

## MEETING NOTICE

**Whitewater University Technology Park Board Meeting  
Wednesday, March 20, 2013 at 8:00 a.m.  
Whitewater University Technology Park Innovation Center  
1221 Innovation Drive, Whitewater, WI 53190**

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### AGENDA

1. Call to Order
2. Approval of Minutes from Feb. 16, 2013 Meeting
3. Review/Acceptance of Feb. 2013 Financial Reports [Clapper]
4. WUTP Architectural Review Committee Discussion (Document Forthcoming) [Clapper]
5. City of Whitewater Seed Capital Fund Update [Knight and Cannon]
6. Review of WUTP Covenants [Telfer and Clapper]
7. Whitewater Incubation Program (WhIP) Updates [Ehlen]
8. Strategic Priorities and Development and Plan Updates [Ehlen]
9. "Adjourn to Closed Session Not To Reconvene per Wisconsin Statute 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. Blackthorne Lease and Rates/Pricing [Ehlen, Clapper, Telfer, Knight]
10. Future Agenda Items
11. Future Meeting Dates Apr. 10, May 8, June 19
12. Adjournment

## MEETING MINUTES

**Whitewater University Technology Park Board Meeting  
Wednesday, Feb 13, 2013 at 8:00 a.m.  
Whitewater Innovation Center  
1221 Innovation Drive  
Whitewater, WI 53190**

**PRESENT:** Stephanie Abbott, Kevin Brunner, Cameron Clapper, John Chenoweth, Denise Ehlen, Bud Gayhart, Wally McDonell, Jessica Menke, Richard Moyses, Doug Saubert, Richard Telfer, and Mike Van Den Bosch

1. **Call to Order:** Richard Telfer called the meeting to order at 8:02 am.
2. **Approval of Minutes from Jan. 16, 2013 Meeting:** Kevin Brunner / Bud Gayhart moved approval of the minutes as written. The minutes were approved by consensus.
3. **Review/Acceptance of Jan. 2013 Financial Reports:** Doug Saubert provided an overview of the January financial reports. John Chenoweth / Gayhart moved to accept the Financial Reports. The reports were accepted by unanimous vote.
4. **WUTP Architectural Review Committee Discussion:** Cameron Clapper presented an overview of the rules of the zoning ordinance (19.38.020 Creating of Architectural Review Committee) and the draft Whitewater University Technology Park District Architectural Review Committee Rules of Governance. Article III Section 1 of the Rules of Governance includes a listing of Committee Members. Wally McDonell clarified the rules of governance as outlined in the draft. McDonnell recommended the Board review the covenants (again) prior to adopting Architectural Review Committee Rules of Governance. McDonell/Clapper sought clarification on a) the size of the Committee and b) the procedure that will be implemented/should an individual/company proposes building in the Technology Park (who receives/reviews plans). Kevin Brunner suggested, based upon Madison's Research Park experience, that the process be expeditious in order to be nimble and responsive to business needs. Gayhart suggested Latisha Birkeland serve as the recipient of the plans and be responsible for the primary/preliminary review and coordination of additional reviews. Telfer suggested a Committee comprised of three representatives—one each from the City, Community Development Authority, and the University. McDonell asked if the Board members should receive copies of plans. The Board recommended that members simply be notified that plans have been submitted for review and provide access.
5. **Innovation Center Facility / Security Discussion:** Ehlen presented an overview of the recent security issue and the proposal developed by Matt Amundson, Nicole Barlass, and Gary Albrecht. The group respectfully requests support to install a telephone and lock on the mail room door as well as a convex mirror enabling a view of the Innovation Street entrance from the reception area of the Center. The Board unanimously approved the request. The Board also encouraged the group to consider installing a window on the mail room door and to obtain cost estimates for installing cameras at all entrances. Ehlen will research options and provide cost estimates at a future meeting.
6. **City of Whitewater Seed Capital Fund Update:** Telfer provided an overview of the recent event launching the Whitewater Capital Catalyst Campaign Fund, featuring the Governor, Scott Walker, and the Vice President for the Wisconsin Economic Development Corporation, Lisa Johnson. Jeff Knight and/or Pat Cannon will provide an update on the fund at a future meeting.
7. **Whitewater Incubation Program (WhIP) Updates:** Ehlen provided an overview on WhIP and will provide a list of spring 2013 participants at the next meeting.

8. **Strategic Priorities and Development and Plan:** Ehlen provided an overview of the reassignment of the Executive Director responsibilities; short-term improvement strategies, action plans, and status updates; and the rough draft of the Whitewater University Technology Park and Innovation Center evaluation guides and action plan. Ehlen will route the drafts to all Board members via email. Updates will be provided via email and/or at each Board meeting during the transition.
9. **Future Agenda Items:** Board members should forward additional agenda items to Ehlen (copy to Liz Woolever and Telfer).
  - a. The Board will review the Whitewater University Technology Park Covenants at the next meeting.
  - b. A revised version of the Architectural Review Committee Rules of Governance will be presented at a future meeting.
  - c. Ehlen will provide cost estimates for security options at a future meeting.
  - d. Knight will provide Capital Catalyst Campaign Fund (seed fund) update(s) at a future meeting.
10. **Future Meeting Dates:** Mar. 20, Apr. 10, May 8, June 19
11. **Adjournment:** The meeting adjourned at 9:40 am by acclimation.

Respectfully submitted,  
Denise Ehlen for Cameron Clapper  
Secretary of the Whitewater University Technology Park Board



## SHORT-TERM IMPROVEMENT STRATEGIES/ACTIONS

Created 11 February 2013  
 By Denise Ehlen for the  
 Whitewater University Technology Park Board

### FACILITIES MANAGEMENT

Tasks	What Needs Improvement?	Strategies for Improvement and Status	Who Will be Responsible?	Time Frame?
Complete Records Inventory (electronic and paper).	Records must be consolidated, updated, and organized	<ul style="list-style-type: none"> <li>Identified majority of records.</li> <li>Utilize ORSP records management plan/strategies to organize both paper and electronic files.</li> <li>Communicate index with stakeholders</li> </ul>	Denise Ehlen Debra Pond	1 Feb 13 to <del>25 Mar 13</del> <u>65% Complete</u>
Complete Key Inventory.	Key log must be updated and maintained.	<ul style="list-style-type: none"> <li>Completed inventory of keys and reviewed current log.</li> <li>Started log updates.</li> <li>Locate missing key (118 and conference phone tether).</li> </ul>	Denise Ehlen Debra Pond	1 Feb 13 to 19 Feb 13 <u>Complete</u>
Dismantle Executive Director's Office and Assistant's Office.	Better utilize existing suites/office space to support the Innovation Center Management team.	<ul style="list-style-type: none"> <li>Relocate Executive Director's and Administrative Assistant's furniture, technology, etc. to WhIP spaces and/or return to University.</li> <li>All items have been relocated within the Center; must identify what items will remain at the Center and what items will be relocated</li> </ul>	Debra Pond	1 Feb 13 to 28 Feb 13 <u>Complete</u>
Develop Storage Solution(s) for Innovation Center.	Currently furniture, equipment, etc. are located in a variety of locations in the facility. A single consolidated storage plan/location must be developed and implemented.	<ul style="list-style-type: none"> <li>Completed inventory of furniture, equipment, technology, etc.</li> <li>Develop storage plan.</li> <li>Purchase storage solutions.</li> <li>Relocate items.</li> </ul>	Debra Pond	1 Feb 13 to 28 Feb 13 <u>Complete-Cost proposal developed</u>

## BOARD / INNOVATION CENTER DOCUMENTS

Tasks	What Needs Improvement?	Strategies for Improvement and Status	Who Will be Responsible?	Time Frame?
Complete Policy and Procedures Inventory (electronic and paper).	Policies and procedures must be consolidated, updated, and organized.	<ul style="list-style-type: none"> <li>• Identified majority of policy/procedure drafts.</li> <li>• Completed 30% of review/edits; must finalize remaining review/edits.</li> <li>• Develop and implement a policy/procedure maintenance/review plan.</li> <li>• Communicate plan and policies with/to stakeholders.</li> </ul>	Denise Ehlen Debra Pond	1 Feb 13 to 22 Mar 13 <u>On target</u>
Complete Lease, Contract, Memoranda of Understanding, etc. Inventory.	Facility leases, contracts, memoranda of understanding, etc. must be located, logged, and maintained in a coordinated/systematic way.	<ul style="list-style-type: none"> <li>• Complete inventory of leases, contracts, MOUs, etc. Inventory is 50% complete.</li> <li>• Develop and implement a lease/contracts/MOUs maintenance/review plan.</li> <li>• Communicate plan and policies with/to stakeholders.</li> </ul>	Denise Ehlen Debra Pond	11 Feb 13 to 22 Mar 13 <u>On target</u>

