown, Binnie, Majkrzak, Smith, Allen. NOES: None. ABSENT: None. ADOPTED: February 1,2022.

Cameron L.Clapper, City Manager

Michele R. Smith, City Clerk

**INITIAL RESOLUTION AUTHORIZING \$970,000 GENERAL OBLIGATION BONDS FOR SEWERAGE PROJECTS.**

Resolution No. 2022-4

**INITIAL RESOLUTION AUTHORIZING \$970,000 GENERAL OBLIGATION BONDS FOR SEWERAGE PROJECTS**

BE IT RESOLVED by the City Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$970,000 for the public purpose of paying the cost of sewerage projects, consisting of storm water projects.

Resolution introduced by Councilmember Smith, who moved its adoption. Seconded by Councilmember Schreiber. AYES: Schreiber, McCormick, Brown, Binnie, Majkrzak, Smith, Allen. NOES: None. ABSENT: None. ADOPTED: February 1,2022.

Cameron L.Clapper, City Manager

Michele R. Smith, City Clerk

**INITIAL RESOLUTION AUTHORIZING \$205,000 GENERAL OBLIGATION BONDS FOR COMMUNITY DEVELOPMENT PROJECTS IN TAX INCREMENTAL DISTRICT NO. 12.**

Resolution No. 2022-5

**INITIAL RESOLUTION AUTHORIZING \$205,000 GENERAL OBLIGATION BONDS FOR COMMUNITY DEVELOPMENT PROJECTS IN TAX INCREMENTAL DISTRICT NO. 12**

BE IT RESOLVED by the City Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$205,000 for the public purpose of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs included in the project plan for Tax Incremental District No. 12.

Resolution introduced by Councilmember Schreiber, who moved its adoption. Seconded by Councilmember McCormick. AYES: Schreiber, McCormick, Brown, Binnie, Majkrzak, Smith, Allen. NOES: None. ABSENT: None. ADOPTED: February 1,2022.

Cameron L.Clapper, City Manager

Michele R. Smith, City Clerk

**RESOLUTION DIRECTING PUBLICATION OF NOTICE TO ELECTORS RELATING TO BOND ISSUES.**

## **CITY OF WHITEWATER**

### **NOTICE TO ELECTORS RELATING TO BOND ISSUES**

NOTICE IS HEREBY GIVEN, that on February 1, 2022, at a meeting of the City Council of the City of Whitewater, the following resolutions were adopted and recorded pursuant to Section 67.05(1), Wisconsin Statutes:

#### **INITIAL RESOLUTION AUTHORIZING \$1,080,000 GENERAL OBLIGATION BONDS FOR EQUIPMENT OF THE FIRE DEPARTMENT**

BE IT RESOLVED by the City Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$1,080,000 for the public purpose of paying the cost of equipment of the fire department.

#### **INITIAL RESOLUTION AUTHORIZING \$1,575,000 GENERAL OBLIGATION BONDS FOR STREET IMPROVEMENT PROJECTS**

BE IT RESOLVED by the City Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$1,575,000 for the public purpose of paying the cost of street improvement projects.

#### **INITIAL RESOLUTION AUTHORIZING \$1,365,000 GENERAL OBLIGATION BONDS FOR PARKS AND PUBLIC GROUNDS PROJECTS**

BE IT RESOLVED by the City Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$1,365,000 for the public purpose of paying the cost of parks and public grounds projects.

#### **INITIAL RESOLUTION AUTHORIZING \$970,000 GENERAL OBLIGATION BONDS FOR SEWERAGE PROJECTS**

BE IT RESOLVED by the City Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$970,000 for the public purpose of paying the cost of sewerage projects, consisting of storm water projects.

INITIAL RESOLUTION AUTHORIZING \$205,000 GENERAL OBLIGATION BONDS  
FOR COMMUNITY DEVELOPMENT PROJECTS IN TAX INCREMENTAL  
DISTRICT NO. 12

BE IT RESOLVED by the City Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$205,000 for the public purpose of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, by paying project costs included in the project plan for Tax Incremental District No. 12.

The Wisconsin Statutes (s. 67.05(7)(b)) provide that initial resolutions need not be submitted to the electors unless within 30 days after adoption of the initial resolutions a petition is filed in the City Clerk's office requesting a referendum. This petition must be signed by electors numbering at least 10% of the votes cast for governor in the City at the last general election. A petition may be filed with respect to any one or more of the initial resolutions.

City of Whitewater

Michele R. Smith, City Clerk

**RESOLUTION PROVIDING FOR THE SALE OF \$5,195,000 GENERAL  
OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2022**

Resolution No. 2022-7

**RESOLUTION PROVIDING FOR THE SALE OF \$5,195,000 GENERAL  
OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2022A**

WHEREAS, the City of Whitewater, Walworth and Jefferson Counties, Wisconsin (the "City") has adopted initial resolutions (the "Initial Resolutions") authorizing the issuance of general obligation bonds for the following public purposes and in the following amounts:

- (a) \$1,080,000 for equipment of the fire department;
- (b) \$1,575,000 for street improvement projects;

- (c) \$1,365,000 for parks and public grounds projects;
- (d) \$970,000 for sewerage projects, consisting of storm water projects; and
- (e) \$205,000 for community development projects in Tax Incremental District No. 12; and

WHEREAS, the City Council hereby finds and determines that the projects described in the Initial Resolutions are within the City's power to undertake and therefore serve a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City that:

Section 1. Combination of Issues. The issues referred to above are hereby combined into one issue of bonds designated "General Obligation Corporate Purpose Bonds, Series 2022A" (the "Bonds") in an amount not to exceed \$5,195,000 for the purposes above specified.

Section 2. Sale of the Bonds. The City Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the City Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Bonds to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Ehlers) shall also cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Resolution introduced by Councilmember Schreiber, who moved its adoption. Seconded by Councilmember McCormick. AYES: Schreiber, McCormick, Brown, Binnie, Majkrzak, Smith, Allen. NOES: None. ABSENT: None. ADOPTED: February 1, 2022.

**FINAL READING OF ORDINANCE REVISING RECENTLY ADOPTED WARDS IN CITY, PURSUANT TO REQUEST FROM WALWORTH COUNTY.**

Walworth County GIS has requested that the City make one change to their recently adopted Ward ordinance. The change concerns an area with “zero” population, so makes no change to district numbers.

**ORDINANCE NO. 2039A**

**ORDINANCE AMENDING CHAPTER 1.08 OF THE CITY OF WHITEWATER MUNICIPAL CODE ENTITLED “WARDS”**

The Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, does hereby ordain as follows:

**Section 1.08.020, Ward 1, is amended to read as follows:**

Commencing at the Southeasterly point of the City of Whitewater Municipal Boundary at its intersection with US Highway 12, thence generally north and easterly along City of Whitewater municipal boundary to its intersection with the Walworth – Jefferson County line; Thence west along said County line to the intersection of Highway 59 / N. Newcomb Street and the Jefferson County line; Thence south along Highway 59 / N. Newcomb Street to its intersection with E. Main Street; Thence westerly along E. Main Street and southeasterly along East Milwaukee Street / US Highway 12 / Elkhorn Road along City of Whitewater boundaries to the point of beginning.

**Section 1.08.030, Ward 2, is amended to read as follows:**

Commencing at the intersection of Old Highway P and the City of Whitewater Municipal boundary line; Thence generally northwesterly along city boundary and Highway 12 / Elkhorn Road / E. Milwaukee Street to its intersection with E. Main Street; Then generally westerly along E. Main Street to the intersection of E. Main Street and W. Whitewater Street; Thence southwestly on W. Whitewater Street to its intersection with S. Fremont Street; Thence southeasterly along S. Fremont Street to its intersection with Ann Street; Thence southwestly along Ann Street to its intersection with S. Franklin Street; Thence southerly along S. Franklin Street to its intersection with W. Caine Street; Thence westerly along W. Caine Street to its intersection with Gault Street; Thence northerly along Gault Street to its intersection with W Harper Street; Thence Southwesterly along Harper Street to its intersection with Highway 59; Thence southerly along Highway 59/89 to the City of Whitewater boundary; Thence generally easterly and southerly along the City of Whitewater municipal boundary line to S. Franklin Street; Thence continue northerly and easterly along City of Whitewater Municipal Boundary, to Old Highway P, the point of beginning.

Ordinance introduced by Councilmember Smith, who moved its adoption and waiver of the requirement for a second reading of the Ordinance. Seconded by Councilmember Allen. AYES: Schreiber, McCormick, Brown, Binnie, Majkrzak, Smith, Allen. NOES: None. ABSENT: None. ADOPTED: February 1, 2022.

Cameron L. Clapper, City Manager

Michele R. Smith, City Clerk

**REQUEST FOR DIRECTION ON IMPROVING AND MAINTAINING PLATTED SECTIONS OF FRATERNITY LANE AND CARRIAGE DRIVE.**

Public Works Director Marquardt explained that as part of the Vanderlip Lift Station project, the forcemain and sanitary sewer will need to be replaced on Carriage Drive. Carriage Drive is currently gravel and the City does not maintain the Street. Marquardt requested input as to whether the Street should be paved, and whether the City should begin maintaining the road after replacement of the forcemain and sewer. Marquardt indicated that an agreement that has been in place since 2005 states that until the road is paved, the property owners are responsible for the road maintenance. Marquardt's recommendation is to continue with the existing maintenance agreement, and replacing the road with gravel. With regard to the Fraternity Lane area north of Carriage Drive, the street is paved. However the asphalt is in need of replacement. Marquardt stated that although there is no work being done here in conjunction with the Vanderlip project, it is a good time to consider replacing the asphalt, since other streets in the area are going to be repaved and the equipment will be available. Marquardt recommends that the City repave Fraternity Lane, take over maintenance of it, and work with property owners in regard to snow removal. Councilmember Allen asked whether Fraternity Lane was paved by the property owner as part of a developer's agreement. Marquardt was not able to locate any documentation on this. He said that it was paved before the apartments were built on the street. The property owners installed the curb and gutter. Allen said that it is a private street. Marquardt stated that it was platted as public right of way for a subdivision, and the street was paved before the properties were developed. Allen asked whether the City would be required to maintain the Street if the City were to pave it. Councilmember Allen recommended that the City speak to the property owner and work out details. No action was taken on this item.

**AGREEMENT WITH PULLIN AND PLOWIN LLC FOR SNOW REMOVAL AND/OR LAWN MAINTENANCE.**

The City is in need of services for snow plowing / grass mowing for those city properties that do not comply with code requirements voluntarily. Neighborhood Services Director Bennett solicited quotes, and received only one. Bennett reported that the submitted quote does meet the specifications. It was moved by Allen and seconded by Schreiber to approve the agreement with Pullin' and Plowin' LLC, contingent upon receipt of a certificate of insurance proving that the service provider

carries Worker's Compensation insurance. AYES: Schreiber, McCormick, Brown, Binnie, Smith, Majkrzak, Allen. NOES: None. ABSENT: None.

**DEVELOPMENT AGREEMENT WITH BOWER'S HOUSE LLC (GREG APRAHAMIAN) FOR REDEVELOPMENT OF BUILDING KNOWN AS THE WHITE ELEPHANT BUILDING.** Community Development Director Cathy Anderson reviewed the process the White Elephant building has undergone to begin the restoration and renovation project. A grant application was submitted in 2021. . It is a \$2 million project being privately financed by the owner. He is also receiving a CDI grant of \$250,000. He has received a \$75,000 low interest façade loan and will receive some in-kind DPW work at a value of \$75,000. It was moved by Allen and seconded by Schreiber to approve the Development Agreement with Bower's House LLC. AYES: Schreiber, McCormick, Allen, Majkrzak, Brown, Binnie. NOES: None. ABSTAIN: Smith. ABSENT: None.

**MUNICIPAL CODE UPDATES.** Clerk Michele Smith explained that ordinances become effective one day after publication in our official newspaper, The Whitewater Register. She has heard concerns about the fact that the newly-adopted ordinances are not immediately placed on the City's online code. Previously the City codified new ordinances on a quarterly or semi-annual basis, in an effort to keep costs low. Smith indicated that she has now subscribed to a service with Municipal Code that will place newly-adopted ordinances on the City's website within a week or so after adoption. Councilmember Majkrzak thanked Clerk Smith for the effort to publish ordinances on the website on a more timely basis, and wonders whether the Whitewater Banner would consider publishing new ordinances. Smith indicated that she could investigate that further.

**REQUESTS FOR FUTURE AGENDA ITEMS AND/OR POLCO QUESTIONS.** Councilmember Allen would like a discussion on the Arch Development project and how it progressed; the Youth Build project; and an update from the City Manager on Code Enforcement, NSO training, and the properties in violation as mentioned by Councilmembers Allen and McCormick. Allen also requested a discussion and possible direction regarding recreational trailers being located within a neighborhood with Restrictive Covenants in place.

**EXECUTIVE SESSION.** It was moved by Binnie and seconded by Allen to Adjourn to Closed Session, **TO RECONVENE**, pursuant to Wisconsin Statutes 19.85(1)(e) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. **Item to be discussed: Public Construction bidding requirements for the Cravath and Trippe Lake Dredging Project.** AYES: Schreiber, McCormick, Brown, Binnie, Smith, Majkrzak, Allen. NOES: None. ABSENT: None.

The regular portion of the meeting adjourned at 7:50 p.m.

**RECONVENE INTO OPEN SESSION.**

**CRAVATH AND TRIPPE LAKE DREDGING PROJECT.** The Common Council indicated that they would be taking no action on this project.

**EXECUTIVE SESSION.** It was moved by Binnie and seconded by Allen to Adjourn to Closed Session, **NOT TO RECONVENE,** pursuant to Wisconsin Statutes 19.85(1)(e) “Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session AND 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.” Items to be Discussed: **1) Negotiation of Agreement with Whitewater Fire Department; and 2) Annual City Manager Performance Evaluation.** AYES: Schreiber, McCormick, Brown, Binnie, Majkrzak, Smith, Allen. NOES: None. ABSENT: None. The meeting adjourned at 8:17 p.m.

Respectfully submitted,

Michele R. Smith, Clerk

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Only unpaid invoices included.

