Plan & Architectural Review Meeting

Whitewater Municipal Building Community Room,
312 West Whitewater St., Whitewater, WI 53190
*In Person and Virtual

Monday, November 09, 2026 - 6:00 PM

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

https://teams.microsoft.com/meet/28038792449539?p=VvNDyLzLb2UW7uUhj4

Dial in by phone
+1 929-229-5663,,106525985# United States, New York City
Find a local number
Phone conference ID: 106 525 985#

Please note that although every effort will be made to provide for virtual participation, unforeseen technical difficulties may prevent this, in which case the meeting may still proceed as long as there is a quorum. Should you wish to make a comment in this situation, you are welcome to call this number: (262) 473-0108.

AGENDA

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA
A committee member can choose to remove an item from the agenda or rearrange its order; however, introducing new items to the agenda is not allowed. Any proposed changes require a motion, a second, and approval from the Committee to be implemented. The agenda shall be approved at each meeting even if no changes are being made at that meeting.

HEARING OF CITIZEN COMMENTS
No formal Plan Commission action will be taken during this meeting although issues raised may become a part of a future agenda. Specific items listed on the agenda may not be discussed at this time; however, citizens are invited to speak to those specific issues at the time the Commission discusses that particular item.

CONSENT AGENDA
Items on the Consent Agenda will be approved together unless any commission member requests that an item be removed for individual consideration.

1. Approval of October 12, 2026 Minutes.

PUBLIC HEARING FOR REVIEW AND POSSIBLE APPROVAL

2. Discussion and possible recommendation the Whitewater Forward 2045 Comprehensive Plan to Common Council.

3. Discussion and possible approval of a first floor residential/artist studio located at 319 W James St for David Dietrich. Tax Parcel # /TR 00025.

4. Discussion and possible approval of a Conditional Use Permit for drive-thru, drive-thru menu board and wall signage over three signs for 7 Brew Coffee to be located at 1155 W Main Street. Tax Parcel # /L 00007.

CONSIDERATION/DISCUSSION/REPORTS

5. Discussion and possible approval of the Site Plan for 7 Brew Coffee to be located at 1155 W Main Street. Tax Parcel # /L 00007. Along discussion and approval of leniency for parking for 1139 W Main Street. Tax Parcel #/ L 00010.

6. Discussion and possible approval of the Certified Survey Map for 7 Brew Coffee to be located at 1155 W Main Street. Tax Parcel # /L 00007.

7. Discussion and possible recommendation to Common Council the purchase of part of Tax Parcel # 292-0515-3434-000. Located in the Whitewater Business Park at the corner of Enterprise Blvd and N Prospect.

8. Discussion and possible recommendation to Common Council the sale of City owned vacant land located at 1127 E Bluff Road. Tax Parcel # /A 405400001.

FUTURE AGENDA ITEMS

Jefferson Street Development Concept Plan-Stanek

NEXT MEETING DATE DECEMBER 14, 2026.

ADJOURNMENT

Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk (262-473-0102) at least 72 hours prior to the meeting. Those wishing to weigh in on any of the above-mentioned agenda items but unable to attend the meeting are asked to send their comments to:

c/o Community Development
312 W. Whitewater Street
Whitewater, WI 53190
or ldostie@whitewater-wi.gov

This agenda may include quasi-judicial items addressing the specific outcome for an individual or property, such as zoning appeals, conditional use permits, or other land use decisions. For quasi-judicial items, board/commission members are only able to consider information presented by interested parties or the public on the record during this meeting. Board/Commission members should not conduct their own investigation but may request additional information from the interested parties.

A quorum of the Common Council might be present. This notice is given to inform the public that no formal action will be taken at this meeting by the Common Council.

City of WHITEWATER

Plan & Architectural Review Meeting

Whitewater Municipal Building Community Room,
312 West Whitewater St., Whitewater, WI 53190
*In Person and Virtual

Monday, October 12, 2026 - 6:00 PM

MINUTES

CALL TO ORDER

Meeting called to order at 6:00 p.m.

ROLL CALL

PRESENT
Chairman, Councilmember Neil Hicks
Board Member Bruce Parker
Board Member Tom Miller
Board Member Marjorie Stoneman
Board Member Carol McCormick

ABSENT
Vice Chairman Lynn Binnie
Board Member Sheryl Stanek

STAFF
Allison Schwark, Zoning Administrator
Llana Dostie, Zoning Specialist

APPROVAL OF AGENDA
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Motion made by Board Member Miller, Seconded by Board Member McCormick.
Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Board Member Miller, Board Member Stoneman, Board Member McCormick

HEARING OF CITIZEN COMMENTS
No formal Plan Commission action will be taken during this meeting although issues raised may become a part of a future agenda. Specific items listed on the agenda may not be discussed at this time; however, citizens are invited to speak to those specific issues at the time the Council discusses that particular item.

DRAFT

None

CONSENT AGENDA

Items on the Consent Agenda will be approved together unless any commission member requests that an item be removed for individual consideration.

Dostie stated that Binnie provided updates which have been made.

McCormick not at joint meeting.

1. Approval of Minutes of August 10, 2026.

   Dostie stated that Binnie has provided his corrections which have been done.

2. Approval of September 24, 2026 Mintues.
3. Approval of the Joint Common Council & Plan Commission September 24, 2026 Minutes.

PUBLIC HEARING FOR REVIEW AND POSSIBLE APPROVAL

4. Discussion and possible recommendation to Common Council the annexation of property located in Town of Cold Spring on N Tratt Street for Russell & Kimberly Walton Family Trust. Tax Parcel #004-0515-3233-003.

   Zoning Administrator Schwark provided a background to the application.

   Parker asked about the zoning next to Property

   Zoning Administrator Schwark stated it was R-2.

   Motion to recommend to common council the annexation of the property. Along with the permanent zoning designation of R-2

   Motion made by Board Member McCormick, Seconded by Board Member Parker. Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Board Member Miller, Board Member Stoneman, Board Member McCormick

CONSIDERATION/DISCUSSION/REPORTS

None

FUTURE AGENDA ITEMS

-Jefferson Street Project-Stanek

None.

NEXT MEETING DATE NOVMEBER 9, 2026.

ADJOURNMENT

Meeting adjourned at 6:07 p.m.

Motion made by Board Member McCormick, Seconded by Board Member Stoneman.
Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Board Member Miller, Board Member Stoneman, Board Member McCormick

RDG... PLANNING ● DESIGN

MEMORANDUM

City of Whitewater

From: Charlie Cowell, RDG
Project No.: R3007.554.00
File No.(s): 9.05
Date: November 4, 2026

Project Name: Whitewater Forward Comprehensive Plan

Subject: Changes from September 24, 2026 draft plan document

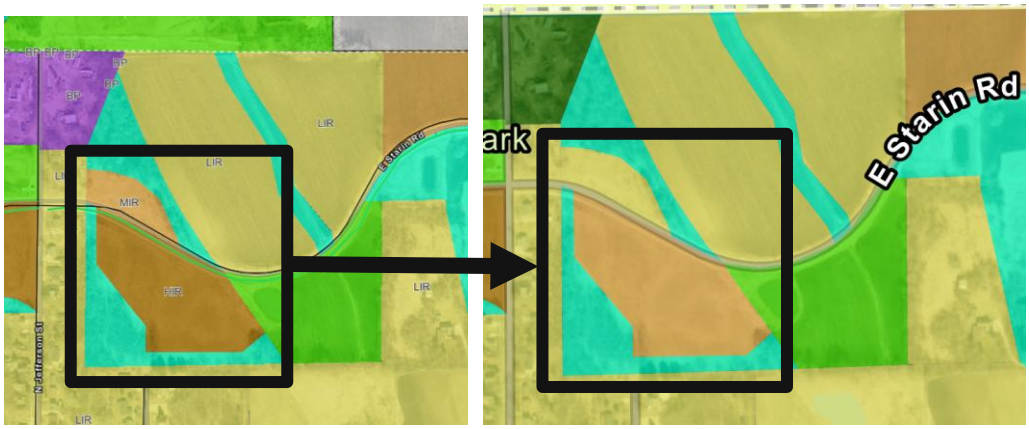
Summary. The main edits to the September draft posted for public feedback are a new Public Services section for specific facility directions, various edits to the Future Land Use Map, addition of the bypass corridor as a "Gateway" policy area, clarification to the approach and definition of flood hazards areas, and more detail in various areas that do not change the underlying directions. The following memo lists those edits, excluding grammar, typo, and wording changes.

Future Land Use Descriptions

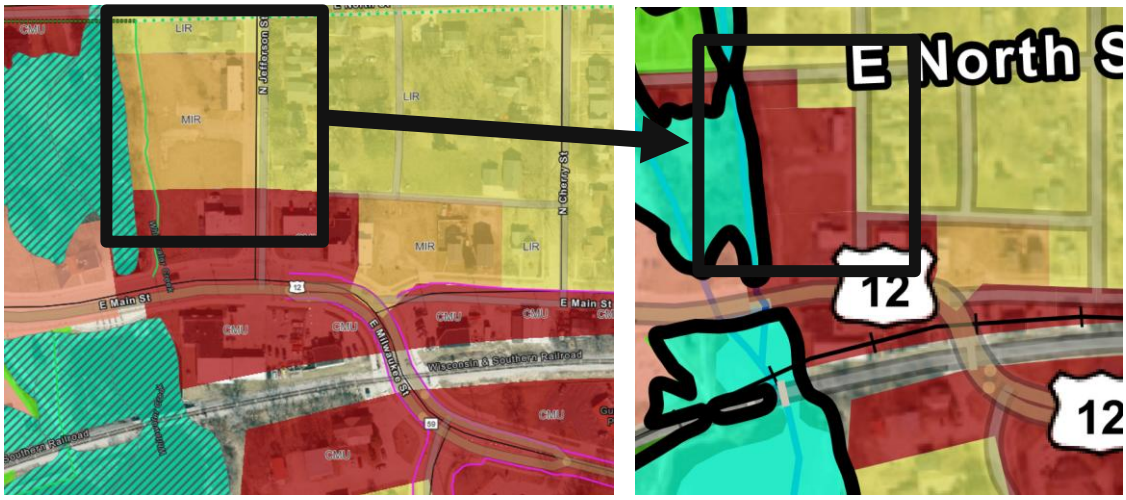
- The Floodplain (FP) category becomes Flood Hazard Zones. It now states the layer reflects FEMA mapping as of fall 2026, is subject to change, and should be verified against current FEMA data.
    - Environmental Preservation language is softened. The draft said growth "under all designations" should accommodate natural features. The final drops "under all designations."

Future Land Use Map

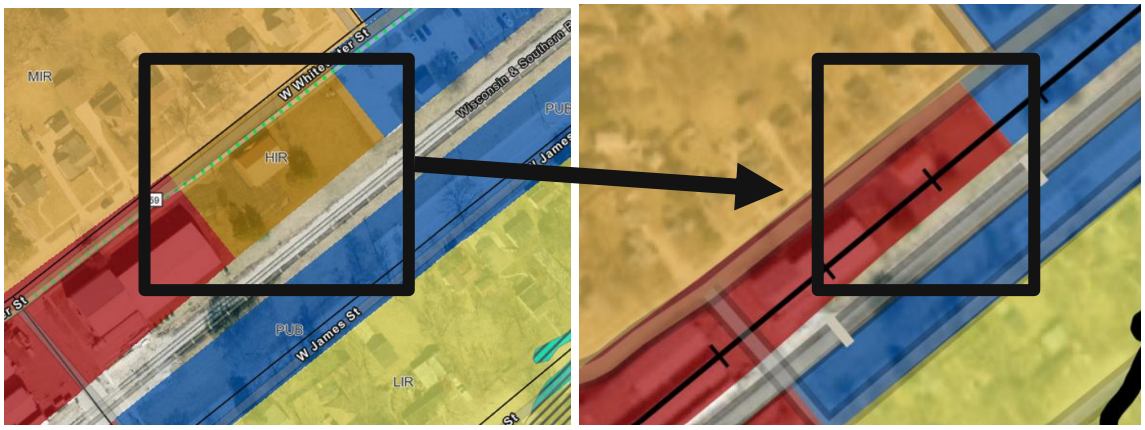
- Starin Rd: LI and MI are more appropriate given development activity.



- Main and Jefferson St: The entire acreage at intersection of Main and Jefferson St is changes to CMU given development interest. This excludes the single-family home on the northeast corner of that block.



- W Whitewater St: HI parcel changes to CMU to match current commercial business located on it.

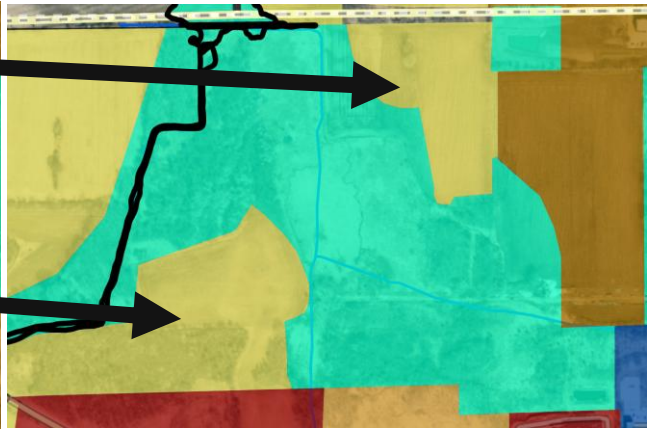


- Railroad north of Bluff Street:
    - Ensured that property owned by the CDA is CMU.
    - Expanded open space to areas that are undevelopable.
    - Replaced BP with LI for residential uses.



- North of W Main Street: Changed some Open Space to LI to show development possibilities outside of wetlands.





- East of Howard Road: Changed area from Urban Reserve to Business Park to clarify future intentions.



Development Policy Areas

- "Business and Technology Park" becomes "Business Park" in the map legends and policy references because the Technology Park is filled.
- The Downtown sites list drops the Whitewater Street Site. The draft listed it as site C. The final keeps the Car Dealership, Jefferson Street and Main Street Gateway sites. The remaining sites are re-lettered.
- The bypass corridor is added as a Gateway Corridor Policy Area.

Mobility

- Priority Path Projects now state that projects B and G are the two highest priorities for mobility and user safety. The draft had no ranking.
- A trail extension was added to the Future Mobility Plan from Main Street to the theater and Center Street from Cravath Lake.

Neighborhoods

- A projected housing need is added based on previous housing market studies and the Whitewater Forward population forecast. The final adds a housing need of up to 950 units through 2045, about 45 a year, split across low, medium, and high density.
- Universal Design policies now emphasize senior and special-needs households.
- University District preservation adds two points. It notes the homes are largely historic and suggests partnering with the Landmarks Commission or Wisconsin Historical Society.
- A new code action says to ensure codes align with State requirements.
- The section now more specifically calls-out Residential TID and WHEDA programs as incentive tools.

Parks, Recreation, Natural, & Cultural Resources

- The chapter is retitled. The draft was "Parks, Recreation & Nature."
- Goal 2 expands policies to include more stormwater related directions:
    - Maintain, fund, and enforce stormwater standards, including buffering development from flood and wetland areas.
    - Buffer new development to preserve public lake access.
    - Implement the Jefferson and Walworth County Land and Water Resource Management Plans.
    - Preserve SEWRPC environmental corridors.

Economic Prosperity

- Business Park policy is retitled and expanded. The final calls fully developing and strategically expanding the Business Park a priority.
- Student-retention recruitment now targets industries tied to the University's programs, research, and talent.
- Small-business policy adds specifically working with the immigrant community.

Public Services

- The communication policy now names the weekly Whitewater Register and the Whitewater Banner. The draft said there was no local newspaper outside the University's.
- Level of Service adds verifying protection areas for municipal wells.
- Map 9 adds the sanitary sewer boundary and land use layer.
- New Short-Term Implementation Priorities added for wastewater, water, storm sewer, street department, fire station, police department, library, and school district.

Implementation

- Capital Investment now says large projects that may require borrowing need Council approval after a review of City finances.
- The Action Program adds a comparison to the City's current financial position as a consideration.
- Intergovernmental partners add the Town of Cold Spring in several elements.
- The schedule adds an overarching action to update the zoning ordinance, rated short-term and ongoing.
- Schedule tables now carry a timeframe footnote defining short, medium, and long term.

Supplemental Information

- Environmental risk labels change from Major/Higher/Minor to High/Moderate/Low.

Item 2.

Whitewater Boundaries
County Limits
Extraterritorial Jurisdiction
Railroad
Waterways
Waterbodies

Future Land Use

- Agriculture (AG)
- Business Park (BP)
- Commercial Mixed Use (CMU)
- Downtown Mixed Use (DTMU)
- Golf Course
- High Intensity (HI)
- Industrial (IND)
- Low Intensity (LI)
- Medium Intensity (MI)
- Open Space (OS)
- Parks (P)
- Public/Semi-Public (PUB)
- University of Wisconsin - Whitewater (UWW)
- Urban Reserve (UR)

0 250 500 1,000 Feet

RDg PLANNING + DESIGN

WHITEWATER FORWARD

MOVING TOGETHER TOWARD 2045

NOVEMBER 2026

Table of Contents

Introduction.....04
Land Use.....10
Development Policy Areas.....30
Mobility.....50
Neighborhoods.....66
Parks, Recreation, Nature, & Cultural Resources..... .76
Economic Prosperity.....86
Public Services.....96
Implementation.....106
Supplemental Information.....122
Whitewater Today Report.....124
Engagement Report.....143
Forecast Methodology.....148

Acknowledgments

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WHAT IS A COMPREHENSIVE PLAN?

Whitewater Forward is a shared vision, built together. Through inclusive collaboration, residents and City Staff identified opportunities and challenges related to Whitewater's land use, infrastructure, public facilities, natural resources, and more. These broad range of voices forms the foundation to establish public priorities. The Plan serves three primary roles:

- **A Shared Vision.** Comprehensive planning provides an opportunity for residents to create a shared vision for the future.
- **Guidance for Decision Makers.** The Plan serves as a guide for City staff, the Planning and Architectural Review Commission, Common Council, and other City boards and commissions as they set policies, make public investments, and deliberate land use decisions.
- **Legal Basis for Land Use Regulations.** Wisconsin's comprehensive planning framework is primarily established in Wis. Stat. § 66.1001, enacted through the state's 1999 "Smart Growth" legislation. Plans must address required elements, including land use, housing, transportation, economic development, natural resources, intergovernmental cooperation, and implementation. Local zoning, subdivision, and official-mapping ordinances, including applicable shoreland and wetland regulations, must be consistent with the adopted comprehensive plan.

WHO USES THE PLAN?

The Plan offers guidance well beyond government. Achieving the goals articulated in the Plan requires collaboration. Users include:

- **The Public.** The Plan was authored with input from community stakeholders. The public should raise the goals expressed in the Plan in public forums and take actions to support improving the community.
- **City Staff.** The Plan informs Staff when assessing development regulations and additions to or enhancements of facilities, services, and capital projects. Department heads will use the Plan's recommendations to guide capital improvement projects, budgets, and future planning initiatives.
- **Community Leaders.** Policy makers, notably the Common Council and Planning and Architectural Review Commission, should use the Plan as a reliable guide for making decisions on policies and projects.
- **Developers and Landowners.** The Plan is a guide for those who want to invest in Whitewater. By understanding future goals, these stakeholders can approach projects with collaboration.
- **Partners Implementation.** Many partners will be continually engaged in implementing the Plan. Essential partners include Walworth and Jefferson County, the University, the Chamber of Commerce, school district, the State, and more.

WHITEWATER FORWARD IS NOT:

1. A Development Plan - individual landowners still lead property development.

2. A Zoning Map - instead, it informs and guides zoning decisions.

3. Static or Rigid - the Plan should change with the changing conditions over time.

4. A Capital Improvement Plan - the Plan guides priority investments, but does not prescribe public investment decisions.

5. Only for the City - all residents, organizations, and stakeholders with a vested interest in Whitewater should want to advance the Plan.

PLANNING PROCESS

Trends

Collecting and analyzing data to understand trends and forecasts.

Vision

Exploring concepts for the future, including land use, mobility, environment, housing, and more.

Elements

Adding the policy details for individual parts of the community and its operations.

Plan

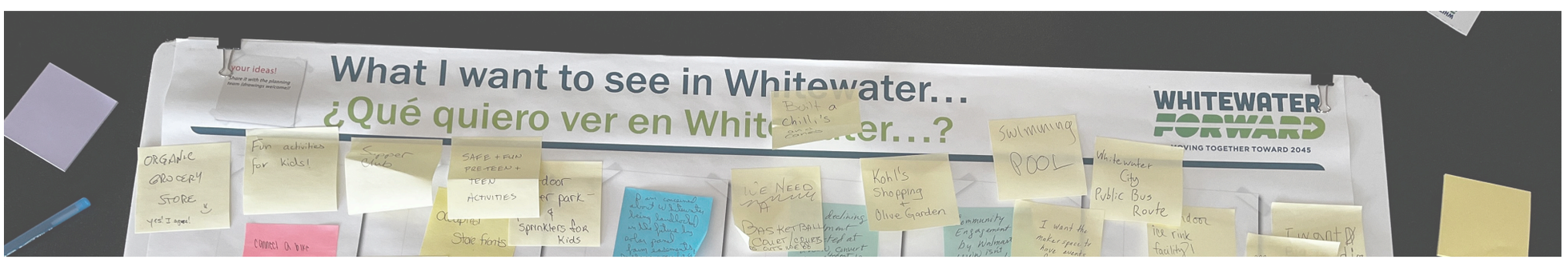
Revising and publishing the narrative and graphics for review and approval.

Advisory Work Group

Dec '25 | Feb | Mar | Apr | June | Aug | Sept | Oct

Major Public Events

Listening Sessions | Kick-off Open House | Design Studio | Joint PARC and Council | Final Open Houses



USERS GUIDE

Whitewater Forward frames the future. The goals and policies throughout the plan are flexible, property owner focused, and a basis for decision-making.

Planning For An Uncertain Future

Whitewater Forward illustrates a population growth scenario of up to 17,000 residents through 2045. The Future Land Use map depicts more than enough land to accommodate this level of growth through 2045. Planning for more land than is potentially needed allows flexibility in development directions and opportunities as they arise.

Also, the evolution of cities is a long process with any number of unforeseen situations that can change the trajectory of a city. For Whitewater, Whitewater Forward comes at a time of significant uncertainty as of 2026.

The 2020 Pandemic. In 2026, the COVID-19 Pandemic of 2020 had resolved. However, the lasting effects of the Pandemic on work lives, mental health, and physical health are becoming known. Trends in 2026 indicate a significant shift toward more remote working - where an employee can choose where to live based on lifestyle and not employer location. At the same time, college students are returning to campus with rebounding enrollments in the near term. **What could this mean for Whitewater through 2045?**

- Whitewater's' manufacturing and production base still requires employees to work on-site and live within driving distance. But employees in other professions that allow remote work may choose communities that offer more affordability, recreation, good schools, and an array of other quality of life features.

Aging Demographics. The Baby Boomer generation continues to reach retirement age. Workforce shortages are widespread throughout the country. It is possible that in the future there simply will not be enough working age populations to fill open positions to support business expansion. **What could this mean for Whitewater through 2045?**

- Businesses in Whitewater will need to continue adapting new ways to attract and retain employees. The quality of life and social connections for people living in Whitewater becomes even more important for employee retention. On the other hand, Whitewater will need to increase support for aging populations, including accessible design of public spaces, accommodating housing, and older household services.

Recessions. Inflation concerns after the Pandemic had many leading economists concerned about a looming recession. Combating inflationary pressures led to the highest mortgage rates since 2008 and a slowing of the housing market. The market is catching up, but housing construction remains a concern for meeting community needs. Whether a recession occurs in the near term is unknown. **What could this mean for Whitewater through 2045?**

- Long-range comprehensive plans will inevitably experience periods of recession. That is why Whitewater Forward plans for a large area of future development possibilities and is meant to be reviewed regularly for amendments. In the near term, the Plan provides flexibility to pursue policy, actions, and capital investments that meet needs.

Climate Influences. Regardless of where, communities will have to adapt to the new realities of weather extremes - heat, heavier rain events, and flooding. Whitewater will not be immune to planning for more weather events than in the past. **What could this mean for Whitewater through 2045?**

- First and foremost, the Future Land Use map and policies strive to maintain Whitewater's existing natural resources. This is the most basic measure. Over time, amendments to Whitewater Forward may include more detailed policies and actions that relate to relief from rising temperatures, new wetland/flood areas, and potential population growth from "climate migrants" from more impacted areas of the country.

Changing Households. As population ages, younger adults are delaying marriage and parenthood, or electing not to marry or have children. Together, these trends may increase the number of households while reducing the average number of people per household, or even overall population. This trend seems to be related to a number of factors including lower immigration, the cost of children, and changing family and lifestyle preferences. **What could this mean for Whitewater through 2045?**

- This has implications for the needs of the future population, school enrollments, and the number and types of housing needed. These trends could mean higher budget constraints across jurisdictions, but still a need for the same level of services. New ways to fund projects and address community needs require constant exploration.