## INNOVATION CENTER TENANT/CLIENT RECRUITMENT

Tasks	What Needs Improvement?	Strategies for Improvement and Status	Who Will be Responsible?	Time Frame?
Develop an Innovation Center Tenant/Client Recruitment Plan.	<p>University (faculty, staff, and student) pipeline should be increased and strategies developed to convert these entrepreneurs into paid tenancy.</p> <p>The Board/Innovation Center Management team should better leverage University contacts to develop a tenant/client pipeline.</p>	<ul style="list-style-type: none"> <li>• Explore short-term leasing options (for example, overflow work spaces, summer leases for faculty, staff, and students).</li> <li>• Develop strategies to convert WhIP iFellows into paying tenants.</li> <li>• Explore increasing University-managed spaces to increase tenancy to create an entrepreneurial ecosystem to increase demand for space as part of a coordinated marketing plan.</li> </ul>	Denise Ehlen Jeff Knight Pat Cannon Richard Telfer Bud Gayhart	1 Feb 13 to 1 Apr 13 <u>On target</u>
Increase Tenancy to 80%. Increase Revenue.	Diversify leasing and/or funding options	<ul style="list-style-type: none"> <li>• Coordinate with the CDA to leverage the Wisconsin Capital Catalyst funds to subsidize/support Center clients/tenants.</li> <li>• Market co-working lease options—leveraging University’s WhIP services—to offer smaller and more affordable leasing options to early stage enterprises and entrepreneurs.</li> <li>• Explore short-term leasing options (for example, overflow work spaces, summer leases for faculty, staff, and students).</li> <li>• Develop additional venture funds to support a variety of lease options.</li> <li>• Identify extramural grant opportunities to support tenants/clients.</li> <li>• Review conference room rates and policies. Develop strategies to increase revenue.</li> </ul>	Denise Ehlen Jeff Knight Pat Cannon Richard Telfer Bud Gayhart	1 Feb 13 to 1 Apr 13 <u>On target</u>

## MARKETING AND PUBLIC RELATIONS

Tasks	What Needs Improvement?	Strategies for Improvement and Status	Who Will be Responsible?	Time Frame?
<p>Complete Marketing and Public Relations Inventory (electronic and paper). Update existing tools and strategies. Develop and launch new strategies.</p>	<p>Marketing and public relations tools must be updated.</p> <p>A marketing plan must be developed and implemented.</p>	<ul style="list-style-type: none"> <li>• Develop marketing plan. Identified Marketing faculty member (iMentor) and student to develop marketing plan—for both the Park and the Center..</li> <li>• Review and revise web site, Facebook, and Twitter. Identified iCorps Scholars to provide social media / marketing support.</li> <li>• Create new marketing materials.</li> <li>• Create and launch newsletter to raise the Park’s and Center’s regional profile..</li> <li>• Develop PowerPoint for Technology Park and Innovation Center that can be used by stakeholders and ambassadors—WhIP iFellows (faculty/staff) and Launch Pad Scholars (students), for example—to engage in marketing (i.e. presentations, guest blogs, etc.)</li> <li>• Utilize the 2<sup>nd</sup> anniversary event to showcase WhIP. Launch Pad, USASBE, Capital Catalyst Fund AND market the Innovation Center/Technology Park. Identified Marketing and Media Relations staff to support event planning, marketing, and public relations.</li> </ul>	<p>Denise Ehlen Debra Pond iCorps Rob Boostrom Michael Montanye WhIP iFellows Launch Pad Scholars Jeff Angileri Bud Gayhart</p>	<p>8 Feb 13 to 22 Mar 13 <u>On target</u></p>

WHITEWATER UNIVERSITY TECHNOLOGY PARK SOURCE AND USE STATEMENTS - REVENUE

INCUBATOR INFLATION RATE <sup>2</sup>	3.00% INFLATION RATE			4.00% GRADUATION RATE						
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
INCUBATOR SPACE <sup>1</sup>	Year One	Year Two	Year Three	Year Four	Year Five	Year Six	Year Seven	Year Eight	Year Nine	Year Ten
<b>SMALL INCUBATOR LEASE RATES - 2ND FLOOR</b>										
1st Year Incubator Space Lease Rate per Unit	\$ 10,680	\$ 11,000	\$ 11,330	\$ 11,670	\$ 12,020	\$ 12,381	\$ 12,752	\$ 13,135	\$ 13,529	\$ 13,935
2nd Year Incubator Space Lease Rate per Unit		\$ 11,107	\$ 11,440	\$ 11,784	\$ 12,137	\$ 12,501	\$ 12,876	\$ 13,263	\$ 13,660	\$ 14,070
3rd Year Incubator Space Lease Rate per Unit			\$ 11,551	\$ 11,898	\$ 12,255	\$ 12,623	\$ 13,001	\$ 13,391	\$ 13,793	\$ 14,207
4th Year Incubator Space Lease Rate per Unit				\$ 12,014	\$ 12,374	\$ 12,745	\$ 13,128	\$ 13,521	\$ 13,927	\$ 14,345
<b>LARGE INCUBATOR LEASE RATES - 1ST FLOOR</b>										
1st Year Incubator Space Lease Rate per Unit	\$ 14,760	\$ 15,203	\$ 15,659	\$ 16,129	\$ 16,613	\$ 17,111	\$ 17,624	\$ 18,153	\$ 18,698	\$ 19,258
2nd Year Incubator Space Lease Rate per Unit		\$ 15,350	\$ 15,811	\$ 16,285	\$ 16,774	\$ 17,277	\$ 17,795	\$ 18,329	\$ 18,879	\$ 19,445
3rd Year Incubator Space Lease Rate per Unit			\$ 15,964	\$ 16,443	\$ 16,937	\$ 17,445	\$ 17,968	\$ 18,507	\$ 19,062	\$ 19,634
4th Year Incubator Space Lease Rate per Unit				\$ 16,603	\$ 17,101	\$ 17,614	\$ 18,143	\$ 18,687	\$ 19,247	\$ 19,825
<b>LARGE INCUBATOR LEASE RATES - 2ND FLOOR</b>										
1st Year Incubator Space Lease Rate per Unit	\$ 17,400	\$ 17,922	\$ 18,460	\$ 19,013	\$ 19,584	\$ 20,171	\$ 20,777	\$ 21,400	\$ 22,042	\$ 22,703
2nd Year Incubator Space Lease Rate per Unit		\$ 18,096	\$ 18,639	\$ 19,198	\$ 19,774	\$ 20,367	\$ 20,978	\$ 21,608	\$ 22,256	\$ 22,923
3rd Year Incubator Space Lease Rate per Unit			\$ 18,820	\$ 19,384	\$ 19,966	\$ 20,565	\$ 21,182	\$ 21,817	\$ 22,472	\$ 23,146
4th Year Incubator Space Lease Rate per Unit				\$ 19,573	\$ 20,160	\$ 20,765	\$ 21,388	\$ 22,029	\$ 22,690	\$ 23,371
<b>LAB INCUBATOR LEASE RATES - 1ST FLOOR</b>										
1st Year Incubator Space Lease Rate per Unit	\$ 16,250	\$ 16,737	\$ 16,737	\$ 17,240	\$ 17,757	\$ 18,289	\$ 18,838	\$ 19,403	\$ 19,985	\$ 20,585
2nd Year Incubator Space Lease Rate per Unit		\$ 16,900	\$ 17,407	\$ 17,929	\$ 18,467	\$ 19,021	\$ 19,592	\$ 20,179	\$ 20,785	\$ 21,408
3rd Year Incubator Space Lease Rate per Unit			\$ 17,576	\$ 18,103	\$ 18,646	\$ 19,206	\$ 19,782	\$ 20,375	\$ 20,987	\$ 21,616
4th Year Incubator Space Lease Rate per Unit				\$ 18,279	\$ 18,827	\$ 19,392	\$ 19,974	\$ 20,573	\$ 21,190	\$ 21,826
<b>CENTER ASSOCIATES LEASE RATES - 2ND FLOOR</b>										
1st Year Associate Space Lease Rate per Square Foot	\$ 3,843	\$ 3,959	\$ 4,077	\$ 4,200	\$ 4,326	\$ 4,455	\$ 4,589	\$ 4,727	\$ 4,869	\$ 5,015
2nd Year Associate Space Lease Rate per Square Foot		\$ 4,036	\$ 4,157	\$ 4,281	\$ 4,410	\$ 4,542	\$ 4,678	\$ 4,819	\$ 4,963	\$ 5,112
3rd Year Associate Space Lease Rate per Square Foot			\$ 4,228	\$ 4,354	\$ 4,485	\$ 4,620	\$ 4,758	\$ 4,901	\$ 5,048	\$ 5,199
4th Year Associate Space Lease Rate per Square Foot				\$ 4,420	\$ 4,552	\$ 4,689	\$ 4,830	\$ 4,975	\$ 5,124	\$ 5,278
Available Incubator SF				13,375						
<b>PRIVATE</b>										
Small Incubators										
1st Year Small Incubators	0	1	0	0	1	1	0	1	1	1
2nd Year Small Incubators	0	0	1	0	0	1	1	0	1	1
3rd Year Small Incubators	0	0	0	1	0	0	1	1	0	1
4th Year Small Incubators	0	0	0	0	1	0	0	1	1	0
Total Small Incubators	0	1	1	1	2	2	2	3	3	3
Large Incubators - 1st Floor										
1st Year Large Incubators - 1st Floor	0	1	0	1	0	1	0	1	0	1
2nd Year Large Incubators - 1st Floor	0	0	1	0	1	0	1	0	1	0
3rd Year Large Incubators - 1st Floor	0	0	0	1	0	1	0	1	0	1
4th Year Large Incubators - 1st Floor	0	0	0	0	1	0	1	0	1	0
Total Large Incubators - 1st Floor	0	1	1	2	2	2	2	2	2	2
Large Incubators - 2nd Floor										
1st Year Large Incubators - 2nd Floor	3	0	0	0	0	0	0	0	0	0
2nd Year Large Incubators - 2nd Floor	0	3	0	0	0	0	0	0	0	0
3rd Year Large Incubators - 2nd Floor	0	0	3	0	0	0	0	0	0	0
4th Year Large Incubators - 2nd Floor	0	0	0	3	3	3	3	3	3	3
Total Large Incubators - 2nd Floor	3	3	3	3	3	3	3	3	3	3
Lab Incubators - 1st Floor										
1st Year Lab Incubators - 1st Floor	0	1	0	0	0	1	0	0	0	1
2nd Year Lab Incubators - 1st Floor	0	0	1	0	0	0	1	0	0	0
3rd Year Lab Incubators - 1st Floor	0	0	0	1	0	0	0	1	0	0
4th Year Lab Incubators - 1st Floor	0	0	0	0	1	0	0	0	1	0
Total Lab Incubators - 1st Floor	0	1	1	1	1	1	1	1	1	1
Leased Square Footage	2,447	4,339	4,339	5,154	5,731	5,731	5,731	6,307	6,307	6,307
Percent of Incubator Space Occupied	18.3%	32.4%	32.4%	38.5%	42.8%	42.8%	42.8%	47.2%	47.2%	47.2%
Incubator Space Revenue Subtotal	\$ 52,200	\$ 97,229	\$ 101,118	\$ 121,291	\$ 137,576	\$ 140,021	\$ 145,570	\$ 163,171	\$ 168,503	\$ 171,802

