



COMMON COUNCIL AGENDA

Common Council Meeting

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

Tuesday, October 4, 2022 - 6:30 p.m.

This will be an IN PERSON and a VIRTUAL MEETING. (not in person).

Citizens are welcome (and encouraged) to join us via computer, smart phone, or telephone.

Citizen participation is welcome during topic discussion periods.

You are invited to a Zoom webinar.

When: Oct 4, 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/82700497255?pwd=NXVLWDV6TUhBZ1JLclphZllFTGhnZz09>

Passcode: 616346

Or Telephone:

1 301 715 8592

Webinar ID: 827 0049 7255

Passcode: 616346

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

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

CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE.

CONSENT AGENDA:

CA-A	Approval of Council minutes of 9/6/2022.	P. 1
CA-B	Acknowledgment of Receipt and Filing of: *CDA Minutes of 8/18/22; - P. 8 *Finance Committee minutes of 5/24/22 and August 23, 2022. – P 11 *Irvin L. Young Memorial Library Board minutes of 8/15/22. - P. 16	
CA-C	Expedited Approval of the Following Items, per City Staff Recommendation: R-1, O-2, O-4	n/a

CITY MANAGER REPORT

STAFF REPORTS: WHITEWATER UNIFIED SCHOOL DISTRICT – Presentation regarding School District referendum. Human Resources Coordinator – Update on City Manager Recruitment.

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

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

RESOLUTIONS:

*R-1	Approving Resolution Requesting Exemption from Jefferson County Library Tax. (City Librarian Request).	P. 28
R-2	Amendment No. 1 for 2022 Salary Resolution. (amending salary ranges for various positions and adding salaries for Fire and EMS personnel. (Human Resources request).	P. 31
R-3	Authorizing purchase of land adjacent to City-owned property, located South of Starin Road, near the Northern terminus (end of Cherry and Wakely Streets) for \$10,000. (City Attorney Request).	P. 34

ORDINANCES: First Reading – None.

ORDINANCES: Second Reading:

O-1	An Ordinance Creating Chapter 19.19 R-1S – One Family Residence District – Small Lots. (Neighborhood Services Director Request).	P. 52
*O-2	Ordinance amending the make up of the City of Whitewater Plan and Architectural Review Commission.	P. 62
O-3	An Ordinance Creating Chapter 11.39, Operation of Golf Carts on Public Roads. (Councilmember Majkrzak Request).	P. 65
*O-4	Ordinance Designating a Tourism Entity. (City Attorney Request).	P. 68

CONSIDERATIONS:

C-1	Presentation and brief overview of draft 2023 budget and 2023 alternate budget. (Finance Director Request).	P. 72
C-2	Councilmember Requests for Future Agenda Items and/or Future POLCO questions.	n/a
C-3	Adjournment.	n/a

Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk at least 72 hours prior to the meeting.

***Items denoted with asterisks will be approved on the Consent Agenda unless any council member requests that it be removed for individual discussion.**

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

September 6, 2022

The regular meeting of the Common Council was called to order at 6:30 p.m. by Council President Smith. The meeting was held both virtually and in person. COUNCILMEMBERS PRESENT: McCormick, Schreiber, Allen, Smith, Majkrzak, Gerber. MEMBERS ABSENT: Brown. LEGAL COUNSEL PRESENT: Wallace McDonell.

It was moved by Allen and seconded by Schreiber to approve the Council Minutes of 8/2/22 and 8/16/22; and to acknowledge receipt and filing of Library Board Minutes of 7/18/22; the Finance Committee Minutes of 1/25/22, 2/24/22, 4/12/22, 6/28/22, and 7/26/22; and the Landmarks Commission Minutes of 1/6/22, 2/3/22, 3/3/22, 4/7/22, 5/5/22, and 6/2/22. AYES: Schreiber, McCormick, Smith, Allen, Majkrzak, Brown, Gerber. NOES: None. ABSENT: None.

STAFF REPORTS. **Interim City Manager John Weidl was introduced** by Council President Smith. Library Director Lunsford updated council on **Library fundraising efforts**, indicating that meetings with the fundraising consultant continue, with plans for developing of a campaign planning committee in the next month or so. The Library is preparing to sell the properties they have purchased, and discussion between the Community Development Authority and the Library have occurred regarding a possible sale to the CDA. **CITY MANAGER REPORT:** Interim City Manager Weidl highlighted several events and items of interest in the City, including street projects, new hires and promotions, the referendum, library programs, and parks and recreation programs.

CITIZEN COMMENTS. None.

RESOLUTION REQUESTING EXEMPTION FROM WALWORTH COUNTY LIBRARY TAX.

The annual Resolution requesting exemption from Walworth County Library tax was presented. It was moved by Allen and seconded by Schreiber to approve the request. AYES: Schreiber, McCormick, Smith, Allen, Majkrzak, Gerber, Brown. NOES: None. ABSENT: None. APPROVED: September 6, 2022.

RESOLUTION IN RECOGNITION OF LEAGUE OF WISCONSIN MUNICIPALITIES STAFF MEMBERS CURT WITYNSKI AND GAIL SUMI.

RESOLUTION IN RECOGNITION OF CURT WITYNSKI AND GAIL SUMI OF THE LEAGUE OF WISCONSIN MUNICIPALITIES

WHEREAS, since 1987, Curt Witynski has been providing leadership, guidance, and advocacy to benefit the cities and villages of Wisconsin; and

WHEREAS, since 2011, Gail Sumi has given voice to, and enlightened and informed Wisconsin's local leaders through her direction and coordination of the League of Wisconsin Municipalities' multiple channels of communication, including editing and production of *The Municipality*; and

WHEREAS, Mr. Witynski and Ms. Sumi have been thought leaders and trusted advisors for local officials, both elected and appointed; and

WHEREAS, Curt Witynski and Gail Sumi have contributed in countless ways to the prosperity and success of local government in Wisconsin; and

WHEREAS, in addition to their tireless efforts on behalf of municipal government, Curt Witynski and Gail Sumi have been role models for thousands of local leaders; and

WHEREAS, Mr. Witynski and Ms. Sumi will be retiring from daily service to local government at the end of calendar year 2022,

NOW, THEREFORE, BE IT RESOLVED, that the City of Whitewater expresses its profound gratitude to Curt Witynski and Gail Sumi for their service; and

BE IT FINALLY RESOLVED that the City of Whitewater congratulates them both on their careers of leadership and wishes them well in future endeavors.

Resolution introduced by Councilmember Allen, who moved its adoption. Seconded by Councilmember Schreiber. AYES: Schreiber, McCormick, Brown, Gerber, Majkrzak, Smith, Allen. NOES: None. ABSENT: None. ADOPTED: September 6, 2022.

John Weidl, Interim City Manager

Michele R. Smith, City Clerk

INCREASE IN NEW MEMBERS TO THE COMMUNITY, AND OPPORTUNITIES TO CONNECT WITH THE NEW MEMBERS, AND SAFETY ISSUES. Police Chief Meyer provided an update on the new citizens to the community. He stated that there are three areas of concern, which include traffic enforcement, communication, and living situations or overoccupancy.

With regard to traffic enforcement, Meyer believes there is a correlation between some statistical changes and the inability of the new residents to obtain driver's licenses. From January through August for 2020, 2021 and 2022, the number of calls for crashes were 78, 97, and 129 respectively. For operating without a license citations, the numbers were 66, 76, and 201 respectively.

With regard to communication issues, Chief Meyer is trying to find ways to help his staff learn Spanish in order to more effectively communicate with the new residents. The cost to the Police Department for interpretation services has cost \$382 in 2020; \$963 in 2021; and \$3,651 for 2022 to date. The Police Department is reviewing other service opportunities.

With regard to property overoccupancy problems, Meyer explained that the majority of problems occur at the Fox Meadows apartment complex. In 2020, there were 30 calls to Fox Meadows; in 2021 there were 26; and in 2022 there have been 125 to date. The City will be conducting inspections and issuing fines for noncompliance. The owner of Fox Meadows indicated that they will be installing cameras on the property, installing fob access to the apartment buildings, putting notices on vehicles that are not registered with the rental office, and begin removing tenants that are not complying with the terms of their lease.

Councilmember Allen requested a coordinated effort between the City, County and State governments to help these residents learn English. Questions were raised about the number of incidents the School Resource officer has experienced, and also how the Police Dispatchers are handling the increases. Chief Meyer responded that the largest challenges are providing services around the clock. Some services are not available beyond regular business hours. Councilmember Gerber suggested consideration of a security guard on site. In response to a question posed about the cooperation from the property owner, Chief Meyer indicated he would have to speak to the Neighborhood Services Director regarding this. Councilmember

Brown noted that there is an English as a Second language course occurring at the Whitewater Community space.

PRESENTATION FROM REPRESENTATIVES OF TDS (TELEPHONE AND DATA SERVICES) RELATING TO INSTALLATION OF FIBER IN COMMUNITY FOR PURPOSE OF PROVIDING INTERNET, TELEVISION AND TELEPHONE SERVICES TO COMMUNITY AS ANOTHER SERVICE OPTION FOR CITY RESIDENTS.

A representative from TDS presented an overview of the fiber installation project for Whitewater. The fiber being installed will be capable of handling upgraded hardware above ground without having to be changed. The fiber will give residents the ability to have television, internet and telephone services. The representative highlighted the communications that will be going out to residents prior to and during construction in their neighborhood. He explained that TDS will restore any grass that is dug up in the process of laying the fiber cable. Councilmember Brown asked whether there are any rural areas that TDS is laying fiber in. TDS indicated they will be adding fiber in areas of new construction in the City as those areas are developed.

The representative responded that when a resident signs up for their service, a line will be run from the network to the home. Councilmember Smith asked whether the mailers are bilingual, in light of the fact that 40% of the school district speaks Spanish. The representative stated that they do have bilingual mailers that can be used.

PRESENTATION ON RECREATIONAL FIRE REGULATIONS IN COMMUNITY, AND ITS EFFECT ON B-2 DISTRICT. Neighborhood Services Director Bennett said that a local business, Grunzolio Pizzeria, has expressed concerns about smoke from an area recreational fire entering his restaurant business, causing smoke smell to be in his dining room. Bennett explained that the City cannot prohibit recreational fires, as the municipal code does allow them. Bennett stated that the City did send letters to the two property owners with homes to the west of the restaurant, asking those property owners to refrain from recreational fires until after 8:00 p.m. One property owner was amenable to the request, but Bennett has not heard from the second property owner.

Bennett indicated he viewed the two properties, but he saw no indication of burn areas in either of the back yards of the properties. Bennett explained that a burn ban in the B-2 District would negatively affect some community events. Bennett indicated that he cannot verify where the smoke is coming from.

Councilmember McCormick stated that she walked down the alley and she agreed the first two houses had no indication of burning, but the *third* house had a substantial burn area in the backyard.

Councilmember Allen stated that he believes Neighborhood Services should reach out to the third house in an attempt to solve the problem. Assistant Fire Chief Dion indicated that no one has reached out to the Fire Department regarding recreational fires. Dion was not sure a complete change in the ordinance is warranted; maybe a small adjustment to prohibit fires in parking lots is needed. Dion expressed willingness to prepare a new ordinance if Council desires.

Resident Bill Bowen, 964 W Charles St, stated that he has photos of the second house with burned logs in the yard. He thinks it is an easy fix for this situation to just prohibit the fires in the B-2 District. Resident Chuck Mills, 336 S Whiton St., feels that this item is unimportant and the Council should be dealing with more important issues. Mills believes that the ordinance shouldn't be changed because of one complaint. No action was taken.

DISCUSSION AND POSSIBLE ACTION REGARDING EXTENSION OF ALLOWED HOURS OF OPERATION FOR BIRD SCOOTERS.

Caitlin Goodspeed from Bird Scooter explained that current scooter availability hours are from 4:00 a.m. – 10:00 p.m. There were 144 rides attempted after hours during the month of August, with 68 of those between 10 and 11:00 pm; and with 26 of those attempts between 11 and midnight. Goodspeed would like to see the hours expanded to 4:00 am – 12:00 am.

Councilmember McCormick reported that she is still receiving complaints about the scooters being left on the sidewalks, and she would like to see this resolved. Goodspeed responded that the scooters are deployed in compliance with ADA rules, and that the issue is how the riders are leaving them after rides. Goodspeed offered that Bird can send out reminders through the app or through email regarding where to park scooters after rides.

Councilmember McCormick said that she was under the impression that customers had to take a picture of the parked scooter after riding and submit it to Bird Scooters. Goodspeed confirmed that customers are required to take a photo of the scooter, but that the photos are used more as a retroactive tool rather than proactively.

In response to questions about the number of rides sold in August, Goodspeed did not have that information, but said she would obtain it and forward it to Public Works Director Marquardt.

Councilmember McCormick asked Police Chief Meyer what the impact expanding hours would have on the police department. Chief Meyer said it would be speculation to give any figures. He indicated there have been no OWI citations. He indicated there has been an incident where a truck was damaged by a scooter, but acknowledged that most complaints do not go through the police department. Chief Meyer indicated it was his preference that hours *not* be extended.

Councilmember Schreiber stated that university students do use the scooters at night after jobs or studying late at night. Schreiber indicated that he is more comfortable with extending the hours to midnight than he would be extending the hours beyond that time. Goodspeed explained that the hours are programmed into the units, and adjustment of hours is not an issue. In response to questions about the definition of the end of the season, Goodspeed responded that it all depends on the weather, but typically that means in early November.

Councilmember Gerber stated that she agrees with Schreiber about students and second shift workers being allowed the opportunity to use the scooters later at night, and she supports extension of hours to midnight until the end of the scooter riding season. ***It was moved by Gerber to extend the operational hours of the bird scooters to midnight, on a temporary basis, until the end of the season. The hours are to be re-evaluated in the Spring. Motion was seconded by Councilmember Schreiber.***

Councilmember Allen acknowledged that while he managed on-campus restaurants, he noted that students are regularly awake until 2:00 or 3:00 a.m. Allen supports the extension of the hours. Councilmember Brown believes a trial run is worthwhile. Interim City Manager Weidl asked Police Chief Meyer for monthly complaint numbers during the Fall months. ***AYES: Schreiber, Smith, Allen, Majkrzak. Gerber, Brown. NOES: McCormick. ABSENT: None.***

RIDE SHARE PROGRAM (TAXI CAB SERVICE). Finance Director Hatton explained that the Wisconsin DOT-managed Ride Share Program is directed toward communities that are not large enough to have a transit system. The current City contract will be rebid at the end of 2023. Amanda Running, representative of Brown Cab Service, provided an overview of how the service works. Running explained

that the average wait time from the time of the ride request until the time picked up was 6-8 minutes. Running indicated that the first few days of each month are the busiest, as well as the hours of 7:30-9:00 a.m., 12:00-1:00 p.m. Also explained is that 3:00-4:30 p.m. are the busiest times of the day. In response to concerns raised about staffing issues, Running responded that their typical employee is a retired person or someone having a second job. Running noted that after the pandemic, those people typically did not rejoin the workforce. Allen inquired about a possible increase in wages. Running indicated that wage rates have been increased, but wages are tied to their bid rate from 2018. She noted that the bid rate will not change until it is rebid in 2023.

