

City of  
**WHITEWATER**

**COMMON COUNCIL AGENDA**

Common Council Meeting

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

**Tuesday, March 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 AGENDA AS OF 1:30 P.M. 3/14/2022 TO ADD EXECUTIVE SESSION ITEM**

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

**262-473-0108**

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

**When: Mar 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/89972133196?pwd=NE9RVVVyQjFvMGVtVUI3WEN0SHF0QT09>**

**Passcode: 256776**

**Or Telephone:**

**US: +1 929 205 6099**

**Webinar ID: 899 7213 3196**

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

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

**1. REQUEST FOR APPROVAL TO AMEND AGENDA WITH LESS THAN 72 HOURS NOTICE, AS REQUIRED BY CITY OF WHITEWATER TRANSPARENCY ORDINANCE.**

**CONSENT AGENDA:**

CA-A	Approval of payment of invoices processed through 3/7/22.	P. 1
CA-B	Acknowledgement of Receipt and Filing of the Following: *Landmarks Commission minutes of 2/3/22. – P. 5 *Public Works Committee minutes of 1/11/22. – P. 11 *Urban Forestry Commission Minutes of 1/24/22. – P. 18	n/a
CA-C	Expedited Approval of the Following Items, per City Staff Recommendation: C-7, C-8, C-9	n/a

**STAFF REPORTS:**

- 1) Presentation on property assessment changes.
- 2) Parks and Recreation Director – Update on Lakes Dredging Project.
- 3) Report on Police Department Community Crisis Liaison.

**CITY MANAGER UPDATE.**

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**PUBLIC HEARING REPORTING PROJECT PROGRESS AND TO RECEIVE INPUT FROM LOCAL COMMUNITY REGARDING THE WATER TOWER (CDBG PROJECT).**

**RESOLUTIONS:**

R-1	Resolution Awarding the sale of \$5,195,000 General Obligation Corporate Purpose bonds, Series 2022A. (Finance Director Request)	P. 27
R-2	Resolution authorizing sale of Real Estate and approval of Development Agreement with Property X LLC, for sale of vacant land in Business Park. (CDA Director Request)	P. 46

**ORDINANCES – First Reading - None.**

**ORDINANCES – Second Reading**

O-1	Amendment of Whitewater Technology Park Zoning. (Neighborhood Services Director Request).	P. 67
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**CONSIDERATIONS:**

C-1	Approval of amendment to Development Agreement with Bower’s House LLC, for redevelopment of building at 183 W. Main Street. (CDA Director Request).	P. 72
C-2	Request for approval of Task Order 22-03 with Strand Associates for Street Maintenance. (DPW Director Request).	P. 82
C-3	Discussion regarding possible Referendum advisory committee and request for direction. (City Manager Request).	P. 85
C-4	Request for approval of a Multi-Discharger Variance Watershed Plan Agreement with Wisconsin DNR for conversion of agricultural fields to tall prairie grass. (DPW Director Request).	P. 87
C-5	Request for approval of consultant to serve as advisor through Fire Department transition / integration process. (City Manager Request).	P. 98
C-6	Request for award of bid for Yoder Lane Reconstruction Contract to Fischer Excavating. (DPW Director Request).	P. 116
C-6a	Request for award of E. Main Street reconstruction project to Rock Road Co. (DPW Director Report).	P. 123
*C-7	Appointment of Jacob Gildemeister as citizen member to Community Development Authority Board. (City Manager Request).	P. 133
*C-8	Authorizing the City Manager and City Clerk to sign a Consent and Estoppel document that waives the City of Whitewater’s rights (if any exist), under the business park covenants, to repurchase the property located at 411 N. Newcomb Street, Whitewater, Wisconsin. (City Attorney Request).	P. 136
*C-9	Request for approval of “Class B” Beer and Liquor License for Gus’ Pizza, 139 W. Main Street, Whitewater. (City Clerk Request).	P. 143
C-10	Councilmember Requests for Future Agenda Items and/or Future POLCO questions.	n/a
C-11	<b><u>EXECUTIVE SESSION.</u></b> Adjourn to closed session, <b>NOT TO RECONVENE</b> , pursuant to Wisconsin Statutes 19.85(1)(g) “Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.” Item to be Discussed: Claim filed against the City concerning Public Construction bidding requirements for the Cravath and Trippe Lake dredging project.	n/a

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C-11	Adjournment.	n/a

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Report Criteria:

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

GL Period	Vendor	Vendor Name	Description	Invoice Date	Net Invoice Amount	GL Account Num
<b>CHILDS PHD SC, CRAIG D</b>						
322	6517	CHILDS PHD SC, CRAIG D	NEW HIRE EVALUATION- STRAIN	03/04/2022	475.00	100-52600-219
Total CHILDS PHD SC, CRAIG D:					475.00	
<b>CITIES &amp; VILLAGES MUTUAL INSURANCE CO</b>						
322	6478	CITIES & VILLAGES MUTUAL IN	2Q22 WORKERS COMP	03/01/2022	30,504.00	100-21532
Total CITIES & VILLAGES MUTUAL INSURANCE CO:					30,504.00	
<b>DEPT OF UTILITIES</b>						
322	1	DEPT OF UTILITIES	431 W CENTER ST-LIBRARY	03/01/2022	271.42	100-55111-221
322	1	DEPT OF UTILITIES	COMMUNITY GARDENS	03/01/2022	8.50	100-51600-221
322	1	DEPT OF UTILITIES	GARAGE STORAGE BLDG-CITY GARAGE BLDING	03/01/2022	48.63	100-53230-221
322	1	DEPT OF UTILITIES	KILAR FIELD OF DREAMS	03/01/2022	14.05	100-53270-221
322	1	DEPT OF UTILITIES	313 W WHITEWATER ST-DEPOT	03/01/2022	58.68	100-51600-221
322	1	DEPT OF UTILITIES	424 W FOREST ST-LIBRARY RENTAL	03/01/2022	35.81	220-55110-227
322	1	DEPT OF UTILITIES	336 N FREMONT ST	03/01/2022	35.81	100-51600-221
322	1	DEPT OF UTILITIES	1127 E BLUFF RD	03/01/2022	6.17	630-63440-350
322	1	DEPT OF UTILITIES	WELL 8-INDIAN MOUND	03/01/2022	3.41	610-61935-220
322	1	DEPT OF UTILITIES	PARKING LOT I	03/01/2022	11.11	208-51920-650
322	1	DEPT OF UTILITIES	PARKING LOT J	03/01/2022	14.81	208-51920-650
322	1	DEPT OF UTILITIES	HILLSIDE CEMETARY	03/01/2022	72.12	100-51600-221
322	1	DEPT OF UTILITIES	BATH HOUSE-TRIPP	03/01/2022	38.64	100-53270-221
322	1	DEPT OF UTILITIES	ARMORY	03/01/2022	515.41	100-51600-221
322	1	DEPT OF UTILITIES	PARK COMMUNITY BLDG-SENIOR CTR	03/01/2022	295.67	100-53270-221
322	1	DEPT OF UTILITIES	NORTH PARK MANHOLE-CRAVATH LAKE	03/01/2022	14.67	100-53270-221
322	1	DEPT OF UTILITIES	215 S FREMONT ST-CRAVATH LK FRONT BLDG	03/01/2022	227.33	100-53270-221
322	1	DEPT OF UTILITIES	SKATE PARK	03/01/2022	46.14	100-53270-221
322	1	DEPT OF UTILITIES	1105 E BLUFF RD	03/01/2022	6.17	630-63440-350
322	1	DEPT OF UTILITIES	502 E CRAVATH	03/01/2022	4.32	630-63440-350
322	1	DEPT OF UTILITIES	PARKING LOT G	03/01/2022	44.42	208-51920-650
322	1	DEPT OF UTILITIES	PARKING LOT D	03/01/2022	23.45	208-51920-650
322	1	DEPT OF UTILITIES	CDA-NEWCOMB ST PARKING PAD	03/01/2022	123.40	208-51920-650
322	1	DEPT OF UTILITIES	PARK SKATING BLDG	03/01/2022	23.72	100-51600-221
322	1	DEPT OF UTILITIES	ROUND ABOUT	03/01/2022	8.50	100-51600-221
322	1	DEPT OF UTILITIES	WHITE BLDG	03/01/2022	127.68	100-51600-221
322	1	DEPT OF UTILITIES	STARIN PARK	03/01/2022	35.81	100-53270-221
322	1	DEPT OF UTILITIES	PUBLIC SAFETY BLDG	03/01/2022	666.52	100-51600-221
322	1	DEPT OF UTILITIES	E SIDE PARK	03/01/2022	23.06	100-51600-221
322	1	DEPT OF UTILITIES	342 N FREMONT -CITY PURCH 12/17	03/01/2022	14.56	100-53270-221
322	1	DEPT OF UTILITIES	1115 E BLUFF RD	03/01/2022	6.17	630-63440-350
322	1	DEPT OF UTILITIES	WELL 8-E COMMERCIAL AVE	03/01/2022	6.17	610-61935-220
322	1	DEPT OF UTILITIES	PARKING LOT H	03/01/2022	20.36	208-51920-650
322	1	DEPT OF UTILITIES	WATER PLANT	03/01/2022	35.17	610-61935-220
322	1	DEPT OF UTILITIES	580 S ELIZABETH ST-AQUATIC CTR	03/01/2022	2,155.60	247-55700-221
322	1	DEPT OF UTILITIES	CENTER ST SKATING RINK	03/01/2022	143.88	100-53270-221
322	1	DEPT OF UTILITIES	LIBRARY FOUNTAIN/BUBBLER-BIRGE FOUNTAIN	03/01/2022	18.37	100-51600-221
322	1	DEPT OF UTILITIES	GARAGE & BUBBLER	03/01/2022	353.61	100-53230-221
322	1	DEPT OF UTILITIES	PARK STAND PIPE	03/01/2022	14.67	100-51600-221
322	1	DEPT OF UTILITIES	CRAVATH LAKE PARK-STORMWATER	03/01/2022	14.05	100-51600-221
322	1	DEPT OF UTILITIES	407 W CENTER ST-LIBRARY RENTAL	03/01/2022	14.56	220-55110-227
322	1	DEPT OF UTILITIES	206 E CRAVATH - CDA	03/01/2022	35.81	100-15205

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322	1	DEPT OF UTILITIES	1221 INNOVATION CTR	03/01/2022	467.16	920-56500-221
322	1	DEPT OF UTILITIES	CARRIAGE DR PUMP HOUSE	03/01/2022	7.40	610-61935-220
322	1	DEPT OF UTILITIES	PARKING LOT C	03/01/2022	12.34	208-51920-650
322	1	DEPT OF UTILITIES	WASTEWATER STORMWATER	03/01/2022	131.29	620-62860-220
Total DEPT OF UTILITIES:					6,256.60	
<b>DIGICORP INC</b>						
322	4864	DIGICORP INC	2 FACTOR AUTH FOR VPN TUNNELS	02/21/2022	1,790.00	100-51450-225
322	4864	DIGICORP INC	2022 SHORECARE PARTNERSHIP SUPPORT	02/28/2022	3,737.00	100-51450-225
Total DIGICORP INC:					5,527.00	
<b>HYDRO CORP INC</b>						
322	9376	HYDRO CORP INC	FEB 2022 CROSS CONNECT INSP&REPORT SVCS	02/28/2022	3,924.00	610-61923-210
Total HYDRO CORP INC:					3,924.00	
<b>JAMES LEASING LLC</b>						
322	8438	JAMES LEASING LLC	FEB 2022 COPIER LEASE	02/28/2022	91.24	100-51400-310
322	8438	JAMES LEASING LLC	FEB 2022 COPIER LEASE	02/28/2022	47.91	100-53300-310
322	8438	JAMES LEASING LLC	FEB 2022 COPIES CHARGE	02/28/2022	388.78	100-51400-310
322	8438	JAMES LEASING LLC	FEB 2022 COPIES CHARGE	02/28/2022	22.22	100-53270-310
322	8438	JAMES LEASING LLC	FEB 2022 COPIES CHARGE	02/28/2022	15.25	630-63300-310
322	8438	JAMES LEASING LLC	FEB 2022 COPIER LEASE	02/28/2022	114.85	100-51500-310
322	8438	JAMES LEASING LLC	FEB 2022 COPIER LEASE	02/28/2022	48.63	610-61921-310
322	8438	JAMES LEASING LLC	FEB 2022 COPIES CHARGE	02/28/2022	15.89	100-51200-310
322	8438	JAMES LEASING LLC	FEB 2022 COPIES CHARGE	02/28/2022	45.38	620-62820-310
322	8438	JAMES LEASING LLC	FEB 2022 COPIER LEASE	02/28/2022	128.71	100-53100-310
322	8438	JAMES LEASING LLC	FEB 2022 COPIER LEASE	02/28/2022	49.92	620-62820-310
322	8438	JAMES LEASING LLC	FEB 2022 COPIES CHARGE	02/28/2022	66.92	100-52100-310
322	8438	JAMES LEASING LLC	FEB 2022 COPIES CHARGE	02/28/2022	34.13	610-61921-310
322	8438	JAMES LEASING LLC	FEB 2022 COPIER LEASE	02/28/2022	115.88	100-52100-310
322	8438	JAMES LEASING LLC	FEB 2022 COPIER LEASE	02/28/2022	219.86	220-55110-310
322	8438	JAMES LEASING LLC	FEB 2022 COPIES CHARGE	02/28/2022	59.82	100-51500-310
322	8438	JAMES LEASING LLC	FEB 2022 COPIES CHARGE	02/28/2022	18.20	900-56500-310
322	8438	JAMES LEASING LLC	FEB 2022 COPIES CHARGE	02/28/2022	109.68	220-55110-310
Total JAMES LEASING LLC:					1,593.27	
<b>JOHN DEERE FINANCIAL</b>						
322	6276	JOHN DEERE FINANCIAL	VAC MACHINE PARTS	02/08/2022	73.56	630-63440-350
Total JOHN DEERE FINANCIAL:					73.56	
<b>JOHNS DISPOSAL SERVICE INC</b>						
322	42	JOHNS DISPOSAL SERVICE IN	MAR 2022 GARBAGE	03/07/2022	23,637.90	230-53600-219
322	42	JOHNS DISPOSAL SERVICE IN	MAR 2022 BULKY	03/07/2022	5,026.45	230-53600-219
322	42	JOHNS DISPOSAL SERVICE IN	MAR 2022 RECYCLE	03/07/2022	10,460.45	230-53600-295
Total JOHNS DISPOSAL SERVICE INC:					39,124.80	
<b>KB SHARPENING SERVICES INC</b>						
322	110	KB SHARPENING SERVICES IN	17 MOWER BLADES, 2 CHIPPER BLADES SHARPENED	01/26/2022	151.00	100-53270-359
Total KB SHARPENING SERVICES INC:					151.00	

GL Period	Vendor	Vendor Name	Description	Invoice Date	Net Invoice Amount	GL Account Num
<b>LAKESIDE INTERNATIONAL TRUCKS</b>						
322	3670	LAKESIDE INTERNATIONAL TR	#223 DEF FUEL ADDITIVE	02/10/2022	39.80	620-62830-355
Total LAKESIDE INTERNATIONAL TRUCKS:					39.80	
<b>MARTELLE WATER TREATMENT INC</b>						
322	8957	MARTELLE WATER TREATMEN	CHLORINE AND FLOURIDE	02/23/2022	2,059.81	610-61630-341
Total MARTELLE WATER TREATMENT INC:					2,059.81	
<b>MIDWEST METER INC</b>						
322	9225	MIDWEST METER INC	340-3/4" METERS, 1-1" METER	02/25/2022	21,225.00	610-61936-823
Total MIDWEST METER INC:					21,225.00	
<b>OPPORTUNITIES INC</b>						
322	5162	OPPORTUNITIES INC	CROSS CONNECTION SURVEY FORMS	02/15/2022	402.50	610-61653-350
Total OPPORTUNITIES INC:					402.50	
<b>PETE'S TIRE SERVICE INC</b>						
322	727	PETE'S TIRE SERVICE INC	#498 FLAT TIRE REPAIRS	03/03/2022	40.00	100-53320-353
Total PETE'S TIRE SERVICE INC:					40.00	
<b>PHIL'S ELECTRIC DRAIN SVC LLC</b>						
322	9352	PHIL'S ELECTRIC DRAIN SVC L	CAMERA MAIN TO INSPECT	02/23/2022	185.00	620-62860-357
Total PHIL'S ELECTRIC DRAIN SVC LLC:					185.00	
<b>RADICOM INC</b>						
322	795	RADICOM INC	2022 RF RADIOS MAIN CONTRACT	02/17/2022	11,308.80	100-52600-292
322	795	RADICOM INC	RADIO SPEAKER REPAIR	03/07/2022	169.30	100-52110-242
322	795	RADICOM INC	2 YEAR SUPPORT FOR SOLACOM 911 COUNSOLES	03/07/2022	17,436.80	100-52600-295
Total RADICOM INC:					28,914.90	
<b>STOUT CONSTRUCTION INC</b>						
322	9377	STOUT CONSTRUCTION INC	CRAVATH & TRIPP DREDGING THRU 02/26/22	02/28/2022	243,967.25	450-58100-829
Total STOUT CONSTRUCTION INC:					243,967.25	
<b>SWITS</b>						
322	2038	SWITS	FEB 2022 INTERPRETING SVCS	03/01/2022	620.00	100-52110-219
Total SWITS:					620.00	
<b>TDS</b>						
322	8137	TDS	MARCH 2022 911 LINES	02/28/2022	351.60	100-52600-225
Total TDS:					351.60	
<b>WATER WELL SOLUTIONS WI LLC</b>						
322	4323	WATER WELL SOLUTIONS WI L	WELL #7 PUMP SERVICE/REPAIR	02/28/2022	10,664.12	610-61620-350
Total WATER WELL SOLUTIONS WI LLC:					10,664.12	

GL Period	Vendor	Vendor Name	Description	Invoice Date	Net Invoice Amount	GL Account Num
WI MUNICIPAL JUDGES ASSOC						
322	2205	WI MUNICIPAL JUDGES ASSOC	2022 DUES-JUDGE PATRICK TAYLOR	03/01/2022	100.00	100-51200-320
Total WI MUNICIPAL JUDGES ASSOC:					100.00	
Grand Totals:					396,199.21	

Dated: 03/09/2022

Finance Director: Steve Hatton

Report Criteria:

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



**City of**  
**WHITEWATER**

**Whitewater Landmarks Commission**

**MINUTES**

**Thursday, February 3, 2022 – 6:00 PM**  
**Municipal Building, Cravath Lakefront Room**  
**312 W Whitewater St, Whitewater, WI 53190**

**Call to Order and Roll Call**

- Chairperson Blackmer called the meeting to order at 6:00 PM.

Present: Patricia Blackmer, Ben Adamitus, Karen Coburn, Ken Kienbaum, Dan Richardson, Lukas Schreiber

Absent: None

Staff present: Olivia Pratt

Others: Richard Helmick, Kori Oberle

**Approval of Agenda**

- Schreiber made a motion to approve the Agenda for this meeting, seconded by Adamitus.

Ayes: Blackmer, Adamitus, Coburn, Kienbaum, Richardson, Schreiber

Noes: None

Abstained: None

Absent: None

The motion passed by unanimous vote.

**Approval of Meeting Minutes**

- Schreiber made a motion to approve the minutes from January 6, 2022 with a second by Adamitus.

Ayes: Blackmer, Adamitus, Coburn, Kienbaum, Richardson, Schreiber

Noes: None

Abstained: None

Absent: None

The motion passed by unanimous vote.

**Hear Citizen Comments:** No formal Landmarks Commission 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 Commission discusses that particular item.

**Set date of next meeting** – March 3, 2022 at 6pm

## **Reports**

- Update on Birge Fountain Committee Ordinance Repeal, Landmarks Commission Oversight

Chairperson Blackmer states that at this point in time, the ordinance repeal has not been posted in the Whitewater Register. Therefore, the ordinance has not been officially repealed although it was repealed at the Common Council meeting without a second reading. Schreiber says that although it still needs to be posted, he believes that the repeal is in effect 24 hours after voting takes place.

- Update on City Manager's Plan for the Effigy Mounds Preserve

Chairperson Blackmer spoke with Eric Boettcher regarding Effigy Mounds and Walton Oaks Park. Midwest Prairie was hired to clear brush at both sites, but has not yet made any attempt to be there as the weather has not been cooperative and they have had other projects to finish up. Boettcher will be in contact to figure out their start date. Effigy Mounds will be done first, then they will move onto Walton Oaks.

Commission member Coburn brings up money that she heard about at the Urban Forestry Committee meeting that has been given towards the restoration of Effigy Mounds and Walton Oaks. She asks if any of that money will go towards the brush cleanup. Blackmer responds that she knows nothing of that money and as far as she knows, the funding for the brush cleanup was part of Boettcher's leftover budget.

## **Unfinished Business**

- Student application for Landmarks Commission

Emma, the new president of the archaeology department at UW Whitewater, has expressed interested in joining the Landmarks Commission, but has not yet applied. She has been given information on where to find the materials required to apply.

- Library display case ideas for May

It was decided that the original idea of showing the full process of becoming a landmark may be too convoluted for the small space available in the library. Another possible avenue to pursue is city owned historical property such as the bell at the fire station. Walton Oaks and Effigy Mounds would be nice to show, but it is unknown if substantial progress would be completed by May. Commission member Adamitus wonders if there would be any specific landmark that would be beneficial to spotlight for the years forward, such as the Birge Fountain.

- Continued postings on TheClio – White Memorial Library.

Blackmer has submitted the White Memorial Library to be added to TheClio postings of historical landmarks. This adds to the educational component of the Landmarks Commission.

## **New Business**

- Heritage Day Tour (planning for 2023 Birge Fountain 120<sup>th</sup> Anniversary)  
Citizen Oberle proposes using the 2019 Heritage Day model for the 2023 Heritage Day event. The focus being Birge Fountain and the main objective being to raise funds to restore the fountain – not maintain it. Following that model, there would be a number of community groups and organizations helping throughout the event. Oberle asked the Landmarks Commission to be a primary partner with the event (document attached.) The proposal is still a draft and open for any changes. Oberle suggests the Landmarks Commission, Historical Society, and Downtown Whitewater get together in the next few months for a broad discussion to figure out tour elements.
- Survey Completed for Certified Local Government Status  
An annual survey must be completed to keep status as a CLG. Blackmer completed the survey and had it sent to Jason Tish, the Certified Local Government Coordinator for the Wisconsin Historical Society.
- Wisconsin Association of Historic Preservation Commissions Conference  
The conference will be held April 29-30, 2022 in person and virtually. Blackmer sent the Commission members information by email. In the past, the Commission was able to offset some of the costs for individuals to attend, which will be looked into again this year. Though the City is a member of the association, there is still a fee for individual attendance.

## **Future Agenda Items**

- Heritage Day tour ideas
- Library display case ideas
- Update on City Manager's Plan, Birge Fountain Committee, and Walton Oaks Park

## **Adjournment**

- Blackmer adjourned the meeting at 6:35 p.m.

Respectfully submitted,  
Olivia Pratt, Staff Representative

# Whitewater Heritage Day 2023

## Birge Fountain: The Heart of Whitewater

### Event Design (as of January, 2022)

- Event Date: TBD (last WHD was Sunday, June 23, 2019; 10am to 4pm)
- Event Objectives:
1. Fundraising for professional restoration of fountain by 2027
  2. Raise awareness of fountain as icon of Whitewater & preservation ethic
    - a. located on site of early public school house attended by donor of fountain, Julius C. Birge, (now a City park)
    - b. given to all residents by early resident Julius C Birge, therefore everyone has the right and the responsibility to care for it,
    - c. plant seeds to grow value of cultural preservation ethic, specifically within K-12 sector of Whitewater community, (“pennies in the fountain” drive; co-creation of theme song for event, performed at fountain ceremony; study & creation of 1 & 2-dimensional art, poetry, rap, storytelling by individuals & groups; etc.)
    - d. located in heart of city, heart of Historic District, also Birge’s “symbol” for “the water that brings life and music”, meaning Whitewater Creek (powered flour mill, point around which streets laid out)

Event Description: Imagine a mild sunny weekend day in downtown Whitewater, focused on the outdoor, antique, artistic sculpture that has served as the heart of our community since 1904: The Birge Fountain. Most of this event will occur outdoors within the Flat Iron Park where the fountain stands. Indoor components will include an exhibit of fountain and local history arts, both historic and contemporary, within the adjacent White Memorial Building sponsored by the Whitewater Arts Alliance. Day’s schedule will include fountain ceremony early p.m., featuring speakers as well as K-12 performers sharing curated poetry and music inspired by the fountain and Mr. Birge’s poetic writings about the fountain and Whitewater. A walking tour may be available, perhaps focusing on Birge family related structures and sites, such as the Stone Mill site, the Central Block at 147-151 W. Main Street, where Julius’ father, William Birge, had a dry goods and hardware store, the William Birge house located on W. Main across from the Bassett House. The tour might also feature the Main Street Historic District, in the middle of which the Birge Fountain stands. Perhaps there would be a parade from the Stone Mill site down Main Street, culminating at the fountain, immediately before the ceremony. Parade activities might include artfully removing a small quantity of water from Whitewater Creek at the banks of the Stone Mill site, and carrying it with dignity to the fountain, where it is ceremoniously poured into the large basin of the fountain, to feature Julius Birge’s “honoring the water that brings life and music” quote from his 1903 fountain dedication speech. Parade participants may include K-12 students and teachers that have created original art and music honoring our fountain. Homemade scones and iced tea might be served from the lower level of the church across the street and/or from vendors located on the Flat Iron Park. Perhaps, while waiting for the parade and subsequent ceremony to begin, a sort of Savory Sounds musical performance takes place exactly where it always does: on the steps of the White Memorial Building. Musical selections could include those created for this event by students and/or music from the 1903 period.

