



Community Development Authority Board of Directors Meeting

AGENDA

Thursday, July 20, 2023 at 5:30 p.m.

**Location: Municipal Building – Community Room 1st Floor
312 W. Whitewater St., Whitewater, WI 53190
This will be an IN-PERSON and VIRTUAL MEETING**

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

Join from a PC, Mac, iPad, iPhone or Android device:
Please click this URL to join.

<https://us06web.zoom.us/j/84275444343?pwd=aTZGSnpuZmhpNCtzQ1FrNUZuWVh4Zz09>

Passcode: 947960

Or join by phone: 312-626-6799

Webinar ID: 842 7544 4343

Passcode: 947960

All agenda items are subject to discussion and/or action. A quorum of the Common Council may be present. This notice is given to inform the public that no formal action by the Common Council will be taken at this meeting.

1) Administrative Items.

a) Call to Order.

b) Roll Call.

c) Declaration of Conflict of Interest. Would any member(s) of the Board wish to declare any known conflict of interest with the items presented on today's CDA Board Agenda?

d) Hearing of Citizen Comments: No formal CDA Action will be taken during this meeting although issues raised may become a part of a future agenda. Items on the agenda may not be discussed at this time.

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.

2) Approval of Minutes: CDA Board Meeting June 15, 2023.

3) Review and Acknowledge Financial Statements: Period Ending June 30, 2023.

4) Updates and Discussion:

a) Discussion: Updates to Commercial Façade Loan Program Manual.

- b) Update: Status of Vacant Land listing Contract for sale of City-owned properties.
- c) Update: Status of Recruitment for Economic Development Director Position.
- d) Update: Economic Development Activity Report.

5) **EXECUTIVE SESSION. Adjourn to Closed Session, TO RECONVENE**, pursuant to Wisconsin Statutes 19.85(1)(e) “Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Items to be discussed:

(a) ALDIs Development Agreement (1380-1390 West Main Street).

6) **RECONVENE INTO OPEN SESSION**. Reconvene to open session for possible action on Closed Session item.

7) **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) CDA Alternative Revenue Streams.
- c) Director to visit (virtual/in-person) with Whitewater’s employers.

(The above matters may be discussed at this meeting but no substantive action will be taken.)

8) **Adjournment.**



**COMMUNITY DEVELOPMENT AUTHORITY
Board of Directors Meeting – June 15, 2023**

MINUTES

Call to Order and Roll Call. Chairman Singer called the meeting to order at 5:30 p.m. PRESENT: Joe Kromholz, Jon Kachel, Patrick Singer, Jim Allen, Lukas Schreiber, Jeff Knight. ABSENT: Thayer Coburn. STAFF PRESENT: John Weidl (City Manager), Brad Marquardt (Public Works Director), Bonnie Miller (CDA Administrative Assistant). GUESTS: Kristin Fish-Peterson (Redevelopment Resources).

Declaration of Conflict of Interest. None.

Hearing of Citizen Comments: None.

Approval of Minutes: Moved by Knight to approve the Minutes of the May 18, 2023 CDA Board Meeting. Motion seconded by Allen. AYES: Kachel, Allen, Singer, Kromholz, Schreiber, Knight. NOES: None. ABSENT: Coburn. Motion passed.

Review and Acknowledge Financial Statements: Moved by Allen to acknowledge the Financial Statements for period ending May 31, 2023. Motion seconded by Schreiber. AYES: Allen, Knight, Kachel, Schreiber, Kromholz, Singer. NOES: None. ABSENT: Coburn. Motion passed.

Review Draft #2 Affordable Housing Policy (Rev. 6/9/23) and possible recommendation for consideration by the Common Council. City Manager Weidl opened the discussion with a summary of the current status of the Draft Affordable Housing Policy. The draft policy prepared the City's consultant Kristen Fish-Peterson (Redevelopment Resources) and was presented to the public at an open forum in April, followed by one-on-meetings and phone conversations with developers and various stakeholders in the community that expressed interest in participating in the discussion.

Ms. Fish-Peterson stated that we received feedback from various sources, including interviews with developers conducted in coordination with Neighborhood Services Director Chris Bennett.

Ms. Fish-Peterson provided a brief summary of some minor language changes made such as replacing the term "low income" with "affordable housing opportunities" making it clear that the Statutes require that 75% of the fund must be spent on affordable housing and 25% on other housing. She further stated feedback from the public and contractors regarding the proposed incentive numbers was positive, but received mixed feedback on the proposed capital contribution to the City's existing Housing Rehabilitation Loan Fund which has a very low balance restricting the ability to make new loans. Kachel commented that this type of program is very positive and encourages others in the neighborhoods to fix up their homes.

City Manager Weidl stated that local developers suggested that the City put together single-family lots (land acquisition and installation of infrastructure) and selling them. Weidl further stated that City staff agrees that this is something that would be a need in the community, and Ms. Fish-Peterson stated that the incentive would not be restricted to developing a subdivision and that a single home built on an in-fill lot could qualify. Weidl clarified that this language is what is generally required for TID financing and stated that there is a different structure for the developer side vs. the homebuyer side with different thresholds as to income qualification.

Weidl requested direction from the Board as to how they want to vet proposed projects, either by the Economic Development Director or by the Board of Directors in a transparent manner. Ms. Fish-Peterson summarized the down payment assistance for homebuyer eligibility and application and stated that a homebuyer can stack City assistance with other assistance from the County. Discussion ensued as to who would be “elected official” approving the policy. It was confirmed by Weidl and Singer that CDA recommends to Council and they adopt.

Chairman Singer then opened the meeting for public comment. Brian Schanen (441 S. Buckingham Boulevard) strongly urged that the CDA require owner-occupancy of these affordable housing units granted by this program and stressed the difficulty he had finding a home to purchase. Schanen further stated that statistics show that the ratio of owner-occupied housing vs. rental housing favors renters. Sherry Stanek (415 S. Douglas Court) stated that the 30% owner occupied housing in the community affects the ability to staff volunteer opportunities, board and commissions and other important things; to have a vibrant, successful community, we need owner-occupied housing. Chairman Singer closed the public comment portion and returned discussion to the Board.

Singer introduced a revised policy provided to the Board prior to the meeting. Knight stated that the draft proposal was solid and felt that the City should be fighting for single-family, owner occupied homes. Knight further commented that R-0 zoning restriction would be prohibitive to developers and that zoning would be a Plan Commission role, rather than CDA. Knight went on to state that developers have a large amount of money at risk and object to more regulations and the developers will have a problem with R-O zoning. Knight supported language that would enforce some kind of restriction to ensure single-family home ownership. Weidl stated that he would support a deed restriction for owner-occupied housing. Weidl objected to omitting application process/qualifications for developer section. Kachel inquired as to the price of building a home. Ms. Fish-Peterson stated that you could build a 1,400 square foot home, cheapest of everything, 2-3 bedrooms, 1.5 bathrooms, unfinished basement for \$318,000 not including the lot. Knight referenced the fluctuating market conditions causing difficulties for people trying to sell their home. Kromholz referenced requirements in this program limiting to single-family home ownership and was concerned about a deed restriction because they don't hold up. Allen referenced R-0 zoning and read in statement from Russell Walton (local developer) objecting to that limitation and mentioned the financial risk involved from the developer side. Allen supported deed restriction for owner-occupied for a specific period of time with a penalty.

Knight referenced approximately 7 new homes have been built in the last 10 years and stated that with this program, there would be 56 new homes. Weidl again referenced the use of a deed restriction and Knight objected. Singer mentioned that the Common Council will have the final say.

It was moved by Knight moved to recommend his revised policy (redlined). Weidl said that Knight's draft was not on the agenda and public hasn't seen it and doesn't meet the 72-hour notice requirement. Weidl said we could allow amending the draft from packet section by section. The motion failed for lack of a second.

Knight moved to approve the Policy as originally included in the packet; Kachel seconded. Singer directed the Board to review/amend the Policy by section.

Moved by Knight to adopt SECTION I. PURPOSE as presented in the redlined draft; seconded by Schreiber. AYES: Motion approved by unanimous voice vote (6).

Moved by Knight to strike the word "must" after the word "increment" at Line 7 and replace with the word "shall" in SECTION II. GUIDELINES. Background. Seconded by Schreiber. AYES: Motion passed by unanimous voice vote (6).

Moved by Knight to amend Section III PROCEDURE. A.2.a. to strike "\$500,000" and insert "\$700,000"; strike the word "County" and replace with "HUD" and add "for Walworth and Jefferson Counties"; strike the words "as established in section E of this policy." Motion seconded by Schreiber. Motion passed by unanimous voice vote (6).

Moved by Knight to approve Section A.3.a. through Section A.3.f. as presented in the Redlined Draft. Seconded by Schreiber. Kromholz expressed concern regarding use of a deed restriction and concern for the incentive limit on developer that develops two separate projects. Weidl stated that the intent is to limit the incentive per developer. Michael Smith (327 E. Clay Unit 29) commented that the current sale price of a home is over \$300,000 and expressed concern for the ability of families to qualify for a mortgage. Jill Gerber, 234 S. Pleasant St. questioned the use of R-0 being a restriction and being able to enforce a deed restriction. Singer provided background on the creation of the R-0 zoning limiting homes in close proximity to the University to two unrelated persons and stated that he was open to the use of the deed restriction. Sherry Stanek, would like to see this go to the Common Council with both the option of R-0 or the deed restriction for the Common Council to consider. Singer confirmed that the Common Council would be the body deciding its adoption. Knight cautioned against the use of "spot zoning". Kromholz stated that a \$5,000 fine for conversion of a home under this program to rental unit was an insufficient deterrent to conversion to a rental property. Moved by Singer and seconded by Kromholz to amend the proposed amendment to the original motion, to add subparagraph 3.g. requiring a deed restriction that would sunset after 10 years from date of the loan restricting rental of the home, requiring immediate repayment of the loan plus an additional \$5,000 penalty if the home is converted to a rental unit, and providing for a hardship waiver approved by the CDA. Motion passed by unanimous voice vote. Lisa Dawsey-Smith, 273 N. Fremont St. would like to see a legal opinion regarding the amended policy and if restriction also applies to Airbnb's before this is considered by another body. Voice vote on

original motion (Knight/Schreiber) approving Section A.3. (Knight./Schreiber) as amended (Singer/Kromholz) passed by unanimous voice vote (6).

Moved by Knight to approve **Section A.4. Capital Contribution to Homeowner Rehab Revolving Loan Fund** as presented in the redlined version; **add Section A.5.** as presented in the redlined version and with additional language “requiring a deed restriction that would sunset after 10 years from the date of loan restricting rental of the home, requiring immediate repayment of the loan plus an additional \$5,000 penalty if the home is converted to a rental unit, and providing for a hardship waiver approved by the CDA.”; and add **Section A.6** as presented in the redlined version. Motion seconded by Schreiber. Motion passed by unanimous voice vote (6).

Moved by Knight and seconded by Schreiber to approve **Section C. Eligibility and Application** as presented in the Redlined Draft. Motion passed by unanimous voice vote (6).

Moved by Knight and seconded by Kachel to strike **Section C.3. Application – Developers** in its entirety. Weidl stated that eliminating this step would probably be rejected by the Council; these are minimum requirements of our financial advisors (Ehlers & Associates) who provide a report on all proposals utilizing TIF funds and should be required at some level. Knight suggested having the Common Council come up with a streamline version of the requirements. Kromholz preferred to leave it as is with a recommendation that the Common Council streamline the process. Ms. Fish-Peterson stated that there should be a process, regardless of whether it is at staff level or CDA level. Moved by Kromholz to amend the original amendment to strike **Section C.3. Application – Developers** in its entirety and substitute the following language: “City staff shall develop a process for vetting and approving the projects going forward to be approved by City Council.” Seconded by Knight. Roll Call Vote: AYES: Singer, Allen, Kromholz, Kachel, Knight. NOES: Schreiber. ABSENT: Coburn.

Roll call vote on original motion to strike Section C.3. Application -Developers in its entirety. (Knight/Kachel) AYES: Kachel, Knight. NOES: Allen, Singer, Kromholz, Schreiber. Motion defeated. Weidl stated his desire that the approval the vetting process not be delegated to the Manager but rather, approved by the Common Council.

Michael Smith (327 E. Clay Unit 29) restated his concern regarding affordability for families with combined income of less than the County Median Household Income (approx. \$65,000 for Walworth County). Weidl stated that the Policy will use HUD median income (\$90,000) rather than County median income. Kristen went on to provide more information. Brian Schanen (441 S. Buckingham Blvd.) provided statistical analysis of buying power using teacher as example. Sherry Stanek (415 S. Douglas Court) pointed out that not every home buyer under the program will be a first-time home buyer.

Moved by Schreiber to amend **Section D.1.a.** to replace “County Median Income” with “HUD Median Income” and seconded by Knight. Motion passed by unanimous voice vote (6).