Councilmember Majkrzak questioned whether there was the ability to get out of the contract now, so it could be rebid. He expressed concern about waiting until the end of 2023 to be able to increase wages. Finance Director Hatton offered to contact the DOT about options. It was confirmed that a commercial driver's license is not required to drive the cab, and that Running recruits employees through newspaper ads and online advertising. It was moved by Majkrzak to direct City staff to find options to potentially rebid the contract for the Ride Share program. Allen seconded the motion. AYES: Schreiber, McCormick, Smith, Allen, Majkrzak. Gerber, Brown. NOES: None. ABSENT: None.

WALWORTH COUNTY EMERGENCY COMMUNICATIONS RADIO SYSTEM SITE IMPROVEMENT AND USE AGREEMENT. Department of Public Works Director Marquardt indicated that staff has been working with Walworth County on an agreement for the communications tower. It was confirmed that the new emergency radio tower will be located at the City's wastewater treatment plant site. It was moved by Allen and seconded by Schreiber to approve an agreement between Walworth County and the City regarding installation of an emergency communications radio system on the City's Wastewater Treatment Plant site. AYES: Schreiber, McCormick, Smith, Allen, Majkrzak. Gerber, Brown. NOES: None. ABSENT: None.

REQUEST FOR AUTHORIZATION TO SELL UNUSED WATER SERVICE TRUCK THROUGH WISCONSIN AUCTION SERVICE. The Water Department has replaced a 1997 Ford F150 vehicle, 139,815 miles, and will no longer need that vehicle. It was moved by Allen and seconded by Schreiber to authorize the sale of that truck through the Wisconsin Surplus Auction site. The motion was seconded by Schreiber. AYES: Schreiber, McCormick, Smith, Allen, Majkrzak. Gerber, Brown. NOES: None. ABSENT: None.

GOLF CART USE ON STREETS STATISTICS, AND DISCUSSION AND POSSIBLE DIRECTION REGARDING GOLF CART USAGE ON CITY STREETS. Councilmember Majkrzak presented a rough draft of a proposed ordinance that would allow golf cart use on City streets. Majkrzak indicated that he is receiving a surprisingly increasing number of requests from a certain segment of the population, asking for permission to traverse the streets. McCormick expressed concern about having golf carts driven through downtown. Majkrzak confirmed that the proposal does not allow golf carts on Main Street. In response to Majkrzak's question, Chief Meyer stated that for the City as a whole, in 2021 there were six complaints regarding UTVs, with about half of those complaints referring to ATVs. Those complaints related to them being on the Street and/or driving recklessly. Allen indicated that mobility issues have driven the requests he has received. Councilmember Gerber stated that she is willing to listen, but she has several questions and concerns regarding this ordinance. She would like a clear definition on golf carts, ATVs and UTVS. Will the units be allowed on the bike paths or campus. Councilmember Majkrzak stated that he should be bringing a more complete ordinance before the Council at their 9/20/22 meeting. Councilmember Brown applauded the pursuit of finding more ways for people to get around the City. She does, however, have concerns about funding, should the need for more bike/ATV/UTV lanes need to be painted on the streets.

REQUEST FOR APPROVAL OF UW-WHITewater BRANDED STREET SIGNS ON STREETS ADJACENT TO THE CAMPUS. John Chenoweth from UW-Whitewater indicated that it would be beneficial if the streets on and around campus could have University-branded street signs. The Council was provided with a map of locations where the street signs are proposed to be placed. The University would cover the cost of the signage. It was moved by Majkrzak and seconded by Brown to authorize installation of University-branded signs at the locations presented, and to accept the University's offer to fund the purchase. AYES: Schreiber, McCormick, Smith, Allen, Majkrzak. Gerber, Brown. NOES: None. ABSENT: None.

COUNCILMEMBER REPRESENTATIVE TO TECHNOLOGY PARK BOARD. Councilmember Majkrzak was previously appointed as the Council representative to the Technology Park Board, but is not able to attend the specified meeting times. John Chenoweth of UWW acknowledged that the group has discussed the possibility of changing the meeting dates/times, but as of this date, has not voted to change them. It was moved by Councilmember Allen and seconded by Councilmember Schreiber to appoint Lisa Dawsey-Smith to the Technology Park Board in place of Councilmember Majkrzak. AYES: Schreiber, McCormick, Smith, Allen, Majkrzak. Gerber, Brown. NOES: None. ABSENT: None.

DISCUSSION AND POSSIBLE DIRECTION REGARDING TIMELINE, RECRUITMENT, AND INTERVIEW PROCESS FOR HIRING NEW CITY MANAGER. Human Resources Manager Atkinson stated that GovHR USA, the firm hired by the Council to do recruitment for the City Manager candidates, will be setting up interviews with approximately eight candidates for the first round, and two-three candidates for the second interviews. The first interviews will occur the week of October 10. Atkinson asked for two-three volunteers to be involved in this first round of interviews, along with Finance Director Hatton, Public Works Director Marquardt, and Police Chief Meyer. Councilmembers Allen, McCormick, and Dawsey-Smith volunteered to be involved in the first round of interviews. Atkinson indicated that the full Council would be involved in the second interviews. These will occur the weeks of October 17 and 24. There will also be a separate round of interviews with the staff/directors. Atkinson asked that the Councilmembers email her any potential date conflicts for setting up the interviews.

FUTURE AGENDA ITEMS AND/OR FUTURE POLCO QUESTIONS. Councilmember McCormick requested a POLCO question regarding golf carts. She was told there had already been one. Interim City Manager Weidl was asked to provide those results to the Council.

EXECUTIVE SESSION. It was moved by Smith and seconded by Allen, to adjourn to closed session ***TO RECONVENE*** pursuant to Wisconsin Statutes and 19.85(1)(e) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session" and 19.85(1)(c) "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility." Items to be discussed: **1) Possible sale of Lot 1 of Certified Survey Map No. 4054 to Home Lumber. (Lot located near the roundabout) [19.85(1)(e)] and 2) Negotiation of agreement for additional city management/economic development services. [19.85(1)(c)].** AYES: Schreiber, McCormick, Smith, Allen, Majkrzak. Gerber, Brown. NOES: None. ABSENT: None. The meeting adjourned to Closed Session at __ p.m.

RECONVENE INTO OPEN SESSION.

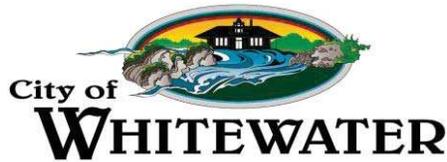
AMENDMENT OF AGREEMENT WITH GOVHR USA FOR INTERIM CITY MANAGEMENT ECONOMIC DEVELOPMENT SERVICES. Councilmember Allen summarized that the proposed amended contract would increase Interim City Manager Weidl's hours from 24 to 40 hours per week, at a reduced rate. The total increase in cost to the City is \$7,000. Allen moved approval of the amended contract.

Schreiber seconded the motion. AYES: Schreiber, McCormick, Smith, Allen, Majkrzak. Gerber, Brown. NOES: None. ABSENT: None.

ADJOURNMENT. Being no further business to come before the meeting, it was moved by Majkrzak and seconded by Allen to adjourn the meeting. AYES: Schreiber, McCormick, Smith, Allen, Majkrzak, Gerber, Brown. NOES: None. ABSENT: None. The meeting adjourned at 8:35 p.m.

Respectfully submitted,

Michele R. Smith, City Clerk



City of
WHITEWATER
Community Development Authority
Board of Directors Meeting

MINUTES

Thursday, August 18, 2022 at 5:30 p.m.

**Location: Municipal Building – Community Room 1st Floor
312 W. Whitewater St., Whitewater, WI 53190**

This meeting was held IN-PERSON and VIRTUALLY

1. Administrative Items.

- a. **Call to Order:** Lisa Dawsey-Smith called the meeting to order at 5:35 p.m.
- b. **Roll Call:** PRESENT: Jim Allen, Lisa Dawsey-Smith, Joe Kromholz, Jason Gleason, Jon Kachel; ABSENT: Patrick Singer and Jake Gildemeister. STAFF: Steve Hatton (Finance Director); Brad Marquardt (Director of Public Works).
- c. **Declaration of Conflict of Interest:** Would any member(s) of the Board wish to declare any known conflict of interest with the items presented on today's CDA Board Agenda? None stated.
- d. **Hearing of Citizen Comments:** No formal CDA Action will be taken during this meeting although issues raised may become a part of a future agenda. Items on the agenda may not be discussed at this time. None.

1. Presentations: None.

- 2. Approval of Minutes:** Moved by Kachel and seconded by Gleason to approve the July 28, 2022 CDA Board Meeting Minutes and the August 11, 2022 CDA Board Special Meeting Minutes. AYES: Kachel, Allen, Kromholz, Dawsey-Smith; Kachel, Gleason; NOES: None; ABSENT: Singer and Gildemeister.

- 3. Review and Acknowledge Financial Statements:** Moved by Gleason and seconded by Kachel to acknowledge the July 31, 2022 Financial Statements. AYES: All by voice vote (5); NOES: None; ABSENT: Singer and Gildemeister.

4. Action Items:

- a. **Discussion and approval of Offer to Purchase property located at 206 E. Cravath St. submitted on August 9, 2022 by the Richard H. Kraus Jr. and Pamela T. Kraus Revocable Living Trust Dated March 10, 1992 ("Buyer") and Counter-Offer by the CDA on August 12, 2022 accepted by Buyer on August 12, 2022 at a purchase price of \$250,000.** Marquardt provided a brief summary of the accepted Offer to Purchase. Moved by Gleason and seconded by Kachel to

acknowledge the accepted Offer. AYES: Dawsey-Smith, Gleason, Kachel; Kromholz, Allen; NOES: None; ABSENT: Singer, Gildemeister.

5. Updates and Discussion:

- a. **CDA Director's Report.** Marquardt provided a summary and update of the report submitted by Nathan Thiel (Interim Economic Development Director) regarding the status of various projects currently in the development stage and confirmed the termination of the Thermobuilt transaction by mutual agreement. Thiel and City Manager Clapper worked together with the city Attorney to develop a Non-disclosure Agreement that can be used with future projects.
- b. **Discussion regarding Economic Development Director position.** Hatton stated that the recruitment for this position will be deferred until a permanent City Manager is on board. Dawsey-Smith stated that the Council took into consideration the vacancy of this position when considering the applicant for the Interim City Manager position. John Weidl has been approved as Interim City Manager and has significant experience in the area of economic development. Weidl will also ensure that all existing development projects continue to move forward. Kachel suggested that the CDA Board act to recruit an Interim Economic Development Director; Allen concurred. Dawsey-Smith stated that pursuant to a conversation with CDA Chair Singer, Singer will be meeting with Weidl next week and will have that discussion with Weidl.

6. ADJOURN TO CLOSED SESSION. Moved by Dawsey-Smith to adjourn to closed session per Wisconsin State Statutes 19.85(1)(e) "Deliberating or negotiating the purchase of public property, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session"; seconded by Allen. AYES: Kromholz, Kachel, Allen, Dawsey-Smith, Gleason; NOES: None; ABSENT: Singer, Gleason.

Item 1. Discussion and possible direction regarding request from Blue Line Battery, Inc. to alter the terms of a Secured Promissory Note Dated July 12, 2017 as amended and restated as of January 30, 2018 evidencing a \$64,614 Capital Catalyst Loan.

7. RECONVENE INTO OPEN SESSION. Moved by Gleason and seconded by Kromholz to work with Blue Line Battery to collect the interest accrued 4% back to date of maturity on the Note and extend the principal due for a twelve (12) month period from date of maturity and authorize staff to work with Blue Line under those parameters. AYES: Kachel, Gleason, Kromholz, Dawsey-Smith, Allen; NOE: None; ABSENT: Singer, Gildemeister.

8. Board Member Requests for Future Agenda Items:

- a. Create policy between the CDA and City regarding transfers of residual equity from the CDA to the City.
- b. Improvement of the physical condition of Lot 9B in the Business Park.
- c. CDA Alternative Revenue Streams.
- d. Director to visit (virtual/in-person) with Whitewater's employers.
- e. Recruit Developer that would include a grocery merchant.
- f. Update regarding potential additions to the City's Zoning Code to allow for smaller homes on smaller lots.
- g. Discussion with Interim City Manager regarding interim and permanent Economic Development Director position.

9. Adjournment. Moved by Gleason and seconded by Kachel to adjourn the meeting. AYES: All by voice vote (5); NOES: None; ABSENT: Singer, Gildemeister.

Meeting adjourned at 6:05 p.m.

Respectfully submitted,
Bonnie Miller, Recorder
Minutes approved: September 15, 2022.

CDA Loan Recipient Presentations:

Meeper – September 15, 2022

Blueline Battery – October 20, 2022

Learning Depot – October 20, 2022

Recruit chute - TBD

Scanalytics - TBD

Slipstream – November 17, 2022



ABSTRACT/SYNOPSIS OF THE ESSENTIAL ELEMENTS OF THE OFFICIAL ACTIONS OF THE FINANCE COMMITTEE OF THE CITY OF WHITEWATER, WALWORTH AND JEFFERSON COUNTIES, WISCONSIN.

Finance Committee Meeting Minutes of May 24, 2022

1. Call to Order and Roll Call - The meeting of the Finance Committee was called to order at 4:30 p.m. by Greg Majkrzak Members Present: Greg Majkrzak, Lisa Dawsey Smith and Lukas Schreiber. Staff members present were City Manager Clapper and Finance Director Hatton. Council member Gerber was also in attendance.
2. Review and Approval of Finance Committee Meeting Minutes from January 25, 2022 and April 12, 2022.

Dawsey Smith made a motion to approve the minutes with a second from Schreiber.

Ayes: Schreiber, Dawsey Smith, Majkrzak

Noes: None

Abstained: None

Absent: None

The motion was approved by unanimous voice vote.

3. Hearing of Citizen Comments – No citizens were in attendance.
4. Staff Updates

- a. Financial Update – FYE 2022 – Hatton reviewed the year-to-date financials (page 10 of the packet) through the end of April with explanations of the deficits or other notable items. Hatton noted Fund 215, DPW Equip/Vehicle Revolving Fund was in deficit as the planned note issuance for planned equipment purchases has not yet taken place. Dawsey Smith asked about the surplus in Fund 210, FD Equipment Revolving Fund. Hatton confirmed this reflected the receipt of the General Obligation Bond proceed for the planned Fire Ladder truck purchase which has not yet been completed. Gerber asked about the deficit in Fund 260. Hatton explained that the budget planned to use 32,000 of fund balance as there were anticipated payouts for retirements, but there were no transfers into the fund in the 2022 budget year. Hatton also noted the Water Tower project was also notable as much of the project progress payments have been made in advance of the Revenue Bond issuance.

Hatton also referred to page 11 of the packet to note the General Fund is in Surplus \$1.3MM. Revenues were unfavorable (less than prior year) by ~\$220,000, but Expenditures were favorable (less than prior year) by \$191,000. YTD through April 2022, the General Fund is in surplus by \$1,354,000. Majkrzak asked about any other notable items. Hatton described vacancies as the largest driver to generate savings to offset any negative surprises.

