

DEVELOPMENT AGREEMENT
BETWEEN
CITY OF WHITEWATER, WISCONSIN
AND
WHIPPLE CONTRACTORS LLC
183-187 W MAIN STREET
WHITEWATER, WALWORTH COUNTY, WISCONSIN

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into as of the ____ day of _____, 2026, by and among the City of Whitewater, a Wisconsin municipal corporation, (the “City”) and Whipple Contractors LLC, a domestic limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, Developer currently owns the parcel with address 183-187 W Main Street, Whitewater, Walworth County Wisconsin, located as described under Exhibit A attached hereto (the “Property”) (PIN: /OT 00070); and

WHEREAS, subject to obtaining the financial assistance set forth herein, Developer wishes to undertake development of internal construction of 10 apartment rental units and ground floor commercial space (the “Development Project”) as further described in Exhibit B attached hereto (the “Concept Plan”); and

WHEREAS, the City has created Tax Incremental Finance District No. 12 (the “TIF District”) as enabled under Wis. Ch. 66, which includes the Property; and

WHEREAS, Developer expects that the Development Project will increase the value of the Property and the TIF District and provide other tangible benefits to the surrounding neighborhoods and to the City as a whole; and

WHEREAS, the Development Project is consistent with the adopted project plan for the TIF District; and

WHEREAS, the City desires to encourage economic development including the elimination of slum and blight, expand its tax base, and create quality new residential units and new jobs within the City of Whitewater, the TIF District, and the Property; and

WHEREAS, the City finds that the construction of the Development Project and fulfillment, generally, of the terms and conditions of this Agreement, are in the vital and best interests of the City and its residents, by serving public purposes in accordance with State and local law and further consistent with the City’s most recently adopted Project Plan for the TIF District (the

“TID Plan”); and

WHEREAS, Developer has represented to the City, and, the City finds and determines that, but for the City’s commitment and willingness to consider financial assistance to Developer, the Development Project might not take place in the City and the City would not accomplish one or more of the objectives of the TID Plan; and

WHEREAS, the City is authorized to enter into contracts necessary and convenient to implement the purpose of the TIF District, including the ability to issue municipal revenue obligations for the purpose of implementing the TID Plan as provided in Wis. Stat. Section 66.0621; and

WHEREAS, the City has undertaken a water-main and water-service upgrade serving the Property, including replacement of the lead water-service lateral in August 2024, and that upgrade has caused the Property to require an automatic fire sprinkler system that was not otherwise required for Developer’s renovation; and

WHEREAS, on May 27, 2026, Developer met with the City’s Community Development Director and advised that the resulting fire-sprinkler cost could cause the Development Project not to proceed; and

WHEREAS, Developer has obtained a design-build proposal for the required system in the amount of \$69,894.00, which is less than \$90,000.00, and the parties intend that the City’s commitment be stated in this Agreement;

NOW THEREFORE, in consideration of the forgoing recitals, which are incorporated into and made a part of this Agreement, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and the City hereby mutually agree as follows:

ARTICLE I PURPOSES-DEFINITIONS

Section 1.1. Purpose of Agreement. The parties have agreed upon a general plan for the Development Project. The purpose of this Agreement is to formalize and record the understandings and undertakings of the parties and to provide a framework within which the redevelopment of the land will take place.

Section 1.2. Definitions. The terms listed below shall be defined for the purposes of this Agreement as follows. All terms that are in upper case but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

- 1.2.1.** “Agreement” means this Development Agreement, as the same may hereafter be from time to time modified, amended or supplemented in accordance with its terms.
- 1.2.2.** “Base Value” means the full equalized base value of the Property as of January 1, 2021, and is agreed by the parties to be One Hundred Fifty-Seven Thousand Seven Hundred dollars and no/100 (\$157,700.00).
- 1.2.3.** “City” means the City of Whitewater, a Wisconsin municipal corporation. The City may also be referred to as the City of Whitewater.
- 1.2.4.** “City Contribution” means the City’s support for the Project, as set forth in Section 4.4. below.
- 1.2.5.** “City Payments” means the annual payments to be made by the City to the Developer per the terms of the Municipal Revenue Obligation as described in Article 2 of this Agreement.
- 1.2.6.** “Developer” means Whipple Contractors LLC and its successors and assigns.
- 1.2.7.** “Development Project” or “Project” means the overall construction of 10 Apartment Rental Units and a Ground Floor Commercial Space as generally shown on Exhibit B and as further described in Sections 2.1 and 2.2, below.
- 1.2.8.** “District Statutory Life” shall mean the maximum period of time the TIF District may remain in effect per the provisions of Wis. Stat. § 66.1105(6), as may be amended following the TIF Effective Date.
- 1.2.9.** “Incremental Value” means the full equalized base value of the property as of January 1 of the current year minus the Base Value.
- 1.2.10.** “Plans and Specifications” means the plans and specifications for the Project to be prepared by Developer and approved by the City, which shall generally be consistent with Exhibit B.
- 1.2.11.** “Project Costs” means the costs specified in Wis. Stat. § 66.1105(2)(f) 1.a-1 inclusive.
- 1.2.12.** “Project’s Tax Increment” shall mean the Tax Increment actually received by the City from taxes levied on the Property and as directly and exclusively attributable to increases in the improvement value by way of the Project.
- 1.2.13.** “Projected Value Increment” means Two Million One Hundred Fifty-Seven Thousand Seven Hundred Dollars and no/100 dollars (\$2,157,700.00), which is expected tax value of the Property following completion of the Project.

- 1.2.14.** “Property” means the property identified as Parcel Identification Number /OT 00070 in the City of Whitewater, Walworth County, Wisconsin as described on Exhibit A.
- 1.2.15.** “Schedule” means the schedule prepared by the City pursuant to Section 3.9., below.
- 1.2.16.** “Site Plan” means the specific physical layout of the Property as shown on Exhibit B.
- 1.2.17.** “Tax Increment Value” means the amount by which the equalized value of real property of the Property on January 1 of the year following Developer’s receipt of an occupancy permit upon completion of the Development Project as determined by the City of Whitewater Assessor exceeds the Base Value established for the Property. The equalized value is calculated by taking the assessed value reported by the City of Whitewater Assessor that is certified by the State Department of Revenue times the aggregate ratio.
- 1.2.18.** “Tax Increment Revenue” means the real property tax revenue (as defined in Wis. Stat. § 66.1105(2)(i)) and generated by the Project’s Tax Increment Value.
- 1.2.19.** “Term” means from Effective Date until the earlier of the termination of TID or August 3, 2048.
- 1.2.20.** “TID District” means Tax Incremental District No. 12 created by City Resolution No. 2021-003 as may be amended from time to time.
- 1.2.21.** “Value” means full equalized fair market value of the real property.
- 1.2.22.** “Zoning Code” or “Code” means Chapter 550 of the Code of Ordinances of the City of Whitewater.

ARTICLE II

DESCRIPTION OF DEVELOPMENT

Section 2.1. Project Description. Upon the receipt of all necessary governmental approvals, Developer shall build 10 apartment rental units and ground floor commercial space to be constructed in a single phase as shown conceptually in Exhibit B. The Project will be developed under more detailed Plans and Specifications to be approved by the City Plan and Architectural Review Commission.

Section 2.2. Project Cost. Developer shall construct the Project, at its sole cost, peril and expense in strict accordance with this Agreement and in strict conformity with all City ordinances, resolutions, policies, insurability or bondability requirements, and similarly applicable or impacted governmental regulations. The estimated cost to Developer of the Project (cost of design and construction (all taxes and incidentals, included)) projected upon Developer’s representations is to be Two Million Five Hundred Thousand Dollars and no/100 (\$2,500,000.00) generally

consistent with Exhibit B.

Section 2.3. The parties presently estimate that following completion of the Project, the Property will have a Project Value Increment for real property tax purposes, as of January 1, January 1, 2029, of at least Two Million Five Hundred Thousand Dollars and no/100 (\$2,500,000.00). Developer shall use all reasonable and good faith efforts to substantially complete the Project's construction on or before December 31, 2028.

Section 2.4. City Contribution. In order to induce Developer to undertake the Project, the City agrees to provide an incentive for the Project of up to, but not to exceed the amount of Ninety Thousand Dollars and no/100 (\$90,000.00), towards the payment of the Project's eligible costs in the form of a Municipal Revenue Obligation (MRO) as further provided for herein (the "City Contribution") The City Contribution shall be used by Developer only to reimburse Developer for the eligible costs and expenses incurred by Developer in connection with the Project as set forth in the attached Exhibit D.

Section 2.5. Eligible Costs and Expenses. Design and construction of a new automatic fire sprinkler system as required for the existing building required for the system substantially in conformance with the estimate attached hereto as Exhibit F.