Roll call vote on original motion (Knight/Kachel) to recommend adoption of the Affordable Housing Fund Policy, as amended, to the Common Council. Roll call vote - AYES: Allen, Singer, Kachel, Kromholz, Knight, Schreiber. NOES: None. ABSENT: Coburn. Motion passed.

Discussion regarding CDA Façade Loan Program, including application materials. Weidl stated that he would like feedback from the Board regarding modernizing the CDA Façade Loan Program to allow for grants.

Economic Development Activity Report. Weidl stated that the Plan & Architectural Review Commission approved the Aldi site and A-1 Packaging site plans. Weidl are still recruiting for a permanent staff member.

Board Member Requests for Future Agenda Items:

Create policy between the CDA and City regarding transfers of residual equity from the CDA to the City. CDA Alternative Revenue Streams.

Director to visit (virtual/in-person) with Whitewater's employers.

Adjournment. Moved by Schreiber, seconded by Kromholz to adjourn the meeting. Motion passed by unanimous voice vote. Chairman Singer adjourned the meeting at 7:15 p.m.

Respectfully submitted,
Bonnie Miller, Recorder

CITY OF WHITEWATER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

ECONOMIC DEVELOPMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET	
<u>OTHER FINANCING SOURCES</u>						
900-49265-56	TRANSFER TID #4 AFFORD HOUSING	.00	50,000.00	50,000.00	.00	100.0
900-49266-56	TRANSFER TID #11-ADMIN	.00	.00	5,000.00	5,000.00	.0
900-49267-56	TRANSFER TID #12-ADMIN	.00	.00	5,000.00	5,000.00	.0
900-49268-56	TRANSFER TID #13-ADMIN	.00	.00	35,000.00	35,000.00	.0
900-49290-56	GENERAL FUND TRANSFER	.00	32,500.00	32,500.00	.00	100.0
900-49300-56	FUND BALANCE APPLIED	.00	.00	63,244.84	63,244.84	.0
	TOTAL OTHER FINANCING SOURCES	.00	82,500.00	190,744.84	108,244.84	43.3
	TOTAL FUND REVENUE	.00	82,500.00	190,744.84	108,244.84	43.3

CITY OF WHITEWATER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

ECONOMIC DEVELOPMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>CDA</u>					
900-56500-111 SALARIES	.00	4,950.00	83,999.92	79,049.92	5.9
900-56500-115 WAGES/PART-TIME/PERMANENT	1,906.88	11,106.59	23,063.04	11,956.45	48.2
900-56500-151 FRINGE BENEFITS	147.98	2,434.19	34,079.72	31,645.53	7.1
900-56500-210 PROFESSIONAL DEVELOPMENT	60.00	60.00	3,535.00	3,475.00	1.7
900-56500-212 LEGAL SERVICES	.00	.00	12,625.00	12,625.00	.0
900-56500-215 PROFESSIONAL SERVICES	133.24	8,761.24	2,525.00	(6,236.24)	347.0
900-56500-219 AUDIT FEES	.00	.00	4,040.00	4,040.00	.0
900-56500-222 COUNTY/REGIONAL ECON DEV	.00	.00	9,342.50	9,342.50	.0
900-56500-223 MARKETING	.00	485.00	2,525.00	2,040.00	19.2
900-56500-224 SOFTWARE/HARDWARE MAINTENANCE	2,927.76	3,910.23	7,012.02	3,101.79	55.8
900-56500-225 TELECOM/INTERNET/COMMUNICATION	134.07	1,167.12	2,210.34	1,043.22	52.8
900-56500-310 OFFICE & OPERATING SUPPLIES	47.57	190.02	606.00	415.98	31.4
900-56500-311 POSTAGE	.00	32.28	202.00	169.72	16.0
900-56500-320 DUES	.00	11,179.00	1,191.80	(9,987.20)	938.0
900-56500-325 PUBLIC EDUCATION	.00	195.00	50.50	(144.50)	386.1
900-56500-330 TRAVEL EXPENSE	.00	.00	3,737.00	3,737.00	.0
900-56500-341 MISC EXPENSE	202.00	202.00	.00	(202.00)	.0
TOTAL CDA	5,559.50	44,672.67	190,744.84	146,072.17	23.4
TOTAL FUND EXPENDITURES	5,559.50	44,672.67	190,744.84	146,072.17	23.4
NET REVENUE OVER EXPENDITURES	(5,559.50)	37,827.33	.00	(37,827.33)	.0

Report Criteria:

Report type: GL detail

Invoice Detail, GL account = 9001000000-9009999999,9101000000-9109999999

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Notes	Description	Invoice Number	Invoice GL Account	Invoice Amount
900									
06/23	06/08/2023	95313	8438	JAMES LEASING LLC		MAY 2023 COPIES CHARGE	12777	900-56500-310	7.72
06/23	06/23/2023	900188	8487	US BANK	KAREN DIETER-WEDA	CDA DIRECTOR AD	JUNE 2023	900-56500-210	60.00
06/23	06/23/2023	900188	8487	US BANK	JOHN S WEIDL-MARS RES	CDA-ED lunch meeting with Briohn Builders	JUNE 2023	900-56500-215	46.10
06/23	06/23/2023	900188	8487	US BANK	JOHN S WEIDL-TST* THE S	CDA-Meeting with the Gildemeisters	JUNE 2023	900-56500-215	7.89
06/23	06/23/2023	900188	8487	US BANK	JOHN S WEIDL-CKE*WHINE	CDA-ED lunch meeting with Anderson Commercial	JUNE 2023	900-56500-215	26.05
06/23	06/23/2023	900188	8487	US BANK	JOHN S WEIDL-TST* EAGLE	CDA-ED lunch meeting	JUNE 2023	900-56500-215	28.10
06/23	06/23/2023	900188	8487	US BANK	JOHN S WEIDL-MARS RES	CDA-ED lunch meeting	JUNE 2023	900-56500-215	25.10
06/23	06/23/2023	900188	8487	US BANK	JEREMIAH THOMAS-STERI	SHREDDING SVCS	JUNE 2023	900-56500-310	39.85
06/23	06/23/2023	900188	8487	US BANK	JOHN S WEIDL-KWIK TRIP	CDA-ED Jefferson Co Housing Summit	JUNE 2023	900-56500-341	57.00
06/23	06/23/2023	900188	8487	US BANK	JOHN S WEIDL-KWIK TRIP	CDA-Fuel for Gateway Business Park Tour in Beloit	JUNE 2023	900-56500-341	75.00
06/23	06/23/2023	900188	8487	US BANK	JOHN S WEIDL-KWIK TRIP	CDA-Fuel for ED meeting	JUNE 2023	900-56500-341	45.00
06/23	06/23/2023	900188	8487	US BANK	JOHN S WEIDL-KWIK TRIP	CDA-Fuel for ED meeting	JUNE 2023	900-56500-341	25.00
Total 900:									442.81
Grand Totals:									442.81

M = Manual Check, V = Void Check

**CITY OF WHITEWATER
BALANCE SHEET
JUNE 30, 2023**

ECONOMIC DEVELOPMENT FUND

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>ASSETS</u>				
900-11100 CASH	47,001.45	(5,559.50)	35,395.28	82,396.73
900-19000 GASB 68-WRS NET PENSION ASSETS	15,657.39	.00	.00	15,657.39
900-19021 GASB 68-WRS DOR	30,592.68	.00	.00	30,592.68
900-19999 GASB 68-PENSION CLEARING ACCT	3,479.00	.00	.00	3,479.00
TOTAL ASSETS	96,730.52	(5,559.50)	35,395.28	132,125.80
<u>LIABILITIES AND EQUITY</u>				
<u>LIABILITIES</u>				
900-21100 ACCOUNTS PAYABLE	906.21	.00 (	906.21)	.00
900-21106 WAGES CLEARING	1,525.84	.00 (	1,525.84)	.00
900-29011 GASB 68-WRS DIR	36,871.45	.00	.00	36,871.45
TOTAL LIABILITIES	39,303.50	.00 (	2,432.05)	36,871.45
<u>FUND EQUITY</u>				
900-34300 PROPRIETARY CAPITAL	57,427.02	.00	.00	57,427.02
UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	.00	(5,559.50)	37,827.33	37,827.33
BALANCE - CURRENT DATE	.00	(5,559.50)	37,827.33	37,827.33
TOTAL FUND EQUITY	57,427.02	(5,559.50)	37,827.33	95,254.35
TOTAL LIABILITIES AND EQUITY	96,730.52	(5,559.50)	35,395.28	132,125.80

CITY OF WHITEWATER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

CDA PROGRAMS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>CAPITAL CAT-SEED FUND REV</u>					
910-43015-00	CAPCAT INT-BLUE LINE \$64,614	.00	1,447.05	.00 (1,447.05)	.0
910-43017-00	CAPCAT INT-BLUE LINE \$36,600	.00	5,724.83	.00 (5,724.83)	.0
TOTAL CAPITAL CAT-SEED FUND REV		.00	7,171.88	.00 (7,171.88)	.0
<u>ACTION LOAN REVENUE</u>					
910-46001-00	INT INC-ACTION-LRN DEPOT \$41K	80.87	515.85	.00 (515.85)	.0
910-46003-00	INT INC-ACTION-BIKEWISE \$23K	.00	30.64	.00 (30.64)	.0
910-46006-00	INT INC-ACTION-BLUELINE \$34K	.00	336.47	.00 (336.47)	.0
910-46007-00	INT INC-ACTION-BLUELINE \$45K	.00	434.91	.00 (434.91)	.0
910-46008-00	INT INC-ACTION-SAFEPRO \$100K	.00	100.00	.00 (100.00)	.0
TOTAL ACTION LOAN REVENUE		80.87	1,417.87	.00 (1,417.87)	.0
<u>MISCELLANEOUS REVENUE</u>					
910-48103-00	INTEREST INCOME-FACADE	98.26	535.23	.00 (535.23)	.0
910-48104-00	INTEREST INCOME-HOUSING	57.19	311.53	.00 (311.53)	.0
910-48108-00	INTEREST INCOME-SEED FUND	217.39	249.11	.00 (249.11)	.0
910-48109-00	INTEREST INCOME-ACTION FUND	4,324.22	23,040.66	.00 (23,040.66)	.0
910-48601-00	MISC INCOME	.00	33.51	.00 (33.51)	.0
910-48605-00	RENTAL INCOME-CROP LEASES	.00	15,876.00	.00 (15,876.00)	.0
910-48680-00	ADMINISTRATION FEE-LOANS	13,305.00	13,305.00	.00 (13,305.00)	.0
TOTAL MISCELLANEOUS REVENUE		18,002.06	53,351.04	.00 (53,351.04)	.0
TOTAL FUND REVENUE		18,082.93	61,940.79	.00 (61,940.79)	.0

CITY OF WHITEWATER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

CDA PROGRAMS FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET AMOUNT</u>	<u>VARIANCE</u>	<u>% OF BUDGET</u>
<u>CDA PROGRAMS</u>					
910-56500-212 LEGAL/PROFESSIONAL/MARKETING	34.00	44.00	.00	(44.00)	.0
910-56500-219 PROFESSIONAL SERVICES	13,305.00	13,700.24	.00	(13,700.24)	.0
TOTAL CDA PROGRAMS	<u>13,339.00</u>	<u>13,744.24</u>	<u>.00</u>	<u>(13,744.24)</u>	<u>.0</u>
TOTAL FUND EXPENDITURES	<u>13,339.00</u>	<u>13,744.24</u>	<u>.00</u>	<u>(13,744.24)</u>	<u>.0</u>
NET REVENUE OVER EXPENDITURES	<u>4,743.93</u>	<u>48,196.55</u>	<u>.00</u>	<u>(48,196.55)</u>	<u>.0</u>

PAUQUETTE CENTER LOAN RECV	Principal	Debit	910-13500	(1,289.52)	06/06/2023 ACH PAYMENT	06/06/2023 ACH PAYMENT-PAUQUETTE CENTER LOAN RECV
PAUQUETTE CENTER LOAN RECV			910-11800	1,289.52	06/06/2023 ACH PAYMENT	06/06/2023 ACH PAYMENT-PAUQUETTE CENTER LOAN RECV
ACTION-LEARNING DEPOT \$41,294	Principal	Credit	910-13501	(617.18)	06/01/2023 ACH PAYMENT	06/01/2023 ACH PAYMENT-ACTION-LEARNING DEPOT \$41,294
INT INC-ACTION-LRN DEPOT \$41K	Interest	Credit	910-46001-00	(80.87)	06/01/2023 ACH PAYMENT	06/01/2023 ACH PAYMENT-INT INC-ACTION-LRN DEPOT \$41K
ACTION-LEARNING DEPOT \$41,294			910-11800	698.05	06/01/2023 ACH PAYMENT	06/01/2023 ACH PAYMENT-ACTION-LEARNING DEPOT \$41,294
INT INC-ACTION-SAFEPRO \$100K	Interest	Credit	910-46008-00			-INT INC-ACTION-SAFEPRO \$100K
INT INC-ACTION-SAFEPRO \$100K			910-11800			-INT INC-ACTION-SAFEPRO \$100K
ACTION-BIKEWISE-\$23,099	Principal	Credit	910-13503			-ACTION-BIKEWISE-\$23,099
INT INC-ACTION-BIKEWISE \$23K	Interest	Credit	910-46003-00			-INT INC-ACTION-BIKEWISE \$23K
ACTION-BUS DEV-BUS PARK-XXX127			910-11800			-ACTION-BUS DEV-BUS PARK-XXX127
CAP CAT-BLUELINE BATT-\$64,614	Principal	Credit	910-15015			-CAP CAT-BLUELINE BATT-\$64,614
CAPCAT INT-BLUE LINE \$64,614	Interest	Credit	910-43015-00			-CAPCAT INT-BLUE LINE \$64,614
ACTION-BUS DEV-BUS PARK-XXX127			910-11800			-ACTION-BUS DEV-BUS PARK-XXX127
CAP CAT-BLUELINE BATT \$36,600	Principal	Credit	910-15017			-CAP CAT-BLUELINE BATT \$36,600
CAPCAT INT-BLUE LINE \$36,600	Interest	Credit	910-43017-00			-CAPCAT INT-BLUE LINE \$36,600
ACTION-BUS DEV-BUS PARK-XXX127			910-11800			-ACTION-BUS DEV-BUS PARK-XXX127