Hatton continued to describe the changes to the Treasury yield curve noting the 20-year Treasury bond was at 3.24% and can be used as a reference point for the upcoming

Revenue bond issuance. Where Treasuries are viewed as the risk-free rate, our Revenue bond is anticipated to require a slightly higher rate for the same maturity. Also reviewed were several Inflation measures noting CPI-U rose to 7.9% in the February 2022 data release by the Bureau of Labor Statistics (BLS).

5. Discussion/Direction on the following:

Water Utility Conventional Rate Case Application – Hatton referenced the discussions during the 2022-2023 Budget process and capital project planning which noted a need to increase water rates to cover the cost of projects. Hatton noted that the Water Utility did not qualify for a Simplified Rate Case, which would have permitted a shorter and smaller adjustment to rates. A Conventional Rate Case is necessary which is expected to take up to 9 months to complete. Majkrzak asked broadly how the process works. Hatton described that the PSC will examine the financial reporting of the Utility in detail and projects the cash flow in the coming year given planned capital projects debt service requirements. Hatton noted that the entire process can be followed on the PSC website where there is opportunity for public input. People can subscribe for notification of updates. The projected 24% need for increase is nominally higher than the 21% estimated at time of budgeting. Hatton also requested approval for Ehlers to assist with the preparation and submission of the rate case application and process. Dawsey Smith made a motion to recommend approval of the rate case application to include the assistance of Ehlers. Schreiber seconded. Majkrzak asked that several items be covered when it is presented to Council for approval: 1. Describe the PSC process 2. How Whitewater water rates compare to other nearby communities and 3. How the anticipated rate increase would impact a typical residential customer. Dawsey Smith noted that the Water Utility Cash Flow model reflected the worst-case scenario - illustrating budgeted TID payments to support TID eligible capital projects are not received but still are serviced by the Water Utility. Dawsey Smith asked to illustrate this when the application request was brought to Council for approval. Hatton clarified that although the cash flow illustrated the rate impact should the TID payments not be received, the utility would recover the payments from the TID increment and revenues made it possible. This means the Water Utility would recover the amount due from the TIDs, but perhaps not when due. Any receipt of TID payments for eligible/budgeted capital projects would reduce or delay the need for a rate increase as modeled in the Cash Flow model.

Ayes: Schreiber, Dawsey Smith, Majkrzak

Noes: None

Abstained: None

Absent: None

The motion was approved by unanimous voice vote.

- b. Utility Bill Overview – Hatton reviewed process and timing around production and distribution of Utility bills. Hatton noted residents can access their utility bills online as well as by mail. Payments can be made online, by telephone, in person, or by mail.

Hatton further reviewed the composition of a sample utility bill to illustrate how much of the bill is due to Water (~30%), Sewer (~60%) and Stormwater (~8%). Discussion continued addressing how different communities design their rates (fixed monthly charged/variable charge).

Finance Committee Minutes – May 24, 2022

Hatton continued to review how Whitewater compares to communities in the four-county region with like sized water/sewer utilities (Class C Water Utilities). Whitewater is in the 25th percentile for water; 79th percentile for sewer; and 63rd percentile on a combined basis. (1 = lowest cost and 100 = highest cost). The committee asked how the forecast 24% increase would impact the total bill. Hatton estimated the impact to the average residential customer (3,000 gallons per month) to be a \$5.89 increase (73.27 to 79.16). This will place Whitewater in the 63rd percentile for water and 79th percentile on a combined basis.

6. Future Agenda Items –

a. Dawsey Smith – Asked for a staffing update (chart of vacancies)

7. Discussion of Next Meeting Date: The next Finance Committee meeting will take place on June 28, 2022 at 4:30 pm.

8. Adjournment: Dawsey Smith moved to adjourn the meeting with a second by Schreiber.

Meeting adjourned at 5:26 pm

Respectfully submitted,

Steve Hatton, Director of Finance and Administrative Services



ABSTRACT/SYNOPSIS OF THE ESSENTIAL ELEMENTS OF THE OFFICIAL ACTIONS OF THE FINANCE COMMITTEE OF THE CITY OF WHITEWATER, WALWORTH AND JEFFERSON COUNTIES, WISCONSIN.

Finance Committee Meeting Minutes of August 23, 2022

1. Call to Order and Roll Call - The meeting of the Finance Committee was called to order at 4:30 p.m. by Schreiber. Members Present: Lukas Schreiber and Lisa Dawsey Smith. Greg Majkrzak absent. Additional attendees include council member Gerber and staff members Finance Director Steve Hatton and interim City Manager John Weidl

2. Review and Approval of Finance Committee Meeting Minutes from July 26, 2022

Dawsey Smith made a motion to approve the minutes with a second from Schreiber.

Ayes: Dawsey Smith. Schreiber

Noes: None

Abstained: None

Absent: Majkrzak

The motion was approved by unanimous voice vote.

3. Hearing of Citizen Comments – No citizens were in attendance.

4. Staff Updates

- a. Financial update Year-to-Date through July 2022. Hatton reviewed the information in the packet noting comments were made in the first page to note anything noteworthy or where there was a significant change from the last meeting. One item mentioned was the Revenue Bond funding which added borrowed proceeds to the Utility Funds. These Funds had been negative in the last YTD report due to capital projects underway with progress payments taking place prior to the bond issuance. Hatton also noted the General Fund was in surplus \$100,000 year to date through July. When compared to the same seven-month period in 2021, Revenues were \$118,000 favorable YTD through July and Expenditures were unfavorable by \$247,000. Hatton noted the remaining pages provide further detail for each General Fund revenue line item and for each cost center grouping. If there are any questions after reviewing these groupings, the full detail is distributed to the full Council each month with line-item detail for each general ledger account.

Hatton then reviewed the changes to the US Treasury yield curve since December 2020. Also reviewed were changes to inflation since the end of 2020. Measures included are provided by the Bureau of Labor Statistics and include Consumer Inflation (CPI-U) declining nominally to 8.5% annual rate over the past 12 months and the Producer Price Index (PPI Final Demand) which rose slightly to 8.0% over the past year.

Hatton lastly reviewed the interest rate yield received on the City's operating account to illustrate the scale and rate of change in 2019-2022. The interest rate increased by 0.29% in July from 0.57% to 0.86%. This is the highest rate earned on our deposits since April of 2020. Hatton also noted that we have placed a portion of our investment funds that are not anticipated to be needed for liquidity in a series of CDs with laddered maturities. We expect to be favorable to budget for interest revenue in 2022.

5. Discussion /Direction on the following:

a. 2023 Budget Update Timeline

Hatton reviewed an exhibit illustrating the timeline to refresh the current 2023 budget adopted in the fall of 2021 in two versions. The first version will reflect a recommended budget should the Fire/EMS referendum pass. The second version will reflect the recommended budget should the Fire/EMS referendum not be successful. Staff will begin the process in the coming week with a goal to have a City Manager's recommended budget to include in the Council Packet for the October 4th Common Council meeting. Hatton asked to confirm that the Finance committee members would be available to review the proposed budget in roughly equal portions over three dates; October 6th, October 11th, and October 13th. Any feedback or revisions coming out of those meetings could then be reflected in a revised document for the full Council either at the October 18th or the November 2nd meeting. Smith-Dawsey indicated availability for the targeted dates and asked about meeting start times for the October meetings. Hatton committed to confirm Majkrzak's availability and schedule accordingly. Gerber asked whether a motion would be necessary during this budget process to resume an annual budget cycle instead of the current biennial budget. Hatton indicated that decision would take place in 2024 at the direction of the Common Council.

6. Future Agenda Items –

- a. Dawsey Smith – Noted items raised in previous meetings particularly the update on budgeted capital projects versus actual costs.
- b. Hatton mentioned that a high-level preview of the budget should be available for the September Finance Committee meeting.

7. Discussion of Next Meeting Date: The next Finance Committee meeting will take place on September 27, 2022 at 4:30 pm.

8. Adjournment: Smith moved to adjourn the meeting with a second by Schreiber.

Meeting adjourned at 4:51 pm

Respectfully submitted,

Steve Hatton, Director of Finance and Administrative Services

Irvin L. Young Memorial Library
431 W Center St
Whitewater WI 53190
Board of Trustees Regular Meeting
Online Virtual Meeting
Monday, August 15, 2022, 6:30 pm

MINUTES

Mission Statement:

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

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

This is a hybrid in-person and virtual meeting.

1. Call to Order at 6:32 p.m.

Present: Doug Anderson, Sallie Berndt, Alyssa Orlowski, Jennifer Motszko, Jaime Weigel

Absent: Brienne Diebolt-Brown, Kathy Retzke

Staff: Stacey Lunsford, Sarah Hemm, Dianne Jaroch

2. Consent Agenda

- a. Approval of Minutes Approval of the minutes of the regular meeting on July 18, 2022*
- b. Acknowledgment of Receipt of Financial Reports*
- c. Acknowledgment of Payment of Invoices for July 2022*
- d. Acknowledgment of Receipt of Statistical Reports for July 2022*
- e. Acknowledgment of Receipt of Treasurer's Reports*

MSC Doug Anderson/Jaime Weigel to approve the Consent Agenda without the July meeting Minutes.

Ayes: Doug Anderson, Sallie Berndt, Alyssa Orlowski, Jennifer Motszko, Jaime Weigel

Nays: none

- Regarding the July 2022 Minutes:

- Correction: The August Board meeting and the Minutes submission were dated as 2021 instead of 2022.
- Clarification: Under the Photography, Filming, and Videography Policy discussion, "Staff and I" refers to Stacey and library staff. In the note where Kathy inquired

about signage, the “they” refers to library staff.

MSC Doug Anderson/Alyssa Orlowski to approve the July Minutes as amended.

Ayes: Doug Anderson, Sallie Berndt, Alyssa Orlowski, Jennifer Motszko, Jaime Weigel

Nays: none

3. Hearing of Citizen Comments

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

4. Old Business

4.I. Library Building Project

- Library Building Project Report from the July 27, 2022 meeting of the Library Expansion and Renovation Steering Committee meeting:
 - At this meeting, Jody Sweeney from the Sweeney Group shared participant’s feedback from the recent survey. Stacey noted that the participants’ feedback was very positive overall.
 - Staff was rated highly by everyone she talked to, which has been shared with the staff.
 - Participants would like to see the use of our children’s area compared to other libraries in the area. Stacey will be pulling data regarding this topic, including the number of full-time children’s librarians at each. It was noted that other libraries in our area have more than one full-time person working in the children’s area whereas we only have one, which limits the amount of children’s programming that can be offered.
 - Participants shared that they would also like to see more life-like renderings of the project. Stacey has already asked the architects about this and they should be done by the end of the week.
 - Cost was another area that was brought up; what is the estimated cost with increases due to inflation, etc.?
 - The committee is meeting with the architects tomorrow (August 16th) with the purpose of forming a Campaign Planning Committee. Stacey noted that this committee will include members of the public and will be working on upcoming action items. They will report on this at the September Board meeting.
 - Doug shared that Jody didn’t think the two upcoming referendums (school and EMS/Fire) would impact the library project.

4.1.i. Discussion and Possible Action on Funding Upcoming Expansion Project Costs

- Stacey reported that upcoming bills are coming due for the Sweeney Group and the architect's renderings; more money is needed to pay these.
- Discussion about withdrawing money from the Money Market accounts took place. It was noted that only a certain number of withdraws are allowed with this type of account.
- Discussion also ensued about the amount of money needed. Stacey shared that it is difficult to determine exact costs. The Sweeney Group has billed us twice so far this year, approximately \$12,000 each time. Doug suggested that we move \$50,000 to the Money Market Account, the Board agreed that this should be enough to cover upcoming bills.
- The Board would like Kathy to investigate how often we can move money from one account to the other to cover future costs and report back at the next meeting.

MSC Doug Anderson/Jennifer Motszko to direct Kathy to transfer \$50,000 from the American Deposit Management Company Account to the Money Market Account at First Citizens Bank.

Ayes: Doug Anderson, Sallie Berndt, Alyssa Orlowski, Jennifer Motszko, Jaime Weigel

Nays: none

5. New Business

5.I. Review and Approval of Revision to Trustee By-Laws

- This removes the language about the Common Council appointing alternates to the Library Board that was already addressed in the City ordinance.

MSC Jaime Weigel/Doug Anderson to approve the updated Trustee by-laws.

Ayes: Doug Anderson, Sallie Berndt, Alyssa Orlowski, Jennifer Motszko, Jaime Weigel

Nays: none

5.II. Review and Approval of Revision of The Marketing Committee Charter

- This includes the change in name from Marketing Committee Charter to Library Expansion and Renovation Steering Committee.
- It was suggested to change the wording "no fewer than" to "no more than" three members. Three is the maximum number of Board members that can attend Committee meetings, otherwise it will be a quorum.

MSC Alyssa Orlowski/Jennifer Motszko to approve the revised Marketing Committee Charter as amended.

Ayes: Doug Anderson, Sallie Berndt, Alyssa Orlowski, Jennifer Motszko, Jaime Weigel

Nays: none

5.III. Review of the 2nd Draft of The Photography, Filming and Videography Policy

- Last month's requested changes have been incorporated.

MSC Sallie Berndt/Doug Anderson to approve of the Photography, Filming and Videography Policy.

Ayes: Doug Anderson, Sallie Berndt, Alyssa Orlowski, Jennifer Motszko, Jaime Weigel

Nays: none

5.IV. Review of The Accessibility Study Report ~see attached

- Bridges Library System paid for us to get an accessibility report from Independence First, a Milwaukee-based organization committed to full inclusion for people with disabilities. The document has been shared with the team from StudioGC as some of the issues would be addressed in the expansion and renovation project.
- Stacey was happy to share that nothing was reported under Priority #4 (Additional Access).
- Some of the items noted in the report have been addressed already, work orders have been placed for others, and the remaining items will be updated with the renovation project.
- Jennifer inquired if some items, like the parking space or automatic door, should be updated sooner than the renovation. Since many of the changes require costs, Stacey felt that it didn't make sense to pay for a project to be done twice.
- Alyssa asked how often the accessibility evaluations take place. Stacey said that they never happen because it's so expensive, Bridges paid for the evaluation this time.
- Stacey has already shared the report with StudioGC. She will continue working on items that can be addressed sooner and will update the Board when updates are made.
- Discussion about Braille signage took place. Jennifer suggested using UW-W's Braille machine to temporarily fix the signage for the bathrooms, etc. She will inquire about the feasibility of this and report back to the Board.

5.V. Review and Discussion of Updated Expenditures to the 2023 Portion of The Biennial Budget ~see attached

- These numbers have been submitted to the Finance Department. Stacey has added some additional context for discussion purposes.
- Discussion took place about if it's worth continuing to subscribe for the NY Times considering its relative cost. The Board would like to continue offering the NY Times but understand it's quite expensive. Stacey will look into different subscription options and will report back to the Board.
- It was noted that the budget for Adult books is decreasing in next year's budget because less money is coming in.
- Stacey explained that the numbers in the budget aren't locked in place so if one category is underspent then that money can be used for expenses that fall under a different category.