Section 2.6. MRO. Following Project completion and the issuance of occupancy permits for the ten residential apartments and/or similar or related inspection or building and safety approvals with respect to any/all occupiable structure(s) arising by way of the Project, and, pursuant to amount of the City Contribution to Developer in the form substantially similar to Exhibit D attached hereto (the "MRO"). The MRO shall be a special and limited obligation of the City subject to annual appropriation by the City, shall not be a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the MRO. As is further provided for in Sections 2.7. and 2.8., below, the City shall pay amounts due to Developer under the MRO over time from the Project's Tax Increment pursuant and according, exclusively, to the MRO, attached hereto and incorporated by reference. The City Payments of the amounts due under the MRO are subject to annual appropriation by the City. Developer shall receive appropriated Payments on the MRO within ninety (90) days of the City's receipt of full payment of all of the real and personal property taxes levied against the Property, provided such payments are made in a timely manner in accordance with Section 2.6., below. The MRO shall not accrue interest.

Section 2.7. MRO Repayment Schedule. In each calendar year commencing 2029 and ending no later than 2048, and, then, only, assuming any sums are then owing to Developer pursuant to terms hereunder (or, if earlier, when all of the City Contribution has been repaid by the City_), the Project's Tax Increment shall, subject to annual appropriations by the Common Council, be allocated as follows:

- 2.7.1.** If the Project does not generate Tax Increment in any calendar year, the City shall make no payments whatsoever under the MRO for such calendar year and there shall be no deferral of the obligation to pay under the MRO for such calendar year. If the Project generates Tax Increment in any calendar year, Developer shall receive payments under the MRO, subject to the other terms and conditions of this Agreement, in a sum equal to the following:
- a. Developer shall receive a payment equaling exactly seventy percent (70%) of the Project's Tax Increment generated for such calendar year.
 - b. The Schedule of City Payments shown in Exhibit E, attached hereto, is illustrative only. Actual City Payments shall be as described in sub-sections 2.6.1.a. above.
- 2.7.2.** The MRO shall be issued within forty-five (45) days of the City's receipt of a written request for the same submitted by Developer, which request shall attest that all of the following contingencies have been satisfied in their entirety: (1) all property taxes for the Property for tax year for all preceding years have been paid in full, and (2) work on the Project as described on Exhibit B has been completed in compliance with Section 3.6., below.
- 2.7.3.** The first payment under the MRO shall be due and payable in the year in which taxes are first due and payable on any value increment that has been added.
- 2.7.4.** The City shall reasonably cooperate with Developer's lender's requests for collateral assignment of this Agreement and the City Contribution as part of Developer's Project construction loans.
- 2.7.5.** Subject to the provisions of this Agreement, the City agrees that it shall take no action to dissolve the TIF District prior to full payment under the MRO, or, December 31, 2047, whichever comes first.

Section 2.8. MRO Payment Restrictions. Only the Project's Tax Increment, and no other property, revenue, or asset of the City, shall be used to pay the MRO. If there is no Project Tax Increment during any year, the City shall have no obligation to pay any amount for that year under the MRO, and same shall not become a deferral of the City's obligation to pay and such amount for that tax year, but, rather, any such monetary obligation that would have otherwise arisen under this Agreement is entirely forgiven and discharged; such failure shall not constitute a default under this Agreement nor under the MRO. Developer acknowledges that, subject to the provisions of this Agreement if, as of closing the TID District, the amount of the Project's Tax Increment paid under this Agreement proved insufficient to make all the payments due under the MRO, the City shall nevertheless have no obligation or liability for said unpaid amounts otherwise due or anticipated by Developer and said unpaid amounts shall be unconditionally discharged and

forgiven.

Section 2.9. Prepayment of MRO. Nothing herein shall prohibit the City from prepaying all or a portion of the outstanding balance of the MRO at any time, at par and without penalty.

Section 2.10. Taxes. Developer covenants and agrees that it shall pay in full all taxes levied on the real property of the Property at the time said taxes are due. Failure to pay said taxes in a timely manner shall constitute an event of default as provided under Article 7, hereof, and, such default may be made curable only upon the sole and exclusive discretion of the City and, then, only upon writing confirming as such and containing the signature of the City Manager and countersignature of the City Clerk.

Section 2.11. Use of the TIF Grant Proceeds. The proceeds of the City Contribution shall be utilized for reimbursement of eligible Project Costs (as defined in Wis. Stat. Section 66.1105(2)(f) and Section 2.5 above) in furtherance of the development of the TIF District, as incurred by Developer. Developer agrees to maintain records of the costs and expenses it incurs in connection with the Project's development for at least five (5) years following the month and year of the Project's substantial completion as solely and exclusively determined by the City. Subject to any reasonable confidentiality restrictions that Developer may desire, and which are permitted under Wisconsin law, Developer shall make such records available to the City upon the City's written request and to the public in compliance with Wis. Ch. 19 (Public Records law).

Section 2.12. Obligations/Payments.

- 2.12.1.** Developer's obligations hereunder shall be personal to Developer and shall not be assigned without the prior approval of the City per the provisions of Section 9.3., below.
- 2.12.2.** Developer shall spend, in readily verifiable manner, no less than Two Million Five Hundred Thousand and no/100 (\$2,500,000.00) as the estimated cost for the Project prior to, or upon, substantial completion of the Project such that an occupancy permit has been issued for the Project, which shall not be unreasonably delayed by the City, and in full compliance with Article 3 hereof and the records availability requirements thereunder.
- 2.12.3.** Developer unconditionally agrees not to contest, challenge, appeal or protest the Property's assessed value to an amount less than or equal to Two Million One Hundred Fifty-Seven Thousand Seven Hundred Dollars and no/100 dollars (\$2,157,700.00).

ARTICLE III UNDERTAKINGS OF THE DEVELOPER

Section 3.1. Development Developer shall build the Project as described in Sections 2.1 and 2.2, above.

Section 3.2. Minimum Development Cost. Developer's Cost for constructing the Project shall be a minimum ("Minimum Development Cost") of Two Million Five Hundred Thousand and no/100 (\$2,500,000.00) in order for Developer to be eligible to receive assistance from the City per the provisions of Article II of this Agreement. Developer and/or outside investors shall provide approximately Two Million Five Hundred Thousand and no/100 (\$2,500,000.00) of equity in the Project. Developer may seek and utilize Two Hundred Thirteen Thousand Four Hundred Ninety Dollars and no/100 (\$213,490.00) in Project financing assistance from the WEDC Community Development Investment Grant (the "WEDC") and agrees to maintain compliance with the requirements of the WEDC and provide a 3 to 1 match if approved by WEDC.

Section 3.3. Plan Submission. Developer shall submit all plans specifications and documents to the City and state of Wisconsin as necessary to receive a building permit to construct the Project (the "Building Permit") on or before March 30, 2027.

Section 3.4. Design Standards. Developer shall incorporate high quality design and use of materials into the Project consistent with the Concept Plan contained in Exhibit B.

Section 3.5. Construction Commencement. Developer shall commence construction of the Project on or before June 30, 2027. Construction Commencement shall mean having obtained all necessary construction permits and having made substantial excavation for the foundations, footings or base of the new construction, except where the new construction is to be added to a substantial existing structure, in which case the commencement is the time of the beginning of substantial excavation or the time of the beginning of substantial preparation of the existing structure to receive the added new construction, whichever is earlier. This date shall be extended for any noticed Force Majeure consistent with Section 9.6.

Section 3.6. Construction Completion. Developer shall pursue construction activities on the Property and shall complete the Project by June 30, 2028, so as to obtain occupancy permits by December 31, 2028. This date shall be extended for any noticed Force Majeure consistent with Section 9.6.

Section 3.7. Incremental Value. Developer agrees the Projected Value Increment shall be as described in Section 2.3, above.

Section 3.8. Construction. Developer agrees to develop the Property and to construct all buildings and structures thereon in accordance with the Plans and Specifications, as filed and approved in final form by the City. However, during the progress of the Project, Developer may

make changes to the Plans and Specifications as may be in furtherance of the general objectives of the Plans and Specifications and this Agreement and as site conditions or other issues of feasibility may dictate to further the Developer's development objectives; provided, however, any such change shall comply with all applicable laws of the City and Developer may not make any material change to the size, design or structure without the written consent of the City. The City agrees to consider and approve or reject any non-material proposed change within thirty (30) days after submittal by the Developer to the City or such consideration is deemed rejected. Such requests for approval shall be submitted to the City Clerk, as representative of the City.

Section 3.9. Project Estimates. The Tax Increment Value and Tax Increment Revenue projections delineated on the Schedule attached hereto as Exhibit D are projected to be generated from the Project, pursuant to the current TID District Plan and this Development Agreement. These projections are included for illustrative purposes only. The actual MRO payments to be made by the City for any given tax year shall be as described under Section 4.4., below.

Section 3.10. Easements. Easements on the Property for municipally owned storm sewer, water mains, and sanitary sewer shall be granted to the City or its designee where necessary, by mutually agreed upon separate document or pursuant to a CSM, in accordance with detailed utility plans approved by the City Engineer, or designee.

Section 3.11. Restriction on Future Structures. No future structures, including but not limited to fencing, utility buildings and tool sheds, shall be constructed or installed on any portion of the Property without City's approval. The definition of structure shall be the definition contained within the City's Zoning Code.

Section 3.12. Property Maintenance. Developer agrees to make improvements to the Project as shown on Exhibit B in accordance with the approved Plans and Specifications. Developer agrees to maintain the Project in compliance with all federal, state and local laws, regulations or codes for as long as it owns the Property, but not less than the Term of this agreement.