910.11800 ACTION-BUSINESS DEV / XXX127	Total Deposit	Credit	910-11800	1,987.57
PAUQUETTE CENTER LOAN RECV	PrincipAL	Debit	910-13500	(1,289.52) 06/06/2023 ACH PAYMENT
ACTION-MEEPER TECH-\$97,907	Principal	Credit	910-13504	REQUESTED TO HAVE ALL PAYMENTS STOPPED
INT INC-ACTION-MEEPER \$97K	Interest	Credit	910-46004-00	REQUESTED TO HAVE ALL PAYMENTS STOPPED
ACTION-MEEPER-\$82,310	Principal	Credit	910-13505	REQUESTED TO HAVE ALL PAYMENTS STOPPED
INT INC-ACTION-MEEPER \$82K	Interest	Credit	910-46005-00	REQUESTED TO HAVE ALL PAYMENTS STOPPED
ACTION-LEARNING DEPOT \$41,294	Principal	Credit	910-13501	(617.18) 06/01/2023 ACH PAYMENT
INT INC-ACTION-LRN DEPOT \$41K	Interest	Credit	910-46001-00	(80.87) 06/01/2023 ACH PAYMENT
ACTION-SAFEPRO TECH \$100K	Principal	Credit	910-13509	
INT INC-ACTION-SAFEPRO \$100K	Interest	Credit	910-46008-00	
910.11900-CAP CATALYST-ASSOC. BANK	Total Deposit	Credit	910-11900	-

LEGAL/PROFESSIONAL/MARKETING		910-56500-212	34.00	BICYCLEWISE MORTGAGE SATISFACTION
LEGAL/PROFESSIONAL/MARKETING		910-56500-212		
LAND		910-18350		
ACTION-BUS DEV-BUS PARK-XXX127		910-11800	(34.00)	BICYCLEWISE MORTGAGE SATISFACTION

**CITY OF WHITEWATER
BALANCE SHEET
JUNE 30, 2023**

CDA PROGRAMS FUND

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>LIABILITIES</u>				
910-22000 ACCUM DEPREC-BUILDING	1,461,118.56	.00	.00	1,461,118.56
910-25100 DUE TO GENERAL FUND	3,698.00	.00 (	3,698.00)	.00
910-26101 DEF REVENUE-FD 610-CDBG	851,866.00	.00	.00	851,866.00
TOTAL LIABILITIES	2,316,682.56	.00 (	3,698.00)	2,312,984.56
<u>FUND EQUITY</u>				
910-30110 CONTRIBUTED CAPITAL	456,815.37	.00	.00	456,815.37
910-34300 PROPRIETARY CAPITAL	6,481,055.26	.00	.00	6,481,055.26
910-34400 RESERVE FOR LAND PURCHASES	238,031.94	.00	.00	238,031.94
UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	.00	4,743.93	48,196.55	48,196.55
BALANCE - CURRENT DATE	.00	4,743.93	48,196.55	48,196.55
TOTAL FUND EQUITY	7,175,902.57	4,743.93	48,196.55	7,224,099.12
TOTAL LIABILITIES AND EQUITY	9,492,585.13	4,743.93	44,498.55	9,537,083.68

**CITY OF WHITEWATER
BALANCE SHEET
JUNE 30, 2023**

CDA PROGRAMS FUND

	BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>ASSETS</u>				
910-11600 CDBG-HOUSING CHK-1CSB XXX450	13,790.70	57.19	311.53	14,102.23
910-11702 FACADE CKING-1ST CIT- XXX442	23,693.95	98.26	535.23	24,229.18
910-11800 ACTION-BUS DEV-BUS PARK-XXX127	261,460.54	6,277.79	112,871.62	374,332.16
910-11801 ACTION-LAND PURCHASE-XXX127	702,295.93	.00 (	11,000.00)	691,295.93
910-11900 CAP CAT-ASSOC BK XXXXX3734	9,134.66	217.39	108,634.99	117,769.65
910-13500 PAUQUETTE CENTER LOAN RECV	127,371.52 (	1,289.52) (	7,737.12)	119,634.40
910-13501 ACTION-LEARNING DEPOT \$41,294	27,317.14 (	617.18) (	3,672.45)	23,644.69
910-13503 ACTION-BIKEWISE-\$23,099	4,716.24	.00 (	4,716.24)	.00
910-13504 ACTION-MEEPER TECH-\$97,907	81,791.63	.00 (	81,791.63)	.00
910-13505 ACTION-MEEPER-\$82,310	71,814.49	.00 (	71,814.49)	.00
910-13506 ACTION-BLUE LINE \$34,520	25,975.45	.00 (	25,975.45)	.00
910-13507 ACTION-BLUE LINE \$45,457	35,039.56	.00 (	35,039.56)	.00
910-13508 ACTION-FINE FOOD ARTS \$31,810	30,000.00	.00	.00	30,000.00
910-13509 ACTION-SAFEPRO TECH \$100K	100,000.00	.00	.00	100,000.00
910-13510 ACTION-SWSPOT/GILDEMEISTER 54K	54,000.00	.00	.00	54,000.00
910-13999 ACTION LOAN-LOAN LOSS RESERVE	(153,606.12)	.00	153,606.12	.00
910-14000 CDBG HOUSING-MO301	8,220.00	.00	.00	8,220.00
910-14001 CDBG HOUSING-A8416	10,203.84	.00	.00	10,203.84
910-14003 CDBG HOUSING-B935	18,420.02	.00	.00	18,420.02
910-14006 CDBG HOUSING-C932	8,062.00	.00	.00	8,062.00
910-14009 CDBG HOUSING-J8802	10,818.00	.00	.00	10,818.00
910-14011 CDBG HOUSING-M8501	11,000.90	.00	.00	11,000.90
910-14013 CDBG HOUSING-P954	11,000.00	.00	.00	11,000.00
910-14016 CDBG HOUSING-V902	12,504.15	.00	.00	12,504.15
910-14025 CDBG HOUSING-M0801	18,422.00	.00	.00	18,422.00
910-14026 CDBG HOUSING-B0803-0901	34,448.00	.00	.00	34,448.00
910-14030 CDBG HOUSING-HO#13-2016	8,000.00	.00	.00	8,000.00
910-14031 CDBG HOUSING-HO#4	37,795.00	.00	.00	37,795.00
910-14038 CDBG HOUSING-HO#14	18,000.00	.00	.00	18,000.00
910-14039 CDBG HOUSING-HO#15	36,815.00	.00	.00	36,815.00
910-14040 CDBG HOUSING-HO#18	4,235.00	.00	.00	4,235.00
910-15000 CAP CAT-SLIPSTREAM-\$102,500	102,500.00	.00	.00	102,500.00
910-15003 CAP CAT-SLIPSTREAM-\$42,000	42,000.00	.00	.00	42,000.00
910-15004 CAP CAT-MEEPER TECH-\$102,000	102,000.00	.00 (	102,000.00)	.00
910-15006 CAP CAT- ROYAL-INVENT-27.5K	27,500.00	.00	.00	27,500.00
910-15011 CAP CAT-ROYAL-SCANALYTICS-95K	97,500.00	.00	.00	97,500.00
910-15012 CAP CAT-ROYAL-INVENTALATOR-75K	77,500.00	.00	.00	77,500.00
910-15015 CAP CAT-BLUELINE BATT-\$64,614	64,614.00	.00 (	64,614.00)	.00
910-15017 CAP CAT-BLUELINE BATT \$36,600	36,600.00	.00 (	36,600.00)	.00
910-15018 CAP CAT-RECRUITCHUTE \$51,050	51,050.00	.00	.00	51,050.00
910-15999 CAP CAT-LOAN LOSS RESERVE	(102,000.00)	.00	102,000.00	.00
910-16008 FACADE-BOWERS HOUSE LLC \$50K	75,000.00	.00	.00	75,000.00
910-17002 UDAG-SLIPSTREAM-LOC	12,500.00	.00	.00	12,500.00
910-17999 UDAG-LOAN LOSS RESERVE	(12,500.00)	.00	.00 (	12,500.00)
910-18103 LOAN DUE FROM FD 610-CDBG	851,866.00	.00	.00	851,866.00
910-18350 LAND	275,171.53	.00	11,500.00	286,671.53
910-18360 REAL ESTATE	6,128,544.00	.00	.00	6,128,544.00
TOTAL ASSETS	9,492,585.13	4,743.93	44,498.55	9,537,083.68

LIABILITIES AND EQUITY

ACTION FUND		ORIGINAL					05/31/2023		06/30/2023		06/30/2023		NOTES
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	TOTAL	BALANCE	GL Balance					
910-13500	PAUQUETTE CENTER LOAN REC V	\$88,660.00	\$120,923.92	1,289.52	0.00	1,289.52	\$119,634.40	\$119,634.40	\$0.00	Current			
910-13501	ACTION-LEARNING DEPOT \$41,294	\$41,294.63	\$24,261.87	617.18	80.87	698.05	\$23,644.69	\$23,644.69	\$0.00	Current			
910-13503	ACTION-BIKEWISE-\$23,099	\$23,099.36	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	Making Payments			
910-13504	ACTION-MEEPER TECH-\$97,907	\$97,907.69	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	Written off in Default 03/31/2023			
910-13505	ACTION-MEEPER-\$82,310	\$82,310.00	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	Written off in Default 03/31/2023			
910-13506	ACTION-BLUE LINE \$34,520	\$34,520.75	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	Paid off April 2023			
910-13507	ACTION-BLUE LINE \$45,457	\$45,457.82	\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	Paid off April 2023			
910-13508	ACTION-FINE FOOD ARTS \$31,810	\$30,000.00	\$30,000.00	0.00	0.00	0.00	\$30,000.00	\$30,000.00	\$0.00	In Default			
910-13509	ACTION-SAFEPRO TECH \$100K	\$104,940.00	\$100,000.00	0.00	0.00	0.00	\$100,000.00	\$100,000.00	\$0.00	New loan April 2022			
910-13510	ACTION-SWSPOT/GILDEMEISTER 54K	\$54,000.00	\$54,000.00	0.00	0.00	0.00	\$54,000.00	\$54,000.00	\$0.00	New loan June 2022			
910-17002	UDAG-SLIPSTREAM-LOC	\$12,500.00	\$12,500.00	0.00	0.00	0.00	\$12,500.00	\$12,500.00	\$0.00	Strive On-Still in Business			
TOTALS		\$614,690.25	\$584,213.91	\$1,906.70	\$80.87	\$1,987.57	\$339,779.09	\$339,779.09	\$0.00				
910-13999	ACTION LOAN-LOAN LOSS RESERVE		\$0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00				
910-17999	UDAG-LOAN LOSS RESERVE		(\$12,500.00)	0.00	0.00	0.00	(\$12,500.00)	(\$12,500.00)					

FAÇADE LOAN		ORIGINAL					05/31/2023		06/30/2023		06/30/2023		NOTES
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	TOTAL	BALANCE	GL Balance					
910-18008	FAÇADE-BOWERS HOUSE LLC \$50K	-	75,000.00	-	-	-	75,000.00	75,000.00	-	New loan April 2022			
TOTALS \$		-	\$ 75,000.00	\$ -	\$ -	\$ -	\$ 75,000.00	\$ 75,000.00	\$ -				