6. Staff & Board Reports

6.I. Director's Report ~ see attached

- Stacey updated the Board about the CDA meeting that took place on July 18th, not the 28th as was noted. Cameron Clapper was supposed to follow up with Stacey about the City buying the library's rental properties but has left his position and failed to pass the information along to the interim City Managers so Stacey's not sure where the City stands on this issue. She is seeking direction from the Board.
- Stacey updated the Board on the condition of the properties: two of the houses are in good condition, one is in OK condition but with possible mold, and one is in very poor condition.
- Jennifer suggested giving the CDA until January to make a decision about purchasing the properties. If they don't make a decision by then, the houses should be put on the market at that time. The Board agreed that this timeline was reasonable.

6.II. Adult Services Report ~ see attached

- Dianne noted that the Webb's First Light program will be held on August 20, 1:00 pm with cake from the Sweet Spot.

6.III Youth Educational Services Report ~ see attached

- 55 people attended the end-of-summer pizza party that also included a scavenger hunt. Jaime shared that she appreciated the simplicity of this year's summer reading program.

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

- Doug asked about craft supply donations. Sarah shared that the Library still has adequate supplies but they can always use more craft paper.

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

- Trustee Training Week Sessions

- Will be held virtually at 12:00 pm daily the week of August 22nd, registration is open at www.wistrusteetraining.com.
 - Monday: Materials Challenges and Your Library from the Trustee Table (Jaime, Alyssa, Kathy?)
 - Tuesday: Here to Stay: Recruiting & Retaining Dedicated Library Workers (Jaime, Bri?)
 - Wednesday: Effective & Efficient Meetings: Parliamentary Procedure (Jennifer)
 - Thursday: Making Sense & Cents of a Library Building Project: The Library Trustee Role (Doug, Alyssa)
 - Friday: From Stories to Action: How to Talk about Your Budget to Activate Support and Secure Funding (Jennifer)

- Bridges Trustee Appreciation Event
 - This year's event will be held in-person on October 4th at Waukesha Public Library from 6:00 – 8:00 pm. The guest speaker will be Jim Bokern, President of the Manitowish Waters Historical Society. Invitations should be mailed out soon.

6.V.I Board Report

- No items were discussed.

7. Board Request for Future Agenda Items

- If the board has any questions they want to put to the community through the City's Polco online survey system, they will be collected at this time. Polco is a civic engagement, survey and polling platform.

Confirmation of the next meeting on September 19, 2022 at 6:30 p.m. Adjourned at 7:54 p.m.

Comments in the Chat Box:

- The link for the Trustee Training week was shared. Alyssa commented that she will attend the Monday and Thursday sessions.

Minutes respectfully submitted by Jaime Weigel on August 15, 2022

DIRECTOR'S REPORT

August 15, 2022

I. ADMINISTRATION

- a. Twelve work orders were submitted in July.
 - i. A cabinet was moved from the staff break room to the basement.
 - ii. A bookshelf was moved from the adult nonfiction area to storage.
 - iii. The staff entry door needed to be repaired twice.
 - iv. One patron laptop wouldn't stay on.
 - v. A lightbulb in the staff restroom needed to be replaced.
 - vi. One patron laptop wouldn't charge.
 - vii. The light fixture near the Youth Educational Services Librarian's office was buzzing.
 - viii. GoToMeeting software needed to be updated on my computer.
 - ix. An inventory of the library furniture in storage was requested. This has not been done yet.
 - x. Requested two items on the accessibility study be fixed: fixing the door pressure on the Community Room doors and getting the rugs replaced in the lobby. These have not been done yet.

II. BUDGET

- a. None.

III. PERSONNEL

- a. I started back full-time on Thursday, July 14.

IV. LIBRARY COLLECTION

- a. Weeding and some changes were discussed for the children's and YA areas.

V. PUBLIC AND COMMUNITY RELATIONS

- a. Deana and Sarah have been attending Concerts in the Park. I am back on the board of Whitewater Leads for two years.

VI. LIBRARY BOARD RELATIONS

- a. I provided a tour and orientation to new board member Sallie Berndt.

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

- a. I attended the Community Development Authority board meeting on July 28 in which the City acquiring the four properties on Center Street and Forest Avenue from the Library for future development were discussed. I will be at the CDA meeting on August 25 when the item is brought back to them for review and possible action.

VIII. PROFESSIONAL DEVELOPMENT

- a. None.

IX. STRATEGIC PLAN

- a. None.

Adult Services Report August 2022

Upcoming Programs:

NASA @ You Library: Webb's First Light, August 20, 1:00 p.m.

Report:

I helped a patron with a detailed reference question and emailed her the information. She sent this sweet email back letting me know how much she appreciated my assistance.

Monday, July 18

Dear Diane,

You are a wonderful person who does an outstanding job!! I will go through the list and knock on every door.

Thank you so much!

Collection Development:

The three wooden book carts we ordered for displaying the new nonfiction collection arrived. They are very attractive and fit nicely at the end of the nonfiction shelving units.

I continue to do monthly weeding in the various adult collections.

I created four book displays for the month of July.

I added two juvenile Binge Boxes to the collection.

Virtual Meetings/Webinars/Training Sessions Attended:

July 14: Staff meeting with Stacey and Sarah

July 20: Infosec training: Just the Facts: Multi-Factor Authentication

July 21: Staff meeting with Stacey and Sarah

July 22: Proctor exams

July 23: Proctor exams

July 27: Library Expansion and Renovation Committee Meeting

July 27: Staff meeting with Stacey, Deana, and Sarah

August 02: Information Gathering Meeting for City Manager Recruitment

Youth Educational Services Report August 2022

Upcoming Programs

August 9th: Movies in Spanish-Moana

August 12th: End of Summer Reading Pizza Party

August 17th: Storytime begins

August 19th: Homeschool Hangout

Summer Reading Program Final Registration and Completion Numbers

	Registration	Completion
Little Explorers (0-3)	29	10
Children (4-11)	150	80
Teen (12-18)	13	4
Total	192	94

Weekly Attendance

This is determined by the number of Brag Tags & Buttons we hand out. We do not count Week 1 because it is incorporated into the registration count.

	Brag Tags (4-11)	Buttons (12-18)
Week 2	67	6
Week 3	71	3
Week 4	74	6
Week 5	75	6
Week 6	55	6
Week 7	51	0

School Visit

On August 17th, Sarah and I will each be taking a shift at Lincoln Elementary to promote the library.

Meetings & Trainings

July 27th: Staff Meeting with Stacey, Diane, and Sarah.

August 1st: Meeting with Kellie Carper at the Chamber of Commerce to discuss the Story Walk for this year's Storytelling Festival.

Programming & Makerspace Librarian Report August 2022

Programs:

- 7/13: For Teens: Bristlebots (10)
- 7/14: Maker Club (15)
- 7/15: Crafternoon (6)
- 7/18: NASA Grab & Go Kit (36)
- 7/21: Maker Club (7)
- 7/22: Craft Supply Swap (4)
- Self-directed Turtle Craft (35)
- 8/11: Solar System Take & Make kits (36)

Upcoming Programs:

- Concerts in the Park outreach each Thursday through September 8
- 8/12: Crafternoon: Constellation Canvas
- 8/23: For Teens: Safety Pin Jewelry
- 8/29: Maker Club: Galaxy Slime
- 9/13: Family Game Night
- 9/14: How to Use the Libby App for Ebooks @ the Senior Center

Makerspace Use:

- 7/8: Craft supplies
- 7/9: Craft supplies
- 7/11: Craft supplies
- 7/11: Craft supplies
- 7/14: Stamps
- 7/14: Craft supplies
- 7/18: Cricut
- 7/18: Craft supplies
- 7/19: Cricut
- 7/21: Scanner
- 7/21: Cricut
- 7/21: Sewing Machine
- 7/21: Craft supplies
- 7/21: Craft supplies
- 7/25: Craft supplies
- 7/26: Turtle craft
- 7/29: Craft supplies
- 7/30: Craft supplies
- 7/30: Craft supplies
- 8/4: Craft supplies
- 8/5: Cricut
- 8/5: Beading kit
- 8/8: Craft supplies
- 8/10: Craft supplies
- 8/11: Craft supplies

Makerspace Training Appointments: 1.5 hours

Equipment & Technology: no changes

Donations:

- Vintage buttons from Romaine L. (patron)
- Leftover items from Craft Supply Swap

Other Updates:

- Assisted Deana with Hoop Dance Class
- A new teen volunteer, Rae, assisted me for 3 hours
- Filled in for Deana for movie night, storytime
- Summer Storytellers videos continues with a new video each week through August

Meetings:

- 7/12: Amelia P.
- 7/13: Megan Matthews, Whitewater Arts Alliance
- 7/14: Stacey and Diane
- 7/21: Stacey and Diane
- 7/25: WLA Intellectual Freedom SIG
- 7/26: ALSC Programs & Services Recognition Committee
- 7/27: Stacey, Diane and Deana

Professional Development:

- *Makers in the Library* webinar series (via Infopeople)
 - *Listen and Discover: Connecting with Community*
 - *Brainstorm & Prototype: Out of the Box Thinking & Testing Ideas*
 - *Implementation: The Nitty Gritty of Planning & Preparing Creative Maker Experiences*
 - *Reflect & Refine: Using Evaluation to Strengthen Programs*
 - *Amplify & Grow: Marketing, Fundraising and Professional Growth*



Jefferson County Finance Department

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Marc A. DeVries, CPA
Finance Director

Cindy Diestelmann
Jayne Hintzmann
Donna Miller
Tamara L. Worzalla, CPA

September 15, 2022

Municipal Libraries in Jefferson County:

This letter is a reminder to all municipal libraries in Jefferson County that your village or city must tax and appropriate a minimum amount to your library fund for 2023 expenditures in order to qualify for an exemption from the Jefferson County library tax. I have enclosed a spreadsheet that lists the **MINIMUM APPROPRIATION** for each of you to qualify for this exemption. *Note that if your municipality is situated in two counties, you must also coordinate this calculation with that other county.*

I have also summarized below how this calculation is made:

From Wisconsin Statutes 43.64

1. Divide the amount of tax levied by the county for public library service in the prior year by the equalized valuation of property in that area of the county that was subject to the county property tax levy for public library services in the prior year.
2. Multiply the amount determined above by the equalized valuation of property in the city, village, town, or school district for the current year.

Your municipal governing body must also pass a resolution annually requesting an exemption from the county library tax. Section 43.64 of the Wisconsin Statutes requires this procedure to avoid double taxation of your municipality for library purposes.

The County Clerk's office calculates the tax assessment in the middle of November. Please have your resolution acted upon and mailed to arrive by November 1st. If it is not on file when the tax assessment is calculated, your municipality will be taxed as required by Wisconsin Statutes.

An electronic copy of the sample resolution is attached.

If you have any problems or questions concerning this issue, please feel free to contact me at 920-674-7142.

Sincerely,

Marc A. DeVries, CPA
Finance Director
Jefferson County

Jefferson County Library Exemption Minimum

Prior year rate for Library Levy = 0.000280093 (2023 Budget Year)
(2021 equalized value, 2022 budget)

	<u>2022 EQUALIZED VALUE</u>		<u>MINIMUM TO EXEMPT 2023</u>
Village of Cambridge**	8,315,900	\$	2,329
Village of Johnson Creek	513,648,100	\$	143,869
Village of Palmyra	147,915,000	\$	41,430
City of Fort Atkinson	1,180,066,400	\$	330,528
City of Jefferson	702,009,200	\$	196,628
City of Lake Mills	739,399,600	\$	207,100
City of Waterloo	305,362,800	\$	85,530
City of Watertown **	1,205,521,700	\$	337,658
City of Whitewater **	105,020,400	\$	29,415
	<u>4,907,259,100</u>		

** These municipalities have residents in multiple Counties, therefore there are additional aggregate full values that need to be added to their municipal values to determine their needed appropriations. Equalized values are TID out.

Values are TID out

Resolution Requesting Exemption from County Library Tax

WHEREAS the Jefferson County Board has established a county library service and levies a county library tax as authorized under Section 43.57 (3) of the Wisconsin Statutes, and

WHEREAS Section 43.64 (2) (b) of the Wisconsin Statutes provides that a village or city is exempt from the county library tax if it levies a tax for public library service and appropriates and expends for a library fund as defined by s.43.52 (1) during the year for which the county tax levy is made a sum at least equal to the county library tax rate in the prior year multiplied by the equalized valuation of the property in the city or village for the current year, and

WHEREAS the (city/village) of _____ will, in 2023, appropriate and expend an amount in excess of that calculated above,

NOW THEREFORE BE IT RESOLVED that the (city/village) of _____ hereby requests of the Jefferson County Board of Supervisors that the (city/village) of _____ be exempted from the payment of any tax for the support of the County Library Service as provided in Section 43.64 (2).

BE IT FURTHER RESOLVED that copies of this resolution be forwarded by the city/village clerk to the following parties:

ADMINISTRATOR
Jefferson County Library Council
Dwight Foster Public Library
209 Merchants Avenue
Fort Atkinson, WI 53538

COUNTY CLERK
320 S. Main Street, Room 109
Jefferson, WI 53549

Fiscal Note:

Estimated Municipal 2023 Library Appropriation \$_____

Date Passed:_____

Vote: _____

Authorized Signature

Title of Person Signing



Common Council Agenda Item

Meeting Date: October 4, 2022

Agenda Item: 2022 Salary Resolution Amendment #1

Staff Contact (name, email, phone): Judy Atkinson, jatkinson@whitewater-wi.gov, 262-473-0150

BACKGROUND

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

Annually, the Common Council establishes wage ranges that are approved for staff compensation by means of a Salary Resolution. This resolution requires periodic updates, based on changes in staffing plans and conclusion of contract negotiations.

The following amendments to the 2022 Salary Resolution have been identified and have been approved by the Finance Committee on September 27, 2022:

1. Additions of the Fire and EMS Department positions and pay rates.
2. Adjustment to the Accountant position, as a result of Benchmarking and as it relates to recruitment and retention (filling position vacated by Jeremiah Thomas, Accountant.)
3. Adjustment to the IT Administrator position, formerly IT Director, as a result of Benchmarking and as it relates to the actual duties of the position, as well as it relates to recruitment and retention (filling position vacated by Tim Nobling, IT Director.)