Section 3.13. Utility Connections. Developer will make connections to existing public water and sewer mains as needed in accordance with detailed utility plans approved by the City Engineer or designee, and according to City specifications. Developer agrees to repair all sidewalk, curb and gutter, and street and restore all landscape areas within the public right-of-way upon making those connections.

Section 3.14. Curb Cuts. Developer will remove curb cuts and aprons where existing driveways will not be utilized as part of the Project and replace the curb cut with a full curb section to match the existing curb detail. Developer will landscape the terraces upon apron removal.

Section 3.15. Storm Sewer Repair. Developer will use due care when constructing near the existing storm sewers. If at any time during Developer's ownership of the Property, or the Term of this Agreement the structure of the storm sewer is damaged by an improvement on the Property,

Developer will restore the storm sewer so as to provide an adequate structure to allow anticipated use of the improvements without reducing the capacity of the storm sewer.

Section 3.16. Storm Water Management Facilities. Developer shall construct storm water management facilities in accordance with plans, specifications, and storm water management plan approved by the City Engineer or designee.

Section 3.17. Utility and Tax Payments. Developer shall promptly and timely pay all utility bills and its real property taxes levied against the Property when due through the latter of during Developer's ownership of the Property, or the termination of this Agreement.

Section 3.18. Personal Obligation. Developer's obligations hereunder shall be personal to Developer and shall not be assigned without the prior approval of the City per the provisions of Section 9.3., below.

Section 3.19. Developer Certification. Developer agrees not to seek tax exempt status for any portion of the Property or to convey any portion of the Property to an entity that at the time of conveyance would result in the Property qualifying for tax exempt status without the prior approval of the City per the provisions of Section 9.2., below.

Section 3.20. Restriction on Waste. Developer shall not cause a reduction in the real estate taxes payable on any of the Property through willful destruction of any improvements it makes on the Property.

Section 3.21. Developer's Cooperation. Developer agrees to work in good faith in assisting the City with applications for funds from state and federal agencies and private entities the City may seek to assist with development within the TID District and the City's obligations as described in Article 4 hereof.

ARTICLE IV UNDERTAKINGS OF THE CITY

Section 4.1. Appropriation. The City shall make all contributions appropriated for the performance of its obligations under this Agreement as described in this Article.

Section 4.2. City's Cooperation. The City shall reasonably cooperate with Developer throughout the implementation of the Development Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

Section 4.3. TID. The City has created TID 12 and adopted Res. No. 2021-003 on August 3, 2021, authorizing the funds from TID 12 to support the Development Project within the district.

Section 4.4. City Contribution. The City Contribution under this Agreement is conditioned upon Developers compliance with all its obligations under this Agreement.

- 4.4.1. Subject to all of the terms covenants and conditions of this Agreement, applicable provisions of Wisconsin Law, and as inducement by the City to Developer to encourage Developer to undertake the commitments as outlined in Article 2 above; the City shall provide financial support for the Project to Developer to reimburse it for eligible costs and expenses as defined in Section 2.5 that it makes on the Property for construction of improvements and certain other expenditures, and as allowed under and pursuant to Wis. Stat. § 66.1105, (the “City Payment”) in the amount not to exceed Ninety Thousand Dollars and no/100 (\$90,000.00) City Contributions shall be made in compliance with Section 2.6 above.
- 4.4.2. The City will also support the application by Developer for the WEDC grant.
- 4.4.3. The Common Council of the City has determined in its discretion that any City Contribution to the Project costs is necessary to implement the goals of the TID Development Project Plan and is allowed under and pursuant to Section 66.1105 of the Wisconsin Statutes.
- 4.4.4. The City shall in any event not be required to fund this obligation for the City Payment from the general obligations of the City. The City’s obligation under this Subparagraph are a special and limited obligation subject to the City’s borrowing or bonding authority. While the City declares that it does have a present intention of providing such contribution, the City is not obligated to use any other source other than TID Development funds related to this Project.
- 4.4.5. If the Developer does not meet the performance criteria as stated in Article 3 of this Agreement, the City is not obligated to make any City Contribution to Developer until all such performance criteria in this Agreement are met. In the event that there is a deferral, in the payment of the City Payment, any deferred portion of the City Payment shall not accrue interest.

Section 4.5. Developer’s Documentation. Upon request by the City, the Developer shall review with City personnel, and provide copies of original invoice documentation, and other documentation reasonably requested by the City, establishing to the reasonable satisfaction of the City that the Developer has incurred and paid Project Costs in an amount of at least the Minimum Development Costs as described in Section 3.2., above, for the Project for documentary support of the City’s Contribution from the Project’s Tax Increment Revenue. In addition, the Developer shall review with City personnel, and provide an original fully executed sworn affidavit, from the Project’s architect or general contractor certifying that the actual amount spent on eligible Project Costs at the conclusion of construction of the Project equaled or exceeded the Minimum Development Costs as described in Section 3.2., above.

Section 4.6. Limited Obligation. Developer hereby acknowledges that the City Contribution, as evidenced by this Agreement, shall be a special and limited obligation of the City and not a general obligation. As a result of the special and limited nature of the City's obligation to make the City Contribution, Developer's recovery of the full amount of the City Contribution depends on factors including, but not limited to, future mill rates, changes in the assessed value of a Development Project, the failure of the Development Project to generate the Tax Increment Revenue at the rate expected by Developer, changes in the Tax Increment Law, and other factors beyond the City's and/or Developer's control.

Section 4.7. City's Covenants. City covenants to Developer that until the City Contribution has been made in full, or sufficient action has been completed to ensure the City Contribution, the City shall not close the TIF District prior to the end of the District's Statutory Life. Upon the end of the District's Statutory Life, or completion of the City Contribution, the City will be entitled to close the TIF District and no liability shall remain from the City to the Developer upon expiration of the TIF District.

Section 4.8. Lookback. The Parties understand that if the Development is successful then the MRO will be repaid sooner. Nonetheless, as a condition for providing the City's Contribution, the Parties agree to a lookback review to ensure the Developer's returns do not exceed a reasonable market rate investment return. Accordingly, upon the earlier of: (i) 5 years after the Development Project receives an occupancy permit; or (ii) the date that the Development Project is sold, the Developer shall provide the City an internal rate of return ("IRR") calculation for the Development Project based upon the Development Project's actual cash flow and any other financial documentation of its return on investment available for distribution to the Development Project's investors. Actual cash flow shall be based on financial statements prepared, reviewed, and certified by Developer's CPA. Up to, but no more than, 20% of the annual operating budget may be held from available cashflow as reserves for overages and capital improvements. The Developer shall cooperate with the City and provide to the City such information for inspection and review. Should the IRR exceed 25%, then the City Contribution to the Developer under the MRO pursuant to Sections 2.5 – 2.8., above, shall be reduced by an amount sufficient to cause the IRR to equal 25%. The IRR calculations under this paragraph will take into account any post-completion contributions of equity and/or member (or partner) loans made by the Developer, Developer's affiliates, or Developer's private investors. In the event of a dispute as to the IRR, the matter shall be resolved by decision of a third-party accountant mutually agreed upon by the Parties. If the Parties are unable to agree upon an accountant within thirty (30) days, the dispute shall be resolved by arbitration in accordance with Wis. Stat. Ch. 788. The lookback provision is limited to a single review based on the above timing criteria; the City shall not require additional lookback reviews of the Development Project or future owners of the Property.

ARTICLE V

PROPERTY BASE VALUE

Section 5.1. Base Value. City represents and agrees that the full equalized base value of the Property as of January 1, 2021, is One Hundred Fifty-Seven Thousand Seven Hundred dollars and no/100 (\$157,700.00) (“Base Value”). Any Value of the Property above One Hundred Fifty-Seven Thousand Seven Hundred dollars and no/100 (\$157,700.00) is Tax Increment Value. All taxes paid on Tax Increment Value are part of Tax Increment Revenue.

ARTICLE VI COVENANTS RUNNING WITH THE LAND

Section 6.1. Covenants. This Agreement constitutes the entire Agreement between the Parties, and all provisions of this Agreement shall be deemed to be covenants running with the land described on Exhibit A and shall be binding upon successors and assigns for the Term of this Agreement.

ARTICLE VII REMEDIES

Section 7.1. Time of the Essence. Time is of the essence as to all dates under this Agreement.

Section 7.2. Event of Default. In the event any Party defaults under this Agreement, which default is not cured within thirty (30) days after written notice thereof to the defaulting Party or within such extended period required to cure the default, provided cure efforts are undertaken in good faith within the thirty (30) period and the defaulting Party is diligently pursuing such cure, the nondefaulting Party shall have all rights and remedies available under law or equity with respect to the default, except as otherwise set forth in this Agreement. In the event of any default by any Party in making a payment required to another Party, the cure period for such monetary default shall be ten (10) days after delivery of notice thereof. In addition, and without limitation, any of the Parties shall have the following specific rights and remedies following such notice and failure to cure:

7.2.1. Injunctive relief;

7.2.2. Action for specific performance; and

7.2.3. Action for money damages.

7.2.4. Recovery of the Property as detailed in Section 7.3, below.

Notwithstanding the foregoing, in no event may City exercise or seek any rights of injunction or specific performance for Developer’s failure to commence the Project.