CAPITAL CATALYST		ORIGINAL					05/31/2023		06/30/2023		06/30/2023		NOTES
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	TOTAL	BALANCE	GL Balance					
910-15000	CAP CAT-SLIPSTREAM-\$102,500	\$102,500.00	\$102,500.00	0.00	0.00	0.00	\$102,500.00	\$102,500.00	\$0.00	interest only			
910-15003	CAP CAT-SLIPSTREAM-\$42,000	\$42,000.00	\$42,000.00	0.00	0.00	0.00	\$42,000.00	\$42,000.00	\$0.00	annual net revenue royalty-no payments have been received.			
910-15004	CAP CAT-MEEPER TECH-\$102,000	\$102,000.00	\$102,000.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	Written off in Default 04/30/2023			
910-15006	CAP CAT- ROYAL-INVENT-27.5K	\$27,500.00	\$27,500.00	0.00	0.00	0.00	\$27,500.00	\$27,500.00	\$0.00	annual net revenue royalty-no payments have been received.			
910-15011	CAP CAT-ROYAL-SCANALYTICS-95K	\$97,500.00	\$97,500.00	0.00	0.00	0.00	\$97,500.00	\$97,500.00	\$0.00	annual net revenue royalty-first payment due October 2016			
910-15012	CAP CAT-ROYAL-INVENTALATOR-75K	\$77,500.00	\$77,500.00	0.00	0.00	0.00	\$77,500.00	\$77,500.00	\$0.00	First payment received 08-21-2018			
910-15015	CAP CAT-BLUELINE BATT-\$64,614	\$64,614.00	\$64,614.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	Paid off April 2023			
910-15017	CAP CAT-BLUELINE BATT \$36,600	\$36,600.00	\$36,600.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	Paid off April 2023			
910-15018	CAP CAT-RECRUITCHUTE \$51,050	\$51,050.00	\$51,050.00	0.00	0.00	0.00	\$51,050.00	\$51,050.00	\$0.00				
TOTALS		\$601,264.00	\$601,264.00	\$0.00	\$0.00	\$0.00	\$398,050.00	\$398,050.00	\$0.00				
910-15999	CAP CAT-LOAN LOSS RESERVE		\$0.00					\$0.00					

HOUSING		ORIGINAL					05/31/2023		06/30/2023		06/30/2023		Current
ACCT #	CLIENT	LOAN	BALANCE	PRINCIPAL	INTEREST	TOTAL	BALANCE	GL Balance					
910-14000	CDBG HOUSING-MO301	\$8,220.00	\$8,220.00	0.00	0.00	0.00	\$8,220.00	\$8,220.00	\$0.00				
910-14001	CDBG HOUSING-A8416	\$10,203.84	\$10,203.84	0.00	0.00	0.00	\$10,203.84	\$10,203.84	\$0.00				
910-14003	CDBG HOUSING-B935	\$18,420.02	\$18,420.02	0.00	0.00	0.00	\$18,420.02	\$18,420.02	\$0.00				
910-14006	CDBG HOUSING-C932	\$8,062.00	\$8,062.00	0.00	0.00	0.00	\$8,062.00	\$8,062.00	\$0.00				
910-14009	CDBG HOUSING-J8802	\$10,818.00	\$10,818.00	0.00	0.00	0.00	\$10,818.00	\$10,818.00	\$0.00				
910-14011	CDBG HOUSING-M8501	\$11,000.90	\$11,000.90	0.00	0.00	0.00	\$11,000.90	\$11,000.90	\$0.00				
910-14013	CDBG HOUSING-P954	\$11,000.00	\$11,000.00	0.00	0.00	0.00	\$11,000.00	\$11,000.00	\$0.00				
910-14016	CDBG HOUSING-V902	\$12,504.15	\$12,504.15	0.00	0.00	0.00	\$12,504.15	\$12,504.15	\$0.00				
910-14025	CDBG HOUSING-M0801	\$18,422.00	\$18,422.00	0.00	0.00	0.00	\$18,422.00	\$18,422.00	\$0.00				
910-14026	CDBG HOUSING-B0803-0901	\$34,448.00	\$34,448.00	0.00	0.00	0.00	\$34,448.00	\$34,448.00	\$0.00				
910-14030	CDBG HOUSING-HO#13-2016	\$8,000.00	\$8,000.00	0.00	0.00	0.00	\$8,000.00	\$8,000.00	\$0.00				
910-14031	CDBG HOUSING-HO#4	\$37,795.00	\$37,795.00	0.00	0.00	0.00	\$37,795.00	\$37,795.00	\$0.00				
910-14038	CDBG HOUSING-HO#14	\$14,671.00	\$18,000.00	0.00	0.00	0.00	\$18,000.00	\$18,000.00	\$0.00				
910-14039	CDBG HOUSING-HO#15	\$21,090.00	\$36,815.00	0.00	0.00	0.00	\$36,815.00	\$36,815.00	\$0.00				
910-14040	CDBG HOUSING-HO#18	\$4,235.00	\$4,235.00	0.00	0.00	0.00	\$4,235.00	\$4,235.00	\$0.00				
TOTALS		\$228,889.91	\$247,943.91	\$0.00	\$0.00	\$0.00	\$247,943.91	\$247,943.91	\$0.00				
910-14999	CDBG HOUSING-LOAN LOSS RESERVE		\$0.00					\$0.00					
910-35000	GENERAL LOAN LOSS RESERVE		\$0.00					\$0.00					

Account Name	CDA Operating	Action Bus Dev (UDAG) Checking	Façade Checking	CDBG Housing	Capital Cat Checking
Fund	Fund 900	Fund 910	Fund 910	Fund 910	Fund 910
Account Number		xxx-127	xxx-442	xxx-450	xxxxxx3734
Bank	1st Citizens	1st Citizens	1st Citizens	1st Citizens	Associated
Interest Rate	5.07%	5.07%	5.07%	5.07%	2.27%
GL Account Number(s)	900-11100	910-11800 910-11801 910-11806	910-11702	910-11600	910-11900
GL Balance as of:					
07/31/2022	18,673.95	476,879.17	48,332.72	13,653.46	1,109.33
08/31/2022	12,479.29	944,815.37	48,393.66	13,670.67	1,109.57
09/30/2022	9,778.45	947,454.93	48,473.61	13,693.25	1,109.80
10/31/2022	70,610.54	941,037.42	48,570.01	13,720.48	1,110.04
11/30/2022	51,923.25	956,241.31	23,627.48	13,752.01	9,132.72
12/31/2022	47,001.45	963,756.47	23,693.95	13,790.70	9,134.66
01/31/2023	36,477.13	960,234.63	23,776.15	13,838.54	9,136.60
02/28/2023	26,218.59	966,150.05	23,852.75	13,883.13	9,138.35
03/31/2023	20,101.00	987,360.80	23,943.44	13,935.92	9,140.29
04/30/2023	9,695.75	1,052,763.81	24,027.83	13,985.04	117,528.05
05/31/2023	87,956.23	1,059,350.30	24,130.92	14,045.04	117,552.26
06/30/2023	82,396.73	1,065,628.09	24,229.18	14,102.23	117,769.65
Outstanding items					
Current Bank Balance	82,396.73	1,065,628.09	24,229.18	14,102.23	117,769.65
Difference:	0.00	0.00	0.00	0.00	0.00

Monthly GL bank balances may not agree with the actual month end bank account balances due to outstanding items.

June 2023 Interest Income

ACTION-BUS DEV-BUS PARK-XXX127	910-11800	4,324.22	June 2023 Interest Income
FACADE CKING-1ST CIT- XXX442	910-11702	98.26	June 2023 Interest Income
CDBG-HOUSING CHK-1CSB XXX450	910-11600	57.19	June 2023 Interest Income
CAP CAT-ASSOC BK XXXXX3734	910-11900	217.39	June 2023 Interest Income
INTEREST INCOME-ACTION FUND	910-48109-00	(4,324.22)	June 2023 Interest Income
INTEREST INCOME-FACADE	910-48103-00	(98.26)	June 2023 Interest Income
INTEREST INCOME-HOUSING	910-48104-00	(57.19)	June 2023 Interest Income
INTEREST INCOME-SEED FUND	910-48108-00	(217.39)	June 2023 Interest Income



CDA Agenda Item

Meeting Date: 07-20-2023

Agenda Item: Updates to Façade Loan Program

Staff Contact (name, email, phone): John Weidl, City Manager
jweidl@whitewater-wi.gov
262-473-0104

BACKGROUND

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

The attached Commercial Façade Loan Program Manual was last updated in 2009. The proposed new section below would add a matching grant aspect to the program. This section would be inserted as new Section 4 and is intended to provide you with a broad overview subject to further refinement and approval by the CDA Board of Directors.

Section 4. Matching Grant Program

4. Matching Grant Program

4.1. Program Roles.

4.1.1. CDA.

The CDA will administer the matching Grant Program, similar to the administration of the Façade Loan Program, providing the necessary technical assistance, advertising, and other support.

4.1.2. CDA Staff. The CDA Staff will guide all applicants through the application process for the Matching Grant Program.

4.1.3. Façade Grant Committee. The Façade Grant Committee, comprised of the CDA Board of Directors, will be responsible for reviewing, ranking, and resolving disputes regarding all grant applications.

4.2. Matching Grant Eligibility and Terms.

4.2.1. Eligibility Criteria. The eligibility criteria for the Matching Grant Program will align with those defined in Section 2 for the Façade Loan Program.

4.2.2 Matching Grant Amount. Matching grants will be awarded for eligible projects up to a maximum of \$25,000. These grants must match dollar-for-dollar funds provided by the applicant, and the grants cannot exceed 50% of the total project cost.

4.2.3. Use of Grant Funds. Grant funds can only be used for projects that meet the same criteria as outlined for the Façade Loan Program in Section 2.3.

4.3. Application Procedures. The application procedures for the Matching Grant Program will follow the same process outlined in Section 4 for the Façade Loan Program.

4.4. Distribution of Gran Funds. Upon approval of the grant application, the CDA will disburse the grant funds to the recipient. The grant recipient will be responsible for completing the project and providing evidence of project completion and expenditure of matching funds.

4.5. Non-compliance. In case of non-compliance with the grant agreement, such as not completing the project, not providing matching funds, or not following the agreed project plan, the grant funds must be returned to the CDA.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Commercial Façade Loan Program Manual & Application (Rev. 2009)
2. Façade Improvement Overview

Whitewater Community Development Authority Community Development Block Grant Fund Façade Improvement

Program Overview:

This program assists business owners with external building repairs. Specifications of the program are contained in the operating manual.

Source of Funds:

The United State Federal Government was the original funding source of the program. The original agency that awarded the funding is no longer in existence. The responsibility for the fund is now under the auspices of the United State Department of Agriculture (USDA). As a Revolving Loan Fund (RLF), loan repayments and interest received into the fund are to be used to assist other businesses with loans.

The applicant is required to match the loan funds.

Governing Authority:

The program is governed by the USDA office in Steven's Point.

Permitted Use of Funds:

Funds are permitted to be used by applicant as follows:

- New windows
- New Siding
- Exterior building repairs
- Awnings
- Other items as specified within the program

Program Restrictions:

Fund limits are contained within the program manual. The repairs are limited to exterior repairs only. Third party costs (Attorney fees, filing fees) are paid by CDA and added to principal of loan.

Reporting Requirements:

Annual reports are due to USDA.

Re-Use of Funds:

Re-paid funds are returned to fund balance for additional funds within the program.

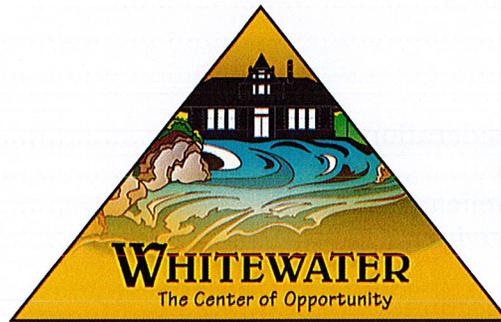
Matching Funds:

CDA does not require any matching funds.

Job Requirements:

There are no requirements for creation of jobs. Program is limited to businesses within certain zoning classifications. Mixed use facilities are eligible for the program.