CENTER ASSOCIATES

Center Associates - 2nd Floor											
1st Year Center Associates - 2nd Floor	1	1	1	0	1	1	1	0	1	1	
2nd Year Center Associates - 2nd Floor	0	1	1	1	0	1	1	1	0	1	
3rd Year Center Associates - 2nd Floor	0	0	1	1	1	0	1	1	1	0	
4th Year Center Associates - 2nd Floor	0	0	0	1	1	1	0	1	1	1	
<b>Total Center Associates - 2nd Floor</b>	<b>1</b>	<b>2</b>	<b>3</b>								
Leased Square Footage	192	384	577	577	577	577	577	577	577	577	
Small Incubators Occupied	1	1	1	1	1	1	1	1	1	1	
Percent of Incubator Space Occupied	1.4%	2.9%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	4.3%	
Incubator Space Revenue Subtotal	\$ 3,843	\$ 7,994	\$ 12,462	\$ 13,056	\$ 13,363	\$ 13,686	\$ 14,026	\$ 14,694	\$ 15,040	\$ 15,404	

<b>JEDI</b>										
Lease Rate per Unit	\$ 9,660	\$ 9,960	\$ 10,260	\$ 10,568	\$ 10,885	\$ 11,211	\$ 11,548	\$ 11,894	\$ 12,251	\$ 12,619
Small Incubators - 2nd Floor	0	0	0	0	0	0	0	0	0	0
Large Incubators - 1st Floor	0	0	0	0	0	0	0	0	0	0
Large Incubators - 2nd Floor	1	1	1	1	1	1	1	1	1	1
Lab Incubators - 1st Floor	0	0	0	0	0	0	0	0	0	0
Leased Square Footage	816	816	816	816	816	816	816	816	816	816
Percentage of Incubator Space Occupied	6.1%	6.1%	6.1%	6.1%	6.1%	6.1%	6.1%	6.1%	6.1%	6.1%
Incubator Space Revenue Subtotal	\$ 9,660	\$ 9,960	\$ 10,260	\$ 10,568	\$ 10,885	\$ 11,211	\$ 11,548	\$ 11,894	\$ 12,251	\$ 12,619

<b>UW-WHITEWATER</b>										
Small Incubators - 2nd Floor	2	2	2	2	2	2	2	2	2	2
Large Incubators - 1st Floor	1	1	1	1	1	1	1	1	1	1
Large Incubators - 2nd Floor	0	0	0	0	0	0	0	0	0	0
Lab Incubators - 1st Floor	2	2	2	2	2	2	2	2	2	2
Leased Square Footage	2,969	2,969	2,969	2,969	2,969	2,969	2,969	2,969	2,969	2,969
Percentage of Incubator Space Occupied	22.2%	22.2%	22.2%	22.2%	22.2%	22.2%	22.2%	22.2%	22.2%	22.2%
Incubator Space Revenue Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**SUBTOTAL INCUBATOR SPACE** \$ 65,703 \$ 115,183 \$ 123,839 \$ 144,915 \$ 161,824 \$ 164,919 \$ 171,143 \$ 189,759 \$ 195,795 \$ 199,825

Small Incubators Leased - 2nd Floor	3	4	4	4	5	5	5	6	6	6
Large Incubators Leased - 1st Floor	1	2	2	3	3	3	3	3	3	3
Large Incubators Leased - 2nd Floor	4	4	4	4	4	4	4	4	4	4
Lab Incubators Leased - 1st Floor	2	3	3	3	3	3	3	3	3	3
Leased Square Feet	6,423	8,507	8,699	9,515	10,091	10,091	10,091	10,668	10,668	10,668
Incubator Space Percentage Occupied	48.0%	63.6%	65.0%	71.1%	75.4%	75.4%	75.4%	79.8%	79.8%	79.8%
Rental Square Footage Available	23,417	23,417	23,417	23,417	23,417	23,417	23,417	23,417	23,417	23,417
Rental Square Footage Filled	16,464	18,548	18,741	19,556	20,133	20,133	20,133	20,709	20,709	20,709
Rental Space Percentage Occupied	70.3%	79.2%	80.0%	83.5%	86.0%	86.0%	86.0%	88.4%	88.4%	88.4%

<b>ANCHOR INFLATION AND GRADUATION RATES<sup>4</sup></b>	<b>0.00%</b>	<b>INFLATION RATE</b>	<b>3.85%</b>	<b>FIRST GRADUATION RATE</b>	<b>3.70%</b>	<b>SECOND GRADUATION RATE</b>						
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022		
<b>ANCHOR SPACE</b>	<b>10,042 SF</b>	<b>2,047 Breakout SF</b>	<b>Year One</b>	<b>Year Two</b>	<b>Year Three</b>	<b>Year Four</b>	<b>Year Five</b>	<b>Year Six</b>	<b>Year Seven</b>	<b>Year Eight</b>	<b>Year Nine</b>	<b>Year Ten</b>
	<i>Leased SF</i>	<i>% Anchor Space</i>	<i>Common-Breakout Allocation</i>	<i>Total SF</i>								
Anchor Tenant 1 - CESA #2	10,042	100.0%	2,047	12,089	\$ 84,895	\$ 84,895	\$ 84,895	\$ 88,160	\$ 88,160	\$ 88,160	\$ 91,425	\$ 91,425
TOTALS	10,042	100.0%	2,047	12,089	\$ 84,895	\$ 84,895	\$ 84,895	\$ 88,160	\$ 88,160	\$ 88,160	\$ 91,425	\$ 91,425
<b>SUBTOTAL ANCHOR SPACE</b>					\$ 84,895	\$ 84,895	\$ 84,895	\$ 88,160	\$ 88,160	\$ 88,160	\$ 91,425	\$ 91,425

<b>CENTER ASSOCIATES</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
	<b>Year One</b>	<b>Year Two</b>	<b>Year Three</b>	<b>Year Four</b>	<b>Year Five</b>	<b>Year Six</b>	<b>Year Seven</b>	<b>Year Eight</b>	<b>Year Nine</b>	<b>Year Ten</b>
Center Associates per Year	1	2	3	3	3	3	3	3	3	3
Center Affiliates Monthly Rate	\$ 297	\$ 297	\$ 297	\$ 297	\$ 297	\$ 297	\$ 297	\$ 297	\$ 297	\$ 297
<b>SUBTOTAL CENTER ASSOCIATES</b>	<b>\$ 3,560</b>	<b>\$ 7,120</b>	<b>\$ 10,680</b>	<b>\$ 10,680</b>	<b>\$ 10,680</b>	<b>\$ 10,680</b>	<b>\$ 10,680</b>	<b>\$ 10,680</b>	<b>\$ 10,680</b>	<b>\$ 10,680</b>

<b>CENTER AFFILIATES</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
	<b>Year One</b>	<b>Year Two</b>	<b>Year Three</b>	<b>Year Four</b>	<b>Year Five</b>	<b>Year Six</b>	<b>Year Seven</b>	<b>Year Eight</b>	<b>Year Nine</b>	<b>Year Ten</b>
Center Affiliates per Year	3	10	20	30	30	30	30	40	40	40
Center Affiliates Monthly Rate	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150
<b>SUBTOTAL CENTER AFFILIATES</b>	<b>\$ 5,400</b>	<b>\$ 18,000</b>	<b>\$ 36,000</b>	<b>\$ 54,000</b>	<b>\$ 54,000</b>	<b>\$ 54,000</b>	<b>\$ 54,000</b>	<b>\$ 72,000</b>	<b>\$ 72,000</b>	<b>\$ 72,000</b>

RENTAL SPACE	1,932 SF	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
		Year One	Year Two	Year Three	Year Four	Year Five	Year Six	Year Seven	Year Eight	Year Nine	Year Ten
Training Room 101 Daily Rentals per Year		20	20	20	20	20	20	20	20	20	20
Rental Fee per Day		\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350	\$ 350
Subtotal Daily Rentals		\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000
Evening/Weekend Rentals per Year		3	3	3	3	3	3	3	3	3	3
Rental Fee per Day		\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
Subtotal Evening/Weekend Rentals		\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500
Instructional/Academic Rental Hours/Month		100	100	100	100	100	100	100	100	100	100
Instructional/Academic Rental Hourly Rate		\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
Subtotal Instructional/Academic Rentals		\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
<b>SUBTOTAL RENTAL SPACE</b>		<b>\$ 13,000</b>									

GRANTS	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
	Year One	Year Two	Year Three	Year Four	Year Five	Year Six	Year Seven	Year Eight	Year Nine	Year Ten
EDA Auto Industry	\$ 7,500	\$ 7,500	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SBA Innovation Center Operating Expenses	\$ -	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000
Other A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>SUBTOTAL GRANTS</b>	<b>\$ 7,500</b>	<b>\$ 182,500</b>	<b>\$ 182,500</b>	<b>\$ 175,000</b>						