GL Period	Vendor	Vendor Name	Description	Invoice Date	Net Invoice Amount	GL Account Num
<b>CARRICO AQUATIC RESOURCES INC</b>						
222	7972	CARRICO AQUATIC RESOURCE	FEB 2022 EQUIP & CHEM AGREEMENT	01/26/2022	1,500.00	247-55600-350
222	7972	CARRICO AQUATIC RESOURCE	JAN 2022 DAILY OP CONSULT	01/26/2022	1,120.00	247-55600-346
Total CARRICO AQUATIC RESOURCES INC:					2,620.00	
<b>DEPT OF UTILITIES</b>						
222	1	DEPT OF UTILITIES	580 S ELIZABETH ST-AQUATIC CTR	02/09/2022	2,677.53	247-55700-221
222	1	DEPT OF UTILITIES	HILLSIDE CEMETARY	02/09/2022	72.12	100-51600-221
222	1	DEPT OF UTILITIES	PARK SKATING BLDG	02/09/2022	23.72	100-51600-221
222	1	DEPT OF UTILITIES	431 W CENTER ST-LIBRARY	02/09/2022	282.44	100-55111-221
222	1	DEPT OF UTILITIES	CENTER ST SKATING RINK	02/09/2022	178.07	100-53270-221
222	1	DEPT OF UTILITIES	BATH HOUSE-TRIPP	02/09/2022	38.77	100-53270-221
222	1	DEPT OF UTILITIES	ROUND ABOUT	02/09/2022	8.50	100-51600-221
222	1	DEPT OF UTILITIES	COMMUNITY GARDENS	02/09/2022	8.50	100-51600-221
222	1	DEPT OF UTILITIES	LIBRARY FOUNTAIN/BUBBLER-BIRGE FOUNTAIN	02/09/2022	18.37	100-51600-221
222	1	DEPT OF UTILITIES	ARMORY	02/09/2022	214.89	100-51600-221
222	1	DEPT OF UTILITIES	WHITE BLDG	02/09/2022	43.57	100-51600-221
222	1	DEPT OF UTILITIES	GARAGE STORAGE BLDG-CITY GARAGE BLDING	02/09/2022	41.03	100-53230-221
222	1	DEPT OF UTILITIES	GARAGE & BUBBLER	02/09/2022	464.04	100-53230-221
222	1	DEPT OF UTILITIES	PARK COMMUNITY BLDG-SENIOR CTR	02/09/2022	294.51	100-53270-221
222	1	DEPT OF UTILITIES	STARIN PARK	02/09/2022	35.81	100-53270-221
222	1	DEPT OF UTILITIES	KILAR FIELD OF DREAMS	02/09/2022	14.13	100-53270-221
222	1	DEPT OF UTILITIES	PARK STAND PIPE	02/09/2022	14.67	100-51600-221
222	1	DEPT OF UTILITIES	NORTH PARK MANHOLE-CRAVATH LAKE	02/09/2022	14.67	100-53270-221
222	1	DEPT OF UTILITIES	PUBLIC SAFETY BLDG	02/09/2022	651.71	100-51600-221
222	1	DEPT OF UTILITIES	313 W WHITEWATER ST-DEPOT	02/09/2022	57.95	100-51600-221
222	1	DEPT OF UTILITIES	CRAVATH LAKE PARK-STORMWATER	02/09/2022	14.05	100-51600-221
222	1	DEPT OF UTILITIES	215 S FREMONT ST-CRAVATH LK FRONT BLDG	02/09/2022	227.04	100-53270-221
222	1	DEPT OF UTILITIES	E SIDE PARK	02/09/2022	23.06	100-51600-221
222	1	DEPT OF UTILITIES	414 A W FOREST-LIBRARY RENTAL	02/09/2022	.00	220-55110-227
222	1	DEPT OF UTILITIES	424 W FOREST ST-LIBRARY RENTAL	02/09/2022	35.81	220-55110-227
222	1	DEPT OF UTILITIES	413 W CENTER ST-LIBRARY RENTAL	02/09/2022	.00	220-55110-227
222	1	DEPT OF UTILITIES	407 W CENTER ST-LIBRARY RENTAL	02/09/2022	14.56	220-55110-227
222	1	DEPT OF UTILITIES	SKATE PARK	02/09/2022	46.14	100-53270-221
222	1	DEPT OF UTILITIES	342 N FREMONT -CITY PURCH 12/17	02/09/2022	14.56	100-53270-221
222	1	DEPT OF UTILITIES	336 N FREMONT ST	02/09/2022	35.81	100-51600-221
222	1	DEPT OF UTILITIES	206 E CRAVATH - CDA	02/09/2022	35.81	100-15205
222	1	DEPT OF UTILITIES	1105 E BLUFF RD	02/09/2022	6.17	630-63440-350
222	1	DEPT OF UTILITIES	1115 E BLUFF RD	02/09/2022	6.17	630-63440-350
222	1	DEPT OF UTILITIES	1127 E BLUFF RD	02/09/2022	6.17	630-63440-350
222	1	DEPT OF UTILITIES	1221 INNOVATION CTR	02/09/2022	475.14	920-56500-221
222	1	DEPT OF UTILITIES	502 E CRAVATH	02/09/2022	4.32	630-63440-350
222	1	DEPT OF UTILITIES	WELL 8-E COMMERCIAL AVE	02/09/2022	6.17	610-61935-220
222	1	DEPT OF UTILITIES	WELL 8-INDIAN MOUND	02/09/2022	3.41	610-61935-220
222	1	DEPT OF UTILITIES	CARRIAGE DR PUMP HOUSE	02/09/2022	7.40	610-61935-220
222	1	DEPT OF UTILITIES	PARKING LOT G	02/09/2022	44.42	208-51920-650
222	1	DEPT OF UTILITIES	PARKING LOT H	02/09/2022	20.36	208-51920-650
222	1	DEPT OF UTILITIES	PARKING LOT I	02/09/2022	11.11	208-51920-650
222	1	DEPT OF UTILITIES	PARKING LOT C	02/09/2022	12.34	208-51920-650
222	1	DEPT OF UTILITIES	PARKING LOT D	02/09/2022	23.45	208-51920-650
222	1	DEPT OF UTILITIES	WATER PLANT	02/09/2022	35.17	610-61935-220
222	1	DEPT OF UTILITIES	PARKING LOT J	02/09/2022	14.81	208-51920-650

GL Period	Vendor	Vendor Name	Description	Invoice Date	Net Invoice Amount	GL Account Num
222	1	DEPT OF UTILITIES	WASTEWATER STORMWATER	02/09/2022	131.29	620-62860-220
222	1	DEPT OF UTILITIES	CDA-NEWCOMB ST PARKING PAD	02/09/2022	123.40	208-51920-650
Total DEPT OF UTILITIES:					6,533.14	
<b>ENERGENECS INC</b>						
222	7791	ENERGENECS INC	WELL #7 EFFLUENT VALVE CIRCUIT BOARD REPAIR	01/27/2022	590.00	610-61620-350
Total ENERGENECS INC:					590.00	
<b>FIRE PREVENTION SERVICES LLC</b>						
222	9297	FIRE PREVENTION SERVICES L	JAN 2022 162 FIRE INSPECTIONS	02/03/2022	3,240.00	100-52400-219
Total FIRE PREVENTION SERVICES LLC:					3,240.00	
<b>JAECKEL BROS INC</b>						
222	493	JAECKEL BROS INC	MAIN BREAK - LINDSEY CT	01/31/2022	2,973.50	610-61650-350
222	493	JAECKEL BROS INC	MAIN BREAK - TRATT & STAIRN	01/31/2022	1,735.00	610-61650-350
222	493	JAECKEL BROS INC	REPAIR LEAKY CURBSTOP-WALTON DR	01/31/2022	1,502.50	610-61652-350
Total JAECKEL BROS INC:					6,211.00	
<b>JAMES LEASING LLC</b>						
222	8438	JAMES LEASING LLC	JAN 2022 COPIER LEASE	01/31/2022	91.24	100-51400-310
222	8438	JAMES LEASING LLC	JAN 2022 COPIER LEASE	01/31/2022	115.88	100-52100-310
222	8438	JAMES LEASING LLC	JAN 2022 COPIER LEASE	01/31/2022	114.85	100-51500-310
222	8438	JAMES LEASING LLC	JAN 2022 COPIER LEASE	01/31/2022	128.71	100-53100-310
222	8438	JAMES LEASING LLC	JAN 2022 COPIER LEASE	01/31/2022	47.91	100-53300-310
222	8438	JAMES LEASING LLC	JAN 2022 COPIER LEASE	01/31/2022	219.86	220-55110-310
222	8438	JAMES LEASING LLC	JAN 2022 COPIER LEASE	01/31/2022	48.63	610-61921-310
222	8438	JAMES LEASING LLC	JAN 2022 COPIER LEASE	01/31/2022	49.92	620-62820-310
222	8438	JAMES LEASING LLC	JAN 2022 COPY CHARGE	01/31/2022	181.32	100-51400-310
222	8438	JAMES LEASING LLC	JAN 2022 COPY CHARGE	01/31/2022	15.35	100-51500-310
222	8438	JAMES LEASING LLC	JAN 2022 COPY CHARGE	01/31/2022	5.80	100-51200-310
222	8438	JAMES LEASING LLC	JAN 2022 COPY CHARGE	01/31/2022	59.91	100-52100-310
222	8438	JAMES LEASING LLC	JAN 2022 COPY CHARGE	01/31/2022	9.09	900-56500-310
222	8438	JAMES LEASING LLC	JAN 2022 COPY CHARGE	01/31/2022	40.35	620-62820-310
222	8438	JAMES LEASING LLC	JAN 2022 COPY CHARGE	01/31/2022	4.35	610-61921-310
222	8438	JAMES LEASING LLC	JAN 2022 COPY CHARGE	01/31/2022	4.35	630-63300-310
222	8438	JAMES LEASING LLC	JAN 2022 COPY CHARGE	01/31/2022	30.25	220-55110-310
Total JAMES LEASING LLC:					1,167.77	
<b>JEFFERSON CO</b>						
222	191	JEFFERSON CO	2022 JEFF CO CONSORTIUM FEES ECON DEV	01/01/2022	3,882.00	900-56500-320
Total JEFFERSON CO:					3,882.00	
<b>JOHNS DISPOSAL SERVICE INC</b>						
222	42	JOHNS DISPOSAL SERVICE IN	FEB 2022 REFUSE	02/07/2022	23,620.50	230-53600-219
222	42	JOHNS DISPOSAL SERVICE IN	FEB 2022 RECYCLE	02/07/2022	10,452.75	230-53600-295
222	42	JOHNS DISPOSAL SERVICE IN	FEB 2022 BULK	02/07/2022	5,022.75	230-53600-219
Total JOHNS DISPOSAL SERVICE INC:					39,096.00	
<b>NATIONS ROOF LLC</b>						
222	8523	NATIONS ROOF LLC	MUNI BLDG ROOF EDGE REPAIRS	01/26/2022	3,194.37	100-51600-355

GL Period	Vendor	Vendor Name	Description	Invoice Date	Net Invoice Amount	GL Account Num
Total NATIONS ROOF LLC:					3,194.37	
<b>PORTA BLAST INC</b>						
222	9342	PORTA BLAST INC	TOUCH UP STEE WITH DURPLATE	01/27/2022	2,635.62	620-62810-820
Total PORTA BLAST INC:					2,635.62	
<b>REINDERS INC</b>						
222	89	REINDERS INC	ATOMIC BLADE PACK/SUPPLIES	01/25/2022	892.03	100-53270-242
222	89	REINDERS INC	NUT-CASTLE	01/31/2022	16.71	100-53270-242
Total REINDERS INC:					908.74	
<b>STATE OF WISCONSIN</b>						
222	713	STATE OF WISCONSIN	2022 CONT JUDICIAL ED - HON PATRICK TAYLOR	01/31/2022	700.00	100-51200-320
Total STATE OF WISCONSIN:					700.00	
<b>STOUT CONSTRUCTION INC</b>						
222	9377	STOUT CONSTRUCTION INC	CRAVATH & TRIPP DEDGING THRU 01/29/22	01/31/2022	154,507.50	450-58100-829
Total STOUT CONSTRUCTION INC:					154,507.50	
<b>WISCONSIN TECHNOLOGY COUNCIL</b>						
222	7508	WISCONSIN TECHNOLOGY CO	2022 CORP INCUBATOR MEMBERSHIP	01/19/2022	650.00	920-56500-323
Total WISCONSIN TECHNOLOGY COUNCIL:					650.00	
Grand Totals:					225,936.14	

Dated: 02/09/22

Finance Director: Steve Hatton

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Only unpaid invoices included.



# Whitewater Community Development Authority Board of Directors Meeting

## MINUTES October 28, 2021

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### 1. Administrative Items

- a. **Call to Order:** Chair Singer called the meeting to order at 5:30 p.m.  
**Members Present:** Lisa Dawsey-Smith, Jon Kachel, Jim Allen, Patrick Singer, Miguel Aranda.  
**Members Excused:** Jason Gleason.  
**Staff Present:** Cathy Anderson (Executive Director), Cameron Clapper (City Manager); Steve Hatton (Finance Director).  
**Guest(s) Present:** Rebecca Walenton and Richelle Walenton (Learning Depot); Choton Basu (Slipstream); Paul Eckert (Safepro Technologies).
  
- b. **Welcome Statement:** Welcome to the Whitewater CDA monthly meeting. Before we begin the meeting this evening, each Commissioner is asked to adjust their camera and microphone, be attentive, actively listen and participate, speak in turn, only speak to items on the Agenda, and not surmise the opinions or ideas of private citizens.
  
- c. **Declaration of Conflict of Interest:** Would any member(s) of the Board wish to declare any known conflict of interest with the items presented on today's CDA Board Agenda?
  
- d. **Hearing of Citizen Comments:** No formal CDA Action will be taken during this meeting although issues raised may become a part of a future agenda. Items on the agenda may not be discussed at this time.

City Manager Cameron Clapper recognized the contributions of Patrick Singer as a Member of the Common Council from April 17, 2007 to April 2020, as well as his service as Common Council President from April 2008 to April 2020 by reading a Municipal Commendation.

e. **Approval of Agenda.** Moved by Allen and seconded by Kachel to approve the Agenda. AYES: All by voice vote (5); NOES: None; ABSENT: Gleason.

f. **Presentations:**

**Learning Depot:** Richelle Walenton began with a PowerPoint presentation which provided the history of the Learning Depot and the operation of their business. Rebecca Walenton is the Owner and CEO, with formal schooling in Early Childhood Education. Their program focus is “Safe, Healthy and Happy” to establish an effecting learning environment and positive teaching experience. Adjustments were made to adapt to a COVID environment and kept their doors open during the entire pandemic. Their staff training goes far beyond Wisconsin State Licensing requirements. In addition to weekday hours, the center offers limited after hours and weekend babysitting upon request.

**Slipstream:** Anderson introduced Choton Basu, who was joined by Mark Johnson, representing Slipstream d/b/a StriveOn. The original design of their app in 2013 was intended to work with parks and recreation agencies to help parents with registration. They ended up with an exclusive relationship with National Park and Recreation Agency. Their real goal is to drive economic impact through shopping at local businesses. They try to capture what you would hear from someone local in the community as to what you should do when you come to their community. Their primary market focus is Wisconsin, but they have projects in Michigan and Indiana. Working with Community and Economic Development Agencies has been their biggest success. They have begun an initial conversation with a party that would like to acquire Slipstream.

**Safepro Technologies:** Paul Eckert, Founder and President of Safepro Technologies, provided an opening video depicting a lock-down situation in a school which demonstrated use of their Threat Detection and Emergency Guidance System which provides immediate action (detects an active shooter, alerts occupants of threat and notifies first responders), safe separation (guides occupants away from the threat) and responder response (directs first responders to the threat). This system is available to all areas where people congregate such as hospitals, schools, government buildings, airports, stadiums, casinos, hotels, churches, malls. Safepro Technologies has a prototype system installed in the Whitewater University Innovation Center located in Whitewater’s Business Park. Safepro Technologies does have a US Patent on this project.

- g. ADJOURN TO CLOSED SESSION. Adjourn to closed session per Wisconsin Statutes 19.85(1)(e) “Deliberating or negotiating the purchase of public property, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session”.** Moved by Singer and seconded by Allen to adjourn to closed session at 6:21 p.m. Motion passed by roll call vote 5-0. AYES: Dawsey-Smith, Kachel, Allen, Singer, Aranda; NOES: None; ABSENT: Gleason.

Item: Consider recommendation from Seed Capital Screening Committee to award a Capital Catalyst Grant.

Moved by Dawsey-Smith and seconded by Allen to reconvene into open session at 6:36 p.m. Motion passed by roll call vote. AYES: Dawsey-Smith, Kachel, Allen, Singer, Aranda; NOES: None; ABSENT: Gleason.

- h. RECONVENE INTO OPEN SESSION. Reconvene to open session to act on closed session item as needed.** Moved by Dawsey-Smith and seconded by Kachel to approve \$10,000 Capital Catalyst Grant for Safepro Technologies. Motion passed by roll call vote 5-0. AYES: Dawsey-Smith, Kachel, Allen, Singer, Aranda; NOES: None; ABSENT: Gleason.

**i. Approval of Minutes:**

- Minutes of September 23, 2021 Meeting of the Board of Directors.

**j. Review and Acknowledge Financial Statements:**

- Moved by Dawsey-Smith and seconded by Kachel to approve the Financials for period ending September 30, 2021.
  - (i) Meissner Tierney Invoice #136833 – TIF Coding. Singer stated that if this is an allowable TID expense, it should be charged to TID. Anderson stated that TIDs do incur costs that there is no budget for. Cameron stated that the coding issue will be worked out internally.
  - (ii) CDBG Housing Loan Payoff Received increasing the balance of available funds in the account to \$18,528.59.
  - (iii) iButtonLink LLC Promissory Note dated January 3, 2014 evidencing CDBG Loan to iButtonLink LLC in the originally stated sum of \$102,544.00 is paid in full as of July 8, 2021. The 12/31/2021 loan balance in the sum of \$9,682.00 was purchased by the CDA as part of the CDBG Closeout Program and subsequently transferred to the CDA Action Fund.

[Note: Member Allen leaves the meeting.]