City of Whitewater



Commercial
Façade Loan
Program

Manual & Application

Whitewater Community Development Authority
312 West Whitewater Street, P.O. Box 178, Whitewater, WI 53190
Ph. (262) 473-0148 Fax (262) 473-0509
www.cityofwhitewater.com



Commercial Facade Loan Program

Whitewater Community Development Authority

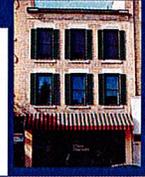
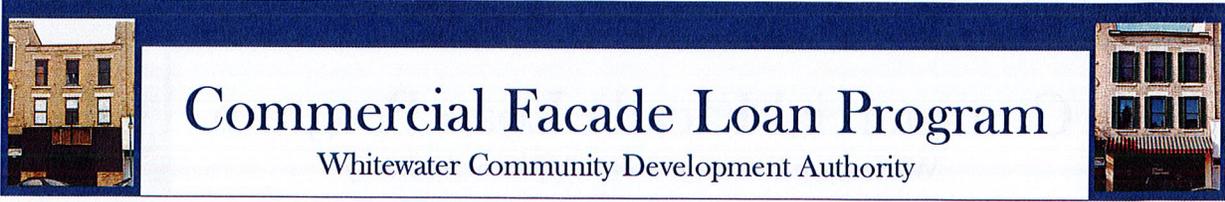


Table of Contents

Forward		3
Section 1	Administration	4
	1.1 Program Roles	4
	1.2 Meetings	4
	1.3 Records	4
Section 2	Eligibility Considerations	6
	2.1 Eligible Area	6
	2.2 Eligible Applicants	6
	2.3 Eligible Activities	6
Section 3	Terms and Conditions	7
	3.1 Loan Terms	7
	3.2 Loan Amount	7
	3.3 Interest	7
	3.4 Prepayment	7
	3.5 Collateral	7
	3.6 Non-Discrimination	7
	3.7 Default	8
	3.8 Amendment	8
	3.9 Downtown Design Guidelines Requirement	8
Section 4	Application Procedures	9
	4.1 Discussion of Requirements	9
	4.2 Timing	9
	4.3 Loan Application	9
	4.4 Review Process	9
	4.5 Notice of Approval or Disapproval	9
Section 5	Distribution of Funds	10
	5.1 Loan Closing	10
	5.2 Loan Disbursement	10
Section 6	Discontinuation and Amendment	11
	6.1 Discontinuation of the Façade Loan Program	11
	6.2 Amending the Façade Loan Program Manual	11
Appendix A	The Secretary of the Interior’s Standards for Rehabilitation ..	12
Appendix B	Loan Application	13



Commercial Façade Loan Program

Whitewater Community Development Authority

Forward

The City of Whitewater was presented with an Industrial Development Grant from the Farmers Home Administration (FmHA) on July 25, 1992. The grant was used to create a revolving loan fund to rehabilitate building facades in the central business district. Based on the success of that program, the CDA decided to commit \$50,000 of its own funds to a similar program for commercial building facades on major arterial streets elsewhere within the city limits. In 1999 these two funds were combined into a single Façade Loan Program.

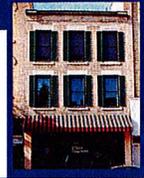
The overall purpose of improving the facades of commercial buildings is to increase retail traffic and thus to preserve and enhance the economic viability of Whitewater's commercial districts. But an equally important goal is to help create a community environment which is attractive to new industry. This program will enhance Whitewater's success in improving the appearance of commercial districts and attracting new industry to the city.

This manual contains the policies which have been adopted to govern the use of the Commercial Façade Loan Program.



Commercial Façade Loan Program

Whitewater Community Development Authority



Section 1. Administration

1. Administration

1.1. Program Roles

- 1.1.1. CDA. The CDA will provide financing for technical assistance, advertising, forms and accounting necessary to ensure the proper functioning of this program.
- 1.1.2. CDA Staff. CDA Staff will interview all applicants to prepare application forms and the information necessary to qualify for and receive the business loan.
- 1.1.3. Façade Loan Committee. The Façade Loan Committee is composed of the seven member CDA Board of Directors. The purpose of the Committee is to review and rank all loan applications and to resolve complaints and disputes within the program.

1.2. Meetings.

Meetings of the Façade Loan Committee will be held as needed at the offices of the Whitewater Community Development Authority or at any other location designated by the Façade Loan Committee.

1.3. Records.

The CDA office shall maintain records of Commercial Façade Loan Program activities including minutes of the Façade Loan Committee, minutes of the CDA Board of Directors, loan applications and related documents, and other business matters. All individual project files will, to the extent possible, be maintained as confidential records.

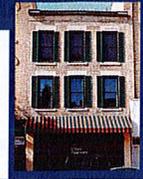
Each project file will contain some or all of the following appropriate documents:

- completed application with drawings and signed consent to release information;
- credit report or letter of recommendation from bank, if required by the Façade Loan Committee;
- contractor bids;
- record of property taxes;
- truth in lending disclosure;
- loan amortization schedule;



Commercial Façade Loan Program

Whitewater Community Development Authority

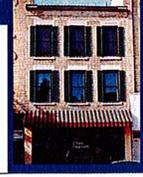


- real estate mortgage;
- mortgage note;
- title abstract;
- warranty deed;
- declaration of business purpose;
- continuing guarantee;
- authorization to loan terms and conditions;
- borrower sweat equity agreement;
- borrowing resolution;
- fixture disclaimer and landlord permission;
- financial statements where applicable;
- lien waivers;
- photographs (before and after);
- minutes of the Façade Loan Committee and CDA Board of Directors; and/or
- other documents as deemed necessary by the Façade Loan Committee.



Commercial Façade Loan Program

Whitewater Community Development Authority



Section 2. Eligibility Considerations

2. Eligibility

2.1. Eligible Area.

In order to be eligible for Façade Loan assistance, the commercial building must be located within one of Whitewater's commercially-zoned districts (i.e., B-1, B-2 or B-3 zones).

2.2. Eligible Applicants.

Applicants may be either owners or tenants of commercial buildings in the areas noted above.

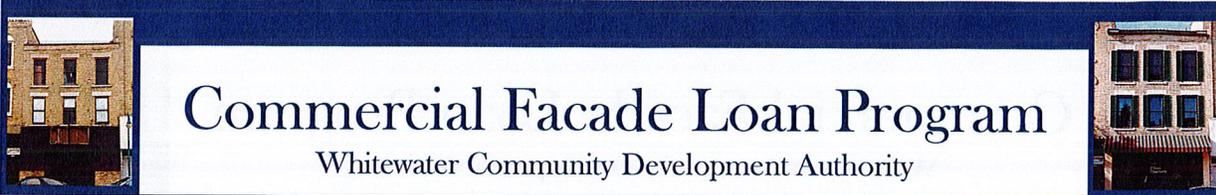
2.3. Eligible Activities.

The general purpose of the Façade Loan Program relates only to the facades (defined as the visible exterior of the building and the physical structure that supports it) of buildings in the City of Whitewater's commercial districts. Project elements will be reviewed by the Façade Loan Committee for compliance to this goal.

Examples of eligible activities include:

- awnings which DO NOT incorporate advertising;
- painting of building exterior;
- cleaning and repair of masonry;
- exterior lighting;
- handicapped-accessible entrances;
- repair or replacement of doors or windows;
- repair or reconstruction of exterior walls;
- restoration of original architectural details;
- addition of rear entrances; and
- architectural services.

Repairs to structural elements, roofs, and other non-visible building elements will be eligible only when related to simultaneous façade renovation work. Façade Loans may only be used for demolition when a new building is constructed on the property. Improvements not listed are subject to review by the Façade Loan Committee. Except for architectural services, Façade Loan funds may not be applied to costs already incurred prior to loan approval.



Section 3. Loan Terms and Conditions

3. Loan Terms and Conditions.

3.1. Loan Terms

The maximum term for any Façade Loan will be seven (7) years. Loan terms will be negotiated by the CDA Director with input from the Façade Loan Committee. Loans may be amortized over a greater period of time with a final balloon payment.

3.2. Loan Amount.

The maximum amount of any Façade Loan will be fifteen thousand dollars (\$15,000.00) *per eligible building*, and the loan must be applied to the building for which it is approved. If a new Façade Loan is written for further improvements to a building on which there is an outstanding Façade Loan, the combined balance of the loans will not exceed fifteen thousand dollars (\$15,000.00). No Façade Loan will be written for an amount which exceeds the cost of improvements made to the building to which it applies. There is no limit to the number of Façade Loan any individual may receive, either on a specific building (provided the total outstanding balance does not exceed fifteen thousand dollars) or individually. Loans are subject to the availability of funds in the Façade Loan Program.

3.3. Interest Rate.

The rate of interest on all Façade Loans will be four percent (4.00%).

3.4. Prepayment.

There is no penalty for pre-payment of a Façade Loan.

3.5. Collateral.

The CDA will secure a mortgage interest as collateral. This mortgage may be subordinated to private-sector lending at the discretion of the Façade Loan Committee, and provided there is sufficient value in the property to reasonably protect the CDA's investment.

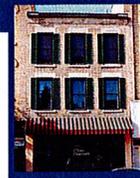
3.6. Non-Discrimination.

No Façade Loan recipient may discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or



Commercial Façade Loan Program

Whitewater Community Development Authority



handicap.

3.7. Default.

In the event that a Façade Loan recipient fails to make payment of principle and/or interest within the first thirty (30) days of a ninety (90) day default period, the CDA will notify the Façade Loan recipient in writing of the potential for a default, the action required to avoid a default, and a date, not more than sixty (60) days from the date of the notice, on which payment must be received. In the event the Façade Loan recipient does not carry out the action required by the CDA within the specified time period, this action is considered a default. The Façade Loan recipient will be notified in writing by the CDA.

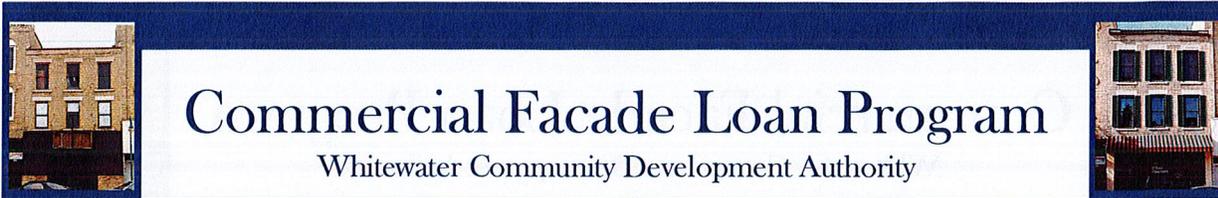
In the event of a default, all sums due or owing to the CDA shall, at its option, become due and payable, and may be subject to a default rate of eight percent (8.00%).

3.8. Amendment.

Any amendment to the Façade Loan agreement requires the written agreement of both the CDA and the Façade Loan recipient.

3.9. Downtown Design Guidelines Requirement.

Any project funded in part by a Façade Loan, and located within the downtown district, must comply, to the extent feasible, with the Secretary of Interior's Standards for Rehabilitation, attached as Appendix A to this Façade Loan Program Manual. The project must also comply with all applicable City of Whitewater zoning ordinances and other criteria in force at the time of approval.



Section 4. Application Procedures

4. Application Procedures.

4.1. Discussion of Requirements.

Prior to submitting an application, the applicant shall discuss the program with the CDA Director to determine eligibility and the availability of funds. The CDA Director shall assist the applicant, as is reasonable necessary, in completing the application. All financial information shall be kept in a secure location with limited access only by authorized personnel.

4.2. Timing.

Applications will be accepted continuously provided funds are available.

4.3. Loan Application

All applicants must complete a standard application form and submit all required attachments. A copy of the application form and a list of attachments is included in this manual as Appendix B.

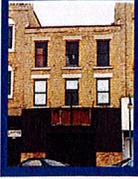
4.4. Review Process.

4.4.1. Staff Review. The CDA Director or a designee will review the application and supporting material. Any missing information will be supplied and all responses will be verified prior to forwarding the application to the CDA Attorney.

4.4.2. Attorney Review. The CDA Attorney will review the application and supporting material and prepare a legal opinion loan review for the Façade Loan Committee.

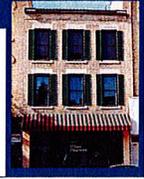
4.4.3. Façade Loan Committee Review. The Façade Loan Committee will review the application to determine final eligibility, appropriateness of the loan amount requested, suitability of the proposed work, and project impact. The Façade Loan Committee may approve the loan, recommend approval with changes, request additional information prior to a consideration for approval, or disapprove the application.

4.5. Notice of Approval or Disapproval.

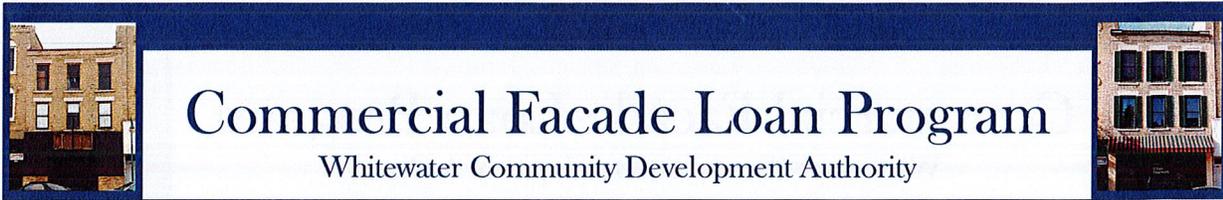


Commercial Facade Loan Program

Whitewater Community Development Authority



The CDA Director or designee will contact the applicant following the decision of the Façade Loan Committee to provide notification of the Committee's decision to approve or disapprove the loan.



Section 5. Distribution of Funds.

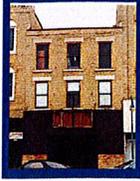
5. Distribution of Funds.

5.1. Loan Closing.

On the date of the loan closing, the CDA Director or designee will meet with the applicant to review and sign all documents related to the closing of the loan, explain the repayment requirements, and obtain any required documentation. A list of required documentation is included in Section 1.3 of this Façade Loan Program Manual.

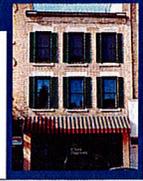
5.2. Loan Disbursement.