DONATIONS/CONTRIBUTIONS/OTHER REVENUE	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
	Year One	Year Two	Year Three	Year Four	Year Five	Year Six	Year Seven	Year Eight	Year Nine	Year Ten
City of Whitewater/CDA	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Private Donation/Other A	\$ 126,233	\$ 129,002	\$ 131,770	\$ 134,539	\$ 165,829	\$ 167,146	\$ 168,489	\$ 169,859	\$ 171,256	\$ 172,681
<b>SUBTOTAL DONATIONS/CONTRIBUTIONS</b>	<b>\$ 146,233</b>	<b>\$ 149,002</b>	<b>\$ 151,770</b>	<b>\$ 154,539</b>	<b>\$ 165,829</b>	<b>\$ 167,146</b>	<b>\$ 168,489</b>	<b>\$ 169,859</b>	<b>\$ 171,256</b>	<b>\$ 172,681</b>

LAND COMMISSIONS	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
	Year One	Year Two	Year Three	Year Four	Year Five	Year Six	Year Seven	Year Eight	Year Nine	Year Ten
Acres Sold	0	0	0	0	0	0	0	0	0	0
Price per Acre	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
Total Sale Price	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>SUBTOTAL LAND COMMISSION REVENUE (10% OF SALE)</b>	<b>\$ -</b>									

<b>TOTAL REVENUE</b>	<b>27,396 Total Rentable SF</b>	<b>\$ 322,731</b>	<b>\$ 569,699</b>	<b>\$ 592,004</b>	<b>\$ 629,613</b>	<b>\$ 657,813</b>	<b>\$ 662,225</b>	<b>\$ 673,057</b>	<b>\$ 711,043</b>	<b>\$ 718,476</b>	<b>\$ 723,931</b>
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#### ASSUMPTIONS

<sup>1</sup> - Rates herein determined using cost per square foot for calculations only. Final rates will be presented as cost per incubator space, not per square foot.

<sup>2</sup> - Incubator space lease rates are on a graduation policy in this model.

<sup>3</sup> - Leases and revenues are based on a calendar year.

*This document has been designed for planning purposes only*

Document No.

WHITEWATER UNIVERSITY  
TECHNOLOGY PARK COVENANTS

Return to:  
Wallace K. McDonell  
P.O. Box 59  
Whitewater, WI 53190

/WUP00322, /WUP00323  
/WUP00333, /WUP00003F

**Note: also need to include  
parcel # from SW corner**

Parcel Numbers

**KNOW ALL MEN BY THESE PRESENTS** that the City of Whitewater, Wisconsin, a municipal corporation, as the owner of the land described below, in order to assure the public and future owners of parcels included in said lands being developed as a university technology park by the City of Whitewater and the orderly and compatible development and use of said lands, hereby declares that the lands described below and the building parcels and/or lots resulting from subsequent divisions or re-divisions of said lands by the City of Whitewater, shall be subject to the following provisions, restrictions and covenants, which shall be covenants running with the land, intending hereby to preserve the value of the lots and parcels contained within the area described below. The City of Whitewater has, and is continuing to undertake, the development of certain lands located in the City of Whitewater for the Whitewater Business Park and incident thereto, has imposed certain covenants and restrictions on said other lands and may further impose such covenants and restrictions on other lands in the future, which covenants and restrictions, though similar to the covenants and restrictions imposed hereunder, are intended to be, and shall be construed to be separate covenants and restrictions from those set forth herein. It is specifically intended that the covenants and restrictions imposed hereunder are completely separate and distinct from such covenants and restrictions imposed on said lands, and that the covenants and restrictions hereby imposed are to be considered, administered and enforced separately and distinctly from the covenants and restrictions now imposed on lots and parcels located in the Whitewater Business Park. Notwithstanding the foregoing, the covenants and restrictions established and provided for under this declaration may, in the future, be imposed on lots or parcels. In the event these covenants are in the future so imposed on lots, parcels or lands, such additional lands and the application of these covenants and restrictions with respect to such additional lands shall be considered, administered and

enforced with all other lands subjected to these covenants and restrictions separately and distinctly from the covenants and restrictions now imposed on lots and parcels located in the Whitewater Business Park. All further references in this Declaration of Covenants and Restrictions to the term "Technology Park" shall be deemed to mean those lands from time to time specifically subjected to this Declaration of Covenants and Restrictions. If these covenants address matters set forth in City of Whitewater ordinances, the more restrictive provision shall control.

### **Description of Land**

The land which is subjected to these restrictions and which the City of Whitewater is undertaking development of for Technology Park purposes is more particularly described as follows, to-wit: **[to be added]**, and any future lots which may be created by further division or re-division thereof by the City of Whitewater.

### **1. GENERAL PROVISIONS.**

- a. It is the intent of this declaration that all structures and uses erected, enlarged, added to, altered, used, and maintained shall be designed, constructed and used so as to meet all applicable State of Wisconsin laws, administrative codes, and City of Whitewater Municipal Codes pertaining to building construction, sanitation and zoning, to provide for a compatible and aesthetically pleasing development.
- b. No building or improvement shall be erected, placed or altered on any building site in the Technology Park until the plans and use for such building or improvement, including site plans, landscaping plans, building plans, and engineering specifications, have been approved by the WUTP Architectural Review Committee.
- c. All proposed construction shall be completed within one year of commencement, except as otherwise indicated herein.
- d. Alternative and redundant energy systems and methods, such as wind, solar, and geothermal, are encouraged in order to generate energy on-site, primarily for the principal use on the site or for other principal uses within the technology park.
- e. Use of parcels covered by these covenants shall be occupied only for uses permitted under zoning classification WUTP Zoning District and shall be limited to trades or industries of a restrictive character which are not detrimental to the Technology Park or to the adjoining residential areas by reason of appearance, noise, dust, smoke, odor or similar condition as hereinafter provided. Any use, the normal operation of which causes objectionable appearance, noise, odor, dust or smoke, shall be prohibited.

### **2. TECHNOLOGY PARK LOT DEVELOPMENT**

- a. All buildings, improvements, structures, additions or alterations shall meet all minimum yards

and setbacks as specified in the WUTP zoning district in which the land is located.

- b. The combination of all buildings, other roofed structures, all parking, driveways, loading areas and other paved area (except for approved pervious pavement applications, green building roofs, or similar features that allow infiltration) shall cover no more than seventy (70) percent of the total lot area. At least thirty (30) percent of the total lot area shall be landscaped green area or other approved infiltration area, such as a green roof or pervious pavement.
- c. The position of buildings and parking on all lots shall be in general accordance with Exhibit A (Whitewater University Technology Park, Lot Standards & Conceptual Site Configurations), except where the Architectural Review Committee agrees that an alternative arrangement will be more in keeping with the limitations and opportunities of the lot, with pre-existing development on adjacent lots, or with both.

### **3. PARKING AND ACCESS.**

- a. Parking of all vehicles shall be prohibited at all times within minimum front and street side yards as specified under the zoning district in which the land is located. Parking of vehicles, other than passenger vehicles, shall be prohibited at all times within fifty (50) feet of any street right-of-way.
- b. For lots that abut either Innovation Drive or Howard Road, a maximum of one driveway with passenger vehicle parking spaces on both sides of that driveway shall be permitted along the Innovation Drive or the Howard Road sides of the principal building. In such cases, no parking spaces between the principal building and one of those two streets shall extend beyond the length of the nearest façade of the principal building.
- c. A parking lot may not extend any closer than twenty (20) feet from any residential zoning district.
- d. Access driveways and parking lots shall be separated from principal pedestrian walkways and recreational areas by pavement markings, curbs, planting areas, fences or other appropriate materials to ensure pedestrian safety. Walkways shall be provided to connect the principal building entrance to the parking lot and to the public sidewalk. Where these walkways cross parking areas and driving lanes they shall be clearly identified, either with different paving materials, such as brick or colored concrete (preferred) or with painted crosswalk striping.
- e. Parking lots shall be subdivided by landscaping so that no uninterrupted parking expanse exceeds one-half acre. Parking rows shall be separated from perpendicular drive lanes by a landscaped island or peninsula that extends the full length of the parking stall. All landscaped islands, areas, and buffers, shall have a minimum width of eight (8) feet, measured from the inside of any curb or frame, to ensure the long-term viability of trees planted there.
- f. Landscaping and berming shall be utilized to buffer parking areas from public rights-of-way.

A minimum of fifty (50) percent of the plant material in such locations shall be evergreen, in order to promote year round buffering, except that the Architectural Review Committee may consider a lower evergreen percentage where the berming is of sufficient height and placement to provide all-season buffering.

- g. All driveways and parking areas shall be paved and constructed with concrete curb and gutter, except where necessary to address progressive approaches to stormwater management, with all materials meeting the accepted standards of the construction trades. The curbing of driveways and parking areas shall further meet the standards within Exhibit B (City of Whitewater parking lot curbing guidelines) of these covenants, to the extent they do not conflict with the requirements of the previous sentence.
- h. For lots with frontage along Howard Road, private driveway access shall be to other public streets, and not to Howard Road, in order to maintain traffic flows along Howard Road.
- i. Adjacent lots with shared parking arrangements may have driveways and pedestrian walkways connecting parking areas and buildings, regardless of the lot on which the parking, driveways, or walkways are located.
- j. Bicycle racks shall be provided on each site. Bicycle racks shall be designed to allow the use of a U-shaped lock that secures the frame to the rack. The number of bicycle parking spaces provided shall be a minimum of one (1) per twenty (20) employees.
- k. All landscaping, drives, parking lots, and walks shall be completed within one (1) year of construction of the building, or within one (1) year of paving of the City street serving the property, whichever is later.