Advanced Technology. Technological advancements are progressing at an astounding rate. The 2017 comprehensive plan could not have predicted the number of new technologies by 2026 or their influence on city development. The same will be true through 2045. **What could this mean for Whitewater through 2045?**

- Whitewater Forward takes a near-term approach to identify policies, actions, and capital investments to plan for known new or emerging technologies. At the same time, the plan is designed to adapt as new technologies arise within the overall vision and policy direction of Whitewater Forward. As an education-oriented community, Whitewater is well positioned to capitalize on technological change through partnerships among the City, educational institutions, businesses, and other community organizations. These partnerships can help develop a skilled workforce, support research and entrepreneurship, and create opportunities to test and implement emerging technologies as a catalyst for innovation, development, and economic growth.

Whitewater Forward presents directions to adapt to these uncertain situations within the context of other plans, studies, and reports. Policy, action, and capital investment decisions made today will filter through Whitewater for years to come.

Each Planning topic includes goals, policies, and actions:

GOALS

A set of statements that set future intentions. Goals help guide decision making when specific policies or actions are not listed in the Plan. Decisions should seek to reach the goals of each planning element.

POLICIES & ACTIONS

A set of specific approaches to achieve the goals of each planning element, the Future Land Use map, and Whitewater Forward as a whole.

Policies and actions should be supplemented by other City and partner strategic planning efforts to accomplish the goals. Priorities and actions may be amended or added to over time through regular plan evaluation.

COMMUNITY INPUT THEMES

Whitewater Forward relied on listening to the wants and needs of the community. Throughout the process, community members were invited to contribute their ideas and feedback both in-person and online. Features of the process included:

- Plan Advisory Work Group
- Project Website
- Online Interactive Map
- Online Community Survey
- Small Group Listening Sessions
- Kick-off Open House
- Design Workshops
- Final Open Houses

Advisory Work Group

The Whitewater Forward Advisory Work Group was an important team of decision-makers and involved residents focused on improving Whitewater. The group met six times throughout the process, guiding the engagement process, reviewing goals and strategies, and ensuring voices were heard and considered.

Listening Sessions

A diverse range of local subject matter experts were invited to share their perspectives on Whitewater. In early 2026, the planning team met with:

- Builders and Developers
- City of Whitewater Staff
- Education Leaders
- High School Students
- Local Business Owners
- Major Employers
- Non-Profit Organizations
- Property Managers and Landlords
- Service Providers

Pop-up Events

The planning team hosted five pop-up events and presentations throughout the process. The purpose of these events was to catch people at another event or place they were already at to share information and gather their ideas.

- Immigrant Support Coalition 03/11/2026
- International Children's Day 04/18/2026
- UW-W University Center 03/10/2026
- University Innovation Center 03/11/2026
- Whitewater Rotary 04/20/2026

Project Website

Throughout the process, the public was invited to learn about the planning process and share their ideas and concerns via input on the project website.

Monthly Poll

The website hosted monthly survey questions for residents and stakeholders. The topics of the surveys corresponded with plan elements under Whitewater Forward. Each month brought residents and stakeholders an opportunity to give input on a new topic.

Community Roundtable

In February 2026, the planning team hosted a community roundtable at the community center in Starin Park. A short presentation shared information about the planning process, and boards shared preliminary data findings. Attendees discussed their experiences in Whitewater, and shared with the planning team their ideas to improve the community in the future.

Design Workshops

The design workshops were hosted in the Cravath Lakefront building in April 2026. The design workshop served as an opportunity for residents and other stakeholders to discuss future land use and mobility with the planning team over maps.

Plan Open House

In September 2026, the public was invited to learn about the refined goals and initiatives to be included in the plan before finalizing recommendations for approval.

WHAT TO EXPECT IN WHITEWATER FORWARD

Goal Statements

Land Use

Mobility

1. Have a safe, connected, and accessible mobility system for all users.
2. Offer options to walk, bike, and use other non-motorized mobility options to reach destinations.
3. Collaborate on regional mobility options, including transit, shared-ride service, and connections to nearby communities.
4. Maintain and improve street, freight, and mobility infrastructure in a fiscally responsible and resilient manner.

Neighborhoods

1. Have housing types for people in all stages of life and income ranges.
2. Preserve the existing housing stock.
3. Support housing needs through partnerships, policy, and public incentives.

Parks, Recreation, & Nature

1. Provide places where residents, employees, and visitors can gather, be active, and build social connections.
2. Maintain natural areas, parks, and open spaces that provide a system of interconnected trails and greenways.
3. Build partnerships that share a diverse supply of recreation options.
4. Budget responsibly for maintenance and improvement needs.

Economic Prosperity

1. Support to fill and expand the Whitewater Business Parks.
2. Be attractive and well-functioning for a range of industrial enterprises.
3. Have a diverse, year-round economy that attracts and retains employment, young professionals, entrepreneurs, and businesses.
4. Complement Downtown development policy directions.

Public Services

1. Be transparent and openly collaborate with residents, businesses, and partners.
2. Responsibly invest in public facilities and infrastructure that strategically encourages private sector investment.
3. Grow in a way that supports efficient and cost-effective delivery of services.
4. Partner with other organizations to share facilities and services.

Implementation

1. Plan Maintenance.
2. Plan Support and Collaboration.
3. Implementation Schedule.

LAND USE FORWARD

The Foundation of the Plan

Household changes are a primary indicator of future needs. Whitewater Forward uses a forecast based on market studies and discussions with stakeholders in Whitewater to determine growth possibilities.

Going forward, a slight growth rate in the resident population is feasible to reach about 17,000 people by 2045 if adequate housing and community amenities are available to meet demand and advance quality of life. There is ample land under private ownership within the city limits in 2026 to support this increase in 1,200 people, if private property owners choose to sell or develop.

Population Forecasts for Whitewater

Whitewater Forward uses a population forecast based on 0.4% annual resident growth, plus modest student population growth through 2030 according to the University's strategic goals. This reflects both high and low past trends while recognizing broader future trends that may limit growth, including an aging population, smaller families, and slower migration. Future growth will depend on Whitewater's ability to attract residents through quality of life, housing options, and economic opportunities.

The Methodology

Several methods and studies inform Whitewater Forward:

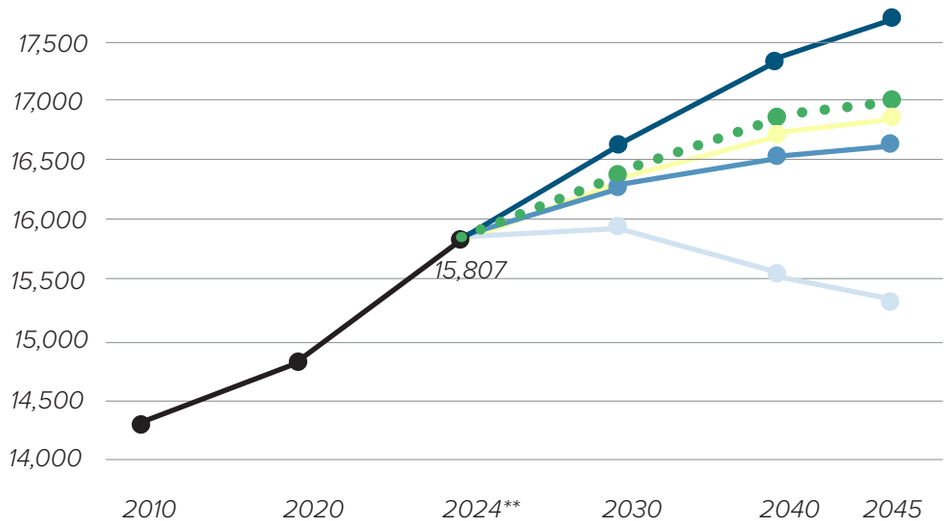
- The 2017 Comprehensive Plan - 0.75% total annual growth
- The 2024 Rental Market Analysis - 0.24% total annual growth
- The VISION 2050 regional plan - 0.34% total annual growth for the Whitewater Sewer Service Area
- Preliminary 2060 population projections published by SEWRPC showed growth for Walworth and Jefferson counties.

Considering these sources, Whitewater Forward uses a 0.4% annual resident growth forecast through 2045, with slight student growth through 2030.

Whitewater can reach a population of 17,000 by 2045 with proactive housing and economic development policies. For planning purposes, Whitewater Forward uses an average annual growth rate of the resident population and does not factor local student population into the compounded growth rate. This method tends to describe total potential of the permanent population over students that are mostly in Whitewater temporarily.

Forecasts are planning tools, not guarantees. Actual growth depends on conditions, development activity, housing availability, and unexpected events such as major employment or economic shifts. The forecast should be monitored and updated after the 2030 Census.

*Figure 1: Population Possibilities, 2045**



***With student population in Whitewater growing 6% total by 2030, then flattening**
****Some of the 2020-2024 growth is student enrollment growth coming back from the Pandemic**

17,745 0.75% 2017 Comp. Plan Rate	17,003 0.40% Whitewater Forward Rate**	16,880 0.34% 2010-2020 Census Trend	16,680 0.24% 2024 Rental Market Study	15,332 -0.49% Wis. Dept of Administration

0.4% forecast with transient student population removed	2024	2030	2035	2040	2045
Whitewater Forward Rate	9,007	9,225	9,411	9,601	9,794
Student population added back with 6% growth by 2030	**2024**	**2030**	**2035**	**2040**	**2045**
Whitewater Forward Rate	15,807	16,433	16,619	16,809	17,003

Purpose of the Future Land Use Map

Land use decisions by City leaders should generally reflect the intent and policy actions of the Comprehensive Plan. Whitewater Forward is flexible and should be reviewed regularly to ensure it is relevant and current.

Basis for Land Use Decisions

The Whitewater Forward future land use map provides the basis for decisions of the Staff, the Common Council, and the Plan & Architectural Review Commission. The map is critical to approval processes for development proposals and zoning decisions.

A Generalized Map

The Whitewater Forward future land use map should be interpreted generally. It is not a zoning map or engineering document. The map guides the zoning map and shows general land use locations, transitions, major trails, and critical street connections.

Property Owners Initiate

Whitewater Forward depicts land uses for privately owned properties. Property changes from existing uses will occur over time in response to market forces and owner interests as property owners voluntarily sell, develop, or change the use of their land.



Above: The Whitewater Forward working group considers and discusses future land use options in the community and extra-jurisdictional area.

Land Use Framework

In Whitewater, each land use decision must consider the long-range impact on the site, but also the amount of land in the city that can be used for different ways. A framework for land use decision-making includes form and design guidelines for each land use designation.

Whitewater Forward uses an intensity-based approach to create mixed-use, walkable neighborhoods in Whitewater.

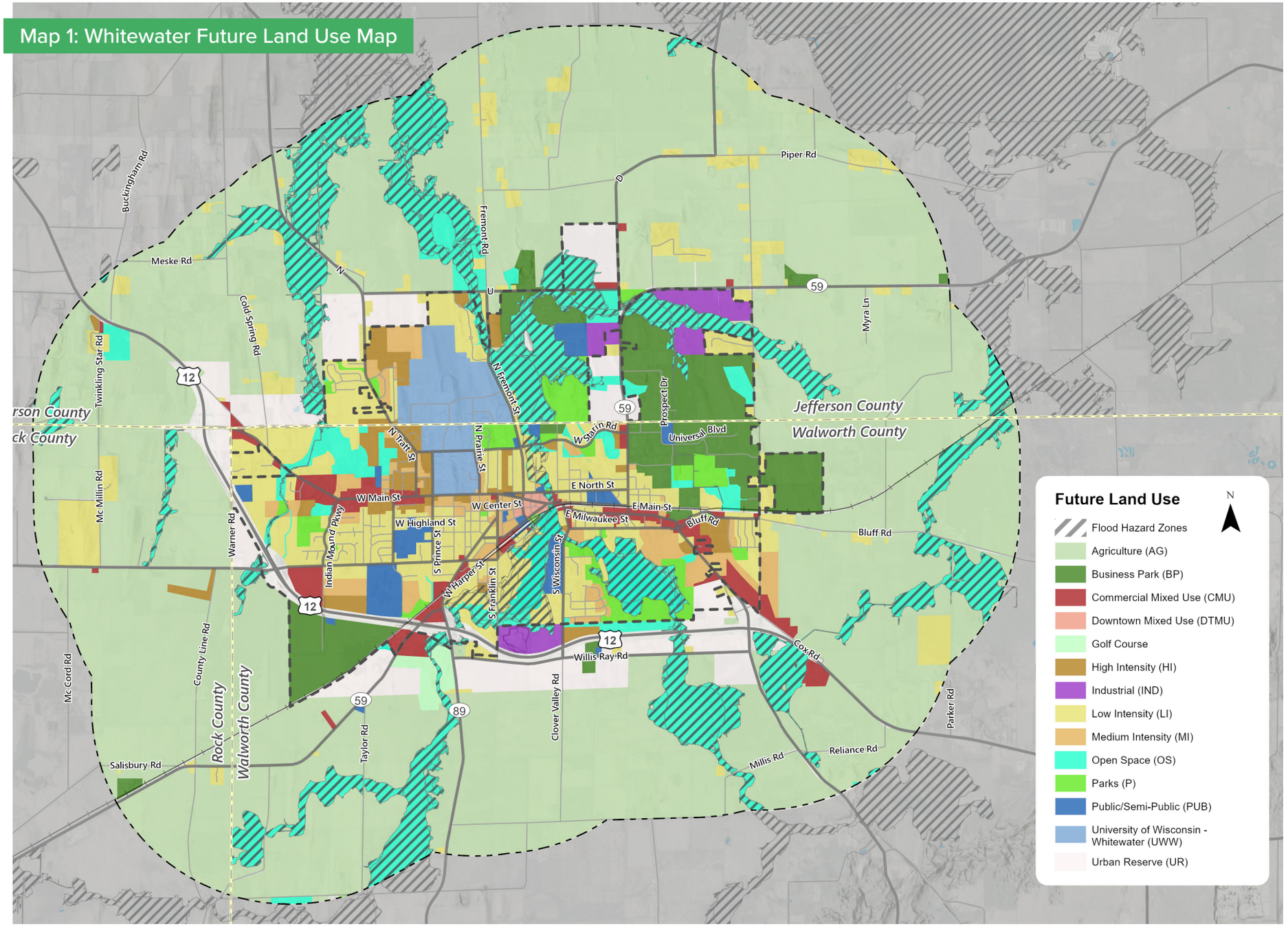
New development, existing development, and redevelopment should improve the experience for those living in, working in, and visiting Whitewater. An intensity-based framework focuses on the design and feel of a place according to the use context.

Important elements in approaching Future Land Use

- **Mixing of Uses.** Mixing compatible but different uses creates more interesting and attractive communities. Whitewater Forward recommends a flexible land use approach that encourages mixing uses based on complementary characteristics.
- **Allowing Purposeful Density.** Density can be a comfortable addition to Whitewater's land base. Almost any site in commercial mixed-use, medium intensity, and high intensity areas can accommodate density with proper design for parking, height, building orientation, and other factors.
- **Environmental Preservation.** Sensitive natural features should always be protected. Whitewater Forward reserves major sensitive areas such as parks, floodplains, wetlands, and steep slopes. The plan may not designate all sensitive areas, but growth should accommodate natural features. All areas should include stormwater best management practices that align with the intensity of development.
- **Active Mobility.** Whitewater Forward identifies future road connections and trail routes for efficient mobility within the city and to regional systems. All areas should include interconnected paths and complete streets where possible, even if not explicitly shown on the maps.

It is important to remember that while the intensity-based concept promotes the mixing of uses, it does not mean that every land use is appropriate everywhere. Location standards and compatibility requirements are an important part of the future land use plan.

Map 1: Whitewater Future Land Use Map



What is Intensity?

The Whitewater Forward land use plan designates how much development occurs in an area and how that development affects its neighbors. This is measured by intensity and/or density of development. In residential areas, intensity is measured by dwelling units per acre. For other uses, the amount of traffic a site generates or how it affects its neighbors determines intensity.

For example, if six single-housing units are included on one acre of land, the density of the site is six units per acre (du/A). The higher the number of units on an acre, the more intense the land use.



Low Intensity

The image on the left shows what a potential Low Intensity neighborhood may look like, including a variety of housing and land use types. This diagram includes 50% single-family detached, 25% single-family attached, and 25% duplex homes.



Medium Intensity

The image on the left shows what a potential Medium Intensity neighborhood may look like, including a variety of housing and land use types. This diagram includes 40% single-family detached, 25% single-family attached, and 25% townhomes, and 10% small-scale multi-family structures.



High Intensity

The image on the left shows what a potential High Intensity neighborhood may look like, including a variety of housing and land use types. This diagram includes 20% single-family detached, 40% townhomes, 30% small-scale multi-family structures, and 10% larger and mixed-use multi-family structures.

Low Intensity (LI) | Land Use Description

A pattern of lower-density development. Compared to other residential and land use designations, Low Intensity (LI) has more space and separation of uses. Low Intensity areas may include a horizontal mix of primarily single-family residential uses. Limited non-residential uses may be permitted at a compatible scale, appearing like a residential use.





Residential Uses

- Neighborhoods emphasized single-unit detached and attached homes.

Residential Form

- General development density up to five units per acre. Lot sizes can vary to provide different housing types and sizes.
- Developments should provide connectivity within and between developments for both cars and pedestrians.
- A framework of connected open space should create a sense of neighborhood gathering spaces.

Non-Residential Uses

- Lower intensity civic uses.
- Neighborhood parks.
- Small-scale neighborhood commercial/ offices that resemble the appearance of a residential use.

Non-Residential Form

- Building orientation to the street is preferred, with parking in the side or rear yard.
- Buildings are mostly one or two stories.

Locational Considerations

- Higher densities are typically at transition points with other more intense uses.
- Areas might need buffers from arterial streets and other more intense land use categories.
- Location of LI areas needs careful consideration not to occupy land better suited for higher intensities and non-residential uses.

Land Use Compatibility

Low Intensity is most compatible adjacent to:

- Medium Intensity
- High Intensity and Commercial Mixed-Use/ Downtown with adequate buffering design
- Parks
- Open Space
- Public/Semi Public
- Agriculture

Medium Intensity (MI) | Land Use Description

Medium Intensity areas include mostly a horizontal mix of residential and non-residential at moderate densities and scales. More variety in housing arrangements and incorporation of lower intensity commercial. Increased intensity (compared to LI) expands opportunities of economic activity and social interaction. There may also be opportunities for vertical mixed-use at limited heights.





Residential Uses

- Neighborhoods that incorporate a mix of housing types, including single-unit detached, attached, townhomes, and small-lot residential.

Residential Form

- General development density of five to twelve units per acre. Lot sizes can vary to provide different housing types and sizes.
- Developments should provide high connectivity with multiple access points into neighborhoods for both cars and pedestrians.
- Attached housing developments maintain the identity of the individual housing unit.

Non-Residential Uses

- Lower intensity commercial and mixed-use options are generally allowed, with shared parking and comparable scale to surrounding future uses.
- Civic uses of similar intensities.
- Neighborhood parks.

Non-Residential Form

- Building orientation to the street is preferred, with side or rear parking and pedestrian accommodations.
- Buildings should be three stories or less.
- Any retail/office clusters should be around arterial or collector streets, or at transitions to higher intensity uses.

Locational Considerations

- Higher densities are typically at transition points with other more intense uses.
- Developments connect to commercial services and civic destinations.
- Careful considerations of location to not occupy land better suited for higher intensities and non-residential uses.

Land Use Compatibility

Medium Intensity is most compatible adjacent to:

- Low Intensity
- High Intensity
- Commercial Mixed-Use/Downtown
- Parks
- Open Space
- Public/Semi Public
- University

High Intensity Residential (HI) | Land Use Description

High Intensity areas include more urban services with a horizontal and vertical mix of high-density residential uses and commercial uses of compatible intensities and scales. These are areas with increased economic activity and a higher frequency of different and complementary uses.





Residential Uses

- Neighborhoods that incorporate a mix of housing types, with mostly multi-unit structures such as townhomes, row houses, and multi-unit complexes.

Residential Form

- General development density over twelve units per acre.
- Avoid creating isolated complexes. unless to protect environmental features and with direct trail access.
- Developments should provide high connectivity within and between developments for both cars and pedestrians.

Non-Residential Uses

- Office and commercial uses are appropriate mixed into sites and buildings, but the primary use is residential.
- Parking garages or public parking lots can be allowed with location and design considerations.
- Civic uses of similar intensities.
- Neighborhood parks.

Non-Residential Form

- Building orientation to the street is preferred, with parking in the side or rear yard and pedestrian accommodations.
- Uses can be mixed horizontally and vertically, resulting in complementary and alternating times of use and the ability to share parking areas.
- Buildings are mostly under five stories.

Locational Considerations

- Developments should have access to major streets and activity centers, with traffic directed to arterial and collector streets.
- Careful consideration of location not to occupy land better suited for employment or regional commercial retail uses.

Land Use Compatibility

High Intensity is most compatible adjacent to:

- Low Intensity with adequate buffering design
- Medium Intensity
- Commercial Mixed-Use/Downtown
- Business Park
- Industrial with adequate buffering design
- Parks
- Open Space
- Public/Semi Public
- University

Commercial Mixed-Use (C) | Land Use Description

Commercial Mixed-Use areas provide opportunities for businesses that serve Whitewater and the greater region. These areas may already be developed, and have opportunities for redevelopment. While these areas may be primarily accessed by car, they should integrate with the greater trail and pedestrian network.





Uses

- Varied commercial uses, including but not limited to:
  - *Personal services*
  - *Offices*
  - *Restaurants*
  - *All types of retailers*
  - *Auto-oriented services and sales*
  - *Limited artisan manufacturing*
  - *Multi-use centers*
- Limited outdoor operations can be appropriate with design regulations for external visual or noise effects on adjacent lower intensity areas.
- Residential may be allowed, especially when integrated into a multi-use building, center, or elsewhere on a site. The density of residential uses are similar to High Intensity areas.

Form

- Developments may include freestanding structures, attached centers, or vertical mixed-use.
- Developments should have strong pedestrian circulation and connections to the surrounding areas.
- High site design standards create appealing street frontages such as landscaping, outdoor storage screening, and buffering from lower-intensity uses.
- Internal streets and pedestrian routes connect buildings and parking areas across sites. Shared parking lots are preferred when possible.
- Amenities for the public are frequent, such as parks, plazas, and outdoor seating.
- The height of non-residential structures should consider the scale of surrounding neighborhoods.

Locational Considerations

- Developments are generally located along collector streets or higher classification. Trail access is highly preferred.
- Location does not require primary access that directs traffic through lower-intensity areas.

Land Use Compatibility

Commercial Mixed-Use is most compatible adjacent to any future land use area, with adequate buffering design next to low intensity areas.

Downtown Mixed-Use (DTMU) | Land Use Description

Whitewater's historic downtown core is primarily mixed-use, with retail shops, housing, restaurants, and other destinations located in one neighborhood. Its proximity to Cravath Lake and nearby parks, trails, and other outdoor recreation amenities further contributes to downtown's distinctive character, accessibility, and appeal for residents and visitors.





Uses

- All types commercial and civic uses catering to a walkable environment.
- Auto-oriented uses with drive-thrus, large parking lots, and outdoor operations are not appropriate.
- Residential is allowed within mixed-use commercial sites and buildings.
- Public spaces and amenities are encouraged to improve curb appeal and create pockets of social interaction.

Form

- Developments should have strong connections to surrounding neighborhoods with a high level of walkability.
- Developments should be pedestrian in scale, with short distances between parking and front doors.
- Adjacent development areas should share parking areas when possible to reduce parking lots.
- Align building design with historic preservation guidelines for those areas within the Whitewater Downtown Historic District.

Locational Considerations

- Limited to Downtown Whitewater.

Land Use Compatibility

Downtown is most compatible adjacent to all areas through blending building scale into neighborhood transition points.

Business Park (BP) | Land Use Description

Space that allows a broad range of larger footprint uses that employ large numbers of people, such as office buildings, technology centers, and business parks.





Uses

- Larger business or regional uses that focus on office, office/industrial flex spaces, and indoor production or manufacturing that has limited outdoor operations with design regulations for external visual or noise effects on adjacent lower intensity areas.
- Smaller commercial uses may be provided to support the primary employment generators, but are not meant to be stand-alone uses.
- The area is for non-residential uses but can incorporate residential uses at a limited scale.

Form

- Developments have higher site design standards along street frontages and transitions to lower intensity districts. Examples include landscaping, connections, storage screening, and buffer from lower-intensity uses.
- Landscaping should be integrated both along streets and within parking lots.

Locational Considerations

- Developments should be located along collector or arterial corridors with traffic to BP areas orientated to prevent circulation through lower intensity areas.
- Operational standards consider traffic, noise, and lighting.
- Transitions to lower intensity areas will typically occur at street transitions.