Unless otherwise specified by the Façade Loan Committee, the loan funds will be provided in a single check provided to the Façade Loan recipient at the time of closing. The Façade Loan recipient will be responsible for paying all parties contracted to perform any part of the rehabilitation work.



Commercial Façade Loan Program

Whitewater Community Development Authority



Section 6. Discontinuation and Amendment

6. Discontinuation and Amendment

6.1. Discontinuation of the Façade Loan Program.

If the Façade Loan Program is discontinued, all program funds will revert to the Whitewater CDA to be used for economic development purposes.

6.2. Amendment of the Façade Loan Program Manual.

The CDA may, at any time, amend the Façade Loan Program Manual in order to provide for changes in the operation of the program. Amendments to the manual must be approved by a majority of the members present at any regularly scheduled meeting of the CDA Board of Directors.



Commercial Facade Loan Program

Whitewater Community Development Authority



Appendix A

The Secretary of the Interior's Standards for Rehabilitation

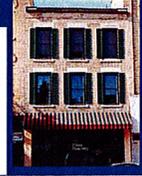
The following standards are to be applied to rehabilitation projects in a reasonable manner, taking into consideration their economic and technical feasibility.

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its original intended purpose.
2. The distinguishing original qualities or character of a building, or a site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place over the course of time are evidence of the history and development of the building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship that characterize a building, structure or site shall be treated with sensitivity.
6. Deteriorated historic features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than conjectural designs or the availability of different architectural elements from other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and preserve archeological resources affected by, or adjacent to any project.
9. Contemporary design or alterations and additions to existing properties shall not be discouraged when such alterations do not destroy the significant historical, architectural, or cultural material, and such design is compatible with the size, scale, color, material, and character of the property, neighborhood, or environment.
10. Wherever possible, new additions or alterations to structures shall be done in a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would not be impaired.



Commercial Facade Loan Program

Whitewater Community Development Authority



Application

Applicant Information		Project Information	
Contact Name		Project Address	
Business Name		Tax Key Number(s)	
Street Address		Project Zoning	
City, State, Zip Code		Downtown (yes/no)	
Phone		Year Constructed	
Fax		Most Recent Use	
E-mail		Proposed Use	

Project Description

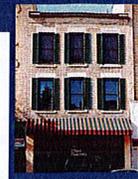
Identify the major activities to occur in the renovation project, such as replacing windows, painting, tuck-pointing, installing awnings, etc. Describe the materials to be used. Provide a detailed description.

Blank area for project description.



Commercial Facade Loan Program

Whitewater Community Development Authority



Application

Project Timeline		Project Financing	
Application Date		Total Project Cost	
Plan Board Review		Owner/Tenant Funds	
Begin Construction		Facade Loan Request	
Finish Construction		Other Financing	
Provide a list of the contractors you will be using and the amount of the bid for the work they will perform.		Source(s)	
		Appraised/Assessed Value of Property	
		Amount of Mortgages, Liens, or other debt against this property. Identify by lender and the amount of the debt owed to each.	
		Are there delinquent property taxes owed? If yes, explain.	
		Property insurance carrier and amount of insurance carried.	

Attachments

1. Site plan – This is required only for free-standing buildings.
2. Floor plan – Include a floor plan showing the dimensions of the building and locations of all walls, doors, windows, etc.
3. Photos – At least one color photograph of each visible building façade must be attached. Photos should be taken directly facing the building (not at an angle) and show the entire façade. Include photos of all visible sides, even if no work is proposed.
4. Drawings of the proposed renovated building façade – Include scale drawings of the proposed building façade showing the locations of all windows, doors, awnings, signs, and other building features.
5. Color swatches – Include swatches of the colors to be used for all exterior painting and awnings. Submit a color drawing of the building, or annotate a black and white drawing to identify the locations of the various colors to be used.
6. Other attachments – The CDA may require additional information as necessitated by the circumstances of the proposed Façade Loan project.



CDA Agenda Item

Meeting Date: 07-20-2023

Agenda Item: Update: Status of Vacant Land Listing Contract for Sale of City-Owned Properties

Staff Contact (name, email, phone): John Weidl, City Manager
jweidl@whitewater-wi.gov
262-473-0104

BACKGROUND

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

The existing Vacant Listing Contract with Twelve2 Commercial Group LLC is set to expire on October 31, 2023. At the City Manager's direction, staff has prepared a Request for Proposals (RFP) which was published for two consecutive weeks beginning July 3, 2023. Final date for receipt by the City Manager of all applications is August 3, 2023 at 3:00 p.m. All finalists will be brought to the CDA for presentation and a final recommendation at the August 20, 2023 CDA meeting.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

FINANCIAL IMPACT

(If none, state N/A)

STAFF RECOMMENDATION

ATTACHMENT(S) INCLUDED

(If none, state N/A)

1. Vacant Land Listing Contract with Twelve2 Commercial Group LLC.
2. Request for Proposals (RFP).

WB-42 AMENDMENT TO LISTING CONTRACT

1 It is agreed that the Listing Contract dated November 1, 2021, between the undersigned, for sale/rental of the
 2 property known as (Street Address/Description) City of Whitewater Owned Land
 3 _____ in the City of _____ of
 4 Whitewater, County of Jefferson, Wisconsin is amended as follows:
 5 The list price is changed from \$ _____ to \$ _____.
 6 The expiration date of the contract is changed from midnight _____,
 7 to midnight _____.
 8 The following items are (added to)(deleted from) STRIKE ONE the list of property to be included in the list price:
 9 Lot 8B in the Industrial Park also known as Tax parcel no. 292-0515-3434-003
 10 _____
 11 Other: _____
 12 _____
 13 _____
 14 _____
 15 _____
 16 _____
 17 _____
 18 _____
 19 _____
 20 _____
 21 _____
 22 _____
 23 _____
 24 _____
 25 _____
 26 _____
 27 _____
 28 _____
 29 _____
 30 _____
 31 _____
 32 _____
 33 _____

34 ALL OTHER TERMS OF THIS CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

CITY OF WHITEWATER

35 Twelve2 Commercial Group LLC
 36 Firm Name ▲
 37 _____
 38 (x) David Hazenfield 09/26/2022
 39 By Agent for Firm ▲ Date ▲
 40 Print name ▶ David Hazenfield

(x) By: [Signature] 09/27/2022
 Seller's/Owner's Signature ▲ Date ▲
 Print name ▶ Brad Marquardt, Public Works Director
 (x) _____
 Seller's/Owner's Signature ▲ Date ▲
 Print name ▶ _____

41 CAUTION: This Listing belongs to the Firm. Agents for Firm do not have the authority to enter into a mutual
42 agreement to terminate a listing contract, amend the commission amount or shorten the term of a listing
43 contract, without the written consent of the Agent(s)' supervising broker.

44 This written consent may be obtained with the supervising broker's signature below or a separate consent.

45 (x) David Hazenfield 09/26/2022
 46 Supervising Broker's Signature ▲ Print name ▶ David Hazenfield Date ▲

WB-42 AMENDMENT TO LISTING CONTRACT

1 It is agreed that the Listing Contract dated November 1, 2021, between the undersigned, for sale/rental of the
 2 property known as (Street Address/Description) City of Whitewater Owned Land
 3 _____ in the City of
 4 Whitewater, County of Walworth, Wisconsin is amended as follows:
 5 The list price is changed from \$ _____ to \$ _____.
 6 The expiration date of the contract is changed from midnight _____,
 7 to midnight _____.
 8 The following items are (added to)(~~deleted from~~) STRIKE ONE the list of property to be included in the list price:
 9 Lot 4B in the Industrial Park also known as Tax ID /A455500001 is added to the
 10 list of properties marketed for sale.
 11 Other: _____
 12 _____
 13 _____
 14 _____
 15 _____
 16 _____
 17 _____
 18 _____
 19 _____
 20 _____
 21 _____
 22 _____
 23 _____
 24 _____
 25 _____
 26 _____
 27 _____
 28 _____
 29 _____
 30 _____
 31 _____
 32 _____
 33 _____

34 ALL OTHER TERMS OF THIS CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

35 Twelve2 Commercial Group LLC
 36 Firm Name ▲
 37
 38 David Hazenfield 09/22/2022
 39 By Agent for Firm ▲ Date ▲
 40 Print name ▶ David Hazenfield

CITY OF WHITEWATER
 (x) BY: [Signature] 09/23/2022
 Seller's/Owner's Signature ▲ Date ▲
 Print name ▶ JOHN WEIDL, INTERIM CITY MANAGER
 (x) _____
 Seller's/Owner's Signature ▲ Date ▲
 Print name ▶ _____

41 CAUTION: This Listing belongs to the Firm. Agents for Firm do not have the authority to enter into a mutual
 42 agreement to terminate a listing contract, amend the commission amount or shorten the term of a listing
 43 contract, without the written consent of the Agent(s)' supervising broker.

44 This written consent may be obtained with the supervising broker's signature below or a separate consent.

45 David Hazenfield 09/22/2022
 46 Supervising Broker's Signature ▲ Print name ▶ Date ▲

WB-42 AMENDMENT TO LISTING CONTRACT

1 It is agreed that the Listing Contract dated November 1, 2021, between the undersigned, for sale/rental of the
2 property known as (Street Address/Description) City of Whitewater Owned Land
3 _____ in the City of
4 Whitewater, County of Walworth, Wisconsin is amended as follows:
5 The list price is changed from \$ _____ to \$ _____
6 The expiration date of the contract is changed from midnight _____,
7 to midnight _____
8 The following items are (added to)(deleted from) STRIKE ONE the list of property to be included in the list price:
9 _____
10 _____

11 Other: Both parties acknowledge that H2C Commercial Real Estate Services, LLC has
12 changed the company's name to Twelve2 Commercial Group, LLC. This listing
13 contract will now be assigned to Twelve2 Commercial Group, LLC and all listing
14 contract terms will remain the same.
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____
30 _____
31 _____
32 _____
33 _____

34 ALL OTHER TERMS OF THIS CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

35 Twelve2 Commercial Group LLC
36 Firm Name ▲
37
38 (x) David Hazenfield 06/29/2022
39 By Agent for Firm ▲ Date ▲
40 Print name ▶ David Hazenfield

CITY OF WHITEWATER
(x) [Signature] 7/22/2022
Seller's/Owner's Signature ▲ Date ▲
Print name ▶ BRAD MARQUARDT
DIRECTOR - PUBLIC WORKS
(x) _____
Seller's/Owner's Signature ▲ Date ▲
Print name ▶ _____

41 CAUTION: This Listing belongs to the Firm. Agents for Firm do not have the authority to enter into a mutual
42 agreement to terminate a listing contract, amend the commission amount or shorten the term of a listing
43 contract, without the written consent of the Agent(s)' supervising broker.

44 This written consent may be obtained with the supervising broker's signature below or a separate consent.

45 (x) David S. Hazenfield 6-29-2022
46 Supervising Broker's Signature ▲ Print name ▶ David S. Hazenfield Date ▲

WB-42 AMENDMENT TO LISTING CONTRACT

1 It is agreed that the Listing Contract dated November 1, 2021, between the undersigned, for sale/rental of the
2 property known as (Street Address/Description) _____ City of Whitewater Owned Land
3 See Attached Revised Addendum in the _____ City of
4 Whitewater, County of Walworth, Wisconsin is amended as follows:

5 The list price is changed from \$ _____ to \$ _____.
6 The expiration date of the contract is changed from midnlight _____,
7 to midnlight _____.

8 The following items are (added to)(deleted from) STRIKE ONE the list of property to be included in the list price:
9 _____
10 _____

11 Other: Both Parties acknowledge and agree to the revised Addendum A (attached).
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____
30 _____
31 _____
32 _____
33 _____

34 ALL OTHER TERMS OF THIS CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

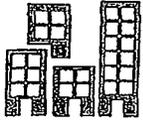
35 H2C Commercial Real Estate Svcs LLC
36 Firm Name ▲
37
38 (x) [Signature] 11/01/2021
39 By Agent for Firm ▲ Date ▲
40 Print name ▶ David Hazenfield

(x) [Signature] 11/2/21
Seller's/Owner's Signature ▲ Date ▲
Print name ▶ Cathy Anderson, Exe. Dir.
(x) _____
Seller's/Owner's Signature ▲ Date ▲
Print name ▶ _____

41 CAUTION: This Listing belongs to the Firm. Agents for Firm do not have the authority to enter into a mutual
42 agreement to terminate a listing contract, amend the commission amount or shorten the term of a listing
43 contract, without the written consent of the Agent(s)' supervising broker.