No change to total staffing levels is planned.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

12/7/2021: Common Council approved the 2022 Salary Resolution

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

After hearing feedback from the Finance Committee, Staff moves to recommend making the updates to the 2022 Salary Resolution, Amendment 1, to only include above items. Further evaluation must be completed for all positions prior to making additional modifications to the Salary Resolution.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

2022 Salary Resolution Amendment #1

City of Whitewater
2022 Salary Resolution Amendment #1

WHEREAS, the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, set forth the wage and salary schedule in which wages are established for employees during 2022

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, that the following ranges and numbers of employees in the 2022 Wage and Salary Schedule are hereby adopted pursuant to Wisconsin Statutes: and

BE IT FURTHER RESOLVED that the contents of this resolution shall supersede such previously adopted schedules where the subject matter between the two shall be in conflict, and the changes contained herein shall be effective beginning January 1, 2022:

Position	Department	Grade	FLSA Status	Minimum Hourly	Maximum Hourly	Minimum Annual	Maximum Annual
Accountant	Finance and Administrative Services	I	Non-Exempt	\$22.97	\$34.43		
Accounting Technician II	Finance and Administrative Services	F	Non-Exempt	\$17.36	\$22.38		
Activity Instructors	Parks and Recreation	B	Non-Exempt	\$8.01	\$11.36		
Activity Leaders / Lifeguards & WSI Aide	Parks and Recreation	B	Non-Exempt	\$9.25	\$12.64		
Administrative Assistant I - Utilities	Department of Public Works	F	Non-Exempt	\$17.36	\$22.38		
Administrative Assistant I- Neighborhood Services	Neighborhood Services	F	Non-Exempt	\$17.36	\$22.38		
Administrative Assistant I - Records Technician	Police	F	Non-Exempt	\$17.36	\$22.38		
AEMT-Respond from Station	Fire and EMS		Non-Exempt	\$19.00	\$19.00		
AEMT-Respond from Home	Fire and EMS		Non-Exempt	\$16.00	\$16.00		
Aquatic Coordinator	Parks and Recreation	F	Exempt			\$34,964.80	\$46,559.27
Basic EMT-Transport/Respond from Station	Fire and EMS		Non-Exempt	\$18.00	\$18.00		
Basic EMT-Transport/Respond from Home	Fire and EMS		Non-Exempt	\$16.00	\$16.00		
WAFC Manager	Parks and Recreation	H	Exempt			\$46,522.77	\$59,987.76
Assistant Library Director	Library	I	Exempt			\$50,159.16	\$64,674.68
Athletic Program Coordinator	Parks and Recreation	F	Exempt			\$34,964.80	\$46,559.27
Facility Maintenance I	Parks and Recreation	H	Non-Exempt	\$23.77	\$28.84		
Facility Maintenance II	Parks and Recreation	F	Non-Exempt	\$18.98	\$24.01		
Captain	Fire and EMS		Non-Exempt	\$15.80	\$15.80		
Captain	Police	O	Exempt			\$87,091.18	\$94,079.94
Administrative Assistant I-CDA	Administration	F	Non-Exempt	\$17.36	\$22.38		
Certified Instructors	Parks and Recreation	E	Non-Exempt	\$15.50	\$21.99		
Chief	Fire and EMS		Non-Exempt	\$24.55	\$24.55		
Chief Election Inspectors	Administration	C	Non-Exempt	\$12.00	\$12.57		
City Clerk	Administration	I	Exempt			\$50,159.16	\$64,674.68
Clerk of Court (Part-time)	Administration	F	Non-Exempt	\$17.36	\$22.38		
Communications Coordinator	Police	H	Non-Exempt	\$21.04	\$28.88		
Community Service Officer	Police	C	Non-Exempt	\$11.10	\$16.49		
Comptroller	Finance and Administrative Services	K	Exempt			\$57,431.69	\$74,053.19
Customer Service Specialist	Library	D	Non-Exempt	\$14.05	\$18.13		
Administrative Assistant I-Deputy Clerk	Administration	F	Non-Exempt	\$17.36	\$22.38		
Deputy Chief	Police	O	Exempt			\$90,908.96	\$99,994.39
Desk Staff	Parks and Recreation	C	Non-Exempt	\$10.00	\$16.49		
Desk Staff Lead	Parks and Recreation	D	Non-Exempt	\$15.00	\$18.59		
Detective Lieutenant	Police	M	Non-Exempt	\$38.17	\$38.17		
Detective	Police	L	Non-Exempt	\$35.71	\$35.71		
Director of Public Works/City Engineer	Administration	O				\$79,898.31	\$102,342.68
Dispatcher / Records Communications Aide II	Police	F	Non-Exempt	\$18.21	\$22.22		
Dispatcher / Records Communications Aide I	Police	G	Non-Exempt	\$19.13	\$26.25		
Economic Development Director	Administration	K	Exempt			\$54,671.41	\$83,428.46
Election Inspectors	Administration	B	Non-Exempt	\$10.00	\$10.47		
EMS Transport Driver/Trainee	Fire and EMS		Non-Exempt	\$7.25	\$7.25		
Engineering Technician	DPW	H	Non-Exempt	\$23.77	\$28.84		
Executive Assistant	Administration	F	Non-Exempt	\$17.36	\$23.01		
Fire Standby Nights-FF	Fire and EMS		Non-Exempt	\$5.00	\$5.00		
Fire Standby Weekends-FF	Fire and EMS		Non-Exempt	\$14.00	\$14.00		
Fire Standby Nights-MPO	Fire and EMS		Non-Exempt	\$15.00	\$15.00		
Fire Standby Nights-Officer	Fire and EMS		Non-Exempt	\$5.00	\$5.00		
Fire Standby Weekends-Officer	Fire and EMS		Non-Exempt	\$16.00	\$16.00		
Foreman (Lead)	DPW	J	Non-Exempt	\$27.11	\$33.04		
Finance and Administrative Services Director	Finance and Administrative Services	R				\$79,898.31	\$102,342.68
Fire Fighter	Fire and EMS		Non-Exempt	\$13.65			
Fire Inspector / Code Enforcement Officer	Neighborhood Services	D	Non-Exempt	\$14.05	\$18.13		
Assistant Chief	Fire and EMS		Non-Exempt	\$20.15			
GIS Analyst	Neighborhood Services	F	Non-Exempt	\$18.86	\$24.33		
Head Lifeguard	Parks and Recreation	D	Non-Exempt	\$12.40	\$16.49		
Human Resources Manager	Administration	K	Exempt			\$52,732.58	\$72,342.96

City of Whitewater
2022 Salary Resolution Amendment #1

Position	Department	Grade	FLSA Status	Minimum Hourly	Maximum Hourly	Minimum Annual	Maximum Annual
IT Administrator	Finance and Administrative Services	M	Exempt			\$67,983.85	\$91,978.15
Lab Assistant	Wastewater	B	Non-Exempt	\$10.54	\$12.78		
Laborer I	Streets/Parks/Forestry	H	Non-Exempt	\$23.77	\$28.84		
Laborer II	Streets/Parks/Forestry	F	Non-Exempt	\$18.98	\$24.01		
Lead Operator	Wastewater/Water	J	Non-Exempt	\$27.11	\$33.04		
Library Director	Library	L	Exempt			\$64,701.53	\$83,428.46
Lieutenant	Fire and EMS		Non-Exempt	\$15.10			
Lieutenant	Police	M	Non-Exempt	\$38.17	\$38.17		
Laborer I - Mechanic	Streets/Parks/Forestry	H	Non-Exempt	\$23.77	\$28.84		
Media Coordinator	Public Relations and Communications	D	Non-Exempt	\$14.05	\$18.13		
Media Producer	Public Relations and Communications	C	Non-Exempt	\$10.33	\$16.49		
Neighborhood Services Director	Neighborhood Services	L	Exempt			\$62,989.24	\$85,221.47
Neighborhood Services Officer	Neighborhood Services	C	Non-Exempt	\$11.10	\$16.49		
Outreach Services Specialist	Library	E	Non-Exempt	\$15.96	\$20.59		
Parks & Recreation Director	Parks and Recreation	L	Exempt			\$64,701.53	\$83,428.46
Patrol Officer	Police	K	Non-Exempt	\$29.08	\$34.12		
Patrol Officer In Training	Police	G	Non-Exempt	\$21.74	\$21.74		
POP(Paid on Premise) AEMT	Fire and EMS		Non-Exempt	\$22.00	\$22.00		
POP(Paid on Premise) EMT-B	Fire and EMS		Non-Exempt	\$20.00	\$20.00		
POP(Paid on Premise) EMT-B/FF	Fire and EMS		Non-Exempt	\$20.00	\$20.00		
Program Attendants	Parks and Recreation	A	Non-Exempt	\$7.49	\$9.30		
Programming and Makerspace Librarian	Library	E	Non-Exempt	\$15.96	\$20.59		
Public Relations / Communications Manager	Finance and Administrative Services	H	Exempt			\$46,522.77	\$59,987.76
Recreation & Community Events Manager	Parks and Recreation	H	Exempt			\$46,522.77	\$59,987.76
Rental Attendant ³	Parks and Recreation	H	Non-Exempt	\$25.00	\$25.00		
School Resource Officer (SRO)	Police	L	Non-Exempt	\$35.71	\$35.71		
Seasonal Laborer	Streets/Parks/Forestry	C	Non-Exempt	\$10.33	\$16.04		
Second Truck AEMT	Fire and EMS		Non-Exempt	\$14.00	\$14.00		
Second Truck EMT-B	Fire and EMS		Non-Exempt	\$14.00	\$14.00		
Second Truck FF/EMT	Fire and EMS		Non-Exempt	\$15.00	\$15.00		
Adult Program Coordinator	Parks and Recreation	F	Exempt			\$36,741.74	\$45,713.26
Sports Officials ³	Parks and Recreation	G	Non-Exempt	\$20.00	\$25.00		
Streets, Parks & Forestry Superintendent	Streets/Parks/Forestry	L	Exempt			\$64,701.53	\$83,428.46
Support Services Manager	Police	J	Exempt			\$52,324.55	\$70,792.52
Technical Services Specialist	Library	E	Non-Exempt	\$15.96	\$20.59		
Tournament Manager	Parks and Recreation	D	Non-Exempt	\$14.05	\$18.13		
Vacant Grade		N	Exempt			\$71,974.34	\$92,806.94
Vacant Grade		N	Exempt			\$75,733.00	\$97,007.28
Vacant Grade		O	Exempt			\$84,292.72	\$107,971.52
Wastewater Specialist II	Wastewater	F	Non-Exempt	\$18.98	\$24.01		
Wastewater Specialist I	Wastewater	H	Non-Exempt	\$23.77	\$28.84		
Wastewater Operator / Lab Technician	Wastewater	I	Non-Exempt	\$23.77	\$30.59		
Wastewater Plant Superintendent	Wastewater	L	Exempt			\$64,701.53	\$83,428.46
Water Laborer II	Water	F	Non-Exempt	\$18.98	\$24.01		
Water Laborer I	Water	H	Non-Exempt	\$23.77	\$28.84		
Water Operator	Water	I	Non-Exempt	\$23.77	\$30.59		
Water Superintendent	Water	L	Exempt			\$64,701.53	\$83,428.46
WIAA Sports Officials ³	Parks and Recreation	P	Non-Exempt	\$35.00	\$65.00		
Youth Educational Services Librarian	Library	G	Exempt			\$41,533.21	\$53,552.96

¹ Annual Minimum and Maximum are estimated based on a full time schedule of 2080 hours. These amounts do not reflect a guaranteed annual sum for hourly employees.

² Benefit eligible staff hired prior to 11/20/2017 will be guaranteed a minimum wage adjustment based upon the schedule published in the 2017 Salary Resolution, All wage adjustments are

³ Paid per game/event

Resolution introduced by Councilmember, _____

AYES: _____

NOES: _____

ABSENT: _____

ADOPTED: _____

Signatures:

City Manager

Michele R Smith, City Clerk

RESOLUTION AUTHORIZING THE PURCHASE OF REAL ESTATE

WHEREAS, the City of Whitewater needs to acquire the real estate described in the attached Exhibits A and B for the purpose of improving the lot configuration and real estate description of land owned by the City of Whitewater, and

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

NOW, THEREFORE, BE IT RESOLVED that the Interim City Manager and City Clerk are authorized to sign any and all documents necessary to purchase the property described in the attached exhibits for the purchase price of Ten Thousand Dollars (\$10,000).

Resolution introduced by Councilmember _____,
Who moved its adoption. Seconded by Councilmember _____.

AYES:

NOES:

John Weidl, Interim City Manager

ABSENT:

Michele Smith, City Clerk

ADOPTED:

EXHIBIT "A"

Legal Description

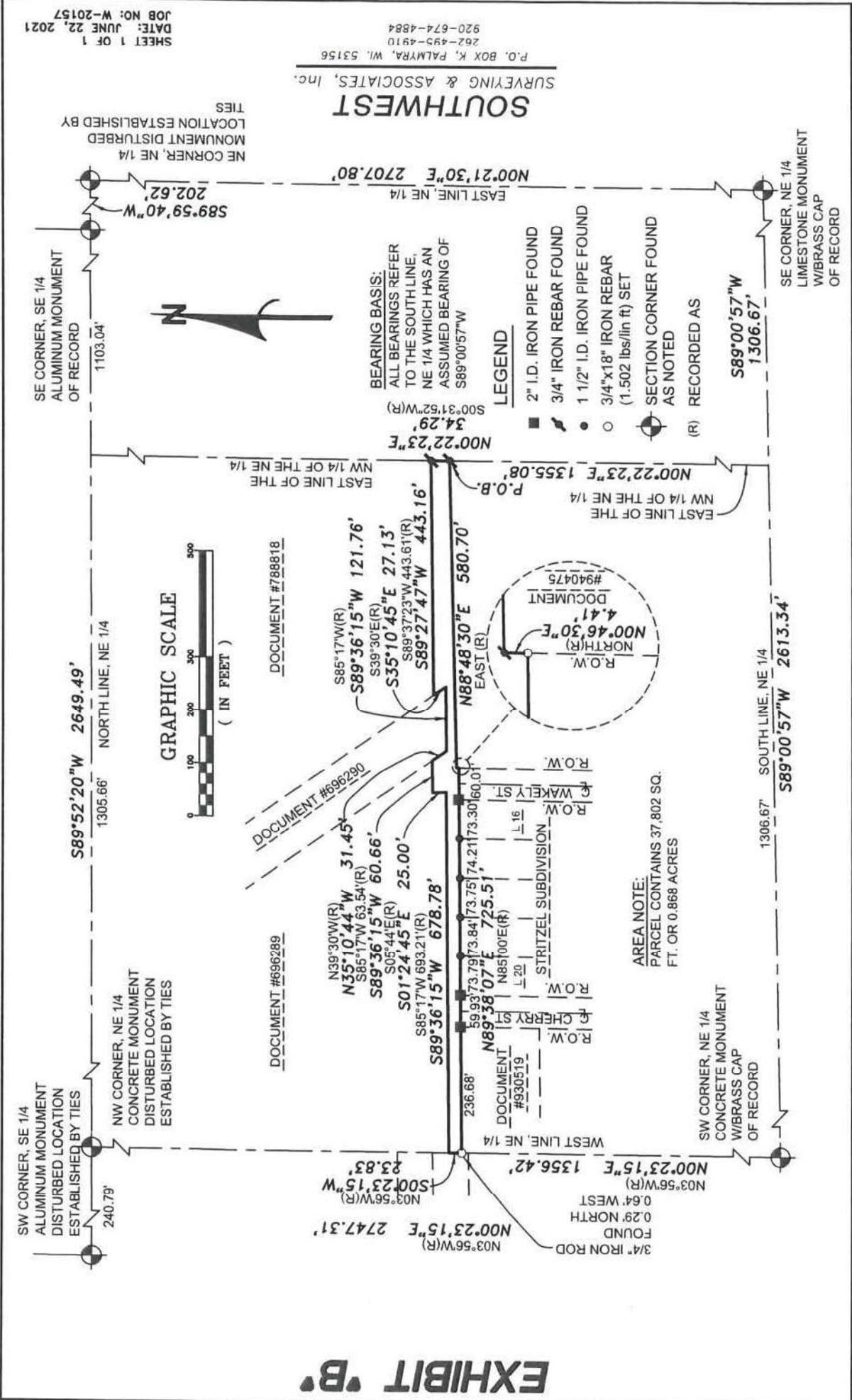
Being a part of the Fractional NW 1/4 of the NE 1/4 of Section 4, T4N, R15E, City of Whitewater, Walworth County, Wisconsin, bounded and described as follows:

Commencing at the Limestone Monument with Brass Cap that marks the Southeast corner of said NE 1/4; Thence S89°00'57"W, a distance of 1306.67 feet, to the East line of the SW 1/4 of said NE 1/4; Thence N00°22'23"E, along said East line and the East line of the NW 1/4 of said NE 1/4, a distance of 1355.08 feet, to a Found 3/4" Rebar that marks North line of lands described in Document No.940475 as recorded in the Walworth County Register of Deeds Office and the POINT OF BEGINNING of the lands to be described; Thence continue N00°22'23"E, along said East line, a distance of 34.29 feet, to a Found 3/4" Rebar that marks the Southeast corner lands described in Document No. 788818; Thence S89°27'47"W, along the South line of said Document No. 788818, a distance of 443.16 feet, to the Easterly line of lands described in Document No. 696290; Thence S35°10'45"E, along said Easterly line, a distance of 27.13 feet, to the South line of said Document No. 696290; Thence S89°36'15"W, along said South line, a distance of 121.76 feet, to the Westerly line of said Document No. 696290; Thence N35°10'44"W, along said Westerly line, a distance of 31.45 feet, to the Southerly line of lands described in Document No. 696289; Thence S89°36'15"W, along said Southerly line, a distance of 60.66 feet, to an angle point; Thence S01°24'45"E, along said Southerly line, a distance of 25.00 feet, to an angle point; Thence S89°36'15"W, along said Southerly line, a distance of 678.78 feet to the West line of said NE 1/4; Thence S00°23'15"W, along said West line, a distance of 23.83 feet, to the Northwest corner of lands described in Document No. 930519, and to a Set 3/4" x18" Iron Rebar (1.502 lbs/lin ft)(Set 3/4" Rebar); Thence N89°38'07"E, along the North line of said Document No. 930519 and the North line of Stritzel Subdivision and said lines extended, a distance of 725.51 feet, to the Easterly line of Right of Way (R.O.W.) line of Wakely Street and to a Set 3/4" Rebar; Thence N00°46'30"E, along the Westerly line of said Document No. 940475, a distance of 4.41 feet, to a Found 3/4" Rebar that marks the North line of said Document No. 940475; Thence N88°48'30"E, along said North line, a distance of 580.70 feet, to the POINT OF BEGINNING containing 37,802 Square Feet, or 0.868 Acres of land, more or less. Exhibit "B" is attached and incorporated into this description.

The intent of this description is for transfer of ownership between adjacent parcels and is not intended to create a separate parcel of land.

Subject to all rights, reservations, restrictive covenants, and easements recorded or unrecorded.

EXHIBIT 'B'



P.O. BOX K, PALMYRA, WI, 53156
 262-493-4910
 920-674-4884
 SURVEYING & ASSOCIATES, Inc.

SOUTHWEST

MONUMENT DISTURBED BY TIES
 NE CORNER, NE 1/4
 202.62'
 S89°59'40"W

SHEET 1 OF 1
 DATE: JUNE 22, 2021
 JOB NO: W-20157

WB-13 VACANT LAND OFFER TO PURCHASE

THE ATTORNEY

ATTORNEY

1 LICENSEE DRAFTING THIS OFFER ON September 22, 2022 [DATE] IS (AGENT OF BUYER)

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

3 The Buyer, the City of Whitewater, a municipal corporation located in Walworth and Jefferson Counties, Wisconsin

4 offers to purchase the Property known as See attached description.

5
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 Ten Thousand

Dollars (\$ 10,000)

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

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

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

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

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

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

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 On or before September 28, 2022

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 October 17, 2022

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

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

44 **EARNEST MONEY**

45 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

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

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

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____)

50 _____) **STRIKE THOSE NOT APPLICABLE**
51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

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

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

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

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

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

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

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

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated No Property Condition Report 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 the property is being sold "as is"

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

- 178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

182 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry>.

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datop.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 _____ 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: Residential purposes.

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

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

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

266 **ALL THAT APPLY:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding
267 tank; other: _____

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

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

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

277 electricity _____; gas _____; sewer _____;

278 water _____; telephone _____; cable _____;

279 other _____

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

282 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** rezoning; conditional use permit;
284 variance; other _____ for the Property for its proposed use described at lines 251-255.

285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
 356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
 357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
 358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
 359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
 360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
 361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
 362 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

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

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

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

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

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

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

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

381 (1) signed by Buyer; or,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

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

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

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

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

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

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

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

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

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

446 (2) Written waiver of _____
447 _____ (name other contingencies, if any), and

448 (3) Any of the following checked below:

449 Proof of bridge loan financing.

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

452 Other: _____

453

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

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

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

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

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

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

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

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

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

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

478 _____

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

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

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

488 **TITLE EVIDENCE**

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

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

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

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

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

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

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

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

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

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

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

539 **DEFINITIONS**

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

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

545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** This sale is contingent upon approval by the City of Whitewater Common Council
651 by October 6, 2022. Buyer shall purchase title insurance at its option. Buyer shall pay title insurance charges. Buyer shall have 5 days prior to closing
652 to object to the title and declare the offer null and void.

653 _____
654 _____
655 _____
656 _____
657 _____
658 _____
659 _____
660 _____
661 _____
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: Attorney David Westrick

671 Name of Buyer's recipient for delivery, if any: Attorney Wallace McDonell

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: drw@rogerswestricklawoffice.com

683 Email Address for Buyer: wkm@hmatlys.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 _____ is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] Attorney Jonathan K. McDonell, 452 W. Main St., PO Box 59, Whitewater, WI 53190

688 _____
689 (X) Wallace K. McDonell 9-22-22
690 Buyer's Signature ▲ Print Name Here ► Wallace K. McDonell, City Attorney for Buyer 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) Roger J. Kutz Roger J. Kutz 9/28/2022
698 Seller's Signature ▲ Print Name Here ► Date ▲

699 (X) Christine M. Kutz Christine M. Kutz 9/28/2022
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 ▲

EXHIBIT "A"

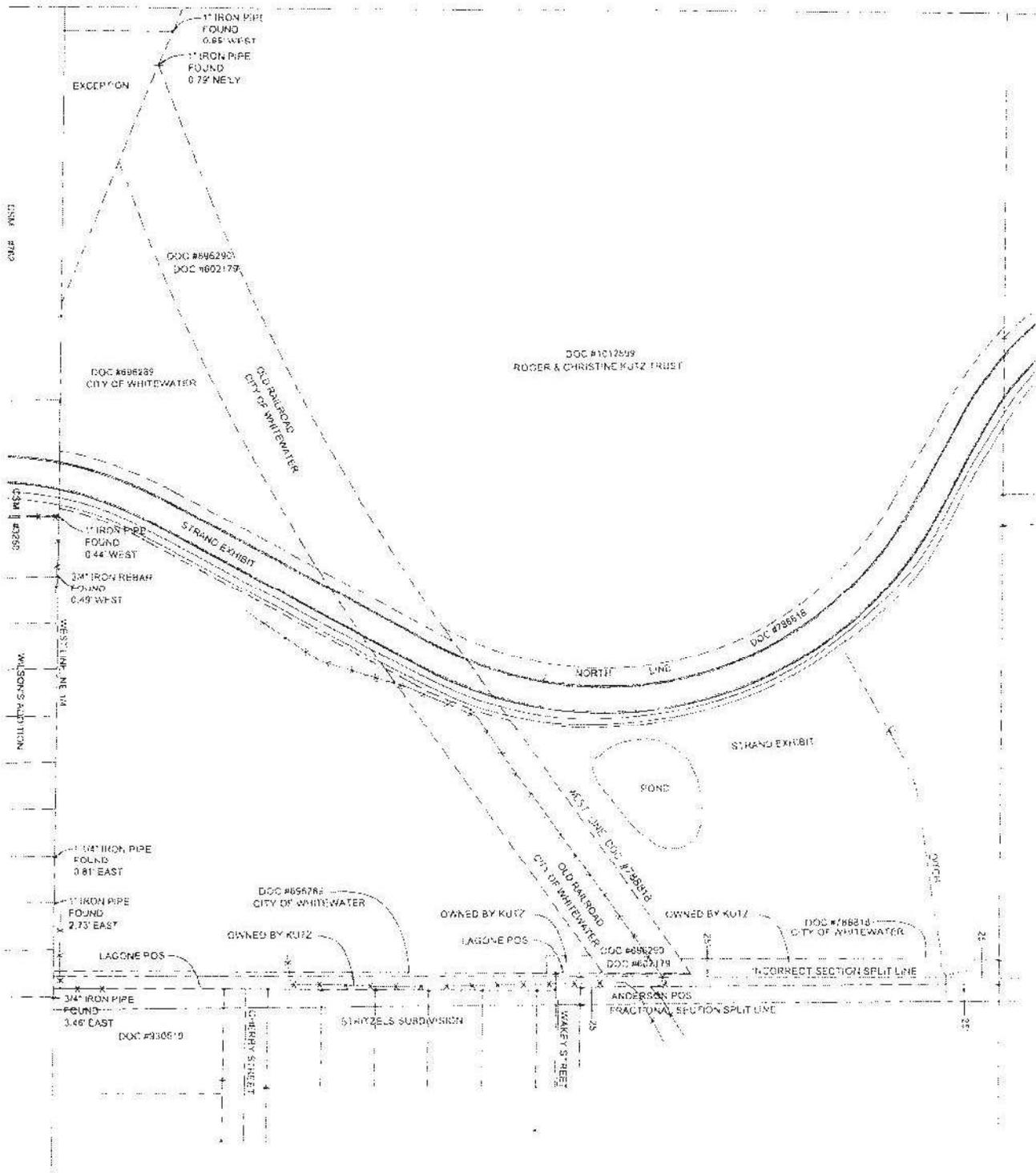
Legal Description

Being a part of the Fractional NW 1/4 of the NE 1/4 of Section 4, T4N, R15E, City of Whitewater, Walworth County, Wisconsin, bounded and described as follows:

Commencing at the Limestone Monument with Brass Cap that marks the Southeast corner of said NE 1/4; Thence S89°00'57"W, a distance of 1306.67 feet, to the East line of the SW 1/4 of said NE 1/4; Thence N00°22'23"E, along said East line and the East line of the NW 1/4 of said NE 1/4, a distance of 1355.08 feet, to a Found 3/4" Rebar that marks North line of lands described in Document No.940475 as recorded in the Walworth County Register of Deeds Office and the POINT OF BEGINNING of the lands to be described; Thence continue N00°22'23"E, along said East line, a distance of 34.29 feet, to a Found 3/4" Rebar that marks the Southeast corner lands described in Document No. 788818; Thence S89°27'47"W, along the South line of said Document No. 788818, a distance of 443.16 feet, to the Easterly line of lands described in Document No. 696290; Thence S35°10'45"E, along said Easterly line, a distance of 27.13 feet, to the South line of said Document No. 696290; Thence S89°36'15"W, along said South line, a distance of 121.76 feet, to the Westerly line of said Document No. 696290; Thence N35°10'44"W, along said Westerly line, a distance of 31.45 feet, to the Southerly line of lands described in Document No. 696289; Thence S89°36'15"W, along said Southerly line, a distance of 60.66 feet, to an angle point; Thence S01°24'45"E, along said Southerly line, a distance of 25.00 feet, to an angle point; Thence S89°36'15"W, along said Southerly line, a distance of 678.78 feet to the West line of said NE 1/4; Thence S00°23'15"W, along said West line, a distance of 23.83 feet, to the Northwest corner of lands described in Document No. 930519, and to a Set 3/4" x18" Iron Rebar (1.502 lbs/lin ft)(Set 3/4" Rebar); Thence N89°38'07"E, along the North line of said Document No. 930519 and the North line of Stritzel Subdivision and said lines extended, a distance of 725.51 feet, to the Easterly line of Right of Way (R.O.W.) line of Wakely Street and to a Set 3/4" Rebar; Thence N00°46'30"E, along the Westerly line of said Document No. 940475, a distance of 4.41 feet, to a Found 3/4" Rebar that marks the North line of said Document No. 940475; Thence N88°48'30"E, along said North line, a distance of 580.70 feet, to the POINT OF BEGINNING containing 37,802 Square Feet, or 0.868 Acres of land, more or less. Exhibit "B" is attached and incorporated into this description.

The intent of this description is for transfer of ownership between adjacent parcels and is not intended to create a separate parcel of land.

Subject to all rights, reservations, restrictive covenants, and easements recorded or unrecorded.





Common Council Agenda Item

Meeting Date:	Oct. 4, 2022
Agenda Item:	O-1: An Ordinance Creating Chapter 19.19 R-1S – One Family Residence District – Small Lots.
Staff Contact (name, email, phone):	Chris Bennett – cbennett@whitewater-wi.gov – (262) 473-0143

BACKGROUND

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

A recommendation in Whitewater’s 2022 housing study is for the city to pursue building homes on smaller lots. The proposed ordinance creates a new zoning category – R1-S – which facilitates that recommendation. If the Plan & Architectural Review Commission recommends that the Common Council adopt this new ordinance subdivision with lot sizes at a minimum of 6,000 square feet, along with additional decreases in size explained in the ordinance, will be allowed.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The PARC reviewed and discussed the idea of an ordinance allowing for smaller lots at its June and July meetings. At its September meeting the PARC unanimously recommended adoption of the proposed ordinance, pending discussion of front porches and wireless communication facilities.

The concern over porches centers on owners potentially enclosing the porch and using it as another bedroom. A memo addresses the concern.

The concern over wireless communication facilities centers on their inclusion in the new zoning district. A memo addresses the concern.

The ordinance had its first reading at the Sept. 20, 2022 council meeting.

FINANCIAL IMPACT

(If none, state N/A)

To the city – N/A.