Revenue Streams:	<ol style="list-style-type: none"> <li>1. Sale of commemorative booklet containing fountain images, history, memories; slice of local life tidbits at time of gift, 1903, from local newspapers; Birge’s dedication remarks; all local landmarks; tour map if tour component develops; etc. (costs of booklet production covered by Whitewater Community Foundation Grant and private sponsorship so all booklet sales revenue goes to fundraising project)</li> <li>2. cash donations before, during &amp; after event, including “pennies in the fountain” drive at K-12</li> <li>3. food/drink sales day of event</li> <li>4. silent auction (curated to reflect event’s objectives)</li> <li>5. if tour component develops, “ticket” cost is buying a commemorative booklet</li> <li>6. Yes, people may attend event and fountain ceremony and WAA exhibit all free, but that’s okay! They will be encouraged to donate as they can and hopefully day’s event will inspire all to contribute. (Must buy booklet to enter tour destinations and/or join docented-walking tour.)</li> </ol>
Partners Confirmed:	<p>Whitewater Arts Alliance (fountain-related exhibit, restroom access);</p> <p>The Book Teller (point of sale for commemorative booklet, open-mic site for performance of event-specific poetry, rap, stories, music, dance)</p>
Partners Yet to Invite:	<p>Whitewater Landmarks Commission; Whitewater Historical Society; Downtown Whitewater Inc.; (walking tour or interior tour or combo of Historic District properties and flour mill site and Birge downtown building site, TBD)</p> <p>English Lutheran Church (lower level kitchen &amp; eating area for food sales &amp; consumption, restroom access, parking lot access)</p> <p>City of Whitewater (parking lots access, event permit, permission to close North Street between Main and Park Streets, picnic tables/tables/chairs on fountain park...)</p> <p>Irvin L. Young Memorial Library (waive use fee on all historic photos &amp; maps in collection for use in commemorative booklet, event promotion)</p> <p>Whitewater Unified School District (work w/k-12 faculty in arts, social science, language arts to inspire &amp; inform students to create original expressions related to fountain as heart of city)</p> <p>Chamber of Commerce, Tourism Commission (assistance w/promotion distribution)</p> <p>Community groups/clubs TBD that wish to provide food tent on fountain park...</p>
Pandemic-Proof?	<p>Or, can any of this planning &amp; implementing safely happen should yet another Covid-19 variant be rampaging during planning and/or at the time of this event? The majority of planning can happen virtually as needed. Active Covid disease will alter the event’s final design, specifically the performance and food/drink consumption components, and any interior building tours. However, booklet sales and fundraising can continue... And, event date can be postponed...</p>
Next Steps	<p>Invite and confirm potential partners</p>

Determine and confirm fiscal agent (to request & receive Community Foundation Grant; to receive & hold cash donations, booklet sales, event proceeds, etc)

Convene first Planning Committee meetings with representative from each confirmed partner

Determine event date, starting & ending times, and all components of event



Public Works Committee  
Tuesday, January 11, 2022  
6:00 p.m.  
Community Room  
Municipal Building - 1<sup>st</sup> Floor  
312 W. Whitewater St  
Whitewater, WI 53190

### MINUTES

**1. Call to order and roll call.**

The meeting was called to order by McCormick at 6:00 p.m.

Present: McCormick, Allen, Schreiber

Others: Brad Marquardt

**2. Approval of minutes from October 12, 2021.**

A motion to approve the minutes from the October 12, 2021 meeting was made by Schreiber and seconded by Allen.

Ayes: All via voice vote (3)

Noes: None

**3. Hearing of Citizen Comments**

There were no citizen comments at that time.

**4. New Business**

**a. Discussion and Possible Action regarding an additional street light near 270 George Street.**

This request was brought forth by Mr. Doug Behrens, 270 George St. Mr. Behrens asked what the process was to get another street light toward the end of George St. Currently, there are mid-block street lights; however, George St. is a very long block. Distances between those lights (south to north) are approximately 205 feet, 160 feet and 430 feet. Marquardt spoke with WE-Energies and there would be two poles available to add another street light. According to WE Energies, they would suggest installing a light on the existing pole located at 270 George Street. The new light would be approximately 200 feet north of the light at 256/266 George Street and 230 feet from the light at the end of the cul-de-sac. According to WE Energies, there would be an upfront cost of approximately \$150 to install the street light. The monthly cost for the additional light would be \$12.73.

Due to the distance between existing lights, along with no sidewalk on either side of the street, staff recommended the approval of installing a new street light at 270 George Street.

A motion to approve this request of adding an additional street light at 270 George St. was made by Allen and seconded by Schreiber.

AYES: McCormick, Schreiber, Allen. NOES: None. ABSENT: None.

**b. Discussion and Possible Action regarding Public Information Meeting comments for Yoder Street and E. Main Street reconstruction projects.**

E. Main Street, from Newcomb to Bluff Road, and Yoder Street, from Hyer Lane to the west, are scheduled for reconstruction in 2022. Marquardt stated a Public Information Meeting was held on December 16, 2021. A letter that was sent out to property owners and tenants on E. Main St., East St., Oak St., Yoder Ln. and Salisbury Ln.

There were two residents in attendance from E. Main St. and their comments where that E. Main St. is a snowmobile route. Snowmobiles use the south ditch line to get to Willard St., 841 and the Mobil gas station and Newcomb St. to get to Casey's. It is marked as a snowmobile route. Based on these comments Marquardt will have discussions with the snowmobile club moving forward regarding if they can relocate or what their intention might be with having curb and gutter in that area.

Another item brought up by a resident on Main St. was more semi use than staff may have realized.

Another item from a resident was a heaving issue on Oak St. They wanted to make sure the City was aware of this issue.

From Yoder Ln. they had two property owners in attendance from the north side who own rental units and one tenant. The main topic on Yoder Ln. was the need for sidewalks on both sides of the street. The residents (from the north side) who attended stated there was not a need for a sidewalk on the north side and stated it should only be on the south side. Their main reasoning for this was parking and by putting in a sidewalk, the City would be eliminating a parking stall in their driveway. They said they were also aware that the garages were full of items and that people cannot park in those garages. So, they are already losing a parking space because of that issue.

Others items brought up were circulation with traffic while turning off Hyer Ln. People do not realize they cannot head south at the end of Yoder Ln., which is basically a short cut to get to Walmart. Also, traffic leaving the CEC parking lot wanting to head south is marked as a one-way northbound. It is not wide enough to allow two-way traffic along that area. When that was being designed one of the stipulations that needed to be included was a one-way north to allow people to get to the parking lot with Yoder Ln. as the exit. A decision will be made regarding what kind of signage to include with the project to better articulate this to the traveling public.

Marquardt stated based on the comments he doesn't feel the need to change any of the design parameters on E. Main St. In addition, he does not recommend changing the design on Yoder Ln., which includes keeping the sidewalk on both sides.

Marquardt stated he does not need a motion to this item unless someone wants to make a change to the design on Yoder Ln. that eliminates a sidewalk. He stated this body did vote to include sidewalks on both sides previously and that is what Strand based their design plan on.

Allen commented there is an ordinance stating we do need sidewalks on both sides of any new construction. Marquardt stated, yes, as much as possible. Allen stated it may not be necessary on a cul-de-sac, but this is not one.

The Public Works Committee decided to leave the design as is.

**c. Discussion and Possible Action regarding the status of meeting the Phosphorus limits at the Wastewater Treatment Facility.**

Marquardt stated there will be changes coming to our phosphorus limit. It will go from 1.0mg/L to 0.075mg/L. Therefore, we need to report to the DNR on how we are going to accomplish this change.

Tim Reel stated the State of Wisconsin implemented some phosphorus regulatory rules back in 1992. With that change, the WWTP constructed a new building in 1997 that would chemically treat phosphorus with aluminum sulfate. That building went online in 2000. At that time, the permit level for effluent phosphorus was 1.0mg/L. With that, there were still many water quality concerns.

The State of Wisconsin then came back in 2010 and passed what they called a phosphorus rule, which was an update to those existing regulations. What that meant for Whitewater was the new permit limit was going from 1.0mg/L to 0.075mg/L. As part of the rule package, the DNR knew it was going to be costly to meet those new limits. Therefore, they gave municipalities up to two permit cycles to meet the limits and one cycle is five years. We have now passed that limit. Our current permit expires on March 31, 2022. Our facility had an upgrade in 2016 to 2018 and we took the opportunity to move from a chemical phosphorus treatment process to a biological phosphorus treatment. Before the upgrade, we were spending anywhere from \$40,000 to \$70,000/year on chemicals. Now, we are maybe spending \$4,000/year. It was very successful going from chemically treating phosphorus to a biological process.

As a part of the regulatory update by the DNR in 2010, they provided quite a few creative options for treatment plants. In general, those options are: a) construction of a facility upgrade capable of meeting new standards b) Adaptive Management c) Nutrient Trading and d) Site specific variance. Each option listed comes with its own set of alternatives and nuances along with the fact that options can be used together.

Based on the regulatory options and our permit cycling, the City began a planning effort with the current permit in 2017. The Wastewater Utility started looking at ways to optimize the new process by working with an engineer in 2017 and 2018. They also started looking deeper into the alternatives received by the DNR. At the end of this five-year planning effort the City worked in partnership with Strand Associates on the Final Compliance Alternative Plan (FCAP). A copy of this plan was provided to committee members. Reel stated again that the primary driver right now is the permit renewal with the DNR. The renewal permit has already been submitted based on the 180 days it is due before the expiration date of the permit. The recommendation provided in the FCAP was to move forward with the variance, and specifically with the multi-discharge variance. Reel provided facts sheets along with the plan. This application was denied in November 2021 because our effluent Phosphorus concentration were below the targeted value of 0.20mg/L for most of the year. In effect, they were running too well. Annual average discharge concentrations for 2019 thru 2021 were 0.16, 0.17 and 0.19mg/L respectively. A subsequent application for an MDV, Self-Directed Project, has been submitted, in response, to the WDNR. If the "Self-Directed" approach is unacceptable to the WDNR, they will follow up with a request for an Individual Phosphorus Variance (IPV) based on economics.

**d. Discussion and Possible Action regarding the replacement of private lead water services.**

Marquardt stated the EPA made changes to the Lead and Copper Rule that affects water services, both on the public and private side. As part of this rule, the City will need to compile an inventory list of pipe material (copper, lead, galvanized pipe, etc.) that is on the public and private side by October 2024.

Jim Bergner stated an ordinance is needed to have the private side remove lead material when found. To compile the inventory list, the Water Utility staff will need to get into homes to see what type of material residents have in their lateral. If lead is found, they need an ordinance stating the lead material must be removed from their lateral. As they know, no lead is the best. The Water Utility has a GIS system and it is being used to record the inventory of the City.

In the past, the City hired a company to change out residential meters. Knowing this requirement was happening in 2024, a decision was made to have the City water operators change out meters and record the lateral findings. This year alone over 477 meters were changed out by City staff. At this time, there are just under 1,500 laterals unknown. We have until October of 2024 to complete this inventory list.

To help offset the cost of replacing lead laterals on the private side, the DNR has grant monies available. The City would have to apply for this type of grant. Allen asked who would be doing the work replacing laterals. Would the City or would the residents have to hire a private contractor? Marquardt stated there are a few options on how to handle the removal of lead services. One way would make the homeowner responsible for the removal based on the City having an ordinance. The resident would hire the contractor and then submit paperwork back to the City for reimbursement. Another option would be that the City puts out a contract for bid and then whoever is the low bid would be the contractor and they would be responsible for replacing the laterals at no expense (based on the grant from the DNR) to the property owners. Marquardt stated we are in the early stages of this and he wanted to bring it to the board's attention. This is something the City will need to do. Marquardt stated we need an ordinance, which they will be working on to bring back to the committee. We also will need the inventory, both of which are not necessarily a requirement, but gather points in the application for the grant money. The grant program is competitive, but we should have a great need based on our smaller community and our economics.

Marquardt stated there was no action needed on this agenda item as it was just information to make the board aware of what's coming.

- e. **Discussion and Possible Action approving Strand Task Order for Stormwater Grant Application.** Marquardt stated the City of Whitewater has a MS4 (Municipal Separated Storm Sewer System) Permit through the DNR. This request is for a possible stormwater grant application, which comes around every two years. The City can apply for up to \$150,000 in matching funds to help us with removing phosphorus and total suspended solids from the stormwater. 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. Therefore, this grant would help with the cost of the construction of this detention pond. The Grant would pay for 50% of the construction cost up to a maximum of \$150,000. This request is for approval of Strand to complete the application process. The anticipated cost of this task order is not to exceed a cost of \$8,500.

Allen made a motion to approve the Strand Task Order for Stormwater Grant Application and seconded by Schreiber.

AYES: Schreiber, Allen, McCormick. NOES: None. ABSENT: None.

- f. **Discussion and Possible Action regarding the WIS 59 Resurfacing Project.** Marquardt stated we have seen this agenda item in the past. The DOT asked the City to contribute to the design because it's a connecting highway through the City, and the City would be responsible for a portion of the design of construction on the connecting highway. That portion was approved. This is regarding a Public Information Letter that was sent out to all of the property owners. The letter indicates that along with the mill and overlay the project will include: repairing culverts, adding High Friction Surface Treatment and rumble strips, replacing non-ADA compliant curb ramps, and upgrading the traffic signals at the US 12 intersection. The project is currently scheduled for 2025, but could be moved to 2024.

Marquardt stated the only action he needs on this is if anyone has any comments that would like to be passed along to the DOT. The committee had no additional comments.

- g. **Discussion and Possible Action regarding the platted sections of Fraternity Lane north of Carriage Drive and Carriage Drive west of Fraternity Lane.** Marquardt stated Carriage Dr. extends west of Fraternity Ln. and Fraternity Ln. extends north of Carriage Dr. Carriage Dr. is gravel to the west of Fraternity Ln. and Fraternity, north of Carriage Dr. has curb and gutter on the west side, but not on the east side and is paved. The asphalt is in terrible shape.

Marquardt stated when he first came to Whitewater there was a lot of discussion about stop signs being installed or being taken down and who was responsible. He was told, at that time, they were private roads and the City was not responsible for those sections. However, they are platted right of ways. He thinks they could be called a private driveway in a public right of way. He is looking for clarification and direction from the committee.

Carriage Dr. will be under construction this summer or fall with the new sanitary sewer and force main going in. Questions were asked as to how to replace Carriage Dr. Should there just be gravel, curb and gutter, asphalt, or do we widen it out to a true street; then, do we plow it and maintain it. Marquardt stated he was out looking at construction limits. He looked at Fraternity Ln. and the asphalt is in terrible shape with many pot holes. Again, it's a public right of way and should the City be responsible for maintaining it? He would like to know from the committee the direction the City should take on these two sections of streets.

McCormick asked where the new Vanderhip Lift station will be located. Marquardt stated it will be about another half-mile west of Fraternity Ln.

Allen stated if these roads were created by the developer as private roads, then the City should not be responsible for these sections.

No action was taken on this agenda item. McCormick said it should be brought to Council for discussion.

**h. Discussion and Possible Action regarding the possible vacation of A Court and B Court.**

Allen gave a brief history that about 20 to 25 years ago the City (Bowden administration) wanted to put in a turning lane at the intersection of Starin Rd. and Tratt St. This would enable drivers to turn north. The City needed a piece of land at this corner, which was owned by DLK. At that time, Allen pitched a plan to DLK and they shook hands on it. DLK was going to give the City a piece of land for the turn lane and in return the City would give him from the curb to the tree line on Fraternity Ln. According to the City Attorney, no one can find any legal documents that ever got signed, which sometimes happens. Allen asked if there was a benefit to giving Court A and Court B to the current owner as well.

Marquardt stated there are State Statues as to what can and can't happen with vacation of streets. One way to start the initiation is with a petition from the property owners or the Common Council can initiate it. However, we can't vacate a public right of way that would result in land locked parcels. If we did that there would be three land locked parcels in this area. Allen asked for an explanation on how it would be land locked if no one currently parks there. Marquardt stated it does not have access to frontage. So, if A Court is vacated, that is private and now 177 does not have direct access to Fraternity Ln. or to Florence St. and therefore is land locked property. Someone would have to cross over private property to get to it. There is 60 ft. of frontage on A Court. So, if it were to get divided equally, that would be 15 ft. of frontage that would go to each of the four parcels to give them abutting access to Fraternity Ln. 15 ft. is not a legal width for a legal parcel and does not meet our zoning code. Therefore, it would be a land locked parcel. McCormick asked if it was privately owned. Marquardt stated on the back side there is parking and all privately owned. He said it's not a street, it's a parking lot and stated the property owners do the plowing. Allen stated he would think the property owners will still continue to plow because they still own the property to the east of the parking area. Marquardt stated the way he reads the State Statue he doesn't see how they would be able to vacate those properties without working with the property owner. They can reach out to the owner to see if they would be interested in it. They would have to do some sort of survey map to eliminate the existing property lines and make the four parcels into one parcel. Allen stated it doesn't sound like it's worth the trouble. McCormick stated it would also cost some legal fees as well. Marquardt stated the owner would also have the cost of repaving A and B Court in the near future. Marquardt stated from the owner's stand point he doesn't see what benefit they would see in this changed. Allen asked what if they offered to purchase it? Allen said what if they wanted to purchase A and B Court for \$1. Marquardt stated again they would have to go through the vacating process. He said the same State Statue would still have to be followed. If the owner's wanted to purchase it, we would still

have to vacate it first. Marquardt stated this may have been the reason it was never followed through because they would still have to follow the State Statute.

Marquardt stated for clarification that the Public Works Committee members did not want to take any further action on this agenda item and the members agreed.

**5. Future Agenda Items**

There were no future agenda items at that time.

**6. Adjournment**

Allen moved to adjourn the Public Works Committee meeting at 7:07 p.m. and seconded by Schreiber.

Ayes: All via voice vote (3)

Noes: None

Respectfully submitted,

Alison Stoll, Administrative Assistant  
DPW

City of Whitewater  
Urban Forestry Commission Meeting Minutes  
Cravath Lakefront Room 2<sup>nd</sup> Floor  
312 W. Whitewater, St., Whitewater, WI  
Jan. 24<sup>th</sup>, 2022 at 4:30 pm

**Call to order:** Chairperson Stanek called the meeting to order at 4:35pm

**Roll Call:** Bill Chandler, Rosemary Leaver, Sherry Stanek, Jim Nies, Carol McCormick, Nick Alt Staff: Brian Neumeister, City Forester.

**Hearing of Citizens Comments:** Brad Marquart present. None presented

**Approval of Agenda:** McCormick, 2<sup>nd</sup> by Chandler, passed

**Approval of Minutes of Nov. 22<sup>nd</sup> , 2021 meeting:** Stanek, 2<sup>nd</sup> McCormick, passed

**Treasurer's Report:** Leaver, UFC Total \$1,150.56, City Total \$4,650 for AASP

**Staff Report:** Neumeister

Spring 2022 planting plans; 2022 Street construction plans; Lake drawdown update, Burns at Walton Oaks or Effigy Mounds.

**Tree city/Tree Talk:**

(Alt) Community Tree Sale: trees are coming from Possibility Place (85 on order) Arboretum tree order, coming from Johnson Nursery, over 150 native trees and shrubs. (Nies) Arbor Day Earth Day event, Tree food, tree sale, April 22<sup>nd</sup> & 23<sup>rd</sup>, proposed Senior Center Parking lot within Starin Park.

(Nies) Arbor Day/Earth Day/Arboretum Start/ Tree Sale

Review Tree Sale Poster

Draft on Slack

Need Poster around town

Flyers around businesses around town

Press releases

Advertise at city market

Nies 1<sup>st</sup>, Chandler 2<sup>nd</sup>

Make a motion to adopt an oak leaf logo for AASP. This passed.

**Bird City: (Stanek)**

- Whitewater will renew Bird City for 2022, \$175 renewal cost
- Bird of the year for 2022?
  - o Alt suggested choosing birds that are in great peril currently
  - o Grassland birds like Eastern Meadowlark, Bobolink, Grasshopper Sparrow, Yellow headed blackbird could be some to choose from.
- Chandler donates a Purple Martin Poster that he bought for demonstration/education purposes.

### **Arboretum Report:**

- meet to get website updated (AASP) website
- square space platform (Tim Nobling, Eric Boettcher, Jim Nies, Kristen Mickelson & Sherry Stanek)
- Nies discusses with group what should be on Slack AASP.
- Time sheet for volunteers developed, bunch made & others sent electronically, \$15 hr reimbursement by DNR grant for volunteer hours spent on grant eligible work
- Stanek will give a sheet to everyone for voluntary work
- Stanek, Jim Nies, Bill Chandler meeting w/ Generac to discuss donations for AASP.
- Use of curriculum of UW Stevens Point Website/ Leaf Program, Urban Forestry Curriculum for K-12

### **Items for future Discussion:**

- 1.) Places for signage
- 2.) Items to actually go on signage
- 3.) Welcome/Entrance Location
- 4.) Separate open shelter/ Location
- 5.) Develop a full scale micro-climate in smaller scale
- 6.) Update from Wes Enterline on what they are working on (Feb. Meeting)
- 7.) Alt develop a presentation on Why Native trees are important to plant in your yard.

**Adjourn: Leaver, 2<sup>nd</sup> McCormick 6:19pm**

Next meeting: Feb. 28<sup>th</sup>, 2022 4:30 pm

Respectfully submitted,

Nick Alt  
Secretary, UFC



## Council Agenda Item

Meeting Date: March 15, 2022

Agenda Item: Lakes Project Update Staff Report

Staff Contact (name, email, phone): Eric Boettcher – [eboettcher@whitewater-wi.gov](mailto:eboettcher@whitewater-wi.gov) – 262-473-0122

### BACKGROUND

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

Staff will provide an updated presentation of the current status of the lakes draw down project. Now that the dredging portion of the lakes project has concluded the focus will turn to the revitalization process. This will include another controlled burn, re-vegetation of the shoreline and refilling of the lake. A fish habitat plan will also be developed to aid in the restocking of specific fish species. Staff will provide an overview of the timeline for remaining elements of the project.

### 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)



## *City of Whitewater Council Agenda Item Information Sheet*

MEETING DATE: 03/15/2022

ITEM: Police Department CCL Position Update

P

PRESENTER:

Dan Meyer

PREVIOUS ACTION, IF ANY:

N/A

SUMMARY OF ITEM BEING PRESENTED:

### **I. Position Review**

- a. Community Crisis Liaison (CCL) - Walworth County Crisis worker assigned to WPD approximately 40 hours/week
- b. Position is fully funded and supervised by Walworth County Health and Human Services
- c. Responsibilities
  - i. Respond to calls with officers when there is a crisis component (i.e. suicidal subject, abuse of alcohol or other drugs, mental health concerns)
  - ii. Assist in required documentation for individuals we take custody of under emergency detention or protective custody
  - iii. Provide follow-up services to individuals in the community

### **II. Impact**

- a. Crisis Call Response Improvement
  - i. Previously officers would arrive on scene, gather info, then hope to connect with crisis worker by phone, summarize the info so they could evaluate the individual and create plan moving forward.
  - ii. Now, our CCL actively participates on scene with officers and is able to immediately evaluate and provide services for the individual. The CCL is much better informed due to being present.
  - iii. On many occasions, individuals refused to speak with officers, but were willing to discuss issues with the CCL. One occasion I personally witnessed was an individual who was attempting to access a firearm in order to commit suicide.
  - iv. The follow-up contacts that the CCL conducts are getting services to far more people than ever would have received care without the CCL position. Due to the CCL's integration with the PD and the knowledge of individuals in need of service that previously may not have met a high enough threshold for officers to call Crisis to start that process.
- b. Statistics (Data pull was a 6-month period from mid-April to mid-October. See attachments)
  - i. CCL responded to 136 calls for service (CFS). 64 of those were for welfare checks, but there are a broad range of call types where CCL is responding.
  - ii. It should be noted that follow-up services are not counted as a CFS

### III. Future Changes

- a. Whitewater's CCL Amanda Akridge will soon be transitioning to Lake Geneva PD.
- b. Our new CCL, Araceli Wence, is expected to start April 11<sup>th</sup>. Araceli is bilingual and comes with a number of years of experience at New Beginnings Association for the Prevention of Family Violence (APFV) here in Whitewater.
- c. Our CCL and Delavan PD's CCL were 2021 pilot positions that remain funded in 2022. Two additional positions have been funded by Walworth County HHS for 2022 with one placed at Lake Geneva PD and the other at the Walworth County Sheriff's Office.

#### FINANCIAL IMPACT:

None. The position is funded entirely by Walworth County Health and Human Services.