#### **4. BUILDING DESIGN.**

- a. All buildings shall be sited, designed, and constructed in such manner as to provide an aesthetically pleasing development, emphasizing building styles, designs, and materials that are modern or contemporary in nature, reinforcing a technology park theme, and that promote sustainability, energy-efficiency, and environmental responsibility.
- b. Buildings exceeding four (4) stories in height will not be allowed unless approved by the Architectural Review Committee after it finds that the building height will not be a detriment to the park and will be compatible with buildings on adjacent lots. Buildings under two stories are encouraged to establish vertical elements along the street facing façade, and vertical elements within the façade.
- c. New buildings shall be designed to be compatible with nearby buildings within the technology park, without discouraging creativity in design or promoting uniformity or monotony in architectural styles. Factors such as exterior materials, height, transparency and landscaping of the neighboring facility shall be considered in the design of a new building.

- d. No building shall be designed with long, uninterrupted, horizontal blank walls facing any public right-of-way or park. The primary entrance of the building shall face or be visible from the public right-of-way that provides principal access to the lot.
- e. Where possible, buildings shall be oriented east-west to gain maximum use of natural light. All principal buildings shall also incorporate features to promote energy efficiency and environmental responsibility, including but not limited to, transom or roof windows/skylights to promote natural light, alternative energy options such as building-mounted wind turbines or solar panels, green roofs, and use of recycled and locally-sourced building products. Buildings that are "LEED-certifiable" are encouraged.
- f. The front wall and street side wall of all principal buildings shall be faced with durable, decorative, and Technology Park-compatible material approved by the Architectural Review Committee, after review of plans submitted by applicant. Interior side walls of such a principal building shall have front and street side wall building treatments extended for a minimum distance of twenty (20) feet or to a natural dividing point approved by the Architectural Review Committee. Walls facing interior side and rear yards shall be finished in materials complimentary to the facades facing the streets. Articulated, flattened architectural grade metal panels (not corrugated metal) and metal shingles may be approved by the Architectural Review Committee, if it finds that they can be incorporated into the building design and help define building forms in an attractive, contemporary, or modern way. Except for approved expansion walls that are buffered by landscaping treatments, lower grade metal panels or siding, and exposed concrete blocks, are prohibited on principal buildings.
- g. Buildings shall provide for an active street environment by providing a minimum of twenty-five (25) percent clear glass at the ground floor façade facing the primary public right-of-way. The use of reflective or dark-tinted glass at ground level is strongly discouraged. Buildings that include both office space and research or production space requiring privacy from the public right-of-way shall be designed with the office use oriented along the street façade.
- h. Accessory buildings and ancillary structures such as fences, walls, and dumpster enclosures shall be designed to be architecturally compatible with the principal building on the lot.
- i. All buildings shall at all times be kept clean and in good repair, condition and appearance.

## 5. LIGHTING.

Exterior lighting shall be designed to provide uniform illumination with low glare. All exterior lights shall be full cut-off, dark-sky compliant fixtures. Parking lot and driveway fixtures shall not exceed thirty (30) feet in height. Pedestrian pathway lights shall not exceed fifteen (15) feet in height. LED or equivalent low-energy lighting is preferred on all external lighting fixtures. Electrical reflectors,

spotlights, floodlights and other sources of illumination may be used to illuminate buildings, landscaping, signs, and parking and loading areas on any site, but only if they are equipped with lenses or other devices which concentrate the illumination upon such buildings, landscaping, street graphics, and parking and loading areas. All lighting shall be directed away from residences and public rights-of-way and other public lands. All lighting shall be in compliance with City of Whitewater Ordinance 19.57.150.

## **6. OUTDOOR STORAGE.**

Outdoor storage will be limited to containers for periodic collection of refuse and recyclables only, within enclosures that provide for full screening of the refuse and recyclables. Approval by the Architectural Review Committee must be obtained for any other type of outdoor storage.

## **7. FENCING.**

No fence shall be less than six (6) feet high, nor more than eight (8) feet high. No chain link or barbed wire shall be allowed within the Technology Park. Design and materials used for fencing shall be subject to the review and approval by the Architectural Review Committee of specific plans by the applicant. Fences are not permitted to extend beyond the minimum required street yard within the zoning district, or in case of a greater setback, shall not extend beyond the front of the structure into the street yard. Corner lots may have fencing extending to the minimum street setback requirement and shall not extend into the street yard in front of any structure.

## **8. LOADING AREAS.**

Loading areas and docks shall be secondary elements of any principal building, focused in locations and provided with screening in a manner that minimizes their visibility from public rights-of-way and adjoining properties. Loading areas shall not be permitted in the street yard or along any façade facing a public street area, except that loading docks located at least one hundred fifty (150) feet from the street right-of-way may be permitted with the specific approval of the Architectural Review Committee and where such loading docks are extensively screened from the public right-of-way. All loading areas shall be screened from view from any public right-of-way through the use of landscaping, berms and walls, or methods otherwise approved by the Architectural Review Committee.

## **9. LANDSCAPING.**

- a. Landscaping of the building site shall be accomplished so as to enhance the aesthetic and architectural beauty of the principal building, contribute to the park-like setting of the Technology Park, and emphasize native and sustainable planting schemes. All landscaping shall be approved by the Architectural Review Committee prior to installation.
- b. All landscaping shall meet the "City of Whitewater Landscaping Guidelines" (attached and labeled Exhibit C.)

- c. All plant materials shall be nursery grown. Landscaping designed to conserve water resources and to minimize use of herbicides and pesticides shall be emphasized within all landscape plans. Use of bioswales, rain gardens, prairie plantings in lieu of lawn, and native planting solutions are encouraged. Decorative berms with organic shapes are encouraged.
- d. The street yard setback areas shall be entirely graded, sodded and seeded and properly landscaped between side lot lines, excepting only such areas as may be required for driveways, sidewalks and permitted parking areas. See also "Parking and Access" standards above.
- e. Landscaping may include ponds and/or storm water detention and/or retention basins or areas that are intentionally designed to provide an aesthetic element to the site, subject to the approval by the Architectural Review Committee.
- f. The entire parcel of land under each ownership shall have all vegetation maintained, replaced where dead or dying, and kept in good appearance at all times. All portions of the lot reserved for future expansion of the facilities and not surfaced for parking or loading purposes shall be maintained and mowed in accordance with the City noxious weed code.
- g. All ground signs shall be incorporated into the landscape plan, including the provision of plant materials at the base of such signs.

#### **10. DRAINAGE CONTROL.**

Prior to any site development, a stormwater management plan, site grading plan, and erosion control plan shall be approved by the City director of public works, who shall transmit his or her decision to the Architectural Review Committee. No land shall be developed and no use shall be permitted that results in flooding, erosion or sedimentation on adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area, or other stormwater management facility.

#### **11. SIGNS AND BILLBOARDS.**

No sign shall be erected or maintained on the Property except in conformity with the following:

- a. All signs required shall be subject to approval by the Architectural Review Committee and shall meet applicable standards of the City of Whitewater zoning ordinance.
- b. All signage shall be designed in a manner that reflects the architectural theme and materials of the principal building on the lot, and connotes a look that is compatible with a technology park setting.
- c. The Architectural Review Committee may require a degree of uniformity in sign type, placement, and styles within the Technology Park in an effort to foster a compatible or contemporary theme, while still allowing creativity in individual sign designs.
- d. The base of all ground mounted signage shall be attractively landscaped in a manner that

- relates to the overall landscape plan for the lot.
- e. Signs shall not be painted directly on the outside wall of a building, nor are they permitted to be painted on a fence, tree, stone or other similar object, except those that are deliberately and artificially located for that purpose.
  - f. Buildings with multiple businesses may construct a comprehensive or group sign, which must receive Architectural Review Committee approval.
  - g. Signs shall be restricted to advertising only the person, firm, company or corporation operating the use conducted on the site or the products produced or sold therein.
  - h. Motion signs, roof signs, projecting signs, electronic message center signs, or flashing signs are not permitted.
  - i. Signs may be illuminated subject to the Architectural Review Committee approval.
  - j. No sign shall contain any indecent or offensive picture or written matter.

## **12. UTILITY CONTROL.**

Except where integral to on-site energy generation systems, all utilities, including all electric power, telephone and other communication equipment, gas, water, storm and sanitary sewers, excepting electric power lines exceeding 26.4 kv, shall be underground. The location of the utility shall be subject to approval by the Architectural Review Committee.

## **13. RUBBISH AND WASTE MATERIALS.**

No rubbish shall be burned on the premises except in an incinerator designed and approved for such purposes, meeting all appropriate state and federal air emission standards. All waste materials shall be located and kept in containers for pick up or proper disposal. Storage of waste materials shall not exceed thirty (30) days on any lot. All waste material storage areas shall be fully screened from view from public rights-of-way and adjacent properties through the use of landscaping, berms and walls, fences, or other methods approved by the Architectural Review Committee. All waste storage areas shall be located at the rear of the building, except where an alternate location better meets these objectives as determined by the Architectural Review Committee.

## **14. MECHANICAL EQUIPMENT.**

Mechanical equipment mounted on the roof shall be screened and/or positioned in a method that is architecturally compatible with the building and set back, providing screening from public view. All ground-mounted equipment shall be screened from public areas.

## **15. NOISE.**

To reduce external noise associated with businesses within the Technology Park, a maximum external decibel reading of fifty (50) db at the property line must be maintained.