Land Use Compatibility

Business Park is most compatible adjacent to:

- High Intensity
- Commercial Mixed-Use
- Industrial
- Public/Semi Public, when use and intensity are similar
- Parks
- Open Space
- University

Industrial (I) | Land Use Description

Space that allows a broad range of larger footprint uses that employ a large number of people, with a higher intensity than Business Park, such as bulk processing, manufacturing, and outdoor storage facilities.





Uses

- Larger manufacturing, warehousing, and distribution uses.
- Heavy materials production and uses with significant outdoor operations with design regulations.
- Smaller commercial uses may be provided to support the primary employment generators, but are not meant to be stand-alone uses.
- Residential uses are not appropriate unless intended as employee-provided housing arrangements.

Form

- Developments have higher site design standards along street frontages and transitions to lower intensity districts. Examples include landscaping, connections, storage screening, and buffer from lower-intensity uses.
- Special considerations to the image that travelers see along arterial streets and from nearby attractions.
- Landscaping should be integrated both along streets and within parking lots.
- Screening of permitted outdoor storage areas visible from any street or adjoining neighborhood to mitigate negative environmental impacts.

Locational Considerations

- Developments should be located along collector and arterial corridors or rail lines.
- Uses with high external impacts, such as noise and smell, are allowed provided they mitigate anticipated adverse impacts on adjacent land uses.
- Operational standards should consider traffic, noise, lighting, and air quality.

Land Use Compatibility

Industrial is most compatible adjacent to:

- Business Park
- Public/Semi Public, when use and intensity are similar
- Open Space
- Agriculture

University (UWW) | Land Use Description

Space for educational, institutional, and residential use by the University of Wisconsin-Whitewater. Designated areas reflect existing uses while supporting the University's continued growth and evolution as a community anchor. The University's presence can be leveraged through coordinated planning, partnerships, and compatible development.





Uses

- Uses for the University of Wisconsin-Whitewater such as:
  - *Education buildings*
  - *Administrative structures*
  - *Sports and recreational facilities*
  - *Student housing*

Form

- Developments should provide connectivity within and between developments for both cars and pedestrians.

Locational Considerations

- New developments should consider adjacent properties and their intensities.

Land Use Compatibility

University is most compatible adjacent to:

- Low Intensity
- Medium Intensity
- High Intensity
- Commercial Mixed-Use
- Business Park
- Parks
- Open Space
- Public/Semi Public

Public/Semi Public (PUB) | Land Use Description

Space for educational, institutional, assembly, and other public uses, including schools, cemeteries, and public facilities. Designated areas are existing uses. The future land use plan identifies the largest public and semi-public uses.





Uses

- Educational: Public, private, and parochial institutions at K-12 and their accessory uses.
- Institutional and Assembly: Larger community, religious, or cultural facilities, public health care facilities, and their accessory uses.
- Utilities and public works facilities.
- Government.

Form

- Public facilities should be held to the same standard for site design and connectivity as any private enterprise of similar intensity.
- Public/Semi Public uses may be permitted in several areas, including residential areas.

Locational Considerations

- None.

Land Use Compatibility

Public/Semi Public can be compatible adjacent to all land uses, when intensity are similar.

Parks (P) | Land Use Description

Areas devoted to park space and trail usage. Contains valuable environmental features that should not be developed or would make good recreational spaces.





Uses

- Development is limited to trails and recreational features with a limited number of enclosed structures.

Form

- Parks can have more intense recreational uses. Parks that generate heavy traffic, like sports complexes, should be treated like comparable commercial uses for the traffic and compatibility issues they generate.
- Heavy use of green infrastructure and stormwater management.
- Development on the periphery should not remove trees or other natural landscaping to help retain natural filtering and protection from pollutants.

Locational Considerations

- Includes existing and future parks.
- Neighborhood, community, and regional parks are all part of a larger parks system, and should be spread across the community for access.

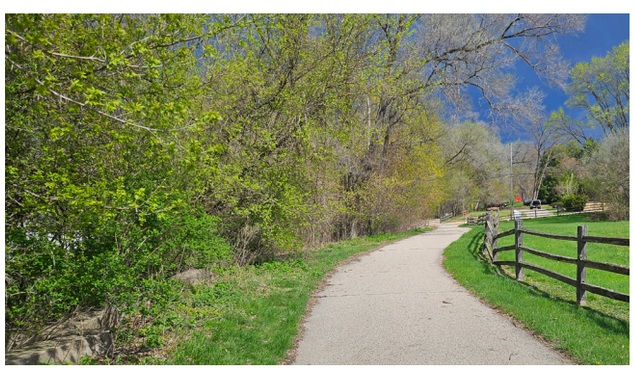
Land Use Compatibility

Parks are compatible adjacent to all land uses.

Open Space (OS) | Land Use Description

Areas devoted to open space that is undevelopable due to floodplain or other environmental features. Contains valuable environmental features that should not be developed.





Uses

- Development is not possible because of floodplains, slopes, or other natural features.
- Limited to trails and passive recreation.

Locational Considerations

- Includes open spaces that are undevelopable due to floodplain or environmental features.

Form

- Open spaces are for stormwater management systems and natural areas where wetlands, floodplains, and any other sensitive areas should be preserved. Development is limited to park areas.
- Minimal site disturbance with heavy use of green infrastructure and stormwater management.
- Development on the periphery should not remove trees or other natural landscaping to help retain natural filtering and protection from pollutants.

Land Use Compatibility

Open spaces are compatible adjacent all land uses.

Agriculture (AG) | Land Use Description

Areas in agricultural use and not likely to experience development in the life of this plan.





Uses

- Agricultural production and its associated uses such as farm storage, animal confinements, and product storage and processing.
- Commercial uses are inappropriate, exclusive of small businesses using accessory structures associated with a primary residence.
- Residential use are permitted as rural residences associated with agricultural operations.

Form

- Any adjacent development must design for future expansion of streets, sewers, and infrastructure facilities into these areas without configurations requiring growth to leap-frog parcels.

Locational Considerations

- Limited development during the life of this plan.

Land Use Compatibility

Agriculture is most compatible adjacent to:

- Low Intensity
- Commercial Mixed-Use
- Business Park
- Industrial
- Parks/Open Space

Urban Reserve (UR) | Land Use Description

Long-term growth areas with an emphasis on land preservation for future development. These are areas beyond those already planned for the next 15-20 years of growth.

Uses

- Reserved for long-term urban development, with primary uses in the short term remaining as open space and agriculture.

Form

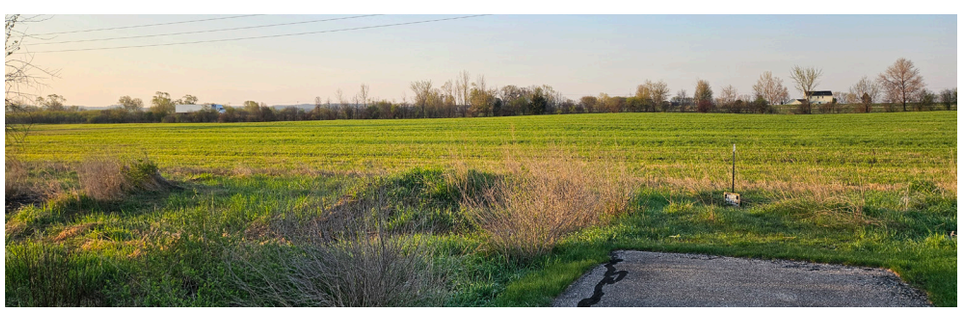
- Any adjacent development must design for future expansion of streets, sewers, and infrastructure facilities into UR areas without configurations requiring growth to leap-frog UR development areas.
- Any privately led development in UR areas must be reviewed for consistency with the land use principles outlined in the plan.

Locational Considerations

- Limited development during the life of this plan.

Land Use Compatibility

Urban Reserve is most compatible adjacent to all land uses.



Flood Hazard Zones | Description

Flood areas include land that may already be developed, but where new development must follow floodplain regulations. The Flood Hazard layer shown on the Whitewater Forward Future Land Use Map is based on the most current floodplain mapping designated by FEMA as of fall 2026. FEMA may revise its floodplain designations and maps periodically. Therefore, Flood areas are subject to change and should be verified using the latest available FEMA information.

These areas have underlying Future Land Use designations. Future development and redevelopment must follow floodplain standards and consider impacts on other environmental conditions, and limit those impacts thought resilient site design.

Uses

- These areas may be used within their underlying Future Land Use designations, subject to floodplain regulations.

Form

- These areas should follow the form for their underlying Future Land Use designations, subject to floodplain regulations.

Locational Considerations

- These areas are in flood hazard areas.

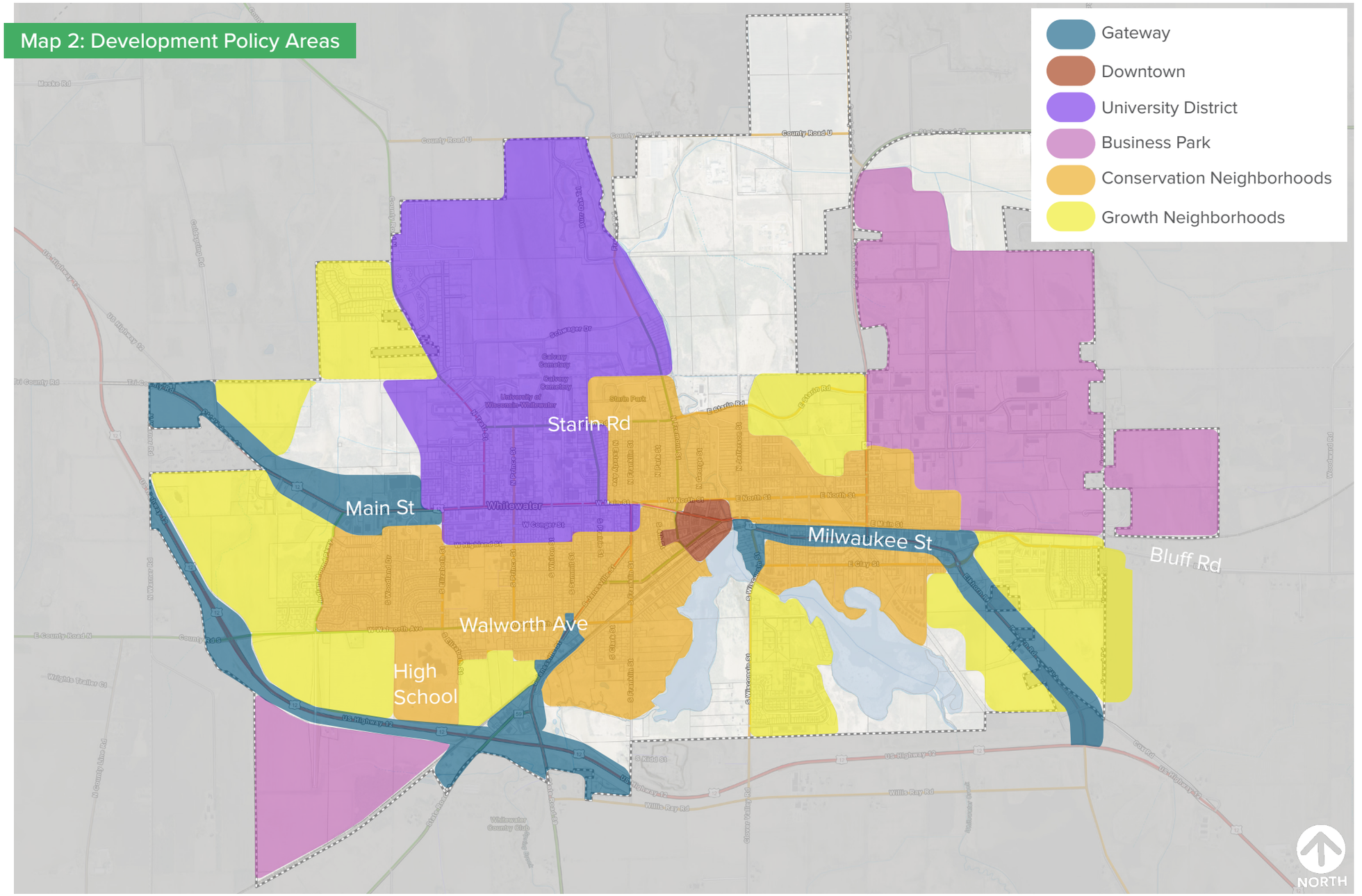


Development Policy Areas

Whitewater has distinct areas that differ in their character and purpose in the community. General development policies are tailored to each of these unique development areas that draw on the future land use directions, neighborhood characteristics, and community engagement.

The policies identified in the following section should be viewed from a big picture perspective on applying future land use directions and other policy approaches throughout this plan.

Map 2: Development Policy Areas



See the Economic Prosperity Chapter for Business Park Policy Guides

MILWAUKEE STREET GATEWAY

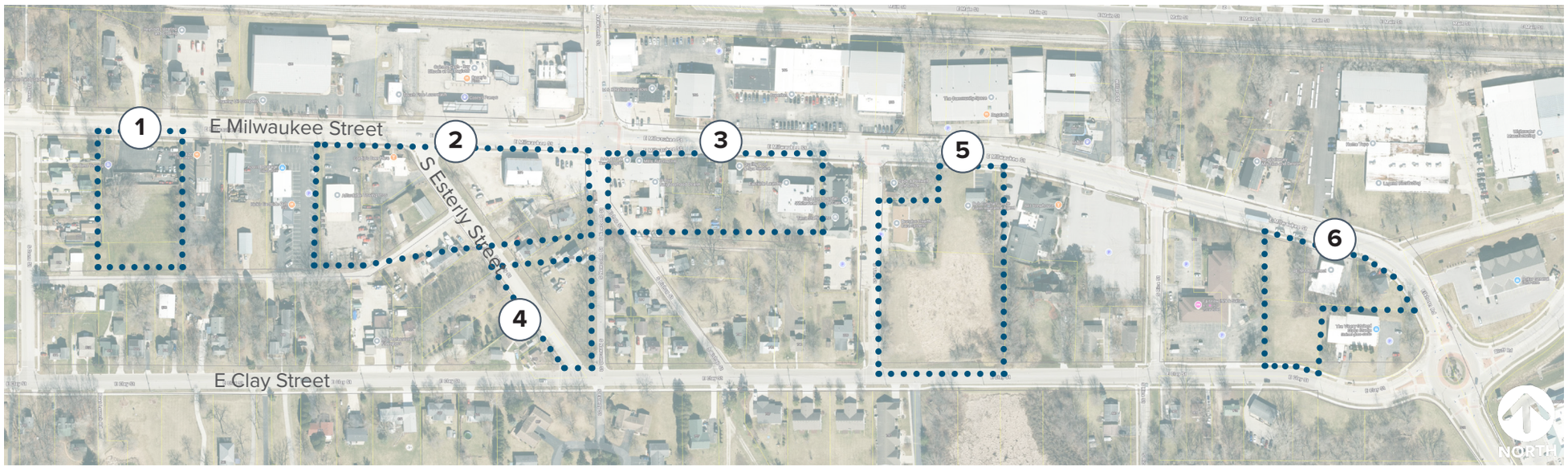
Milwaukee Street and other gateway corridors create the first impression of Whitewater for many visitors and students. The appearance and character of these corridors influence perceptions of the community and can shape decisions about where people choose to live, invest, study, and explore. As highly visible public spaces, gateway corridors should reflect the community's identity and create an inviting sense of arrival.

Success depends on partnerships among the City, property owners, businesses, institutions, and residents to improve building appearance, landscaping, access management, and redevelopment opportunities. Investments along Milwaukee Street shown here is an example of how to strengthen the image and economic competitiveness of the entire community.

While Milwaukee Street is predominantly commercial, it also includes industrial and residential areas that should evolve in a coordinated manner. The following policies are intended to encourage quality development that enhances Whitewater, supports economic vitality, and creates a memorable gateway for everyone entering the city.

Development Policies

- **Allow market driven incremental change.** Business corridors include many property owners, all making individual decisions. A policy that wills things to be done in the face of economic drivers rarely succeeds. Actual change will occur through individual decisions responding to markets, trends, and goals at the time.
- **Consider the City's role and redevelopment strategy.** The pace and pattern of redevelopment will largely depend on the City's role in economic development. By partnering with property owners, developers, and community organizations, the City can help assemble sites, reduce implementation barriers, and encourage strategic investment through incentives, land acquisition, infrastructure improvements, and other public-private partnerships.
- **Create connectedness without conflict.** Respond to the needs of both residents and businesses. Businesses need parking, exposure, signs, lighting, and service areas. Residents need calmer streets, walkways, and, for many, a reasonable level of peace. These conflicting needs often lead to the physical separation and buffering of uses. This physical separation can defeat many mixed-use goals.
- **Manage access along Milwaukee Street.** Redevelopment should minimize curb cuts, reduce traffic conflict points, and improve safety and traffic flow along Milwaukee Street. Where possible, new development should share driveways and link parking areas.
- **Buffer higher and lower intensity uses.** Buffering with landscaping is preferred over large separation distances to promote a mixed-use and connected environment. This includes screening outdoor storage areas, ideally using natural screening materials.
- **Avoid large expanses of concrete.** Break up parking lots to provide shade and the ability to absorb stormwater.
- **Maintain internal and external pedestrian connections.** This is especially important between visitor services (hotels, restaurants, etc.). Keep wayfinding current with these connections.
- **Maintain flexible zoning requirements.** Regulations should allow a clear path for the reuse, redevelopment, and revitalization of low performing commercial areas.



The diagram identifies opportunity sites where obsolete land uses, aging development, or poor site aesthetics influence the image of Whitewater.

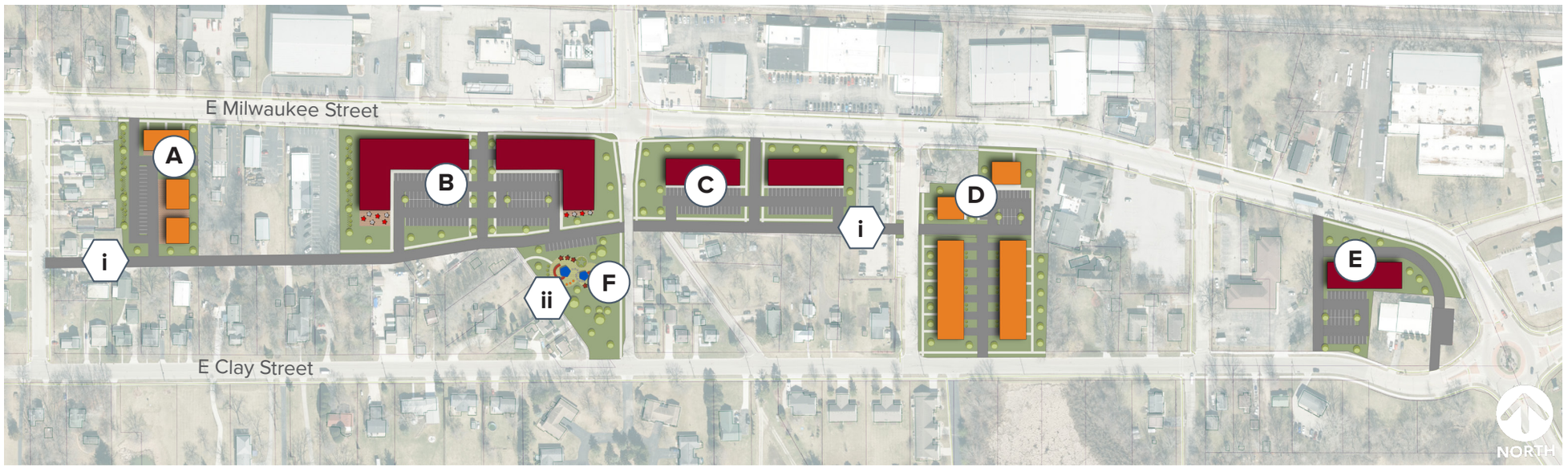
Many visitors to Whitewater arrive via Highway 12 on S Janesville, Main, or E Milwaukee. W Main Street's proximity to the University drives development interest. E Milwaukee Street has started to see private reinvestment with public street improvements. Today, it is a mix of auto-oriented service uses, businesses, restaurants, offices, and residential. The community sees the corridor as an opportunity separate from the business and service district around the University.

From an economic development approach, the south side of E Milwaukee Street offers a residential and mixed-use opportunity because of its neighborhood qualities and possible locations where higher density residential development may be more acceptable.

The image shows examples that apply policy approaches. It is not a development proposal or specific design requirement.

1. Site includes existing surface parking lot with large open space behind and collectively owned by one property owner.
2. Site includes aging commercial development and odd alignment of Esterly Street presents an opportunity for redirection of the area.
3. Site includes single-family homes on a busy street and older commercial uses can be combined for a new development site.
4. Site includes a few single-family homes near higher-intensity commercial uses and open green space. Only one property requires access to Esterly Street.
5. Site includes large open space, aging multi-family building.
6. Site includes an obsolete commercial building and open green space.

Development Policy Approach: Milwaukee Street



The concept illustrates a test-fit scenario for coordinated redevelopment, assuming the City plays an active role in advancing economic development initiatives.

i **Upgrade the rear alley into an access drive connecting future development areas.** Today, Milwaukee Street has numerous business driveways that create frequent conflict points. A new parallel access drive can direct traffic to nearby north-south streets and reduce turning movements along Milwaukee Street.

ii **Decommission Esterly Street.** Esterly Street currently serves only one single-family property. If that property is acquired, continued maintenance of the street would no longer be necessary.

A **Future medium-intensity development.** The two adjacent lots total 1.33 acres. Located between single-family homes and commercial uses, the site is well suited for either commercial or multi-family residential development. The test-fit concept shows a series of two-story, 8-plex buildings (four units per floor).

B **Assemble sites for larger mixed-use development.** The complexity of this project requires a public-private partnership, with properties voluntarily assembled to create a site large enough to attract a private developer. While larger mixed-use projects have faced challenges elsewhere in the community, development along Milwaukee Street may receive stronger public support.

C **Assemble sites for larger development projects.** As properties become available, the City should coordinate with partners to facilitate redevelopment at a scale that attracts private investment.

D **Future development.** The test-fit concept preserves the existing single-family home at 803 Milwaukee Street while illustrating medium-intensity residential development on the remaining site.

E **New commercial.** Any new commercial project should connect to adjacent properties to improve access and circulation.

F **Potential neighborhood park.** Assembling the triangular group of properties and decommissioning Esterly Street creates an opportunity for a neighborhood park serving the growing residential area.



The Milwaukee Street Corridor can evolve to support new development options, including mixed-use and higher-density housing projects. The illustration conveys a test-fit scenario that is driven by the private sector.

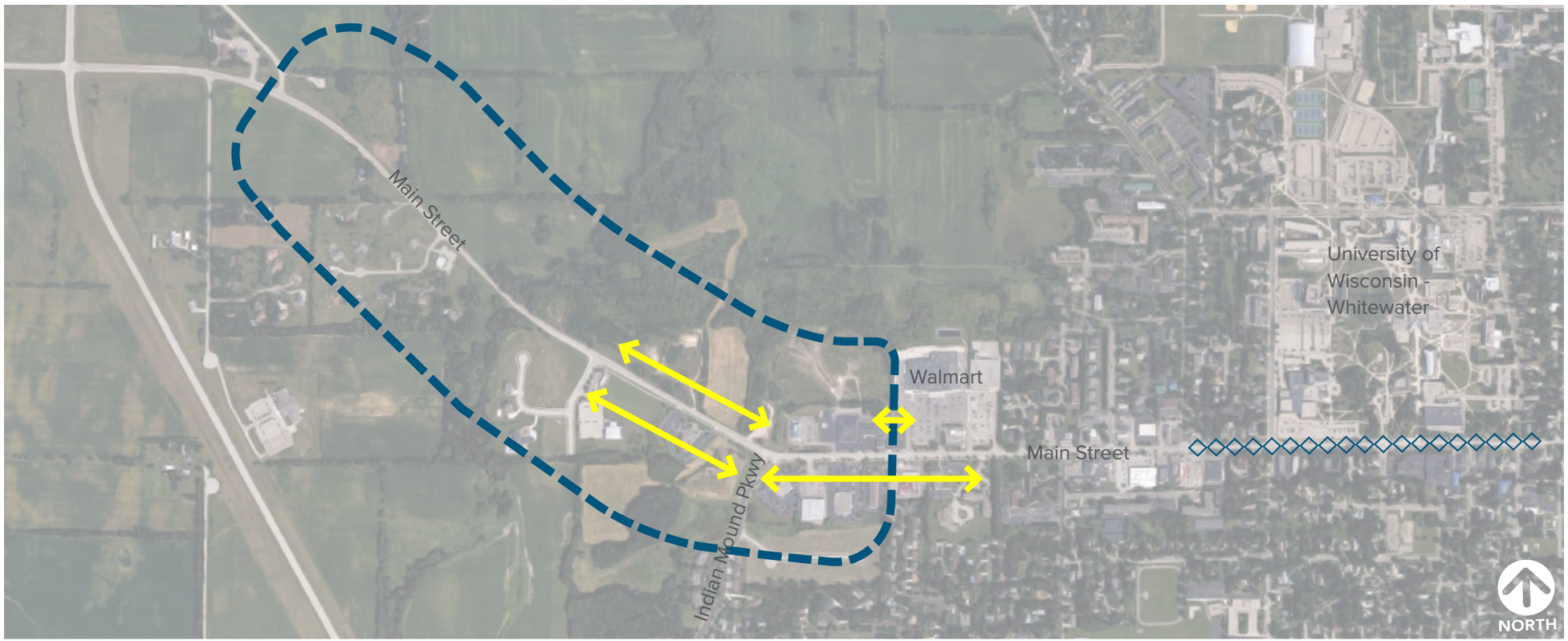
WEST MAIN STREET GATEWAY

Similar to Milwaukee Street, the appearance and character of the Main Street corridor influence perceptions of the community and can shape decisions about where people choose to live, invest, study, and explore. As highly visible public spaces, gateway corridors should reflect the community's identity and create an inviting sense of arrival.