44 This written consent may be obtained with the supervising broker's signature below or a separate consent.

45 (x) [Signature] 11/01/2021
46 Supervising Broker's Signature ▲ Print name ▶ David Hazenfield H2C Commercial Date ▲



H2C Commercial
Real Estate Services

Addendum A

Zoned M-1 General Manufacturing

<u>Tax Key #</u>	<u>Parcel ID</u>	<u>Acres</u>
WUP 00322	1B ✓	+/-21.6
A305000001	2B	+/- 5.4 Deleted
292-0515-3424-002	5B ✓	+/- 5.6
292-0515-3434-001	6B ✓	+/- 3.7 Add Tincher Protected Buyer – Kevin Walter
292-0515-3432-000	7B ✓	+/- 7.7
292-0515-3432-000	9B ✓	+/- 17.1
A444200001	10B ✓	+/- 10.96 Added

Zoned WUTP (Whitewater University Technology Park District)

<u>Tax Key #</u>	<u>Parcel ID</u>	<u>Acres</u>
A444300002	1T ✓	+/-25.0
A444200002	2T	+/- 8.8 Deleted
A444200003	3T ✓	+/- 7.6

Starin Rd Parcel

<u>Tax Key #</u>	<u>Parcel ID</u>	<u>Acres</u>
WUP 00018D	WUP00018D ✓	13.34 Added

CSA
11/2/21

DISCLOSURE TO NON-RESIDENTIAL CUSTOMERS

1 Prior to negotiating on your behalf the brokerage firm, or an agent associated with the firm, must provide you the
2 following disclosure statement:

3 **DISCLOSURE TO CUSTOMERS** You are a customer of the brokerage firm (hereinafter Firm). The Firm is either an agent
4 of another party in the transaction or a subagent of another firm that is the agent of another party in the transaction. A
5 broker or a salesperson acting on behalf of the Firm may provide brokerage services to you. Whenever the Firm is
6 providing brokerage services to you, the Firm and its brokers and salespersons (hereinafter Agents) owe you, the
7 customer, the following duties:

8 (a) The duty to provide brokerage services to you fairly and honestly.

9 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.

10 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request
11 it, unless disclosure of the information is prohibited by law.

12 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
13 information is prohibited by law (see lines 42-51).

14 (e) The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your
15 confidential information or the confidential information of other parties (see lines 23-41).

16 (f) The duty to safeguard trust funds and other property held by the Firm or its Agents.

17 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
18 advantages and disadvantages of the proposals.

19 Please review this information carefully. An Agent of the Firm can answer your questions about brokerage services,
20 but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax advisor, or home
21 inspector. This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a
22 plain-language summary of the duties owed to a customer under section 452.133(1) of the Wisconsin statutes.

23 **CONFIDENTIALITY NOTICE TO CUSTOMERS** The Firm and its Agents will keep confidential any information given to the
24 Firm or its Agents in confidence, or any information obtained by the Firm and its Agents that a reasonable person
25 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to
26 disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the
27 Firm is no longer providing brokerage services to you.

28 The following information is required to be disclosed by law:

29 1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 42-51).

30 2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection
31 report on the property or real estate that is the subject of the transaction.

32 To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may
33 list that information below (see lines 35-41) or provide that information to the Firm or its Agents by other means. At a
34 later time, you may also provide the Firm or its Agents with other information you consider to be confidential.

35 **CONFIDENTIAL INFORMATION:** _____

36 _____

37 _____

38 **NON-CONFIDENTIAL INFORMATION** (the following information may be disclosed by the Firm and its Agents): _____

39 _____

40 _____

41 _____ (Insert information you authorize to be disclosed, such as financial qualification information.)

42 **DEFINITION OF MATERIAL ADVERSE FACTS**

43 A "Material Adverse Fact" is defined in Wis. Stat. § 452.01(5g) as an Adverse Fact that a party indicates is of such
44 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable
45 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction
46 or affects or would affect the party's decision about the terms of such a contract or agreement.

47 An "Adverse Fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee
48 generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural
49 integrity of improvements to real estate, or present a significant health risk to occupants of the property; or information
50 that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a
51 contract or agreement made concerning the transaction.

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

No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.
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WB-42 AMENDMENT TO LISTING CONTRACT

1 It is agreed that the Listing Contract dated November 1, 2021, between the undersigned, for sale/rental of the
2 property known as (Street Address/Description) City of Whitewater Owned Land
3 See Attached Revised Addendum in the City of
4 Whitewater, County of Walworth, Wisconsin is amended as follows:
5 The list price is changed from \$ _____ to \$ _____
6 The expiration date of the contract is changed from midnight _____
7 to midnight _____
8 The following items are (added to)(deleted from) STRIKE ONE the list of property to be included in the list price:
9 _____
10 _____

11 Other: Both Parties acknowledge and agree to the revised Addendum A (attached).
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____
30 _____
31 _____
32 _____
33 _____

34 ALL OTHER TERMS OF THIS CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

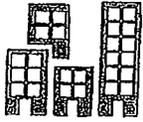
35 H2C Commercial Real Estate Svcs LLC
36 Firm Name ▲
37
38 (x) [Signature] 11/01/2021
39 By Agent for Firm ▲ Date ▲
40 Print name ▶ David Hazenfield

(x) [Signature] 11/2/21
Seller's/Owner's Signature ▲ Date ▲
Print name ▶ Cathy Anderson, Exe. Dir.
(x) _____
Seller's/Owner's Signature ▲ Date ▲
Print name ▶ _____

41 CAUTION: This Listing belongs to the Firm. Agents for Firm do not have the authority to enter into a mutual
42 agreement to terminate a listing contract, amend the commission amount or shorten the term of a listing
43 contract, without the written consent of the Agent(s)' supervising broker.

44 This written consent may be obtained with the supervising broker's signature below or a separate consent.

45 (x) [Signature]
46 Supervising Broker's Signature ▲ Print name ▶ David Hazenfield H2C Commercial Date ▲ 11/01/2021



H2C Commercial
Real Estate Services

Addendum A

Zoned M-1 General Manufacturing

<u>Tax Key #</u>	<u>Parcel ID</u>	<u>Acres</u>
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Starin Rd Parcel

<u>Tax Key #</u>	<u>Parcel ID</u>	<u>Acres</u>
WUP 00018D	WUP00018D ✓	13.34 Added

CSA
11/2/21

COPY

WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

1 SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:

2 **PROPERTY DESCRIPTION:** Street address is: City of Whitewater Owned Land (See Addendum A)
3 in Section _____ in the city of Whitewater, County of Walworth
4 Wisconsin. Insert additional description, if any, at lines 313-317 or attach as an addendum per lines 318-319.

5 **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Fixtures not excluded on lines 8-9, and
6 the following items: None

7
8 **NOT INCLUDED IN LIST PRICE:** _____
9

10 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**
11 **lessor. (See lines 239-244).**

12 **LIST PRICE:** _____ Dollars (\$ 30,000/acre).

13 **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is
14 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,
15 agreements or conservation easements, (county, state or federal); _____
16

17 **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) **STRIKE ONE**
18 has been assessed as agricultural property under use value law.

19 **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:
20

21 **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is subject
22 to the following special zoning, land use, development restrictions or other conditions affecting the Property:
23

24 **RIGHT OF FIRST REFUSAL:** There (is) (is not) **STRIKE ONE** a right of first refusal on part or all of the Property.

25 **ZONING:** Seller represents that the property is zoned: See Addendum A attached

26 **UTILITY CONNECTIONS:** Seller represents that the locations of the following utility connections are as follows:
27 (e.g. at the lot line, on the property, across the street, unknown, unavailable, etc.): electricity At Street
28 _____; gas At Street; municipal sewer At Street
29 municipal water At Street; telephone At Street
30 At Street; other Information will be supplied

31 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
32 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 5-7 during the term
33 of this Listing. The marketing may include: Signage, Marketing Flyers & Postcards, Email,
34 Costar/Loopnet, Website, Networking, Door to Door. The Firm and its agents may advertise the following
35 special financing and incentives offered by Seller: TIF/TID District

36 _____ Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See
37 lines 174-180 regarding the Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer
38 known to Seller. Seller agrees that the Firm and its agents may market other properties during the term of this Listing.

39 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Property.**

40 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing
41 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.
42 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.
43 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**
44 The following other buyers Ben Bolten / David and Coliath, INC

45 _____ are excluded from this Listing until 3-1-22
46 **[INSERT DATE].** These other buyers are no longer excluded from this Listing after the specified date unless, on or before
47 the specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.

48 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms: 50% commission to
49 a procuring co-broker. (Exceptions if any): _____

50 **COMMISSION** The Firm's commission shall be 10% Commission on 1 to 20 acres, and 8% over 20 acres,
51 based off a predetermined set purchase price of \$30,000/acre, and due upon closing.

- 52 **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at, or above,
 58 the list price and on substantially the same terms set forth in this Listing and the current WB-13 Vacant Land Offer
 59 to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer
 60 submitting the written offer has the ability to complete the buyer's obligations under the written offer.
 61 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys,
 62 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by
 63 divorce judgment.

64 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date
 65 set for closing, even if the transaction does not close, unless otherwise agreed in writing.

66 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:
 67 • Under 1) or 2) the total consideration between the parties in the transaction.
 68 • Under 3) or 4) the list price if the entire Property is involved.
 69 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or
 70 control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for
 71 which there was an effective change in ownership or control.
 72 • Under 5) the total offered purchase price.

73 **NOTE:** If a commission is earned for a portion of the Property it does not terminate the Listing as to any remaining
 74 Property.

75 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to
 76 qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of
 77 a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any
 78 offer to purchase or contract.

79 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions
 80 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial
 81 real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) real
 82 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not
 83 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

84 **DISCLOSURE TO CLIENTS**

85 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe
 86 certain duties to all parties to a transaction:

- 87 (a) The duty to provide brokerage services to you fairly and honestly.
- 88 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 89 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
 90 unless disclosure of the information is prohibited by law.
- 91 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
 92 information is prohibited by law. (See lines 245-248.)
- 93 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
 94 confidential information or the confidential information of other parties. (See lines 151-166.)
- 95 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 96 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 97 advantages and disadvantages of the proposals.

98 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.**
 99 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 100 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect
 101 your transaction, unless you release the firm from this duty.
 - 102 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse
 103 Facts.
 - 104 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests
 105 that are within the scope of the agency agreement.
 - 106 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
 - 107 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless
 108 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or
 109 advice is contrary to your interests.
- 110 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation
 111 relationship"), different duties may apply.

112 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

113 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
 114 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services
 115 through designated agency, which is one type of multiple representation relationship.

116 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
 117 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
 118 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
 119 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
 120 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
 121 any of your confidential information to another party unless required to do so by law.
 122 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize
 123 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
 124 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
 125 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
 126 agent may represent more than one client in a transaction.
 127 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
 128 services to more than one client in the transaction.

CHECK ONLY ONE OF THE THREE BELOW:

- 130 The same firm may represent me and the other party as long as the same agent is not representing us
 131 both. (multiple representation relationship with designated agency)
 132 The same firm may represent me and the other party, but the firm must remain neutral regardless if one or
 133 more different agents are involved. (multiple representation relationship without designated agency)
 134 The same firm cannot represent both me and the other party in the same transaction. (I reject multiple
 135 representation relationships)

136 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may**
 137 **modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your**
 138 **agency agreement the commission or fees that you may owe to your firm. If you have any questions about the**
 139 **commission or fees that you may owe based upon the type of agency relationship you select with your firm,**
 140 **you should ask your firm before signing the agency agreement.**

SUBAGENCY

141 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by
 142 providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not put
 143 their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to
 144 other parties if doing so is contrary to your interests.
 145

146 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage**
 147 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**
 148 **advisor, or home inspector.**

149 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language
 150 summary of the duties owed to you under section 452.133 (2) of the Wisconsin statutes.

151 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to
 152 the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person
 153 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to
 154 disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm
 155 is no longer providing brokerage services to you.

156 The following information is required to be disclosed by law:
 157 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 245-248).
 158 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
 159 the property or real estate that is the subject of the transaction.
 160 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 161 information below (see lines 163-164). At a later time, you may also provide the Firm with other information you
 162 consider to be confidential.

163 **CONFIDENTIAL INFORMATION:** _____

164
 165 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): _____

166
 167 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION**

168 The parties agree that the Firm and its
 169 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
 170 subagents (other firms engaged by the Firm - see lines 141-145) and firms representing buyers. Cooperation includes
 171 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
 172 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to
 173 attend showings, and the specific terms of offers which should not be submitted to Seller: _____

174 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's
 175 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control
 176 which are required in connection with the sale. Seller authorizes the Firm to do those acts reasonably necessary to
 177 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,
 178 Internet advertising or a lockbox system at the Property. Seller shall promptly refer all persons making inquiries
 179 concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller negotiates or
 180 who view the Property with Seller during the term of this Listing.

181 **LEASED PROPERTY** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's
 182 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder
 183 to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenant(s).
 184 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the**
 185 **lease(s) unless released by tenants.**

186 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and
 187 the parties cannot resolve the dispute by mutual agreement, the parties may consider judicial resolution in court or may
 188 consider alternative dispute resolution. Alternative dispute resolution may include mediation and binding
 189 arbitration. Should the parties desire to submit any potential dispute to alternative dispute resolution, it is recommended
 190 that the parties add such in Additional Provisions or in an Addendum.

191 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
 192 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
 193 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
 194 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
 195 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 196-204).