## **16. RESALE OF LOTS.**

In the event owner of land other than the City of Whitewater elects to sell any portion of the undeveloped land, which is not being used in connection with the business or industry of such owner, the same shall be first offered for sale, in writing, to the City of Whitewater at the price per acre paid for such land when such land was purchased from the City of Whitewater, together with the costs of any special assessments paid from the date of purchase of said land from the City of Whitewater to the date of closing. The City of Whitewater shall have ninety (90) days from the date of receipt of such offer to accept or reject the same, unless an extension of the time is mutually agreed upon and set forth in writing. Acceptance or rejection of any such Offer shall be approved by the Common Council of the City of Whitewater. In the event the City of Whitewater accepts such Offer, the owner shall convey title to said land to the City of Whitewater by Warranty Deed free and clear of all liens and encumbrances, except these covenants, conditions, and restrictions, recorded easements for public utilities approved by the City of Whitewater, rights of the public in roadways as laid out, dedicated or used, deferred unpaid special assessments for public improvements, if any. Seller shall be responsible for prorated real estate taxes for the year of sale through the date of sale; Owner shall provide, at Owner's expense, a title insurance policy insuring the City of Whitewater as the owner upon repurchase for the full amount of the repurchase price. In the event the City of Whitewater rejects any such offer and said owner proceeds with the sale of any portion of its undeveloped land to a third party, said conveyance shall be subject to the continuing provisions of this paragraph and said third-party purchaser, if it in the future elects to sell any portion of the undeveloped land which is not then being used by it in connection with its business or industry, shall be required to again first offer said portion for sale in writing to the City of Whitewater at the price paid per acre for such land by the initial purchaser from the City of Whitewater, together with the cost of any special assessments paid by owners of said lands from the date of the original sale by the City of Whitewater to the date of repurchase, all on the same terms and conditions as first set forth above; it being the intent that the City of Whitewater shall have and retain a continuing right to repurchase undeveloped lands under this paragraph.

#### **17. RECAPTURE AND RESALE OF LAND.**

A. If an Owner, other than the City of Whitewater, of any lot does not commence construction of a building or buildings thereon within two (2) years after the date of purchase of said lot, the City shall have the option to repurchase said lot. Exercise of the Option shall be effected by a resolution adopted by the Common Council of the City of Whitewater. So long as said owner has not commenced construction of a building or buildings on said lot, said Option shall be exercisable by the City of Whitewater upon delivery in writing of a notice to said Owner at any time after the expiration of said two (2) year period, or such longer period as may be agreed to in writing between said Owner and the City of Whitewater Common Council. Closing shall take place within sixty (60) days following the exercise of said Option on said date as shall be designated by the City of Whitewater specified in said Notice of Exercise or on such later date as may be agreed to in writing between said Owner and the City of Whitewater Common Council. In the event the City of Whitewater exercises its Option to Purchase contained in this paragraph, the purchase price to be paid by the City of Whitewater shall be computed at the price per acre paid for such land by the initial purchaser of said land at the time of purchase thereof from the City of Whitewater, plus any special assessments paid by the Owner of such land from the date of purchase of such land from the

City of Whitewater to the date of closing of the repurchase by the City of Whitewater under this paragraph. In the event the City of Whitewater exercises its Option to repurchase hereunder, conveyance shall be Warranty Deed from said owner to the City of Whitewater free and clear of all liens and encumbrances, except municipal, zoning and land division ordinances, the provisions of this declaration and any amendments hereto, recorded easements for public utilities approved by the City of Whitewater, rights of the public in roadways as laid out, dedicated or used, unpaid future installments of special assessments for public improvements, if any. Owner shall be responsible for prorated real estate taxes for the year of closing through the date of closing; owner shall furnish to the City of Whitewater, at Owner's expense, a title insurance policy for the full amount of the repurchase price insuring title in the City of Whitewater upon consummation of said repurchase in the condition called for above.

B. Nothing contained in this paragraph shall be deemed to give the City of Whitewater a right of first refusal or option with regard to lands which have been improved by the construction of a building or buildings thereon, it being intended that the Option provisions set forth above shall apply only to vacant parcels and that the owner of any lot which has been improved by the construction of a building or buildings thereon shall have the right to sell all of such property as one parcel together with the improvements thereon.

C. Any proposed subdivision or re-subdivision and any sales of parcels or portions of parcels resulting in change or adjustment of lot lines must be approved by the Architectural Review Committee.

#### **18. DURATION OF COVENANTS AND RESTRICTIONS AND EXTENSION THEREOF AND VOTING RIGHTS.**

The covenants, restrictions and provisions of this declaration shall apply to the parcels herein described and, upon subsequent re-divisions thereof, shall also apply to all such resulting additional lots and/or parcels, and shall be considered covenants which are to run with the land and shall be binding upon all parties and persons claiming under all parties for a period of ten (10) years from the date this declaration is recorded, after which time, said covenants, restrictions and provisions shall be automatically extended for successive periods of ten (10) years, unless within either the original ten (10) year term or any successive ten (10) year term, an instrument signed by the then owners of the lots or parcels then subject to these covenants and restrictions holding a majority of the votes (as hereinafter defined) and approved by the Common Council of the City of Whitewater has been recorded agreeing to terminate these covenants, restrictions and provisions, and in the event of amendment of these covenants, restrictions and provisions in accordance with the provisions of paragraph 16 hereof, the same shall continue in force as so amended, in like manner for the balance of that ten (10) year term, and shall in the same way be automatically extended for successive ten (10) year periods. In determining voting rights hereunder, one (1) vote shall be counted for each developed lot or developed parcel, and if there is more than one (1) owner of any such developed lot or developed parcel, the vote allocated to such developed lot or developed parcel shall be divided between said owners according to their percentage of ownership interests of record. Any lot or parcel owned by the City of Whitewater shall be included in such voting, with one (1) vote for each such

separate lot or parcel; however, in the event any such lot or parcel owned by the City of Whitewater is greater than twenty (20) acres, then the City of Whitewater shall have a number of votes with respect to such larger parcel equal to the nearest whole number arrived at by dividing the number of acres contained in such larger parcel by the number twenty (20). Votes of the City of Whitewater shall be exercisable and cast by the action of the Common Council of the City of Whitewater. Each owner, with the exception of the City of Whitewater, shall be limited to a maximum of one (1) vote.

## **19. ENFORCEMENT OF COVENANTS.**

Any disputes involving these covenants shall be decided by the City of Whitewater Architectural Review Committee. The enforcement of the restrictions and covenants contained in this Declaration of Restrictions shall be by proceedings of law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages with such election at the option of the enforcing party. Such proceedings may be commenced by any owner or owners of parcels then subject to these restrictions and covenants or by the City of Whitewater.

## **20. AMENDMENT OF DECLARATION OF RESTRICTIONS AND COVENANTS.**

Except as hereinafter provided, the within restrictions and covenants may be amended by a written instrument executed by the then current owners of lots or parcels then subject to these restrictions holding a majority of votes as determined under the provisions of paragraph 18 hereof and approved by the Common Council of the City of Whitewater. Notwithstanding the foregoing, any amendment or modification of the provisions of paragraph 1 of these covenants and restrictions which would result in said provisions being less restrictive shall require that said written instrument be executed by 100% of the owners of the lands then subject to these restrictions who would be entitled to vote under the terms of paragraph 18. Any such amendment shall be effective upon the recording of such amendment in the Office or Offices of the Register of Deeds for the county or counties in which the real estate which is then subject to these restrictions is located.

## **21. VARIANCES.**

Where, in the judgment of the Architectural Review Committee, it would be inappropriate to apply literally the provisions of these restrictions and covenants because of unusual circumstances or because exceptional or undue hardship would result, the Architectural Review Committee may waive or modify any requirements of sections 2 through 15, subject, however, to the following: (a) Not less than ten (10) days prior to the date of consideration of such waiver or modification by the Architectural Review Committee, written notice specifying the proposed waiver or modification and the time, date and place when the Architectural Review Committee will consider such proposed waiver or modification shall be mailed to the then current owners of all of the lots or parcels then subject to these covenants and restrictions who would be entitled to vote under the terms of paragraph 18, utilizing for such mailing purposes the most recent addresses for such owners contained in the assessment rolls of the City of Whitewater; (b) In the event written objections to such proposed modification or waiver executed by a majority of the owners who would be entitled to

vote under the terms of paragraph 18 are delivered to the City Clerk of the City of Whitewater prior to the time and date of the meeting at which the Architectural Review Committee is to consider such waiver or modification, such waiver or modification may not be approved or granted by the Architectural Review Committee.

**22. EXPANSION OF LANDS SUBJECT TO THESE COVENANTS AND RESTRICTIONS.**

The City of Whitewater reserves the right to subject additional lots and parcels of land to these covenants and restrictions by written instrument specifying that such additional lots or parcels are so subjected hereto. In the event any additional lots or parcels are so subjected to these covenants and restrictions, such additional lands shall then be deemed to be parcels or lots subject to these restrictions and, thereafter, the then current owners of such additional lots or parcels shall have the same rights and obligations as the owners of the lots or parcels initially subjected to these restrictions and covenants.

**23. SEVERABILITY AND INVALIDATION.**

Invalidation of any of the covenants or restrictions herein set forth, or as hereafter existing by way of amendment or modification as herein provided, by judgment or court order, shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, nor shall any such judgment or court order render inapplicable the provisions of these covenants and restrictions to persons or circumstances other than those held invalid by such judgment or court order.

IN WITNESS WHEREOF, the City of Whitewater has caused these presents to be signed by its City Manager and counter-signed by its City Clerk at Whitewater, Wisconsin, and its corporate seal to be hereunto affixed this \_\_\_\_\_ day of September, 2009.