Section 7.3. Recovery of the Property.

7.3.1. If Construction does not commence as provided in Section 3.5, the City shall have the right to acquire the property from the Developer for the purchase price Developer paid for the Parcel. The City shall exercise this right by providing notice to Developer within 90 days of the date provided in Section 3.5.

7.3.2. If Construction is not completed as provided in Section 3.6, the City reserves the right to acquire the property from the Developer for the purchase price Developer paid for the Parcel plus the Incremental Value of the property on the date provided in Section 3.6. The City shall exercise this right by providing notice to Developer within 90 days of the date provided in Section 3.6.

Section 7.4. Reimbursement. Any amounts expended by the nondefaulting Party in enforcing this Agreement including reasonable attorneys' fees, together with interest provided for below, shall be reimbursed or paid to the nondefaulting Party which prevails in any such enforcement.

Section 7.5. Remedies are Cumulative. Except as specified in this Agreement, all remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

Section 7.6. Failure to Enforce Not Waiver. Failure to enforce any provision contained herein shall not be deemed a waiver of that Party's rights to enforce such provision or any other provision in the event of a subsequent default.

ARTICLE VIII INSURANCE

Section 8.1. Developer, its contractors, lessees, successors and assigns, shall, during their occupancy or ownership of the Property, purchase or cause to be purchased and continuously maintained in effect, insurance against such risks, both generally and specifically, with respect to the private development, as are customarily insured against in developments of like size and character including, but not limited to: Casualty Insurance, Comprehensive General Liability Insurance, Physical Damage Insurance, Builders' Risk Insurance and all other forms of insurance reasonably required generally by the State of Wisconsin for entities such as the owner and any lessees from time to time during the construction and operation of the Property. Such insurance shall be maintained in amounts and with terms of coverage generally customary to such Property. Such insurance shall name City as an additional insured as its interest may appear, except on any policy of Liability Insurance.

Section 8.2. In the event the Property is damaged or partially or fully destroyed, Developer shall cause the insurance proceeds from such loss to be used to promptly repair and restore the Property to its original condition.

ARTICLE IX
WRITTEN NOTICES AND MISCELLANEOUS

Section 9.1. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

FOR THE CITY:

City of Whitewater
Office of the Finance & Administrative Services Director
312 W Whitewater St
P.O. Box 178
Whitewater, WI 53190
Attention: Rachelle Blitch
RBlitch@Whitewater-wi.gov

With a copy to:

City of Whitewater
City Attorney's Office
312 W Whitewater St.
P.O. Box 178
Whitewater, WI 53190
Attention: Attorney Steven T. Chesebro
schesebro@whitewater-wi.gov

TO THE DEVELOPER:

Whipple Contractors LLC
S70W39675 County Rd N
Eagle, WI 53119
Attention: Brian Whipple
brian@elegantbuildersllc.com

With a copy to:

David Turiciano
4114 Chestnut St
Delavan, WI 53115
DavidTuriciano@turicianolaw.com
414-559-2406

Section 9.2. Restrictions of Sale, Transfer, Conveyance and Ownership. During the Term of this Agreement, neither Developer nor any future owner shall use, sell, transfer or convey

ownership of any of the Property to any person or entity in any manner which would render all or any part of the Property exempt from real property taxation, or would render the personal property located on any of the Property exempt from personal property taxation, without the prior written consent of the City. This obligation shall survive until the termination and closure of the TID District under this Agreement. In the event Developer receives an exemption from general real estate taxes, such may be deemed an event of default hereunder and City may exercise its rights under the Remedies clauses in Article 7 hereof. Developer shall execute and record deed restrictions effectuating this provision.

Section 9.3. Warranty of Developer; Non-Transferability. The City has entered into this Agreement with Developer, on the basis of the identity of the General Partner(s), and on the strength of their experience. Therefore, Developer hereby warrants and represents to the City that the General Partner(s) of Developer are as shown on Exhibit C, attached hereto. During the Term, Developer may not change General Partner(s) without the prior written consent of the City, which shall not be unreasonably denied, delayed or conditioned. During the Term, Developer shall not change management of the Property from the General Partner(s) without the prior written consent of the City, which consent shall not be unreasonably withheld. Any prohibited transfers under this Section, which have been made without securing the prior written consent of the City shall be considered an event of Default hereunder. In any event, any permitted or subsequent transferee hereunder must agree to be bound by the terms of this Development Agreement.

Section 9.4. Non-Discrimination Agreement. The Developer agrees that neither the Property nor any portion thereof, shall be sold to, leased or used by any Party in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, religion, marital status, age, handicap, or national origin and that construction, redevelopment, improvement, and operation of the Development shall be in compliance with all effective laws, ordinances and regulations relating to discrimination or any of the foregoing grounds.

Section 9.5. No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the Parties hereto and their permitted assignees, and no other Party shall acquire or have any rights under this Agreement or by virtue of this Agreement.

Section 9.6. Force Majeure. As used herein, the term “Force Majeure” shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by the City with respect to obligations of the City under this Agreement), alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence. Any party alleging Force Majeure has delayed its performance of obligations shall provide notice to the other party within

30 days of the events begging to cause delay and shall include in that notice an estimate on the anticipated amount of delay. The party shall then provide a second notice confirming the actual length of delay, the second notice shall be provided no later than 15 days after the anticipated end of the delay detailing the actual amount of the delay caused by the Force Majeure.

Section 9.7. Law Governing. The laws of the State of Wisconsin shall govern this Agreement. In the event of a dispute involving this Agreement, the Parties agree that venue shall be in Jefferson County, Wisconsin, Circuit Court.

Section 9.8. Execution in Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 9.9. Amendment. This Agreement may be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, in writing signed by all Parties.

Section 9.10. Severability of Provisions. If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions of this Agreement or any constitution or statute or rule of public policy, or for any other reason, then such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein invalid, inoperative, or unenforceable to any extent whatever. To the maximum extent possible, this Agreement shall be construed in a manner consistent with the powers of the City, including, but not limited to, their powers under the Tax Increment Law, § 66.1105, Wis. Stats., to achieve its intended purpose.

Section 9.11. Recording and Survival. The City shall record this Agreement against the Property with the Register of Deeds for Jefferson County, at the Developer's expense. All the terms and conditions of this Agreement shall survive the execution of this Agreement and the making of grants hereunder. This Agreement shall run with the land and be binding upon Developer and all of Developer's successors in interest. Every reference to Developer herein shall be a reference to Developer and all of Developer's successors in interest, including tax-exempt entities. This Agreement shall expire on the date of termination of the TIF District.

Section 9.12. Reservation of Rights. Nothing in this Agreement shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stat. § 893.80 or any other law.

Section 9.13. Vested Rights. Except as provided by law, or as expressly provided in the Agreement, no vested rights to develop the Project shall inure to Developer by virtue of this Agreement. Nor does the City warrant that Developer is entitled to any other approvals required for the construction of the Project as a result of this Agreement.

Section 9.14. Recitals. The representations and recitations set forth in Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph, subject to all of the terms and conditions in the balance of this Agreement.

Section 9.15. Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

Section 9.16. Representation. The Developer acknowledges that it has either had the assistance of legal counsel in the negotiation, review, and execution of this Agreement, or has voluntarily waived the opportunity to do so; that it has read and understood each of this Agreement's terms, conditions, and provisions, and their effects; and that it has executed this Agreement freely and not under conditions of duress.

Section 9.17. Authority. The individuals executing this Agreement on behalf of the Developer warrant and represent that they are duly authorized to bind the Developer to this Agreement. Developer warrants and represents that the execution of this Agreement is not prohibited by the Developer's articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. Developer shall provide proof upon request.

Section 9.18. Indemnification. Subject to the limitation described herein and except for any misrepresentation or any misconduct of any of the indemnified Parties, Developer and or its contractors shall indemnify, save harmless and defend the City and its respective officers, agents, and employees from and against any and all liability, suits, actions, claims, demands, losses, costs, damages, and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought (i) because of any Default or (ii) because of any injuries or damages received or sustained by any persons or property on account of or arising out of the construction and/or operations of the Project and the Property to the extent caused by the negligence or willful misconduct on Developer's part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time. This Section shall survive termination of this Agreement.

WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

DEVELOPER:

Whipple Contracts LLC

BY: _____

ACKNOWLEDGMENT

State of Wisconsin)
) ss.
County of)

Personally came before me this _____ day of _____, 2026 the above-named,
 _____ who acknowledged that he as
 _____, being authorized to do so, executed the foregoing
 instrument
 on behalf of Whipple Contractors LLC.

Notary Public, _____ County,
Wisconsin My Commission expires: _____

CITY OF WHITEWATER:

BY: _____
John Weidl, City Manager

ATTEST:

BY: _____
Heather Boehm, City Clerk

AUTHENTICATION

Signature(s) John Weidl, City Manager and Heather Boehm, City
Clerk, authenticated this ____ day of _____, 2026.