## 2. Action Items:

- a. Innovation Center Board of Trustees: Pursuant to Section 3.02(1)(c), the City representative from the CDA shall be the Executive Director.** Anderson stated that pursuant to Section 3.02(1)(c) breaks down how the Board should be made up and proposed that the CDA member should be the Director rather than a Board member. The Board questioned whether it was allowable to appoint a CDA member or their designee if not available to attend. Anderson stated that this is a voting role and questioned whether there would be a conflict. Johnson stated that the membership is dictated by the By-Laws and that there has been recent discussion about keeping the CDA representative, with the Executive Director as an ex-officio member. Clapper suggested a CDA member, with an alternate being the Executive Director. Dawsey-Smith commented that the early meeting time can prohibit some members from attending due to personal job requirements. Clapper stated that he has no reservations with what has been proposed. This item will be brought back after the December Tech Park Board Meeting for further discussion.
- b. Innovation Center Pilot Payment and CDA Ownership.** Clapper provided a brief update on the status of TID 4 and stated that from a staff perspective, there was a reason the PILOT payment was established and questioned whether the City, CDA and Council wish to continue to have some payment in lieu of taxes from this facility. Johnson stated that since July 1, 2014, there was one year when a transfer of \$6,000 was made to the Sinking Fund from the operations of the Innovation Center. The PILOT has been made every year with the exception of the first three years when there was no revenue coming in. Kachel commented that the Sinking Fund was established to address necessary repairs and upgrades to the facility. Singer felt that since the facility is 10 years old, the existence of the Sinking Fund would protect the facility. Anderson stated that the PILOT payment would continue until 2023 because of the TID 4 Extension. Clapper deferred to the Tech Park Board for their review and comment and will bring this item back to this Board for further discussion.
- c. Review, discuss and act on bi-annual 2022-2023 CDA Budget for Fund 900, Fund 910 and Narratives:** Clapper stated that the budget process begins in June and goes through Thanksgiving every year, resulting in a Resolution and action by the Common Council. The current budget process is looking at a two (2) year budget rather than a one (1) year budget.
- (i) City Organizational Chart and CDA: should CDA be depicted like Library Board?** Anderson stated that from her discussions with the preference of Board members and members of the public, she is requesting that the CDA be depicted on the City Organizational Chart in a similar fashion as the Library Board, with Anderson serving a dual role as Executive Director of the CDA and Economic Development Director for the City. Clapper stated that this issue can be addressed in an official policy for the City rather than as part of the budget process. Singer concurred that this can be addressed by the CDA Policies and Procedures document currently being developed.

Anderson stated that she feels this is crucial that the CDA be depicted as a separate body rather than as a staff department as it was in the past and felt that the organizational chart would support the Policies and Procedures Manual currently being developed.

**(ii) Fund 900 Narrative.** Anderson stated that on Page 114, in red it shows proposed changes; when preliminary budget was presented to Council, the proposed changes were not implemented in Fund 900 and Fund 910.

**(iii) Fund 910 Narrative.**

**(iv) Fund 920 Narrative.** Anderson stated that the CDA is not mentioned as having a relationship to the Innovation Center.

**(v) Fund 900 Budget.**

**(vi) Fund 910 Budget.**

Anderson is requesting that the proposed changes be incorporated into the final budget document being presented to the Council. Singer concurred that the areas of concern are contextual and that the numbers were not an issue. Anderson stated that this issue was brought forward at the request of the CDA Board that they have a more active role in review of the proposed budget as it pertains to the CDA and recommendations from Anderson on behalf of the CDA to the Council.

- d. Review, discuss and act on Draft of CDA By-Laws and Rules of Procedure. Director request to form Review Committee.** Anderson provided a review of the status of the draft document and stated that after meeting with Singer, a Review Committee might to help move this document along and is requesting volunteers from the Board. Anderson stated that she has been working with Clapper to review the document and has not had much input from the Board. Dawsey-Smith volunteered to join Anderson and Clapper at their next meeting to offer input. Aranda will get his comments and recommendations to her electronically. This matter will be brought back at the November 18 meeting for presentation to the Common Council by the end of the year.

### **3. Updates & Discussion**

- a. Memorandum of Understanding between Community Development Authority and Whitewater Municipal Water Utility Concerning Use and Repayment of CDBG Block Grant Closeout Program Funds approved by CDA on January 28, 2021 and approved by Common Council on October 5, 2021.** Anderson stated that final document with changes is ready for signature by CDA.
- b. Resolution for the sale of vacant land to James Richter or assigns (Parcel No. /A305000001) located on Universal Boulevard.** Anderson stated that next step is drafting of the Development Agreement.

- c. **Update 206 Cravath Street: Status of tree removal (completed) and update regarding contractor search.** Anderson stated that the tree is down. The contractor search is in process with no results thus far. The contractors that did respond indicated that they are too busy.
- d. **Board Attendance Sheet.** Acknowledged.
- e. **Second reading approval of CDA Charter Ordinance No. 7.** Final Ordinance No. 7 acknowledged.
- f. **Innovation Center Update.** Anderson stated that there are only three (3) cubicles left for lease. There are some negotiations ongoing with some clients that they hope to have onboard by the end of the year. Anderson will provide the Board with a copy of the most recent Director's Report from Mark Johnson. Dawsey-Smith requested that the Director's Report be forwarded to The Whitewater Banner for publication with other commission meetings.
- g. **Real Property Policy.** Anderson stated that the Real Property Policy included in the packet was adopted by the Common Council.
- h. **CDA Director History.** Acknowledged.

**4. Board Member Requests for Future Agenda Items:**

- 1. Roles & Responsibilities of the CDA.
- 2. Discuss an agreement between City & CDA for CDA's percentage of US Bank P-Card rebates.
- 3. Create policy between the CDA and City regarding transfers of residual equity from the CDA to the City.
- 4. Create policy between the CDA and City regarding procurement.
- 5. ~~Land Sale Policy (Finance director Steve Hatton) — Discussion of Policies and Procedures for Land Sale Transactions by the CDA on behalf of the City.~~
- 6. Improvement of physical condition of Lot 9B in the Business Park.
- 7. Discuss a detention area on Lot 6B with National Guard.
- 8. CDA Alternative Revenue Streams.
- 9. Director to visit (virtual/in person) with Whitewater's employers.
- 10. Add Tax Increment.
- 11. Recruit Developer that would include a grocery merchant.
- 12. New Housing.
- 13. Increase population in the Industrial Park.
- 14. ~~Continue TIF extension & redraw decisions (in process).~~
- 15. ~~Update Capital Catalyst Program Manual & Application Materials.~~
- 16. ~~Schedule Board Members for WEDA 2021 ED 101 Training for Board Members and Elected Officials.~~ (Completed July 2021) Training scheduled for September 1.

- ~~17. Discuss a marketing strategy for the CDA.~~
- ~~18. Fix the CDA description in the 2021 City Budget Document. (Completed January 2021)~~
- ~~19. Establish a reno group for 206 E. Cravath. (Completed January 2021)~~
- ~~20. Create policy between the CDA and City regarding repayment of 2021 CDBG Closeout Program funds from the City. (Completed January 2021)~~

5. **ADJOURN TO CLOSED SESSION.** Adjourn to closed session per Wisconsin Statutes § 19.85(1)(e) “Deliberating or negotiating the purchase of public property, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session” and 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.” Moved by Singer and seconded by Dawsey-Smith to adjourn to closed session, to include Clapper. Motion passed 4-0 by roll call vote: AYES: Lisa, Kachel, Singer, Aranda; NOES: None; ABSENT: Gleason, Allen.

- A. Deliberating Sale of Vacant Land located on Innovation Drive (Tax Parcel No. /A455500001).
- B. Deliberating Sale of Vacant Land located on Bluff Road (Tax Parcel No. /A405400002).
- C. Deliberating Sale of Vacant Land located on Bluff Road (Tax Parcel No. /A405400001).
- D. Deliberating Sale of Vacant Land located on Howard Road (Tax Parcel No. /A444200002).
- E. Employee Compensation.

Moved by Dawsey-smith and seconded by Kachel to reconvene into open session. Motion passed by voice vote 4-0. AYES: Dawsey-Smith, Singer, Aranda, Kachel; NOES: None; ABSENT: Gleason, Allen.

6. **RECONVENE INTO OPEN SESSION.** Reconvene to open session to act on closed session items as needed. No action taken.
7. **Adjournment.** Moved by Dawsey-Smith and seconded by Kachel to adjourn. Motion passed 4-0 by roll call vote. AYES: Dawsey-Smith, Kachel, Singer, Aranda; NOES: None; ABSENT: Gleason, Allen. Meeting adjourned at 8:38 p.m.

Respectfully submitted,  
Bonnie Miller, Recorder

Minutes approved at November 18, 2021 meeting.



# Whitewater Community Development Authority Special Meeting of the Board of Directors Minutes

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**Date:** Wednesday, November 10, 2021  
**Time:** 5:30 P.M.  
**Location:** IN-PERSON MEETING/VIRTUAL MEETING  
Municipal Building – Cravath Lakefront Room (Second Floor)  
312 W. Whitewater Street, Whitewater, WI 53190

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**Members Present:** Jason Gleason, Lisa Dawsey-Smith, Jim Allen, Patrick Singer, Jon Kachel (via phone)  
**Members Excused:** Miguel Aranda  
**Staff Present:** Cathy Anderson  
**Guest(s) Present:** Jay Stinson, Tyler Salisbery

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## MINUTES

1. **Call to Order and Roll Call:** Called to order at 5:35 p.m. Roll Call: Jason Gleason, Lisa Dawsey-Smith, Jim Allen, Patrick Singer, Jon Kachel (via phone). Excused: Miguel Aranda.
2. **Welcome Statement:** Welcome to the Whitewater CDA monthly meeting. Before we begin the meeting this evening, each Commissioner is asked to adjust their camera and microphone, be attentive, actively listen and participate, speak in turn, only speak to items on the Agenda, and not surmise the opinions or ideas of private citizens.
3. **Declaration of Conflict of Interest:** Would any member(s) of the Board wish to declare any known conflict of interest with the items presented on today's CDA Board Agenda?
4. **Approval of Agenda.** Motion for approval Allen/Dawsey-Smith.
5. **Adjourn to Closed Session.** Motion for Adjournment Singer/Gleason.

Adjourn to closed session per Wisconsin State Statute 19.85 (1)(e) "Deliberating or negotiating the purchase of public property, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session."

- a. Discussion and action regarding issuing a UDAG/Action fund loan to a Whitewater Business.



- b. Discussion and action regarding issuing a UDAG/Action fund loan to a Whitewater Business.
  - c. Sale of vacant parcel /A305000001 located on Innovation Drive within the City of Whitewater, Walworth County Wisconsin.
6. **Reconvene into Open Session.** Reconvene to open session to act on closed session items as needed. Motion to reconvene Singer/Allen.
- Action taken:**
- a. Discussion and action regarding issuing a UDAG/Action fund loan to Safepro Technologies in the amount of \$100,000.00 a Whitewater Business.
  - b. Sale of vacant parcel /A305000001 located on Innovation Drive within the City of Whitewater, Walworth County Wisconsin to Property X, LLC in amount of \$78,300.00
  - c. Discussion and action regarding issuing a UDAG/Action fund loan to a Whitewater Business. – No action was taken, item has been deferred to the November 18, 2021 CDA Board Meeting in Closed Session for further discussion.
7. **Adjourn.** Motion for Adjournment Allen/Gleason.

Respectfully submitted,

Cathy Anderson, Recorder

Minutes approved at November 18, 2021 CDA Board Meeting.



**Whitewater Community Development Authority**  
**Board of Directors Meeting**  
**MINUTES**  
**December 16, 2021**

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**Members Present:** Jim Allen, Lisa Dawsey-Smith (Virtual), Jon Kachel, Jason Gleason, Miguel Aranda, Patrick Singer (jointed meeting at 6:30 p.m.)

**Members Excused:** None.

**Staff Present:** Cathy Anderson (Executive Director), Cameron Clapper (City Manager), Bonnie Miller (CDA Administrative Assistant)

**Guest(s) Present:** None.

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**1. Administrative Items**

- a. **Call to Order:** Vice-Chair Allen called the meeting to order at 5:32 p.m.
- b. **Welcome Statement:** Welcome to the Whitewater CDA monthly meeting. Before we begin the meeting this evening, each Commissioner is asked to adjust their camera and microphone, be attentive, actively listen and participate, speak in turn, only speak to items on the Agenda, and not surmise the opinions or ideas of private citizens.
- c. **Declaration of Conflict of Interest:** Would any member(s) of the Board wish to declare any known conflict of interest with the items presented on today's CDA Board Agenda?  
Board Member Gleason declared a potential conflict of interest as to Item 5(A) due to the existence of a prior business relationship with one or more of the contractors under consideration and advised that he would abstain from voting on the item.
- d. **Hearing of Citizen Comments:** No formal CDA Action will be taken during this meeting although issues raised may become a part of a future agenda. Items on the agenda may not be discussed at this time. None.

- e. **Approval of Agenda.** Gleason and seconded by Kachel to approve the Agenda as presented. Motion passed by unanimous voice vote. AYES: Allen, Dawsey-Smith, Kachel, Gleason, Aranda; NOES: None; ABSENT: Singer.
- f. **Approval of Minutes:** Moved by Kachel and seconded by Gleason to approve the Minutes of the November 18, 2021 meeting as presented. Motion passed by unanimous voice vote. AYES: Allen, Dawsey-Smith, Kachel, Gleason, Aranda; NOES: None; ABSENT: Singer.
- g. **Review and Acknowledge Financial Statements:** Director Anderson presented a brief overview of the Financial Statements for period ending November 30, 2021. Moved by Gleason and seconded by Kachel to acknowledge the Financial Statements for period ending November 30, 2021 as presented. Motion passed by unanimous voice vote. AYES: Allen, Dawsey-Smith, Kachel, Gleason, Aranda; NOES: None; ABSENT: Singer.

## 2. **Action Items:**

- a. **Discuss and take action regarding 206 Cravath Street – Exempt Status for 2021 Tax Bill.** Director Anderson provided a brief background regarding the understanding with the City as to tax treatment of this property. This property will be tax-exempt until such time as the CDA utilizes the property for residential rental purposes, at which time, this property would be placed on the tax rolls.
- b. **Review, discuss and act on bi-annual 2022-2023 CDA Budget for Fund 900, Fund 910, 920 and Narratives:** Director Anderson stated that this item is still outstanding and will be brought back at a future meeting for follow-up.

## 3. **Updates & Discussion**

- a. **Update: Board Attendance Sheet.** Board Attendance sheet was corrected to reflect that Member Aranda was in attendance at both the September 1, 2021 and September 23, 2021 meetings.
- b. **Update: Certified Survey Map No. 4996, Lot 1 Sale to Richter and Lot 2 Sale to PropertyX.** Director Anderson stated that the Certified Survey Map was now complete and the sale of Lot 1 and sale of Lot 2 could not proceed to closing.
- c. **Reminder: 2022 CDA Board Meetings will be held at the Innovation Center, Second Floor, Room 202.** Director Anderson confirmed that beginning in January 2022, all regular or special meetings of the Board of Directors will be held at the Innovation Center at 1221 Innovation Drive in Room 202 on the second floor unless specified otherwise.

## 4. **Board Member Requests for Future Agenda Items:** Review all remaining items.

- 1. Roles & Responsibilities of the CDA (January 2022 Agenda Item).
- 2. Discuss an agreement between City & CDA for CDA's percentage of US Bank P-Card rebates (Anderson and Clapper).
- 3. Create policy between the CDA and City regarding transfers of residual equity from the CDA to the City (Anderson and Clapper).
- 4. Create policy between the CDA and City regarding procurement (Anderson and Clapper).

5. Improvement of physical condition of Lot 9B in the Business Park (January 2022 Agenda).
  6. Discuss a detention area on Lot 6B with National Guard (item to be removed from this list).
  7. CDA Alternative Revenue Streams.
  8. Director to visit (virtual/in person) with Whitewater's employers.
  9. Add Tax Increment.
  10. Recruit Developer that would include a grocery merchant.
  11. New Housing.
  12. Increase population in the Industrial Park.
  13. CDA Financials 101.
  14. ~~Continue TIF extension & redraw decisions (in process).~~
  15. ~~Update Capital Catalyst Program Manual & Application Materials.~~
  16. ~~Schedule Board Members for WEDA 2021 ED 101 Training for Board Members and Elected Officials.~~ (Completed July 2021) Training scheduled for September 1.
  17. ~~Discuss a marketing strategy for the CDA.~~
  18. ~~Fix the CDA description in the 2021 City Budget Document.~~ (Completed January 2021)
  19. ~~Establish a reno group for 206 E. Cravath.~~ (Completed January 2021)
  20. ~~Create policy between the CDA and City regarding repayment of 2021 CDBG Closeout Program funds from the City.~~ (Completed January 2021)
  21. ~~Land Sale Policy (Finance director Steve Hatton) — Discussion of Policies and Procedures for Land Sale Transactions by the CDA on behalf of the City.~~
  22. CDA Financials 101.
5. **ADJOURN TO CLOSED SESSION.** Adjourn to closed session per Wisconsin Statutes § 19.85(1)(e) "Deliberating or negotiating the purchase of public property, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session" and 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." Moved by Allen and seconded by Gleason to adjourn to closed session. Motion passed by roll call vote. AYES: Gleason, Allen, Dawsey-Smith, Kachel, Aranda, Singer (joined meeting at 6:30 p.m.); NOES: None; ABSENT: None.
- A. Review and accept contract for demolition of interior of the residential structure located at 206 N. Cravath Street, City of Whitewater, WI.
  - B. Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.
6. **RECONVENE INTO OPEN SESSION.** Moved by Gleason and seconded by Kachel to reconvene to open session to act on closed session items as needed. Motion by Singer and seconded by Kachel to approve the demolition of the interior of the home on Cravath Street without removing lathe and plaster on the outside walls and that the final decision on contractor selected will be contingent upon approval of Gleason, Singer and Anderson following review of all the bids submitted. Motion passed by roll call vote 5-0. AYES: Kachel, Dawsey-Smith, Allen, Aranda, Singer; NOES: None; ABSTAIN: Gleason; ABSENT: None.