196 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
 197 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
 198 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
 199 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller
 200 and the Firm agree that any termination of this Listing by either party before the date stated on line 321 shall be
 201 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 290-312 and effective
 202 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 290-312.
 203 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**
 204 **potentially be liable for damages.**

205 **VACANT LAND DISCLOSURE REPORT** Seller agrees to complete the vacant land disclosure report provided by the
 206 Firm to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after
 207 completion of the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to
 208 distribute the report to all interested parties and agents inquiring about the Property and Seller acknowledges that the
 209 Firm and its agents have a duty to disclose all Material Adverse Facts as required by law.

210 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this Listing,
 211 Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the vacant land
 212 disclosure report.

213 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**
 214 **DAMAGES AND COSTS.**

215 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
 216 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 217 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
 218 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
 219 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
 220 wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be
 221 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and
 222 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be
 223 present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in
 224 additional provisions at lines 313-317 or in an addendum per lines 318-319.

225 **DEFINITIONS**

- 226 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:
 227 a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
 228 1) Significantly and adversely affecting the value of the Property;
 229 2) Significantly reducing the structural integrity of improvements to real estate; or
 230 3) Presenting a significant health risk to occupants of the Property.

- 231 b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations
 232 under a contract or agreement made concerning the transaction.
- 233 ■ **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the
 234 event occurred and by counting subsequent calendar days.
- 235 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that
 236 would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or
 237 replaced would significantly shorten or adversely affect the expected normal life of the premises.
- 238 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.
- 239 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as
 240 to be treated as part of the real estate, including, without limitation, physically attached items not easily removable
 241 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,
 242 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings
 243 on permanent foundations and docks/piers on permanent foundations.
- 244 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**
- 245 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such
 246 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable
 247 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or
 248 affects or would affect the party's decision about the terms of such a contract or agreement.
- 249 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest
 250 with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employees,
 251 directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations,
 252 partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, in
 253 whole or in part whether created before or after expiration of this Listing.
- 254 ■ **PROPERTY:** Unless otherwise stated, "Property" means all property included in the list price as described on lines 2-4.
- 255 ■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of
 256 this Listing:
- 257 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the term
 258 of this Listing;
 - 259 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
 260 terms upon which the buyer might acquire an interest in the Property; or
 - 261 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
 262 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
 263 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines
 264 196-204) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:
 - 265 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
 266 individuals in the Listing; or,
 - 267 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm
 268 or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.
- 269 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on
 270 behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on
 271 lines 191-195.
- 272 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any
 273 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section
 274 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family
 275 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.
- 276 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
 277 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
 278 the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch.
 279 REEB 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated
 280 damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances
 281 made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to
 282 the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment
 283 to the Firm shall not terminate this Listing.
- 284 **OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.
 285 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for personal
 286 property belonging to current tenants, sold to the buyer or left with the buyer's consent.
- 287 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and
 288 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
 289 <http://www.doc.wi.gov> or by telephone at (608)240-5830.

290 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of
291 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
292 lines 293-312.

293 (1) **Personal Delivery**: giving the document or written notice personally to the party, or the party's recipient for delivery if
294 named at line 295 or 296.

295 Seller's recipient for delivery (optional): _____

296 Firm's recipient for delivery (optional): _____

297 (2) **Fax**: fax transmission of the document or written notice to the following telephone number:
298 Seller: (_____) _____ Firm: (_____) _____

299 (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a
300 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 295 or
301 296, for delivery to the party's delivery address at line 305 or 306.

302 (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
303 party, or to the party's recipient for delivery if named at line 295 or 296 for delivery to the party's delivery address at line
304 305 or 306.

305 Delivery address for Seller: _____

306 Delivery address for Firm: _____

307 (5) **E-Mail**: electronically transmitting the document or written notice to the party's e-mail address, if given below at
308 line 311 or 312. If this is a consumer transaction where the property being purchased or the sale proceeds are used
309 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first
310 consented electronically as required by federal law.

311 E-Mail address for Seller: canderson@whitewater-wi.gov

312 E-Mail address for Firm: dave@h2cre.com

313 **ADDITIONAL PROVISIONS** This WB-3 Vacant Land Listing Contract is considered a "Master
314 Vacant Land Listing Contract" between the City of Whitewater and H2C Commercial Real
315 Estate Services, LLC, that includes marketing and sale of all city-owned industrial
316 commercial & multifamily residential development land, for the purpose of future
317 development (listed on Addendum A).

318 **ADDENDA** The attached addenda Addendum A & Exhibit B

319 _____ is/are made part of this Listing.

320 **TERM OF THE CONTRACT** From the 1st day of November, 2021, up
321 to the earlier of midnight of the 31st day of October, 2023, or the conveyance
322 of the entire Property.

323 BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND
324 THAT HE/SHE HAS READ ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS
325 INCORPORATED INTO THE LISTING.

326 (x) _____
327 Seller's Signature ▲ Print Name } _____ Date ▲ _____

328 (x) _____
329 Seller's Signature ▲ Print Name } _____ Date ▲ _____

330 (x) _____
331 Seller's Signature ▲ Print Name } _____ Date ▲ _____

332 (x) _____
333 Seller's Signature ▲ Print Name } _____ Date ▲ _____

334 City of Whitewater

335 Seller Entity Name (if any) Print Name ▲ _____

336 (x) _____
337 Authorized Signature ▲ Cameron Clapper City Mgr 9-7-21

338 Print Name & Title } Michelle R. Smith City Clerk Date ▲ 9-7-21

339 H2C Commercial Real Estate Svcs LLC

340 Firm Name ▲ _____

341 (x) _____
342 Agent's Signature ▲ David Hazenfield Print Name } _____ Date ▲ 9-10-21
08/23/2021



Addendum A

Zoned M-1 General Manufacturing

<u>Tax Key #</u>	<u>Parcel ID</u>	<u>Acres</u>	
WUP 00322	1B	+/-21.6	
A305000001	2B	+/- 5.4	
292-0515-3424-002	5B	+/- 5.6	
292-0515-3434-001	6B	+/- 3.7	
292-0515-3432-000	7B	+/- 7.7	(part of) mo ce Dist
292-0515-3432-000	9B	+/-17.1	(part of) mo ce Dist

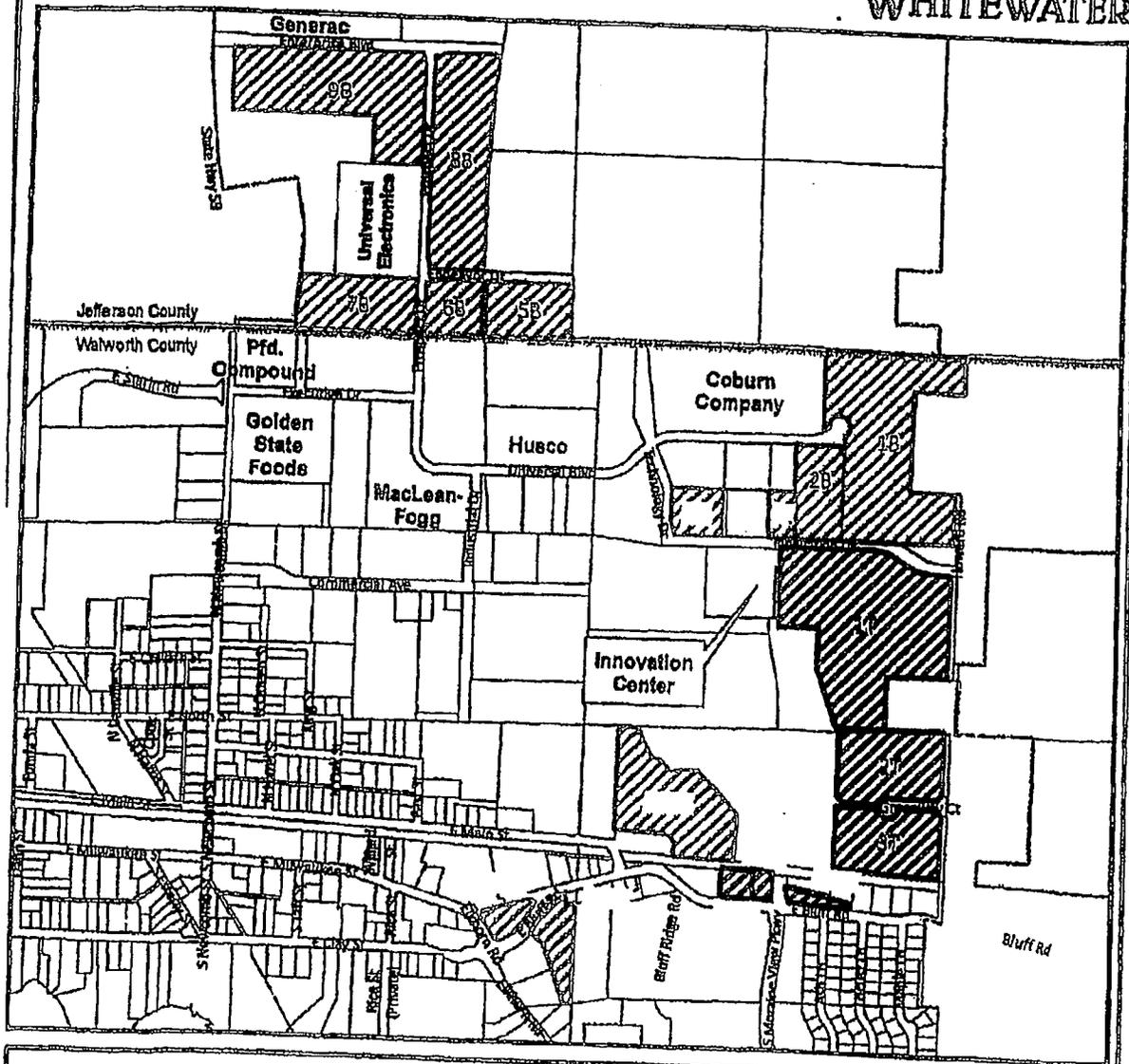
Zoned WUTP (Whitewater University Technology Park District)

<u>Tax Key #</u>	<u>Parcel ID</u>	<u>Acres</u>	
A444300002	1T	+/-25.0	
A444300003	2T	+/- 8.8	
A444200003	3T	+/- 7.6	

EXHIBIT B

CITY-OWNED LOTS

BUSINESS & TECH PARK, BLUFF RD., AND ROUNDABOUT



Parcel Class

- Bluff Road Commercial District Parcels For Sale
- Gold Shovel Parcels For Sale
- Roundabout Parcels For Sale
- Tech Park Certified Sites For Sale
- City Boundary



1B - 21.6± Acres	1T - 25± Acres
2B - 5.4± Acres	2T - 8.8± Acres
	3T - 7.6± Acres
5B - 5.6± Acres	
6B - 3.7± Acres	
7B - 7.7± Acres	
8B - 14.9± Acres	
9B - 17.1± Acres	



REQUEST FOR PROPOSALS (RFP)
Listing and Brokerage Services for City of Whitewater, Wisconsin

ISSUE DATE: July 3, 2023

PROPOSAL DEADLINE: August 3, 2023 AT 3:00 P.M. (Central Time)

SUBMIT TO:

City of Whitewater – City Manager’s Office
Attention: CDA Administrative Assistant
312 West Whitewater Street
P.O. Box 178
Whitewater, WI 53190

I. BACKGROUND: The City of Whitewater, Wisconsin (the “City”) owns undeveloped land, including commercial and residential parcels. To maximize the return and efficiency on these assets, the City is seeking qualified brokerage services to facilitate the sale of property on the City’s behalf.

II. SCOPE OF SERVICES: The selected broker(s) will provide the following services, but are not limited to:

- Conducting market analyses.
- Developing marketing strategies and materials.
- Handling inquiries and showing properties.
- Representing the City during negotiations.
- Providing expert advice and consultation on real estate market conditions, potential returns, and investment opportunities.

III. PROPOSAL REQUIREMENTS: All proposals must include:

- An executive summary of the proposal.
- A detailed description of the firm’s history, size, structure, personnel and experience providing similar services to government entities.
- Proposed team structure and resumes of key personnel to be assigned to this project.
- Description of the firm’s knowledge of the local real estate market and demonstrated experience in managing and selling similar properties.
- A detailed fee proposal, outlining commission rates, fees, and any other potential costs to be incurred by the City.
- References from at least three (3) clients for whom the proposer has provided similar services.

IV. EVALUATION CRITERIA: Proposals will be evaluated based on:

- Qualifications and experience of the firm and proposed team.
- Understanding of local real estate market conditions and trends.
- The demonstrated ability to provide the services required.
- Fee proposal.

V. TERMS AND CONDITIONS: The City reserves the right to reject any and all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety this RFP if it is in the best interests of the City to do so.

For questions or clarifications regarding this RFP, please contact:

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

The City of Whitewater encourages participation from all qualified brokerage firms, including Minority and Women Business Enterprises (M/WBE).

The City of Whitewater, Wisconsin is an Equal Opportunity Employer.