Attorney Steven T. Chesebro
Title: Member State Bar of Wisconsin

APPROVED AS TO FORM:

Steven T. Chesebro
City Attorney

EXHIBIT A

LEGAL DESCRIPTION

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

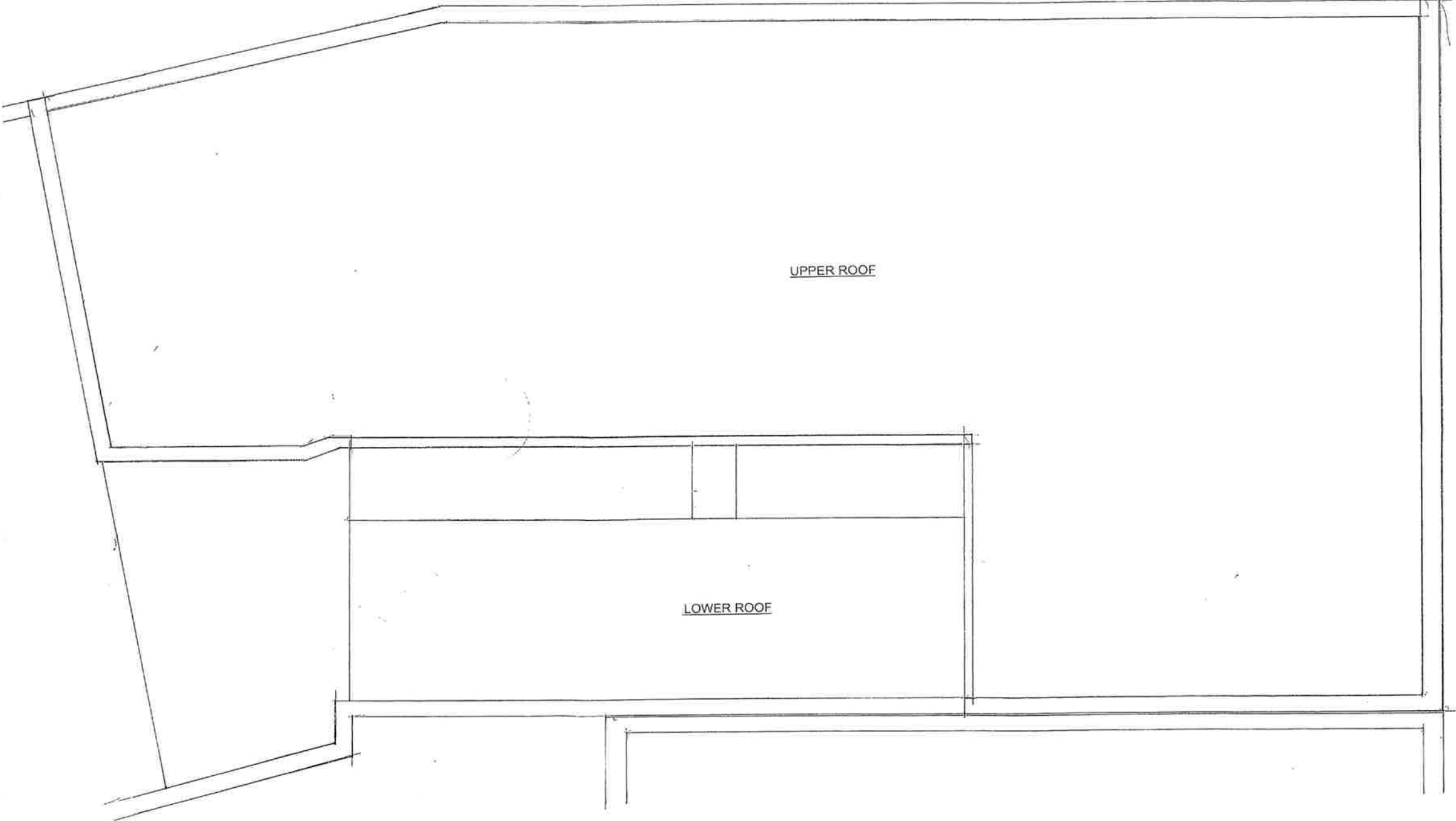
Also, another piece of land adjoining the last mention piece on the South and described as follows:

So much of the North 1/3 part of Lot 2 in said Block 8 as was not sold by Levi Powers to S. Clark by deed dated July 15, 1965, and recorded October 2, 1855, in Volume 21 of Deeds, page 581, Walworth County Records.

Also, a third piece of land described as follows:

A part of said Lot 3 in said Block 8 bounded as follows: Beginning on the North line of said Lot 3, 30 feet West of the Northeast corner and running Westly along the North line of the Lot, 20 feet, thence Southerly at right angles to the North line of the lot to the South line thereof; thence Eastelry on the South line 20 feet, thence Northerly to the place of beginning; being the proeprty known as the "Bower House" and extending from Main Street back to the North wall of property formerly known as the "Hucker Saloon" including use of the North Wall as a part wall.

EXHIBIT B
CONCEPT PLAN



1 ROOF PLAN

SCALE: 1/4"=1'-0"



**Michael Peine
Architects**

Commercial - Industrial
Design/Build Partnering

4617 N. Idewood Ave.
Whitewater, WI 53191
(608) 516-0551 Phone

e-mail: mpeine@wi.rr.com

PROJECT:

**BOWERS HOUSE HOTEL
Apartment Alteration**

OWNER:

TAMMY AND GREG APRHAMIAN

PROJECT ADDRESS:

187 W Main Street
Whitewater, WI 53190

CONTRACTOR:

CONTACT:

Drawing Issuance Schedule:

No.	Description	Date

General Notes:

Contractor to field verify all dimensions, levels and datums prior to starting the work. Any discrepancies or omissions shall be reported to the General Contractor and/or Architect.

All work shall be done in compliance with local codes, ordinances, rules and regulations.

No work shall be started until plans have been approved by the building inspector and all other agencies having jurisdiction.

Stamp:

Sheet Title:

Scale 1/4" = 1'-0"

Date

Sheet No.

A-4.0

MAY 7TH, 2024

12:00 PM 5/7/24

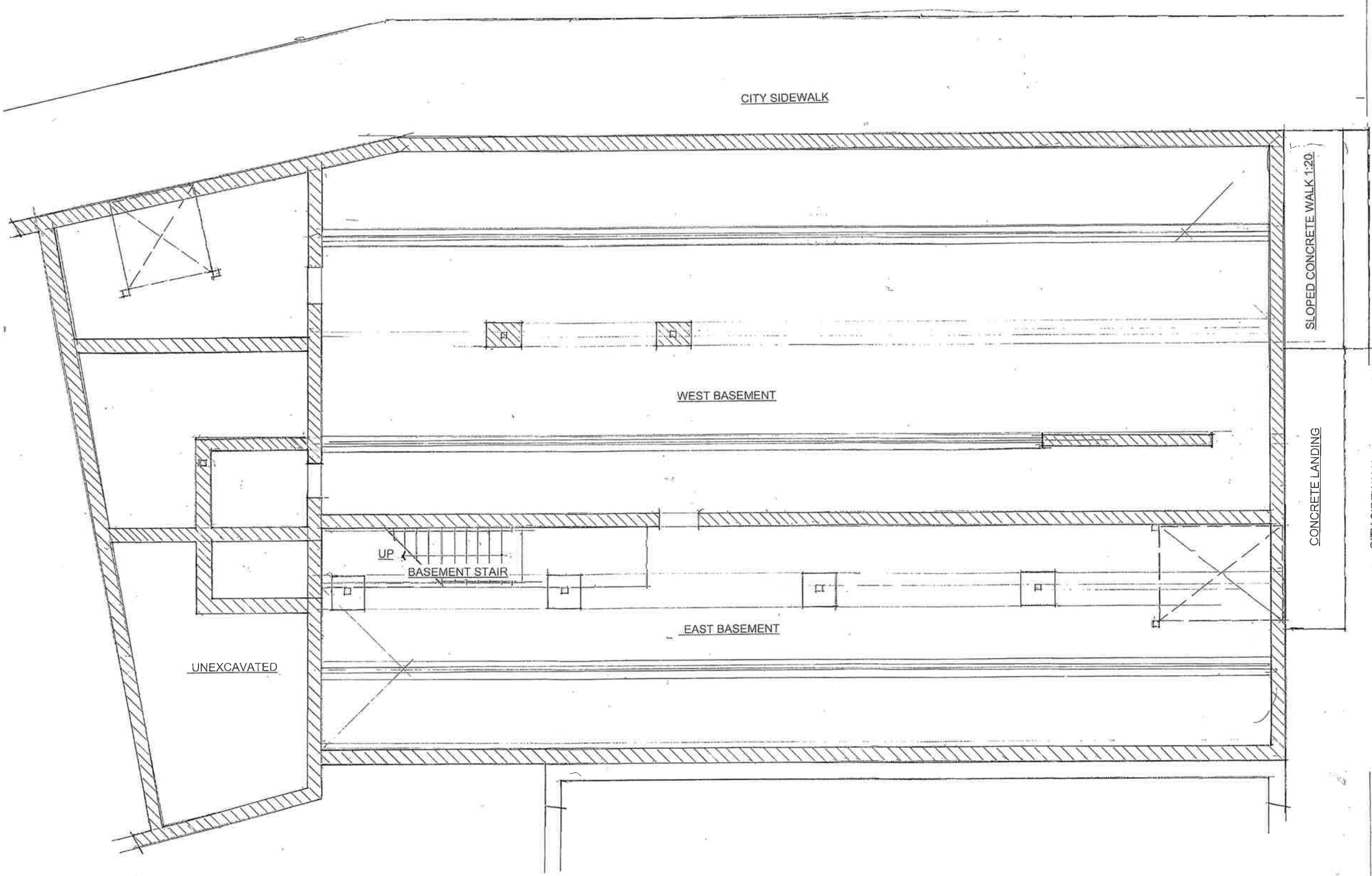


Michael Peine
Architects

Commercial - Industrial
Design/Build Partnering

4617 N. Idewood Ave.
Whitefish Bay, WI 53211
(608) 516-0531 Phone

Mpeinr54@icloud.com



1

BASEMENT PLAN

SCALE: 1/4"=1'-0"



GRAPHIC SCALE



Scale 1/4" = 1'-0"

Date

Sheet No.