7. **Adjournment.** Moved by Kachel and seconded by Gleason to adjourn the meeting. Motion passed by unanimous voice vote (6). Meeting adjourned at 7:35 p.m.

Respectfully submitted,  
Bonnie Miller, Recorder

Minutes approved at CDA Board Meeting on \_\_\_\_\_, 2022.

DRAFT



**MINUTES – SPECIAL MEETING OF CDA THE BOARD OF DIRECTORS**  
**Monday, January 3, 2022 – 5:30 p.m.**  
**312 W. Whitewater Street, Whitewater, WI 53190**

**CALL TO ORDER AND ROLL CALL:** Called to Order at 5:32 p.m.

**Members Present:** Jason Gleason, Jim Allen, Patrick Singer, Miguel Aranda, Jon Kachel

**Members Excused:** Lisa Dawsey Smith

**Staff Present:** Cathy Anderson (Executive Director), Steve Hatton

1. **APPROVAL OF AGENDA:** Allen/Gleason

2. **ADJOURN TO CLOSED SESSION:** Singer/Aranda

Adjourn to closed session per Wisconsin State Statutes 19.85(1)(e) "Deliberating or negotiating the purchase of public property, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session".

1. Negotiation of façade loan to Bower's House, LLC.

3. **RECONVENE INTO OPEN SESSION:** Allen/Gleason

Reconvene to open session to act on closed session item as needed.

**Action:** A façade loan was approved to be issued to Bower's House, LLC as part of the Wisconsin Economic Development Corporation's Community Development Investment Grant.

**Loan Amount:** up to \$75,000.00

**Interest Rate:** 1.00%

**Term:** 5 years

**Repayment:** this loan is deferred for two years after closing.

4. **ADJOURN.**

It is possible that a quorum of Common Council and Technology Park Board members may attend this meeting. Even if a quorum is present, no Common Council and/or Technology Park Board business will be conducted at this meeting. Anyone requiring special arrangements is asked to call the office of the City Manager/ City Clerk at least 24 hours prior to the meeting.

**Irvin L. Young Memorial Library  
431 W Center St  
Whitewater WI 53190  
Board of Trustees Regular Meeting  
Online Virtual Meeting  
Monday, December 20, 2021, 6:30 pm**

**MINUTES**

*Mission Statement:*

*We will have the space and the stuff to do the things that you want.*

*Our Values: Safe & welcoming; Trust; Diversity; Fun; Lifelong learning and creativity; Making connections; Service excellence*

1. Call to Order and Roll Call at 6:32pm.

Present: Jennifer Motszko, Anne Hartwick, Jim Winship, Jaime Weigel, Brienne Diebolt-Brown, and Kathy Retzke

Absent: Doug Anderson

Staff: Stacey Lunsford, Deana Rolfsmeyer, Torrie Thomas

Guests: Kyle Brockmeyer

2. Consent Agenda

- 3.I. Approval Of Minutes Approval of the minutes of the regular meeting of November 15, 2021\*

- 3.II. Acknowledgment of Receipt of Financial Reports\*

- 3.III. Acknowledgment of Payment of Invoices for November 2021\*

- 3.IV. Acknowledgment of Receipt of Statistical Reports for November 2021\*

- 3.V. Acknowledgment Of Receipt Of Treasurer's Reports\*

MSC Brienne/Jim to approve the Consent Agenda.

Ayes: Jennifer Motszko, Anne Hartwick, Jim Winship, Jaime Weigel, Brienne Diebolt-Brown, and Kathy Retzke

Nays: none

3. Hearing of Citizen Comments

No formal Library Board 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 Library Board discusses that particular item.

4. Old Business

4.1 Library Building Project

Update from the Library Expansion Committee.

- Present a resolution at the City Council meeting on December 21, 2021. Please encourage everyone to attend the meeting.
- Same resolution as was presented last month, but the full council should be there to vote on it this month.

5. New Business

5.I. Year-End Review of 2021 Strategic Plan Activities

- Library received 3 grants for a total of over \$10,000.

6:49pm - Kyle Brockmeyer joins the meeting.

5.II. Approval of the 2022 Jefferson County Library Contract

MSC Brienne/Kathy to approve the Contract.

Ayes: Jennifer Motszko, Anne Hartwick, Jim Winship, Jaime Weigel, Brienne Diebolt-Brown, and Kathy Retzke

Nays:

5.III. Review and Approval of Draft of the Inclement Weather Policy

MSC Jim/Jaime to approve the Policy.

Ayes: Jennifer Motszko, Anne Hartwick, Jim Winship, Jaime Weigel, Brienne Diebolt-Brown, and Kathy Retzke

Nays:

6. Staff & Board Reports

6.I. Director's Report ~ see attached

6.II. Adult Services Report ~ see attached

6.III Youth Educational Services Report ~ see attached

6.IV. Programming & Makerspace Librarian Report ~ see attached

6.V. Bridges Library System Staff Report ~ see attached

7. Board Reports

- N/A - Jaime Weigel will report at the January meeting.

8. Board Request for Future Agenda Items

If the board has any questions they want to put to the community through the City's Polco online survey system, they will be collected at this time.

9. Confirmation of the next meeting on January 31st at 6:30pm.

10. Adjourned Into Closed Session at 7:11pm

Roll Call vote to adjourn into closed session

Ayes: Jennifer Motszko, Anne Hartwick, Jim Winship, Jaime Weigel, Brienne Diebolt-Brown, and Kathy Retzke

Nays: none.

MSC Jim/Brienne to end closed session

Ayes: Jennifer Motszko, Anne Hartwick, Jim Winship, Jaime Weigel, Brienne Diebolt-Brown, and Kathy Retzke

Meeting adjourned at 7:28pm.

Comments in the Chat Box: Deana - 6:49pm - "I appear to be having some computer issues, so I may be in and out."

Kathy - 7:02pm - "We will hit this hard on promoting upon our return."

Minutes respectfully submitted by Jennifer Motszko on December 20, 2021

DIRECTOR'S REPORT  
December 20, 2021

**I. ADMINISTRATION**

- a. Ten work orders were submitted in November.
  - i. Mouse poison needed to be put down in the basement.
  - ii. Two lightbulbs needed to be replaced in the Community Room
  - iii. A table needed to be removed to storage.
  - iv. Leaves were blocking the drain at the bottom of the steps leading down to the northeast door of the basement.
  - v. A circuit breaker was tripped and put out the lights in one section of the adult fiction area.
  - vi. The heat was malfunctioning in the assistant director's office.
  - vii. A staff locker had a loose hinge.
  - viii. Three ranks of shelving were removed in the adult nonfiction area.
  - ix. A cart of books was sent for recycling.
  - x. A stain on the carpet needed to be cleaned up.

**II. BUDGET**

- a. The Common Council declined to vote on a resolution approving the borrowing of \$3 million in 2024 for the library building project, mainly due to there not being all seven council members there. The resolution will go before the Council again on Tuesday, December 21.

**III. PERSONNEL**

- a. We have hired a new Customer Service Specialist. Ruth Tanis will start on Monday, January 3.

**IV. LIBRARY COLLECTION**

- a. The adult nonfiction collection has been shifted and 100+ shelves were removed and put into storage.
- b. The adult fiction collection has been shifted and all books have been taken off the bottom two shelves for ease of browsing.

**V. PUBLIC AND COMMUNITY RELATIONS**

- a. We have had a job experience intern from Careers Wisconsin working with us. His job experience will end soon after 13 weeks with us, working 18 hours per week.

**VI. LIBRARY BOARD RELATIONS**

- a. None.

**VII. LAISING WITH CITY, STATE, COUNTY, AND SYSTEM GROUPS**

- a. The ARPA grant application that Bridges Library System submitted on our behalf for solar benches was not funded by DPI.

**VIII. PROFESSIONAL DEVELOPMENT**

- a. None.

**IX. STRATEGIC PLAN**

- a. The end of year review is in the packet.

**X. PANDEMIC RESPONSE**

No change.

## **Adult Services Report December 2021**

### **Report:**

Forty-one people viewed my Decorating with Apples program on November 8th.

Only one person viewed my Winter Porch Decorations program on December 13<sup>th</sup>, but hopefully more will view it at a later date.

I decorated both lobby display cases for the month of December. The large case features the theme "Here's to a Killer Christmas" and the small case features our NASA Grant "NASA @ My Library".

### **Collection Development:**

We have completed weeding the non-fiction collection. There was extra space on the shelves, so we were able to move the adult Spanish collection, the oversize books, and reference to the empty shelves at the end of the non-fiction section. It is nice to have the adult Spanish collection in an area with great lighting.

### **Virtual Meetings/Webinars/Training Sessions Attended:**

November 17: Staff Meeting with Stacey, Deana, Torrie

November 22: Infosec Training: Passwords & Web Browsing

November 23: Meeting with Stacey and Judy Atkinson

November 30: Interview for the Customer Service Specialist position

December 01: Staff Meeting with Stacey, Deana, Torrie

December 02: Bridges Circulation Meeting

December 08: Staff Meeting with Stacey, Deana, Torrie

## **Youth Educational Services Report December 2021**

### **NASA@ My Library Reading Challenge**

We are currently participating in Beanstack's NASA@ My Library Reading Challenge. The challenge includes ten hours of reading and various space-themed activities. Participants who earn 15 program badges are eligible for one of three grand prize drawings. Our library is eligible to win NASA@ My Library programming supplies.

### **Penguin Random House Grant**

Penguin Random House and the Association of Rural and Small Libraries are offering a \$2500 grant that can be used for programming, outreach, etc. Their parameters are very broad. We applied for funds to purchase teen and tween books to give away in the YAAASSS Bags.

### **Stress-Less Saturday**

Our first Stress-Less Saturday in December was held on Saturday, December 1<sup>st</sup>. Two teens came to make cards. We had an assortment of paper and makerspace supplies available, including the Big Shot machine for die cutting and embossing. The teens had a wonderful time.

### **YAAASSS Bags**

10 students requested bags for December. Those who are unable to procure a library card receive free books from our prize stash. As noted above, we would like to purchase additional books for this purpose.

### **Meetings & Trainings**

November 17<sup>th</sup>: Staff meeting with Stacey, Diane, and Torrie.

December 1<sup>st</sup>: Meeting with Torrie to discuss YAAASSS Bags and the Summer Reading Program.

December 1<sup>st</sup>: Staff meeting with Stacey, Diane, and Torrie.

December 2<sup>nd</sup>: Virtual Summer Reading Program workshop.

December 8<sup>th</sup>: System sponsored inclusive services meeting.

December 8<sup>th</sup>: Staff meeting with Stacey, Diane, and Torrie.

## Programming and Makerspace Report December 2021

Coming soon...

### Programs

- 1/8 Stress-Less Saturday: a time for teens (in-person)
- 1/10 Craft Time for Kids (in-person)
- 1/18 Author Visit: Anders Morley - *This Land of Snow* (virtual)
- 1/22 Stress-Less Saturday: a time for teens (in-person)
- 1/24 Craft Time for Adults (in-person)
- 1/25 Comic Book Heroes Imagine Art Academy Workshop for middle and high schoolers (in-person)
- 1/27 Fiber Therapy (virtual)
- 2/5 Stress-Less Saturday: a time for teens (in-person)
- 2/7 Craft Time for Kids (in-person)
- 2/15 Che-Mystery! Interactive Science Workshop for middle and high school students (in-person)
- 2/19 Stress-Less Saturday: a time for teens (in-person)
- 2/21 Craft Time for Adults (in-person)
- 2/24 Fiber Therapy (virtual)

### November 2021 Programs

Date	Program	In-person attendance	Zoom attendance	Kits distributed
1	Craft Time for Adults	3	-	50
2	Nature Writing Series: Part I	CANCELLED: Low attendance	-	-
4	Healthy Snack Hack! Presented by WIC of Walworth County and UW Madison Extension	6	-	-
8	Craft Time for Kids	10	-	58
9	Nature Writing Series: Part II	9	-	-
11	Searching for Bigfoot in WI	-	13	-
13	Stress-Less Saturday	0	-	-
15	Craft Time for Adults	1	-	58
16	Nature Writing Series: Part III	8	-	-
18	Fiber Therapy	-	3	-
22	Craft Time for Kids	10	-	46
29	Craft Time for Adults	1	-	58

### Nature Writing Series

The Nature Writing Workshop led by local author Jim Nies was a big success. A group of 9 people met twice to discuss nature writing and then share and critique their own writings. We received a lot of positive feedback about these meetings. One participant said: "I learned so much from that workshop, I really can do a better job now of being in the moment and sensing life all around me when I am outdoors." Jim expressed interest in doing another workshop in the spring.

### **Professional Development**

11/4 Unboxing Webinar for the Look Up! Explore Our Universe STEAM Activity Toolkit

### **Meetings**

11/3 Bridges Outreach Discussion

11/9 Bridges Serving Spanish Speakers Discussion

### **YAAASSS Bags**

During November we distributed 14 Young Adult Amazingly Awesome Super Subscription Service Bags (YAAASSS Bags). A Book Subscription Service for middle and high school students. We are now offering themed bags so students got to choose between Star Wars, Art supplies, or a surprise bag.

### **Makerspace Update**

The 3D Printer is working again. It needed a software update and a bit of maintenance.

### **Makerspace Use**

11/3 USB Hub and Card Reader

11/4 VHS to Digital

11/6 Craft supplies

11/9 Craft supplies

11/18 VHS to Digital

11/22 Sewing machine

11/23 Craft Supplies



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, JANUARY 17, 2022

1. Call to Order and Roll Call –The virtual meeting came to order at 5:02 pm.

Present at the meeting were Common Council Representative Brienne Brown, Common Council Representative Lynn Binnie, Commission members, Maryann Zimmerman, and Ryatisima Blue. Commission member Dr. Kenny Yarbrough was absent from the meeting. Also present were staff support City Manager Cameron Clapper and Deputy Chief Dan Meyer.

2. Approval of Meeting Minutes from November 1, 2021 – Brown asked if there was a motion to approve the minutes. Zimmerman moved to approved the minutes with a second by Binnie.

Ayes: Brown, Binnie, Zimmerman and Blue

Noes: None

Abstained: None

Absent: Yarbrough

The motion passed by unanimous voice vote.

3. Hearing of Citizen Comments – There were no citizens in attendance.

4. Old Business

- a. Discussion and possible action regarding formal public announcement summarizing the findings from last meetings presentation by WWPDP and WWPDP's compliance with new state law – Clapper discussed the cover memo with draft information that would be given to the council along with the April 21, 2021 Report of the Assembly Speaker Task Force's Subcommittee on Law Enforcement and the Whitewater Police Department (WPD) Status of Compliance Report. Meyer said that there were a total of 18 recommendations by the committee and the WWPDP is compliant with all of them, but seven are outside of the scope of the WWPDP. Some of the recommendations are more for state level issues. Binnie appreciated the review and discussion. Zimmerman was impressed with the compliance from a small agency. Clapper asked Meyer to explain the departments complaint procedure. Meyer said anyone can come to the lobby and meet with a supervisor, submit online or make an anonymous complaint. Complaints are investigated and the complainant is notified (if known) about the results. If they are not satisfied they can contact the Police & Fire Commission. Clapper read a draft memo to the Common Council (link to memo can be found in agenda) referencing the presentation by the WWPDP. Binnie asked for more specifics of what was reviewed and drafted some additions, which he shared with the commission. Commissioners asked that it not be too wordy, make it

succinct and possibly use bullet points. Clapper said he will make the changes discussed and send to the commission for feedback prior to bringing before the common council. Binnie made a motion to approve the letter and materials to be sent to the common council and as a result, provide to the community, recapping what happened with the presentation and materials supplied by the Whitewater Police Department at the September 21<sup>st</sup> EOC meeting, statements regarding the police department and importance of continuing to refine and implement policies and practices that promote diversity, equity and inclusion and incorporating edits as appropriate from commission members Binnie and Brown and a final email to all commission members to see the letter and materials prior to their submittal for common council review. Brown made a second.