STAFF RECOMMENDATION

Staff advises the Common Council to adopt the ordinance following the second reading.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

-
1. Ordinance amendment
 2. Example illustration
 3. Memo – porches
 4. Memo - wireless
 5. Please note: A copy of the City of Whitewater’s 2022 housing report was emailed to the members of the PARC prior to its Sept. 12 meeting. Should anyone wish to review the document an electronic copy is available at <https://www.whitewater-wi.gov/462/Comprehensive-Plans-Studies>. Click on “2022 Housing Study” at the bottom of the page.
-

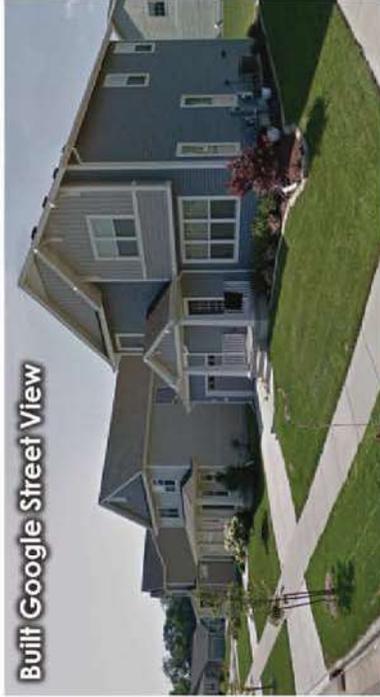
Whitewater, Wisconsin

Single Family Residential Small Lot – R1-S

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



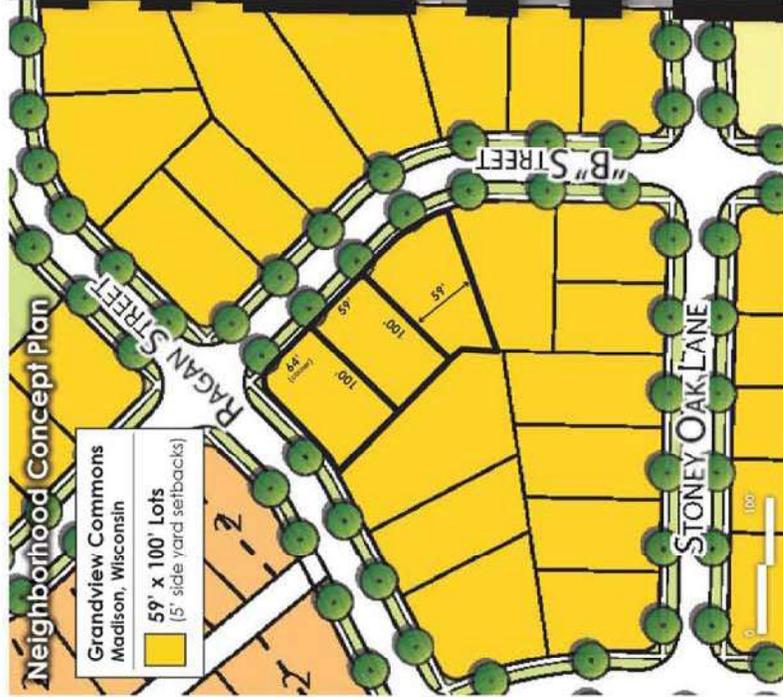
Created: 9.1.22
 VANDEWALLE &
 ASSOCIATES
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Built Google Street View

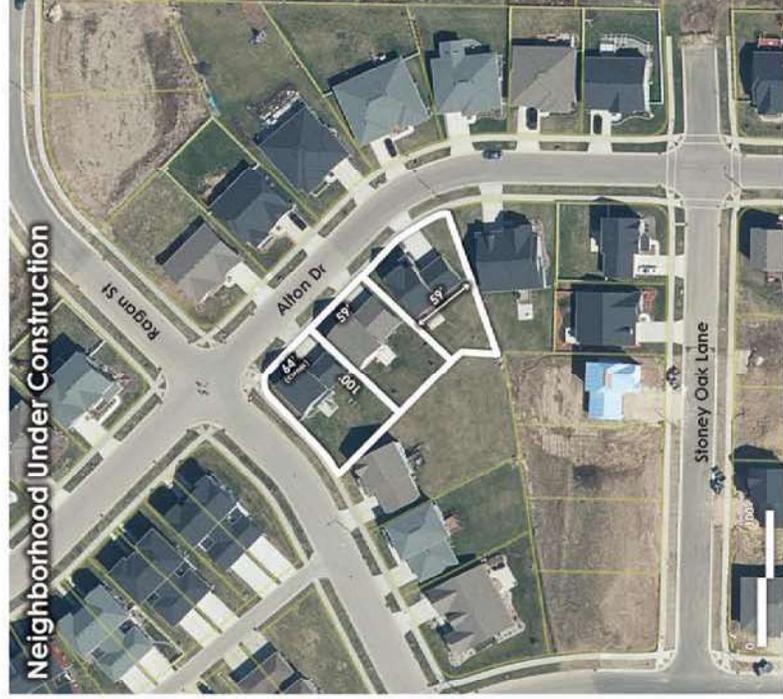


Built Google 3D View



Neighborhood Concept Plan

Grandview Commons
 Madison, Wisconsin
 59' x 100' Lots
 (5' side yard setbacks)



Neighborhood Under Construction

MEMO

DATE: September 20, 2022

TO: Common Council

FROM: Chris Bennett

RE: Porches and wireless

The following pertains to agenda item O-1: An Ordinance Creating Chapter 19.19 R-1S – One Family Residence District – Small Lots.

The Planning & Architectural Review Commission considered an ordinance to create Chapter 19.19 R-1S – One Family Residence District – Small Lots at its September 12 meeting.

The PARC unanimously recommended the Common Council adopt the proposed ordinance, pending consideration of concerns related to porches and wireless communication facilities.

Porches

Porches are addressed in 19.19.060 - Yard requirements/setbacks. Point F. states the minimum porch setback is 12 feet at the front and side yard.

There is concern a property owner might enclose a front porch and use it as another room, which will alter the character of the neighborhood and allow greater chance for overoccupancy. The R1-S occupancy limit is three unrelated persons.

Sonja Kruesel, our Planning Consultant with Vandewalle & Associates, recommends the following options –

Option 1: Unenclosed Porch

- Porch encroachments are allowed as an open enclosure, defined as a structure attached to the front of the house which may or may not have a roof supported by columns. The porch shall be unenclosed, with no walls or screen walls. A railing to meet minimum building code requirements is permitted.
- Reasons:
 - An open porch allows people to interact with the public realm creating a sense of community and “eyes on the street”
 - An open porch aesthetically avoids bringing the bulk of the house closer to the street and instead acts as an encroachment or architectural feature on the front of the house.
 - Commonly accepted zoning interpretation of porch means “unenclosed”.

Option 2: Enclosed Porch

- A porch may be enclosed by walls with at least 60% transparency on each porch façade. A transparent façade may include screened walls but not glass or walls enclosed by siding or other exterior architectural cladding material. In no case shall a screen porch be used as a bedroom.
- Reasons:
 - A screened porch is an amenity for various Wisconsin weather conditions.
 - A building permit is required for any enclosure which would ensure the porch meets transparency requirements.
 - Prohibiting bedroom use limits building code concerns.

Option 1 is the recommended course of action.

Questions also arose regarding porch setbacks. Unlike many residential developments promoted in communities in recent years this zoning code makes specific allowance for the inclusion of a front porch.

Homes built under the provisions of this zoning code are meant to echo traditional neighborhood design – one in which structures are closer together and the front of the house interacts with the street and sidewalk.

Wireless Communication Facilities

Several commissioners questioned why a provision exists for wireless communication facilities.

In doing research Kruesel reminded all involved that that 2013 Wireless Siting Law says a municipality cannot prohibit cell towers in any zoning district. This means there has to be at least a CUP to allow a tower in all districts.

You can apply setbacks but there are limitations. There is more allowance for regulation of setbacks in residential districts but if the engineer can prove the tower falls in a smaller area than the setback, they can reduce setbacks automatically. Therefore, Kruesel asserts think new towers have to stay as the CUP, and we can't adjust that.

Kruesel said the language in our ordinance is confusing regarding wireless telecommunications facilities. Kruesel recommends the language be changed to read “Class II Collocations as defined in Wisconsin Statute [66.0404(1)(e)]” are permitted uses. This is consistent with state law, but has some limits and the definition is right in statute.

Per the state, projects requiring neither construction of a new tower nor substantial modification of an existing tower and facilities. Projects of this type are referred to as “class 2 collocations.”

In summary, Kruesel asserts the existing language is sufficient, and complies with state requirements. If the city wants to add clarity, 19.19.020 (B) can be changed to “Class II Collocations as defined in Wisconsin Statute [66.0404(1)(e)].”

ORDINANCE No. _____
AN ORDINANCE CREATING CHAPTER 19.19 R-1S ONE FAMILY RESIDENCE DISTRICT –
SMALL LOTS

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

Section 1. Whitewater Municipal Code Chapter 19.19 is hereby created to read as follows:

Chapter 19.19 - R-1S ONE-FAMILY RESIDENCE DISTRICT – SMALL LOTS

19.19.010 - Purpose

This district is intended to create, preserve, and enhance areas for moderate-density single-family detached dwellings at an approximate density of seven dwelling units per acre.

19.19.020 - Permitted uses.

Permitted uses in the R-1S district include:

- A. One-family detached dwellings;
- B. The second or greater wireless telecommunications facility located on an alternative support structure already supporting a wireless telecommunications facility or on a pre-existing wireless telecommunications facility, with wireless telecommunications support facilities allowed as permitted accessory uses, all per the requirements of Chapter 19.55;
- C. Home occupations/professional home offices for nonretail goods and services (defined in this district as businesses that do not require customer access).
- D. A non-family household in R-1S shall be limited to three unrelated persons.

19.19.030 - Conditional uses.

Conditional uses in the R-1S district include:

- A. Public and semipublic uses, to include public and private schools; churches and religious institutions; government facilities; active recreational parks; museums, hospitals, public transportation terminals, and similar uses.
- B. Planned residential developments such as townhouses, condominiums and cluster housing. In order to allow increasing the intensity of use, the plan commission may allow as a conditional use the following variations from the district requirements:

1. In an approved planned residential development, each dwelling structure need not have an individual lot or parcel having the requisite size and dimensions normally required in the districts. However, the size and the entire development parcel divided by the number of dwellings shall be equal to or larger than the minimum lot area for the district where the site is located;
 2. The yard requirements between buildings shall be fixed by the plan commission. Building setbacks from the perimeter of the site shall comply with the front yard, rear yard and side yard requirements of the district;
 3. Private streets may be approved to serve uses within the site, provided that the site proposed for PD has frontage on a public street.
- C. Home occupations/professional home offices. (Subject to issuance of zoning permit.)
- D. The first wireless telecommunications facility located on an alternative support structure only, per the requirements of Chapter 19.55.
- E. Real estate sales offices, subject to the following requirements:
1. May only be placed within a major subdivision with twenty or more lots;
 2. Shall occupy a maximum of one building within any major subdivision;
 3. Shall be a temporary use to be removed or converted to a permitted use in the district no later than ninety days from the date when ninety percent of the lots or units within the subdivision or development are initially sold or leased, or five years from the date of initial establishment of the use, whichever comes first;
 4. Before a building permit is issued, a deposit or other financial guarantee ,approved by the City Manager, with a value of not less than \$2,000.00 shall be required, with such deposit or guarantee released by the city once the sales office is removed or converted to a permitted use in the district;
 5. Shall not exceed seven hundred fifty square feet in floor area devoted to the sales office and related uses open to the public;
 6. Shall be compatible in character, materials, placement, and design with other existing and planned buildings within the subdivision;
 7. Signage shall be in accordance with standards for conditional uses in the district, per Chapter 19.54 of this Title.

F. Bed and breakfast establishments.

G. One accessory structure may be located in the front or side yard if the following requirements are met:

1. Minimum front yard setback of the accessory structure must be two feet behind the façade of the principal structure.
2. Minimum side yard setback of the accessory structure must be five feet; and align/be even with principal structure on corner lot.
3. Minimum rear setback is three feet.
4. Maximum height is 20 feet.
5. An attached garage shall comprise no more than 50 percent of the width of the ground floor façade facing the street.

19.19.040 - Lot area.

- A. Minimum lot area in the R-1S district is 6,000 thousand square feet.
- B. A nonconforming lot that does not meet the minimum lot area above may be considered as a buildable lot if it:
 1. Meets all other standards including Section 19.60.050.
 2. Is reviewed and approved by the city plan and architectural review commission.

19.19.050 - Lot width.

- A. Minimum lot width in the R-1S district is 60 feet. Minimum lot width on a corner lot is 66 feet.

19.19.055 - Lot depth.

- A. Minimum lot depth in the R-1S district is 100 feet.

19.19.060 - Yard requirements/setbacks.

Minimum yard requirements/setbacks in the R-1S district are as follows:

- A. Minimum front setback is 20 feet; maximum is 25 feet.
- B. Minimum side setback is six feet.

- C. Minimum rear setback is 20 feet.
- D. Minimum shore setback is seventy-five feet. All shoreland shall comply with Chapter 19.46, and in addition may require DNR approval.
- E. Minimum lot frontage at right of way is 30 feet.
- F. Minimum porch setback for front and side yard is 12 feet.
- G. Minimum street side setback on a corner lot is 10 feet.
- H. Minimum pavement setback, from lot line to pavement and excluding driveway entrances, is 5 feet on the side and rear yards and 10 feet from any street right of way.

19.19.070 - Lot coverage.

- A. Minimum dwelling unit structure area is 800 square feet.
- B. Maximum lot coverage (principal and accessory structures) in the R-1S district is 50 percent.
- C. Maximum impervious surface: The maximum impervious surface ratio is 70 percent. The percentage of impervious surface shall be calculated by taking the total surface area of the existing and proposed impervious surface and dividing it by the total lot area (note the minimum lot requirement for new lots in R-1S is 6,000 square feet).
- D. Minimum green space: 30 percent.
- E. Lots calculated over the maximum allowed impervious surface require the neighborhood service director approval of a stormwater management plan. Property owners shall work with neighborhood services to develop a practical site-specific stormwater management plan that allows for flexibility in the use of stormwater treatment devices including rain barrels, rain gardens and etc. Applicants may appeal the neighborhood services director's decision to the plan and architectural review commission.
 - 1. Pre-engineered lots may be developed without management plans if mitigation has been accounted for during design of the lot.
 - 2. The neighborhood services department and plan and architectural review commission shall consider surrounding topography when reviewing the necessary stormwater mitigation.
 - 3. Property owners may also apply for a conditional use permit which may exempt properties from the requirement of a stormwater management plan.

- F. The principles and standards set forth in the City of Whitewater Erosion Control and Stormwater Management Requirements Policy which includes the city's stormwater management ordinance (Chapter 16.16) and the city's construction site control ordinance (Chapter 16.18), shall be used as a guide by the property owner and staff for drafting and reviewing stormwater management plans. The neighborhood services department shall develop written guidelines and policies to be used in development and review of stormwater mitigation plans.

19.19.080 - Building height.

- A. Maximum principal building height in the R-1S district is 35 feet.

19.19.090 - Park fees.

- A. All residential development shall be subject to a park acquisition fee per dwelling unit and a park improvement fee per dwelling unit, payable before a building permit is issued. The fee will be recommended by the parks and recreation board then approved by the common council. The fee will be on record at the city clerk's office. The park acquisition fee may be reduced if sufficient land area was provided for park purposes at the time of subdivision, based on the calculations in Section 18.04.030(a)(1) of the Whitewater Municipal Code.

Ordinance introduced by Council Member _____, who moved its adoption.

Seconded by Council Member _____.

AYES:

NOES:

ABSENT:

ADOPTED:

John Weidl, Interim City Manager

Michele R. Smith, City Clerk



Common Council Agenda Item

Meeting Date:	Oct. 4, 2022
Agenda Item:	O-2: Ordinance amending the make-up of the City of Whitewater Plan and Architectural Review Commission.
Staff Contact (name, email, phone):	Chris Bennett – cbennett@whitewater-wi.gov – (262) 473-0143

BACKGROUND

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

The ordinance amendment associated with this agenda item proposes to allow a citizen member to be appointed in lieu of a representative from the Park and Recreation Board if the PRB goes more than 30 days without appointing a representative. It also allows for the council member alternate to be seated as a commissioner if needed to ensure a quorum.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The Plan & Architectural Review Commission considered this matter for review at its July meeting. At its September meeting the PARC held a Public Hearing on this matter and unanimously recommended the Common Council adopt the amended ordinance. The ordinance being proposed for adoption allows the council alternate to serve to ensure a quorum, even if the seated council member is present, and also as a member at-large if a quorum is already ensured.