CITY OF WHITEWATER

By:

\_\_\_\_\_  
Kevin Brunner, City Manager

By:

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

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  ) SS:  
WALWORTH COUNTY     )

Personally came before me this \_\_\_\_ day of September, 2009, the above named Kevin Brunner, City Manager, and Michele R. Smith, City Clerk of the City of Whitewater, Wisconsin, to me known to be the City Manager and City Clerk of the City of Whitewater, Wisconsin, and to me known to be the persons who executed the foregoing instrument and acknowledge that they executed the same on behalf of the City of Whitewater as the duly-authorized act and deed of the city of Whitewater.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires:

This document was drafted by:

Wallace K. McDonell  
Harrison, Williams, McDonell & Swatek, LLP  
452 W. Main Street  
P.O. Box 59  
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AN ORDINANCE AMENDING CHAPTER 19.38 OF THE  
WHITEWATER UNIVERSITY TECHNOLOGY PARK DISTRICT  
CONCERNING THE ARCHITECTURAL REVIEW COMMITTEE

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

SECTION 1. Whitewater Municipal Code Chapter 19.38, Section 19.38.020, is hereby amended to read as follows:

19.38.020 – Creation of Architectural Review Committee.

Upon the mapping of any WUTP district, there shall be established an Architectural Review Committee for the district. No building or improvements shall be erected, placed or altered on any building site in the technology park until the plans and use for such building or improvements, including site plans, landscaping plans, building plans, and specifications have been approved by the WUTP Architectural Review Committee (ARC). Zoning permit applicants in the WUTP district are all subject to plan review requirements set forth in Chapter 19.63 of the Whitewater Municipal Code. The Plan and Architectural Review Commission’s functions under Chapter 19.63 shall be delegated to the Architectural Review Commission. The ARC shall consist of ~~one city council member, a member of the plan and architectural review commission of the City of Whitewater to be appointed annually by the plan commission,~~ one member appointed by the City Manager of the City of Whitewater, one member appointed by the Chancellor of the University of Wisconsin-Whitewater, two members appointed by the Chancellor of the University of Wisconsin-Whitewater, two citizens of the City of Whitewater appointed by the city council of the city of Whitewater, and one member of the Community Development Authority of the City of Whitewater to be appointed by the CDA. The ARC shall organize and adopt rules for its own governance. Officers shall be elected from the membership for terms of one year. Meetings shall be open to the public unless closed for appropriate legal reasons, and shall be held at the call of the chairman. Minutes shall be kept showing actions taken, and shall be a public record. Quorum shall be ~~five~~ two members, and all actions shall require the concurring vote of at least ~~five~~ two members. In cases where the ARC has not been formed or is unable to act on the matter, all actions normally assigned to the ARC shall be reassigned to the City of Whitewater Plan and Architectural Review Commission. ~~The City of Whitewater Plan and Architectural Review Commission shall retain the exclusive authority to review and grant or deny conditional use permits in the WUTP district, where required.~~

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

AYES:

NOES:

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

ABSENT:

---

Cameron Clapper, City Manager

ADOPTED:

**WHITEWATER UNIVERSITY TECHNOLOGY PARK DISTRICT ARCHITECTURAL  
REVIEW COMMITTEE RULES OF GOVERNANCE**

03-15-13 – 2:40 p.m. Draft

**ARTICLE I**

**THE COMMITTEE**

**Section 1. Name of Committee**

The name of the Committee shall be the Whitewater University Technology Park District Architectural Review Committee, hereinafter at times referred to as the “Architectural Review Committee”.

**Section 2. Location of Committee Meetings**

The Committee shall meet at the City of Whitewater Innovation Center, 1221 Innovation Drive, Whitewater, Wisconsin 53190, unless otherwise decided by the Committee.

**Section 3. Committee Duties**

The Committee is established pursuant to Whitewater Ordinance Chapter 19.38 for the purpose of approving (or denying approval) of all buildings and improvements in the Whitewater Technology Park, as more particularly set forth in Whitewater Code Section 19.38.020. The Committee shall assure that all development is consistent with development which is practical, feasible, economical and an asset to owners, neighbors and the community and provides an aesthetically attractive working environment for and conducive to the development and protection of offices, research, testing, and development institutions, and certain specialized manufacturing establishments compatible with an office and research setting. The Committee shall make every effort to expedite and simplify the approval process to encourage and foster immediate economic development.

**ARTICLE II**

**OFFICERS**

**Section 1. Officers**

The officers of the Committee shall be Chairperson, Vice-Chairperson, and Secretary.

**Section 2. Chairperson**

The Chairperson shall, whenever possible, preside at all meetings and legally required public hearings of the Committee and shall perform such duties as are customarily exercised by a presiding officer. In addition, the Chairperson may appoint general or special committees if and when the occasion requires.

**Section 3. Vice-Chairperson**

The Vice-Chairperson shall perform all of the duties of the Chairperson in the absence or incapacity of the Chairperson. In case of resignation, removal or death of the Chairperson, the Vice-Chairperson shall succeed to the duties of the Chairperson for the balance of the term for which the Chairperson was elected. The Committee may select an acting chairperson to perform the duties of the Chairperson under these conditions: (1) in the absence of the Chairperson and Vice-Chairperson during meetings; or (2) upon resignation of both the Chairperson and Vice-Chairperson.

**Section 4. Secretary**

The Secretary shall perform such duties as are customarily exercised by the Secretary, including the taking of minutes, and such other duties as are delegated to him or her by the Chairperson.

**Section 5. Election of Officers**

The Chairperson, Vice-Chairperson and Secretary shall be elected during the first meeting after May 1<sup>st</sup> of each year. The term of office for each shall be one (1) year which shall begin at the meeting at which they were elected.

**ARTICLE III**

**MEETINGS**

**Section 1. Committee Members**

- One member appointed by the City of Whitewater
- One member appointed by the Chancellor of the University of Wisconsin-Whitewater
- One member of the of the Community Development Authority of the City of Whitewater to be appointed by the CDA

**Section 2. Meetings**

Meetings shall be held at the call of the Chairperson. The Chairperson may, with at least 24 hours prior notice, decide to change the location or starting time of a regular meeting if said meeting can be legally posted. All meetings shall be open to the public except for those which are closed under the procedures set forth in Chapter 19 of the Wisconsin Statutes. Meetings shall be subject to the provisions of the City of Whitewater Transparency Enhancement Ordinance (Chapter 2.62).

**Section 3. Special Meetings**

Whenever the Chairperson of the Committee, because of the business requirements of the Committee, shall deem it necessary to call a special meeting,

such special meeting may be called for a designated time and place upon 24-hour public notice in compliance with Chapter 19, Wisconsin Statutes. If a majority of members shall request of the Chairperson in writing that a special meeting be called, such meeting shall be called, and if the Chairperson shall refuse to call such meeting, the Secretary shall thereupon give notice and call such meeting.

**Section 4. Quorum**

A quorum shall be two members.

**Section 5. Voting**

All actions shall require the concurring vote of at least two members.

**ARTICLE IV**

**PRE-MEETING REVIEW PROCEDURES**

**Section 1. Application Deadline**

Applicants shall file documents (including an electronic copy) with the Neighborhood Services Director that comply with Whitewater Ordinance 19.63.020 at least thirty (30) days prior to the scheduled meeting.

**Section 2. Copies to be sent to Committee Members**

Within two (2) business days of the filing of the full set of documents, the Neighborhood Services Director shall notify all Committee members that plans for a development have been filed.

**Section 3. Staff Review**

Within two (2) business days of the filing, the Neighborhood Services Director shall send electronic copies of the plans to the following individuals and ask them for input, if any, to be provided at least two (2) business days prior to the meeting:

1. The CDA Director
2. The Whitewater University Technology Park Executive Director
3. The City of Whitewater Fire Chief
4. The City of Whitewater Public Works Director
5. The Building Inspector
6. The City Engineer, if deemed appropriate by the Neighborhood Services Director and authorized by the City Manager
7. The President of the Whitewater University Technology Park Board, or his or her designee
8. The City Manager, or his or her designee

**ARTICLE V**

**MEETING PROCEDURES**

**Section 1. Agenda Deadline**

All requests to be placed on the Committee agenda shall be received by the Chairperson of the Architectural Review Committee no later than seven (7) days before the meeting. The Chairperson may shorten the deadline for good reason.

**Section 2. Order of Business**

At the meetings of the Committee, the following shall be the order of business, unless otherwise decided by the Committee:

1. Roll Call
2. Approval of minutes of previous meeting
3. Old Business – the specific item to be considered must be specifically listed on the agenda
4. New Business – the specific item to be considered must be specifically listed on the agenda
5. Requests for future agenda items (the specific item shall not be discussed except for scheduling purposes)

The Committee may consider any issue out of the above order if a majority of the Committee members in attendance approve of the change. Issues carried over from one meeting to the next shall, at subsequent meetings, be placed at the head of the category in which they fall, unless otherwise decided by the Committee.

**Section 3. Procedure for Consideration of Individual Agenda Items**

1. Presentation by a person or persons introducing the item
2. Review of the Neighborhood Services Department Director’s report, if any
3. Review of any other City staff or City consultant reports, if any
4. Questions by the Committee members
5. Comments by proponents of the matter
6. Comments by opponents of the matter
7. Comments from any other person wishing to provide input
8. Discussion of the issue by Committee members
9. Decision to approve, deny or conditionally approve or continue the matter

**Section 4. Review Procedure**

A. The Committee shall, as set forth in 19.38.020, review the plans for any buildings or improvements proposed to be located in the Whitewater University Technology Park. In performing its functions, the Committee shall review the following:

1. Site plans
2. Landscaping plans
3. Building plans and specifications
4. Any other information deemed relevant to its decision

## B. Development Standards.

In the WUTP district, the following development standards shall apply, in addition to any standards that may be required by covenant:

1.