Ayes: Brown, Binnie, Blue and Zimmerman

Noes: None

Abstained: None

Absent: Yarbrough

The motion passed by unanimous voice vote.

- b. Discussion concerning a format and procedure for reporting hate speech, wrongful discrimination, and non-compliance of social equity policies or standards. – Clapper said the form was included with the packet and this item would stay on the agenda until it was completed. Clapper said the form would be used for hate bias complaints and could be used if someone is hesitant to contact law enforcement. The form and more detail will be included at the next meeting.

#### 5. New Business

- a. Discussion concerning transportation options in Whitewater, to include a presentation on the Ride Share Program. – Clapper said the Finance Director Steve Hatton wasn't available to attend, but reviewed the slide presentation. Clapper gave an explanation of the shared ride program, which is different than a taxi service. It is first come first serve and Brown Cab dispatches drivers. The service area is one mile around the city, which limits the service. The three vehicles are handicapped accessible. Brown asked if there is ridership data. Clapper said the grant is renewed every three to five years and ridership data is supplied. Clapper reviewed the fares and other inter-city services. Zimmerman asked if there was a bus to other areas. Clapper said that the public works director was part of a committee, but nothing definitive came of it. There is a shuttle from UW-Whitewater to UW-Rock County. Clapper said that Hatton would attend the next EOC meeting. Blue said her mother used the service and was surprised by the low cost. Brown said five wheelchair bound citizens previously complained about the service, but she hasn't heard from them lately. Zimmerman asked about minors using the service particularly after the after school program and Clapper said they can. Zimmerman mentioned getting the information out to parents

6. Future Agenda Items – Brown mention doing something for Black History month, offering educational resources and information. Binnie mentioned that possibly Dr. Yarbrough could give a brief synopsis on the state statutes dealing with hate speech.
7. Next Meeting Date – The next meeting will be held on Monday, February 7, 2022 at 5:00 pm.
8. Adjournment – Zimmerman made a motion to adjourn the meeting with a second from Blue.

Ayes: Brown, Binnie, Blue, Zimmerman

Noes: None

Abstained: None

Absent: Yarbrough

The motion passed by unanimous voice vote. The meeting ended at 6:02 pm.

Respectfully submitted,

Kathy Boyd, Executive Assistant



**Equal Opportunities Commission**  
312 W. Whitewater Street, P.O. Box 178  
Whitewater, Wisconsin 53190

## MEMORANDUM

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

To: Common Council  
From: Equal Opportunities Commission  
Date: February 8, 2022  
RE: Whitewater Police Department's Presentation to the EOC

The Common Council of the City of Whitewater established the Equal Opportunities Commission (EOC) to improve the quality of life in Whitewater by the elimination of racism and other forms of discrimination in the Whitewater community.

As part of its commission to act, study, analyze and recommend solutions with respect to the major social, economic and cultural problems that affect people residing or working within the City, the EOC recently met to discuss police department policies, especially policies related to the use of force, and proposed legislation on the same topic.

The EOC wishes to report to the Common Council that the body received a thorough presentation by command staff of the Whitewater Police Department (WPD) wherein EOC commissioners were able to review material and ask questions of command staff members regarding department policies, the WILEAG accreditation process, and use of force policies and training within the WPD.

The EOC wishes to commend the WPD for its comprehensive adherence to high standards for law enforcement operations including, not only those established by state law, but also those established by the Wisconsin Law Enforcement Accreditation Group (WILEAG).

The EOC also wishes to further commend the WPD for their compliance with 11 of the 18 recommendations issued by the Assembly Speaker's Task Force on Racial Disparities in 2021. The WPD was found to be in compliance with all recommendations applicable to the department. These recommendations dealt with issues including:

1. limitations on the use of force such as choke holds
2. an officer's duty to intervene and report another officer's non-compliant use of force
3. protections for whistleblowers
4. use of body cameras
5. officer psychological evaluations and drug testing
6. crisis intervention training

The EOC encourages the WPD and the City of Whitewater to continue efforts to refine and implement policies and practices that promote diversity, equity and inclusion within the Whitewater community.

Included with this memo are two documents:

1. The April 21, 2021 Report of the Assembly Speaker Task Force's Subcommittee on Law Enforcement Policies and Standards.
2. The Whitewater Police Department Status of Compliance Report

Together, these documents articulate the Subcommittee's recommendation for law enforcement policies and demonstrate WPD's compliance with these recommendations.



## Council Agenda Item

Meeting Date: February 15, 2022

Agenda Item: Stormwater Grant Resolution

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

### BACKGROUND

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

The City of Whitewater has a MS4 (Municipal Separated Storm Sewer System) Permit through the DNR. One of the requirements of the Permit is to achieve reduction in Total Suspended Solids and Phosphorus entering the waterways of the State. One of the practices to achieve this reduction is the implementation of detention ponds within the existing storm sewer system where no controls currently exist. One location identified was in an area south of South Street.

To help with the cost of the construction of this detention pond, The City plans on submitting an application for an Urban Nonpoint Source and Stormwater Grant through the Wisconsin Department of Natural Resources. The grant would pay for 50% of the construction costs up to a maximum of \$150,000. As part of the grant application, the City is required to pass a resolution which stipulates who at the City is authorized to submit the application and sign the necessary paperwork if a grant is awarded to the City.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

Public Works Committee recommended approval of a Task Order from Strand Associates for completing and submitting an application for the Stormwater Grant at their January 11, 2022 meeting.

### FINANCIAL IMPACT

(If none, state N/A)

There is no financial impact in applying for the grant. The cost to construct the detention basin was not included in the 2022-23 budget. If the City is awarded the grant, an amendment to the 2023 budget would need to be considered, or the project can be included in the 2024 budget since the grant is good for two years. The estimated cost of the detention pond is estimated between \$350,000 and \$400,000.

### STAFF RECOMMENDATION

Staff recommends approval of the resolution authorizing the City Manager as the point of contact.

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

1. Stormwater Grant Resolution
-

**RESOLUTION AUTHORIZING GOVERNMENTAL RESPONSIBILITY  
FOR URBAN NONPOINT SOURCE AND STORMWATER GRANTS**

**WHEREAS**, the City of Whitewater is interested in acquiring a Grant from the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban storm water runoff pollution sources (as described in the application and pursuant to ss. 281.65 or 281.66, Wis. Stats., and chs. NR 151, 154 and 155); and

**WHEREAS**, a cost-sharing grant is required to carry out the project;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Whitewater that the Common Council authorizes the City Manager for the City of Whitewater to act on behalf of the City of Whitewater to:

- Sign and submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Sign a grant agreement between the local government (applicant) and the Department of Natural Resources;
- Sign and submit reimbursement claims along with necessary supporting documentation;
- Sign and submit interim and final reports and other documentation as required by the grant agreement;
- Sign and submit an Environmental Hazards Assessment Form, if required; and
- Take necessary action to undertake, direct and complete the approved project.

**BE IT FURTHER RESOLVED** that the City of Whitewater shall comply with all state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

Resolution introduced by Councilmember \_\_\_\_\_ who moved its adoption. Seconded by \_\_\_\_\_ . AYES:    NOES:    ABSENT:    ADOPTED:    \_\_\_\_\_

\_\_\_\_\_  
Cameron L. Clapper, City Manager

\_\_\_\_\_  
Michele R. Smith, City Clerk



# Council Agenda Item

Meeting Date: 2/15/22

Agenda Item: Resolution authorizing Waiver of Development Agrt. Provision-LSP

Staff Contact (name, email, phone): Wallace McDonell (262) 473-7900

## BACKGROUND

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

There is an agenda item for the Consideration of a resolution granting the request by Tyr Energy, Inc. (LSP) to waive a Development Agreement provision that requires a 2022 decommissioning cost analysis and an appraisal of the LSP facility (See the clause pasted below).

The LSP development agreement requires LSP to complete a 2022 decommissioning cost analysis and an appraisal of the LSP facility every 5 years. If the cost of decommissioning exceeds the value of the facility, LSP would be required to post a bond equaling the difference to protect the City in case it had to pay for the decommissioning (If for example LSP abandoned the facility). LSP has provided the City with information that indicates that the value of the facility is approximately \$72,000,000 and the cost of decommissioning is approximately \$2.8 million (see the attachment), so there is no reasonable chance that the value of decommissioning would exceed the value of the facility. LSP estimates that it will cost them about \$25,000 to complete the cost analysis and appraisal so they are asking the City to waive the requirement.

## XII. DECOMMISSIONING

25 B. Within three months after the debt financing on the Facility  
26 has been fully retired or twenty (20) years from the  
27 Commercial Operation Date, whichever is earlier, and at five  
28 year intervals thereafter, LSP shall at its cost: (i) have an  
29 appraisal made by a qualified third party reasonably  
30 acceptable to the City of the fair market value of the Facility  
31 (without adjustment for decommissioning costs), and (ii) shall  
32 obtain a study by a qualified expert reasonably acceptable to  
33 the City of the cost of Decommissioning the Facility.

34  
35 **1. If the cost of Decommissioning the Facility exceeds**  
36 **its fair market value, LSP shall post with the City**  
37 **a bond, the terms and issuer of which are**  
38 **reasonably acceptable to the City, or other security**  
39 **reasonably acceptable to the City in an amount**  
40 **equal to the difference between such cost and value**  
41 **for the purpose of guarantying that the Facility will**  
42 **be Decommissioned as required herein.**

43  
LSP.025 16

1 2. If the fair market value of the Facility exceeds the  
2 cost of Decommissioning, LSP shall not be required  
3 to post any security with the City. However, upon  
4 cessation of operations and the sale of any

---

5 equipment employed in the Facility, LSP shall  
6 retain the net sale proceeds in trust for the benefit  
7 of the City until the Facility has been  
8 Decommissioned; provided, however, that such  
9 proceeds may be earlier used to pay any expenses  
10 reasonably incurred in connection with the  
11 Decommissioning.

12  
13 XIII. TERMINATION

14  
15 A. LSP may terminate this Agreement upon written notice to the  
16 City if (i) the Parcel is not annexed and rezoned as  
17 hereinbefore provided .within 45 days after the date upon the  
18 appropriate petitions are filed with the City, (ii) the SIP is not  
19 approved by the City within 45 days after the appropriate  
20 submittals have been filed by LSP, (iii) LSP fails to exercise  
21 its option to purchase the Parcel, or (iv) LSP fails to obtain  
22 the permits, certificates, licenses or financing required to  
23 construct or initially operate the Facility. Prior to any such  
24 termination, LSP shall Decommission the Facility and  
25 Ancillary Lines.

26  
27 B. This agreement shall terminate if LSP (i) notifies the City in  
28 writing that it has permanently ceased construction or  
29 operation of the Facility and (ii) has performed all of its  
30 obligations then having accrued under this Agreement  
31 including its obligation to Decommission the Facility and  
32 Ancillary Lines. Thereafter, neither LSP nor the City shall  
33 have any further obligation of any sort to the other under this  
34 Agreement.

35  
36 C. Notwithstanding the termination of this Agreement or the  
37 failure of any contingency of LSP to have been met, LSP shall  
38 reimburse the City for Water System Improvement Costs and  
39 for Reimbursable Expenses incurred by the City in performing  
40 its obligations hereunder prior to the City's receipt of written  
41 notice from LSP of the failure to satisfy a specified  
42 contingency or the termination of this Agreement.

43  
LSP.025 17

Wallace K. McDonell

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

---

N/A

**FINANCIAL IMPACT**

(If none, state N/A)

N/A

**STAFF RECOMMENDATION**

Recommend adoption of Resolution

**ATTACHMENT(S) INCLUDED**

(If none, state N/A)

1. Resolution

**RESOLUTION WAIVING THE PROVISION IN THE LSP DEVELOPMENT AGREEMENT THAT REQUIRES LSP TO PROVIDE THE CITY OF WHITEWATER WITH A 2022 DECOMMISSIONING COST ANALYSIS AND AN APPRAISAL OF THE LSP FACILITY**

**WHEREAS**, Tyr Energy, Inc. (LSP) has requested that the City of Whitewater waive the provision in its Development Agreement with the City of Whitewater (City) that requires LSP to provide a 2022 decommissioning cost analysis and an appraisal of the LSP facility to the City, and

**WHEREAS**, the City of Whitewater has determined that the decommissioning cost analysis and an appraisal of the LSP facility is not necessary because the value of the facility far outweighs the estimated decommissioning costs,

**NOW THEREFORE, BE IT RESOLVED** that the City of Whitewater hereby waives the Development Agreement provision that requires LSP to provide to the City a 2022 decommissioning cost analysis and an appraisal of the LSP facility.

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

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

- AYES:
- NOES:
- ABSENT:
- ADOPTED:

\_\_\_\_\_  
Cameron Clapper, City Manager

\_\_\_\_\_  
Michele R. Smith, City Clerk



# Council Agenda Item

Meeting Date:	2/15/22
Agenda Item:	Sale of vacant land in Business Park to Richter Excavating
Staff Contact (name, email, phone):	Cathy Anderson <a href="mailto:canderson@whitewater-wi.gov">canderson@whitewater-wi.gov</a> 473-0148

### BACKGROUND

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

Last year, Richter Excavating submitted an Offer to Purchase approximately 2.7 acres of vacant land in the Business Park. That Offer was approved by the Common Council on 10/5/21. A Development Agreement has been drafted and is being presented for Council approval. The Agreement sets forth requirements to construct a building within eighteen months of the land sale date, and requires a 7,500 square foot “initial building” with an office space of a minimum of 250 square feet. Should the Buyer not meet their obligations, the City has the right to repurchase the property. The Seller will provide screening for storage of outdoor equipment.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

Council authorization for sale of vacant land – 10/5/21

### FINANCIAL IMPACT

(If none, state N/A)

Sale price to be paid is \$45,900

### STAFF RECOMMENDATION

Recommend approval of the sale and accompanying Development Agreement.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Resolution authorizing sale of property and Development Agreement

**RESOLUTION AUTHORIZING THE SALE OF REAL ESTATE  
TO JAMES RICHTER**

WHEREAS, the City of Whitewater is the owner of the following real estate:

Approximately 2.702 gross acres of land commonly known as Lot 1 of Certified Survey Map No. 4996, and more particularly described as follows:

Lot 2 of Certified Survey Map No. 4996, recorded November 22, 2021 as Document No. 1051345, being a redivision of Certified Survey Map No. 3050, being part of the Northwest 1/4, and the Southwest 1/4 of the Northwest 1/4 of Section 3, Town 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin.

and

WHEREAS, James Richter, owner of Richter Excavating, LLC, seeks to purchase the property for industrial purposes, as contemplated by the attached Vacant Land Offer to Purchase, and

WHEREAS, it is in the City of Whitewater's best interest to sell said property.

NOW, THEREFORE, BE IT RESOLVED that the City Manager and City Clerk are authorized to sign the attached Development Agreement and to sign any and all documents necessary to sell the property.

Resolution introduced by Councilmember \_\_\_\_\_,  
who moved its adoption. Seconded by Councilmember \_\_\_\_\_.

AYES:

NOES:

\_\_\_\_\_  
Cameron Clapper, City Manager

ABSENT:

\_\_\_\_\_  
Michele Smith, City Clerk

ADOPTED:

**WB-44 COUNTER-OFFER**

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

**NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.**

1 The Offer to Purchase dated 08/23/2021 and signed by Buyer James Richter or assigns,  
2 for purchase of real estate at Lot 2B Tax ID /A305000001, Whitewater WI 53190  
3 \_\_\_\_\_ is rejected and the following Counter-Offer is hereby made.

4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**  
5 **counter-proposal unless incorporated by reference.**

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: \_\_\_\_\_

7 1. Purchase price shall be \$45,900 (forty five thousand nine hundred dollars)

8 \_\_\_\_\_  
9 2. Buyer to provide necessary screening required for storage of equipment outdoors per  
10 covenants.  
11 \_\_\_\_\_  
12 \_\_\_\_\_  
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27 \_\_\_\_\_

28 The attached \_\_\_\_\_ is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the  
31 Party making the Counter-Offer on or before September 24, 2021

32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to  
33 Purchase, unless otherwise provided in this Counter-Offer.