The ordinance had its first reading at the Sept. 20, 2022 council meeting.

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

Adopt ordinance after second reading.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Ordinance amendment for 19.06.020
2. Current ordinance – 19.06.020 – dictating PARC membership

19.06.020 - Plan and architectural review commission—Created.

There is created a city plan and architectural review commission which shall consist of the chairman of the park and recreation board or designee, a councilmember, and five citizens of the city. In addition thereto, there shall be three citizen alternatemembers, any of which may be called upon to serve in the absence of any one of thecitizen members of the commission. There shall also be one alternate city councilmember. The city councilmember may only serve in absence of the appointed city councilmember and shall not act as a replacement for a citizen member of the commission. All thecitizen members shall be residents of Whitewater. Citizen members shall be persons of recognized experience and qualification. The city manager and the zoning administratorshall be nonvoting ex officio members of the commission. The councilmember shall be elected by a two-thirds vote of the council.

(Ord. No. 1914A, 2-18-2016)

ORDINANCE No. _____
AN ORDINANCE AMENDING THE MAKE UP OF THE CITY OF WHITEWATER PLAN AND
ARCHITECTURAL REVIEW COMMISSION

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

Section 1. Whitewater Municipal Code Chapter 19, Subsection 19.06.020 is hereby amended to read as follows:

19.06.020 There is created a city plan and architectural review commission which shall consist of the chairman of the park and recreation board or designee, a councilmember, and five citizens of the city. If there is a vacancy of 30 days or more of the Park and Recreation Board’s ex officio member of the commission, the City Council is authorized to appoint a citizen member to fill that vacancy. In addition, thereto, there shall be three citizen alternate members, any of which may be called upon to serve in the absence of any one of the citizen members of the commission. There shall also be one alternate councilmember who may serve as a replacement for the regular councilmember or any citizen member. All the citizen members shall be residents of Whitewater. Citizen members shall be persons of recognized experience and qualification. The city manager and the zoning administrator shall be nonvoting ex officio members of the commission. The council member shall be elected by a two-thirds vote of the council.

Ordinance introduced by Council Member _____, who moved its adoption.

Seconded by Council Member _____.

AYES:

NOES:

ABSENT:

ADOPTED:

John Weidl, Interim City Manager

Michele R. Smith, City Clerk

ORDINANCE No. _____
AN ORDINANCE CREATING CHAPTER 11.39 OPERATION OF GOLF CARTS ON
PUBLIC ROADS

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

SECTION 1. Whitewater Municipal Code Chapter 11.39 is hereby created to read as follows:

11.39.010 – Operation of Golf Carts on Public Roads

(a) Definitions

1. Golf Cart – The term “golf cart” means a vehicle designed and manufactured with limited speed capabilities that does not exceed 20 miles per hour on a paved, level surface that is designed and intended to convey one or more persons. Modifications to allow extra seating in the area originally designed to carry equipment are allowed.
2. Public Roads – The term “public roads” is defined as any City road, street, or highway located within the City boundaries designed to accommodate motor vehicles. State and County public roads, streets and highways are excluded.

(b) Operation and Use

1. Golf Carts may be operated upon City public roads as follows:

All City of Whitewater roads (except Business Highway 12, Highway 59 and Janesville Street) with a speed limit of 25 miles per hour or less. Golf carts may cross Business Highway 12, Highway 59 and Janesville Street at intersections.

(c) Registration

1. No golf cart may be operated on any public street within the City of Whitewater unless the golf cart has first been registered with the City of Whitewater City Clerk as required herein. The registration shall be valid for (3) three years and renewed thereafter in accordance with the provisions of this section. To evidence the registration, the owner shall be issued a permit which shall be displayed in a prominent, visible place on the rear fender of the golf cart. The permit may contain a registration number assigned for the particular golf cart and may contain an expiration date.
2. An application for registration shall be made to the City of Whitewater City Clerk, or his or her designee, on forms provided by the City of Whitewater. The application may, among other things, require the owner’s name, street address, mailing address, a phone number, the make, model and identification or serial number of the golf cart, proof of insurance and any such other information as may be reasonably required.

(d) Restrictions

1. No persons shall operate a golf cart on the designated public roads within the City of Whitewater without a valid driver's license issued in his or her state.
2. All golf carts operating under this Ordinance must be equipped with adequate functioning brakes, reliable and accurate steering apparatus, safe and proper tires, rearview mirror, red reflectors/or tape on front and rear bumpers.
3. Golf Carts may only be operated on designated public roads during the hours between sunrise and sunset.
4. All passengers must be seated.
5. Children are not allowed on a golf cart that is operated on public roads if by age/size they are required by state or federal regulations to be seated in child restraint equipment.
6. Golf Carts must be operated in single file and as close to the right-hand side of the street as possible.
7. The operator of a golf cart shall use hand signals when turning a golf cart on City public roads. A hand signal for a left turn shall be fully extending the arm straight out. A hand signal for a right turn shall be extending the arm out at a 90° angle upwards.
8. Golf Carts shall not be allowed on sidewalks except as required to cross them to enter or exit public roads. Golf Carts shall not be operated in areas not designated for motor vehicle use. This shall include but not be limited to public parks, public grassy areas and public walkways. This ordinance shall not prohibit golf cart operation on the University path between West Schwager Drive and Burr Oak Trail if it is allowed by the University Wisconsin Whitewater
9. No unattended Golf Cart is permitted on any public roadway while the motor is running or a key in the ignition.
10. Golf Carts must display a slow-moving vehicle emblem as required by Wis. Stat. 347.245(1).
11. Golf Cart operators are subject to all Wisconsin Statutes Chapter 346 "Rules of the Road" as applicable to automobiles. (inclusive and in particular operating under the influence of alcohol or controlled substances and/or traveling with open alcohol containers.)
12. Golf Carts may only be operated on roads where the speed limit is 25 miles per hour or less.

(e) Disclaimer and Liability

1. Disclaimer – Golf carts are not designed for nor manufactured to be operated on public streets and the City neither advocates nor endorses the golf cart as a safe means to travel on public streets, roads, and highways. The City of Whitewater shall not be liable for accidents, injuries or death involving the operation of a golf cart on public roads.

2. Assumption of Risk – Any person who owns, operates or rides upon a golf cart on a public road within the City of Whitewater does so at his or her own risk and peril and assumes all liability resulting from the operation of the golf cart.

(f) Violations

1. Violations of this ordinance shall constitute a non-criminal violation enforceable by all duly authorized law enforcement officers of the City of Whitewater.
2. Violation penalties shall be not less than \$75.00 nor more than \$200.00 plus statutory penalty assessment, jail assessment, court costs and crime lab assessment.

Ordinance introduced by Council Member _____, who moved its adoption.

Seconded by Council Member _____.

AYES:
NOES:
ABSENT:
ADOPTED:

John Weidl, Interim City Manager

Michele R. Smith, City Clerk



Council Agenda Item

Meeting Date: 9/20/2022

Agenda Item: Ordinance_3.12.150

Staff Contact (name, email, phone): John S. Weidl, Interim City Manager

BACKGROUND

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

Please see the enclosed MOU between the Chamber of Commerce and Whitewater Tourism Council. Also, please see the enclosed Ordinance_3.12.150 – An Ordinance Designating a Tourism Entity. This ordinance is what the City will use moving forward to designate the entity responsible to allocate room tax proceeds in support of tourism related activities consistent with statutory requirements. This is an in-progress holdover from the previous City Manager.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

Approve Ordinance_3.12.150 – An Ordinance Designating a Tourism Entity.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Ordinance_3.12.150
2. MOU Between Chamber & Tourism

NOTE: CHAMBER OF COMMERCE MODEL

ORDINANCE No. _____
AN ORDINANCE DESIGNATING A TOURISM ENTITY

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

SECTION 1. Whitewater Municipal Code Chapter 3.12, Section 3.12.150 is hereby amended to read as follows:

- (a) **Tourism Entity Designation.** The Whitewater Area Chamber of Commerce (The Chamber) shall be designated the Tourism Entity charged with the responsibility to allocate room tax proceeds in support of tourism related activities consistent with statutory requirements. The net balance of the tax collected after reduction of the City's direct costs under this chapter will be forwarded to the Chamber to be spent on tourism promotion. The total room tax forwarded from the City will be a maximum of seventy percent of the net taxes collected. The Chamber will have the authority and carry out the duties set forth in Wis. Stats. § 66.0615, and as otherwise provided by law.

- (b) **Powers and Duties.** The Chamber shall be responsible for the coordination of tourism promotion and tourism development for the City and for ensuring that the room tax dollars it receives from the City per state statutes, are spent by the Chamber, or by Tourism Entities it contracts with, on Tourism Promotion and Development. The Chamber may contract with one or more other Tourism Entities as defined in § 66.0615, Wis. Stats., for Tourism Promotion services. "Tourism Promotion and Tourism Development" means any of the below activities that are significantly used by transient tourists and reasonably likely to generate paid overnight stays at more than one establishment on which a room tax may be imposed, that are owned by different persons or entities and located within the City of Whitewater, in which a tax under this section is in effect; or, if at any time the City of Whitewater has only one such establishment, reasonably likely to generate paid overnight stays, at that establishment. Tourism Promotion and Development may include, but is not limited to:
 - (1) Marketing projects, including advertising media buys, creation and distribution of printed or electronic promotional tourist materials, or efforts to recruit conventions, sporting events, or motor coach groups.
 - (2) Transient tourist informational services.
 - (3) Tangible municipal development, including a convention center.

- (c) **Records.** The Chamber shall keep a written and electronic record of its proceedings which shall include all actions taken, a copy of which shall be filed with the City Clerk.
- (d) **Reports.** The Chamber shall prepare and timely file all reports as required under the State Statutes and/or by the City, and shall report at least quarterly to the City Council the purposes for which the room tax revenue it received was spent.
- (e) **Budget.** The Chamber shall annually recommend a budget to the City.

Ordinance introduced by Council Member _____, who moved its adoption.

Seconded by Council Member _____.

AYES:
NOES:
ABSENT:
ADOPTED:

Cameron Clapper, City Manager

Michele R. Smith, City Clerk



"Business & Community... Strength In Unity"

Memorandum of Understanding

This memorandum of understanding was made this 14th day of October 2020, by and between the Whitewater Area Chamber of Commerce and Whitewater Tourism Council.

Witnesseth: The Whitewater Area Chamber of Commerce and Whitewater Tourism Council have been working collaboratively since the creation of the Whitewater Tourism Council by city ordinance and the Whitewater Tourism Council abides by state statute for the dispensation of room tax dollars for the sake of tourism promotion in the Whitewater area. In an effort to maintain clear and open communication a member of the Whitewater Chamber of Commerce board will hold a seat on the Whitewater Tourism Council board as is outlined in the bylaws for the Whitewater Tourism Council.

The Whitewater Area Chamber of Commerce and Whitewater Tourism Council do hereby agree to the following:

1. The Whitewater Chamber of Commerce Executive Director shall function as the Director for the Whitewater Tourism Council.
2. The Whitewater Chamber of Commerce shall be the administrator of the Whitewater Tourism Council as outlined in city ordinance.
3. The Whitewater Tourism Council will promote the Whitewater area in accordance with state and local statutes via the dispensation of room tax dollars from the City of Whitewater.

This agreement shall remain in full force and effect for a period of five years beginning on January 1, 2021 and may be renewed for additional five year terms upon the mutual consent of both the Whitewater Area Chamber of Commerce and the Whitewater Tourism Council.

Signed and approved this 14th day of October, 2020

A handwritten signature in black ink, appearing to read "Joe Smith", written over a horizontal line.

Whitewater Area Chamber of
Commerce - President

A handwritten signature in black ink, appearing to read "K. S. Glen", written over a horizontal line.

Whitewater Tourism Council -
President

Chamber Executive Board

Two handwritten signatures in black ink, one above the other, each written over a horizontal line.

Tourism Executive Board

Two handwritten signatures in purple ink, one above the other, each written over a horizontal line.



Council Agenda Item

Meeting Date:	Tuesday, October 4, 2022
Agenda Item:	Proposed 2023 Budget Amendment
Staff Contact (name, email, phone):	John Weidl, jweidl@whitewater-wi.gov , 262.473.0104 Steve Hatton, shatton@whitewater-wi.gov , 262.473.1380

BACKGROUND

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

The current 2022-2023 Biennial Budget was adopted November 16, 2021. Since that time, there have been a number of changes to estimated revenues and expenditures that require amending the original 2023 budget period. Several examples include:

1. Inflation. Inflation in November 2021 as measured by CPI-U was at a 6.8% annual rate. The August 2022 measure was 8.3% with an average of 8.2% since the time the budget was adopted.
2. Interest Rates. While our outstanding bonds have a fixed rate of interest, future borrowings will incur a higher cost than everything already issued. 20-year Treasury bonds were yielding 1.85% in November 2021. In August 2022, the rate more than doubled to 3.77%. This will impact our ability to fund future capital projects.
3. Fire/EMS. Fire/EMS service has become a Municipal department. These services were contracted to an outside vendor (WFD, Inc.) in the 2022-2023 Budget with a committed funding by the City of \$182,000. Due to the need to change staffing from a paid-on-call model to a paid-on-premises model, a higher funding need was known, but not at the time the 2022-2023 budget was presented. Significant work has been done since that time during the Fire/EMS integration project that determined the City's additional funding to be \$1.1 million.
4. Referendum. The only option the City has to generate an additional \$1.1 million of revenue is through property taxes, which requires voter approval by referendum on November 8th. Due to public notice requirements, any budget that may be adopted on November 15th must be published by October 4th. As the results of the referendum won't be known until November 8th, the city has to publish two separate distinct versions: one should the referendum pass and a second should the referendum fail.

To get each version to balance, a number of choices were necessary. The Interim City Manager and Department Directors completed a workshop to identify and prioritize different options to increase revenues or reduce/delay expenditures to bring each budget scenario into balance. A summary of these choices is attached. The high-level results are:

General Fund	2022 Budget	2023 Original Budget	2023 Amended (Referendum Successful)	2023 Amended (Referendum unsuccessful)
Total Revenues / Expenditures	10,020,828	10,417,100	11,511,608	10,114,853
Change from 2022		396,272	1,490,780	94,025
Change from 2023 Original Budget	-	-	1,094,508	-302,247

The interim city manager and the finance and administrative services director will present the common council with a hard copy of the proposed amendment for the 2023 budget period. The common council will also receive a PowerPoint presentation highlighting key attributes of the proposed budget.

Following delivery of the budget document and the overview presentation, the finance committee will begin sifting through the proposed budget amendment over a series of meetings in October.

Finance committee meetings are open to the public and will occur on October 6, 2022, October 11, 2022, and October 13, 2022.

City staff will provide the common council with a final budget in November after incorporating all revisions recommended by the finance committee.

Questions regarding the budget document or the budget process can be directed to John Weidl or Steve Hatton. Contact information is available in the header of this memo.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

N/A

FINANCIAL IMPACT

(If none, state N/A)

N/A

STAFF RECOMMENDATION

This is a delivery of the budget; no actions are required at this time.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

Materials will be delivered at the meeting.