#### BOARD, COMMISSION, OR COMMITTEE RECOMMENDATION, IF ANY:

N/A

#### STAFF RECOMMENDATION:

N/A

#### RECOMMENDED MOTION:

N/A

#### ATTACHMENT(S) INCLUDED (If none, please state that):

CCL40 CAD Summary Report

CCL40 Activity Time by Incident

#### FOR MORE INFORMATION CONTACT:

Dan Meyer

# Whitewater PD CCL



Araceli Wence



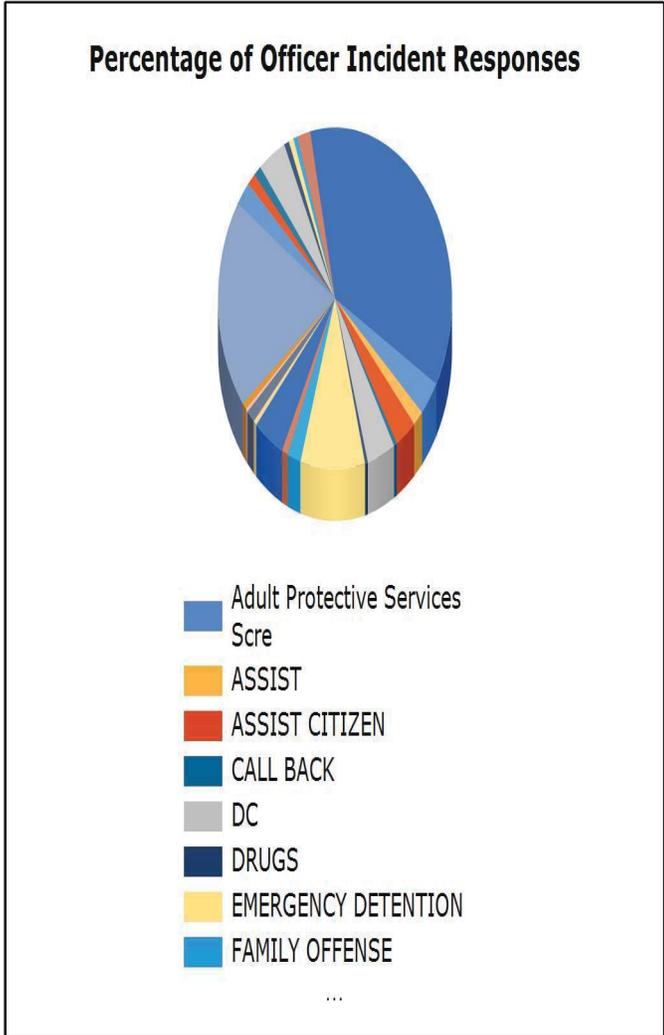
**Officer Activity Time by Incidents**

Printed On: 10/18/21 09:35

**Reporting Period: 04/14/2021 - 10/18/2021**

**Akridge, Amanda**

	<b>Total Time</b>	<b>#Inc</b>
<b>Total</b>	172:45:13	136
Adult Protective Services Scre	05:42:10	1
ASSIST	02:37:38	3
ASSIST CITIZEN	05:10:11	5
CALL BACK	00:43:30	2
DC	06:44:13	10
DRUGS	00:40:30	1
EMERGENCY DETENTION	15:24:22	3
FAMILY OFFENSE	03:10:36	3
MEETING	01:31:35	1
MENTAL	07:19:27	7
PAPER SERVICE	00:50:34	1
PROTECTIVE CUSTODY	02:08:34	1
PROVIDE SECURITY	00:31:57	1
RECEIVE INFORMATION	01:05:33	1
RESCUE	34:29:43	14
RESCUE OVERDOSE	04:00:06	2
RUNAWAY	00:00:11	1
SEXUAL ASSAULT	02:05:46	2
SUSPICIOUS	01:48:27	2
THEFT	06:44:06	5
THREATS	01:10:07	1
TRESPASSING	01:10:26	2
TROUBLE WITH KIDS	01:00:06	1
VOUCHER	03:07:10	2
WELFARE CHECK	63:28:15	64





8/11/2018

**CAD Summary Report**

Printed On: 10/18/21 10:26

**City of Whitewater**

	04/21	05/21	06/21	07/21	08/21	09/21	10/21	Total
Adult Protective Services Scre			1					1
ASSIST	1		2					3
ASSIST CITIZEN	1			2		1	1	5
CALL BACK			1		1			2
DC	1		2	3	2	2		10
DRUGS				1				1
EMERGENCY DETENTION				1	1		1	3
FAMILY OFFENSE		1			1		1	3
MEETING		1						1
MENTAL	1	2	1		2		1	7
PAPER SERVICE				1				1
PROTECTIVE CUSTODY						1		1
PROVIDE SECURITY					1			1
RECEIVE INFORMATION			1					1
RESCUE			3	3	5	3		14
RESCUE OVERDOSE						2		2
RUNAWAY					1			1
SEXUAL ASSAULT			1	1				2
SUSPICIOUS			1				1	2
THEFT			3	1			1	5
THREATS				1				1
TRESPASSING					2			2
TROUBLE WITH KIDS					1			1
VOUCHER		1	1					2
WELFARE CHECK	5	9	11	22	10	5	2	64
<b>Total</b>	<b>9</b>	<b>14</b>	<b>28</b>	<b>36</b>	<b>27</b>	<b>14</b>	<b>8</b>	<b>136</b>

24/147



## Council Agenda Item

Meeting Date: March 15, 2022

Agenda Item: CDBG Public Hearing

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)

Per the City's Community Development Block Grant Agreement for the new water tower, the City is required to hold a second Public Hearing to "report project progress to, and receive input from, local community regarding the CDBG project". The Public Hearing is required to be held prior to March 31, 2022 with documentation submitted prior to April 15, 2022.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The City entered into the CDBG Agreement with the Department of Administration in April 2021.

### FINANCIAL IMPACT

(If none, state N/A)

N/A

### STAFF RECOMMENDATION

No recommendation from Council is needed. This is only a Public Hearing for staff to report on the progress of the water tower project and gather information from the public on potential other needs in the community.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. CDBG Public Hearing Notice

# PUBLIC HEARING NOTICE

City of Whitewater  
Community Room, 1<sup>st</sup> Floor of City Administration Building  
312 Whitewater Street, Whitewater, WI 53190  
Tuesday, March 15, 2022  
6:30 PM

The Common Council of the City of Whitewater will conduct a public hearing regarding its current Community Development Block Grant CLOSE Public Facilities (CDBG CL-PF) Program project. The public is invited to attend to learn about the CDBG program, to help identify additional community development needs, and to comment on the activities being completed with the CDBG funds.

The agenda for the public hearing is:

1. Identification of total potential funds
2. Eligible CDBG activities
3. Presentation of identified community development needs
4. Identification of any community development needs by public
5. Presentation of activities being completed with CDBG funds
6. Citizen input regarding CDBG activities

Residents of the of the City of Whitewater are encouraged to attend, especially residents with low to moderate incomes.

The meeting room is handicapped accessible.

Persons needing additional accommodations should contact the Director of Public Works, Brad Marquardt at telephone number (262) 473-0139 or email: [BMarquardt@whitewater-wi.gov](mailto:BMarquardt@whitewater-wi.gov).

RESOLUTION NO. \_\_\_\_\_

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

WHEREAS, on February 1, 2022, the City Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin (the "City") adopted initial resolutions (the "Initial Resolutions") authorizing the issuance of general obligation bonds in the following not to exceed amounts for the following public purposes: \$1,080,000 for equipment of the fire department; \$1,575,000 for street improvement projects; \$1,365,000 for parks and public grounds projects; \$970,000 for sewerage projects, consisting of storm water projects; and \$205,000 for project costs included in the project plans for Tax Incremental District No. 12 (collectively, the "Project");

WHEREAS, pursuant to the provisions of Section 67.05, Wisconsin Statutes, within 15 days following the adoption of the Initial Resolutions, the City Clerk caused a notice to electors to be published in the Whitewater Register, stating the purpose and maximum principal amount of the bond issues authorized by the Initial Resolutions and describing the opportunity and procedure for submitting a petition requesting a referendum on the bond issues authorized by the Initial Resolutions;

WHEREAS, no petition for referendum was filed with the City Clerk, and the time to file such a petition has expired;

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

WHEREAS, on February 1, 2022, the City Council of the City also adopted a resolution (the "Set Sale Resolution"), providing that the general obligation bond issues authorized by the Initial Resolutions be combined, issued and sold as a single issue of bonds designated as "General Obligation Corporate Purpose Bonds, Series 2022A" (the "Bonds") for the purpose of paying the cost of the Project;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Bonds to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on March 15, 2022;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on March 15, 2022;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the City Council now deems it necessary, desirable and in the best interest of the City that the Bonds be issued in the aggregate principal amount of \$ [ ] for the following purposes and in the following amounts: \$ [ ] for equipment of the fire department; \$ [ ] for street improvement projects; \$ [ ] for parks and public grounds projects; \$ [ ] for sewerage projects, consisting of storm water projects; and \$ [ ] for project costs included in the project plans for Tax Incremental District No. 12.

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

Section 1A. Ratification of the Notice of Sale and Offering Materials. The City Council hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Award of the Bonds. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of FIVE MILLION ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$5,195,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The City Manager and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Corporate Purpose Bonds, Series 2022A"; shall be issued in the aggregate principal amount of \$5,195,000; shall be dated March 30, 2022; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates

per annum and mature on June 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2023. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on June 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the City, on June 1, 2029 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

【If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.】

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2022 through 2040 for the payments due in the years 2023 through 2041 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due,

the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Corporate Purpose Bonds, Series 2022A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the City Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the City Manager and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the

Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 11. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the City Manager and City Clerk or other appropriate officers of the City to enter into a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 12. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the City Manager and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the City Manager and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 15. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to a financial institution selected by Ehlers at Closing for further distribution as directed by Ehlers.

Section 16. Official Statement. The City Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the City Manager and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The City Manager and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the City Manager and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the City Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded March 15, 2022.

---

Cameron L. Clapper  
City Manager

ATTEST:

---

Michele R. Smith  
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[ EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on June 1, \_\_\_\_, \_\_\_\_, and \_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on June 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on June 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on June 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on June 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on June 1, \_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)]

EXHIBIT E

(Form of Bond)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	WALWORTH AND JEFFERSON COUNTIES	
NO. R-_____	CITY OF WHITEWATER	\$_____
	GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2022A	

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
June 1, _____	March 30, 2022	_____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$ \_\_\_\_\_)

FOR VALUE RECEIVED, the City of Whitewater, Walworth and Jefferson Counties, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2023 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$ [ \_\_\_\_\_ ], all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the following public purposes and in the following amounts:

\$ [ \_\_\_\_\_ ] for equipment of the fire department; \$ [ \_\_\_\_\_ ] for street improvement projects; \$ [ \_\_\_\_\_ ] for parks and public grounds projects; sewerage projects, consisting of

storm water projects; and \$ [ ] for project costs included in the project plans for Tax Incremental District No. 12, as authorized by resolutions adopted on February 1, 2022 and March 15, 2022. Said resolutions are recorded in the official minutes of the City Council for said dates.

The Bonds maturing on June 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the City, on June 1, 2029 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years \_\_\_\_\_ are subject to mandatory redemption by lot as provided in the resolutions referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new

depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified City Manager and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF WHITEWATER  
WALWORTH AND JEFFERSON COUNTIES,  
WISCONSIN

By: \_\_\_\_\_  
Cameron L. Clapper  
City Manager

(SEAL)

By: \_\_\_\_\_  
Michele R. Smith  
City Clerk

Date of Authentication: \_\_\_\_\_, 2022

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolution of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin.

BOND TRUST SERVICES  
CORPORATION,  
ROSEVILLE, MINNESOTA

By \_\_\_\_\_  
Authorized Signatory

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

**RESOLUTION AUTHORIZING THE SALE OF REAL ESTATE  
TO PROPERTY X LLC**

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

Lot \_\_\_\_ 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, Property X 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 any and all documents necessary to sell the property.

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

AYES:  
NOES:  
ABSENT:  
ADOPTED:

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

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

**RESOLUTION APPROVING DEVELOPMENT AGREEMENT (CONTRACT FOR IMPROVEMENTS)**  
**WITH PROPERTY X LLC.**

WHEREAS, the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, supports orderly development of the community in accordance with adopted City plans and policies and the efficient provision of municipal services to serve such development, and

WHEREAS, Property X LLC has proposed a commercial development which is in conformance with adopted City plans, policies, and Titles 18 and 19 of the City Code of Ordinances of the City of Whitewater, and

WHEREAS, the City of Whitewater and Property X LLC have negotiated a development agreement (contract for improvements) to establish the responsibilities and timetables for the development, and

Now, therefore, BE IT RESOLVED, that the Common Council of the City of Whitewater authorizes the execution of, the development agreement (contract for improvements) and authorizes the City Manager and City Clerk to execute the agreements and documents necessary for said approvals.

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

AYES:

NOES:

ABSENT:

DATE:

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

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

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT is between the City of Whitewater (hereinafter at times referred to as the “City”) and PropertyX LLC, a Wisconsin limited liability company (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 twelve (12) months after the closing date of the purchase of the Property from the City (the “Construction Deadline”), an approximately 3,000 square foot office/warehouse 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 2.656 gross acres of land commonly known as Lot 2 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 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 Whitewater, 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.

3. 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 a period of the acceptance of the counter-offer.

4. 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.

5. 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:

PropertyX LLC  
Attention: Matthew Ferguson, Member  
S77W19226 Lakewood Drive  
Muskego, WI 53150

In the case of the City of Whitewater:

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

6. 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.

7. 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 \_\_\_\_\_.

PROPERTYX LLC

By: \_\_\_\_\_  
Matthew Ferguson, Member

STATE OF WISCONSIN )  
  ) ss.  
COUNTY OF WALWORTH)

Personally appeared before me this \_\_\_ day of \_\_\_\_\_, 2022, the above-named Matthew Ferguson, to me known to be such Member of PropertyX LLC, and to me known to be the person who executed the foregoing agreement as such, by its authority.

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

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

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

NextHome Success

Page 1 of 12, WB-13

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

1 LICENSEE DRAFTING THIS OFFER ON October 25, 2021 [DATE] IS (AGENT OF BUYER)

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

3 The Buyer, PropertyX LLC

4 offers to purchase the Property known as Lot 2B Innovation Dr

5 (Tax Key /A305000001)

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 Seventy-Eight Thousand, Three Hundred  
10 Dollars (\$ 78,300.00).

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: N/A

13  
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included  
15 or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

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

18  
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented  
20 and will continue to be owned by the lessor.**

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

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 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 November 22, 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 December 31, 2021

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

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

44 **[EARNEST MONEY]**

45 ■ EARNEST MONEY of \$ N/A 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 \$ 1,000.00 will be mailed, or commercially, electronically  
48 or personally delivered within 5 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 N/A)  
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: N/A

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 \_\_\_\_\_ N/A \_\_\_\_\_, 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 \_\_\_\_\_

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 **[N/A] 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: See Addendum A

252 \_\_\_\_\_  
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  **N/A 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  **N/A 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  **N/A 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  **N/A 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 30 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 2.5 acres, maximum of 3.0 291 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 **N/A 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 **N/A 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  **N/A 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) **N/A**

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  **N/A 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  **N/A** **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  **N/A** **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 \_\_\_\_\_ (name other contingencies, if any); and

447 (3) Any of the following checked below:

448  Proof of bridge loan financing.

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

451 Other: \_\_\_\_\_

452

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

455  **N/A** **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  **N/A** Current assessment times current mill rate (current means as of the date of closing).

476  **N/A** 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  **N/A**

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  **N/A** 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 15 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 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In  
 518 such event, Seller shall have 15 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 N/A

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** 1. This is a cash offer.

651  
652 2. Buyer hereby acknowledges receipt of the Declaration of Covenants and Restrictions for  
653 Whitewater Business Park Subdivision and agrees to abide by the same.

654  
655 3. This offer is contingent upon approval by the City of Whitewater and the Community  
656 Development Authority. Buyer's proposed closing date may be flexible based upon the time  
657 required for these approvals.

658  
659 4. The City of Whitewater shall have the option to purchase the property for \$78,300  
660 (Seventy-Eight Thousand Three Hundred Dollars) if the lot is not developed within 1 year of  
661 the closing date.

662  
663  
664

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: \_\_\_\_\_

671 Name of Buyer's recipient for delivery, if any: \_\_\_\_\_

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

673 Seller: ( \_\_\_\_\_ ) Buyer: ( \_\_\_\_\_ )

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: \_\_\_\_\_

680 Address for Buyer: \_\_\_\_\_

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

682 Email Address for Seller: Canderson@whitewater-wi.gov, jonmarshall@hotmail.com

683 Email Address for Buyer: amyfoxhomes@gmail.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 Addendum A, Proposed Site Plan is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] Amy Fox, NextHome Success

688 DocuSigned by: \_\_\_\_\_

689 (x) Matthew Ferguson \_\_\_\_\_ October 25, 2021 | 4

690 Buyer's Signature ▲ Print Name Here ▶ PropertyX LLC 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 ▲

Addendum   A   to the Offer to Purchase

Addendum attached to and made part of the Offer to Purchase dated   October 25, 2021   made by the Buyer,   PropertyX LLC   with respect to the Property at   Lot 2B Innovation Dr,     Whitewater  , Wisconsin.

PropertyX LLC will purchase the lot and build approximately 3,000 square foot office/warehouse within 1 year of purchase. The 5 year plan for the site includes filling the lot, within all guidelines established by code, with solar panels to provide power for business.

PropertyX LLC will lease the building to PhotonX LLC and BCcredits.org LLC (owned by buyer). PhotonX LLC runs a computer server business and BCcredits.org LLC offers continuing education to licensed professionals to various states in the US.

They will employ approximately 5-10 full time employees as the business grows.

DocuSigned by:  

October 25, 2021 | 4:02 PM CDT

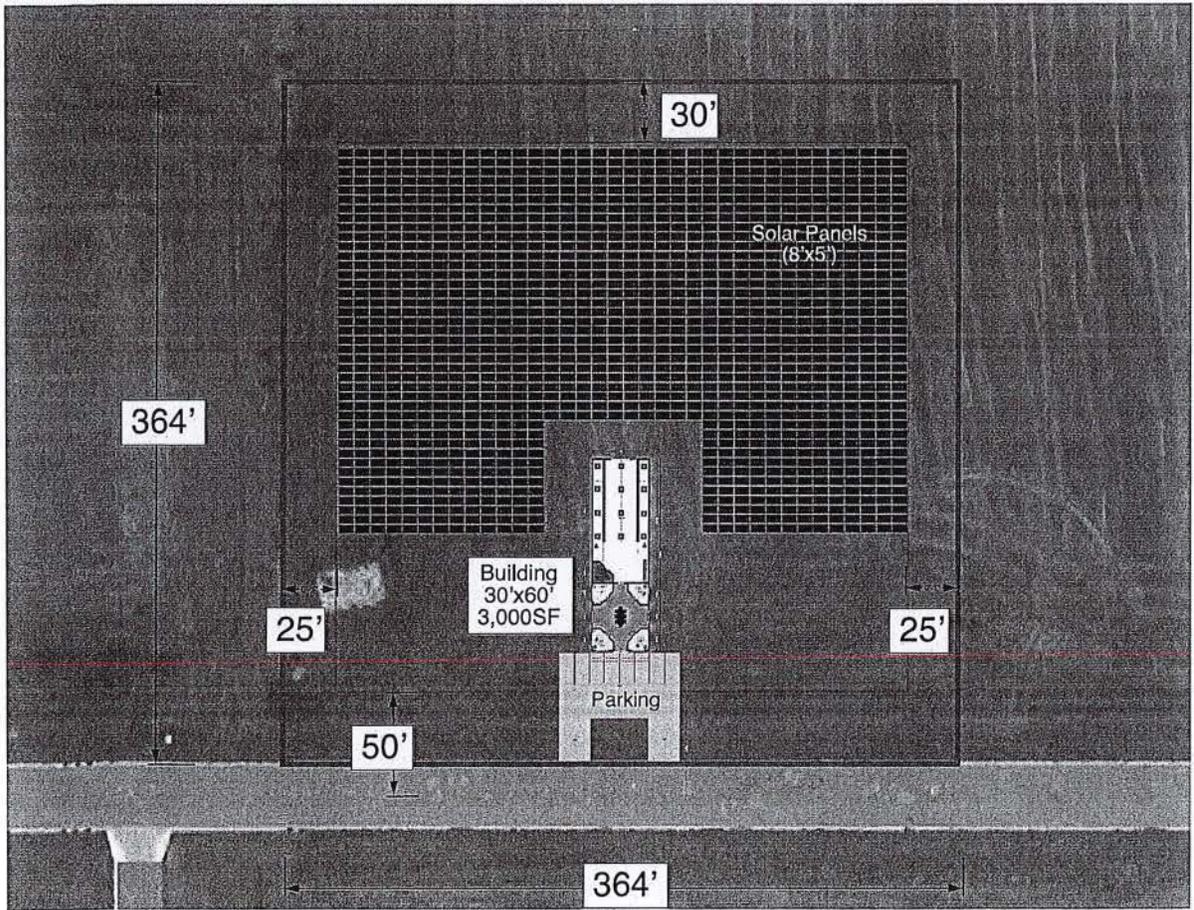
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(Buyer's Signature) ▲ PropertyX LLC
(Date) ▲
(Seller's Signature) ▲
(Date) ▲

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(Buyer's Signature) ▲
(Date) ▲
(Seller's Signature) ▲
(Date) ▲

Proposed Site Plan Lot 2B





## MEMORANDUM

**To:** City of Whitewater Plan and Architectural Review Commission

**From:** Sonja Kruesel, AICP, Vandewalle & Associates

**Date:** December 21, 2021

**Re:** WUTP Zoning and Covenants Review

---

### **Introduction**

We were asked to review and evaluate the Whitewater University Technology Park (WUTP) land use regulations, specifically to evaluate opportunities for development review efficiencies. The following content provides background on the WUTP and relative policies from the City's Comprehensive Plan as context for considering regulatory changes. There are two primary regulatory tools used to implement the WUTP policies, including a specific WUTP zoning district as well as private restrictive covenants.

### **Background on the WUTP**

Discussions around the Whitewater University Technology Park first began around 2008. During this time, the city commissioned a feasibility study for a business park that would focus on higher-technology industries. The study recommended forging a partnership with the university.<sup>1</sup> The initiative resulted in creation of a 130-acre Technology Business Park located on the southeast side of the city along Innovation Drive, and 3.2 miles from the University of Wisconsin Whitewater. There is currently one developed site in the Park, the Whitewater University Innovation Center.

### **Comprehensive Plan**

The City of Whitewater Comprehensive Plan designates this 130-acre area as "Office / Technology Park". According to the Plan, this future land use designation is intended to "include high quality indoor professional offices; research, development, and testing uses; certain compatible and specialized manufacturing facilities and limited supporting uses."

Comprehensive Plans are implemented through regulatory tools such as zoning. Under Wisconsin State Law for Comprehensive Planning, any zoning decision must be consistent with the Comprehensive Plan. The City's Comprehensive Plan is specific in regard to the zoning and development requirements for this land use category, stating that the WUTP zoning district is most appropriate to implement the land use designation. In other words, rezoning to other districts such as M-1 Manufacturing, would not be allowable without a Comprehensive Plan Amendment to change the land use designation.

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<sup>1</sup> <https://archive.jsonline.com/business/102677554.html>

## **Zoning and Restrictive Covenants**

A zoning district map and text, as well as restrictive covenants, were approved to implement this initiative and the land use policy of the Comprehensive Plan. The Whitewater University Technology Park (WUTP) Zoning District is codified in Section 19.38.020 of the Whitewater Zoning Code. The Restrictive Covenants were approved by the City Council but never recorded.

The purpose section of the WUTP district states:

“The WUTP district is established to provide an aesthetically attractive working environment exclusively for and conducive to the development and protection of offices; research, testing and development institutions; and certain specialized manufacturing establishments compatible with an office and research setting, all of a non-nuisance-type and public parks. The essential purpose of this district is to achieve development which is practical, feasible and economical and an asset to the owners, neighbors, and the community and to promote and maintain desirable economic development activities in a park-like setting with well-designed sites and buildings”.

The WUTP zoning district text contains a list of permitted and conditional uses that are consistent with the above purpose statement. It also includes some general provisions for site development. The covenants contain further detail on requirements for site development.

Both the zoning and covenants call for a separate architectural review committee. Said committee would be comprised of members with both University and City associations and would operate independently of the city, but not to supersede any other city requirements such as site plan approval, building or zoning permits.

## **Proposed WUTP Zoning Amendments**

In discussion with city staff, two main opportunities were identified to streamline the development review process in this area while working within the Comprehensive Plan land use designation. First, there was interest in removing the requirement for a separate architectural review committee. Second, there was interest in combining reasonable provisions from the covenants into the zoning code. This would eliminate the need for separate site development covenants. Below is a summary of suggested zoning amendments that would achieve both efforts.

## **Committee Review**

The Code currently requires that upon mapping of any WUTP zoning district, a separate architectural review committee shall be established. The simplest update to achieve a streamlined review process is the suggested change to remove references to the “architectural review committee” under Section 19.38.020. Instead, development review would be handled by the City’s Plan & Architectural Review Commission. All references to the architectural review committee have been removed. This change should remove procedural inefficiencies for future developments in the Technology Park.

## Permitted and Conditional Uses

Permitted and conditional uses within the WUTP Zoning District are consistent with the Comprehensive Plan and were not a focus of this effort.

## Site Development Regulations

As noted above, the WUTP zoning text contained some provisions for site development. The covenants also contained such provisions. The covenants by comparison were more detailed and restrictive than the zoning. Staff identified some provisions from the covenants that are commonplace in site development, and which should be considered for adoption into the zoning text. In this way, the better parts of the covenants are combined with the zoning, and one regulatory document results instead of two. A summary of the proposed new zoning site development regulations is as follows:

- Lot area: one acre minimum, lot width 100 foot minimum (no change)
- Floor area ratio: maximum 3.0 (no change)
- Yard requirements (setbacks) for any principal building, outside storage area, parking lots, dumpsters (moved “outside storage areas, parking lots, dumpsters” to a new section below. Remaining setbacks are unchanged):
  - Front 25’
  - Side 15’ (street side 25’)
  - Rear 30’
  - Corridor or wetland 30’
- Yard requirements for other structures and pavement (new):
  - The code did not address accessory structure setbacks other than outside storage areas and dumpsters. New yard (setback) requirements for accessory structures, dumpsters and outside storage are proposed, including a prohibition on locating these structures within the front yard (between the building and street), and with ten-foot setbacks on sides and rear.
  - New requirements for parking lots were also added. The existing code prohibits parking lots to be located between the building and street. Best practices for planning and site design would generally support this existing prohibition and it also furthers the intent of this higher-design commercial district per the Comprehensive Plan. However, there was a conflict between the code and the covenants which did allow some parking in front of the building on Innovation and Howard Drives. This is reflected in the existing development of the Innovation Center (photo below). New code text addresses this allowance and establishes a minimum pavement setback of 10 feet from the side and rear lot lines.