The long-term success of the Main Street corridor will depend more on consistently applying sound development policies than on constructing major capital improvements. As redevelopment occurs, the City should ensure that new projects are well connected internally and externally, providing safe and convenient circulation for motorists and pedestrians. Development should function as part of a coordinated corridor rather than as isolated sites, with shared access, interconnected parking areas, and pedestrian connections that improve mobility, support businesses, and reduce unnecessary vehicle trips on Main Street.

Development Policies

- **Master plan land as part of future development proposals.** Commercial development has generally been concentrated within the first 300 to 500 feet of the business highway, leaving the remainder of many sites disconnected. As future development proposals are reviewed, the City and developers should consider how the entire area can coordinate access and future growth.
  - *Demonstrate future connections to adjacent properties. Site plans should illustrate how neighboring parcels can connect over time so customers can travel between businesses without re-entering Main Street.*
  - *Position larger buildings deeper on the site to preserve frontage for future outlot development and higher-visibility commercial uses along the highway.*
  - *Reserve space for landscaped islands and tree plantings to improve aesthetics, shade, stormwater management, and the overall customer experience.*
- **Establish new connections between existing development projects.** Both vehicular and pedestrian routes should connect internally and externally, providing seamless access between businesses, building entrances, and the public sidewalk network. Existing sites should be retrofitted where feasible to improve circulation, safety, and the overall customer experience, including:
  - *Connect the Aldi and Walmart*
  - *Connect Culver's to future growth*
- **Prepare and Implement Streetscape Design for West Main Street.** Main Street, west of Indian Mound Parkway, has vegetation overgrowth on the north side that can be intentionally designed with plantings similar to other portions of road. As development expands westward, streetscape improvements should extend with it.



- **Study Main Street's Street Section.** The 4-lane segment of Main Street near the University has historically carried over 10,000 vehicles per day, though the U.S. Highway 12 bypass may have reduced traffic volumes and changed the corridor's function. This Plan recommends an alternative analysis using updated traffic counts to evaluate a 3-lane configuration, considering traffic operations, peak-hour conditions, safety, access, and limited parallel routes. If feasible, this conversion could calm traffic, reduce turning conflicts, and create space for bicycle or other multimodal improvements.



Above: Map showing policy initiatives for West Main Street.

Left: Image of Main Street near the University.

- Ensure connections between businesses
- Master plan land as part of future development proposals
- Future street section study

DOWNTOWN

Most people who live or visit Whitewater probably associate some of their memory with visiting Downtown and Cravath Lake. Downtown continues to evolve with changing markets, but has been fortunate to retain its historic building stock. As a policy area, Downtown should remain a focal point of the community that supports community events, elevates small businesses, and draws people to the community. Much of the coordination of activities is led by Downtown Whitewater, Inc., which is a volunteer-driven organization.

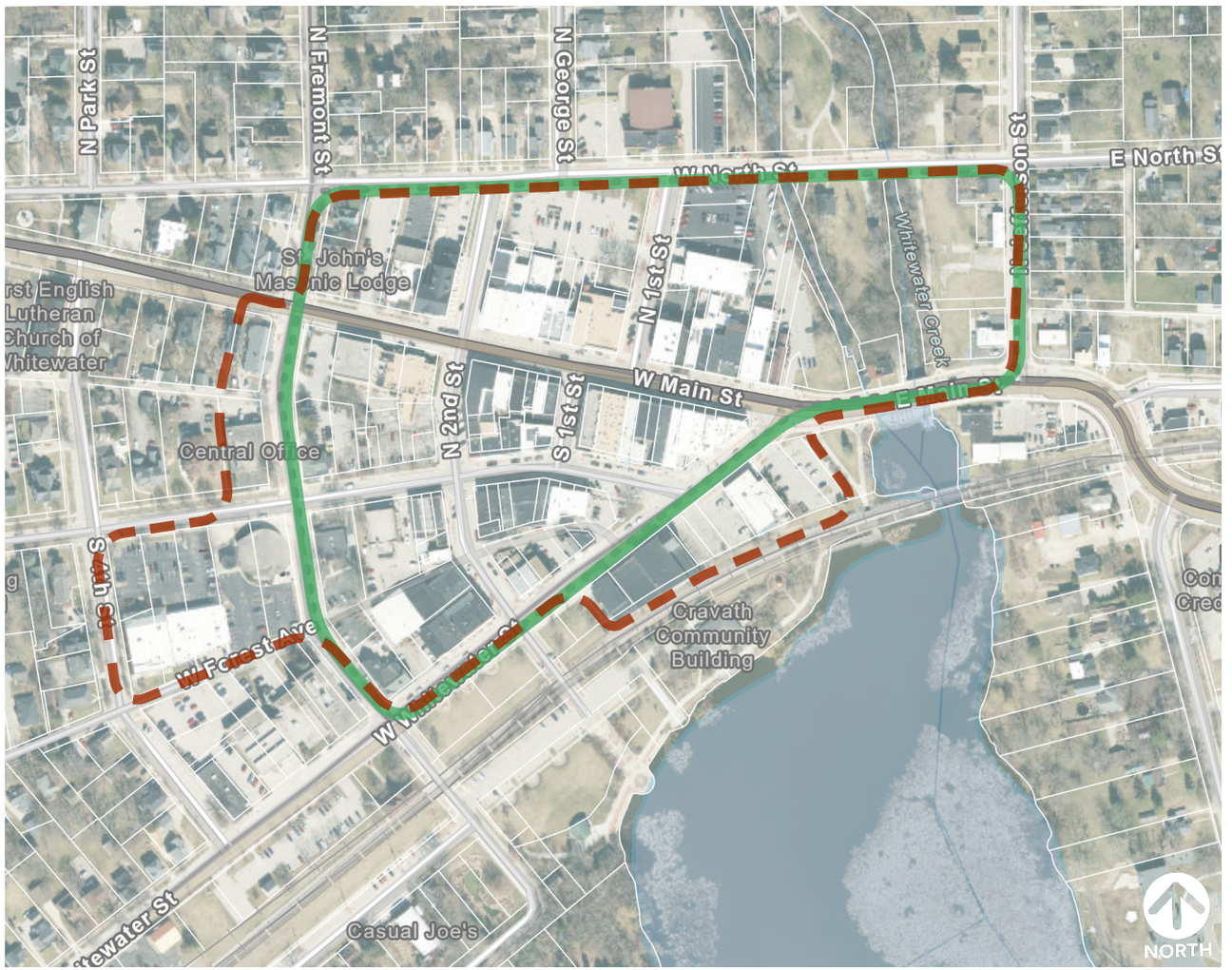
Currently, the City offers the following programs to support downtown:

- Commercial Facade Loan Program
- Community Development Authority (CDA) Loan Fund
- CDA Grant Fund
- Business Retention & Expansion (BRE) Program
- Tax Increment Financing (TIF/TID)
- Downtown Activation Initiative

Development Policies

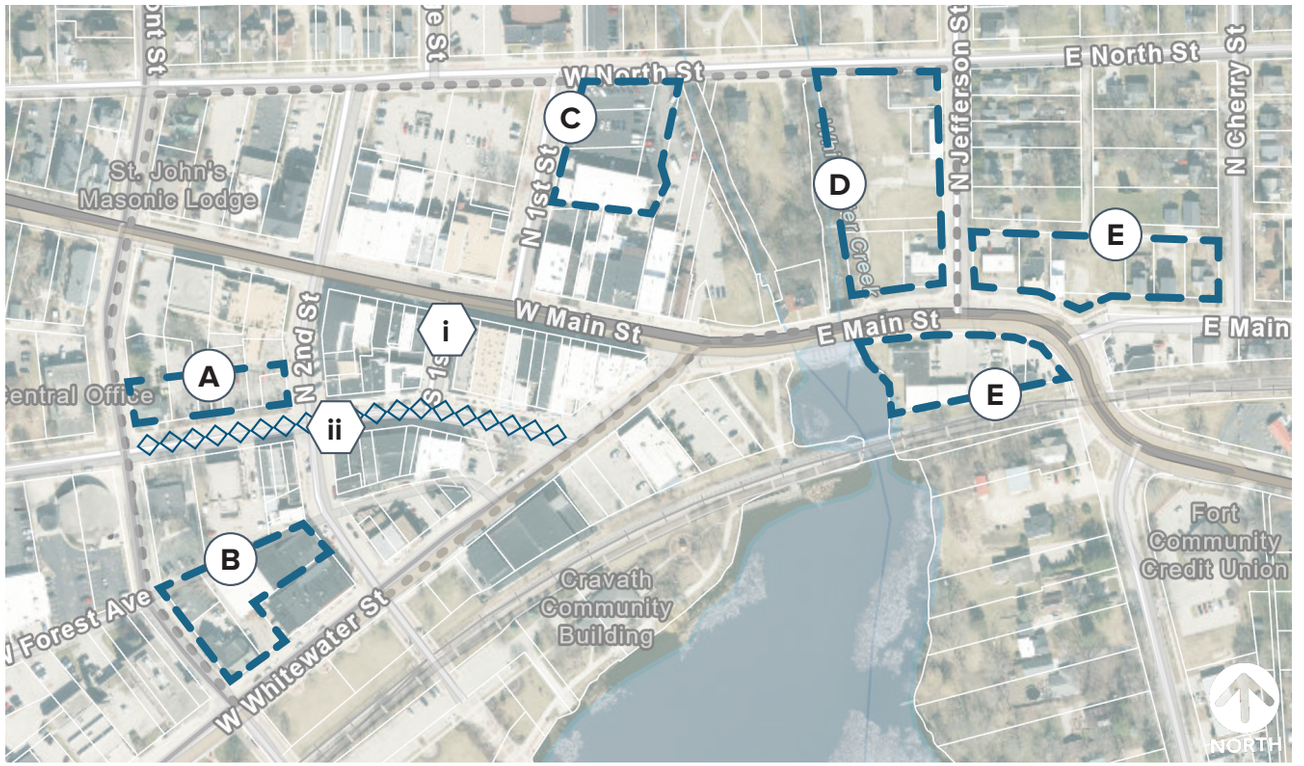
- **Complete a Downtown Master Plan.** The plan should identify capital improvement projects, evaluate redevelopment opportunities, and recommend solutions to improve mobility, parking, and the public realm. Before initiating the planning process, the City should identify funding for implementation to ensure the plan leads to tangible improvements rather than remaining a long-term vision. Ideally, the planning effort would launch with a priority project in mind, such as the design of a downtown gathering space, to build momentum and demonstrate early success. The following recommendations could be incorporated into a comprehensive downtown planning effort, although combining all services may not be financially feasible.
- **Complete a Historic Building Improvement Plan.** The plan should provide an understanding of the condition and future priorities for downtown facades. Elements should include:
  - *Inventory and evaluation of buildings*
  - *Provide guidance for improving facades*
  - *Provide recommendations for stabilizing structures, if relevant*
  - *Identify priority projects*
  - *Update the City's toolkit of incentive programs*
- **Retain a Downtown Retail Recruitment Specialist.** Stakeholders indicated their desire for downtown to have more retail-oriented businesses. The City should retain a consultant specializing in business recruitment. Their role should extend beyond simply creating a list of prospects. The emphasis should be on understanding the market, positioning downtown, and actively connecting retailers with available spaces. Services should develop materials to "sell" downtown.
- **Initiate an Arts & Culture Master Plan.** Public art contributes to placemaking. It provides an intersection between past, present and future, between disciplines, and between ideas. The plan should focus on art throughout the community and recommend detailed strategies for downtown, gateways, parks, and near the University campus.
- **Update the Downtown Design Guidelines.** The 2006 Design Guidelines should be updated and incorporated into the zoning code as appropriate.

- **Support sites or buildings that are subject-to-change.** New development, significant external building alterations, and demolition can be necessary to support the downtown market. It is especially important in the core historic area that the buildings reflect the character of the district in scale and building orientation.
- **Initiate the design of public spaces in downtown.** Pocket parks and small public spaces offer a functional use to underused spaces that otherwise detract from visitors' experience. These spaces may redevelop in the future.
  - *1st Street between Center Street and Main Street*
  - *Triangle at Center Street and Whitewater Street.*



Downtown Sites Subject-to-Change

The map on the right identifies sites with redevelopment potential based on existing conditions, development patterns, and anticipated market demand. The plan acknowledges that private property owners and investors will lead implementation while illustrating opportunities that support the long-term vision for downtown.



(i) **Whitewater Plaza.** Convert 1st Street into a permanent signature attraction in downtown oriented for pedestrians and special events. This project should be initiated by the City with support from surrounding building owners.

(ii) **Center Street Streetscape.** Project to resolve ADA issues and enhance amenities.

(A) **Center Street Site.** Site includes surface parking and a single-family conversion structure. Its relatively low-intensity development creates an opportunity for infill that better supports downtown activity with new mixed-use development.

(B) **Forest Avenue Site.** Site includes an office/warehouse building, surface parking, and commercial/multi-family building. Over time, coordinated redevelopment could introduce more walkable and higher-density uses.

(C) **Car Dealership Site.** The car dealership has limited growth opportunity and other sites in the city may support its future growth. If the business relocates, the property could accommodate a transformative mixed-use redevelopment that expands downtown and improves the community's lakefront setting.

(D) **Jefferson Street Site.** Site includes several small footprint buildings and has the capacity to support more density near downtown. Proposals for redevelopment were under review while authoring this plan.

(E) **Main Street Gateway Sites.** Properties flanking Main Street on the east mark the arrival into downtown. These sites can support new development that reinforces the character of downtown while creating a powerful first impression for visitors.





The concept for Whitewater Plaza envisions a flexible civic space that can host festivals, markets, outdoor dining, and everyday gatherings while strengthening connections to adjacent businesses.

UNIVERSITY DISTRICT

The University District includes the University of Wisconsin-Whitewater and the surrounding neighborhood, which is home to a large number of students. Housing quality, the impression made on University visitors, and preservation of the resident housing stock are very important to this area.

Development Policies

- **Ensure that redevelopment and infill developments provide transitions between land use intensities.**
  - *Supply adequate parking and access that is context sensitive. Off-street parking should be placed in the rear or side of lots whenever possible.*
  - *Structures should not be significantly taller, further from the front property line, or be inconsistent with the scale of neighboring properties.*
  - *Reduce the impact of higher intensity uses to adjacent lower intensity by locating primary entrances towards a collector or arterial street and using screening and landscaping at shared boundaries.*
  - *Comply with designated neighborhood historic districts or city adopted neighborhood plan standards.*
- **Connect pedestrian and bicycle features to destinations, including Downtown.** Refer to the Mobility chapter.
- **Focus commercial uses in mixed-use developments along Main Street.**
- **Apply resources for code enforcement and public property maintenance.** Ensure that rental properties are being created in compliance with occupancy codes and maintained at a high level.
- **Work in partnership with the University.** Create clear communications on growth intentions to respond to influences on the surrounding neighborhoods.
- **Plan for the transition of homes split up for student housing back to resident housing if enrollments drop.** This could mean dedensifying to ownership or keeping structures as room based options for permanent renters. There are programs available to assist funding these transitions to owner-occupancy, including the Home Renewal Program.

University District Intensity Transitions

The Future Land Use map identifies a wide range of residential intensities in the University District. The location of varying intensities will be fluid across the district as markets grow and wane. The City should be prepared to keep structures in a state that can adapt to different household needs.

Two examples of student rental conversation approaches are Iowa City and Lawrence, Kansas.

- **Iowa City UniverCity Program.** Will fund up to $50,000 in renovations to single-family homes close to downtown and the University of Iowa in exchange for a 20-year owner-occupancy deed restriction. To date, more than 60 properties have been renovated and sold as owner-occupied through this program.
- **Lawrence Overlay Zoning Plan.** Used an overlay zoning district, the Oread Neighborhood Plan, to formally channel student rentals into a high-density zone near campus, taking pressure off adjacent single-family blocks rather than paying to convert houses back.













CONSERVATION NEIGHBORHOODS

These are some of Whitewater's older neighborhoods around Downtown, community schools, and the E Milwaukee Street corridor. There are more affordable housing options and an established neighborhood framework.

Development Policies

- **Maintain and improve public facilities and infrastructure.** This should support infill development and reinvestment.
- **Enable varied housing types.** Design should be at a similar scale to the surrounding context. See the Neighborhoods chapter.
- **Direct higher density residential uses to areas adjacent to higher intensity uses or along major streets.** See the Neighborhoods chapter.
- **Encourage private maintenance and investment in the housing stock.** Identify priority areas with neighborhood leaders and stakeholders.
- **Protect existing drainage and wetland areas.** Development should not expand into these areas. Instead, use them to provide trail corridors or open spaces.
- **Encourage mixed uses along the major corridors.**
- **Complete sidewalk gaps and safety improvements to schools, parks, and Downtown.** See the Mobility chapter.

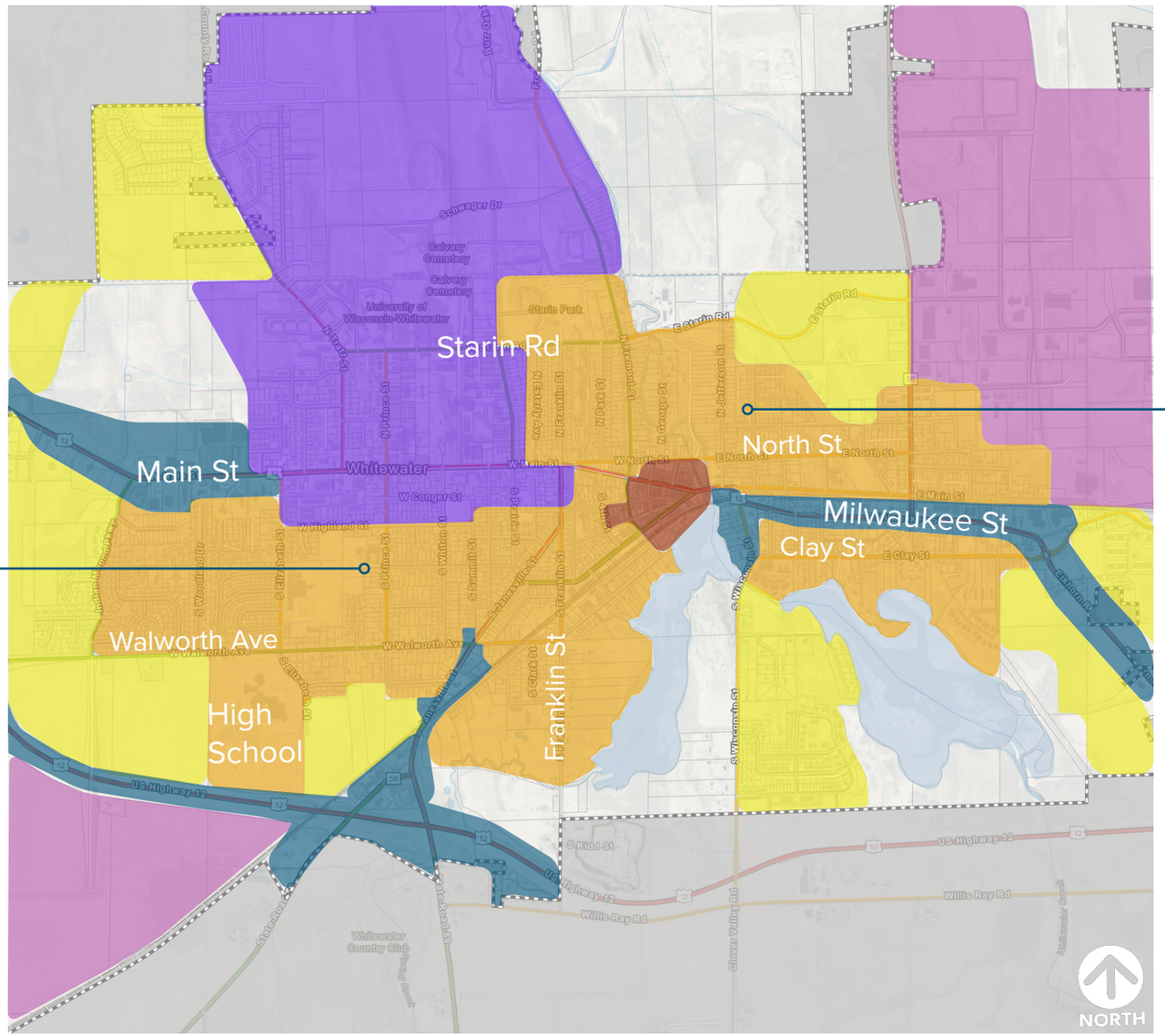




Policy Application for infill housing type: Attached 22 unit townhome/duplex in single-unit neighborhood - Overland Park, KS

CONSERVATION NEIGHBORHOODS

Ensure infill development is compatible with neighborhood characteristics



Starting point for targeted rehabilitation programs

- Gateway
- Downtown
- University District
- Business Park
- Conservation Neighborhoods
- Growth Neighborhoods

GROWTH NEIGHBORHOODS

These areas around Trippe Lake and along Bluff Road have experienced some of the city's newest development, while other areas like west of the high school are new opportunities. Development in these areas has been single-family with some attached and townhome units closer to the lake and commercial uses. There is room and capacity to grow in these areas, and future neighborhoods can include a mix of low, medium, and high intensities.