34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery**  
35 **as provided at lines 30-33.**

36 This Counter-Offer was drafted by Jon Marshall - Tincher Realty, Inc. on 09/08/2021  
37 \_\_\_\_\_ Licensee and Firm ▲ Date ▲

38 (x) James Richter 9/8/2021  
39 Signature of Party Making Counter-Offer ▲ Date ▲  
40 Print name ▶

(x) Cameron Clapper 9/23/21  
Signature of Party Accepting Counter-Offer ▲ Date ▲  
Print name ▶ City Manager

41 (x) \_\_\_\_\_  
42 Signature of Party Making Counter-Offer ▲ Date ▲  
43 Print name ▶

(x) Cathy Anderson 9/23/21  
Signature of Party Accepting Counter-Offer ▲ Date ▲  
Print name ▶ COA Director

44 This Counter-Offer was presented by \_\_\_\_\_ on \_\_\_\_\_  
45 \_\_\_\_\_ Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) \_\_\_\_\_ (Party's Initials) \_\_\_\_\_

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**  
48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**  
49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**  
50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

Approved by the Wisconsin Real Estate Examining Board  
1/1/2021 (Optional Use Date) 2/1/2021 (Mandatory Use Date)

Tincher Realty  
Page 1 of 12, WB-13

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

1 LICENSEE DRAFTING THIS OFFER ON August 18, 2021 [DATE] IS ~~(AGENT OF BUYER)~~

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

3 The Buyer, James Richter or assigns

4 offers to purchase the Property known as Lot 2B Tax ID /A305000001

5 Northside 2.5 acres to be split

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or

7 attach as an addendum per line 686] in the City of Whitewater,

8 County of Walworth Wisconsin, on the following terms:

9 **[PURCHASE PRICE]** The purchase price is Forty-Two Thousand, Five Hundred  
10 Dollars (\$ 42,500.00).

11 **[INCLUDED IN PURCHASE PRICE]** Included in purchase price is the Property, all Fixtures on the Property as of the date  
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: None

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

16 **[NOT INCLUDED IN PURCHASE PRICE]** Not included in purchase price is Seller's personal property (unless included at  
17 lines 12-13) and the following: None

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

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

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in  
27 an addendum per line 686.**

28 **[BINDING ACCEPTANCE]** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer  
29 on or before September 15, 2021.

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

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

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

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

36 **[CLOSING]** This transaction is to be closed on No Later Than 30 Days from All Contingency/Land Split/CDA Satisfactions

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

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

44 **[EARNEST MONEY]**  
45 ■ EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer.

46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

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

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

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

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

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

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the  
57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository  
58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall  
59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according  
60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been  
61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the  
62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)  
64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain  
65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the  
66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties  
68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest  
69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party  
70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified  
71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order  
72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of  
73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their  
74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good  
75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional  
76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in  
79 this Offer except:

80 \_\_\_\_\_ . If "Time is of the Essence" applies to a date or Deadline,  
81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date  
82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any  
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from  
85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who  
86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02  
87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to  
88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report  
89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by  
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if  
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is  
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding  
93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has  
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in  
96 Seller's Vacant Land Disclosure Report dated \_\_\_\_\_ , which was received by Buyer prior to Buyer  
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**  
98 and VL Disclosure to be provided within 3 days of offer acceptance

99 \_\_\_\_\_  
100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

101 "Conditions Affecting the Property or Transaction" are defined to include:

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value  
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other  
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum  
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup  
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface  
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous  
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other  
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil  
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other  
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission  
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic  
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the  
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or  
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but  
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic  
system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or  
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel  
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may  
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;  
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department  
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use  
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;  
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special  
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special  
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division  
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit  
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,  
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan  
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that  
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the  
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning  
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation  
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated  
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization  
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or  
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-  
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements  
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment  
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop  
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will  
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or  
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint  
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but  
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,  
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of  
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an  
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting  
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or  
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other  
177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.  
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).  
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a  
181 lease agreement or an extension of credit from an electric cooperative.  
182  **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within \_\_\_\_\_ days ("15" if left blank) after acceptance  
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,  
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation  
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,  
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with  
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This  
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice  
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or  
190 payback obligation.  
191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**  
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**  
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**  
194 **continued after sale. The Parties agree this provision survives closing.**  
195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)  
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive  
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders  
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the  
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the  
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL  
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan  
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,  
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program  
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit  
205 <https://dnr.wisconsin.gov/topic/forestry> .  
206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that  
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural  
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.  
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's  
210 Equalization Bureau or visit <http://www.revenue.wi.gov/> .  
211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such  
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the  
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or  
214 visit <http://www.datcp.state.wi.us/> for more information.  
215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.  
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant  
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as  
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.  
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service  
220 Agency office or visit <http://www.fsa.usda.gov/> .  
221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with  
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000  
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards  
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that  
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must  
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/> .  
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland  
228 zoning restrictions, if any.  
229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares  
230 where one or both of the properties is used and occupied for farming or grazing purposes.  
231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**  
232 **occupied for farming or grazing purposes.**  
233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,  
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely  
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning  
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses  
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,  
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental  
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the  
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain  
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

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

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

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: Excavating Business Operations - See  
252 attached site plan

253 \_\_\_\_\_ [insert proposed use  
254 and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to  
255 purchase, e.g.1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].

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

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

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

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

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

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

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

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

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

287  **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing)  **STRIKE ONE** ("Seller  
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by  
289 a registered land surveyor, within 60 days ("30" if left blank) after acceptance, at (Buyer's) (Seller's)  **STRIKE ONE**  
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of 2 acres, maximum of 3  
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the  
292 Property, the location of improvements, if any, and: \_\_\_\_\_

293 \_\_\_\_\_  
294  **STRIKE AND COMPLETE AS APPLICABLE** Additional map features that may

295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot  
296 dimensions; total acreage or square footage; easements or rights-of-way.

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

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

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written  
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a  
306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing  
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel  
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or  
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's  
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the  
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise  
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**  
314 **the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**  
315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed  
317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to  
318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be  
319 reported to the Wisconsin Department of Natural Resources.

320  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date  
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an  
324 inspection of \_\_\_\_\_

325 \_\_\_\_\_ (list any Property component(s)  
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided  
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent  
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**  
332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("15" if left blank) after acceptance, delivers  
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the  
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent  
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**  
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**  
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**  
342 **of the premises.**

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

344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within \_\_\_\_\_ ("10" if left blank) days after Buyer's delivery of the Notice of Defects  
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355  **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written

356 \_\_\_\_\_ [loan type or specific lender, if any] first mortgage loan commitment as described  
357 below, within \_\_\_\_\_ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$

358 \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial  
359 monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_ . Buyer acknowledges that lender's

360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance  
361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees  
362 to pay discount points in an amount not to exceed \_\_\_\_\_ % ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached  
 364 per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly  
 365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow  
 366 lender's appraiser access to the Property.

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

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

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

372  **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed \_\_\_\_\_%. The initial interest rate  
 373 shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% ("2" if  
 374 left blank) at the first adjustment and by not more than \_\_\_\_\_% ("1" if left blank) at each subsequent adjustment.  
 375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus \_\_\_\_\_% ("6" if  
 376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

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

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

381 (1) signed by Buyer; or

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

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

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

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

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

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

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

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

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same  
 399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.  
 400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to  
 401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit  
 402 worthiness for Seller financing.

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

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

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

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

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

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

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

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

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated  
 426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.  
 427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written  
 428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal  
 433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435  **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of  
 436 Buyer's property located at \_\_\_\_\_

437 no later than \_\_\_\_\_ (the Deadline). If closing does not occur by the Deadline, this Offer shall  
 438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a  
 439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close  
 440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of  
 441 bridge loan shall not extend the closing date for this Offer.

442  **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another  
 443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within \_\_\_\_\_ hours ("72" if  
 444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of \_\_\_\_\_  
 447 \_\_\_\_\_ (name other contingencies, if any); and

448 (3) Any of the following checked below:

449  Proof of bridge loan financing.

450  Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide  
 451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: \_\_\_\_\_

453 \_\_\_\_\_  
 454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455  **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon  
 456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer  
 457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other  
 458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to  
 459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days ("7"  
 460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this  
 461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may  
 463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time  
 464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is  
 465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
 467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners  
 468 association assessments, fuel and \_\_\_\_\_

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA** :

472  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
 473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE  
 474 APPLIES IF NO BOX IS CHECKED.

475  Current assessment times current mill rate (current means as of the date of closing).

476  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
 477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

478  \_\_\_\_\_

479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**  
 480 **substantially different than the amount used for proration especially in transactions involving new construction,**  
 481 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**  
 482 **assessor regarding possible tax changes.**

483  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
 484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

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

488 **TITLE EVIDENCE**

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

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

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

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

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

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

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

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

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

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

537 \_\_\_\_\_  
 538 \_\_\_\_\_ . Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

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

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

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by  
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the  
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner  
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of  
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by  
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific  
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

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

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

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (  ) are part of  
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square  
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas  
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land  
565 dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of  
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the  
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession  
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession  
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,  
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this  
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier  
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for  
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an  
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer  
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of  
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than  
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of  
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such  
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit  
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed  
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring  
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by  
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no  
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and  
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in  
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of  
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging  
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and  
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting  
596 party to liability for damages or other legal remedies.

597 If **Buyer defaults**, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or  
599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual  
600 damages.

601 If **Seller defaults**, Buyer may:

- 602 (1) sue for specific performance; or  
603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

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

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

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

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

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

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

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

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption  
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding  
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** Cash offer. Contingent on City of Whitewater CDA and  
651 City Council Approval. Contingent on seller providing survey / land split off of north 2.5  
652 acres of parcel /A305000001, remaining 2.9 acres to be retained by City. Contingent on  
653 buyer reviewing any associated covenants. Contingent on buyer reviewing and signing  
654 developer agreement addendum to be provided by city within 7 days of offer acceptance and  
655 signed within 10 days of offer acceptance.

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665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
667 668-683.

668 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
669 line 670 or 671.

670 Name of Seller's recipient for delivery, if any: Jon Marshall

671 Name of Buyer's recipient for delivery, if any: Jon Marshall

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

673 Seller: ( 262 ) 473-7565 Buyer: ( 262 ) 473-7565

674  (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial  
675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at  
676 line 679 or 680.

677  (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the  
678 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

679 Address for Seller: 532 W. Main St. Whitewater, WI 53190

680 Address for Buyer: 532 W. Main St. Whitewater, WI 53190

681  (5) **Email**: electronically transmitting the document or written notice to the email address.

682 Email Address for Seller: jonmarshall@hotmail.com

683 Email Address for Buyer: jonmarshall@hotmail.com

684 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
685 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

686  **ADDENDA**: The attached Buyer Site Plan is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] Jon Marshall - Tincher Realty, Inc.

688 \_\_\_\_\_  
689 (x) DocuSigned by: James Richter or assigns 8/23/2021

690 Buyer's Signature ▲ Print Name Here ▶ James Richter or assigns Date ▲

691 (x) \_\_\_\_\_  
692 Buyer's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲

693 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**  
694 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**  
695 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**  
696 **COPY OF THIS OFFER.**

697 (x) \_\_\_\_\_  
698 Seller's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲

699 (x) \_\_\_\_\_  
700 Seller's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲

701 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_

702 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

703 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
704 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

## **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT is between the City of Whitewater (hereinafter at times referred to as the "City") and James Richter, a resident of the State of Illinois (hereinafter at times referred to as "Buyer").

### RECITALS

WHEREAS, the City is a municipal corporation which seeks to promote high quality commercial, industrial and residential development in the City, and

WHEREAS, Wisconsin Statute §62.11 provides the authority by which the Common Council of the City may act for the government and good order of the City, for its commercial benefit and for the health, safety and welfare of the general public, and

WHEREAS, the project described in this agreement will serve to promote industrial development in the City, and

WHEREAS, the City has determined that the construction of the facility as set forth herein would be desirable for the City.

NOW, THEREFORE, the parties agree as follows:

### **AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Buyer agrees to construct, or cause to be constructed, on the Property described below, by not later than eighteen (18) months after the closing date of the purchase of the Property from the City (the "Construction Deadline"), a not less than 7,500 square foot building with not less than 250 square feet of office space (the "Initial Building"). In the event Buyer fails to substantially complete construction of the Initial Building on the Property on or before the Construction Commencement Deadline, Seller shall have the right to re-purchase the Property from Buyer, exercisable by written notice of exercise given by Seller to Buyer at any time thereafter at a repurchase price of the initial purchase price. If Seller exercises such right to re-purchase the Property from Buyer, the repurchase closing shall take place not later than ninety (90) days after the giving of the notice of exercise, and at such closing, Buyer shall re-convey the Property to Seller by Warranty Deed, with title thereto being in the same condition as when Seller initially conveyed the Property to Buyer. Incident to any required re-conveyance under the foregoing provision, Buyer shall furnish to Seller, at least give (5) business days prior to the aforementioned repurchase closing date, an updated Title Insurance Commitment, at Buyer's expense, showing title in the condition called for herein, and further, shall

pay all required real estate transfer fees and recording fees necessary to implement such re-conveyance. The rights of Seller regarding the repurchase timeline under the foregoing provisions of this paragraph shall be in lieu of the repurchase timeline rights of the City of Whitewater under the Protective Covenants. The undertakings, obligations and agreements of Buyer described under this paragraph shall survive the closing of the transaction contemplated by this Counter-Offer and Offer and shall be included in the Warranty Deed from Seller to Buyer. The building shall be constructed on the lot legally described as:

Approximately 2.702 gross acres of land commonly known as Lot 1 of Certified Survey Map No. 4996, and more particularly described as follows:

Lot 2 of Certified Survey Map No. 4996, recorded November 22, 2021 as Document No. 1051345, being a redivision of Certified Survey Map No. 3050, being part of the Northwest 1/4, and the Southwest 1/4 of the Northwest 1/4 of Section 3, Town 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin.

2. The City, upon request of Buyer, agrees to extend electric to the Property line for incorporation by Buyer into the Initial Building.

3. The provisions of this agreement shall constitute covenants which shall run with the property, and the burdens and benefits hereof shall bind and inure to the benefit of each of the parties hereto and all successors in interest to the parties hereto. Buyer shall have the right, if approved by the City, to assign or transfer all or any portion of its interests, rights, or obligations under this agreement or in the property or any portion thereof. The express assumption of Buyer's obligations under this agreement by its transferee or assignee shall thereby relieve Buyer of any responsibility for the expressly assumed obligation. The transferee shall assume all of Buyer's rights and obligations thereunder which relate to the transferred property. The City shall not unreasonably refuse to approve any transfer.

4. The parties acknowledge that this development agreement satisfies the contingency in the accepted counter-offer that makes the offer contingent on the parties entering into a development agreement within 60 days of the acceptance of the counter-offer.

5. Any controversy or claim arising out of, or relating to, this agreement, or any modification or extension thereof, shall be settled by arbitration to be held in the City of Whitewater. The Wisconsin Arbitration Act, Chapter 788 of the Wisconsin Statutes, as amended, shall govern this section and this agreement to arbitrate shall be specifically enforceable thereunder. Notice of the demand for arbitration shall be delivered in writing to the other party not later than six months from the happening

or event giving rise to the dispute, claim, or other matter in question. The award rendered by the arbitrator shall be final, subject only to vacation, modification, and appeal provisions of the Wisconsin Arbitration Act.

6. All notices and other communications provided for under this agreement shall be in writing and mailed, faxed, electronically transmitted, or personally delivered to:

In the case of Buyer:

James Richter  
13206 W Chaplin St.  
Wadsworth, IL 600838

In the case of the City of Whitewater:

City of Whitewater  
Attention: Cameron Clapper, City Manager  
P. O. Box 178  
Whitewater, WI 53190

7. No amendment, modification, termination, or waiver of any provision of this agreement, nor consent to any departure from this agreement, shall in any event be effective unless the same shall be in writing and signed by both parties and their successors of interest. Such waiver or consent shall be effective only in the specific instance and the specific purpose given.

8. Either party may record this agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective authorized officers or agents on the date written below.

Signed at Whitewater, Wisconsin, this \_\_\_ day of \_\_\_\_\_, 2022.

CITY OF WHITEWATER

By: \_\_\_\_\_  
Cameron Clapper, City Manager

By: \_\_\_\_\_  
Michele Smith, City Clerk

STATE OF WISCONSIN        )  
  ) ss.  
COUNTY OF WALWORTH    )

Personally appeared before me this \_\_\_ day of \_\_\_\_\_, 2022, the above-named Cameron Clapper, City Manager, and Michele Smith, City Clerk, to me known to be such City Manager and City Clerk of the City of Whitewater, and to me known to be the persons who executed the foregoing agreement as such officers of said City, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission \_\_\_\_\_.

BUYER:

By: \_\_\_\_\_  
James Richter

STATE OF WISCONSIN )  
  ) ss.  
COUNTY OF WALWORTH)

Personally appeared before me this \_\_\_ day of \_\_\_\_\_, 2022, the above-named James Richter, to me known to be the person who executed the foregoing agreement.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission \_\_\_\_\_.