- Lot coverage: added a 75% max lot coverage which is typical and should be expected in a higher design commercial district. This was taken directly from the covenants, so it was already the expectation but without the requirement of going through both the separate architectural committee and the city.
- Maximum building height: 100' unless increase approved by Plan & Architectural Review Commission (no change)
- Added building placement per the Covenants. Exhibit A shows preferred placement but allows flexibility upon approval of the Plan & Architectural Review Commission.
- Building design and materials: revisions reflect a combination of the existing WUTP zoning and covenants.
- Landscaping: added the last sentence from the covenants.
- Lighting: zoning did not contain provisions; new text was added from the covenants
- Storage areas: added text about fencing from Covenants
- Prohibited Site uses re: Noise: added quantitative standards from the Covenants and increased the decibel limit from 50 db to 65 db.
- Adding loading areas restrictions from Covenants.
- Added mechanical equipment screening from Covenants.

### **Other Covenant Sections**

The above section of this memo summarizes the combination of some site development regulations of the covenants with the zoning text, thereby eliminating the need for two separate documents, as well as eliminating the separate architectural review committee. Other development-specific sections of the covenants are not proposed to be carried over. Other covenant sections remain that pertain to real estate and sale of lots. Staff has suggested retaining the real estate provisions and any other special provisions in future development agreements a case-by-case basis as development proposals come forward. This would eliminate the need to record separate covenants against the entire Technology Park.



## Council Agenda Item

Meeting Date:	March 1, 2022
Agenda Item:	Technology Park Rezone
Staff Contact (name, email, phone):	Chris Bennett, MSM – Neighborhood Services Director (262) 473-0143 <a href="mailto:cbennett@whitewater-wi.gov">cbennett@whitewater-wi.gov</a>

### BACKGROUND

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

For your consideration this evening are amendments to the ordinances governing the Whitewater University Technology Park (WUTP). Vandewalle & Associates worked with the city to amend the municipal code.

The bottom line, up front is the proposed edits fold any previous covenants into the municipal code. Many covenants were drafted for the tech park, but never adopted. Additionally, site review and architectural approval is now with the Zoning Administrator and City Manager, along with the Plan & Architectural Review Commission, if applicable.

The driver for these actions is streamlining the development review process.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Plan & Architectural Review Commission recommended approval at its Feb. 14 meeting.

### FINANCIAL IMPACT

(If none, state N/A)

N/A

### STAFF RECOMMENDATION

First reading. Move to a second reading.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

The memo drafted by Sonja Kruesel at Vandewalle & Associates is included. It provides an overview of the edits and changes.

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), entered into effective as of ~~January 28,~~ \_\_\_\_\_, 2022 ("Effective Date"), by and between the City of Whitewater, Wisconsin ("City") and Bower's House LLC, a Wisconsin limited liability company (the "Developer"). Each of the forgoing may also be referred to in this Agreement as a "Party" and collectively as the "Parties".

### RECITALS

WHEREAS, Article XI, Section 3 of the Wisconsin Constitution grants cities the right to determine their local affairs in government, subject to the Constitution and certain enactments of the legislature of the State of Wisconsin;

WHEREAS, the State of Wisconsin legislature adopted Wisconsin Statute Section 62.11(5), which grants to common councils of cities the power to act for the government and good order of the city, for its commercial benefit and for the health, safety and welfare of the general public;

WHEREAS, the City desires to encourage development, eliminate blight and prevent blight with the City;

WHEREAS, the Developer owns the property described on EXHIBIT A attached hereto (the "Property");

WHEREAS, the Developer has filed, or will file, with the City plans, specifications, documents and exhibits if and as required by the City for the development of the Property and for making other improvements; ~~(the "Project");~~

WHEREAS, the ~~Developer~~City has applied for a ~~grant~~Community Development Incentive Grant from the Wisconsin Economic Development Corporation ("WEDC") ~~for Two Hundred and Fifty Thousand and 00/100 Dollars (\$250,000.00)~~ related to the improvements to the Property; ~~(the "Grant");~~ and

WHEREAS, as part of the WEDC application, the City has committed to providing a loan (the "Loan") and certain infrastructure improvements described on EXHIBIT B (the "City Improvements" and together with the Loan, the "Commitments").

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, and the following promises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree as follows:

**1. Developer Improvements.** Developer shall complete improvements to the Property in accordance with the terms, conditions and requirements of EXHIBIT C ("Developer's Improvements"). The plans, specifications and site plans for Developer's Improvements are subject to City approval and Developer shall not commence construction of Developer's Improvements until such time as the City has approved such plans,

specifications and site plans in writing. After the City's approval of Developer's Improvements, such documents shall not be modified without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. City's approval of Developer's Improvements shall not excuse Developer from complying with any other governmental approvals, permits, ordinances or laws that are applicable to the Property or Developer's Improvements. All work to be performed by the Developer related to Developer's Improvements shall be performed in a good and workmanlike manner and consistent with the prevailing industry standards for such work in the area of the City. Developer shall perform all work in compliance with all applicable laws, regulations, ordinances and buildings codes and shall obtain and maintain all necessary permits and licenses for such work.

## 2. City Commitments.

(a) Grant. If the WEDC awards the Grant to the City, the City agrees to administer and disburse the Grant funds as set forth herein but shall not be liable to Developer if the City does not receive funds from the WEDC.

(a)(b) Loan. The City and the Developer will enter into that certain loan agreement, a form of which is attached hereto as EXHIBIT D-, which is conditioned on the City's receipt of the Grant.

(b)(c) Improvements. In cooperation with Developer, the City will make City Improvements listed on EXHIBIT B-, which are conditioned on the City's receipt of the Grant.

3. **Conditions.** Prior to the City's performance under this Agreement, Developer shall satisfy the following conditions:

(i) Provide the City with evidence reasonably satisfactory to the City that Developer owns fee simple title to the Property.

(ii) Provide City with copies of permits, licenses and other documents as reasonably requested by City to confirm that Developer has complied with all necessary federal and state laws, regulations and ordinances necessary to obtain the governmental approvals required for the intended construction of the Project, including without limitation a building permit for Developer's Improvements.

(iii) Provide City with a copy of all plans and complete specifications for construction of Developer's Improvements, which plans and specifications must be reasonably acceptable to City.

(iv) Provide the City with copies of such organizational documents as City shall reasonably require, as well as an incumbency certificate identifying the parties authorized to act on behalf of the Developer.

(v) Developer shall provide Matching Funds in a ratio of 3:1 as compared to the Grant for Grant Eligible Project Costs. "Matching Funds" means non-Grant funds secured by Developer to fund Grant Eligible Project Costs, which may not be in-kind. "Grant Eligible Project Costs" means building construction expenses for the Project, which do not include soft costs for the construction.

(vi) The Grant dollars shall only be utilized for Grant Eligible Project Costs.

(vii) Developer shall submit documentation to the City of all Grant Eligible Project Costs incurred against the requested disbursement of the Grant funds, as required by WEDC. Such documentation may include, but not be limited to, purchase orders and invoices.

(viii) Developer shall request all Grant funds no later than March 1, 2023.

#### **4. Default.**

**(a) Events of Default.** A party shall be in default under this Agreement if such party shall fail to carry out or fulfill one or more of its obligations hereunder and such failure shall continue for a period of thirty (30) days following receipt of written notice from the other party specifying such failure; provided, however, if the nature of the default is such that it cannot be cured within thirty (30) days, a party shall not be in default if it immediately undertakes steps to cure the default after receipt of notice and then diligently and in good faith prosecutes the curing of such default to its conclusion.

**(b) Remedies.** If a party does not cure or undertake to cure a default within the time period set forth above, the non-defaulting party may pursue the remedies provided for in this Agreement or otherwise available at law or in equity. The rights and remedies of the parties, whether provided by law or provided by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise at the same time or different times of any such other remedies for the same event of default or breach or of any remedies for any other event of default or breach by Developer. No waiver made by the City with respect to the performance or manner or time of any obligation of Developer under this Agreement shall be considered a waiver of any rights of the City to enforce any other obligations of Developer.

#### **5. Miscellaneous.**

**(a) Changes.** Parties to this Agreement may, from time to time, require changes in the scope of this Agreement. Such changes, which are mutually agreed upon by and between the Developer and the City shall be incorporated in written amendments to this Agreement.

**(b) Approvals in Writing.** Whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing, signed by the duly authorized representative of the party, and delivered to the party to whom it is directed at the address specified in this Agreement. Whenever under this Agreement the consent, approval or waiver of the City is required or the discretion of the City may be exercised, the City Manager shall have the authority to act, as the case may be. Whenever any approval is required by the terms of this Agreement and request or application for such approval is duly made, such approval shall not be unreasonably withheld.

**(c) Notices and Demands.** A notice, demand, or other communication under this Agreement by any party to any other party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to:

In the case of the Developer:

Bower' House LLC  
Attn: Gregory Aprahamian  
S107W30511 Sandy Beach Rd  
Mukwonago , WI 53149

In the case of the City:

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

**(d) No Liability of City.** The City shall have no obligation or liability to the lending institution, architect, contractor, or subcontractor, or any other party retained by Developer in the performance of its obligations and responsibilities under the terms and conditions of this Agreement. Developer specifically agrees that no representations, statements, assurances, or guarantees will be made by Developer to any third party or by any third party which are contrary to this provision.

**(e) Completeness of Agreement.** This Agreement and any addition of supplementary documents or documentation incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other

agreements, oral or otherwise, regarding the subject matter of this Agreement or any part hereof shall have any validity or bind any of the parties hereto.

**(f) Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

**(g) Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby.

**(h) Recording of Agreement.** The Agreement and any and all subsequent modifications thereof or additions thereto may, upon being duly executed, be recorded by either party with the Register of Deeds for Walworth County, Wisconsin.

**(i) Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto as well as their respective successors, transferees, and assigns. Any transfer of any party's interest under this Agreement or real property described in EXHIBIT A shall not release the transferor from its obligations hereunder unless specifically agreed to herein.

**(j) Ambiguities Not Construed.** The Developer has had substantial input concerning the terms of this agreement, and therefore, any ambiguities will not be construed against the City on the basis that its attorney drafted this Agreement.

*[Signature page follows]*

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

**DEVELOPER:**

Bower’s House LLC

**CITY:**

CITY OF WHITEWATER

By: \_\_\_\_\_  
Gregory Aprahamian, Member

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

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

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WALWORTH    )

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WALWORTH    )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2022, the above-named Gregory Aprahamian, to me known to be the person who executed the foregoing agreement as such officers of said company, by its authority.

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

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 \_\_\_\_\_.

*[Signature Page to Development Agreement]*

**EXHIBIT A**  
**Property**

The West 33 ft. of what is now Lot 3 of Block 8 of Whitewater Village, now City, as Resurveyed, being sometimes known as the Original Town of Whitewater, Walworth County, Wisconsin.

Also, another piece of land adjoining the last mention piece on the S. and described as follows:

So much of the N. 1/3rd part of Lot 2 in said Block 8 as was not sold by Levi Powers to S. Clark by deed dated July 15, 1855, and recorded October 2, 1855, in Volume 21 of Deeds, Page 581, Walworth County Records.

Also, a third piece of land described as follows:

A part of said Lot 3 in said Block 8 bounded as follows:

Beginning on the N. line of said Lot 3, 30 ft. west of the N.E. corner and running W'ly along the N. line of lot 20 ft. thence S'ly at right angles to the N. line of the lot to the S. line thereof; thence E'ly on the S. line 20 ft thence N'ly to the place of beginning; being the property known as the "Bower House" and extending from main Street back to the N. wall of property formerly known as the "Hucker Saloon" Including use of the N. Wall as a part wall.

Tax Key No. /OT 00070  
Address: 187 W. Main Street

**EXHIBIT B**  
**Infrastructure Improvements**

The City will assist with infrastructure updates to the Property and surrounding properties, which together with the Loan will be in an amount of approximately \$150,000.00, including the following: (1) re-routing the rain/roof water to the west at 2<sup>nd</sup> Street; (2) tie the down spout and then route rainwater into the storm sewer; (3) replace 10' of sidewalk, curb, gutter and concrete paving; (4) upgrade the water laterals for the building in the front of the building on Main Street; and (5) replace approximately 12' of sidewalk, curb, gutter and asphalt paving.

**EXHIBIT C**  
**Developer's Improvements**

Restore the building on the Property to be closer to its original appearance and prominence, as an important and historical building in Walworth County, including the following:

- Remove stucco covering the front and side elevations.
- Open the window opening and replace windows with modern windows of the same size and appearance of the original window on the upper floors on the front and side elevation.
- Depending on condition found, will repair existing and /or cover façade with material that resembles the original or historical fitting look to the building.
- Repair and replace all structures and update all systems to current code, this includes electrical, plumbing and roofing fire protection systems.

The build out of the lower level will allow for the flexibly to accommodate various commercial tenant(s). The renovated commercial space is estimated to be 4000 to 6000 sq feet. The upper floors will be developed into a mix of different living spaces designed with higher end amenities. The upper residential space will contain 12 separate residential units varying between 1 and 2 bedrooms each. The property owner has based his exterior renovation on the original design rendering provided by the Wisconsin Main Street program.

**EXHIBIT D**  
**Form Loan Agreement**  
**(See Attached)**



## Council Agenda Item

Meeting Date:	March 15, 2022
Agenda Item:	Strand Task Order 22-03 Street Maintenance
Staff Contact (name, email, phone):	Brad Marquardt, <a href="mailto:bmarquardt@whitewater-wi.gov">bmarquardt@whitewater-wi.gov</a> , 262-473-0139

### BACKGROUND

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

As part of the annual street maintenance program, staff is proposing to place an asphalt surface over the deteriorated concrete pavement on Janesville Street from Walworth Avenue to the railroad tracks; and repaving Newcomb Street from Milwaukee Street to Clay Street and Bishop Street from Newcomb Street to Clay Street. Additionally, staff is planning on chip sealing Caine Street, Gault Street and Clark Street, and placing an asphalt sealer on portions of Center Street, Boone Court and Summit Street.

To publicly bid this project, Strand will provide plans and bidding documents.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Public Works Committee discussed this item at their March 8, 2022 and made a recommendation to move forward with the streets listed and approve Strand Task Order 22-03.

### FINANCIAL IMPACT

(If none, state N/A)

Compensation for Strand's services are based on an hourly rate plus expenses not to exceed \$15,000. Monies will come from Fund 280 – Street Repair.

### STAFF RECOMMENDATION

Staff recommends approving Strand Task Order 22-03, Street Maintenance.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Strand Task Order 22-03, 2022 Street Maintenance



Task Order No. 22-03  
City of Whitewater, Wisconsin (OWNER)  
and Strand Associates, Inc.® (ENGINEER)  
Pursuant to Agreement for Technical Services dated December 30, 2020

### Project Information

Project Name: 2022 Street Maintenance

Project Description: Asphalt overlay on Janesville Street and chip seal on various streets.

Services Description: Design and bidding-related services.

### Scope of Services

ENGINEER will provide the following services to OWNER.

#### Design Services

1. Use geographical information system (GIS)-based mapping to prepare base mapping drawings for an asphalt overlay of approximately 1,200 linear feet (LF) of Janesville Street south of Walworth Avenue, approximately 500 LF of Bishop Street between Clay Street and Newcomb Street, and approximately 500 LF of Newcomb Street between Clay Street and Milwaukee Street. Limits of asphalt overlay will be shown on drawings. No concrete pavement, sidewalk, curb ramp, or curb and gutter replacement is anticipated. Asphalt overlay will extend into gutter pan where curb and gutter exists. Pavement markings will be replaced to match existing.
2. Use GIS-based mapping to prepare a map showing streets planned for chip seal treatment.
3. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings.
4. Prepare construction staging and traffic control drawings for Janesville Street.
5. Submit draft Bidding Documents to OWNER for review. Incorporate review comments, as appropriate, and prepare final Bidding Documents.

#### Bidding-Related Services

1. Distribute Bidding Documents electronically through QuestCDN, available at [www.strand.com](http://www.strand.com) and [www.questcdn.com](http://www.questcdn.com). Submit Advertisement to Bid to OWNER for publishing.
2. Prepare addenda and answer questions during bidding.
3. Conduct electronic bid opening through QuestCDN, tabulate and analyze bid results, and assist OWNER in the award of the Construction Contract.
4. Prepare up to three sets of Contract Documents for signature.

# FINAL COPY

Strand Associates, Inc.®

City of Whitewater  
Task Order No. 22-03  
Page 2  
March 3, 2022

## Compensation

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

## Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of March 14, 2022. Services are scheduled for completion on December 30, 2022.

## TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

CITY OF WHITEWATER

**NOT FOR  
SIGNATURE**

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

Date

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

Date



# Council Agenda Item

Meeting Date: March 15, 2022

Agenda Item: Ad Hoc Referendum Advisory Committee

Staff Contact (name, email, phone): Cameron Clapper, [cclapper@whitewater-wi.gov](mailto:cclapper@whitewater-wi.gov), 262-473-0104

## BACKGROUND

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

The City of Whitewater provides fire and EMS service to the community via a third party, not-for-profit firm, WFD, Inc.

For decades, WFD, Inc. has been staffed by volunteers willing to respond at any hour of the day or night in order to provide this valuable service. However, calls for service and first responder training demands have increased over time while the number of individuals available to serve as volunteers has decreased.

To address staffing issues resulting from low volunteer availability, WFD, Inc. recently shifted to an hourly pay structure and hired EMTs to remain onsite Monday-Friday to respond to calls for service.

While this change in staffing and compensation has dramatically improved department responsiveness to calls for service, the change is not sustainable without a significant increase in funding for the service.

Given current state laws limiting a municipalities ability to increase the local tax levy, The City of Whitewater will likely need to hold a referendum in order to increase the property tax levy enough to accommodate the additional cost. If the City pursues a referendum, it will likely need to occur in November, 2022.

Before asking the common council to officially resolve to hold a referendum in November, city staff is requesting authorization to form a citizen advisory committee to review current needs and existing resources related to fire and EMS services. The committee would provide feedback to staff and the common council for consideration prior to developing a referendum question for the November ballot.

City staff requests feedback on composition of the advisory committee as well as city manager authorization to organize the ad hoc committee.

## PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

None

## FINANCIAL IMPACT

(If none, state N/A)

N/A

## STAFF RECOMMENDATION

Staff recommends authorizing the city manager to organize an ad hoc advisory committee comprised of residents and other community stakeholders to consider an anticipated referendum in November 2022.

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

N/A



## Council Agenda Item

Meeting Date:	March 15, 2022
Agenda Item:	MDV Watershed Plan Agreement
Staff Contact (name, email, phone):	Tim Reel, <a href="mailto:treel@whitewater-wi.gov">treel@whitewater-wi.gov</a> , 262-473-0560 Brad Marquardt, <a href="mailto:bmarquardt@whitewater-wi.gov">bmarquardt@whitewater-wi.gov</a> , 262-473-0139

### BACKGROUND

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

The Wastewater Utility has been looking at cost effective ways to achieve phosphorus permit limit compliance. The Utility applied for, and has received verbal approval for, a Multi-Discharger Variance Self-Directed Project. The project will include the conversion of two agricultural fields, located adjacent to the Wastewater Utility, into a conservation tall grass prairie.

Modeling of the conversion of the agricultural fields into tall grass prairie showed there was sufficient phosphorus nutrient “credits” available to validate our proposed project. With this information, along with soil tests values, WDNR representatives agreed and provided verbal approval to move forward. The City, with help from Strand, is in the process of formalizing the WDNR application through completion of a Watershed Checklist and Watershed Plan. To meet the recommended compliance window, we will need to prepare the site and have it seeded by late May, early June.

Through research and assistance from consultants, staff have concluded this phosphorus compliance approach is the most economical solution for the City of Whitewater.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

An informational update was provided to the Public Works Committee on January 11, 2022. The Public Works Committee reviewed the Multi-Discharger Variance Self-Directed Project at their March 8, 2022 meeting and recommended approval of the phosphorus compliance strategy involving the conversion of two agricultural fields to tall prairie grass.

### FINANCIAL IMPACT

(If none, state N/A)

Estimates for the conversion of the two fields to tall prairie grass is below \$10,000 and therefore does not require public bidding. Funds for this work will be obtained from the Wastewater Utility cash reserve account.

### STAFF RECOMMENDATION

To keep this project moving forward and on track for planting in late May, staff’s recommendation is for Council to approve the Draft Multi-Discharger Variance Watershed Plan Agreement and authorize the City Manager to sign when completed.

---

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Public Works Minutes – January 11, 2022
  2. Draft Multi-Discharger Variance Watershed Plan Agreement
  3. Map of Fields
  4. Quotes
-

**Discussion and Possible Action regarding the status of meeting the Phosphorus limits at the Wastewater Treatment Facility.**

Marquardt stated there will be changes coming to our phosphorus limit. It will go from 1.0mg/L to 0.075mg/L. Therefore, we need to report to the DNR on how we are going to accomplish this change.

Tim Reel stated the State of Wisconsin implemented some phosphorus regulatory rules back in 1992. With that change, the WWTP constructed a new building in 1997 that would chemically treat phosphorus with aluminum sulfate. That building went online in 2000. At that time, the permit level for effluent phosphorus was 1.0mg/L. With that, there were still many water quality concerns.

The State of Wisconsin then came back in 2010 and passed what they called a phosphorus rule, which was an update to those existing regulations. What that meant for Whitewater was the new permit limit was going from 1.0mg/L to 0.075mg/L. As part of the rule package, the DNR knew it was going to be costly to meet those new limits. Therefore, they gave municipalities up to two permit cycles to meet the limits and one cycle is five years. We have now passed that limit. Our current permit expires on March 31, 2022. Our facility had an upgrade in 2016 to 2018 and we took the opportunity to move from a chemical phosphorus treatment process to a biological phosphorus treatment. Before the upgrade, we were spending anywhere from \$40,000 to \$70,000/year on chemicals. Now, we are maybe spending \$4,000/year. It was very successful going from chemically treating phosphorus to a biological process.

As a part of the regulatory update by the DNR in 2010, they provided quite a few creative options for treatment plants. In general, those options are: a) construction of a facility upgrade capable of meeting new standards b) Adaptive Management c) Nutrient Trading and d) Site specific variance. Each option listed comes with its own set of alternatives and nuances along with the fact that options can be used together.

Based on the regulatory options and our permit cycling, the City began a planning effort with the current permit in 2017. The Wastewater Utility started looking at ways to optimize the new process by working with an engineer in 2017 and 2018. They also started looking deeper into the alternatives received by the DNR. At the end of this five-year planning effort the City worked in partnership with Strand Associates on the Final Compliance Alternative Plan (FCAP). A copy of this plan was provided to committee members. Reel stated again that the primary driver right now is the permit renewal with the DNR. The renewal permit has already been submitted based on the 180 days it is due before the expiration date of the permit. The recommendation provided in the FCAP was to move forward with the variance, and specifically with the multi-discharge variance. Reel provided facts sheets along with the plan. This application was denied in November 2021 because our effluent Phosphorus concentration were below the targeted value of 0.20mg/L for most of the year. In effect, they were running too well. Annual average discharge concentrations for 2019 thru 2021 were 0.16, 0.17 and 0.19mg/L respectively. A subsequent application for an MDV, Self-Directed Project, has been submitted, in response, to the WDNR. If the "Self-Directed" approach is unacceptable to the WDNR, they will follow up with a request for an Individual Phosphorus Variance (IPV) based on economics.

**Multi-Discharger Variance Watershed Plan Agreement**  
**Between**  
**Wisconsin Department of Natural Resources**  
**And**  
**City of Whitewater**

**THIS MULTI-DISCHARGER VARIANCE WATERSHED PLAN AGREEMENT** (this “Agreement”) is made by and between the **City of Whitewater** and the WISCONSIN DEPARTMENT OF NATURAL RESOURCES (“Department”).

RECITALS

- A. The **City of Whitewater** (“**Permittee**”) is a municipal corporation in **Walworth County**, Wisconsin. **Permittee** manages and operates the wastewater treatment facility (“**Facility**”) and has the authority to enter into this Agreement.
- B. The Facility discharges effluent to the **Whitewater Creek** in **Jefferson County**.
- C. **Permittee Contact**. For purposes of this Agreement, **Permittee**’s contact shall be:
  - Tim Reel, Wastewater Utility Superintendent**
  - Brad Marquardt, Director of Public Works**
  - Cameron Clapper, City Manager**
- D. **Permittee**’s discharge is regulated under WPDES Permit WI-002000-09 (“**WPDES Permit**”). The Department is proposing to reissue this WPDES Permit (WI-002000-10) with a phosphorus water quality based effluent limitation.
- E. In accordance with Wis. Stat. § 283.16, as part of its application for reissuance of **Permittee**’s WPDES permit, **Permittee** applied to the Department for coverage under Wisconsin’s multi-discharger variance for phosphorus (“**phosphorus MDV**”).
- F. In support of its request for coverage under Wisconsin’s phosphorus MDV, **Permittee** submitted to the Department an application dated **date**, a MDV Watershed Plan.
- G. After reviewing **Permittee**’s submittals, the Department determined that **Permittee** is eligible for coverage under the phosphorus MDV, and that the **project** proposed by the Watershed Plan would be sufficient to reduce the amount of phosphorus entering the waters of the state to the levels required by Wis. Stat. § 283.16(6)(b)2.
- H. **Watershed Plan**. In this Agreement, “**Watershed Plan**” means the **document(s), submittal dates, any letters or attachments**, a copy of which is attached to this Agreement as Exhibit A.