Development Policies

- **Prohibit new development that cannot connect to city services.** This avoids more costly future connections.
- **Direct medium and higher density residential to areas adjacent to higher intensity uses, parks, and major corridors.**
- **Prohibit development within floodplains and preserve drainageways.** Capitalize on these areas as trail and open space corridors.
- **Encourage mixed-use developments along arterial and collector corridors.**
- **Identify connections to collectors and arterials for all new developments.** Work with developers early in the design process to ensure they are made. See the Mobility chapter.
- **Use a Complete Streets approach to new streets for motorists and non-motorists.** See the Mobility chapter.
- **Do not permit large lot rural development that would impede future neighborhood and street continuity.**
- **Partner with developers through agreements and incentives to achieve desired outcomes.**





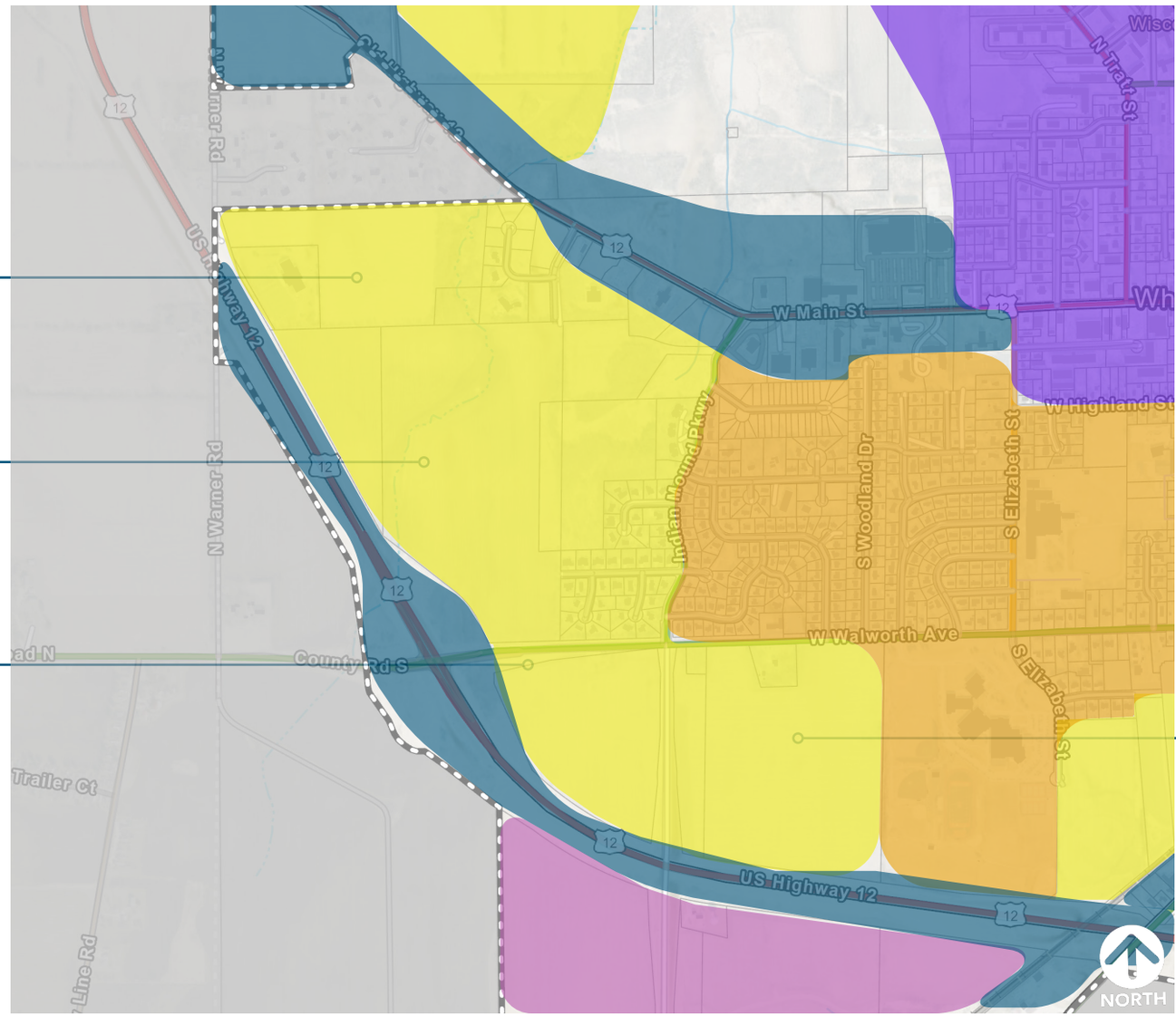


GROWTH NEIGHBORHOODS

Long-term evaluation of utility extensions to serve growth area

Plan for future street extensions if future growth demand

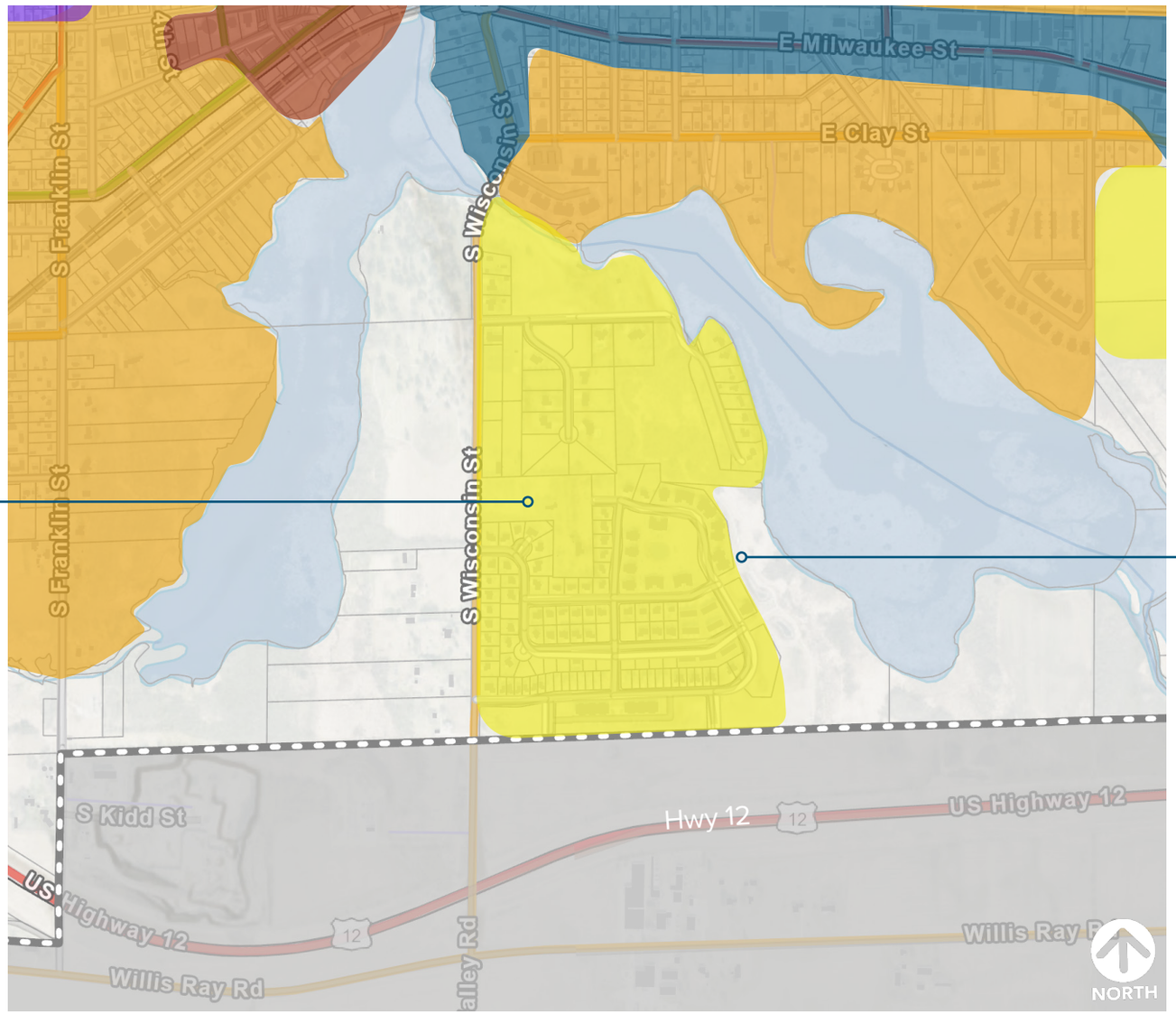
Highway oriented mixed-intensity development opportunity



Future mixed-intensity housing neighborhood opportunity

- Gateway
- Downtown
- University District
- Business Park
- Conservation Neighborhoods
- Growth Neighborhoods

GROWTH NEIGHBORHOODS



Continuation of street network and housing variety

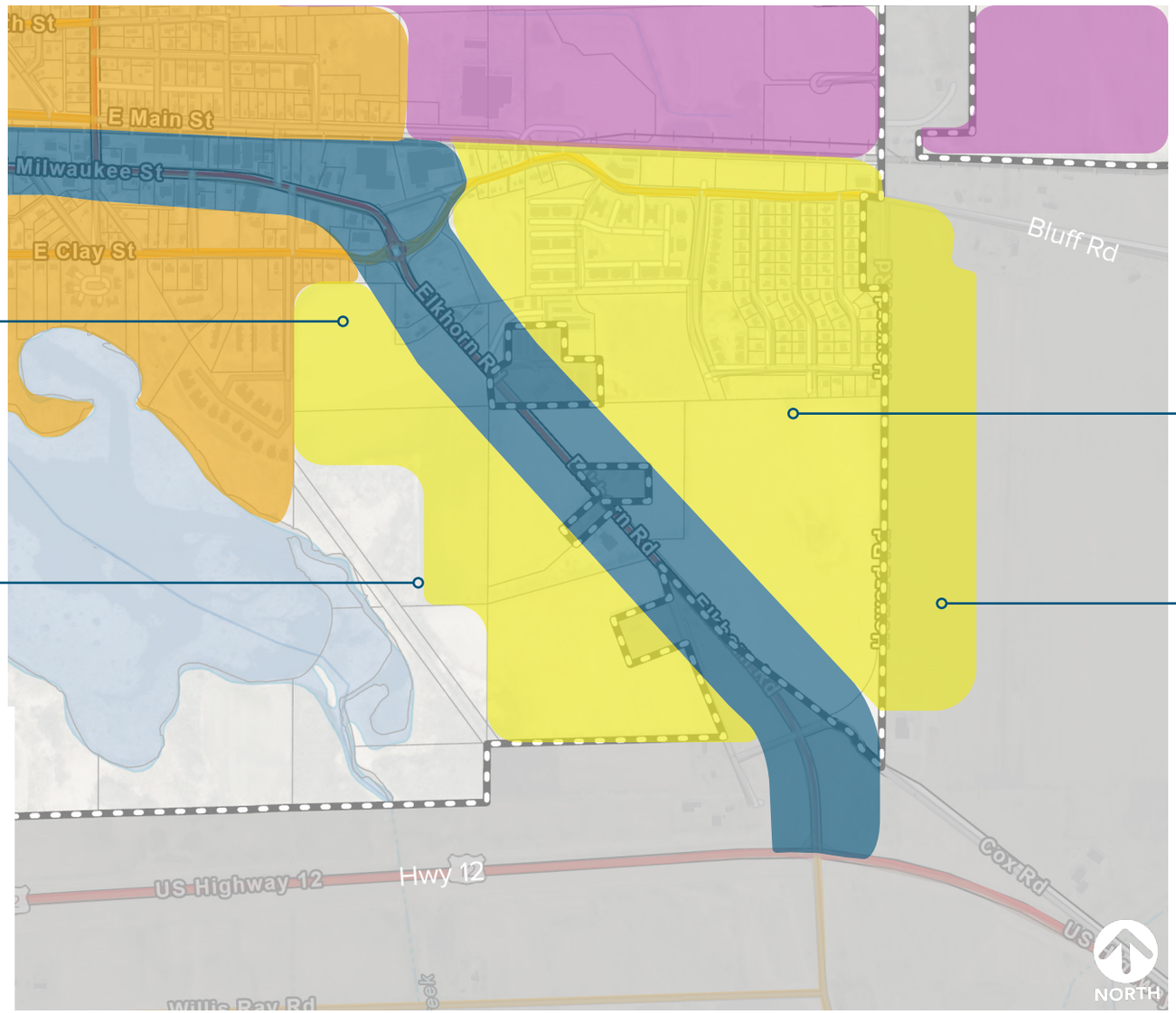
Maintain appropriate environmental buffers

- Gateway
- Downtown
- University District
- Business Park
- Conservation Neighborhoods
- Growth Neighborhoods

GROWTH NEIGHBORHOODS

Continuation of street network and housing variety

Maintain appropriate environmental buffers



Continuation of street network and neighborhood

Evaluation of growth investments outside of current city limits

- Gateway
- Downtown
- University District
- Business Park
- Conservation Neighborhoods
- Growth Neighborhoods

MOBILITY FORWARD

Mobility Goals

1. Have a safe, connected, and accessible mobility system for all users

2. Offer options to walk, bike, and use other non-motorized mobility options to reach destinations

3. Collaborate on regional mobility options, including transit, shared-ride service, and connections to nearby communities

4. Maintain and improve street, freight, and mobility infrastructure in a fiscally responsible and resilient manner

Introduction

Whitewater Forward's transportation framework accommodates vehicles, bicycles, pedestrians, and other modes of transportation.

In any community, the transportation system fills many functions, as support for business and industry, a tool for economic development, and a public amenity. The design of the system should support transportation choices and encourage walking and bicycling opportunities to support personal and community wellness. It is important to build upon the existing system towards a more connected and safer Whitewater.

Transportation facilities include sidewalks, trails, streets, highways, bridges, transit systems, and the railroad corridors. These facilities make up a significant amount of the developed area in Whitewater. The dominance of mobility systems in the cityscape make their design and scale particularly important. Mobility designs influence the city experience and visibility of people, signs, and buildings.

Existing Street System

Functional classifications are used for general transportation planning and are also references for construction standards and transportation program eligibility.

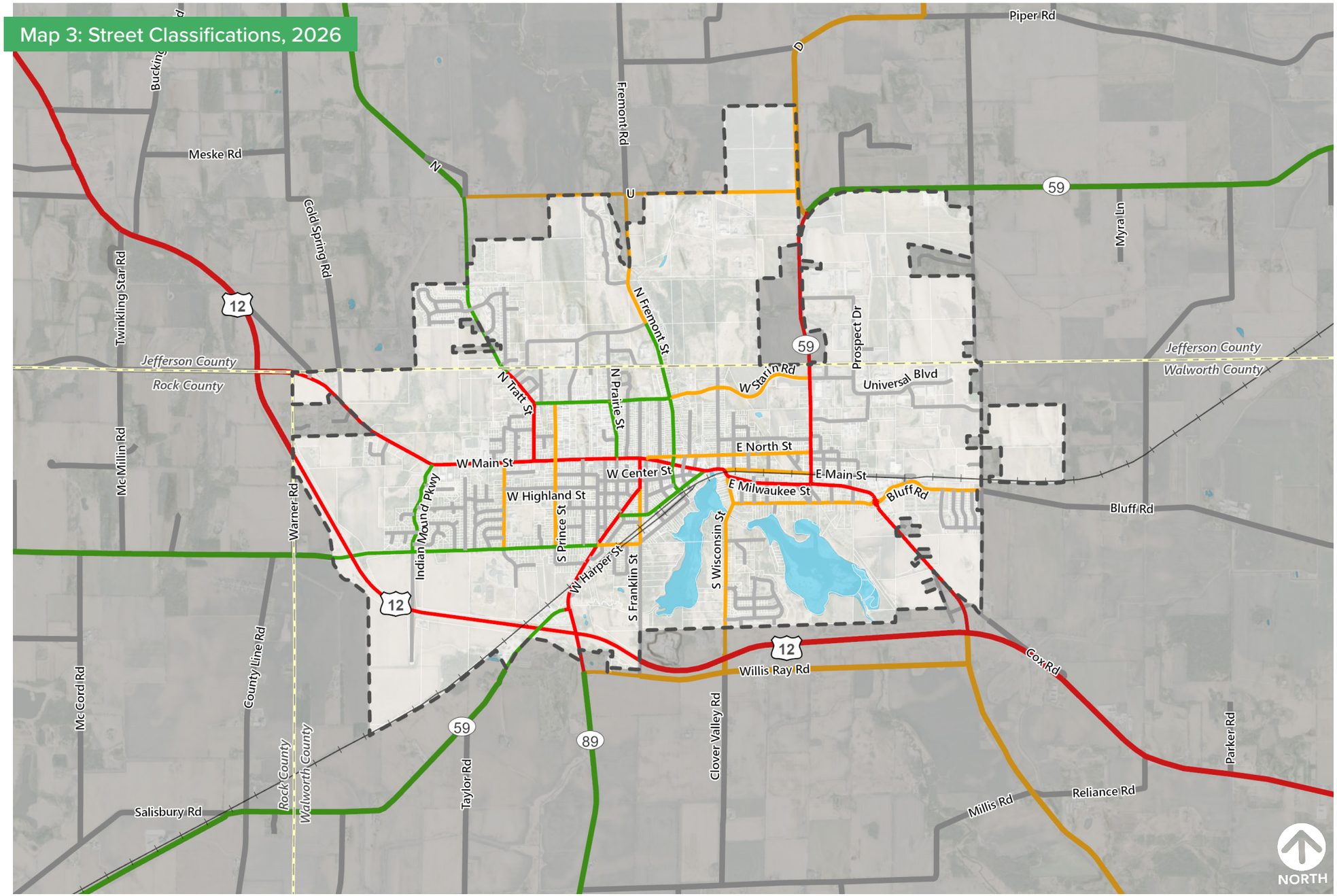
Major Arterial. Allows traffic flow through the urban area and between major destinations. They carry a high proportion of urban travel, since movement, not access, is the primary function. Direct access to destinations are limited to provide maximum capacity and thorough movement mobility. Dwelling unit driveway access shall be avoided.

Minor Arterial. Collects and distributes traffic from major arterials and expressways to streets of lower classification. This system places more emphasis on land access, but still has specific limits on access points. Dwelling unit driveway access shall be avoided.

Collector. Provides for land access and traffic circulation within and between residential neighborhoods and commercial and industrial areas, as well as distributes traffic movements from these areas to the arterial streets. Consideration for through movement access and direct land access is typically equal. Dwelling unit driveway access shall be avoided.

Local. Offers the lowest mobility, but the highest level of local property access. Local streets make up the largest percentage of street mileage in Whitewater and provide access to adjacent land uses, including private property or low-volume public facilities.

Map 3: Street Classifications, 2026



MOBILITY GUIDING POLICIES AND ACTIONS

1. Have a safe, connected, and accessible mobility system for all users.

Guiding Policies and Actions

- Practice context-sensitive street design that reflects the scale of surrounding land use, desired travel speeds, and accessibility.
- Reduce the number of conflict points between pedestrians, bicyclists, vehicles, and freight traffic.
- Use higher safety standards near schools, the University, downtown, parks, senior housing, and multi-family housing areas.
  - *Corridors include Main St, Milwaukee St, Downtown, W Starin Rd, W Walworth Ave, S Elizabeth St, and Prince St.*
  - *Safety elements might include high-visibility crosswalks, curb extensions, pedestrian refuge islands, improved lighting, traffic calming, and enhanced signage.*
  - *With safety improvements, explore a Safe Routes to School and Campus program in partnership with the School District and UW-Whitewater.*
- Limit isolated development patterns, long cul-de-sacs, and single access commercial sites.
- Adopt a Complete Streets policy for construction, reconstruction, resurfacing, and other major maintenance projects.
- Close sidewalk gaps along existing streets and improve ADA curb ramps as part of annual street and mobility projects.
- Include shared driveways, cross-access, internal sidewalks, reduced curb cuts, bicycle parking, and buildings oriented towards the street when developing commercial corridors.

2. Offer options to walk, bike, and use other non-motorized mobility options to reach destinations.

Guiding Policies and Actions

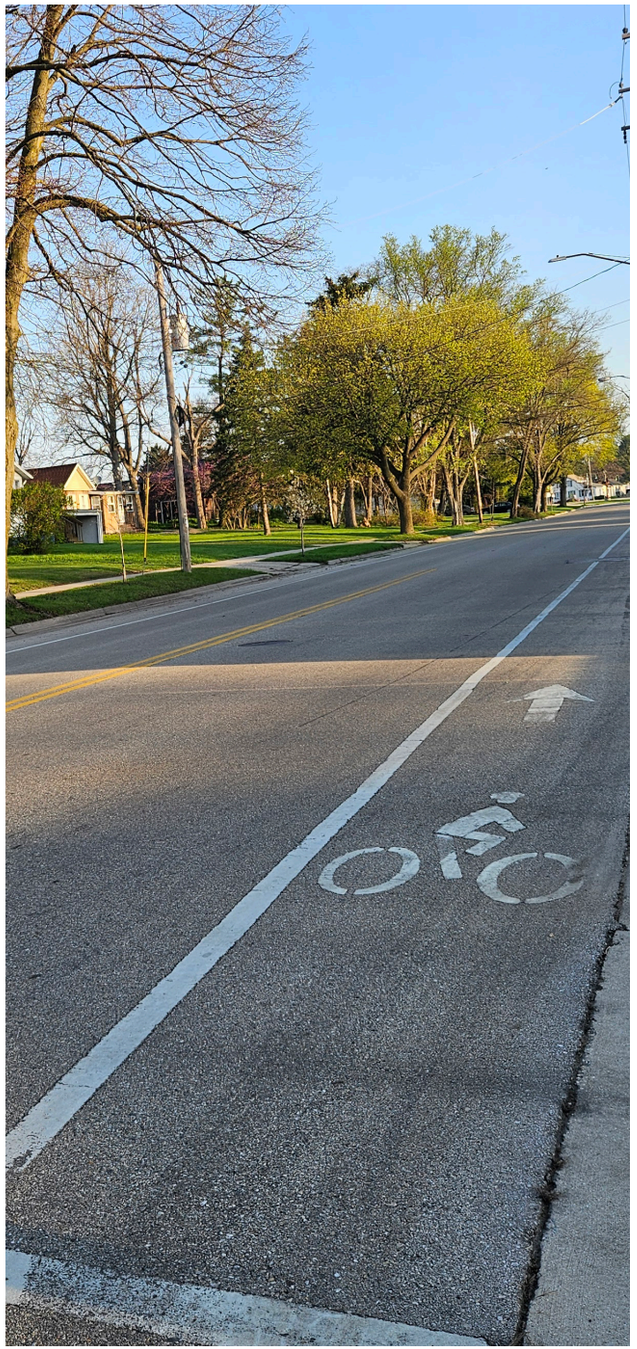
- Treat sidewalks, bikeways, and trails as essential transportation infrastructure that should be practical, comfortable, and convenient to use.
  - *For example, use street side paths, protected bike lanes, or neighborhood greenway trails as connections over marked bicycle routes on busy corridors whenever possible.*
- Place higher priority on sidewalk, bicycle, and trail connections that link people to daily destinations.
  - *Examples include connections between neighborhoods, Cravath Lake, Trippe Lake, parks, schools, campus, and regional routes.*
  - *Add and update wayfinding signage along these routes.*
- Integrate non-motorized transportation improvements into street, park, utility, and redevelopment projects.
- Update the Bike and Pedestrian Master Plan, identifying new sidewalk gaps, priority crossings, future trails, bicycle routes, and campus-to-downtown connections.

MOBILITY GUIDING POLICIES AND ACTIONS

3. Collaborate on regional mobility options, including transit, shared-ride service, and connections to nearby communities.

Guiding Policies and Actions

- Support regional transportation connections to Janesville, Fort Atkinson, Milton, Madison, Milwaukee, regional employment centers, and medical services.
- Build partnerships with UW-Whitewater, Walworth County, Jefferson County, Rock County, employers, human service agencies, and private providers on land use and transportation decisions of mutual importance.
  - *For example, improving public information about available taxi, shuttle, intercity bus, and regional transportation options through the city website, social media channels, signage, and printed materials.*
- Consider a Transit Feasibility Study to evaluate student mobility, regional commuter needs, evening and weekend service gaps, and potential shuttle or microtransit options.
  - *This includes coordinating with UW-Whitewater to identify campus-to-downtown travel, late-night transportation, event circulation, and regional weekend travel.*
  - *The evaluation could also explore service options between Whitewater and Janesville, Fort Atkinson, Milton, or other nearby communities through partnerships with counties, UW-Whitewater, employers, and transportation providers.*
- Use the land use plan to encourage senior housing, affordable housing, multi-family housing, employment centers, and medical/service destinations to locate where a variety of mobility options are available or feasible.



MOBILITY GUIDING POLICIES AND ACTIONS

4. Maintain and improve street, freight, and mobility infrastructure in a fiscally responsible and resilient manner.

Guiding Policies and Actions

- Discourage new buildings in areas for future street extensions and freight access opportunities that support long-term economic development.
- Design streets to reduce long-term maintenance costs, manage stormwater, and support winter operations.
- Maintain a Capital Improvement Program that prioritizes pavement condition, safety, ADA accessibility, utility coordination, and multimodal needs.
  - *Pavement condition ratings and asset management data should guide resurfacing, reconstruction, and maintenance priorities.*
  - *Coordinate mobility projects with other infrastructure, utility, and redevelopment projects, as well as business access needs.*
  - *Use street reconstruction projects as opportunities for sidewalk infill, curb ramp upgrades, bicycle facilities, lighting, street trees, and stormwater improvements.*
- Update, map, and improve wayfinding for designated truck routes, industrial access routes, and loading areas. Signage should discourage heavy traffic in neighborhoods or campus-area streets.
- Evaluate downtown parking supply, occupancy, time limits, shared parking, and wayfinding before requiring additional surface parking in the area.



FUTURE MOBILITY PLAN

Map 4 on the next page shows projects to improve mobility in Whitewater in relation to existing streets, bike lanes, and off-street trails. These projects are categorized by type and priority. Future project alignments need to be studied, but should generally follow the connection points shown to improve access across the community.

Definitions

- **Priority Future Street.** Streets that connect shorter term growth areas or that provide important access to existing developments. Many of these might be collector level streets.
- **Ancillary Future Streets.** Streets that serve longer term growth areas, are more local in nature, or provide secondary access to an already existing neighborhood.
- **Priority Dedicated Path.** A trail or street side path that connects destinations and the existing or future network. Some of these paths would be part of future street construction.
- **Ancillary Future Streets.** A trail or street side path that creates secondary access to destinations or a side path as part of an ancillary future street.

THREE POINTS ABOUT THE FUTURE MOBILITY PLAN

Big Picture. The map does not show every street that would be needed for future development. The local street pattern should be determined as development occurs, using the basic goals and policies in this plan.