A-0.1

MAY 7TH, 2024

VDL:sketch/rev/5/22

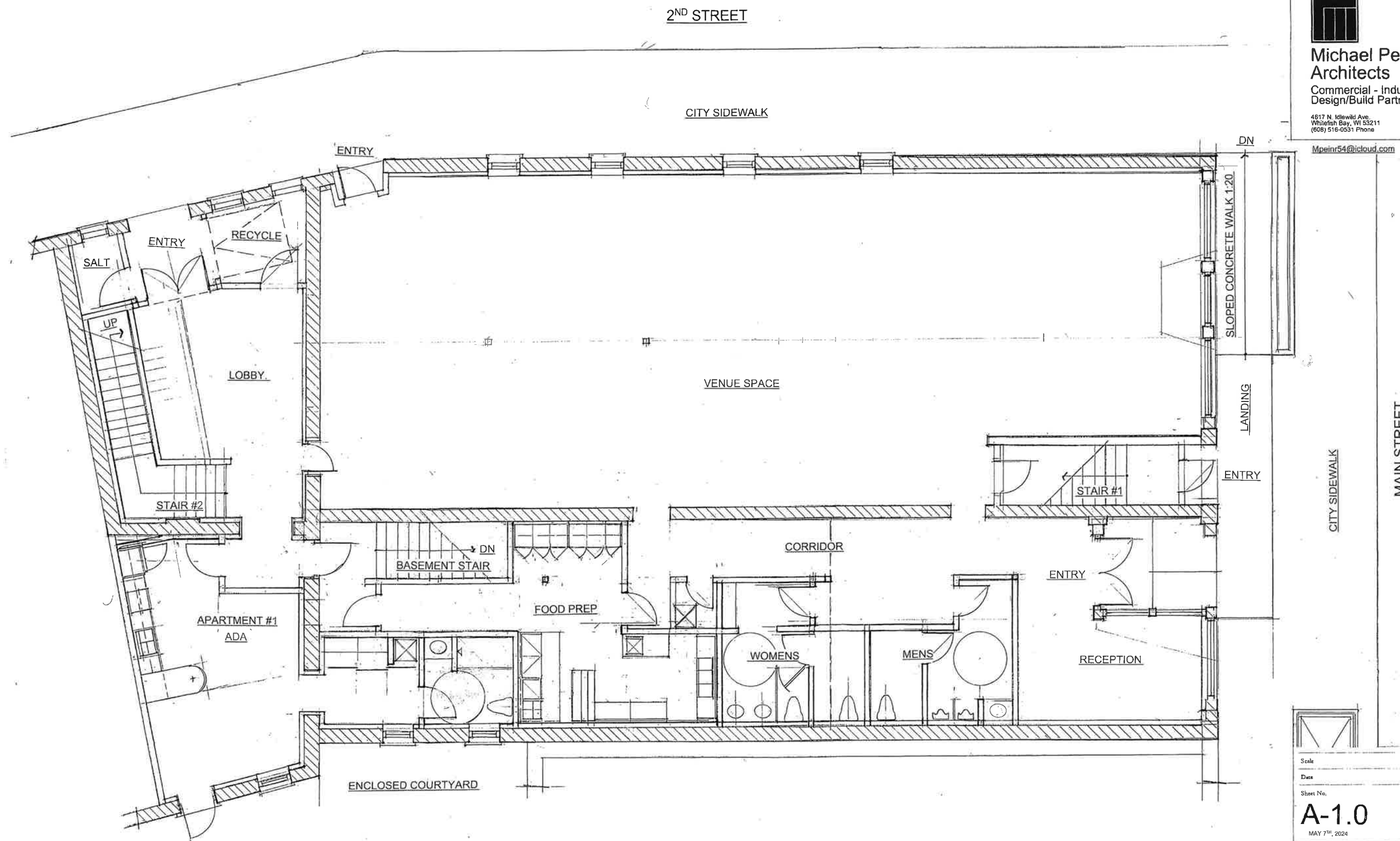


Michael Peine
Architects

Commercial - Industrial
Design/Build Partnering

4617 N. Idlewild Ave.
Whitfish Bay, WI 53211
(608) 516-0531 Phone

Mpeine54@icloud.com



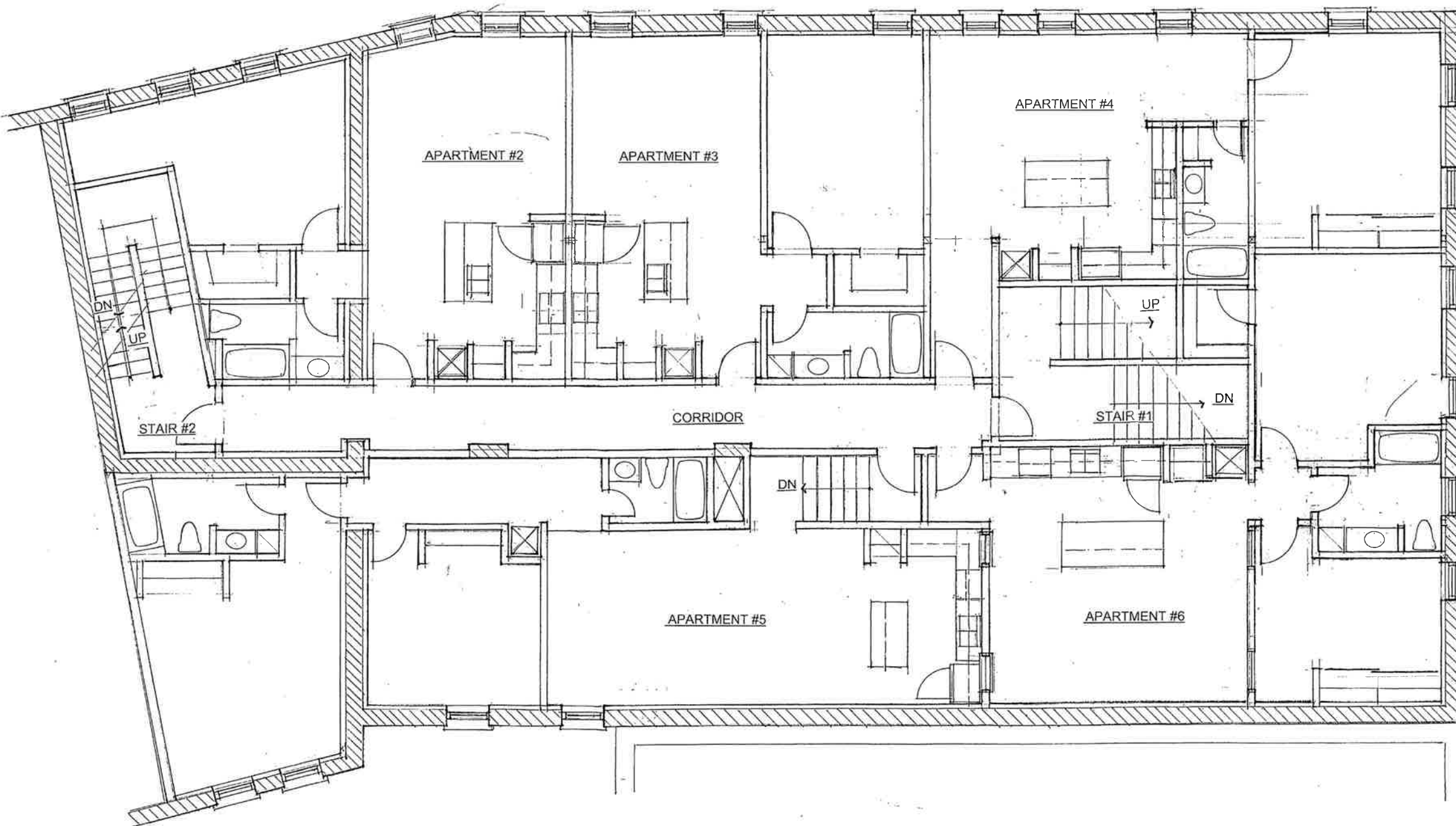
1 FIRST FLOOR PLAN

SCALE: 1/4"=1'-0"



Scale 1/4" = 1'-0"
Date
Sheet No.
A-1.0
MAY 7TH, 2024

W.D. SUTHERLAND ARCHITECTS P.C.