This agreement was drafted by:  
Attorney James J. Wawrzyn  
State Bar No. 1059563



## Council Agenda Item

Meeting Date: February 15, 2022

Agenda Item: Wastewater Utility – Digester Building Roof Replacement

Staff Contact (name, email, phone): Tim Reel, [treel@whitewater-wi.gov](mailto:treel@whitewater-wi.gov), 262-473-0560

### BACKGROUND

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

The original roofing system (1981) included insulation covered with lightweight concrete and a 4-ply fiberglass asphalt and gravel membrane. This system was found to be failing by 1998 and was covered with a 1-Ply Durolast (PVC) membrane system with an expected life cycle of 20 years. The current system has exceeded its expectation and is now in need of replacement. Numerous repairs have been made over the years to extend its life, and most importantly protect the equipment located within. The roofing system proposed will involve tearing off the current membrane system and replacing it with 1.5" of insulation followed by a 60-millimeter-thick synthetic rubber (EPDM) membrane system. This system is cost effective and allows for ease with future repairs due to lack of an adhesive. Four professional roofing contractors who we have worked with in the past were contacted for estimates. Only two of the four responded with interest. Those bids are as follows:

Pioneer Roofing of Johnson Creek, WI	\$71,370.00
F.J.A. Christensen Roofing of Milwaukee, WI	\$92,758.00

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

N/A

### FINANCIAL IMPACT

(If none, state N/A)

The Utility budgeted \$57,000 for this work in the 2022 Capital Improvement Plan. Due to recent and unprecedented cost increases the budget value is short of the low bid. The difference in these values is \$14,370. The cost difference will be covered by Utility cash reserve funds.

### STAFF RECOMMENDATION

Staff recommends continuing forward with the Digester Building roof replacement project and awarding the work to Pioneer Roofing in the amount of \$71,370.00.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

Cost estimate from F.J.A. Christensen  
Cost estimate from Pioneer Roofing



January 19, 2022

Whitewater water treatment  
107 Cty Hwy U  
Whitewater, WI 53190

Re: Budgetary re-roof proposal / Digester Bldg

F.J.A. Christiansen Roofing CO., Inc. is pleased to provide the following information associated with the project listed above. We have inspected the roof per your recent request.

## **Work Scope**

- Set up project to OSHA approved standards for roofing work.
- Remove and dispose the existing #2 ballast stone by means of our vacuum service trucks.
- Remove and dispose of existing membrane, insulation and related sheet metal. Light weight taper concrete to remain.
- Inspect roof insulation for deteriorated or damaged light weight concrete and decking. Any deteriorated decking will be reported to owner and replaced on a time and material basis. insulation
- Furnish and install Two (2) layers of 1.5” Polyisocyanurate insulation.
- Furnish and install 60 mil EPDM roof membrane. 60 mil membrane will be used for all flashing. The flashing membrane will be installed by using approved bonding adhesive.
- Furnish and install EPDM pre-molded pipe flashings for round projections.
- At the base of the perimeter and penetrations we will install an anchoring system (RTS strip) as required by the manufacturer.
- Existing units will be lifted, properly flashed. The units and related gas line need to be disconnected prior to the arrival of the roofing crew. Disconnect and reconnect of HVAC units is not included.
- New No. 2 River washed ballast stone will be installed at a minimum rate of 10 pounds per square foot.
- Fabricate and install 24 ga. Pre-finished galvanized Fascia with a continuous cleat to be installed at existing locations.
- Furnish crane time to move our materials to and from the roof area.

*Dependable Service since 1879*

2101 W. Purdue Street Milwaukee, Wisconsin 53209-0350 | T: 414.445.4141 F: 414.449.4748 | [christiansenroofing.com](http://christiansenroofing.com)

**Exclusions:**

- Plumbing
- Electrical
- Permitting, if needed
- Disconnects of HVAC units
- Deteriorated light weight concrete or decking

We will perform as outlined for the sum of: **\$92,758.00**

The pricing in this proposal is valid for 30 days, however, if there is an increase in price of materials, equipment or products greater than 5% between the date of this proposal and the time when the material is shipped, the contract sum shall be increased to reflect the additional cost to obtain the materials, provided that the contractor gives the customer written notice and documentation of the increased costs.

Please note that some of the materials and products to be used and installed in the construction of this project may become unavailable, delayed in shipment and/or subject to price increases due to circumstances beyond the control of the contractor, including the COVID-19 pandemic. If a specified product is unavailable or shipment is delayed, contractor shall provide written notice to customer and shall be afforded additional time and substitute products may be offered for consideration.

F.J.A. Christiansen Roofing Co., Inc. will warranty our work for two (2) years and will receive a fifteen (15) year manufactures warranty from the date of completion in accordance with the terms and conditions of our standard warranty.

We appreciate the opportunity to provide this information and are looking forward to being of service to you on this project. Please do not hesitate to contact me if you have any questions or require additional information.

We will schedule this work upon confirmation and your request.

Sincerely,



Todd Samuel  
Project Manager  
414-788-2562

FJA Christiansen Roofing Co., Inc.  
*Dependable Service since 1879*

*Dependable Service since 1879*

2101 W. Purdue St. | Milwaukee, WI 53209-0350 | T: 414.445.4141 F: 414.449.4748 | [christiansenroofing.com](http://christiansenroofing.com)



151 Maple Street P.O. Box 277 - Johnson Creek, WI 53038-0277

PHONE (920) 699-2731  
FAX (920) 699-2733

January 6, 2022

Tim Reel  
City of Whitewater  
109 County Highway U  
Whitewater, WI 53190  
Email : [treel@whitewater-wi.gov](mailto:treel@whitewater-wi.gov)

RE: Center Building – Approximately 3,900 Square Feet

Dear Mr. Reel:

Thank you for giving us the opportunity to present you with our quotation for the roofing and sheet metal work at the above referenced project, to be completed according to the following conditions and specifications.

- 1) Remove the existing Duro-Last roof membrane and insulation. On the Center Building we will leave the modified roofing in place as a vapor barrier.
- 2) Loose-lay one-layer of 1.5" isocyanurate roof insulation to the Center roof section.
- 3) Add wood blocking as needed.
- 4) Install 60 mil Ballasted EPDM roof system.
- 5) Install pavers as a walkway up to and around roof top units.
- 6) Install 24 gauge drip edge that covers existing drip edge as discussed with Tim Reel.
- 7) The price for a performance and payment bond is included in our proposal.
- 8) Pioneer Roofing -Twenty (20) year warranty.

**PRICE FOR THE PROPOSED WORK:**

Center Flat Roof → → → → → → → → → **\$71,370.00**



151 Maple Street P.O. Box 277 - Johnson Creek, WI 53038-0277

PHONE (920) 699-2731

FAX (920) 699-2733

January 6, 2022

Tim Reel  
City of Whitewater  
109 County Highway U  
Whitewater, WI 53190  
Email : [treel@whitewater-wi.gov](mailto:treel@whitewater-wi.gov)

This proposal is good for sixty days. Sales tax is excluded.

Snow and ice removal are excluded.

Owner to pay for and provide all permits and necessary on the project.

We are completely covered by public liability, property damage, and workmen's compensation insurance while working on this project.

All work on this project will be done in a neat and thorough manner by experienced roofing and sheet metal mechanics.

We appreciate the opportunity to present this quotation and look forward to working with you on this project. If we can be of further assistance to you, please feel free to contact us.

Sincerely,

PIONEER ROOFING

A handwritten signature in black ink, appearing to read 'Doug Lamers', with a long horizontal flourish extending to the right.

Doug Lamers  
Vice-President



## Council Agenda Item

Meeting Date:	February 10, 2022
Agenda Item:	Citizen Committee Appointments
Staff Contact (name, email, phone):	Cameron Clapper, <a href="mailto:cclapper@whitewater-wi.gov">cclapper@whitewater-wi.gov</a> , 262-473-0104

### BACKGROUND

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

The process for the appointment of board, commission, and committee members is outlined in the Whitewater Municipal Code 2.12.011:

- (a) The city manager and the common council president shall review all board, commission and committee applicants and recommend nominees to the common council.
- (b) After considering the candidates nominated to the various boards, commissions, and committees, the common council shall appoint the members of said boards, commissions, or committees.

The common council president and city manager have received a number of applications for vacant seats on committees and commissions and have completed the necessary interviews.

Applications for new applicants as well as the list of committee vacancies has been included with this memo for your review.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

None

### FINANCIAL IMPACT

(If none, state N/A)

N/A

### STAFF RECOMMENDATION

Recommendations for appointment:

Chux Ibekwe – Community Involvement & Cable TV Commission

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Citizen Service Information Form
2. Board, Committee & Commission Vacancies as of 2/10/2022

**From:** noreply@civicplus.com  
**Sent:** Sunday, December 19, 2021 2:39 AM  
**To:** Lynn Binnie; Kathy Boyd  
**Subject:** Online Form Submittal: Citizen Service Information Form

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

## Citizen Service Information Form

This form is used to apply to City of Whitewater Boards, Committees or Commissions.

---

Date 12/19/2021

---

### Applicant Information

---

First Name Chux

---

Last Name Ibekwe

---

Home Address 1130 Bloomingfield Dr. Apt. 21

---

City Whitewater

---

State WI

---

Zip Code 53190

---

Home Phone Number 920-342-4207

---

Cell Number 678-663-7490

---

Email Address chuxibekwe@hotmail.com

---

### Boards/Committees/Commissions of Interest

---

Select all Boards, Committees & Commissions you are applying for by checking each box: Community Development Authority, Community Involvement & Cable TV Commission, Equal Opportunities Commission, Ethics Committee

---

Give a brief overview of your background, experience, interest, or concerns pertaining to the selected board(s), committee(s) or commission(s).

I am Dr. Chux Ibekwe. I have lived in Whitewater for 28 months. I was on a two-year fixed contract as a management lecturer with UWW. I stayed back with my family after my contract expired because my kids and wife love this city. They call this city home and do not want us to move to any other place. I want to contribute in any little way I can to make this city the home my family craves for.

Optional: Upload  
supportive documents  
(resume, recommendation  
letter, etc.)

[Chux CV.Revised.pdf](#)

---

Indicate whether you are  
available during the day or  
the early evening for a short  
interview with the City  
Manager & Common  
Council President.

I am available during the day.

---

Business/Employer Information

---

Business/Employer Name Walmart Supercenter

---

Business/Employer Address 2785 Milwaukee Rd

---

City Beloit

---

State WI

---

Zip Code 53511

---

Business/Employer Phone  
Number 608-362-0057

---

Reference #1 Full Name Dr. Kelly Delaney-Klinger

---

Reference #1 Address &  
Phone Number Department of Management, College of Business &  
Economics, University of Wisconsin-Whitewater, 809 Starin  
Road, Whitewater, WI 53190. 262-472-3242.

---

Reference #2 Full Name Jonathan Marshall

---

Reference #2 Address &  
Phone Number 1232 W Yoder LN, Whitewater, WI 53190. 262-366-8443

---

Regular Board, Committee and Commission members are expected to attend at  
least three-quarters of the meetings each year. Alternate members are always  
welcome to attend all meetings, but are not required to attend meetings unless  
requested.

---

Email not displaying correctly? [View it in your browser.](#)

Chux Ibekwe, Ph.D., D.M.

1130 Bloomingfield Drive, Apt 21, USA: [chuxibekwe@hotmail.com](mailto:chuxibekwe@hotmail.com): +1678-663-7490

#### CAREER OBJECTIVE:

Dedicated and result oriented manager and lecturer with over 22 years of experience, providing quality management and excellence in teaching through utilization of my skills in the field of small and medium scaled company management as well as teaching in diversified institutions of higher learning. As a manager and educator who integrates values of integrity, dedication to work, maintaining a healthy work environment and executing management and educational plans, competency and honesty in my daily work, I aim to leverage my experience and knowledge to effectively secure a management or teaching position in which my education, training, and skills will be fully utilized.

#### EDUCATION:

- **D.M.**, Colorado Technical University, Denver, Colorado, USA, **Management**, Fall 2018, GPA 3.81
- **Ph.D.** Kennesaw State University, KSU, GA, **International Conflict Management**, Summer 2015, GPA 3.61
- **Graduate Certificate**, Kennesaw State University, KSU, GA. **Leadership and Ethics**, Fall 2013
- **M.S.**, Kennesaw State University, KSU, GA. **Conflict management**. Fall 2009, GPA 3.61
- **BA**, Nnamdi Azikiwe University, Nigeria, **Education/Political Science**. Fall 1992

#### PUBLICATIONS/PEER-REVIEWED JOURNAL ARTICLES:

- Ibekwe, C. (2018). A Qualitative Understanding of The Negative Impacts of Business Offshoring On Nigerian Labor. Colorado Technical University, ProQuest No 10468.
- Ibekwe, C. (2018). Reconciliation: Examining the Charleston AME Tragedy Victims' Forgiveness of Dylann Roof' in Lundy, B.D., Adebayo, A.G., and Hayes, S.W. (ed.) *Atone: Religion, Conflict, and Reconciliation*. New York: Lexington Books.
- Ibekwe, C. (2015). Corruption in Oil Revenue Redistribution and Violent Conflicts in Bayelsa State, Nigeria (Doctoral Dissertation), Kennesaw State University: Digital Commons.
- Ibekwe, C. (2012). Natural Resource conflicts: the Bakkassi lesson for Sudan and the Republic of South Sudan over Abyei. *Journal of Global Initiatives*, 7(1): 65-77.
- Ibekwe, C. and Adebayo, A.G. (2012). "Dreams and nightmares: democratization, elections, and conflicts in Africa" in Adebayo, A.G. (ed.) *Managing African Democratic Transition*. New York: Lexington Books.
- Ibekwe, C. and Ewoh, A.I.E. (2012). Resource control and the rise of militia in the Nigerian Delta Region. *African Social Science Review*, 5(1): 1-13.

#### TEACHING/MENTORING EXPERIENCE:

2019— University of Wisconsin-Whitewater

Wisconsin, USA

##### Lecturer of Management

- Use Learning Management Systems to plan, teach, assess, and advise junior and senior students; teach different sections of management courses such as, Management 301 (Organizational Behavior), Management 486 (Supervisory Management); Collect data on student performances used in planning, program, and university accreditation protocols by accreditation agencies.
- Worked as Management Department Representative in the College of Business & Economics Assessment of Learning Committee; help in creating course learning outcome measurements; assist in assessment, collection, and organization of data for program accreditation purposes
- Worked as a Faculty co-advisor; helped with matters related matters relevant to running a functional student organization in line with university policies and rules

- 2014—2019 Savannah State University Savannah, GA**  
**Political Science Lecturer**
- Used Learning Management Systems in planning, teaching, assessing and advising fresh, sophomore, junior, and senior students on Political Sciences courses, such as POLS 1101 (American Government), POLS 2401 (Global Issues), POLS 3121 (International Law), POLS 4601 (American Foreign Policy), POL 4901 (Research Methods in Political Science), POLS 3401 (Politics of Less Developed Nations), POLS 4000/02 (Special Topics: US-Russia Relations)
  - Actively involved in reviewing student conduct and recommending appropriate disciplinary measures where necessary; recommended in many cases healthy choices for students with behavioral issues; chaired over a dozen meetings of the board
- 2014— 2019 University of West Georgia GA, USA**  
**Online Part-time instructor**
- Used Learning Management Systems in planning, teaching, assessing and advising fresh, sophomore, junior, and senior students on American Government courses
- 1998— 2002 Hilltop University Mkar Benue, Nigeria**  
**Business Studies Instructor**
- Planned, taught, assessed, and advised junior and senior students; taught PAD 1101 (Introduction to Public administration), PAD 12056 (Urban and Local Government Administration), PSC 3201 (African Political Thought), PSC 4102 (Nigerian Foreign Policy), BUS 1342 (Introduction to Business)
- 2012— 2013 Kennesaw State University GA, USA**  
**Teaching Assistant**
- Participated in designing syllabi for POLS 2250 (Introduction to International Relations), POLS 4336 (Politics of Developing World), assisted to teach and grade sophomore and senior students on specific topics such as Theories of international political economy Regional and global organizations, Characteristics of developing areas, Development issues in select third world. Countries, and World development and development aid Designed and directed student in 8 policy simulations on International Relations
- 2008—2011 Kennesaw State University GA, USA**  
**Graduate (Research) Assistant**
- Assisted in training community and multinational corporation negotiators to renegotiate their general memorandum of understanding (GMOU) at Lagos, Nigeria; assisted in the organization of a two-week mediation training for a select group of Nigerian Judges at Kennesaw, Georgia; helped with some simulation cases on Alternative Dispute Resolution (ADR)
  - Led a three-person research team on the economic empowerment of the homeless in South Africa and Ukraine models; modified the models and used them to train 10 homeless people in the Kennesaw area on micro-cooperative practices and linked them to external funding service agencies. Today, they are no longer homeless; assisted in the organization of four roundtable workshops on transparency and accountability in business, not-for-profit, education, and civil service sectors in the State of Georgia. Attendees promised to implement best practiced they learned from the workshops in their workplaces; planned and implemented orientation for incoming student international students; helped overcome cultural shock and properly integrate into the US school environment
  - Assisted in several research efforts directed at finding alternative funding for four international and seventeen local students; helped twenty-one students to get funding for their fall 2008 and spring 2009 semesters; assisted in designing and producing Kennesaw State University's Institute for Global Initiatives' electronic newsletter; Assisted in organizing three International Conferences hosted by the Institute in 2009