AGREEMENT

**Permittee** and the Department enter into this Agreement whereby **Permittee** agrees to implement projects identified in their approved Watershed Plan to reduce the amount of phosphorus entering the waters of the state to the levels required by Wis. Stat. § 283.16(6)(b)2. Accordingly, **Permittee** and the Department (jointly the “**Parties**”) agree as follows:

1. Phosphorus Reduction. In this Agreement, the term “Phosphorus Reduction” means the reduction in the amount of phosphorus entering the waters of the state that must be achieved by **Permittee** through implementation of projects identified in their Watershed Plan pursuant to Wis. Stat. § 283.16(6)(b)2. Wis. Stat. § 283.16(6)(b)2. requires the Phosphorus Reduction equal the difference between the annual amount of phosphorus discharged by the point source and the target value as defined in Wis. Stat. § 283.16(1)(h).
2. Watershed Projects. **Permittee** agrees to undertake and complete the **project** described in the Watershed Plan during **timeframe**. Implementation of the **project** described in the Watershed Plan is estimated to result in a reduction of **# pounds** of phosphorus discharged from those sites on an annual basis.
3. Project Site Ownership and Maintenance. **Projects** within city limits, as described in the Watershed Plan, are owned by the **Permittee**. As the site owner, **Permittee** is responsible for the continued maintenance of the **project** described in the Watershed Plan.
4. Design Standards for Projects. The **project** will be constructed and maintained as provided in the Watershed Plan. Design standards for the **project** will comply with NRCS Technical Standard **###**.
5. Annual Inspection and Repairs. **Permittee**, or the **agent** on the **Permittee**’s behalf, shall conduct annual inspections of the **project**. Annual inspections shall consist of site visits and photographic documentation. Any deficiencies in the **project** will be noted and corrected within thirty (30) days of the inspection. Maintenance and any necessary reconstruction shall be done in compliance with the design standards required by this Agreement. Any duly authorized officer, employee or representative of the Department shall have the right to access and inspect the projects described in the Watershed Plan pursuant to Wis. Stat. § 283.55(2) so long as this Agreement remains in effect.
6. Inspection after Flood Event. (Streamside Projects Only) If a flood event greater than or equal to a 10-year flood event occurs, **Permittee**, or the **agent on Permittee**’s behalf, will conduct an additional inspection of the streambank stabilization projects within two (2) weeks of the flooding event. The inspection shall be performed like a regular annual inspection, and any deficiencies or failure in streambank stabilization will be corrected within thirty (30) days of the inspection, consistent with the design standard in this Agreement.
7. WPDES Permit. This Agreement is made on the understanding that the Department will propose to reissue **Permittee**’s WPDES Permit and include in the proposed reissuance of WPDES Permit (permit no. WI-002000-10) terms and conditions required for coverage under the phosphorus MDV. If the Department does not reissue **Permittee**’s WPDES Permit and include coverage under the phosphorus MDV, this Agreement is null and void. If EPA objects to granting phosphorus MDV coverage to **Permittee**, then this agreement is null and void.
8. Effective Date and Term. (a) This Agreement shall become effective on the later date of the completion of the following conditions: (i) the Department approves a Watershed Plan that is consistent with this Agreement; and (ii) the WPDES permit is reissued and includes variance terms that are consistent with the approved Watershed Plan and the terms of this Agreement. The Agreement applies and is effective for the term of the reissued permit (WI-002000-10) unless this permit is modified, terminated or revoked and reissued by the Department to eliminate coverage under the variance. (b) In accordance with Wis. Stat. § 227.51(2), if the variance has not been

terminated, and if **Permittee** files a timely application for the reissuance of the permit and continues to maintain the project, the terms of the Agreement will continue until the later of the following: (i) the permit application has been finally acted upon by the Department, (ii) the last day for seeking review of the agency's decision, or (iii) a later date fixed by a reviewing court. If **Permittee** intends to apply for continuance of variance coverage in a subsequent reissued permit, a new variance application must be submitted in accordance with Wis. Stats. s. 283.16 and applicable requirements.

9. Termination. The Parties may terminate this Agreement by written agreement at any time. The Department may terminate this agreement and coverage under the phosphorus MDV if any one of the following occur:
- i. **Permittee** fails to implement or maintain the **project** in the Watershed Plan as approved by the Department;
  - ii. **Permittee** fails to comply with WPDES Permit terms and conditions related to phosphorus MDV, including failure to achieve the annual phosphorus load reduction required under Wis. Stat. § 283.16(6)(b)2.;
  - iii. New information becomes available that causes the Department to determine that the coverage under the phosphorus MDV is no longer an acceptable option, including an objection or disapproval of the variance by EPA or results of litigation by a third party challenging the variance.

Any action by the Department to terminate this Agreement and coverage under the phosphorus MDV shall be implemented through a modification, revocation and reissuance or reissuance of the WPDES Permit. Prior to termination of this agreement, the Department shall notify **Permittee** of its intent to terminate the MDV coverage and shall provide an opportunity for **Permittee** to discuss the proposed termination with the Department.

10. Amendment. This Agreement may be amended only by a further written document signed by each of the Parties. The Watershed Plan, Agreement and permit terms may be revised as part of a future permit reissuance or modification or revocation and reissuance.
11. Recitals. The statements contained in the Recitals are incorporated and made a part of this Agreement.
12. Hold Harmless. In no event shall the Department be liable to any party under this Agreement or to any third party in contract, tort or otherwise for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits, except as provided under federal, state or local laws.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

Permittee Full Name,

By:

---

Authorized Representative

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

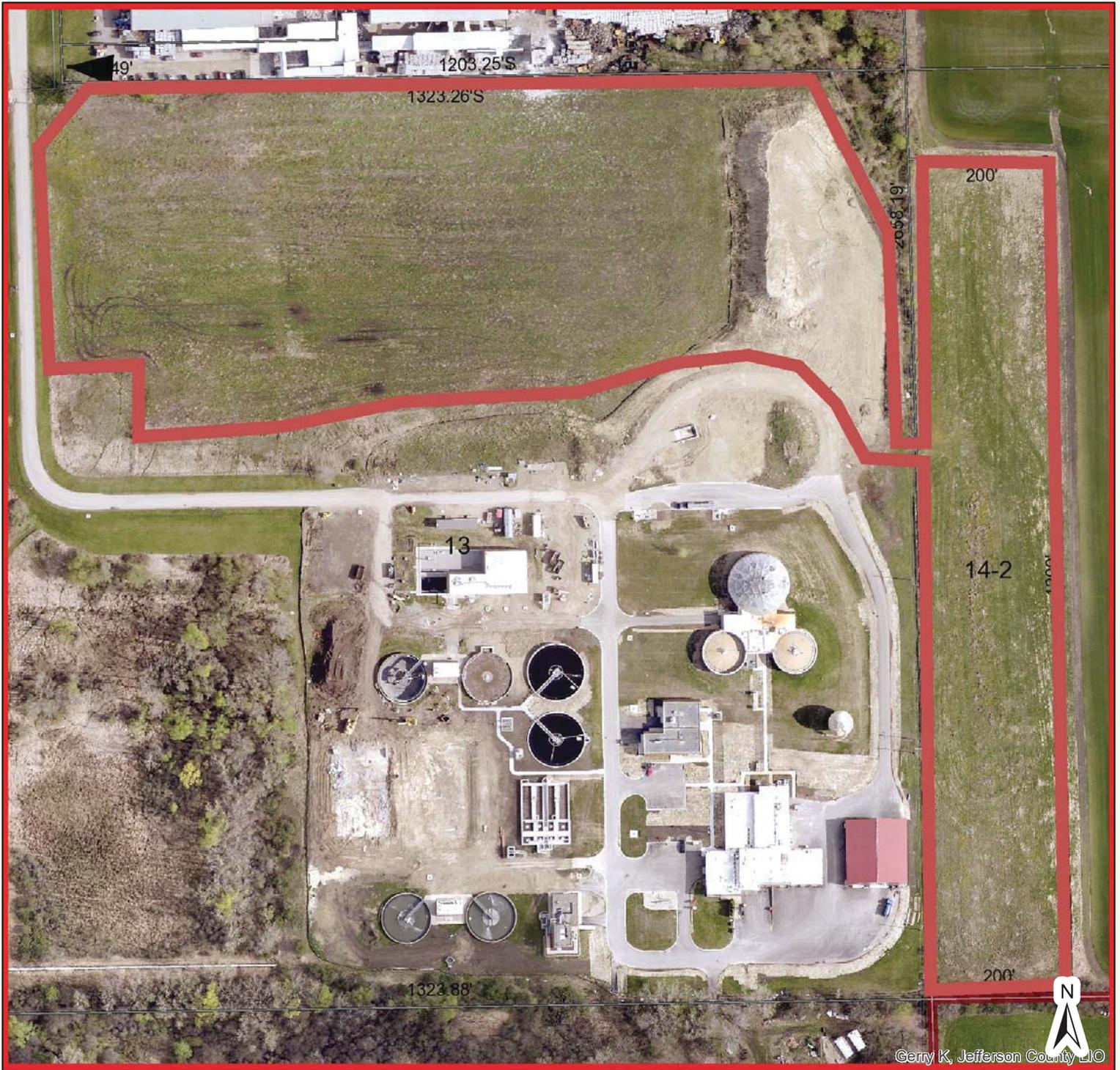
WISCONSIN DEPARTMENT OF  
NATURAL RESOURCES

By:

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Adrian Stocks, Water Quality Bureau Director

# Jefferson County Land Information



Gerry K, Jefferson County I/O

- |                     |                       |  |                    |  |               |
|---------------------|-----------------------|--|--------------------|--|---------------|
|                     | Description           |  | Rail Right of Ways |  | Tax Parcels   |
|                     | Municipal Boundaries  |  | Road Right of Ways |  | Red: Band_1   |
| <b>Parcel Lines</b> |                       |  |                    |  |               |
|                     | Property Boundary     |  | Surface Water      |  | Green: Band_2 |
|                     | Old Lot/Meander Lines |  | Map Hooks          |  | Blue: Band_3  |



Jefferson County Geographic Information System

3/11/2022  
 DISCLAIMER: This map is not a substitute for an actual field survey or onsite investigation. The accuracy of this map is limited to the quality of the records from which it was assembled. Other inherent inaccuracies occur during the compilation process. Jefferson County makes no warranty whatsoever concerning this information.

Printed on March 8, 2022

Author: Public User



March 9, 2022

Tim Reel  
City of Whitewater

RE: Seeding Quote

Tim,

Thanks for showing me around last week. As we discussed, I recommend you let the site green up well into May and then spray. We can seed directly into the field as is a week or so after that.

The cost to seed 17 acres of CP25 is \$5,975

Cost includes all materials (seed) and installation (labor, equipment and supplies) using a no till drill specifically designed for prairie seed. It does not include any preparation or items other than materials and installation. Warranty is for materials and workmanship only: seed will be tested and delivered in lbs or ounces of pure live seed (PLS) and we will use industry standard methods to install. There is no guarantee that prairie species will become established. This takes several years to determine and requires appropriate maintenance.

We recommend that oats be added as a cover crop. The additional cost if approved will be \$785.

The CP25 mix is pretty good. However, the site varies from quite dry to quite wet so some modification would be appropriate for certain areas as would some increased diversity.

I look forward to discussing.

Thanks,

Carl V. Korfmacher  
Owner, Midwest Prairies, LLC



*Environmental Consulting and Restoration Proposal*

EXHIBIT A

**EC3 Environmental Consulting Group, Inc.**

P.O. Box 44281  
 Madison, WI. 53744-4281  
 608.497.0955 Office  
 608.497.0956 Fax

**TO:** City of Whitewater  
 109 County Hwy U  
 Whitewater, WI 53190  
 262-473-0560  
[TReel@whitewater-wi.gov](mailto:TReel@whitewater-wi.gov)

SALES PERSON: Eric Schlender

DATE PREPARED: February 22, 2022

PROJECT #: ES11691

EXPIRATION DATE: March 24, 2022

Prairie Restoration CP25 Mesic

DAYS NEEDED TO COMPLETE PROJECT		FEE SCHEDULE	
Anticipated Start Date	Anticipated Completion Date	Deposit %30	Terms
May 1, 2022	June 15, 2022	\$ 1,840.20	BALANCE DUE ON PROJECT COMPLETION
QTY	Scope of Services	UNIT PRICE	LINE TOTAL
1	Herbicide Application Spring 17.4 acres <i>Includes:</i> Burndown application with glyphosate and 2-4D Applied with UTV or Tractor Sprayer Herbicides, adjuvents, mobilization and consumables	1,575.00	\$ 1,575.00
17.4	CP25 Seed Mix <i>See attached seed mix</i>	160.00	\$ 2,784.00
1	Native Installation Spring 17.4 acres <i>Includes:</i> Custom Great Plains no-till drill and tractor Drill seed calibration and set up Mobilization and consumables	1,775.00	\$ 1,775.00
<b>SUBTOTAL</b>			<b>\$ 6,134.00</b>
Sales Tax (5.5%)			NA
<b>TOTAL DUE</b>			<b>\$ 6,134.00</b>

To accept this quotation, please sign, date, and return with Ecological Consulting and Restoration Agreement and Deposit.

Please Make all checks payable to EC3 Environmental Consulting.

Name \_\_\_\_\_ Date \_\_\_\_\_

**Thank you for your business!!**



Tallgrass Restoration, LLC  
 Jordan Rowe  
 3219 E. County Road N  
 Milton WI 53563-9633

Phone: 608-531-1768  
 Fax: 608-531-2227  
 Mobile: 608-302-9530  
 JRowe@tallgrassrestoration.com

# Proposal

Date	3/4/2022
Proposal #	14564

Our new office is open! Our Milton address has changed to: 3219 E County Road N

City of Whitewater  
 Attn: Tim Reel

262-473-0560  
 treel@whitewater-wi.gov

## Wastewater CP25 Install

Description	Qty	U/M	Rate	Total
Materials: 17.5 Acre CP25 Prairie Seed Mix	17.5	Ac	200.00	3,500.00
Drill Seed Installation of Above Selected Seed Mix Using Tractor and Truax No-Till Drill	1	Visit	1,580.00	1,580.00
Year 1 Growing Season Ecological Mowing to Control Weeds While Prairie Slowly Grows	3	Visit	1,040.00	3,120.00
Pesticide labels are available upon request at no additional charge.				

<b>Total</b>	<b>\$8,200.00</b>
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\_\_\_\_\_  
 Sales/Project Manager, Tallgrass Restoration, LLC

\_\_\_\_\_  
 Date

Acceptance of Proposal: The above prices and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. All deletions have been noted. I am familiar with and agree to the terms and conditions attached. To accept this proposal, please sign on the line below and return the signed original to Tallgrass Restoration, LLC.

\_\_\_\_\_  
 Client Representative

\_\_\_\_\_  
 Date

This proposal includes term and conditions attached and constitutes a binding contract agreement upon acceptance. Tallgrass Restoration, LLC is fully covered by insurance. Our employment practices are fully compliant with applicable State and Federal laws and regulations. TGR's warranty is conditioned upon timely payment of invoices, normal plant care by the client, and contracted and performed stewardship/maintenance activities for consecutive growing seasons following the installation of the plant material. All materials are at wholesale prices and include shipping and handling fees.



# Council Agenda Item

Meeting Date: March 15, 2022

Agenda Item: Fire Department Integration Process Advisor

Staff Contact (name, email, phone): Cameron Clapper, [cclapper@whitewater-wi.gov](mailto:cclapper@whitewater-wi.gov), 262-473-0104

## BACKGROUND

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

The City of Whitewater and WFD, Inc. are currently in negotiations with WFD, Inc. regarding a memorandum of understanding and future agreement for the full transition/integration of fire and EMS services into the City of Whitewater.

A municipally-run fire department would benefit the community in at least two ways.

1. Allow for the provision of competitive wages and benefits for fire fighters and EMTs.
2. Allow for more direct oversight and greater accountability for municipal officials and department employees related to fire department performance and the use of tax dollars for department operations.

To effectuate a successful transition, professional subject matter experts are needed to serve in an advisory capacity, possibly providing some staff support as needed.

City staff reached out to three firms known to provide professional skill and expertise in the realm of fire and EMS operations. These firms were invited to provide proposals outlining their relevant skills and expertise. Two proposals were submitted.

City staff members, together with representatives from WFD, Inc. will be interviewing each of the two firms on Friday, March 11. Staff will provide a recommendation to the common council following the interviews.

The common council is being asked to authorize city staff to move forward developing a professional services agreement with one of the two firms.

## PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

None

## FINANCIAL IMPACT

(If none, state N/A)

This will depend on the firm selected and the level at which the professional advisor would ultimately be involved. No financial obligations will result from common council action at this time.

## STAFF RECOMMENDATION

Given the interviews will occur on Friday, March 11. A recommendation is not available for inclusion in the packet of meeting materials at this time. Staff will provide a recommendation at the meeting.

## ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Proposals from McMahon and PNG

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# Proposal For Professional Consulting Services

## Public Safety Management Counsel

Prepared for The

**THE CITY OF WHITEWATER**

JEFFERSON COUNTY, WISCONSIN



December 10, 2021

M0032-04-21-00001

Prepared By

JEFFREY R. ROEMER

**McMAHON**  
ENGINEERS ARCHITECTS

1445 McMAHON DRIVE | NEENAH, WI 54956  
Mailing P.O. BOX 1025 | NEENAH, WI 54957-1025  
PH 920.751.4200 FX 920.751.4284 MCMGRP.COM

[Public Safety & Municipal Management](#)

## Public Safety Management Counsel

Prepared for The  
**THE CITY OF WHITEWATER**  
JEFFERSON COUNTY, WISCONSIN

Prepared By  
McMahon Associates, Inc. | NEENAH, WISCONSIN  
December 10, 2021  
McM. No. M0032-04-21-00001

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W:\USERS\jroemer\PS & MM INFO\PROJECT WORK\Proposed\Whitewater

December 10, 2021

Mr. Cameron Clapper  
City Manager  
312 W. Whitewater St.  
Whitewater, WI 53190

Dear Mr. Clapper,

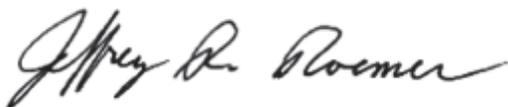
We are pleased to submit a proposal for Public Safety Management Counsel for the City of Whitewater. Our teams' passion for Public Safety and working with Public Safety Management provides the basis for our interest in submitting this proposal. The McMahon Associates, Inc. (McMAHON) team of consultants will not only meet your expectations, but also has extensive Executive Selection experience.

McMAHON's Public Safety and Municipal Management Group is a national and international consulting firm whose focus is on public sector consulting services. Most of our clients are public sector entities: municipalities, counties, tribes, or special districts. Our team of consultants are all senior level staff and are either current or former municipal management practitioners. An important component of our approach is frequent communication with City Administration.

Our extensive operational and strategic experience in the public safety area uniquely qualifies us for a project of this nature. The team has management, operational, technical, municipal law and consulting experience with all types of municipal and public safety operations experience.

Thank you again for the opportunity to submit this proposal. If you have any questions or desire to schedule a meeting where we can present our proposal in more detail and answer any questions, please feel free to contact me at 920-751-4200 ext. 401 or by email at [jroemer@mcmgrp.com](mailto:jroemer@mcmgrp.com). We look forward to working with you on this important project!

Respectfully,  
McMahon Associates, Inc.



Jeffrey R. Roemer  
Public Safety Manager

McMAHON provides public management consulting that provides professional, high quality public management consulting, project management and other related services to organizations throughout the United States and abroad. Our consultants have served the needs of numerous municipalities throughout the United States and remain very active with several public safety and government related organizations including:

- Wisconsin City/County Management Association
- International City/County Management Association
- Wisconsin State Fire Chiefs Association
- International Association of Fire Chiefs
- International Association of Police Chiefs
- Association of Public Safety Communications Officials
- American Academy of Certified Public Managers
- Paramedic Systems of Wisconsin
- National Emergency Number Association
- National Police Protection Association
- Wisconsin Society of Certified Public Managers
- Wisconsin State Police Chiefs Association
- Wisconsin Association of Public Safety Communications Officials

Our consultants possess in-depth knowledge of relevant aspects of public service, which includes administration, communications, organization, labor relations, human resources, economics, and standards. This knowledge allows us to provide clients with an intellectual and objective analysis of the information received. This information is then presented in an easily understood format, allowing policy boards to make knowledgeable and informed decisions.

Project progress is measured against an established work plan, timetables, budget, and list of deliverables. Project methodology includes frequently scheduled progress meetings to discuss progress as well as new or unanticipated issues. The work plans are focused, coordinated, and logical. Project team members are also available throughout the duration of the project.

Our approach to this project requires a clear understanding of the current City Departments organization, staffing, operations, administration, planning, and related concerns. The key elements of our methodology include:

- A clear understanding of the project background, complex issues involved and the goals and objectives.
- A work plan that is comprehensive, well designed, practical and provides for ample opportunity for client input.
- Sufficient resources and a commitment to successfully completing the project within the desired time frame and at a reasonable cost.

## Client Input

To provide Public Safety Management Counsel and make specific recommendations, it is critical that we receive quality information from officials and staff. Accordingly, our approach includes regular meetings with the City Directors, along with associated agencies that would have valuable information to communicate to the Service.

## Practical Recommendations

Our goal is to provide our client with realistic recommendations for the administration and management of the City. These recommendations need to be practical and based on sound practical standards and legal considerations.

## Project Management

A successful assessment and the provision of effective recommendations requires a special effort to ensure that all levels of the project receive adequate attention and those findings and recommendations are thoroughly coordinated. This is accomplished by the development and adherence to a project work plan, clear management team assignments and frequent communications with City Administration.

- **Department Meetings** – Initial meetings will be held with City Administration to review the duties and responsibilities of McMAHON during the term of this project.
- **Management Team** – The management team will consist of the McMAHON project team, and the City of Whitewater appointed project team. This team will meet initially to organize and plan the communications structure, the daily, weekly, and monthly work plan, which will be utilized to complete the project.
- **Availability** – The McMAHON project manager will be on-site if needed and will provide the ability for direct communications with the City Administrator and Fire Chief daily.
- **Administration** – The management team will manage the project direction, revisions of department operations, drafting of policies and procedures, and coordination of agencies and resource needs.
- **Training** – The management team will assist in developing a department wide training plan, which will outline training responsibility and provide adequate training for all department personnel on related changes to the Department based on the recommendations.
- **Compliance** – The management team will review all current administrative rules and applicable standards, along with current departmental practices to ensure compliance with relevant legal guidelines and standards. McMAHON will also assist with coordinating corporate and public legal assistance if needed.
- **Equipment and Maintenance** – The management team will review current equipment, maintenance procedures and provide recommendations for any changes based on the resource recommendations.
- **Standard Operating Guidelines** - The Project Manager will also provide guidance and assistance with the implementation and training of any changes to department standard operating guidelines, response plans and policies and procedures.
- **External Contacts** - The Project Manager will assist with external departments, dispatch and related agencies as needed.

- **Reporting** – A management summary report will be provided to the City monthly. This report will outline the project team and department activities and actions that have taken place during this project.
- **Emergency Scene Operations** – The management team will review current incident scene practices and uniformity and develop and refine related standard operating guidelines to assure adherence to safety standards, best tactical practices, and uniformity throughout the Department, based on the recommendations.
- **EMS Coordination** - The Project Manager would also be available to assist with EMS coordination as needed by the Department.

# Project Fee / Schedule

## Project Fee

McMahon Associates, Inc. proposes to provide the Scope of Services described in this Proposal for the Public Safety Management counsel as follows:

*Time & Expense estimated at: \$2,000 - \$ 4,000 per month*

Upon acceptance of this Proposal, McMAHON will prepare an Agreement incorporating the Scope of Services and terms outlined here. All services will be provided in accordance with our General Terms & Conditions, dated March 19, 2020.

Invoices will be sent every month based on the previous months' time and expenses.

## Project Schedule

McMAHON has the staff available to begin this project immediately upon award. Based on our prior experience in projects similar in nature to that requested in the RFP, it is estimated that this study will take approximately five to six (5-6) months to complete. This timeline is flexible based on the City's needs. This project can be discontinued with a 30 day notice at any time. The client will only be charged for actual time and expenses spent on this project.

## Project Team / Resumes

Personnel assigned to this project are selected from McMahon Associates, Inc. (McMAHON). The Project Manager supervises the Project Team and clerical personnel support the team. The combined resources assure that the client receives the best possible combination of professional attention.

### Dan Burns – Public Safety Specialist

Dan will work as the Project Manager. Dan is a proven healthcare leader with an intense focus on helping organizations and leaders improve quality, ensure positive financial impact, increase productivity, and enrich the customer experience. Key strengths include optimizing processes, service line management, financial and strategic planning, developing, and nurturing new programs and business plans. He possesses a strong understanding of organizational structure and a proven ability to align various stakeholders to business objectives. Dan spent 30 plus years of his career in Emergency Medical Services as a provider, educator and administrator of hospital-based EMS and prehospital care organizations.

### Lori Gosz – Public Safety Specialist

Lori is a self-motivated, results driven professional with 25 years of municipal government experience in Northeast Wisconsin. A people, process and solution-oriented leader who excels in completing multiple tasks in a timely manner. She has focused experience on data research and presentation, financial reporting and analysis, compliance to federal, state, and local regulations.

### Kevin I. Bierce – Public Safety Specialist

Chief Bierce has been the Fire Chief for the City of Pewaukee Fire Department since 2008 where he oversees all emergency operations. Prior to becoming Chief, he worked in various positions to include Assistant Chief, Division Chief of Prevention, Captain and Lieutenant. As Division Chief of Inspections, Kevin worked to combine the building inspection department of two communities under the authority of the Fire Department to create the Building Services Division overseeing building, zoning, and plan review of all structures in the Village and City of Pewaukee. He is a licensed building official and serves by appointment of the Governor of Wisconsin on the Wisconsin Commercial Building Code Council, responsible for the oversight and review of the Wisconsin Building Codes.