1 SECOND FLOOR PLAN
 SCALE: 1/4"=1'-0"
 NORTH
 GRAPHIC SCALE
 0 4 8 12 16



Michael Peine Architects
 Commercial - Industrial
 Design/Build Partnering

4617 N. Idlawild Ave.
 Whitefish Bay, WI 53211
 (608) 516-0531 Phone

mpeine54@icloud.com

PROJECT:
BOWERS HOUSE HOTEL
 Apartment Alteration

OWNER:
 TAMMY AND GREG APRHAMIAN

PROJECT ADDRESS:
 187 W Main Street
 Whitewater, WI 53190

CONTRACTOR:
CONTACT:

Drawing Issuance Schedule:

No.	Description	Date

General Notes:
 Contractor to field verify all dimensions, levels and datums prior to starting the work. Any discrepancies or omissions shall be reported to the General Contractor and/or Architect.

All work shall be done in compliance with local codes, ordinances, rules and regulations.

No work shall be started until plans have been approved by the building inspector and all other agencies having jurisdiction.

Stamp:

Sheet Title:

Scale 1/4" = 1'-0"

Date

Sheet No.

A-2.0

MAY 7TH, 2012

P&L 5/7/12 10:55 AM/5/7/12



**Michael Peine
Architects**
Commercial - Industrial
Design/Build Partnering

4617 N. Idlewild Ave.
Whitish Bay, WI 53211
(608) 516-0531 Phone

Mpeine54@icloud.com

PROJECT:

BOWERS HOUSE HOTEL
Apartment Alteration

OWNER:

TAMMY AND GREG APRHAMIAN

PROJECT ADDRESS:

187 W Main Street
Whitewater, WI 53190

CONTRACTOR:

CONTACT:

Drawing Issuance Schedule:

No.	Description	Date

General Notes:

Contractor to field verify all dimensions, levels and details prior to starting the work. Any discrepancies or omissions shall be reported to the General Contractor and/or Architect.

All work shall be done in compliance with local codes, ordinances, rules and regulations.

No work shall be started until plans have been approved by the building inspector and all other agencies having jurisdiction.

Stamp:

Sheet Title:

Scale 1/8" = 1'-0"

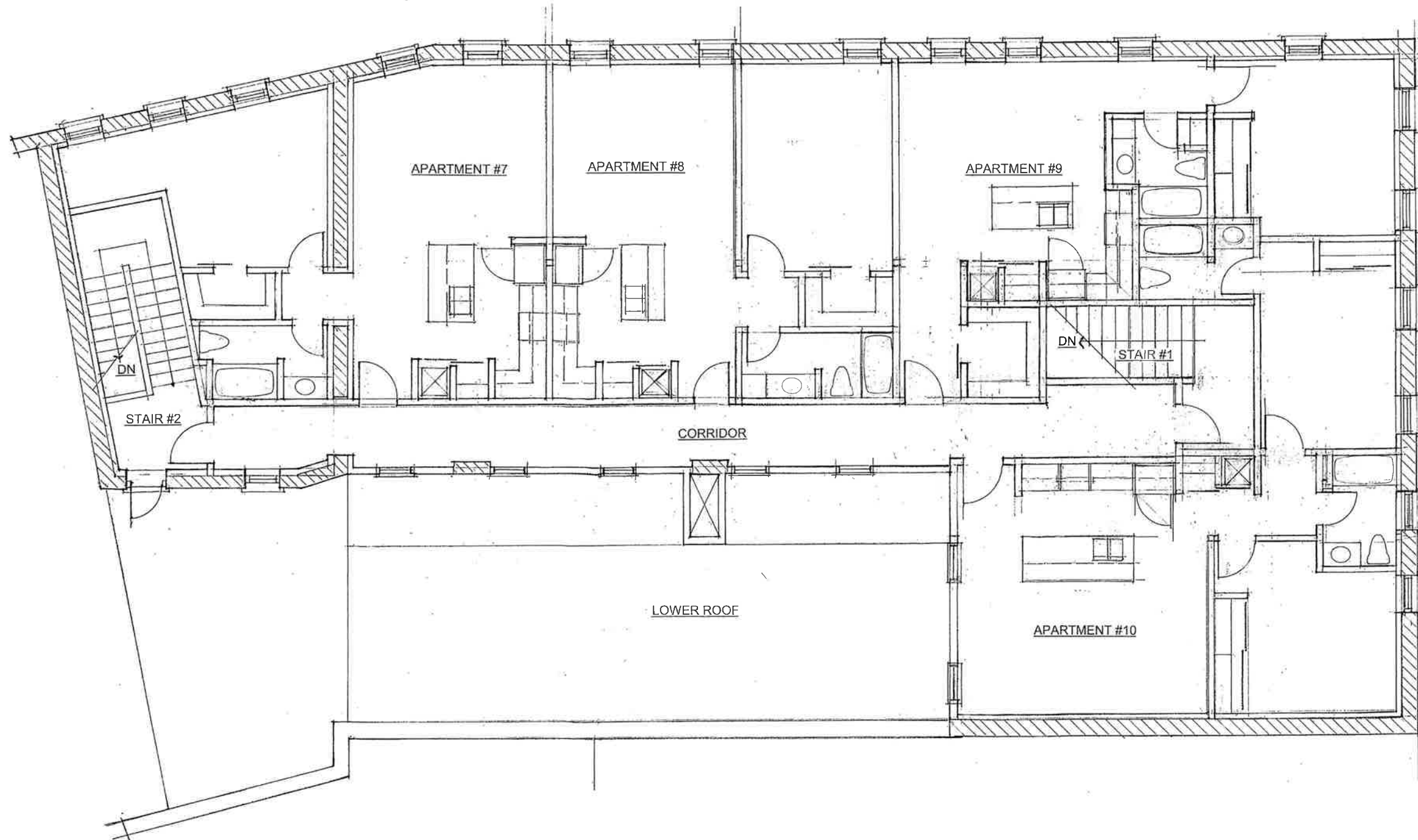
Date

Sheet No.

A-3.0

MAY 7TH, 2024

PK: 5/7/2024 10:00 AM



1 THIRD FLOOR PLAN

SCALE: 1/8" = 1'-0"

NORTH



GRAPHIC SCALE



EXHIBIT C
DEVELOPER'S GENERAL PARTNERS

Brian Whipple

EXHIBIT D

AGREEMENT TO UNDERTAKE DEVELOPMENT IN TAX INCREMENT DISTRICT NO. 12

MUNICIPAL REVENUE OBLIGATION

CITY OF WHITEWATER

\$#.##

This Municipal Revenue Obligation (the “Obligation”) is created pursuant to Wis. Stat. § 66.0621 this Day of , 2029 by the City of Whitewater, Walworth and Jefferson County, Wisconsin (the “City”) to Whipple Contracts LLC, its successors and assigns (“Developer”).

WITNESSETH

WHEREAS, the City and Developer have entered into an agreement to undertake Development in Tax Increment District No. 12 dated , , and recorded as document number with the County Register of Deeds. (the “Development Agreement”); and,

WHEREAS, this obligation is issued by the City pursuant to the Development Agreement; and,

NOW THEREFORE, in consideration of the forgoing recitals, which are incorporated into and made a part of this Agreement, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and the City hereby mutually agree as follows:

Section 1. TERMS DEFINED. Terms that are capitalized in this Obligation that are not defined in this Obligation and that are defined in the Development Agreement shall have the meanings assigned to such terms by the Development Agreement.

Section 2. PROMISE TO PAY. The City shall pay to Developer up to, but not to exceed, the amount of **DOLLAR AMOUNT AND (\$#.##)** solely from the Project’s Tax Increment, and, then, only from a sum limited and equal to exactly 70% of the Project’s Tax Increment actually paid, on an annual basis, minus any and all other debts or obligations otherwise owing to the City by virtue of the Development Agreement or otherwise. To the extent that on any payment date the City is unable to make a PAYMENT from the Project’s Tax Increment at least equal to the City Payment

due on such date as a result of having received, as of such date, insufficient Project Tax Increment, such failure shall not constitute a default under this Obligation and, except as hereinafter provided, the City shall have no obligation under this Obligation, or otherwise, to subsequently pay any such deficiency. Any payments on the Municipal Revenue Obligation, which are due on any payment due date, shall be payable solely from and only to the extent that, as of such payment date, the City has received Project Tax Increment. The term of this Obligation and the City's obligation are as exclusively and specifically provided in the Development Agreement. This Obligation shall terminate and the City's obligation to make any payments under this Obligation shall be discharged, and the City shall have no obligation and incur no liability to make any payments hereunder, after the date provided within the Development Agreement.