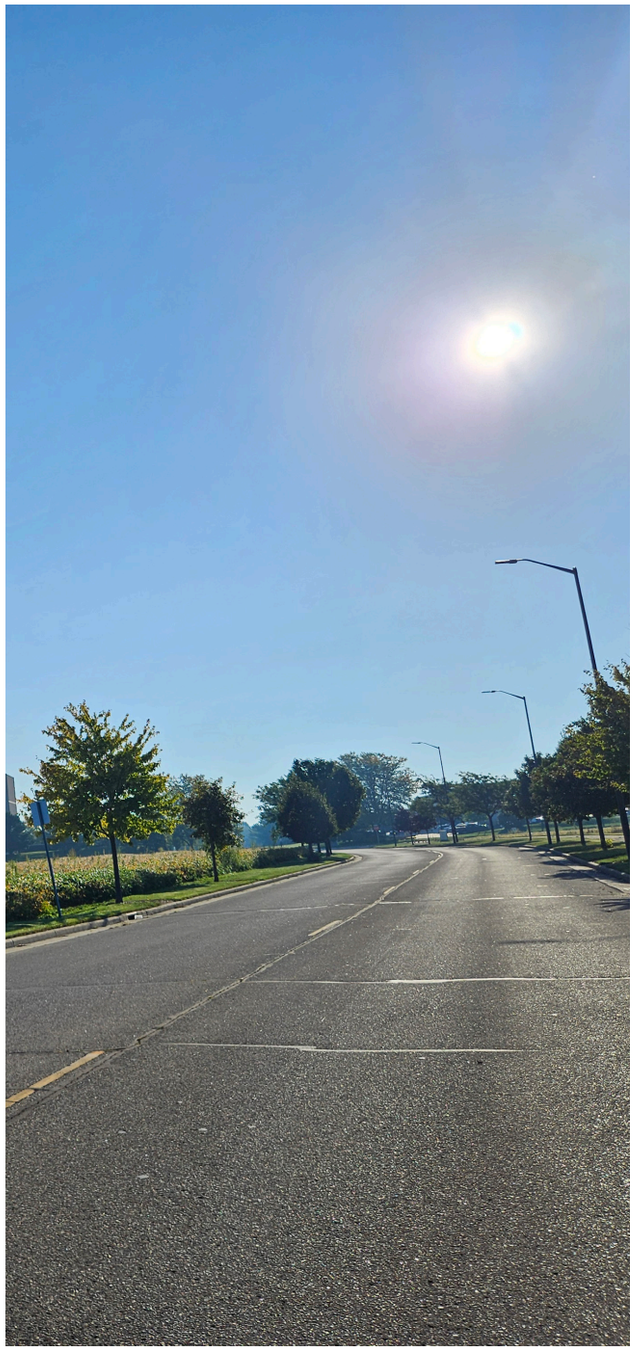
Flexible. While the routes shown in Map 4 have been carefully thought out, the exact path of these streets may vary depending on the details of development as it occurs. The priority is to provide access to the key connecting points. Detailed engineering studies will be needed before undertaking any new road construction.

Working with Property Owners. Many of these new roads run through property that is privately owned, and their implementation will therefore depend on the decisions of the property owners, like with the future land use plan.

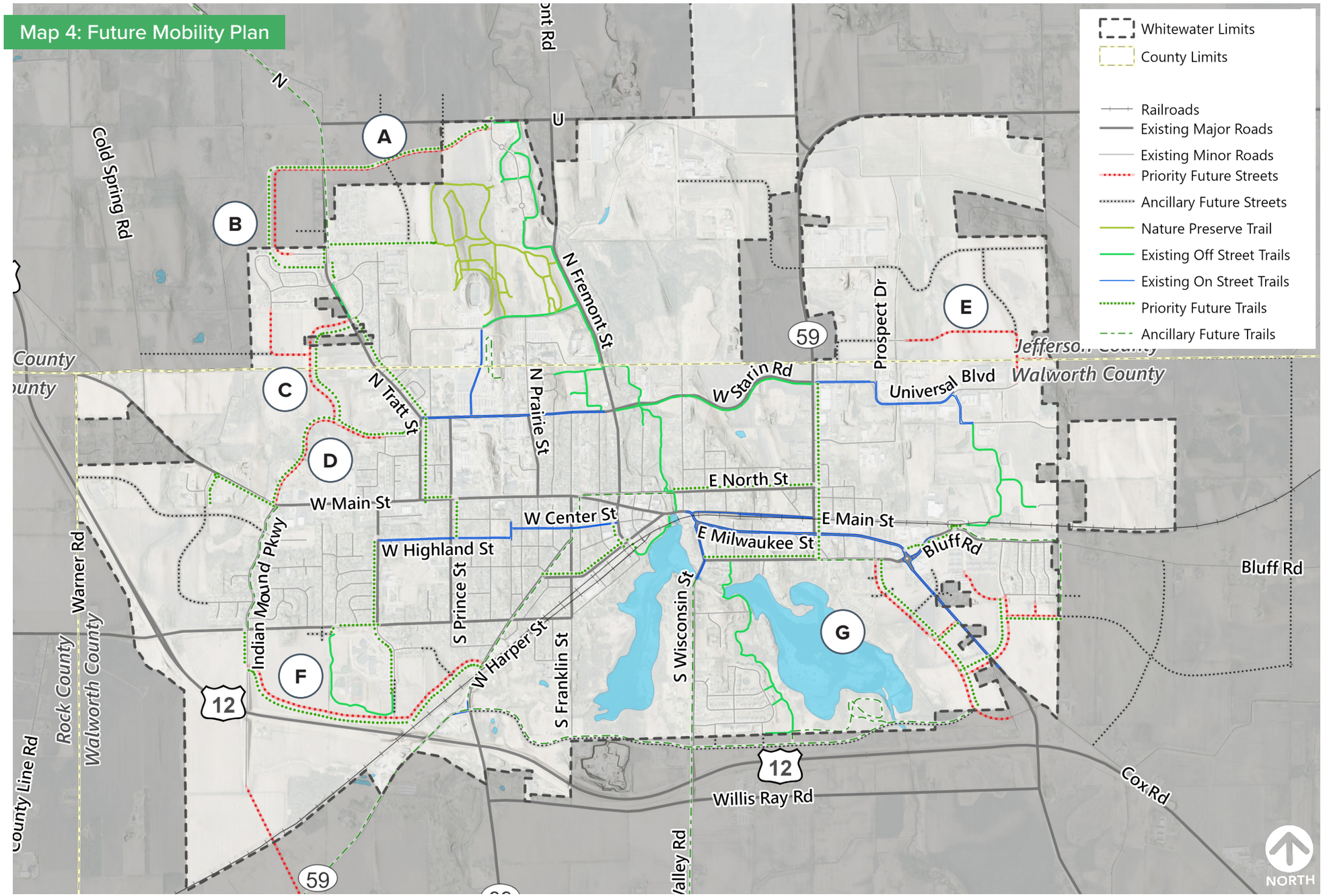
Priority Street Projects

Future connections are labeled below, but their letters do not reflect the level of priority. Connections include:

- **A.** An east/west street, connecting west of County Road N to Burr Oak Trail with new neighborhood development.
- **B.** A north/south street, connecting Peninsula Lane to County Road N/Priority Street Project A to connect with the existing neighborhood to the south.
- **C.** A north/south street, connecting the extension of West Carriage Drive to Tratt Street at the Foxglove Lane intersection. The connection provides alternative access for higher density development in the area.
- **D.** A north/south street, connecting West Main Street to the extension of West Carriage Drive. The connection crosses wetland areas to provide secondary access to higher density developments.
- **E.** Streets to expand opportunities in the Industrial/Business Park area, connecting an extension of Endeavor Drive to an extension of Universal Boulevard.
- **F.** An east/west street, connecting Indian Mound Parkway to South Janesville Street to serve new neighborhood opportunities.
- **G.** Street network connections in the southwest area off Elkhorn Road, expanding development opportunities for commercial and residential use.



Map 4: Future Mobility Plan



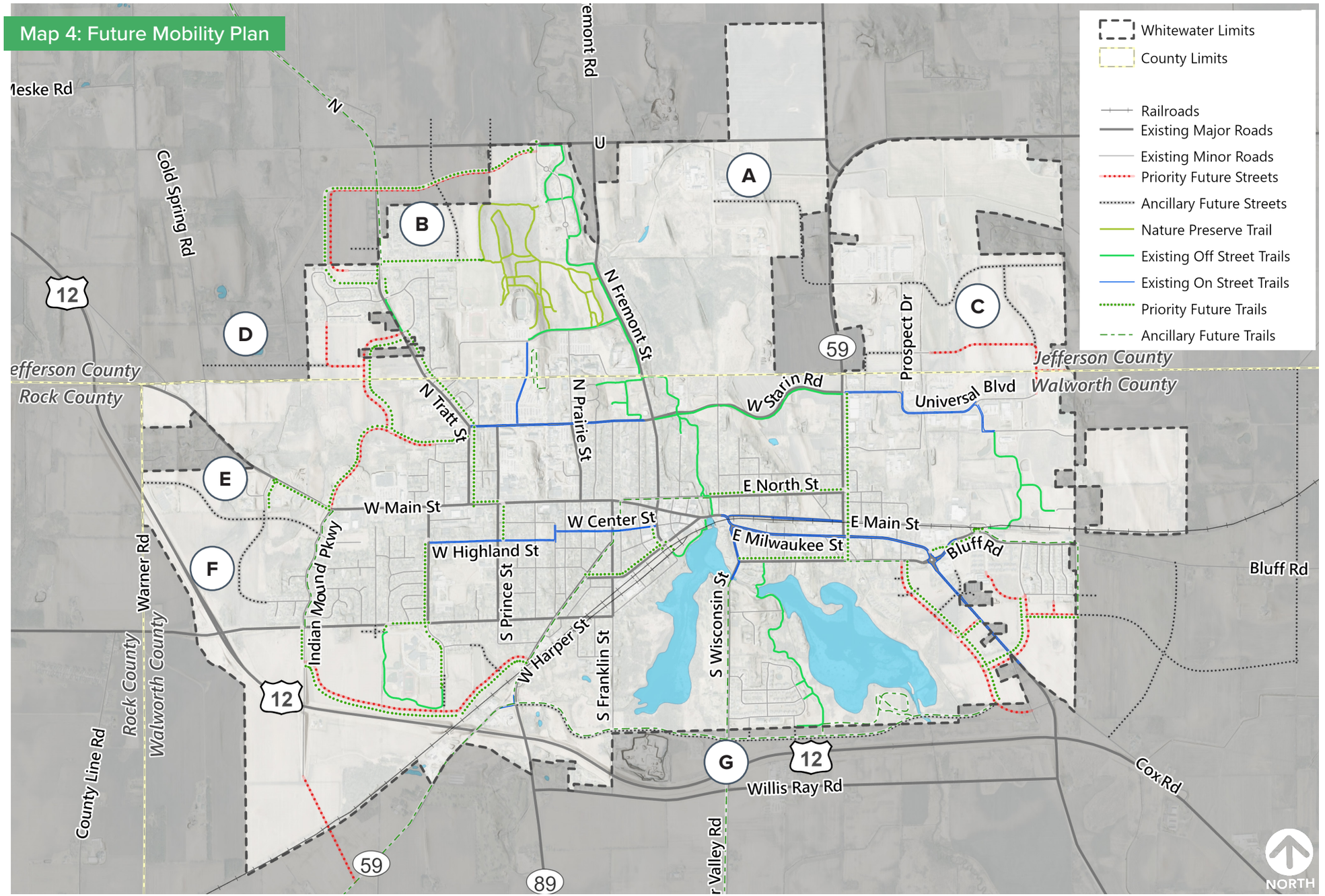
Ancillary Street Projects

Future connections are labeled below, but their letters do not reflect the level of priority. Connections include:

- **A.** A street extending Enterprise Boulevard to the west, and connecting near the Whitewater Wastewater Treatment Plant for secondary emergency access.
- **B.** A north/south street connecting the Twin Oaks Mobile Home Park to the north to County Road U.
- **C.** A street extending Primary Street Project D to the north to connect to Howard Road, expanding Industrial and Business Park access.
- **D.** An east/west street, extending Primary Street Project C west to Cold Spring Road for secondary access to future neighborhoods.
- **E.** An east/west street extending Meadowview Court west to the Highway 12 frontage at N Warner Road to serve long-term future neighborhood growth.
- **F.** A north/south street connecting Turtle Mound Road to Pearson Lane. Ancillary Street Projects E and F work together to connect future neighborhoods if growth occurs.
- **G.** An east/west street extending South Janesville Street east, parallel to Highway 12. This project could alleviate local traffic off Highway 12, and offer another major east/west connection across the community while offering more trail opportunities to access Trippe Lake.



Map 4: Future Mobility Plan



Priority Path Projects

Future connections are labeled below, but their letters do not reflect the level of priority. The two highest priority path projects for mobility and user safety are projects B and G.

All streets with on-street bike infrastructure may be candidates for transitioning to dedicated side paths to enhance pedestrian and bicycle safety, making active transportation users more comfortable and confident to travel across the community.

Other opportunities include:

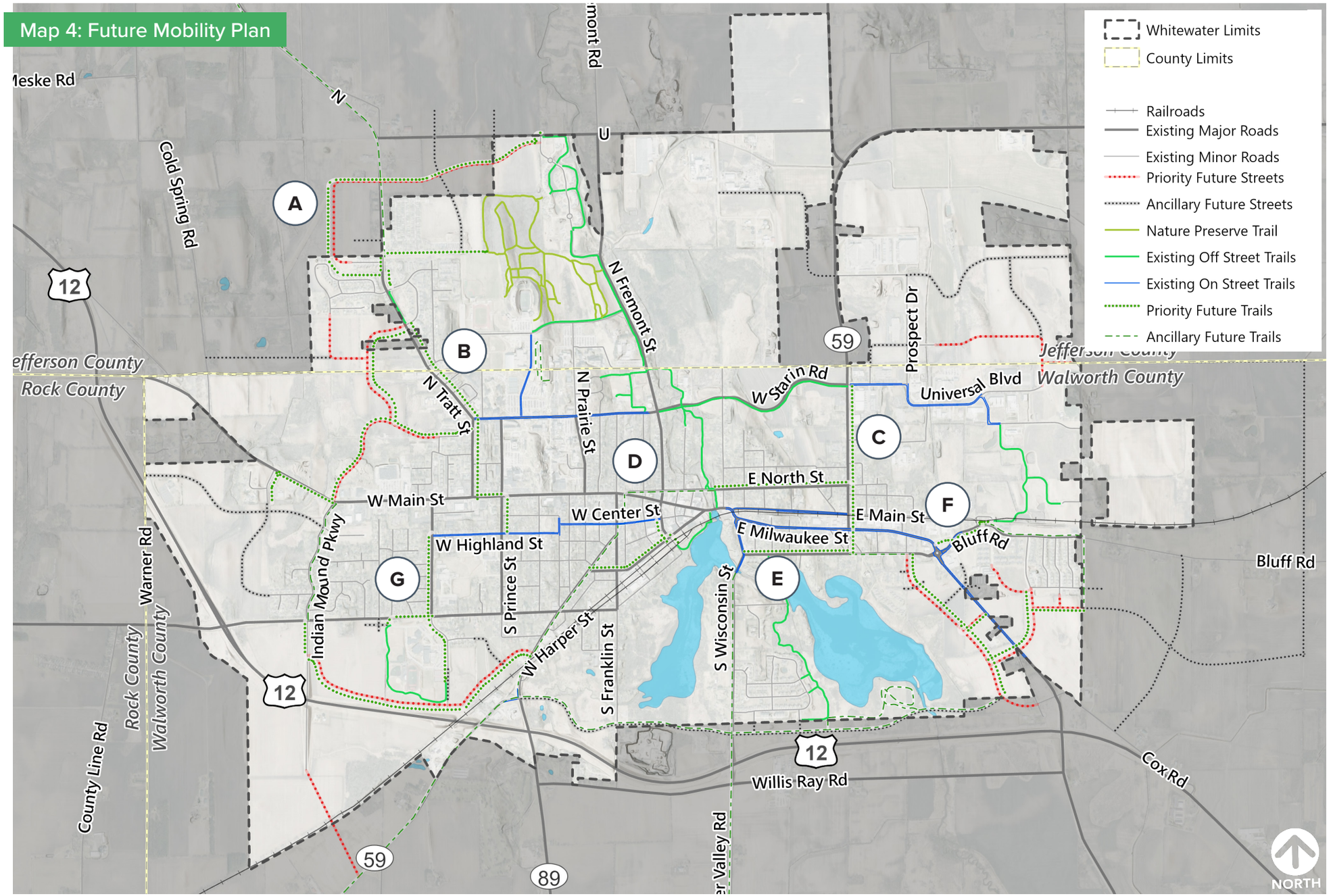
- **A.** An east/west path, connecting the Whitewater Nature Preserve to County Road N.
- **B.** A north/south path, along County Road N/North Tratt Street from Priority Dedicated Path Project B to West Main Street.
- **C.** A north/south path along North Newcomb Street from Executive Drive to East Clay Street.
- **D.** An east/west path along East North Street connecting the trail along Whitewater Creek to North Newcomb Street.
- **E.** An east/west path along East Clay Street connecting South Wisconsin Street to North Newcomb Street.
- **F.** An east/west path, connecting East Milwaukee Street to the trail network south of Moraine View Park.
- **G.** A north/south path along South Elizabeth Street connecting West Highland Street to Whitewater High School.







Map 4: Future Mobility Plan



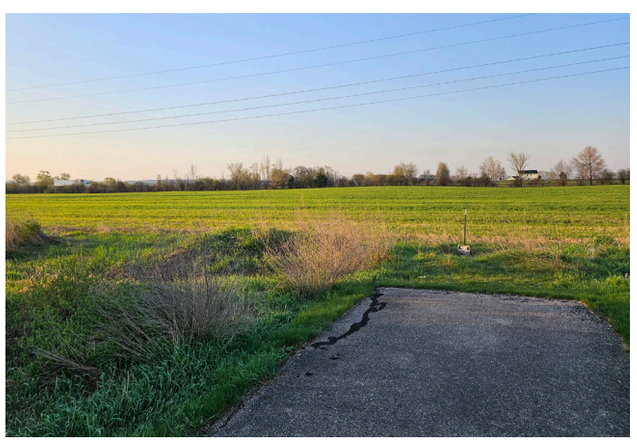
Ancillary Path Projects

Future paths are labeled below, but their letters do not reflect the level of priority. Other opportunities include:

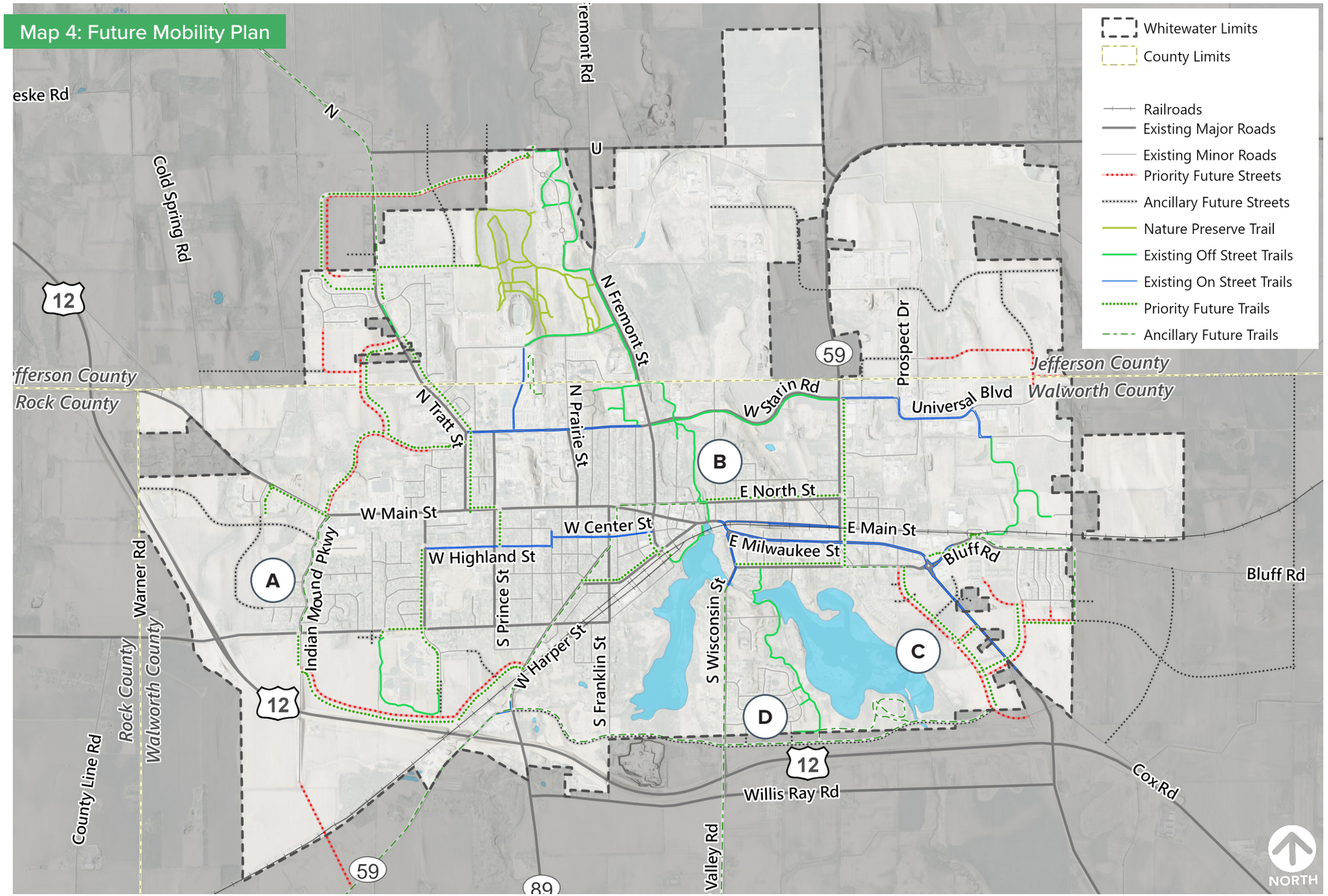
- **A.** A side path along Indian Mound Parkway, connecting W. Main Street to Future Priority Street F.
- **B.** A side path on West North Street, connecting the trail along Whitewater Creek to West Main Street.
- **C.** A side path system in the southwest area off Elkhorn Road, connecting future development to active transportation options.
- **D.** A side path along Ancillary Future Street G, connecting to Minneiska Park and the south of Trippe Lake area, serving as an essential east/west travel option for active transportation users.







Map 4: Future Mobility Plan



NEIGHBORHOODS FORWARD

Neighborhood Goals

1. Have housing types for people in all stages of life and income ranges

2. Preserve the existing housing stock

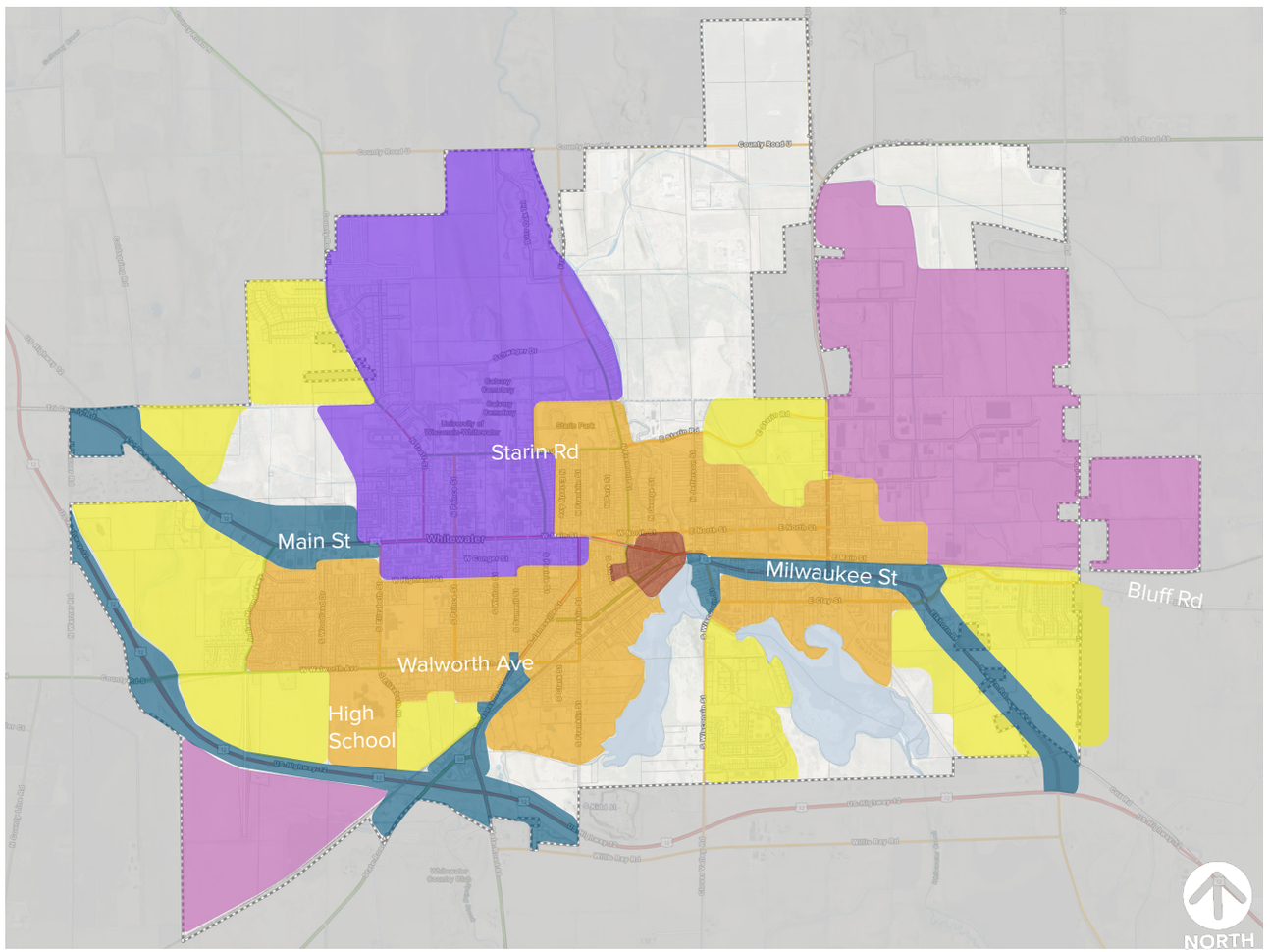
3. Support housing needs through partnerships, policy, and public incentives

Introduction

Neighborhoods are what residents most closely identify with. Whitewater's neighborhoods are framed by their surrounding destinations, such as the schools, University, Downtown, and Trippe Lake.