### Lisa Bergersen- Public Management Specialist

Lisa has nearly 30 years of experience in human resources and employment law. Strategic and analytical employment attorney and human resources practitioner with over 15 years of

experience in both public and private sectors. Skilled at leading, advising, and coaching others on complex, sensitive, or high-risk investigations, conflict resolution processes, compliance issues, and remedial action. She has a deep knowledge of employment law and human resources strategy; a proven history of implementing valuable projects, continuously improving existing processes, and fostering positive and effective working relationships.

#### Robert C. Whitaker – Public Safety Specialist

Robert will assist the Project Team and has over 25 years of experience in the fire, emergency medical and emergency management field. He currently works as a Fire Chief/Administrator of a consolidated fire department in Wisconsin. Before his position as Fire Chief/Administrator, he worked as a Deputy Chief of Administration, Battalion Chief and Training Chief. Robert has worked as a consultant on a variety of public sector management projects, including multiple projects on fire service consolidation and shared service initiatives.

#### Jeffrey R. Roemer – Public Safety Manager

Jeff will assist the Project Team with review of project specific information and processes as well as advise on findings and recommendations. He has over 35 years of experience in public safety and is currently Public Safety Manager of the Public Safety & Municipal Management Group for McMAHON. He is a certified public manager and has been providing full time public safety management consulting for the last 21 years. He worked as a Fire Chief, Police Chief, EMS Director, and Emergency Management Director before moving into public management consulting. He has worked with over 300 public safety clients nationwide and internationally.

**City of Wisconsin Dells – Law Enforcement Management Counsel Services**

Mayor  
(920) 448-3000

**City of Baraboo, WI**

**Fire Dept. Organizational & Consolidation Feasibility Study**

Edward Geick, City Administrator  
(608) 355-2715

**City of De Pere, WI**

**Interim Fire Chief, Fire Dept. Organizational & Consolidation Feasibility Analysis**

Larry Delo, City Administrator  
(920) 339-4044

**City of Green Bay – Interim Fire Chief Services**

Mayor  
(920) 448-3000

**City of De Pere – Interim Fire Chief Services**

Larry Delo, City Administrator  
(920) 339-4044

**Door County – Interim Emergency Services Director**

Ken Pabich, County Administrator  
(920) 746-2552

## PROJECT PROPOSAL

February 17, 2022

Steve Hatton, CFA  
Finance Director  
312 W. Whitewater St.  
Whitewater, WI 53190

Dear Mr. Hatton:

Public Consulting Group LLC (PCG) is pleased to present the following proposal to the City of Whitewater, WI, to provide *Fire/EMS Technical Assistance* related to the transition of current fire/EMS services toward a municipal service model with City ownership and oversight.

Our firm is poised and prepared to provide technical assistance to support your city in its transition efforts to bring local fire and EMS/ambulance services under its municipal umbrella. We are directly experienced in the full-scale evaluation of fire and EMS operations, agency administration, and system development nationwide, and we pride our work on providing **Solutions that Matter** to our partnering clients. Locally, our team also has a Wisconsin subject matter expert with statewide familiarization; active credentials as a fire fighter, fire officer, and critical care paramedic; and direct involvement with statewide associations and committee involvement. In short, our firm specializes in this type of work throughout the country – on projects large and small – and we feel as though we would be an excellent fit to help your City to make informed decisions as it enters into its transition process toward building its municipal-based service model.

In this technical assistance partnership proposal, our firm will primarily participate remotely, but understands that occasional in-person meetings/attendance may be warranted. Overall, our focus and relationship with the City will be one of guidance/assistance, subject matter expertise, facilitation, and project collaboration. In lieu of a comprehensive final report to culminate a separate or congruent feasibility study or analysis, our firm's efforts will be more aligned with an active advisory approach toward assisting the City and, when necessary, our firm will provide brief summary reports to better articulate our observations, research, and/or professional recommendations respective to different consideration points.

Outlined below is a flat-rate fee and dynamic listing of services that our firm believes will be prominent in the technical services necessary to successfully aid your City in transitioning its fire/EMS services from a private, non-profit organizational model to a municipal, fire-based EMS service delivery model. The services described below were developed based on insight from our initial conversations and the wish list provided by the City. **PCG is open to working with the City to revise the scope of work to best fit the City's needs**, utilize PCG's guidance, and take advantage of knowledge and contributions by City staff.

**\$38,500 (all-inclusive fee), covering six total calendar months of technical assistance (advisory/consulting) services:**

- ▶ ADMINISTRATIVE SERVICES
  - ▶ Assist in the interview and recommendation process to hire/promote a fire and EMS chief
  - ▶ Recommend a compensation plan for each outlined department position, including FTE allocations for relevant paid staffing needs, and provide relevant subject matter expertise to the City toward job description development
  - ▶ Assist the City with drafting referendum/voter language for future legislative initiatives/actions
  - ▶ Provide meeting attendance and professional services to relevant study/transition committee/team meetings, including the development of agendas, as needed

- ▶ Coordinate with the City to outline a methodology to assign cost of service recommendations for contracting communities
- ▶ Examine opportunities/impacts for local contracting of services to public/private entities, including collegiate activities and other special events
- ▶ Assist in outlining services that other (internal) City resources/departments may provide to the newly-integrated fire/EMS department
  
- ▶ OPERATIONAL SERVICES
  - ▶ Analysis of call/response times and relevant data to determine operational trends/demand
  - ▶ Outline a comprehensive standard operating procedure/guideline listing (table of contents) for the future department to develop, based on statewide and national best practices and professional credentialing standards
  - ▶ Outline a staffing plan that meets daily call volume demand, relevant national fire incident response standards, and state ambulance staffing requirements
  - ▶ Outline a recommended organizational table (chain of command structure)
  - ▶ Identify comparable fire/EMS agency examples within the state and/or nationally that reflect the current and future (transitioned) service delivery model of the department
  
- ▶ PLANNING SERVICES
  - ▶ Develop an apparatus/capital equipment replacement plan, including an assessment of the current department's apparatus/equipment for City purchasing consideration
  - ▶ Develop and disperse an employee engagement survey for the current fire/EMS agency's members designed to capture recruitment/retention, strategic planning, and operational insight relative to the transition of organizational oversight and services to the City
  - ▶ Develop a public engagement survey (with assistance from the City for dispersal) to capture the perspective of the impacted citizens related to this transition of services and its potential financial impact
  - ▶ Examine the EMS delivery level of care to determine the need for future advanced life support (paramedic) services, including paramedic-intercept needs if the future department remains at the Advanced EMT level

Our firm both understands and appreciates the dynamics behind transitioning fire/EMS services from one organization to another, and as a result, wants to assure the City that our focus with this project is on being an unbiased, objective, and professional advisor – technical assistant – throughout the course of our formed agreement. In the event that the City would like to extend our service agreement longer than is originally outlined, we are open to discussing whatever scope and deliverable items may be included in such extended timeframe, and work with the City to form an extended professional services agreement.

Thank you very much for your time and consideration. For questions regarding this proposal, please contact **Chief Ken Riddle** at [kriddle@pcgus.com](mailto:kriddle@pcgus.com) or (702) 287-6546.

Respectfully,

*Matthew Sorrentino*

Matthew Sorrentino, Manager  
 Health Practice Area  
 Public Consulting Group LLC

## PROJECT TEAM AND EXPERIENCE

### Team Experience

PCG's Public Safety Consulting Services (PSCS) team is comprised of experienced subject matter experts (SMEs) with over 70 years of combined fire and EMS industry experience from throughout the country with a variety of service delivery models. As former/retired chief officers, each SME brings insight related to administration, finance, logistics, operations, and planning within the EMS, fire, hazardous materials, and special operations/rescue disciplines. They offer data- and compliance-minded solutions that are realistic and reasonable for our clients to implement and maintain a progressive edge within the industry by attending and presenting at various state/national conferences and events, providing industry-focused articles and subject matter content for various sources, and through continuing their passion within the industry as continuous learners of their trade. Complimented by an experienced and credentialed project manager and operations analyst, the PSCS team brings a strong focus to each of its projects through providing a credible, reliable, and professionally sound final product for each of its clients. Highlighted below are a sampling of the PSCS team's services and a brief biography of the PSCS primary team members.

Administrative Analysis	Financial Studies	Logistics Analysis	Operational Assessments	Planning Review
<ul style="list-style-type: none"> <li>• Credentialing &amp; Accreditation Review</li> <li>• Feasibility Studies</li> <li>• Certificate of Need Analysis</li> <li>• Consolidation, Merger, and Regionalization Analysis</li> <li>• Partnership &amp; Stakeholder Interviews</li> </ul>	<ul style="list-style-type: none"> <li>• Cost-of-Services Study</li> <li>• Rate &amp; Fee Scheduling</li> <li>• Compensation Package &amp; Pay Scale Analysis</li> <li>• Fee-for-Service Analysis</li> <li>• Innovative Reimbursement Strategy Integration</li> </ul>	<ul style="list-style-type: none"> <li>• 9-1-1 Communications &amp; Computer-Aided Dispatch (CAD) Evaluation</li> <li>• Apparatus Depreciation &amp; Valuation Analysis</li> <li>• Equipment &amp; Apparatus Recommendations</li> </ul>	<ul style="list-style-type: none"> <li>• Optimization &amp; Efficiency Studies</li> <li>• Staffing, Unit Location, UHU/Time-on-Task, and Station Planning Analysis</li> <li>• Alternative Service Delivery Model Evaluation</li> <li>• Process Improvement Modeling</li> <li>• Policy &amp; Protocol Development</li> </ul>	<ul style="list-style-type: none"> <li>• Standards of Cover / Community Risk Reduction Planning</li> <li>• All-Hazards Planning &amp; Assessment</li> <li>• Training Program Development</li> <li>• Quality Assurance Program Integration</li> <li>• Strategic &amp; Master Planning</li> <li>• Community Engagement &amp; Program Evaluation</li> </ul>

### Project Team

**Chief Tim Nowak** is a Senior Project Specialist and serves as a fire/EMS subject matter expert with PCG and brings an expansive background within the EMS industry, spanning over the disciplines of education/training, quality, data management, operations, clinical care, special operations, logistics, mobile integrated healthcare (MIH) and community paramedicine (CP), and industry content development.

*Chief Nowak also brings extensive experience within the Wisconsin fire & EMS industry to the forefront of this project. He remains certifies as a Wisconsin Fire Fighter, Fire Officer, Fire Inspector, and Driver/Operator-Pumper, in addition to remaining licensed as a Wisconsin Paramedic with a Critical Care endorsement. He holds two degrees with fire service disciplines – one of which was earned at Fox Valley Technical College – and his first responder, EMT, and paramedic training was all obtained at Northeast Wisconsin Technical College. Chief Nowak actively sits on the state's EMS office subcommittee for Systems Quality and Data and is a former Board of Directors member for the Wisconsin EMS Association. He is a native and current (returned) resident of the Green Bay-area, but also has working experience in three additional states. Chief Nowak has an extensive background in EMS training delivery and quality assurance program development and has been involved directly in the continued education of over a dozen Wisconsin EMS agencies and is a former adjunct faculty member for Northeast Wisconsin Technical College. Nationally, he remains a certified as a Nationally Registered Paramedic, Critical Care Emergency Medical Transport Paramedic, Supervising Paramedic Officer, Managing Paramedic Officer, and Certified Ambulance Documentation Specialist.*

*Operationally, his experience ranges from service delivery as a firefighter/paramedic (and acting lieutenant/company officer) with the Green Bay Metro Fire Department – a large, municipal fire-based EMS service, and into suburban & rural environments – including in smaller communities with a college presence – like River Falls and Winona (MN). Most recently, he served as the Assistant Chief of Special Operations*

*for a countywide EMS agency in Florida where he oversaw the agency's logistics, community paramedicine, and special operations/emergency preparedness sections.*

**Chief Ken Riddle** is a Senior Advisor and serves as technical advisor on all consulting projects, bringing more than four decades of fire and EMS industry experience to the team. In this role, he oversees contract negotiations, project progress and completion, and subject matter expertise and recommendations related to all forms of public safety consulting projects. Previously, Chief Riddle served 28 years with the City of Las Vegas Fire & Rescue and managed every division in the department.

**Ms. Alina Coffman** is a Senior Operations Manager and serves as a project manager with PCG and shares more than 15 years of experience working with public sector clients at the federal, state, regional, and local level. In this role, she oversees the overall timeline process and productivity of each involved project – from RFP proposal construction through final report submission – and serves as a primary point of contact for most team projects.

**Ms. Kaitlynn Edwards** is an Operations Analyst and serves as both a project manager and support staff member with PCG and brings over six years of experience providing project support, management, and customer service via practical experience in project implementation and support, quality assurance, documentation, technical writing, copy editing, and marketing/community outreach.

**Chief Charles Hurley** is a Project Specialist and serves as a fire/EMS subject matter expert with PCG, bringing over 40 years of experience within the fire service industry to the team. Chief Hurley brings well-rounded knowledge, skills, abilities and experience within the fire service, special operations, hazardous materials response, and emergency preparedness disciplines.

## Project Experience

### Jefferson Parish (LA) – Ambulance Feasibility Study

PCG recently completed a project with a parish (county) government that was exploring the costs associated with starting its own countywide, municipal, EMS agency. The parish currently contracts with two private vendors for 9-1-1 ambulance services; both of which have recently become entities of a single regional hospital system. This study included the complete analysis of call volume data, financial impacts related to operating an ambulance service, the development of an organizational table and comprehensive staffing layout, and an outline of start-up costs related to the ground-up build of a high-performance EMS agency.

### Placentia (CA) – New Fire/EMS Agency Development

PCG completed a project with a California city that was seeking to break away from a current countywide fire/EMS system and develop its own city department. This project involved providing guidance toward building a municipal fire/EMS agency, establishing a communications center as a public safety answering point, and outlining the organizational & staffing structure necessary to adequately provide primary fire protection services to the community.

### New York Client (\*Active Project\*) – EMS Organizational Model Study

PCG is currently engaged with a New York client in a project designed to evaluate different organizational models, including private, non-profit, and municipal/3<sup>rd</sup> service models, to determine the best course of action for the current EMS agency to take for the future. Within this study, the current EMS agency covers three municipalities and has equal representation from each of these municipalities on their non-profit board of directors. Operational & financial analysis related to current and future system demands, including a SCOT analysis and employee engagement survey to guide future recruitment & retention efforts are all integrated into this organizational model study.

## PUBLIC CONSULTING GROUP

### PCG Overview

At PCG, we believe in the power of the public sector, and we provide local/county organizations and state agencies with practical and cost-effective recommendations and **Solutions that Matter**. We empower health, EMS/fire, education, and human services organizations to make measurable improvements to their performances and processes.

Because PCG has dedicated itself almost exclusively to government entities over the past 35 years, the firm has developed a deep understanding of the legal and regulatory requirements as well as fiscal constraints that often dictate a public agency's ability to meet the needs of the populations it serves. As a result, we have established a diverse service offering to support our clients.

#### PCG Snapshot

- ▶ Founded in 1986
- ▶ Headquartered in Boston, MA
- ▶ Experience in 50 states, six Canadian providences, and Europe
- ▶ Current contracts in all 50 states
- ▶ 2,500+ employees and staff members in 45 offices and serving remotely

PCG is a privately held Delaware Limited Liability Company managed through four designated practice areas. Practice areas include Health, Human Services, Education, and Technology Consulting. These practice areas are supported by a corporate infrastructure that includes various administrative departments.

### PCG Health

The PCG Health practice area helps both state and municipal health agencies respond optimally to reform initiatives, restructure service delivery systems to best respond to regulatory change, maximize program revenue, and achieve regulatory compliance. We use industry best practices to help organizations deliver quality services with constrained resources, offering expertise in strategy and finance, revenue cycle management, and payer support services. PCG's Health practice area is a recognized leader in health care reform and health benefits exchange consulting, a leading provider of revenue enhancement, rate setting, and cost settlement services, and a leading provider of health care expense management services. Within the Health practice area is the Public Safety Consulting Services (PSCS) team, which will lead your project. Outlined below is more information related to ambulance supplemental payment program (ASPP) and Medicare Ground Ambulance Data Collection (MGADC) services.

#### EMS Cost Analysis, Revenue Enhancement, and Rate Setting

PCG is an industry leader in helping states to develop Ambulance Supplemental Payment Program (ASPP) initiatives designed to stand up revenue enhancement programs, identify reimbursable costs, and develop opportunities for revenue maximization for public ambulance services. Since 2006, PCG has been working with the EMS provider community to increase Medicaid reimbursement for ambulatory services. Most notably, **PCG assisted the State of Texas with the establishment of the first EMS Certified Public Expenditure (CPE) Program in the country** and subsequently supported the Commonwealth of Massachusetts with the approval and implementation of an EMS Certified Public Expenditure (CPE) Program in 2013. As the result of our work over the past 14 years in this arena, PCG has acquired in-depth experience working with fire departments and ambulance service providers to identify reimbursable costs and to complete or facilitate the completion of the required annual cost report. We currently work with over 450 providers across 15 states, which provides us with a wide range of experience. With our assistance, our clients have realized over \$400 million in additional funding as a result of program enrollment and PCG support. PCG is the only vendor in the country with both provider level and state level ASPP experience.

#### Medicare Ground Ambulance Data Collection (MGADC) Services

PCG can assist providers with the Medicare Ground Ambulance Data Collection. MGADC tiered services include training, desk-review, or full completion of Medicare Ground Ambulance Data Collection (MGADC) as determined by the Centers for Medicare and Medicaid Services (CMS).



## Council Agenda Item

Meeting Date: March 15, 2022

Agenda Item: Yoder Lane Contract 2-2022

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)

Yoder Lane, from Hyer Lane to the west, is scheduled for reconstruction in 2022. Plans and specifications were completed and the project was put out to bid. Five bids were received on February 23, 2022 as follows:

Fischer Excavating	\$552,147.00
Rock Road Companies	\$554,041.43
E & N Hughes Company	\$587,025.77
RR Walton & Company	\$596,671.00
Forest Landscaping & Construction	\$659,862.50

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Public Works Committee discussed this item at their March 8, 2022 and made a recommendation to accept the low bid from Fischer Excavating.

### FINANCIAL IMPACT

(If none, state N/A)

The low bid of \$552,147.00 is slightly higher than the budgeted amount of \$542,239. As with most bids, there are items within the bid that may not be needed but it is better to get a unit price during the bidding process than to negotiate a price during construction. An example of this is EBS or Excavation Below Subgrade for areas that may be deemed too soft or unstable. Additionally, between this contract and the contract for E. Main Street, the total of the two projects is approximately \$440,000 below budget. The money will be borrowed as part of the overall borrowing for 2022/2023.

### STAFF RECOMMENDATION

Staff recommends awarding the Yoder Lane Contract 2-2022 to Fischer Excavating.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Yoder Lane Letter and Bid Tab



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

February 25, 2022

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

Re: Yoder Lane Reconstruction  
Contract 2-2022  
City of Whitewater, Wisconsin

Dear Brad,

Bids for the Yoder Lane Reconstruction project were opened on February 23, 2022. Five Bids were received with the resulting Bid tabulation enclosed.

Fischer Excavating, Inc. of Freeport, Illinois, was the apparent low Bidder at \$552,147. The Bid included a Bid Bond for 10 percent and Addendum Nos. 1, 2, and 3 were acknowledged. The Bid is deemed to be responsive.

Strand Associates, Inc.® has previously worked with on projects for the City of Whitewater, City of Sterling, Illinois, and for the Walworth County Metropolitan Sewerage District. For those projects, the owners determined Fischer Excavating, Inc. to be responsible.

If you determine that Fischer Excavating, Inc. is a responsible Bidder after your evaluation of its qualifications, we recommend proceeding with award of the Contract in accordance with Article 18 of the Instructions to Bidders.

Please contact me at (608) 251-4843 with any questions regarding this Project.

Sincerely,

STRAND ASSOCIATES, INC.®

A handwritten signature in black ink that reads 'Mark A. Fisher'.

Mark A. Fisher, P.E.  
Senior Associate

Enclosure

Bids Received: 1 PM, February 23, 2022

STRAND ASSOCIATES, INC.®  
910 West Wingra Drive  
Madison, WI 53715

YODER LANE RECONSTRUCTION  
CONTRACT 2-2022  
CITY OF WHITEWATER, WISCONSIN  
BID TABULATION BREAKDOWN

No.	Description	Quantity	Unit	Fischer Excavating, Inc. 1567 Heine Road Freeport, IL 61032	Rock Road Companies, Inc. 301 West B-R Townline Road Janesville, WI 53546	E & N Hughes Co., Inc. N2629 Coplien Road Monroe, WI 53566	RR Walton & Company LTD 1005 West Main Street Whitewater, WI 53190	Forest Landscaping and Construction, Inc. W8583 Finch Brothers Road Lake Mills, WI 53551					
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price				
<b>Sanitary Sewer</b>													
1.	8-IN DIA Sanitary Sewer	400	LF	\$ 126.00	\$ 50,400.00	\$ 77.36	\$ 30,944.00	\$ 101.47	\$ 40,588.00	\$ 120.00	\$ 48,000.00	\$ 110.00	\$ 44,000.00
2.	8-IN by 4-IN Wye Fitting	5	EA	\$ 136.00	\$ 680.00	\$ 347.56	\$ 1,737.80	\$ 141.34	\$ 706.70	\$ 150.00	\$ 750.00	\$ 240.00	\$ 1,200.00
3.	8-IN by 6-IN Wye Fitting	5	EA	\$ 162.00	\$ 810.00	\$ 369.55	\$ 1,847.75	\$ 202.32	\$ 1,011.60	\$ 150.00	\$ 750.00	\$ 110.00	\$ 550.00
4.	4-IN Sanitary Sewer Lateral	180	LF	\$ 83.00	\$ 14,940.00	\$ 55.86	\$ 10,054.80	\$ 72.80	\$ 13,104.00	\$ 105.00	\$ 18,900.00	\$ 86.00	\$ 15,480.00
5.	6-IN Sanitary Sewer Lateral	180	LF	\$ 88.00	\$ 15,840.00	\$ 59.73	\$ 10,751.40	\$ 76.30	\$ 13,734.00	\$ 105.00	\$ 18,900.00	\$ 88.00	\$ 15,840.00
6.	4-FT DIA Sanitary Sewer MH	2	EA	\$ 7,091.00	\$ 14,182.00	\$ 4,497.55	\$ 8,995.10	\$ 4,538.53	\$ 9,077.06	\$ 3,700.00	\$ 7,400.00	\$ 3,300.00	\$ 6,600.00
7.	Telesised Inspection of New Sanitary Sewer	400	LF	\$ 3.50	\$ 1,400.00	\$ 1.70	\$ 680.00	\$ 1.60	\$ 640.00	\$ 5.00	\$ 2,000.00	\$ 5.50	\$ 2,200.00
8.	Sanitary Sewer Removal/Abandonment	1	LS	\$ 3,015.00	\$ 3,015.00	\$ 4,102.37	\$ 4,102.37	\$ 4,358.11	\$ 4,358.11	\$ 5,500.00	\$ 5,500.00	\$ 14,800.00	\$ 14,800.00
<b>Water Main</b>													
9.	8-IN DIA Water Main	470	LF	\$ 120.00	\$ 56,400.00	\$ 134.67	\$ 63,294.90	\$ 131.18	\$ 61,654.60	\$ 122.00	\$ 57,340.00	\$ 132.00	\$ 62,040.00
10.	6-IN DIA Water Main or Fire Hydrant 1 part	30	LF	\$ 113.00	\$ 3,390.00	\$ 159.99	\$ 4,799.70	\$ 168.51	\$ 5,055.30	\$ 116.00	\$ 3,480.00	\$ 140.00	\$ 4,200.00

No.	Description	Quantity	Unit	Fischer Excavating, Inc. 1567 Heine Road Freeport, IL 61032		Rock Road Companies, Inc. 301 West B-R Townline Road Janesville, WI 53546		E & N Hughes Co., Inc. N2629 Coplien Road Monroe, WI 53566		RR Walton & Company LTD 1005 West Main Street Whitewater, WI 53190		Forest Landscaping and Construction, Inc. W8583 Finch Brothers Road Lake Mills, WI 53551	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
11.	8-IN Valve and Road Box	2	EA	\$ 2,513.00	\$ 5,026.00	\$ 2,398.60	\$ 4,797.20	\$ 2,457.32	\$ 4,914.64	\$ 2,720.00	\$ 5,440.00	\$ 3,100.00	\$ 6,200.00
12.	Fire Hydrant W/ Auxiliary Valve and Road Box	2	EA	\$ 6,822.00	\$ 13,644.00	\$ 6,829.12	\$ 13,658.24	\$ 6,401.76	\$ 12,803.52	\$ 6,400.00	\$ 12,800.00	\$ 6,900.00	\$ 13,800.00
13.	1-IN Corporation Stop, Curb Stop, and Box	8	EA	\$ 346.00	\$ 2,768.00	\$ 839.97	\$ 6,719.76	\$ 420.00	\$ 3,360.00	\$ 875.00	\$ 7,000.00	\$ 900.00	\$ 7,200.00
14.	1-IN Water Service	300	LF	\$ 79.00	\$ 23,700.00	\$ 60.58	\$ 18,174.00	\$ 87.05	\$ 26,115.00	\$ 60.00	\$ 18,000.00	\$ 84.00	\$ 25,200.00
15.	1 1/2-IN Corporation Stop, Curb Stop, and Box	1	EA	\$ 1,056.00	\$ 1,056.00	\$ 1,486.85	\$ 1,486.85	\$ 1,359.73	\$ 1,359.73	\$ 1,200.00	\$ 1,200.00	\$ 1,300.00	\$ 1,300.00
16.	1 1/2-IN Water Service	50	LF	\$ 93.00	\$ 4,650.00	\$ 63.70	\$ 3,185.00	\$ 101.70	\$ 5,085.00	\$ 70.00	\$ 3,500.00	\$ 90.00	\$ 4,500.00
17.	2-IN Corporation Stop, Curb Stop, and Box	1	EA	\$ 1,458.00	\$ 1,458.00	\$ 1,873.92	\$ 1,873.92	\$ 1,553.56	\$ 1,553.56	\$ 1,200.00	\$ 1,200.00	\$ 1,400.00	\$ 1,400.00
18.	2-IN Water Service	30	LF	\$ 141.00	\$ 4,230.00	\$ 72.50	\$ 2,175.00	\$ 125.06	\$ 3,751.80	\$ 75.00	\$ 2,250.00	\$ 98.00	\$ 2,940.00
19.	Connect New Water Main to Existing Water Main	1	EA	\$ 7,385.00	\$ 7,385.00	\$ 6,290.91	\$ 6,290.91	\$ 4,493.52	\$ 4,493.52	\$ 3,500.00	\$ 3,500.00	\$ 4,200.00	\$ 4,200.00
20.	Abandon Existing Water Main and Appurtenances	1	LS	\$ 1,477.00	\$ 1,477.00	\$ 2,461.42	\$ 2,461.42	\$ 2,143.62	\$ 2,143.62	\$ 3,000.00	\$ 3,000.00	\$ 16,800.00	\$ 16,800.00
21.	Rock Excavation-Water Main or Water Service Trench	500	LF	\$ 1.50	\$ 750.00	\$ 13.49	\$ 6,745.00	\$ 22.54	\$ 11,270.00	\$ 50.00	\$ 25,000.00	\$ 22.00	\$ 11,000.00
<b>Storm Sewer</b>													
22.	12-IN RCP Storm Sewer	50	LF	\$ 86.00	\$ 4,300.00	\$ 110.75	\$ 5,537.50	\$ 86.94	\$ 4,347.00	\$ 90.00	\$ 4,500.00	\$ 70.00	\$ 3,500.00
23.	21-IN RCP Storm Sewer	100	LF	\$ 117.00	\$ 11,700.00	\$ 144.39	\$ 14,439.00	\$ 125.82	\$ 12,582.00	\$ 110.00	\$ 11,000.00	\$ 105.00	\$ 10,500.00