Building design and materials. The exterior appearance of any building constructed in this district shall be compatible with that of adjoining structures within the district, especially as it relates to rooflines and building materials. Permitted materials shall include masonry, concrete, stone, Exterior Insulation and Finish System (EIFS), Dry-vit, glass, and decorative architectural grade metal as a design detail, except where other quality materials are also allowed by the architectural review committee.

2.

Accessory off-street parking and loading. Accessory off-street parking lots, loading berths, and access driveways shall be located, designed and improved so as to provide for safe and convenient access from adjoining streets, safe and convenient circulation within the site, and an aesthetically pleasing site design. Parking lots and access driveways shall be designed and located so that such facilities do not provide a direct unlandscaped view from the street to the parking lot or access driveway.

3.

Landscaping and site development. To provide a park-like setting, all lots shall be landscaped, including the provision of canopy-type shade trees. Where possible, all existing mature, healthy trees shall be retained and protected during construction as per City of Whitewater Forestry Guidelines. All land areas not covered by buildings, structures, storage areas, parking lots, loading areas and driveways, shall be landscaped and maintained. Landscaping shall mean decorative plazas, mounds, pools or the planting of grass, shrubs, trees and other plant materials or other comparable surface cover.

4.

Storage areas. All storage, except for licensed motor vehicles in operable condition, shall be within completely enclosed buildings or effectively screened from adjoining properties and public rights-of-way by an opaque screening wall or fence with such wall or fence not less than six feet nor more than eight feet in height, and no materials stored shall exceed the

height of such screening wall or fence. All outside storage areas shall be located to the rear of buildings and shall be limited to not more than five percent of the total lot area. Landscaping shall be required on the outside of the opaque screen wall or fence.

5.

Signs. All signs shall meet applicable standards in [Chapter 19.54](#), and the specific requirements set forth for the M-1 district in the table contained in [19.54.052](#)

a.

No ground sign shall exceed a maximum height of eight feet and a maximum gross area of forty-eight square feet. All ground signs shall be incorporated in the landscape plan, including the provision of plant materials at the base of such signs.

6.

Prohibited site uses. No use shall be so conducted as to cause the harmful discharge of any waste materials into or upon the ground, into or within any sanitary or storm sewer system, into or within any water system or water, or into the atmosphere. All uses shall be conducted in such a manner so as to preclude any nuisance, hazard, or commonly recognized offensive conditions or characteristics, including creation or emission of dust, gas, smoke, noise, fumes, odors, vibrations, particulate matter, chemical compounds, electrical disturbance, humidity, heat, cold, glare, or night illumination. Prior to issuance of a zoning permit or occupancy permit, the zoning administrator may require evidence that adequate controls, measures, or devices have been provided to ensure and protect the public interest, health, comfort, convenience, safety, and general welfare from such nuisance, hazard, or offensive condition.

7.

Uses required to be enclosed. All business, servicing, or processing shall be conducted within completely enclosed buildings, except for the following:

a.

Off-street parking and off-street loading;

b.

Drive-up service windows for banks and other financial institutions.

8.

Truck parking. Parking of trucks as an accessory use, when used in the operation of a permitted business, shall be limited to vehicles of not over one and one-half tons of capacity when located within one hundred fifty feet of a residential district boundary line.

These Rules of Governance were adopted by the Whitewater University Technology Park District Architectural Review Committee on the \_\_\_\_ day of \_\_\_\_\_, 2013.

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Chairperson

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Secretary

**CITY OF WHITEWATER  
BALANCE SHEET  
FEBRUARY 28, 2013**

**INNOVATION CTR-OPERATIONS**

		BEGINNING BALANCE	ACTUAL THIS MONTH	ACTUAL THIS YEAR	ENDING BALANCE
<u>ASSETS</u>					
920-11100	CASH	61,910.26	1,762.84	10,355.27	72,265.53
920-13180	A/R-FACILITY RENTAL	200.00	( 89.00)	( 200.00)	.00
TOTAL ASSETS		62,110.26	1,673.84	10,155.27	72,265.53
<u>LIABILITIES AND EQUITY</u>					
<u>LIABILITIES</u>					
920-21100	VOUCHERS PAYABLE	2,989.37	( 925.80)	( 2,989.37)	.00
920-25401	DUE TO TID #4	42,000.00	3,500.00	7,000.00	49,000.00
TOTAL LIABILITIES		44,989.37	2,574.20	4,010.63	49,000.00
<u>FUND EQUITY</u>					
920-34300	FUND BALANCE	17,120.89	.00	.00	17,120.89
UNAPPROPRIATED FUND BALANCE:					
REVENUE OVER EXPENDITURES - YTD		.00	( 900.36)	6,144.64	6,144.64
BALANCE - CURRENT DATE		.00	( 900.36)	6,144.64	6,144.64
TOTAL FUND EQUITY		17,120.89	( 900.36)	6,144.64	23,265.53
TOTAL LIABILITIES AND EQUITY		62,110.26	1,673.84	10,155.27	72,265.53

**CITY OF WHITEWATER**  
**REVENUES WITH COMPARISON TO BUDGET**  
**FOR THE 2 MONTHS ENDING FEBRUARY 28, 2013**

**INNOVATION CTR-OPERATIONS**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET	
<u>MISCELLANEOUS REVENUE</u>						
920-48100-56	INTEREST INCOME	.00	.00	50.00	50.00	.0
920-48300-56	ENERGY INCOME-SOLAR	7,681.53	7,681.53	.00	( 7,681.53)	.0
920-48410-56	DONATIONS-DROULLARD MEMORIAL	250.00	725.00	.00	( 725.00)	.0
920-48610-56	MEDIA-SHARING-SUITES	.00	.00	6,000.00	6,000.00	.0
920-48620-56	FACILITY RENTAL REVENUE	175.00	175.00	2,500.00	2,325.00	7.0
920-48631-56	RENT-CESA #2	6,500.00	13,000.00	78,000.00	65,000.00	16.7
920-48632-56	RENT-JEDI	2,565.00	2,565.00	10,260.00	7,695.00	25.0
920-48633-56	RENT-BLACKTHORNE CAPITAL LLC	3,770.00	7,340.00	44,430.00	37,090.00	16.5
	<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>20,941.53</b>	<b>31,486.53</b>	<b>141,240.00</b>	<b>109,753.47</b>	<b>22.3</b>
<u>OTHER FINANCING SOURCES</u>						
920-49200-56	IN-KIND-REV-CITY-INSURANCE	.00	.00	3,600.00	3,600.00	.0
920-49202-56	IN-KIND-CITY-FINANCE/ADMIN	667.00	1,334.00	8,000.00	6,666.00	16.7
920-49205-56	IN-KIND-CITY-GROUNDS-DPW	667.00	1,334.00	8,000.00	6,666.00	16.7
920-49215-56	IN-KIND-CITY-BUILDING MAINT.	667.00	1,334.00	8,000.00	6,666.00	16.7
920-49300-56	FUND BALANCE APPLIED	.00	.00	56,295.00	56,295.00	.0
920-49410-56	I-K-REV-UNIV-MANAGER SUPPORT	24,566.00	42,734.00	535,000.00	492,266.00	8.0
920-49415-56	I-K-REV-UNIV-TECH SUPPORT	.00	.00	27,000.00	27,000.00	.0
	<b>TOTAL OTHER FINANCING SOURCES</b>	<b>26,567.00</b>	<b>46,736.00</b>	<b>645,895.00</b>	<b>599,159.00</b>	<b>7.2</b>
	<b>TOTAL FUND REVENUE</b>	<b>47,508.53</b>	<b>78,222.53</b>	<b>787,135.00</b>	<b>708,912.47</b>	<b>9.9</b>

**CITY OF WHITEWATER**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 2 MONTHS ENDING FEBRUARY 28, 2013**

**INNOVATION CTR-OPERATIONS**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>INNOVATION CENTER</u>					
920-56500-215	.00	.00	500.00	500.00	.0
920-56500-221	350.27	350.27	4,000.00	3,649.73	8.8
920-56500-222	9,870.91	9,870.91	43,000.00	33,129.09	23.0
920-56500-225	252.48	252.48	3,000.00	2,747.52	8.4
920-56500-226	113.94	113.94	1,020.00	906.06	11.2
920-56500-243	.00	.00	4,200.00	4,200.00	.0
920-56500-245	.00	.00	3,059.00	3,059.00	.0
920-56500-246	750.00	750.00	8,073.00	7,323.00	9.3
920-56500-250	355.78	355.78	16,320.00	15,964.22	2.2
920-56500-294	2,390.00	2,390.00	5,600.00	3,210.00	42.7
920-56500-310	.00	.00	380.00	380.00	.0
920-56500-323	.00	.00	14,169.00	14,169.00	.0
920-56500-341	.00	.00	1,714.00	1,714.00	.0
920-56500-500	4,258.51	4,258.51	3,600.00	( 658.51)	118.3
920-56500-502	667.00	1,334.00	8,000.00	6,666.00	16.7
920-56500-505	667.00	1,334.00	8,000.00	6,666.00	16.7
920-56500-515	667.00	1,334.00	8,000.00	6,666.00	16.7
920-56500-520	24,566.00	42,734.00	535,000.00	492,266.00	8.0
920-56500-530	.00	.00	27,000.00	27,000.00	.0
920-56500-650	3,500.00	7,000.00	92,500.00	85,500.00	7.6
<b>TOTAL INNOVATION CENTER</b>	<b>48,408.89</b>	<b>72,077.89</b>	<b>787,135.00</b>	<b>715,057.11</b>	<b>9.2</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>48,408.89</b>	<b>72,077.89</b>	<b>787,135.00</b>	<b>715,057.11</b>	<b>9.2</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 900.36)</b>	<b>6,144.64</b>	<b>.00</b>	<b>( 6,144.64)</b>	<b>.0</b>