Like the Future Land Use map, the policies to meet neighborhood and housing goals are multi-faceted. They are not meant to enforce regulations for artificial markets but allow flexibility. Accommodating the market means accommodating new resident demands, existing resident needs, and the developer's ability to help meet those demands and needs. This market hinges on maintaining the existing residential housing stock but also meeting a growing demand for housing variety that is affordable for all household types from entry-level homeowners to seniors looking to downsize.

- Gateway
- Downtown
- University District
- Business Park
- Conservation Neighborhoods
- Growth Neighborhoods



The Development Policy Areas described with the Future Land Use map provides the framework for neighborhood and housing policy

Housing Snapshot

Figure 2: Median Home Value



2010	2024	
$165k	**$229k**	Whitewater
$183k	**$274k**	Jefferson County
$198k	**$303k**	Walworth County

Source: US Census Bureau; American Community Survey (5-Year Estimates)

Figure 3: Median Contract Rent



2010	2024	
$878	**$1,041**	Whitewater
$861	**$1,035**	Jefferson County
$963	**$1,150**	Walworth County

Source: US Census Bureau; American Community Survey (5-Year Estimates)

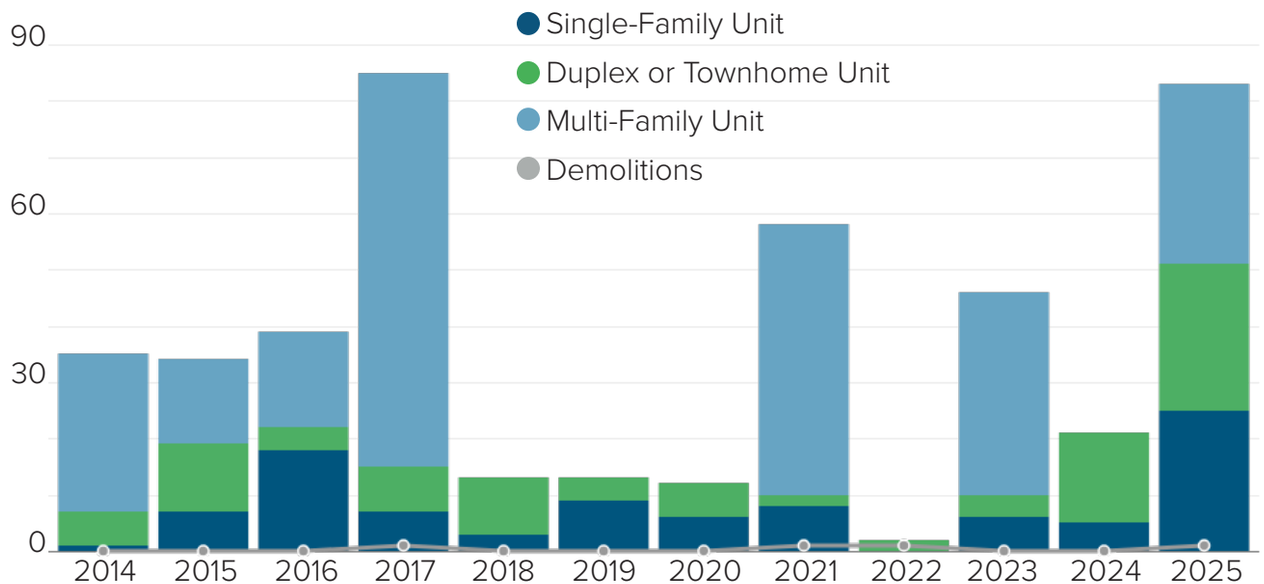
Figure 4: Cost-Burdened Households



2010	2024	
28.7%	**28.4%**	Owners
67.5%	**51.1%**	Renters
22.7%	**23.2%**	Owners, over 24
25.4%	**14.4%**	Renters, over 24

Source: US Census Bureau; American Community Survey (5-Year Estimates)

Figure 5: Residential Building Permit Activity



Source: City of Whitewater

Projected Needs: Several recent studies along with analysis during the Whitewater Forward process indicate a housing need of up to 950 units through 2045, or about 45 annually split between low, medium, and high density neighborhoods.

Source: RDG Planning & Design; 2024 Rental Housing Market Anaysis -- A Strategic Plan -- Whitewater, Wisconsin; 2023 Residential Market Analysis -- Strategy Planning Guidelines -- Whitewater, Wisconsin; 2022 City of Whitewater Housing Report

NEIGHBORHOODS
GUIDING POLICIES AND ACTIONS

1. Have housing types for people in all stages of life and income ranges.

Guiding Policies and Actions

- **Focus on building and site design in neighborhoods.** The diversity of housing types and design is vital for Whitewater given its uneven split in renter versus owner households. However, this does not mean siloing renter units and owner units from each other. Integration of different housing types is appropriate in most areas of Whitewater, as shown in the Development Policy Areas.
- **Encourage projects with Universal Design.** People want more homes that accommodate varying levels of independence at various stages of life, especially senior and special-needs households. Universal design means that every aspect of a home is more convenient and comfortable to use for every individual, not labeled by age or ability.
- **Update zoning codes for flexibility across districts.** Residential districts that only allow single-family detached homes are restrictive for people who want to live in Whitewater but may not want or be able to afford this housing type.



The Growth Neighborhood west of the High School is of high interest to the community given its proximity to the school and highway. There are some soil and environmental challenges to evaluate, but the site presents a great opportunity to offer a range of housing types. The Future Land Use map indicates different intensities across the site.



Precedent Housing Types

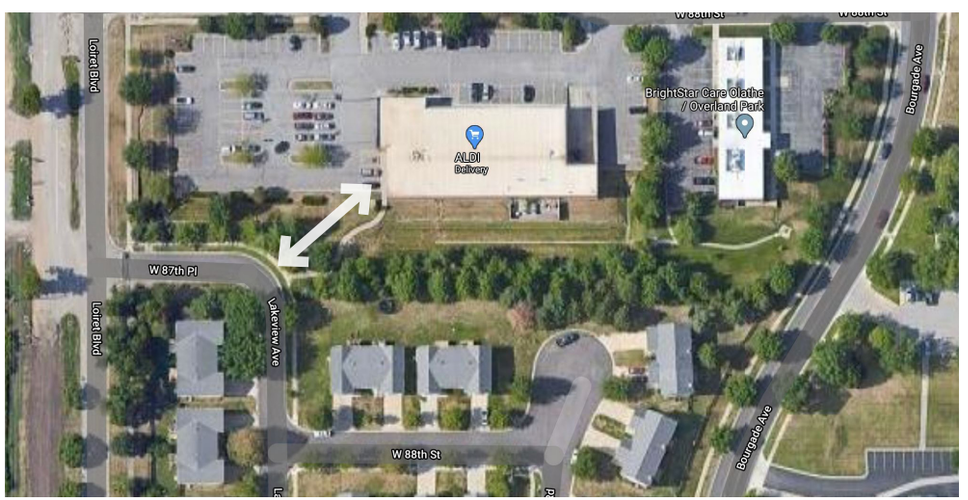
NEIGHBORHOODS
GUIDING POLICIES AND ACTIONS

Guiding Policies and Actions

- **Blend new housing into existing neighborhoods without creating secluded enclaves.** The pedestrian and street connection principles from the mobility chapter are critical components to limit isolated developments.
- **Bolster standards for multi-family development that creates neighborhoods.** Multi-family development is an essential housing component for attracting permanent residents. However, that does not mean denser development should be isolated from neighborhoods. Use non-restrictive neighborhood buffers (connections, not walls) within and beyond higher-density residential and mixed-use areas. The Development Policy Area guides for Growth and Conservation Neighborhoods provide best practices in blending neighborhoods.







Buffering and connectivity can go together

NEIGHBORHOODS
GUIDING POLICIES AND ACTIONS

2. Preserve the existing housing stock.

Guiding Policies and Actions

- **Invest in neighborhood engagement programs.** Effective neighborhood engagement programs involve partnerships of the City, residents, non-profit groups, and in Whitewater's case, the University. Consider developing formal neighborhood associations to lead outreach and build social connections.
- **Test neighborhood conservation programs.** Evaluate the effectiveness of existing programs. Build upon the success or tweak to achieve intended results. Ideally, focus on core areas around downtown initially and spread targeted investments outward over time. This could include assistance and education to property owners and targeted infrastructure improvements to street quality, appearance, and drainage.
- **Preserve existing single-family homes in the University District.** The homes in the University District are largely historic. Create incentives, policies, or codes that prevent breaking up single-family homes into multiple living units. Limit redevelopment of single-family homes in the University District to properties that are beyond repair. Consider partnering with the Landmarks Commission or Wisconsin Historical Society to identify available programs.









NEIGHBORHOODS
GUIDING POLICIES AND ACTIONS

3. Support housing needs through partnerships, policy, and public incentives.

Guiding Policies and Actions

- **Support market demands.** Demand and the ability to supply homes are ever-changing. The City should not enforce regulations for artificial markets. Instead, Whitewater should be flexible to market demand and how the market can fit into Whitewater's community goals.
  - *Use data from the most recent housing studies and update regularly to understand market changes.*
- **Review and update codes for barriers to housing diversity.** The City's existing ordinance does not consider the possibility of tiny homes, accessory dwelling units, narrower lot sizes, or even mixed-use buildings without overcoming several approval and application barriers.
  - *Updating policies and codes should be done with proactive relationships between residents, developers, and city staff.*
  - *Ensure codes align with State requirements.*
- **Provide fiscally responsible assistance.** Provide infrastructure for sustainable, fiscally responsible growth, not sprawl. Doing so will naturally mitigate sprawl of homes on large lots that require significant infrastructure extensions. Large lot development:
  - *Decreases the return to the City from infrastructure development.*
  - *Increases impacts on the environment via more land consumption and less walkability.*

Housing should be treated as infrastructure and economic development, using incentives when necessary for projects that fill community needs, such as Residential TID and WHEDA programs.

NEIGHBORHOOD POLICY IMPLEMENTATION STORIES

CASE STUDY: Green County Housing Development Fund

The Green County Development Corporation's Housing Development Fund provides gap financing for housing projects that cannot be fully funded through conventional lending, offering loans for up to 20% of total project costs at flexible rates and terms. Eligible projects include new owner-occupied and rental housing, upper-story units, accessory dwelling units, building conversions, rehabilitations, and property acquisitions.

Whitewater could replicate this model by partnering with local banks, major employers, UW-Whitewater, foundations, and economic development organizations to establish a locally administered revolving loan fund. Such a program could help make otherwise infeasible projects possible, particularly downtown upper-story housing, workforce housing, adaptive reuse, and infill.

CASE STUDY: UniverCity Program

Although Iowa City is much larger than Whitewater, the neighborhoods around the University of Iowa and downtown are similar in many ways.

To reverse the trend of owner-occupancy to student-rental conversions, this Iowa City program will fund up to $50,000 in renovations to single-family homes close to downtown and the University of Iowa in exchange for a 20-year owner-occupancy deed restriction.

To date, more than 60 properties have been renovated and sold as owner-occupied through this program. The program is narrowly scoped and administratively light in devoted staff resources.

CASE STUDY: Wayne Community Housing Development Corporation

Wayne, Nebraska is a thriving community of 5,500 in Northeast Nebraska with a mixed economy based on a small state college, strong industries, and regional agriculture. Over 20 years ago, the leaders of Wayne saw the need to provide housing for their workforce and formed the Wayne Community Housing Development Corporation (WCHDC).

Growing out of the local economic development organization, WCHDC is a proactive nonprofit with the mission to improve the region through affordable housing development. Offering a purchase/rehab/resale program, home buyer education, and assistance on local projects, like new rent-to-own housing, WCHDC works to expand housing options for the local workforce. A similar program could bring similar impact to Whitewater.

CASE STUDY: Missing Middle in Chattanooga

With help from the Incremental Development Alliance, Chattanooga, TN leaders and stakeholders undertook an intensive developer workshop to identify solutions for missing middle housing types. The process resulted in a development packet that lays the framework for a developer to pursue these projects, including:

- Picking a building type based on the developer's financing options and state circumstances.
- Guides and site plans for good urban design amid traditional single-family neighborhoods.
- Technical considerations for packaging development applications.
- Bank packages for different building types to show how to bring the project to life by providing profits for lenders.

PARKS, RECREATION, NATURAL, & CULTURAL RESOURCES FORWARD

Parks, Recreation, Natural, & Cultural Resources Goals

1. Provide places where residents, employees, and visitors can gather, be active, and build social connections

2. Maintain natural areas, parks, and open spaces that provide a system of interconnected trails and greenways

3. Build partnerships that share a diverse supply of recreation options

4. Budget responsibility for maintenance and improvement needs

Introduction

Whitewater residents and visitors enjoy access to a variety of neighborhood and regional park facilities. Parks are a vital component of community life. Parks are more than an amenity; they are a place for community gathering, visitor attraction, and community image.

Whitewater needs to maintain and expand these places that provide opportunities for exercise, relaxation, socialization, and connection with nature.

The City adopted a Parks and Recreation Open Space Plan in 2026 that provides near-term implementation priorities.





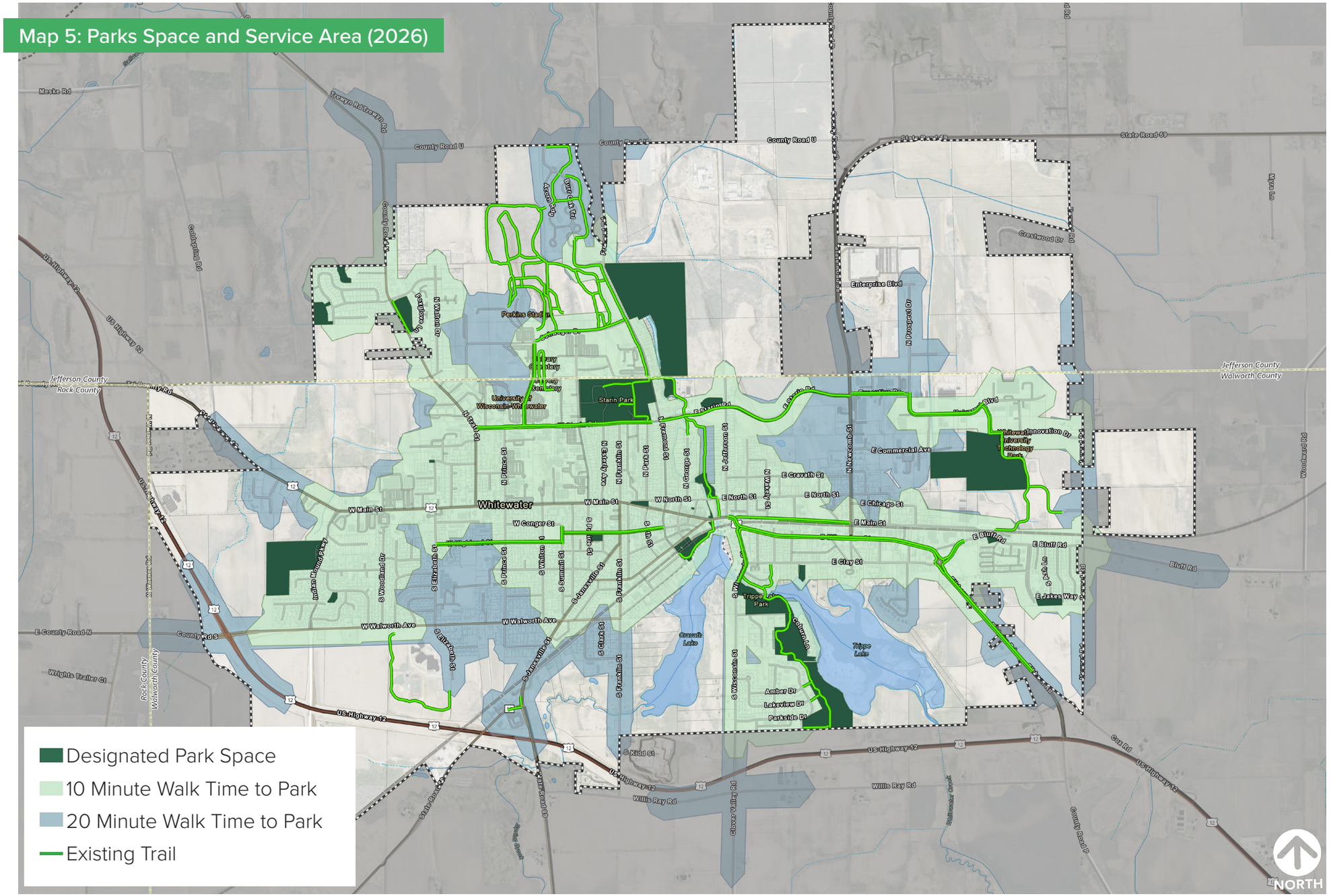








Map 5: Parks Space and Service Area (2026)



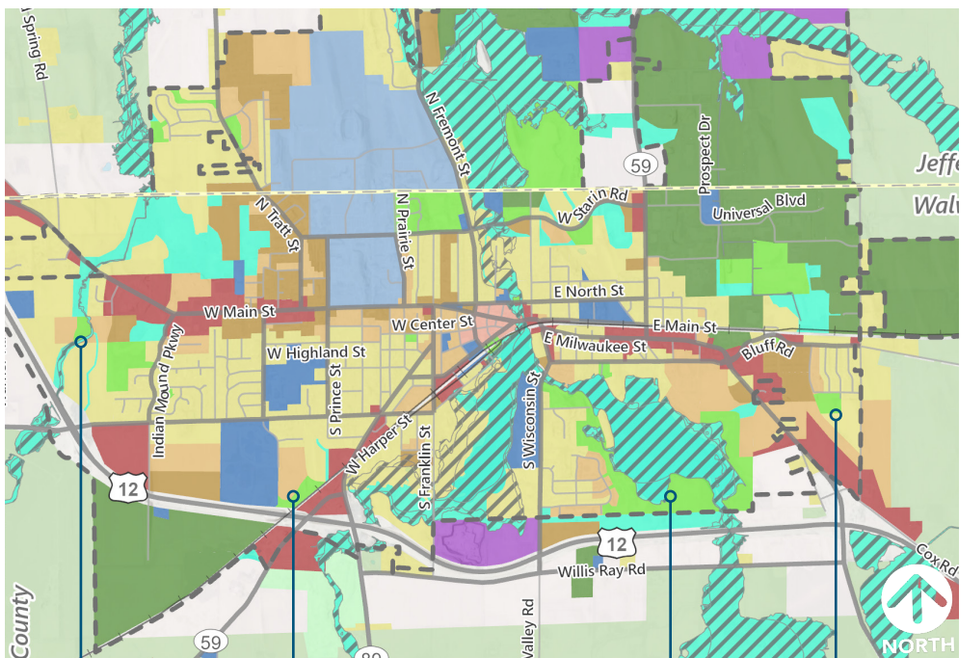
PARKS, RECREATION, NATURAL, & CULTURAL RESOURCES GUIDING POLICIES AND ACTIONS

1. Provide places where residents, employees, and visitors can gather, be active, and build social connections.

Guiding Policies and Actions

- **Implement the 2026 Parks and Recreation Open Space Plan.** Key parks to consider detailed master plans are Starin Park, Cravath Lakefront Park, and Moraine View Park. There was interest in the Whitewater Forward process in elevating recreational and programming opportunities around Cravath Lake and in Moraine View Park. Starin Park should continue to evolve as one of Whitewater's feature parks.
- **Continue to reserve growth areas for community parks.** Focus new spaces around environmental features such as floodplains, wetlands, and greenways. These areas offer opportunities to connect residents to the region's ecosystem, expand the park system with limited investment, and support stormwater management through passive natural areas.
  - *The City should maintain at least the current level of park service per resident. The future land use map identifies park areas intended to meet future needs. The City should also continue assessing appropriate park fees on new residential development so that growth contributes to the acquisition and improvement of parks needed to serve new residents.*
- **Connect trail routes that provide a system of interconnected trails and greenways.** See the Mobility chapter for detailed priorities.

Future Land Use Map



Park need if new neighborhoods develop west

Park or open space opportunity with neighborhood growth around the high school

Continuation of Trippe Lake open space access

Reservation of land for East Gate Park expansion with neighborhood growth

PARKS, RECREATION, NATURAL, & CULTURAL RESOURCES GUIDING POLICIES AND ACTIONS

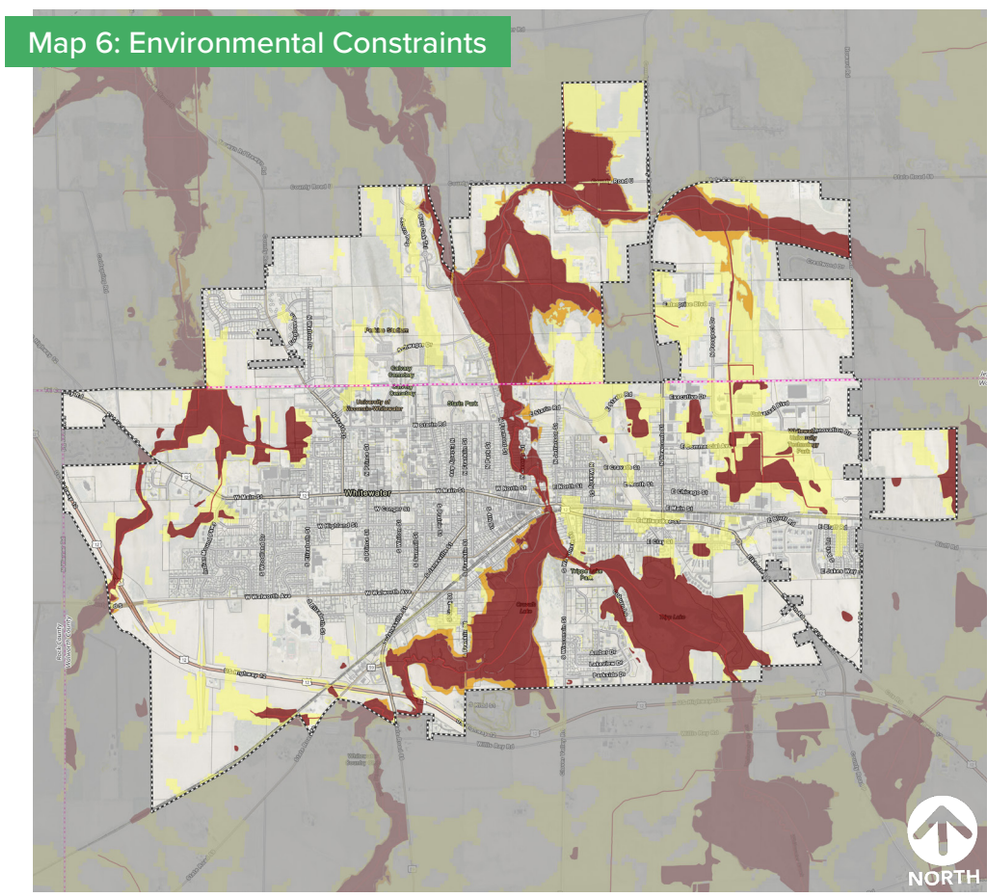
2. Maintain natural areas, parks, and open spaces.

Guiding Policies and Actions

- **Maintain, improve, fund, and consistently enforce the existing system and standards for stormwater management.** This should include buffering development from flood and wetland areas.
- **Protect identified wetlands and address stormwater management issues.** Whitewater is not unfamiliar with best management practices. Ordinances, codes, and direct public investments or incentives can include:
  - *Conservation easements. Legal mechanisms for landowners to place voluntary restrictions on the future use of their land. It generally requires a landowner to sell, permanently relinquish, or donate the rights of development. Tax benefits may be available for some easements.*
  - *Public acquisition. The City may have the opportunity to acquire land in sensitive flood or stormwater areas. Under public ownership, the City can directly manage the site as restricted natural space, offer areas of passive public park space.*
  - *Subdivision regulation for outlots. Often a developer will manage on-site stormwater by placing a detention or retention pond in an outlot. Outlots often require engineering of the natural watercourses and are unusable to the public. A preferred alternative is naturalized detention that works with the native wetland to improve water quality and habitat benefits.*

FEMA Floodway, 100-Year Floodplain
FEMA 500-Year Floodplain
Hydric Soils and Steep Slopes

Map 6: Environmental Constraints



PARKS, RECREATION, NATURAL, & CULTURAL RESOURCES GUIDING POLICIES AND ACTIONS

2. Maintain natural areas, parks, and open spaces.

Guiding Policies and Actions, continued

- **Leverage Trippe Lake as a regional amenity and connect to neighborhoods.** Buffer new development to allow public access points to the lake.
- **Improve and maintain water quality of Trippe Lake and Cravath Lake to increase recreational opportunities.**
- **Continue to implement the Jefferson and Walworth County Land and Water Resource Management Plans.** The Resource Management Plans guide cost-effective, collaborative efforts by County officials, conservation professionals, farmers, and residents to protect and restore natural resources, meet state agricultural standards, and establish priorities through 2030.
- **Preserve environmental corridors identified by SEWRPC.** These corridors can be used to connect habitats, provide flood storage and stormwater management, and create passive recreation opportunities. Not every corridor may necessarily become publicly accessible parkland.