No.	Description	Quantity	Unit	Fischer Excavating, Inc. 1567 Heine Road Freeport, IL 61032		Rock Road Companies, Inc. 301 West B-R Townline Road Janesville, WI 53546		E & N Hughes Co., Inc. N2629 Coplein Road Monroe, WI 53566		RR Walton & Company LTD 1005 West Main Street Whitewater, WI 53190		Forest Landscaping and Construction, Inc. W6583 Finch Brothers Road Lake Mills, WI 53551	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
24.	6-IN PVC Underdrain for Roadway	100	LF	\$ 24.00	\$ 2,400.00	\$ 58.89	\$ 5,889.00	\$ 41.93	\$ 4,193.00	\$ 100.00	\$ 10,000.00	\$ 42.00	\$ 4,200.00
25.	4-FT DIA Storm Sewer MH	2	EA	\$ 4,048.00	\$ 8,096.00	\$ 2,429.15	\$ 4,858.30	\$ 2,610.81	\$ 5,221.62	\$ 3,580.00	\$ 7,160.00	\$ 3,200.00	\$ 6,400.00
26.	2-FT by 3-FT Storm Sewer Inlet	3	EA	\$ 3,273.00	\$ 9,819.00	\$ 2,705.32	\$ 8,115.96	\$ 2,936.20	\$ 8,808.60	\$ 3,000.00	\$ 9,000.00	\$ 2,900.00	\$ 8,700.00
27.	Abandon/Remove Existing Storm Sewer	1	LS	\$ 2,173.00	\$ 2,173.00	\$ 4,035.51	\$ 4,035.51	\$ 1,980.41	\$ 1,980.41	\$ 2,800.00	\$ 2,800.00	\$ 13,200.00	\$ 13,200.00
<b>Street Construction and Restoration</b>													
28.	Concrete Driveway and Sidewalk Removal	100	SY	\$ 12.00	\$ 1,200.00	\$ 16.84	\$ 1,684.00	\$ 11.74	\$ 1,174.00	\$ 39.00	\$ 3,900.00	\$ 17.00	\$ 1,700.00
29.	Concrete Curb and Gutter Removal	1,100	LF	\$ 4.00	\$ 4,400.00	\$ 4.43	\$ 4,873.00	\$ 3.39	\$ 3,729.00	\$ 3.00	\$ 3,300.00	\$ 11.00	\$ 12,100.00
30.	Common Excavation	1	LS	\$ 29,500.00	\$ 29,500.00	\$ 63,188.04	\$ 63,188.04	\$ 43,375.87	\$ 43,375.87	\$ 8,000.00	\$ 8,000.00	\$ 34,000.00	\$ 34,000.00
31.	EBS Excavation	800	CY	\$ 15.00	\$ 12,000.00	\$ 8.13	\$ 6,504.00	\$ 19.26	\$ 15,408.00	\$ 30.00	\$ 24,000.00	\$ 21.00	\$ 16,800.00
32.	EBS Backfill	1,600	T	\$ 20.00	\$ 32,000.00	\$ 17.67	\$ 28,272.00	\$ 15.92	\$ 25,472.00	\$ 20.00	\$ 32,000.00	\$ 17.00	\$ 27,200.00
33.	Geotextile for Subgrade Stabilization	2,500	SY	\$ 2.00	\$ 5,000.00	\$ 1.47	\$ 3,675.00	\$ 1.63	\$ 4,075.00	\$ 4.00	\$ 10,000.00	\$ 4.50	\$ 11,250.00
34.	Crushed Aggregate Base Course	1,800	T	\$ 19.00	\$ 34,200.00	\$ 14.82	\$ 26,676.00	\$ 16.08	\$ 28,944.00	\$ 18.00	\$ 32,400.00	\$ 16.00	\$ 28,800.00
35.	18-IN Concrete Curb and Gutter	30	LF	\$ 34.00	\$ 1,020.00	\$ 34.00	\$ 1,020.00	\$ 49.56	\$ 1,486.80	\$ 34.00	\$ 1,020.00	\$ 40.00	\$ 1,200.00
36.	24-IN Concrete Curb and Gutter	100	LF	\$ 35.00	\$ 3,500.00	\$ 35.00	\$ 3,500.00	\$ 33.04	\$ 3,304.00	\$ 35.00	\$ 3,500.00	\$ 42.00	\$ 4,200.00

No.	Description	Quantity	Unit	Fischer Excavating, Inc. 1567 Heine Road Freeport, IL 61032		Rock Road Companies, Inc. 301 West B-R Townline Road Janesville, WI 53546		E & N Hughes Co., Inc. N2629 Coplien Road Monroe, WI 53566		RR Walton & Company LTD 1005 West Main Street Whitewater, WI 53190		Forest Landscaping and Construction, Inc. W8583 Flinch Brothers Road Lake Mills, WI 53551	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
37.	30-IN Concrete Curb and Gutter	1,000	LF	\$ 20.15	\$ 20,150.00	\$ 20.15	\$ 20,150.00	\$ 20.06	\$ 20,060.00	\$ 20.15	\$ 20,150.00	\$ 18.00	\$ 18,000.00
38.	Concrete Valley Gutter	600	SF	\$ 13.00	\$ 7,800.00	\$ 11.75	\$ 7,050.00	\$ 15.93	\$ 9,558.00	\$ 11.75	\$ 7,050.00	\$ 14.00	\$ 8,400.00
39.	4-IN Concrete Sidewalk	5,100	SF	\$ 6.50	\$ 33,150.00	\$ 5.87	\$ 29,937.00	\$ 6.23	\$ 31,773.00	\$ 7.25	\$ 36,975.00	\$ 7.00	\$ 35,700.00
40.	6-IN Concrete Sidewalk	1,200	SF	\$ 7.00	\$ 8,400.00	\$ 6.67	\$ 8,004.00	\$ 7.26	\$ 8,712.00	\$ 8.05	\$ 9,660.00	\$ 9.00	\$ 10,800.00
41.	6-IN Concrete Driveway Apron	3,000	SF	\$ 7.00	\$ 21,000.00	\$ 6.62	\$ 19,860.00	\$ 8.68	\$ 26,040.00	\$ 8.00	\$ 24,000.00	\$ 9.00	\$ 27,000.00
42.	Cast Iron Detectable Warning at Sidewalk Ramp	100	SF	\$ 35.00	\$ 3,500.00	\$ 35.00	\$ 3,500.00	\$ 53.10	\$ 5,310.00	\$ 51.00	\$ 5,100.00	\$ 40.00	\$ 4,000.00
43.	Asphaltic Concrete Driveway Apron	2,500	SF	\$ 4.00	\$ 10,000.00	\$ 3.01	\$ 7,525.00	\$ 2.53	\$ 6,325.00	\$ 2.50	\$ 6,250.00	\$ 7.00	\$ 17,500.00
44.	4-IN Asphaltic Patching-Salisbury Lane	150	SY	\$ 36.00	\$ 5,400.00	\$ 26.91	\$ 4,036.50	\$ 34.22	\$ 5,133.00	\$ 30.00	\$ 4,500.00	\$ 35.00	\$ 5,250.00
45.	Asphaltic Concrete Pavement-Lower Course	250	T	\$ 74.00	\$ 18,500.00	\$ 67.63	\$ 16,907.50	\$ 84.49	\$ 21,122.50	\$ 72.00	\$ 18,000.00	\$ 90.00	\$ 22,500.00
46.	Asphaltic Concrete Pavement-Upper Course	200	T	\$ 77.00	\$ 15,400.00	\$ 68.13	\$ 13,626.00	\$ 116.35	\$ 23,270.00	\$ 99.00	\$ 19,800.00	\$ 90.00	\$ 18,000.00
47.	Turf Restoration-Topsoil, Seed, and Mulch	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 16,800.50	\$ 16,800.50	\$ 13,027.20	\$ 13,027.20	\$ 12,000.00	\$ 12,000.00	\$ 17,800.00	\$ 17,800.00
48.	Erosion Mat	800	SY	\$ 2.65	\$ 2,120.00	\$ 3.00	\$ 2,400.00	\$ 2.21	\$ 1,768.00	\$ 8.37	\$ 6,696.00	\$ 4.00	\$ 3,200.00
<b>Miscellaneous</b>													
49.	Utility Insulation	2,000	SF	\$ 2.40	\$ 4,800.00	\$ 4.02	\$ 8,040.00	\$ 4.82	\$ 9,640.00	\$ 3.00	\$ 6,000.00	\$ 2.50	\$ 5,000.00

No.	Description	Quantity	Unit	Unit Price	Total Price	Fischer Excavating, Inc. 1567 Heine Road Freeport, IL 61032	Rock Road Companies, Inc. 301 West B-R Townline Road Janesville, WI 53546	E & N Hughes Co., Inc. N2629 Coplien Road Monroe, WI 53566	RR Walton & Company LTD 1005 West Main Street Whitewater, WI 53190	Forest Lanscaping and Construction, Inc. W8583 Finch Brothers Road Lake Mills, WI 53551
50.	Traffic Control	1	LS	\$ 1,400.00	\$ 1,400.00					
51.	6-IN White Epoxy Crosswalk Line	250	LF	\$ 7.25	\$ 1,812.50					
52.	Erosion Control	1	LS	\$ 428.00	\$ 428.00					
53.	Cleaning and Grubbing	1	LS	\$ 2,340.00	\$ 2,340.00					
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 53					\$552,147.00		\$554,041.43		\$596,671.00	\$659,862.50
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 53					\$552,147.00		\$554,041.43		\$596,671.00	\$660,862.50

\* CONTRACTOR'S COMPUTED TOTAL

Reviewed by 



## Council Agenda Item

Meeting Date:	March 15, 2022
Agenda Item:	E. Main Street Contract 1-2022
Staff Contact (name, email, phone):	Brad Marquardt, <a href="mailto:bmarquardt@whitewater-wi.gov">bmarquardt@whitewater-wi.gov</a> , 262-473-0139

### BACKGROUND

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

E. Main Street from Newcomb Street to Bluff Road, is scheduled for reconstruction in 2022. Plans and specifications were completed and the project was put out to bid. Four bids were received on February 23, 2022 as follows:

Rock Road Companies	\$2,279,109.49
Fischer Excavating	\$2,325,894.00
E & N Hughes Company	\$2,513,707.81
Forest Landscaping & Construction	\$2,881,187.50

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Public Works Committee discussed this item at their March 8, 2022 and made a recommendation to accept the low bid from Rock Road Companies.

### FINANCIAL IMPACT

(If none, state N/A)

The low bid of \$2,279,109.49 is below the budgeted amount of \$2,730,638. The money will be borrowed as part of the overall borrowing for 2022/2023.

### STAFF RECOMMENDATION

Staff recommends awarding the E. Main Street Contract 1-2022 to Rock Road Companies.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. E. Main Street Letter and Bid Tab



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

February 25, 2022

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

Re: East Main Street Reconstruction  
Contract 1-2022  
City of Whitewater, Wisconsin

Dear Brad,

Bids for the East Main Street Reconstruction project were opened on February 23, 2022. Five Bids were received with the resulting Bid tabulation enclosed.

Rock Road Companies, Inc. of Janesville, Wisconsin, was the apparent low Bidder at \$2,279,109.49. The Bid included a Bid Bond for 10 percent and Addendum Nos. 1, 2, and 3 were acknowledged. The Bid is deemed to be responsive.

Strand Associates, Inc.® has previously worked with Rock Road Companies on projects for the City of Whitewater and the Village of New Glarus. Most recently in 2020, Rock Road Companies completed the Clay Street Reconstruction project in the City of Whitewater. For those projects, the owners determined Rock Road Companies to be responsible.

If you determine that Rock Road Companies is a responsible Bidder after your evaluation of its qualifications, we recommend proceeding with award of the Contract in accordance with Article 18 of the Instructions to Bidders. Please note that Wisconsin Department of Natural Resources permitting, and issues related to utility coordination for the project are outstanding and still need to be resolved.

Please contact me at (608) 251-4843 with any questions regarding this Project.

Sincerely,

STRAND ASSOCIATES, INC.®

A handwritten signature in black ink that reads 'Mark A. Fisher'. The signature is written in a cursive, flowing style.

Mark A. Fisher, P.E.  
Senior Associate

Enclosure

Bids Received: 1 P.M.  
February 23, 2022

STRAND ASSOCIATES, INC.®  
910 West Wingra Drive  
Madison, WI 53715

EAST MAIN STREET RECONSTRUCTION  
CONTRACT 1-2022  
AND  
YODER LANE RECONSTRUCTION  
CONTRACT 2-2022  
CITY OF WHITEWATER, WISCONSIN

BID TABULATION SUMMARY

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Contract 1-2022 Computed Total Bid	Contract 2-2022 Computed Total Bid	Contracts 1-2022 and 2-2022 Combined Deduct
Rock Road Companies, Inc. 301 West B-R Townline Road Janesville, WI 53546	10%	Yes	\$2,279,109.49	\$554,041.43	No Bid
Fischer Excavating, Inc. 1567 Heine Road Freeport, IL 61032	10%	Yes	\$2,325,894.00	\$552,147.00	No Bid
E & N Hughes Co., Inc. N2629 Coplion Road Monroe, WI 53566	10%	Yes	\$2,513,707.81 *\$2,513,527.81	\$587,025.77 *\$587,025.95	No Bid
Forest Landscaping and Construction, Inc. W8583 Flinch Brothers Road Lake Mills, WI 53551	10%	Yes	\$2,881,197.50	\$659,862.50 *\$660,862.50	(\$14,747.68)
RR Walton & Company LTD 1005 West Main Street Whitewater, WI 53190	10%	Yes	No Bid	\$596,671.00	No Bid

\*CONTRACTOR'S COMPUTED TOTAL

Reviewed by: 

Bids Received: 1 P.M., February 23, 2022

STRAND ASSOCIATES, INC.®  
910 West Wingra Drive  
Madison, WI 53715

EAST MAIN STREET RECONSTRUCTION  
CONTRACT 1-2022  
CITY OF WHITEWATER, WISCONSIN  
BID TABULATION BREAKDOWN

No.	Description	Quantity	Unit	Unit Price	Total Price	Rock Road Companies, Inc. 301 West B-R Townline Road Janesville, WI 53546	Fischer Excavating, Inc. 1567 Heine Road Freeport, IL 61032	E & N Hughes Co., Inc. N2629 Coplion Road Monroe, WI 53566	Forest Landscaping and Construction, Inc. W8583 Finch Brothers Road Lake Mills, WI 53551	Unit Price	Total Price
<b>Sanitary Sewer</b>											
1.	8-IN DIA Sanitary Sewer	1,100	LF	\$ 101.27	\$ 111,397.00					\$ 138.00	\$ 151,800.00
2.	8-IN by 4-IN Wye Fitting on New Sanitary Sewer	7	EA	\$ 347.56	\$ 2,432.92					\$ 240.00	\$ 1,680.00
3.	8-IN by 6-IN Wye Fitting on New Sanitary Sewer	7	EA	\$ 389.55	\$ 2,586.85					\$ 110.00	\$ 770.00
4.	Connect New 4-IN Sewer Lateral to Existing Slip-Lined Sanitary Sewer INCL Capping of Existing Wye	2	EA	\$ 1,212.05	\$ 2,424.10					\$ 3,800.00	\$ 7,600.00
5.	Connect New 6-IN Sewer Lateral to Existing Slip-Lined Sanitary Sewer INCL Capping of Existing Wye	2	EA	\$ 1,228.55	\$ 2,457.10					\$ 3,900.00	\$ 7,800.00
6.	Connect New 4-IN Sewer Lateral to Existing Sanitary Sewer	5	EA	\$ 1,190.05	\$ 5,950.25					\$ 3,000.00	\$ 15,000.00
7.	Connect New 6-IN Sewer Lateral to Existing Sanitary Sewer	5	EA	\$ 1,212.05	\$ 6,060.25					\$ 3,100.00	\$ 15,500.00
8.	4-IN Sanitary Sewer Lateral	450	LF	\$ 86.50	\$ 38,925.00					\$ 90.00	\$ 40,500.00
9.	6-IN Sanitary Sewer Lateral	450	LF	\$ 92.74	\$ 41,733.00					\$ 96.00	\$ 43,200.00

No.	Description	Quantity	Rock Road Companies, Inc. 301 West B-R Townline Road Janesville, WI 53546		Fischer Excavating, Inc. 1567 Heine Road Freeport, IL 61032		E & N Hughes Co., Inc. N2629 Coplein Road Monroe, WI 53566		Forest Lanscaping and Construction, Inc. W8583 Finch Brothers Road Leke Mills, WI 53551									
			Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price							
10.	4-FT DIA Sanitary Sewer MH	8 EA	\$	4,461.22	\$	35,689.76	\$	6,958.00	\$	55,664.00	\$	4,399.98	\$	35,199.84	\$	4,900.00	\$	39,200.00
11.	Remove and Replace Upper Section of Existing Sanitary Sewer MH W/ Flat Top (INCL New Casting)	2 EA	\$	2,597.37	\$	5,194.74	\$	3,000.00	\$	6,000.00	\$	1,951.30	\$	3,902.60	\$	2,900.00	\$	5,800.00
12.	4-IN C900 PVC Force Main	620 LF	\$	83.10	\$	51,522.00	\$	82.00	\$	50,840.00	\$	87.66	\$	54,349.20	\$	114.00	\$	70,680.00
13.	Connect New Force Main to Existing Force Main at Pumping Station	1 ILS	\$	5,763.21	\$	5,763.21	\$	4,609.00	\$	4,609.00	\$	1,937.02	\$	1,937.02	\$	19,000.00	\$	19,000.00
14.	Televised Inspection of New Sanitary Sewer	1,100 LF	\$	1.70	\$	1,870.00	\$	2.00	\$	2,200.00	\$	6.15	\$	6,765.00	\$	4.50	\$	4,950.00
15.	Sanitary Sewer Removal/Abandonment	1 LS	\$	8,204.74	\$	8,204.74	\$	3,485.00	\$	3,485.00	\$	10,972.02	\$	10,972.02	\$	19,000.00	\$	19,000.00
16.	Rock Excavation-Sanitary Sewer or Force Main Trench	1,200 LF	\$	61.29	\$	73,548.00	\$	27.00	\$	32,400.00	\$	48.45	\$	58,140.00	\$	50.00	\$	60,000.00
<b>Water Main</b>																		
17.	8-IN DIA Water Main	3,250 LF	\$	118.49	\$	385,092.50	\$	122.00	\$	396,500.00	\$	132.23	\$	429,747.50	\$	127.00	\$	412,750.00
18.	6-IN DIA Water Main or Fire Hydrant Lead	130 LF	\$	153.43	\$	19,945.90	\$	108.00	\$	14,040.00	\$	101.00	\$	13,130.00	\$	130.00	\$	16,900.00
19.	8-IN Valve and Road Box	11 EA	\$	2,334.07	\$	25,674.77	\$	2,633.00	\$	28,963.00	\$	2,299.02	\$	25,289.22	\$	3,100.00	\$	34,100.00
20.	Fire Hydrant W/ Auxiliary Valve and Road Box	6 EA	\$	6,676.22	\$	40,057.32	\$	6,945.00	\$	41,670.00	\$	7,017.98	\$	42,107.88	\$	6,900.00	\$	41,400.00
21.	1-IN Corporation Stop, Curb Stop, and Box	27 EA	\$	775.44	\$	20,936.88	\$	360.00	\$	9,720.00	\$	756.18	\$	20,416.86	\$	900.00	\$	24,300.00

No.	Description	Quantity	Rock Road Companies, Inc. 301 West B-R Townline Road Janesville, WI 53546		Fischer Excavating, Inc. 1567 Heine Road Freeport, IL 61032		E & N Hughes Co., Inc. N2629 Coplien Road Monroe, WI 53566		Forest Lanscaping and Construction, Inc. W8583 Finch Brothers Road Lake Mills, WI 53551		
			Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
22.	1-IN Water Service	1,000 LF		\$ 87.85	\$ 87,850.00	\$ 85.00	\$ 85,000.00	\$ 75.60	\$ 75,600.00	\$ 76.00	\$ 76,000.00
23.	Connect New Water Main to Existing Water Main	3 EA		\$ 3,593.99	\$ 10,781.97	\$ 4,693.00	\$ 14,079.00	\$ 3,268.20	\$ 9,804.60	\$ 6,100.00	\$ 18,300.00
24.	Abandon Existing Water Main and Appurtenances	1 LS		\$ 8,204.74	\$ 8,204.74	\$ 1,458.00	\$ 1,458.00	\$ 14,576.30	\$ 14,576.30	\$ 11,000.00	\$ 11,000.00
25.	Rock Excavation--Water MainTrench	2,400 LF		\$ 34.04	\$ 81,696.00	\$ 17.00	\$ 40,800.00	\$ 39.82	\$ 95,568.00	\$ 45.00	\$ 108,000.00
<b>Storm Sewer</b>											
26.	19-IN by 30-IN HERCP Storm Sewer	225 LF		\$ 104.32	\$ 23,472.00	\$ 150.00	\$ 33,750.00	\$ 143.05	\$ 32,186.25	\$ 136.00	\$ 30,600.00
27.	14-IN by 23-IN HERCP	175 LF		\$ 101.18	\$ 17,706.50	\$ 137.00	\$ 23,975.00	\$ 139.24	\$ 24,367.00	\$ 127.00	\$ 22,225.00
28.	12-IN RCP Storm Sewer	170 LF		\$ 80.87	\$ 13,747.90	\$ 75.00	\$ 12,750.00	\$ 83.90	\$ 14,263.00	\$ 66.00	\$ 11,220.00
29.	15-IN RCP Storm Sewer	150 LF		\$ 90.56	\$ 13,584.00	\$ 82.00	\$ 12,300.00	\$ 90.90	\$ 13,635.00	\$ 76.00	\$ 11,400.00
30.	18-IN RCP Storm Sewer	135 LF		\$ 90.78	\$ 12,255.30	\$ 125.00	\$ 16,875.00	\$ 93.35	\$ 12,602.25	\$ 86.00	\$ 11,610.00
31.	24-IN RCP Storm Sewer	70 LF		\$ 120.40	\$ 8,428.00	\$ 114.00	\$ 7,980.00	\$ 114.88	\$ 8,041.60	\$ 111.00	\$ 7,770.00
32.	6-IN PVC Underdrain for Roadway	200 LF		\$ 55.93	\$ 11,186.00	\$ 25.00	\$ 5,000.00	\$ 52.65	\$ 10,530.00	\$ 42.00	\$ 8,400.00
33.	12-IN Apron Endwall W/ Pipe Gate	1 EA		\$ 1,103.95	\$ 1,103.95	\$ 1,630.00	\$ 1,630.00	\$ 1,923.45	\$ 1,923.45	\$ 8,100.00	\$ 8,100.00