## Management Experience

- 2005—2008      Ets Banz Electronique      Port Gentile, Gabon**  
**Regional Manager**
- Directed day-to-day operations and staff management functions that accelerated business success and goal attainment
  - Oversaw merchandizing and sales in 18 stores located in Central and West African regions
  - Led retail teams in the 18 stores located in Central and West African countries to improve the company's sales volume from CFA 38M (\$21, 700) in 2003 to CFA 50.9M (\$30,102) in 2008
  - Reduced personnel turnover in all the stores by 10% during the three years I stayed with the company
  - Trained personnel and scheduling for success in the regional stores
  - Demonstrated solid time management, communication skills and organizational skills, and effective customer service strategies

## FELLOWSHIPS/AWARDS:

- **First Runner up** Global Citizen Award, Kennesaw State University, 2011
- **Honoree**, Who's Who Among Students in American Universities and Colleges, 2010, 2011
- **Outstanding Delegation Award**, National Model African Union, Washington, DC, 2009, 2010
- **Helen Riley Scholarship**, Kennesaw State University, 2009
- **Merit Award**, Department of Political Science and International Affairs, Kennesaw State University, 2009
- **Outstanding Student**, Office of International Student Retention Services, Kennesaw State University, 2008, 2009

## PAPERS/SEMINARS/CONFERENCES:

- Employee Engagement in COVID-19 Era Place, International Human Resource Management for Excellence, ASBM University, India (Fall 2020)
- "Regional Defense of Democracy: The Case of Economic Community of West African States (ECOWAS) in Gambia." 59<sup>th</sup> African Studies Association Conference, Chicago, IL (Fall 2017)
- "Forgiveness and Reconciliation in Post-Conflict Societies: A Study of the 2015 Emmanuel AME Church Massacre in Charleston, South Carolina," 6<sup>th</sup> International Conflict Management Conference, Kennesaw, Georgia (Spring 2016)
- "Anti- or Pro-Corruption: Examining the Effectiveness of Ant-Corruption Laws and Institutions in Managing African Conflicts," San Diego, California (Fall 2015)
- "The Spread of ISIL in Africa and its Implication on the United States National Security Policy," Dean's Salon, Savannah Civic Center, Savannah (Summer 2015)
- "Dreams and nightmares: democratization, elections, and conflicts in Africa." Faculty Colloquium, Kennesaw State University (Fall 2012)
- "Cash for Gun Policy and National Security: An Appraisal of the 2009 Amnesty Program in Nigeria." African Scholars Forum, Atlanta (Fall 2012)
- "The Overlooked Victims of Natural Resource Conflicts: A Study of Nigeria's Niger Delta people." Kennesaw State University Peace Lecture Series (Spring 2012)
- "Youths and Nonviolent Movements in the Contemporary Nigeria." KSU Peace Lecture Series (fall 2011)
- "Natural Resource Conflicts: the Bakkassi Lesson for Sudan and the Republic of South Sudan." Managing African Democratic Transition Conference, KSU (Summer 2011)
- "Resource Control and Rise of Militia in the Nigerian Niger Delta Region." The Western Social Science Association 53<sup>rd</sup> Annual Conference, Utah (Spring 2011)
- "Education can speak many languages." The 11<sup>th</sup> Annual Southeastern Counseling and Education Conference, Savannah (Spring 2010)

#### COMMUNITY SERVICES:

- **Coached Savannah State University Men and Women's Soccer Clubs (2018-2019)**—this was a developmental program with the goal of registering the two clubs in the NCAA competitions by 2019/2020 Academic year
- **Assisted in StepUp Savannah Organization's efforts** to rescue youths and reduce crime in the city of Savannah (2016-2019): served as a courtesy officer. As a courtesy officer, I provided security for officials and victims; served as a responding officer in a domestic violence simulation; assisted in a simulation on how to help domestic violence victims cope with stress; managed a \$400 budget provided by the organization to assist those determined to be in great need
- **Mentored more than 500 fellow students at KSU** on student success strategies such as Study skills, time management, Micro financial management, Intercultural communications; assisted mentees research campus and external resources including available scholarships and cheap books; mentored an Iraqi War veteran on how to transition from the military back to civilian life. He successfully graduated with a baccalaureate degree in business management
- **Remained Active member of Knights of Columbus, St. Pope John Paul II Assembly**, Kennesaw, Georgia, USA: actively participates in fundraising for community projects and assistance to less fortunate communities; assisted in the rehabilitation of an ex-Iraqi veteran's home damaged by flooding; serves on the Eucharistic Ministry of Saint Catherine's Catholic Church in Kennesaw, Georgia; and serves as a church usher when needed
- **Worked as Student representative on KSU's Global Engagement (2008-2013)**: helped formulate University policies on Study Abroad Programs; represented student interests on the Committee; helped bi-weekly meetings with students to update them on the Council's work; communicated student concerns and questions to the council
- **Worked as Community Mentor International Research and Exchanges Board (IREX)**, Washington, DC (summer 2013): mentored an IREX Fellow during her four-month fellowship program in the United States; assisted her with the further development and refining of her follow-on project; continued to mentor and support her now that she is back in her home country implementing her project and managing a women's skill acquisition center
- **Global Society/Model African Union: Led debate teams draft resolutions** and practiced debates on the drafts; led old team members and mentored new ones on how to be an active participant in drafting and debating draft resolutions at regional and national conferences; won individual and team awards for quality of resolution and team work at the regional and national conferences; assisted with the arrangement of transportation and other travel related logistics for conferences; assisted in recruiting and training new team members

#### MEMBERSHIPS AND CERTIFICATIONS:

- University of Wisconsin-Whitewater, Online Blended Teaching Certification (Summer 2020); Savannah State University, Georgia, USA, Online Teaching Re-Certification (Spring 2019); University of West Georgia, Carrollton, Georgia, USA, Online Teaching Certification (Summer 2014); Kennesaw State University, Kennesaw, Georgia, USA, Certificate in Microsoft Office Suite (summer 2011); Kennesaw State University, Kennesaw, Georgia, USA, Certificate in College and University Teaching (2010); Superior Magistrate Court, Marietta, Georgia, USA, Certification in General Civil Mediation Practicum (2009)

#### LANGUAGE SKILLS:

Fluent in English, Igbo, Ikwere, Ijaw, Tiv, Efil; Conversational knowledge in French and Ogoni

#### RESEARCH IN PROGRESS:

- Impact of Staffing Agency on Employee Engagement in Multinational Corporations
- Sustaining Small Businesses in Politically Volatile States: A Study of Small Scale Business Enterprises in the Republic of South Sudan
- Cash for Hostage Release: A Strengthening or Weakening of Nigeria's Boko Haram Terrorist Group?

Should we continue with Structural Adjustment Program? Rethinking the IMF and political economies of developing countries

<b>Board, Committee and Commission Openings as of 02/10/2022</b>		
BC&C	# of Openings	Notes
Board of Zoning Appeals	2	(2 alt)
Community Development Authority	1	
Community Involvement and Cable TV Commission	3	1 Chamber of Commerce rep, 2 reg member
Disability Rights Committee	-	
Equal Opportunities Commission	2	
Ethics Committee	-	
Landmarks Commission	1	
Library Board	-	
Parks & Recreation Board	-	
Pedestrian & Bicycle Advisory Committee	-	
Plan & Architectural Review Commission	2	1 Parks & Rec Board rep, 1 alt member
Police & Fire Commission	-	
Urban Forestry Commission	1	(1 alt)
Whitewater University Tech Park Board	-	
Total	12	



## Council Agenda Item

Meeting Date: 2/15/22

Agenda Item: Beer License for San Jose Grocery, 148 W. Main

Staff Contact (name, email, phone): Michele Smith 262-473-0102 msmith@whitewater-wi.gov

### BACKGROUND

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

Jose Barajas has transferred ownership of the San Jose Mexican Grocery Store to Juana Barajas. Juana is going before the Plan Commission for her Conditional Use Permit on 2/14/22 and will go before the Alcohol Licensing Committee before the Council meeting on 2/15/22. The store is located at 148 W. Main Street, and has been licensed to sell beer. The store has a small deli area in the back where customers can order a beer with their deli food.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

### FINANCIAL IMPACT

(If none, state N/A)

N/A

### STAFF RECOMMENDATION

Recommendation to approve a Class "B" Beer License for Juana Barajas, owner of San Jose Mexican Store, 148 W. Main Street, Whitewater, WI.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. PD approval memo and application for license.

## MEMORANDUM

TO: Michele Smith, City Clerk

FROM: Daniel A Meyer, Deputy Chief

DATE: January 21, 2022

REF: ALCOHOL BEVERAGE LICENSE APPLICATION  
San Jose Mexican Grocery  
148 W Main St, Whitewater WI  
Agent: Juana Barajas

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Effective January 21, 2022, the following information is being supplied on an official basis concerning the license application of the above named party. Only that information which would bear upon this application is recorded. Traffic Violations are excluded.

Pertinent records of the appropriate local and state agencies have been searched as of this date with the following results:

No information was disclosed that would hinder the issuance of the above requested license.

DAM/mh

# Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: \_\_\_\_\_ ending: \_\_\_\_\_  
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the:  Town of } Whitewater  
 Village of }  
 City of }

County of Walworth Aldermanic Dist. No. 1  
(if required by ordinance)

Check one:  Individual  Limited Liability Company  
 Partnership  Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456-1025876506-03</u>	
FEIN Number <u>87 4509894</u>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$
<b>TOTAL FEE</b>	<b>\$</b>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)  
Juana Barajas

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Barajas</u>	<u>Juana</u>		<u>338 Lincoln St., Janesville, WI</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code) <u>8622-4207-3687-01</u>
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code) <u>5-27-73 Mexico-birthplace</u>
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

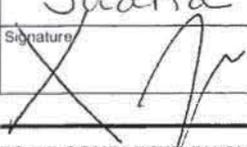
1. Trade Name San Jose Mexican Grocery Business Phone Number 262-473-7577  
 2. Address of Premises 148 W Main St. Post Office & Zip Code Whitewater, WI

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)  
Grocery store building at 148 W Main St.

4. Legal description (omit if street address is given above): n/a  
 5. (a) Was this premises licensed for the sale of liquor or beer during the past license year?  Yes  No  
 (b) If yes, under what name was license issued? Jose J. Barajas

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain**  Yes  No
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? **If yes, explain.**  Yes  No
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain**  Yes  No
9. (a) **Corporate/limited liability company applicants only:** Insert state N/A and date \_\_\_\_\_ of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain**  Yes  No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.**  Yes  No N/A
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government. Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277]  Yes  No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]  Yes  No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?  Yes  No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>Juana Barajas</u>	Title/Member <u>owner</u>	Date <u>1-21-22</u>
Signature 	Phone Number	Email Address

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

# Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Amador Cortez 608-898-8931  
juana.porras9200@gmail.com

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Barajas		Juana			
Home Address (street/route)	Post Office	City	State	Zip Code	
338 Lincoln St.	Janesville	Janesville	WI	53548	
Home Phone Number	Age	Date of Birth	Place of Birth		
262-473-7577	48	5-27-73	Mexico		

The above named individual provides the following information as a person who is (check one):

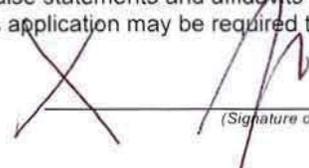
- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- \_\_\_\_\_ of \_\_\_\_\_  
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)  
 which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 31 yrs
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality?  Yes  No  
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality?  Yes  No  
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit?  Yes  No  
 If yes, identify. \_\_\_\_\_  
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?  Yes  No  
 If yes, identify. \_\_\_\_\_  
(Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name <u>Generac</u>	Employer's Address <u>Janesville</u>	Employed From <u>12/20</u>	To <u>12/21</u>
Employer's Name <u>Nasco</u>	Employer's Address <u>Ft. Atkinson WI</u>	Employed From <u>8/20</u>	To <u>12/20</u>

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

  
 \_\_\_\_\_  
(Signature of Named Individual)





## Council Agenda Item

Meeting Date: February 15, 2022

Agenda Item:

Staff Contact (name, email, phone): Chris Bennett (262) 473-0143

### BACKGROUND

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

Neighborhood Services generated a memo detailing code enforcement activities.

### 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. Memo is included below.

## MEMO

Date: 2/10/22

To: City Manager & Common Council

From: Chris Bennett

Re: Code enforcement

Listed below, at the end of the memo, are code enforcement numbers since NSO Ben Stoll left on 12/30/21.

Code enforcement is one of many areas of responsibilities in the Neighborhood Services department. In addition to code enforcement duties the department handles tasks related to mapping, land use, zoning administration and building permits, along with any other tasks as assigned by the City Manager.

The department maintains a data base of violations on a map created last year by GIS Analyst Olivia Pratt. Pratt developed the map under my direction but the final product is the manifest of her considerable talent. It includes violations since 2013, which is when electronic tracking started. The Whitewater Interactive Zoning Violation Map is at <https://www.whitewater-wi.gov/CivicAlerts.aspx?AID=343>

The ordinance requiring parking in one's backyard on a cement/asphalt slab is yet to be enforced. The timing of its passing last fall left would-be offenders little time to get a slab in place before winter. The ordinance is also going to be put in front of Council for modification to allow use of patio stone or similar materials. Enforcement will begin with an information campaign on March 15.

Several code enforcement-related projects are underway, or have been completed by the NS dept. After numerous complaints from the public the department took steps to compel Donna Henry to start cleaning-up her property at 212 E Main – over objections from some on Council. We are also working on, or have worked on, issues at Casual Joe's, along Walton Drive, Newcomb Street, N George Street and Janesville Street and at Casey's on the west side and the east side as a whole. NS is also working on code issues related to prairie grass plantings on the east side, asphalt contractors on the east side and more.

This is in addition to the matters that receive consistent attention – toter violations, grass and snow violations, parking matters, signs in the right of way, indoor furniture used outdoors, and more.

The department's format for keeping records of violations is also under review. Currently, each violation letter requires the same data to be entered four separate times. We are working towards a model that involves one data entry point for all functions.

### **Numbers**

On December 30, 2021 the department issued 130 violation letters for snow on property (12.20.020). In the time since, in 2022, the department's issued 12 similar violation letters. In 2022 the department's ordered snow cleared from three separate properties, with the cost being passed to the property owner.

So far in 2022 –

- 12 snow violations
- 11 toter violations
- 4 storing junk on property

- 1 violation for traffic, parking and access
- 1 for rubbish

The numbers do not include open investigations or verbal warnings issued by NSOs. \$350 in reinspection fees and \$275 in toter fees have been issued in 2022.

### **Open investigations**

- 2 for junked automobiles
- 1 for recycling (street on which toter access is under review)
- 1 for building maintenance and repair
- 4 for screening from view required (totter/dumpsters)
- 2 for junk on property
- 1 for truck, trailer, mobile home and equipment parking restriction

In November, December and January the department issued \$550 in reinspection fees.

- 16 for storing junk on property (7.48)
- 5 for parking on lawns (11.16.030)
- 1 for junked automobiles (5.56)
- 2 for street obstructions (12.08)

### **iPhone submissions**

Status of complaints received by iPhone, which route through Public Relations and Communications Manager Kristin Mickelson.

- 9/18/21 – 236 N Queen – neighbor running loud generator – sound not heard, no additional complaint
- 11/15/22 – 242 N George – cars parked front and back – vehicles not observed
- 1/4/22 – 430 E Milwaukee – snow removal issue and trash cans left out – letter issued for snow violation, cans not seen
- 1/5/22, 1/13/22 – 234 N George – parking in yard – cited reinspection fee, in progress

### **Complaints submitted through city web site**

There is one open complaint on the city web site.

- 1/4/22 – 319 W James – Casual Joe’s parking – working the matter with the City Attorney