Section 3. LIMITED OBLIGATION OF CITY. This Obligation shall be payable solely from the Project's Tax Increment and shall not constitute a charge against the City's general credit or taxing power. The City shall not be subject to any liability hereunder, or be deemed to have obligated itself to pay Developer any amounts from any funds except the Project's Tax Increment, and then only to the extent and in the manner herein specified.

Section 4. PREPAYMENT OPTION. To satisfy in full the City's obligations under this Obligation, the City shall have the right to prepay all or a portion of the outstanding principal balance of this Obligation at any time, at par and without penalty.

Section 5. MISCELLANEOUS. This Obligation is subject to the Tax Increment Law and to the Development Agreement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

Dated this ____ day of _____, ____.

CITY OF WHITEWATER:

BY: _____
John Weidl, City Manager

ATTEST:

BY: _____
Heather Boehm, City Clerk

EXHIBIT E
SCHEDULE OF CITY PAYMENTS

City of Whitewater, WI

Tax Increment District No. 12

183-187 W. Main

Tax Increment Projection Worksheet - Walworth County

Type of District	Rehabilitation	Base Value	
District Creation Date	August 3, 2021	Appreciation Factor	
Valuation Date	Jan 1, 2021	Base Tax Rate	
Max Life (Years)	27	Rate Adjustment Factor	-0.50%
Expenditure Period/Termination	22 8/3/2043		
Revenue Periods/Final Year	27 2049		
Extension Eligibility/Years	Yes 3	Tax Exempt Discount Rate	N/A
Eligible Recipient District	Yes	Taxable Discount Rate	N/A

	Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	70% of increment paid as incentive
7	2027	2,000,000	2028	0	2,000,000	2029	\$17.68	35,361	24,753
8	2028		2029	0	2,000,000	2030	\$17.59	35,184	24,629
9	2029		2030	0	2,000,000	2031	\$17.50	35,008	24,506
10	2030		2031	0	2,000,000	2032	\$17.42	34,833	16,112
11	2031		2032	0	2,000,000	2033	\$17.33	34,659	
12	2032		2033	0	2,000,000	2034	\$17.24	34,486	
13	2033		2034	0	2,000,000	2035	\$17.16	34,313	
14	2034		2035	0	2,000,000	2036	\$17.07	34,142	
15	2035		2036	0	2,000,000	2037	\$16.99	33,971	
16	2036		2037	0	2,000,000	2038	\$16.90	33,801	
17	2037		2038	0	2,000,000	2039	\$16.82	33,632	
18	2038		2039	0	2,000,000	2040	\$16.73	33,464	
19	2039		2040	0	2,000,000	2041	\$16.65	33,297	
20	2040		2041	0	2,000,000	2042	\$16.57	33,130	
21	2041		2042	0	2,000,000	2043	\$16.48	32,965	
22	2042		2043	0	2,000,000	2044	\$16.40	32,800	
23	2043		2044	0	2,000,000	2045	\$16.32	32,636	
24	2044		2045	0	2,000,000	2046	\$16.24	32,473	
25	2045		2046	0	2,000,000	2047	\$16.16	32,310	
26	2046		2047	0	2,000,000	2048	\$16.07	32,149	
27	2047		2048	0	2,000,000	2049	\$15.99	31,988	
Totals		2,000,000		0		Future Value of Increment		706,603	90,000

EXHIBIT F
FIRE SUPPRESSION ESTIMATE OF
ELIGIBLE COSTS AND EXPENSES

Contract Proposal For Bower House

Date: July 27, 2026

Email: Whipplecontractors@gmail.com

Quote Number: 9403

To: Brian Whipple II
Whipple Contractors LLC
S70W39675 County Rd N
Eagle, WI 53119

Project: Bower House
187 Main St
Whitewater, WI 53190

Bid Documents by: Michael Peine
Plans/Specs Dated: 7/19/2024

Blair Fire Protection is pleased to present this proposal to provide a design build Automatic Fire Sprinkler System at the above referenced project. All work will be designed and installed in accordance with State, Local and National Fire Protection Association Code requirements.

Description of Work:

Provide design build services to install a new automatic fire sprinkler system as required for the existing building. Minimum 4" water service required for the system, and is to be installed by others if required. See below for more information.

System Description:

- The total area in this proposal includes approximately 10899 sqft.
- 1 wet-type automatic fire sprinkler system(s) in accordance with NFPA 13.
- Each system includes a riser assembly with control valves, alarms, test connection, and drain assembly.
- Black steel pipe (sch 7 mains and branchlines / sch 30 arms and drops) with welded outlets and grooved fittings meeting the requirements of NFPA 13.

Fire Sprinkler Head Information:

- Sprinkler heads will be spaced to meet all code requirements and will not necessarily be centered in ceiling tiles, nor be lined up with other ceiling Pendants
- Sprinkler heads in ceilings will be semi-recessed type. (white) Uprights
- Sprinkler heads in exposed structure areas will be brass upright type installed on exposed piping.

Lump Sum Price: \$69,894

Terms:

Proposal is valid for 7 days. Additional compensation may be required for material escalation if this proposal becomes outdated. Payment terms are net 30

See following pages for clarifications.

Please call me at 414-308-6813 with any questions.

Best Regards,

Cole Ellis



Keeping lives and property safe.

13111 W Silver Spring Drive
Butler, WI 53007
Tel 414-460-4006

www.blairfireprotection.com

Scope Clarifications for Bower House

Water Supply Information provided by: City of Whitewater Water

Date: 11/18/25 Static: 66 psi Residual: 64 psi Flow: 1180 gpm

Waterflow information is for estimating purposes only. If actual water supply flow or pressure is less, additional compensation may be required.

Design Criteria:

- Office/Venue area designed to Light Hazard occupancy at .10 gpm/sqft over 1,500 sqft with a hose demand of 100 gpm. (NFPA 13 (2019 Edition))
- Mechanical area designed to Ordinary Hazard Group 1 occupancy at .15 gpm/sqft over 1,500 sqft with a hose demand of 250 gpm. (NFPA 13 (2019 Edition))
- Residential Units area designed to Light Hazard Residential occupancy at .05 gpm/sqft over 4 sprinkler heads with a hose demand of . (NFPA 13R (2019 Edition))

Clarifications:

General clarifications

- It is the owner's or construction manager's responsibility to maintain a minimum of 40°F in all locations containing water filled piping during and after construction of this project. We have no costs included for temporary heat during construction, repairs to frozen piping, or for drywall repairs that may be necessary if piping is concealed prior to testing.
- The work will be installed by fire sprinkler fitters licensed in the State of Wisconsin.
- This proposal is based on installing the work from clean, unobstructed floors.
- We assume ample opportunity in the project schedule will be given to allow for our design and permitting, piping installations, and hydro-testing prior to ceiling/wall finishes being installed.
- Plans, hydraulic calculations and permits as required by the City of Whitewater and the State of Wisconsin are included.
- CAD files must be provided at no cost to prepare the fire sprinkler design if required.
- We will supply any lifts, ladders, scaffolding, etc. required to access this work.
- Taxes are included.

System clarifications

- A Double Detector Check backflow preventer, complete with (2) control valves and tamper switches.
- The required outside alarm bell/horn strobe will be provided. (must be installed by others)
- Fire Department Connection (FDC) will be a 5 inch Storz type in accordance with local requirements.
- In accordance with all codes, the fire department connection (FDC) shall be located to the approval of the Authority Having Jurisdiction. If there is a standpipe system in the building, the FDC must be within 100 feet of a hydrant. Fire hydrants are not included in this proposal.

Exclusions:

- Cutting or patching of finishes which may be needed to facilitate our installation.
- Painting pipes or protection of the fire sprinklers from paint or other adhesive building materials
- Any and all work with hazardous materials, including but not limited to Asbestos, Lead removal or abatement. The owner is responsible for removal in order to make the work space safe. There could be additional cost associated with delays.
- Installation of any electrical power, alarms wiring, detection devices, control panel, or monitoring system. Work is required to be done by others.
- Interstitial space protection on the lower level through 2nd floor (spaces to be filled completely with insulation).
- Fire extinguishers
- Dry system, exterior protection.
- The costs for the removal of identification stickers on piping as supplied from our vendors
- Repairs to finishes which may be installed prior to hydro testing of all piping and system equipment
- Any additional specialty type fire protection systems other than what is specifically included above. Examples of these systems include but are not limited to dry, deluge, pre-action, clean agent, wet chemical, dry chemical, etc.
- Additional insured party's costs for standard rates apply. (cost can be added, if requested)
- Any specialty labor requirements including but not limited to RPP, SBE, DBE, MBE, WHEDA, etc.
- MIC Provision: It is the owner's responsibility to evaluate the water supply and environmental conditions for the existence of microbes and conditions that contribute to Microbiological Influenced Corrosion.
- Overtime or shift work. Work will be completed during normal working hours. (between 7:00 am to 3:30 pm Monday through Friday)
- A fire pump is not included.
- The installation of a water main into the building is not included. The water main must be installed, hydrostatically tested and flushed per NFPA and local Code.
- Standpipe and/or hose valves are not included in this proposal.
- Costs for a performance and payment bond.