No.	Description	Quantity	Rock Road Companies, Inc. 301 West B-R Townline Road Janesville, WI 53546		Fischer Excavating, Inc. 1567 Heine Road Freeport, IL 61032		E & N Hughes Co., Inc. N2629 Coplien Road Monroe, WI 53566		Forest Lanscaping and Construction, Inc. W8583 Finch Brothers Road Lake Mills, WI 53551	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
34.	15-IN Apron Endwall W/ Pipe Gate	1 EA	\$ 1,334.94	\$ 1,334.94	\$ 5,554.00	\$ 5,554.00	\$ 2,326.89	\$ 2,326.89	\$ 3,600.00	\$ 3,600.00
35.	18-IN Apron Endwall W/ Pipe Gate	1 EA	\$ 1,334.94	\$ 1,334.94	\$ 1,932.00	\$ 1,932.00	\$ 2,683.58	\$ 2,683.58	\$ 4,500.00	\$ 4,500.00
36.	24-IN Apron Endwall W/ Pipe Gate	1 EA	\$ 1,961.92	\$ 1,961.92	\$ 2,629.00	\$ 2,629.00	\$ 3,530.28	\$ 3,530.28	\$ 6,800.00	\$ 6,800.00
37.	14-IN by 23-IN HERCP Apron Endwall W/ Pipe Gate	1 EA	\$ 1,961.92	\$ 1,961.92	\$ 1,968.00	\$ 1,968.00	\$ 3,596.18	\$ 3,596.18	\$ 8,200.00	\$ 8,200.00
38.	4-IN PVC Sump Pump Pipe (INCL Connection to Storm Sewer)	25 LF	\$ 141.34	\$ 3,533.50	\$ 25.00	\$ 625.00	\$ 68.10	\$ 1,702.50	\$ 54.00	\$ 1,350.00
39.	4-FT DIA Storm Sewer MH	3 EA	\$ 2,426.37	\$ 7,279.11	\$ 4,252.00	\$ 12,756.00	\$ 2,585.36	\$ 7,756.08	\$ 2,900.00	\$ 8,700.00
40.	5-FT DIA Storm Sewer MH	3 EA	\$ 3,233.59	\$ 9,700.77	\$ 4,315.00	\$ 12,945.00	\$ 4,011.20	\$ 12,033.60	\$ 3,800.00	\$ 11,400.00
41.	7-FT DIA Storm Sewer MH	1 EA	\$ 4,322.34	\$ 4,322.34	\$ 10,796.00	\$ 10,796.00	\$ 6,005.82	\$ 6,005.82	\$ 16,000.00	\$ 16,000.00
42.	2-FT by 3-FT Storm Sewer Inlet	13 EA	\$ 2,705.32	\$ 35,169.16	\$ 3,516.00	\$ 45,708.00	\$ 2,407.69	\$ 31,299.97	\$ 2,900.00	\$ 37,700.00
43.	Rock Excavation--Storm Sewer Trench	300 LF	\$ 25.39	\$ 7,617.00	\$ 2.00	\$ 600.00	\$ 29.78	\$ 8,934.00	\$ 62.00	\$ 18,600.00
44.	Connect New Storm Sewer to Existing 36-IN Storm Sewer	2 EA	\$ 1,140.15	\$ 2,280.30	\$ 1,558.00	\$ 3,116.00	\$ 2,193.87	\$ 4,387.74	\$ 3,400.00	\$ 6,800.00
45.	Abandon/Remove Existing Storm Sewer	1 LS	\$ 3,559.14	\$ 3,559.14	\$ 3,485.00	\$ 3,485.00	\$ 3,738.67	\$ 3,738.67	\$ 16,900.00	\$ 16,900.00

No.	Description	Quantity	Unit	Rock Road Companies, Inc. 301 West B-R Townline Road Janesville, WI 53546		Fischer Excavating, Inc. 1567 Heine Road Freeport, IL 61032		E & N Hughes Co., Inc. N2629 Coplein Road Monroe, WI 53566		Forest Lanscaping and Construction, Inc. W8583 Finch Brothers Road Lake Mills, WI 53551		
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
<b>Street Construction and Restoration</b>												
46.	Concrete Driveway and Sidewalk Removal	1,300	SY	\$ 5.61	\$ 7,293.00	\$ 11.00	\$ 14,300.00	\$ 13.25	\$ 17,225.00	\$ 17.00	\$ 22,100.00	
47.	Concrete Curb and Gutter Removal	270	LF	\$ 7.02	\$ 1,895.40	\$ 4.00	\$ 1,080.00	\$ 3.47	\$ 936.90	\$ 10.00	\$ 2,700.00	
48.	Concrete Pavement Removal	40	SY	\$ 5.61	\$ 224.40	\$ 8.00	\$ 320.00	\$ 16.56	\$ 662.40	\$ 42.00	\$ 1,680.00	
49.	Common Excavation	1	LS	\$ 254,290.17	\$ 254,290.17	\$ 163,500.00	\$ 163,500.00	\$ 265,072.05	\$ 265,072.05	\$ 298,000.00	\$ 298,000.00	
50.	EBS Excavation	1,500	CY	\$ 9.35	\$ 14,025.00	\$ 15.00	\$ 22,500.00	\$ 15.66	\$ 23,490.00	\$ 21.00	\$ 31,500.00	
51.	EBS Backfill	3,000	T	\$ 15.84	\$ 47,520.00	\$ 21.00	\$ 63,000.00	\$ 14.37	\$ 43,110.00	\$ 17.00	\$ 51,000.00	
52.	Geotextile for Subgrade Stabilization	4,500	SY	\$ 1.49	\$ 6,705.00	\$ 2.40	\$ 10,800.00	\$ 2.00	\$ 9,000.00	\$ 4.50	\$ 20,250.00	
53.	Crushed Aggregate Base Course	10,500	T	\$ 14.35	\$ 150,675.00	\$ 19.00	\$ 199,500.00	\$ 16.33	\$ 171,465.00	\$ 18.00	\$ 189,000.00	
54.	24-IN Concrete Curb and Gutter	120	LF	\$ 35.00	\$ 4,200.00	\$ 35.00	\$ 4,200.00	\$ 40.25	\$ 4,830.00	\$ 40.00	\$ 4,800.00	
55.	30-IN Concrete Curb and Gutter	4,900	LF	\$ 15.55	\$ 76,195.00	\$ 15.60	\$ 76,440.00	\$ 17.88	\$ 87,612.00	\$ 17.00	\$ 83,300.00	
56.	Concrete Valley Gutter-Curb-Parking Areas	2,000	SF	\$ 7.70	\$ 15,400.00	\$ 8.50	\$ 17,000.00	\$ 8.86	\$ 17,720.00	\$ 12.00	\$ 24,000.00	
57.	Concrete Valley Gutter-Intersection	350	SF	\$ 11.35	\$ 3,972.50	\$ 12.30	\$ 4,305.00	\$ 13.05	\$ 4,567.50	\$ 15.00	\$ 5,250.00	

No.	Description	Quantity	Rock Road Companies, Inc. 301 West B-R Townline Road Janesville, WI 53546		Fischer Excavating, Inc. 1567 Heine Road Freeport, IL 61032		E & N Hughes Co., Inc. N2629 Coplien Road Monroe, WI 53566		Forest Lanscaping and Construction, Inc. W8583 Firch Brothers Road Lake Mills, WI 53551					
			Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price			
58.	Curb Cut for Swale Drainage (INCL Concrete Flume)	18 EA	\$	650.00	\$ 11,700.00	\$	650.00	\$ 11,700.00	\$	747.50	\$ 13,455.00	\$	700.00	\$ 12,600.00
59.	4-IN Concrete Sidewalk	12,500 SF	\$	5.87	\$ 73,375.00	\$	6.20	\$ 77,500.00	\$	6.52	\$ 81,500.00	\$	7.00	\$ 87,500.00
60.	6-IN Concrete Sidewalk	1,200 SF	\$	6.52	\$ 7,824.00	\$	7.00	\$ 8,400.00	\$	7.62	\$ 9,144.00	\$	9.00	\$ 10,800.00
61.	7-IN Concrete Sidewalk	200 SF	\$	7.07	\$ 1,414.00	\$	7.00	\$ 1,400.00	\$	9.43	\$ 1,886.00	\$	9.50	\$ 1,900.00
62.	6-IN Concrete Driveway Apron	3,000 SF	\$	6.52	\$ 19,560.00	\$	7.00	\$ 21,000.00	\$	7.59	\$ 22,770.00	\$	9.00	\$ 27,000.00
63.	7-IN Concrete Driveway Apron	450 SF	\$	7.02	\$ 3,159.00	\$	7.00	\$ 3,150.00	\$	8.52	\$ 3,834.00	\$	9.50	\$ 4,275.00
64.	Cast Iron Detectable Warning at Sidewalk Ramp	70 SF	\$	35.00	\$ 2,450.00	\$	35.00	\$ 2,450.00	\$	40.25	\$ 2,817.50	\$	70.00	\$ 4,900.00
65.	Concrete Steps (3 Risers)	2 EA	\$	720.00	\$ 1,440.00	\$	782.00	\$ 1,564.00	\$	828.00	\$ 1,656.00	\$	700.00	\$ 1,400.00
66.	Asphaltic Concrete Driveway Apron	2,500 SF	\$	3.01	\$ 7,525.00	\$	4.00	\$ 10,000.00	\$	2.00	\$ 5,000.00	\$	6.00	\$ 15,000.00
67.	Asphaltic Concrete Pavement-Lower Course	1,800 T	\$	64.86	\$ 116,748.00	\$	66.50	\$ 119,700.00	\$	70.38	\$ 126,684.00	\$	89.00	\$ 160,200.00
68.	Asphaltic Concrete Pavement-Upper Course	1,200 T	\$	68.02	\$ 81,624.00	\$	69.00	\$ 82,800.00	\$	82.92	\$ 99,504.00	\$	86.00	\$ 103,200.00
69.	Turf Restoration-Topsoil, Seed, and Mulch	1 ILS	\$	69,841.33	\$ 69,841.33	\$	46,000.00	\$ 46,000.00	\$	77,145.45	\$ 77,145.45	\$	88,600.00	\$ 88,600.00
70.	Erosion Mat, Class 1, Type A Urban for Slopes	1,300 SY	\$	1.80	\$ 2,340.00	\$	1.65	\$ 2,145.00	\$	1.95	\$ 2,535.00	\$	3.50	\$ 4,550.00

No.	Description	Quantity	Unit	Unit Price	Total Price	Rock Road Companies, Inc. 301 West B-R Townline Road Janesville, WI 53546	Fischer Excavating, Inc. 1567 Heine Road Freeport, IL 61032	E & N Hughes Co., Inc. N2629 Coptien Road Monroe, WI 53566	Forest Lanscaping and Construction, Inc. W8583 Finch Brothers Road Lake Mills, WI 53551	
71.	Erosion Mat, Class 1, Type B for Drainage Swale	2,200	SY	\$ 1.90	\$ 4,180.00		\$ 1.15	\$ 2,530.00	\$ 4.50	\$ 9,900.00
72.	Turf Reinforcement Mat for Drainage Swale at Curb Cuts	250	SY	\$ 21.20	\$ 5,300.00		\$ 19.80	\$ 4,950.00	\$ 14.00	\$ 3,500.00
<b>Miscellaneous</b>										
73.	Utility Insulation	5,000	SF	\$ 1.84	\$ 9,200.00		\$ 2.00	\$ 10,000.00	\$ 2.50	\$ 12,500.00
74.	Traffic Control	1	LS	\$ 6,000.00	\$ 6,000.00		\$ 10,500.00	\$ 32,333.05	\$ 19,700.00	\$ 19,700.00
75.	4-IN White Epoxy Parking Stall Marking	1	LS	\$ 3,756.00	\$ 3,756.00		\$ 4,850.00	\$ 4,432.08	\$ 14,500.00	\$ 14,500.00
76.	6-IN White Epoxy Crosswalk Line	150	LF	\$ 7.25	\$ 1,087.50		\$ 13.00	\$ 1,950.00	\$ 7.25	\$ 1,087.50
77.	Erosion Control	1	LS	\$ 3,310.00	\$ 3,310.00		\$ 6,100.00	\$ 6,261.73	\$ 27,900.00	\$ 27,900.00
78.	Riprap Medium	50	SY	\$ 36.85	\$ 1,842.50		\$ 54.50	\$ 2,725.00	\$ 70.00	\$ 3,500.00
79.	Clearing and Grubbing	1	LS	\$ 5,500.00	\$ 5,500.00		\$ 13,300.00	\$ 12,449.00	\$ 36,000.00	\$ 36,000.00
ENGINEER'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 79					\$ 2,279,109.49		\$ 2,325,894.00	\$ 2,513,707.81		\$ 2,881,197.50
CONTRACTOR'S COMPUTED TOTAL ITEMS NO. 1 THROUGH 79					\$ 2,279,109.49		\$ 2,325,894.00	\$ 2,513,527.81		\$ 2,881,197.50

\* CONTRACTOR'S COMPUTED TOTAL  
Reviewed by 



## Council Agenda Item

Meeting Date:	March 15, 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 interview for the below recommended appointment.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

None

### FINANCIAL IMPACT

(If none, state N/A)

N/A

### STAFF RECOMMENDATION

Recommendations for appointment:  
Jacob Gildemeister, Community Development Authority

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Citizen Service Information Form

**From:** noreply@civicplus.com  
**Sent:** Thursday, February 24, 2022 4:18 PM  
**To:** Lynn Binnie; Kathy Boyd  
**Subject:** Online Form Submittal: Citizen Service Information Form

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**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	2/24/2022
Applicant Information	
First Name	Jacob
Last Name	Gildemeister
Home Address	147 S Prince St
City	Whitewater
State	WI
Zip Code	53190
Home Phone Number	2629603858
Cell Number	2629603858
Email Address	jakegildemeister@gmail.com
Boards/Committees/Commissions of Interest	
Select all Boards, Committees & Commissions you are applying for by checking each box:	Board of Zoning Appeals, Community Development Authority, Plan & Architectural Review Commission
Give a brief overview of your background, experience, interest, or concerns pertaining to the selected board(s),	I own multiple businesses and a house within the city limits of Whitewater and am looking to assist the city in positive economic and community development

committee(s) or  
commission(s).

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

*Field not completed.*

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

*Field not completed.*

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#### Business/Employer Information

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Business/Employer Name      Sweet Spot Coffee Shop

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Business/Employer Address      1185 W Main St

---

City      Whitewater

---

State      WI

---

Zip Code      53190

---

Business/Employer Phone  
Number      2629603858

---

Reference #1 Full Name      Cathy Anderson

---

Reference #1 Address &  
Phone Number      canderson@whitewater-wi.gov

---

Reference #2 Full Name      Scott Acker

---

Reference #2 Address &  
Phone Number      Scott.Acker@usfoods.com

---

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.

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

Harrison, Williams & McDonell, LLP  
*Attorneys at Law*

Wallace K. McDonell  
[wkm@hmattys.com](mailto:wkm@hmattys.com)

452 W. Main Street  
P.O. Box 59  
Whitewater, WI 53190  
(262) 473-7900; Fax: (262) 473-7906

Jonathan K. McDonell  
[jm@hmattys.com](mailto:jm@hmattys.com)

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To: The City of Whitewater Common Council

From: Wallace K. McDonell, City Attorney

Date: March 8, 2022

Re: Request that the City waive rights (if any exist) to repurchase the real estate located at 411 North Newcomb Street, Whitewater, Wisconsin

**BACKGROUND**

A company, that is planning on expanding its operations in the City of Whitewater, has offered to purchase the real estate and buildings located at 411 North Newcomb Street, Whitewater, Wisconsin which is owned by a different company. The City of Whitewater Business Park Covenants were imposed on the property several years ago when the property was first sold. The covenants include sections that give Whitewater the right to repurchase the property if a buyer attempts to sell the property without constructing a building on it. A building was constructed on the property several years ago, so Whitewater has no rights to repurchase the property under the covenants. However, as part of due diligence for the sale, the parties are requesting that Whitewater sign a Consent and Estoppel document waiving any rights Whitewater may have to repurchase the property.

**DISCUSSION**

While, in my opinion, the City of Whitewater has no right to purchase the property, it is not unreasonable for parties to request the waiver as part of their transaction to assure that there would not be a future claim of a repurchase right. Signing it will facilitate a sale that will likely bring jobs and additional property tax increment to Whitewater.

**RECOMMENDATION**

I recommend that the City Council authorize the City Manager and City Clerk to sign the Consent and Estoppel document.



| WISCONSIN LAWYERS.  
| EXPERT ADVISERS.  
| SERVING YOU.

## CONSENT AND ESTOPPEL

**THIS CONSENT AND ESTOPPEL** (this "**Estoppel**") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between THE CITY OF WHITEWATER, WISCONSIN, having an address of 312 W. Whitewater Street, Whitewater, WI 53190 ("**City**"), to and for the benefit of 411 NEWCOMB LLC, a Wisconsin limited liability company, having an address at c/o Oxxn LLC, 120 North Street, Sharon, WI 53585 ("**Seller**"), and OP WHITEWATER LLC, a Delaware limited liability company having an address of 1057 S. Glenhaven Drive, Pacific Palisades, California 90272 (together with its successors and assigns, collectively, "**Purchaser**").

### **RECITALS:**

**A.** Seller is the current owner of certain real property located in 411 N. Newcomb Street, Whitewater, Wisconsin (the "**Property**"), which is more fully described on Exhibit A attached hereto and made a part hereof.

**B.** The Property is subject to the terms of that certain Declaration of Covenants and Restrictions – Whitewater Business Park Subdivision, dated December 2, 1986, executed by the City, as declarant, which was recorded on January 15, 1987, with the Register of Deeds for Walworth County, Wisconsin, in Volume 390, page 290. (the "**Declaration**").

**C.** 411 Newcomb LLC, a Wisconsin limited liability company, as seller ("**Seller**"), and Purchaser have entered into a certain Real Estate Purchase and Sale Agreement dated as of February 14, 2022 (the "**PSA**"), pursuant to which Seller is selling to Purchaser, and Purchaser is purchasing from Seller, *inter alia*, the Property.

**D.** Section 12 of the Declaration is entitled Resale of Lots, and grants to the City a right of first offer to purchase any portion of the undeveloped portion of the Property which is not being used in connection with the business or industry of such owner.

**E.** Section 13 of the Declaration is entitled Recapture and Resale of Land, and grants to the City an option to repurchase, *inter alia*, the Property to the extent that the "Owner" did not commence construction of a building or buildings on the Property within two (2) years after the Property was purchased.

**F.** As an additional condition for the entry into the PSA, Purchaser has required the execution and delivery of this Estoppel to confirm that the provisions of Section 12 and Section 13 do not apply to the sale and purchase contemplated by the PSA.

## AGREEMENTS

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City hereby confirms the following:

**1. Recitals Incorporated; Definitions.** The above Recitals are hereby incorporated into this Estoppel in full and form an integral part hereof. All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Declaration.

**2. City's Estoppel.** City hereby represents, warrants, covenants and confirms the following:

(a) Seller is not in default under the terms of or obligations under the Declaration;

(b) City is not in default under the terms of or obligations under the Declaration.

(c) Section 12 of the Declaration entitled "Resale of Lots" no longer applies to the sale of any portion of the Property as the Property has heretofore been developed and may hereinafter be redeveloped.

(d) Section 13 of the Declaration entitled "Recapture and Resale of Land" no longer applies to the Property as the Property has heretofore been developed and may hereinafter be redeveloped.

(e) The City has received any and all required consents approvals, ratifications and other confirmations, if any are required (including, if applicable, approval from the Common Council of the City of Whitewater) to deliver this Estoppel.

**3. Representations and Warranties.** City represents and warrants that (a) it has the authority to execute and deliver this Estoppel, and (b) the Declaration has not been amended or modified and is in full force and effect.

**4. Expenses.** Seller shall pay all costs and fees of City and its attorneys in connection with this Estoppel and the transactions contemplated herein.

**5. Successors and Assigns.** This Estoppel shall be binding upon the City, and inure to the benefit of the respective successors and assigns of Seller and Purchaser.

**6. Governing Law.** This Estoppel shall be governed by the laws of the State of Wisconsin.

7. **Counterparts.** This Estoppel may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the City has duly authorized and have caused this Estoppel and Consent to be executed as of the day and year first above written.

CITY:

THE CITY OF WHITEWATER, WISCONSIN

By: \_\_\_\_\_

Name:

Title:

STATE OF WISCONSIN :  
COUNTY OF WALWORTH :  
CITY OF WHITEWATER :

Personally came before me this \_\_\_\_\_ day of March, 2022, the above named \_\_\_\_\_, City Manager of the City of Whitewater, and \_\_\_\_\_, City Clerk of the City of Whitewater, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of and as the act and deed of the City.

\_\_\_\_\_  
Notary Public, Walworth, CO, WI

My Commission Expires:

**JOINDER**

The undersigned, 411 NEWCOMB LLC, a Wisconsin limited liability company, as the owner of the Property described on Exhibit A, hereby joins into the Estoppel and Consent for purposes of confirming the terms thereof (and specifically the provisions of Section 4 thereof), and consenting to the recordation of the Estoppel and Consent.

IN WITNESS WHEREOF, the undersigned has duly authorized and has caused this Joinder to be executed as of the same day and year first above written with respect to the Estoppel and Consent.

SELLER:

411 NEWCOMB LLC,  
a Wisconsin limited liability company

By: \_\_\_\_\_  
Name:  
Title:

STATE OF WISCONSIN :  
COUNTY OF :

Personally came before me this \_\_\_\_\_ day of March, 2022, the above named \_\_\_\_\_, the \_\_\_\_\_ of 411 NEWCOMB LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of and as the act and deed of said company.

\_\_\_\_\_  
Notary Public, Walworth, CO, WI

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

LOT TWO (2) OF CERTIFIED SURVEY MAP NO. 1991, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR WALWORTH COUNTY, WISCONSIN ON DECEMBER 17, 1990, IN VOLUME 9 OF CERTIFIED SURVEYS ON PAGES 259 AND 260 AS DOCUMENT NO. 204650, IN THE CITY OF WHITEWATER, WALWORTH COUNTY, WISCONSIN,

EXCEPTING THEREFROM A PART OF SAID LOT TWO (2) DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT TWO (2), SAID POINT ALSO BEING THE SOUTHWEST CORNER OF OUTLOT ONE (1) OF THE PLAT OF WHITEWATER INDUSTRIAL PARK; THENCE SOUTH 88° 24' 25" WEST, ALONG THE SOUTH LINE OF SAID LOT TWO (2), 50,00 FEET TO A POINT; THENCE NORTH 00° 46' 00" WEST, 300,03 FEET TO A POINT BEING ON THE NORTH LINE OF SAID LOT TWO (2); THENCE NORTH 88° 24' 25" EAST, ALONG THE NORTH LINE OF SAID LOT TWO (2), 50,00 FEET TO THE NORTHEAST CORNER OF SAID LOT TWO (2); THENCE SOUTH 00° 46' 00" EAST, ALONG THE EAST LINE OF SAID LOT TWO (2), 300.03 FEET TO THE SOUTHEAST CORNER OF SAID LOT TWO (2) AND THE PLACE OF BEGINNING.

A.P.N. A199100002



## Council Agenda Item

Meeting Date: 3/15/22

Agenda Item: "Class B" Beer and Liquor License for Gus' Pizza LLC

Staff Contact (name, email, phone): Michele Smith 262-473-0102

### BACKGROUND

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

George Christon is selling his pizza restaurant business to Anjeza Isbell, contingent upon the existing beer and liquor license being approved for transfer to Anjeza. Alcohol Licensing Committee met on 3/1/22 and unanimously approved the request. Plan and Architectural Review Commission is meeting on 3/14/22 to act on the request for the conditional use permit that is required for any licensee serving drinks in person. The last approval needed is Council action to authorize the reissuance of the license to the new owner.

### PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

Alcohol Licensing Committee approval received 3/1/22  
Plan Commission hearing to be held 3/14/22 - pending

### FINANCIAL IMPACT

(If none, state N/A)

N/A

### STAFF RECOMMENDATION

Recommend approval of "Class B" Beer and Liquor license to be issued to Gus' Pizza LLC, Anjeza Isbell, Agent. Location of premises is 139 W. Main Street.

### ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Police Department Background Check Memo
2. Application for License.

## MEMORANDUM

TO: Michele Smith, City Clerk

FROM: Daniel A Meyer, Deputy Chief

DATE: February 10, 2022

REF: ALCOHOL BEVERAGE LICENSE APPLICATION  
Gus' Pizza LLC  
139 W Main St, Whitewater WI  
Agent: Anjeza Isbell

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Effective February 10, 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.)

ASAP

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

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

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

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

Applicant's Wisconsin Seller's Permit Number	
FEIN Number	
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 checked="" 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)

Gus' Pizza LLC

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>Isbell</u>	<u>Anjeza</u>	<u>nmi</u>	<u>W7473 Island Rd., Delavan, WI 53115</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
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)
<u>Same as above</u>			
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Gus' Pizza Business Phone Number 473-3562  
 2. Address of Premises 139 W Main St. Post Office & Zip Code Whitewater, WI

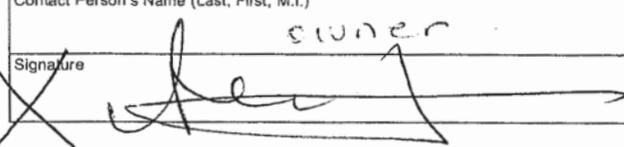
3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)  
Approx 1500 sq ft, 1st floor brick building -  
139 W Main St., Whitewater, WI

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  Yes  No  
 (b) If yes, under what name was license issued? George Chrison

the kid frankie 17@ icloud.com

- 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? .....  Yes  No  
**If yes, explain.**
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 WI and date 2022 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
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.)	Title/Member	Date
<u>owner</u>	<u>owner</u>	<u>2-7-22</u>
Signature	Phone Number	Email Address
	<u>same</u>	<u>same as</u>

*on questionnaire*

**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.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
Isbell,		Anjeza		nmi	
Home Address (street/route)		Post Office	City	State	Zip Code
W7473 Island Rd.		Whitewater	Whitewater	WI	53190
Home Phone Number		Age	Date of Birth	Place of Birth	
608-449-0842		44		Albania	

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.

member of LLC  
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

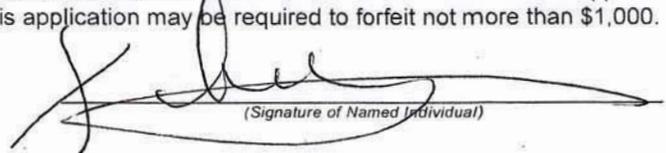
The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? since 2007
- 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.) n/a
- 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)

6. Named individual must list in chronological order last two employers.

Employer's Name <u>Pentair</u>	Employer's Address <u>Delavan, WI</u>	Employed From <u>2019</u>	To <u>current</u>
Employer's Name <u>HUSCO</u>	Employer's Address <u>Whitewater, WI</u>	Employed From <u>2015</u>	To <u>2019</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)