PARKS, RECREATION, NATURAL, & CULTURAL RESOURCES GUIDING POLICIES AND ACTIONS

3. Build partnerships that share a diverse supply of recreation options.

Guiding Policies and Actions

- **Improve bike connections to the Ice Age Trail and regional recreational destinations.** Coordinate with the Town of Whitewater to find solutions to connections of mutual interest.
- **Partner with the Whitewater School District and University where sharing facilities and services can benefit students and citizens.** The schools and the City both benefit when planning is coordinated and can fill gaps in community recreation demands.
  - *Recreation facilities and pedestrian connections. New school facilities and site selection planning should be coordinated with the City's plans for pedestrian and bicycle routes and the possibility of sharing recreation facilities for the public.*
  - *Youth programs. Schools provide a critical resource for after school programs and youth improvement. Coordination with programs organized by the Parks and Recreation Department or Library create efficiencies in staff and more opportunities for youth.*
- **Be proactive on opportunities that align with Whitewater Forward.** Philanthropic and partnership opportunities can present themselves at any time. If opportunities arise, the City should work with partners to meet a vision supported by the community.
- **Budget for developing spaces in partnership with the private sector.** Whitewater must be ready to assist in developing park, recreation, and trail projects when the private sector proposes development. Municipal codes provide the initial tools for park requirements and require regular review.

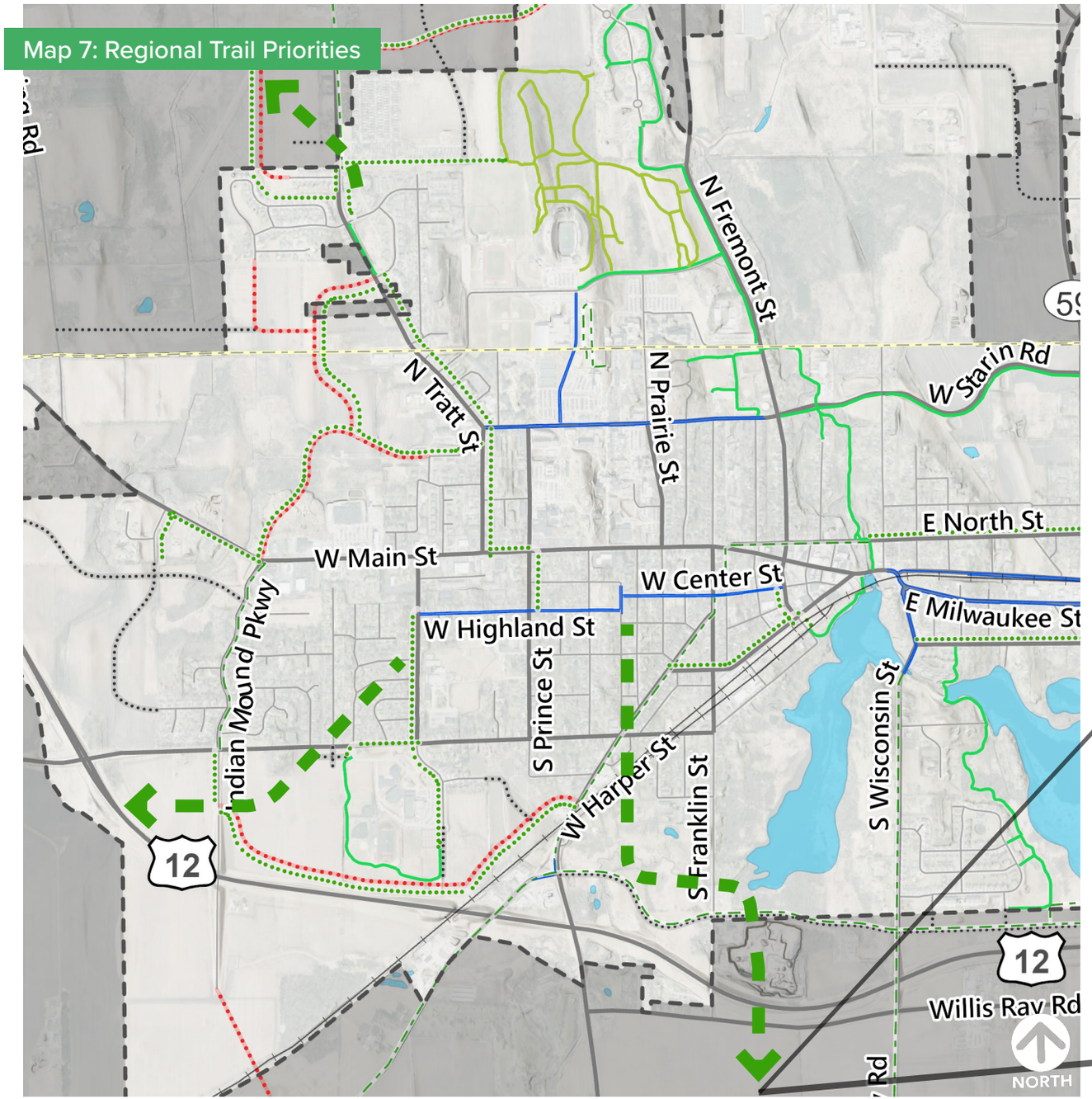
4. Budget responsibility for maintenance and improvement needs.

Guiding Policies and Actions

- **Maintain high-quality facilities.** Budget adequately based on a routine assessment of maintenance needs. A systematic evaluation will help ensure that funds for operations and maintenance are both adequate and targeted to address critical needs.
- **Evaluate recreational trends, demands, and facilities and adapt parks appropriately.** The research on parks, recreation, and health is continually evolving, from tennis courts in the 1970s to pickleball today.
- **Program reinvestments in existing parks located near neighborhoods without community parks within walking distance.** Community scale and regional parks are great assets and revered in Whitewater. But many families rely on existing neighborhood parks for day-to-day recreation. These parks like Walton Oaks Park and Big Brick Park serve a need.

High school students mentioned many activities they'd like to see in Whitewater, including art hubs, kayaking, fishing, outdoor events, and more

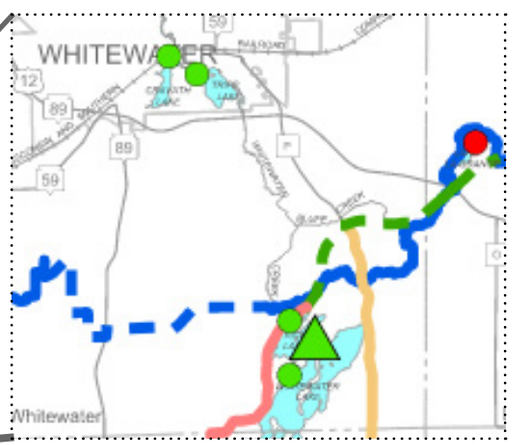
Map 7: Regional Trail Priorities



- Whitewater Limits
- County Limits
- Railroads
- Existing Major Roads
- Existing Minor Roads
- Priority Future Streets
- Ancillary Future Streets
- Nature Preserve Trail
- Existing Off Street Trails
- Existing On Street Trails
- Priority Future Trails
- Ancillary Future Trails

Outdoor Recreation Element of the Walworth County Park and Open Space Plan

- Existing Ice Age Trail
- Proposed Ice Age Trail
- Proposed Off-Street Trail



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ECONOMIC PROSPERITY

FORWARD

Economic Prosperity Goals

1. Support and fill the Whitewater Business Parks

2. Be attractive and well-functioning for a range of industrial enterprises

3. Have a diverse, year-round economy that attracts and retains employment, young professionals, entrepreneurs, and businesses

4. Complement Downtown development policy directions

Introduction

All aspects of this plan support the long term financial stability of Whitewater by retaining, growing, and attracting businesses and visitors. Whitewater has an economic influx from the University. But other economic areas, like downtown and the business park, are just as important to support a diverse local economy.







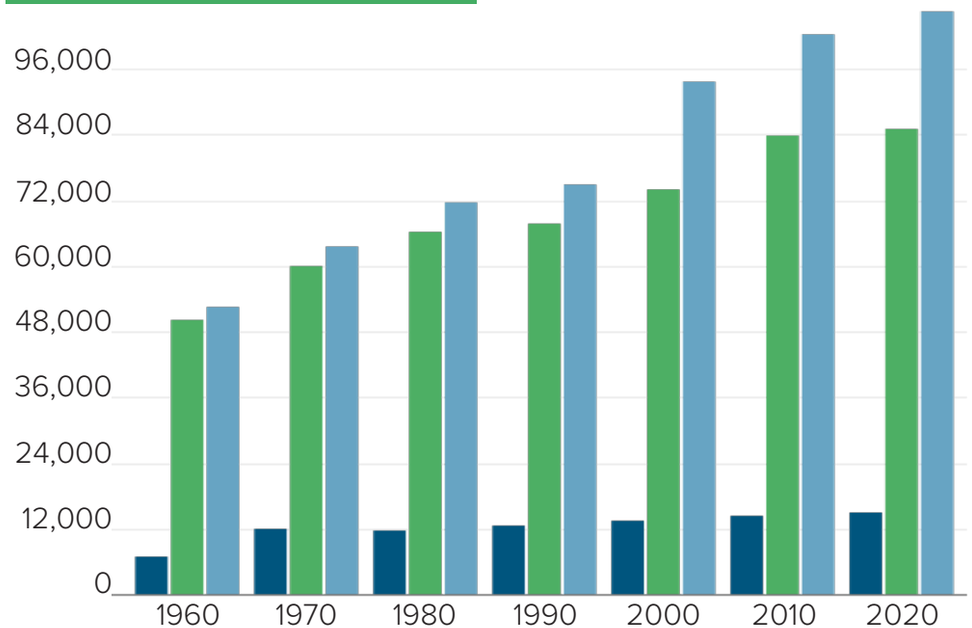






Growth and Economic Snapshot

Figure 6: Population Over Time



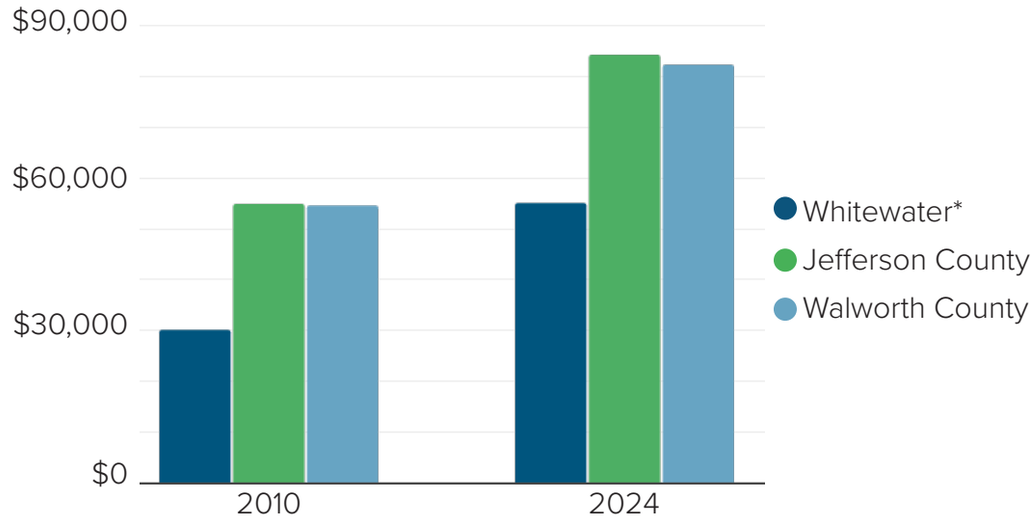
Source: U.S. Decennial Census

Figure 7: Commuting Pattern Inflow and Outflow



Source: Census On the Map Work Area Profile Analysis

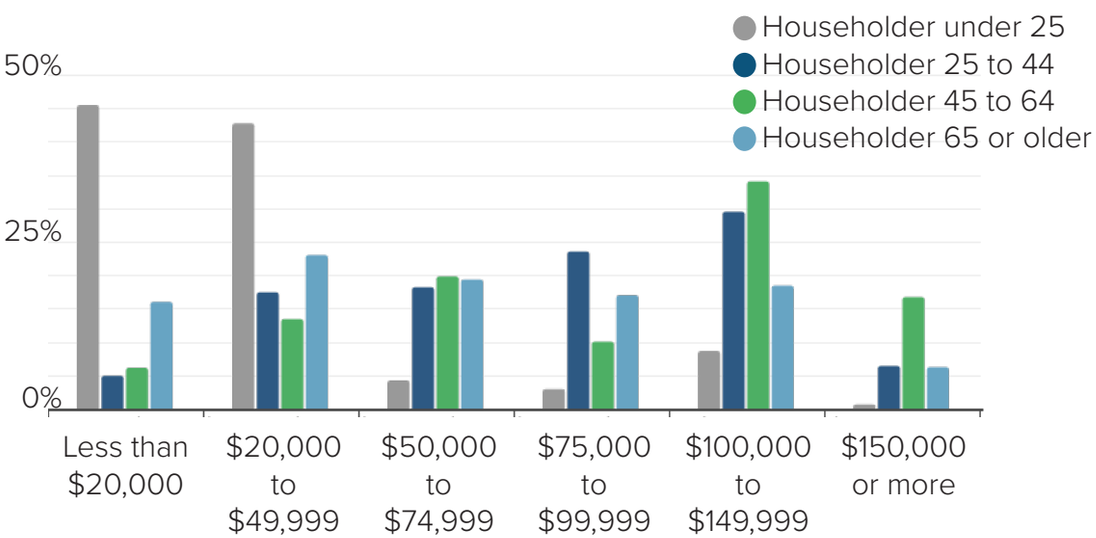
Figure 8: Median Household Income



Source: U.S. Decennial Census; American Community Survey (5-Year Estimates)

*Whitewater's median household income is impacted by the incomes of students. See Figure 9, below.

Figure 9: Household Income by Age of Householder, 2024



Source: American Community Survey (5-Year Estimates)

Economic Development Tools: Tax Incremental Financing Primer

Tax Incremental Financing (TIF) is a legal, well-established economic development tool available to Wisconsin municipalities under Wis. Stat. § 66.1105. TIF promotes industry, housing, redevelopment, and blight elimination by helping finance public improvements that would not otherwise occur. Projects are funded using taxes collected within the district itself, imposing no additional costs on the broader taxpaying public. Communities have used TIF successfully since the law was enacted in 1975.

In a Tax Increment District (TID), public investments encourage private growth and redevelopment. TIF finances those investments by capturing, for a limited time, the increased tax revenue, the "tax increment," generated by private investment within the district. As the tax base grows, the increment retires the public investment that made development possible. Once project costs are paid, the increment reverts to the general tax rolls, and all overlying taxing jurisdictions such as the City, school district, technical college district, and County, share in the enlarged tax base. Properly structured, TIF is not a giveaway of taxpayer funds. It is a self-financing mechanism in which project-generated growth pays for the public infrastructure that enabled it.

Before a TID may be created, the City and the Joint Review Board must find that development meets the statutory "but for" test, meaning the expected development would not occur but for TIF. This requirement, along with the others, reserves TIF assistance for projects that genuinely need it rather than subsidizing development that would happen anyway. The Joint Review Board comprising representatives of each affected taxing jurisdiction must approve any new TID and certain amendments to an existing TID. This independent, multi-jurisdictional review ensures each district is well-conceived, appropriately scoped, and consistent with sound public finance practice.

TIF rests on two supporting principles:

- The district's tax base was stagnant or declining, thus the revenue increase would not have occurred without substantial public expenditure.
- If the municipality must provide public improvements to attract development, the overlying taxing jurisdictions that benefit from the enlarged tax base should share in the cost of those improvements.

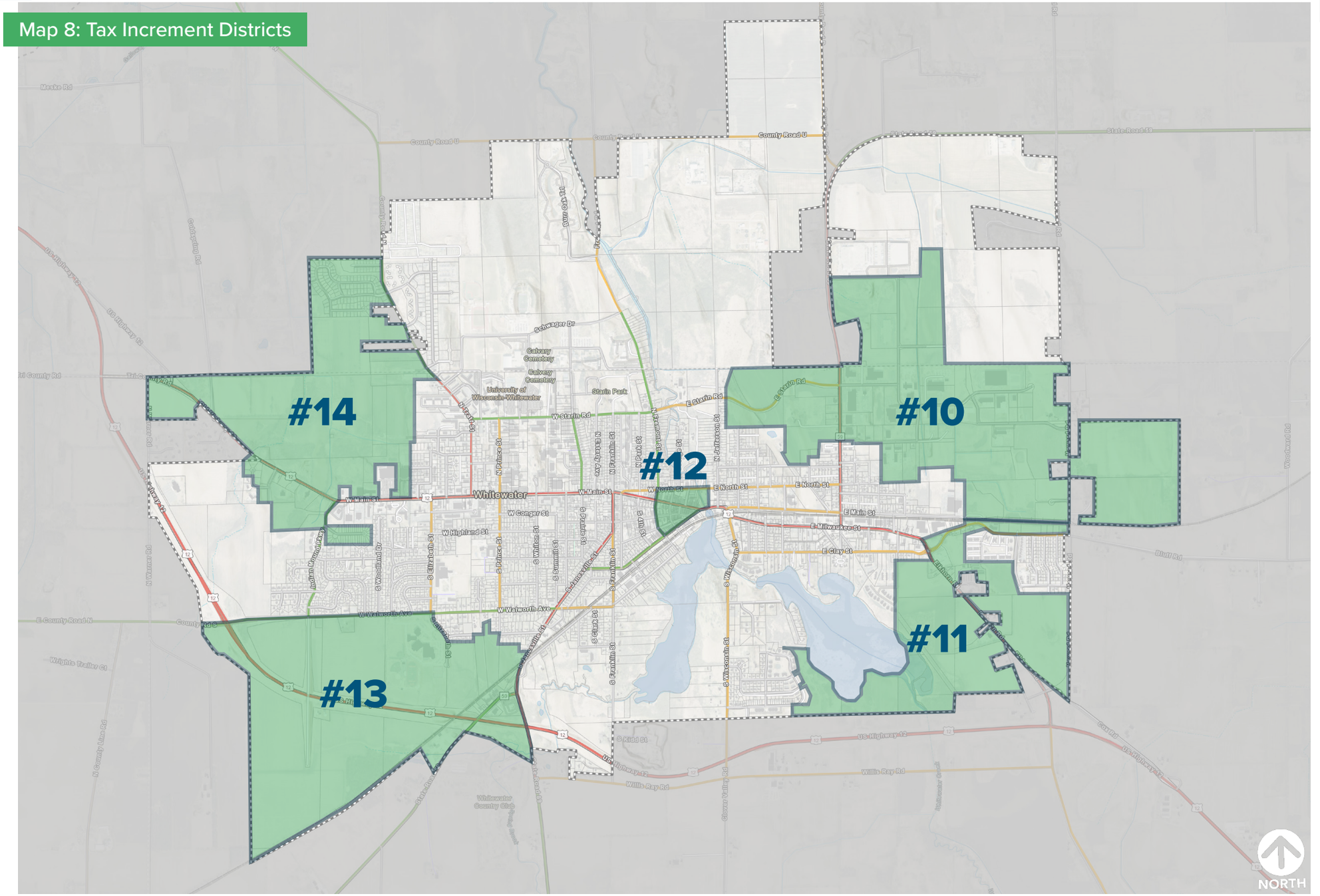
Eligible Uses of TIF

TIF is a flexible tool for a range of project types. Each is evaluated individually against the statutory "but for" test and the City's TIF policy. Qualifying projects may include:

- **Greenfield development.** TIF finances streets, utilities, and other infrastructure needed to open previously undeveloped land for industrial, commercial, or residential use.
- **Infill development.** TIF supports redevelopment of vacant, underutilized, or irregularly configured parcels within the city, making efficient use of existing infrastructure.
- **Brownfield redevelopment and blight elimination.** Sites requiring environmental remediation. Wisconsin law provides a dedicated tool for this purpose, the Environmental Remediation Tax Incremental District, Wis. Stat. § 66.1106, which allows the City to recover investigation and remediation costs to return contaminated property to productive use.
- **Housing development.** The Legislature has expanded TIF's role in housing. Wisconsin law allows a City to extend a TID's life after project costs are paid to generate revenue for affordable housing and housing stock improvements, with at least 75% benefiting affordable housing. Beginning Oct. 1, 2026, municipalities may also create residential TIDs, or "R-TIDs" to fund infrastructure for qualifying compact, owner-occupied projects.

Combined with the City's land use and comprehensive planning tools, TIF supports a balanced mix of housing types and price points across new subdivisions, infill neighborhoods, and brownfield redevelopment. When used judiciously and subjected to Wisconsin's required review process, TIF is a legal, fiscally responsible tool for the City to pursue economic development, redevelopment, and housing objectives. The City evaluates each proposed use individually, applying the "but for" test and Joint Review Board oversight to ensure public assistance goes only to projects that genuinely need it.

Map 8: Tax Increment Districts



ECONOMIC PROSPERITY GUIDING POLICIES AND ACTIONS

1. Support to fill and expand the Whitewater Business Parks.

+

2. Be attractive and well-functioning for a range of industrial enterprises.

Guiding Policies and Actions

Fully developing and strategically expanding the Business Park is a priority for strengthening and diversifying Whitewater's economic base.

- **Focus new tenant recruitment on support for anchor tenants and niches touched by the University.**
- **Support infrastructure improvements that meet the needs of transitioning manufacturing industries to remain competitive.** In particular, electric capacity needed to attract desirable businesses.
- **Use business recruitment as a strategy for retaining UW-Whitewater students after graduation.** Recruitment should target industries and entrepreneurial niches connected to the University's academic programs, research, workforce talent, and innovation ecosystem. The approach needs to include housing policies to meet entry-level worker needs.
- **Connect development outside the borders of the Park to draw people into the Park, including mixed-use development, bike and pedestrian trails, and transit access.** Activate non-sensitive areas in Moraine View Park to attract more regional use.
- **Strategically evaluate properties near the Business Park and near the Highway 12 bypass for additional Business Park growth.**

Guiding Policies and Actions

Like Goal 1, but Goal 2 focuses on other areas across Whitewater's planning area with support of the Community Development Authority.

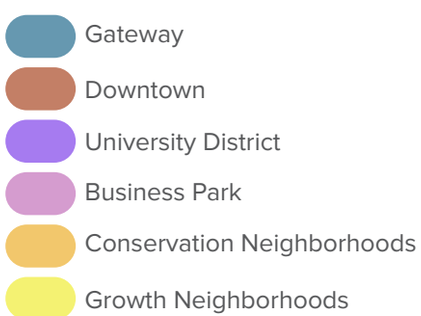
- **Maintain and support growth in Whitewater's employment base at strategic locations.** Whitewater's strong manufacturing and tech employment base should continue to be supported. The City should help guide employment centers in strategic locations where businesses can access efficient transportation with minimal impact on residential neighborhoods. The future land use map shows industrial and business areas with opportunities to expand as needed. In addition, these areas tend to be on the edges of town to help keep heavy truck traffic outside residential areas.
- **Ensure adequate infrastructure is in place for high impact industrial spaces.** Infrastructure upgrades should complement targeted development sites and TIF districts to increase return on public investment.
- **Continue to evaluate emerging technologies and development trends.** Emerging technologies and development trends can create new opportunities and infrastructure needs beyond those identified in Whitewater Forward. The City should remain flexible and proactive in evaluating these changes to ensure infrastructure, facilities, and services can support growth while advancing community priorities.

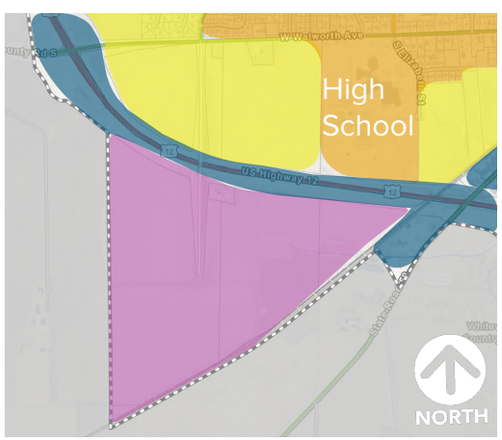
ECONOMIC PROSPERITY
GUIDING POLICIES AND ACTIONS

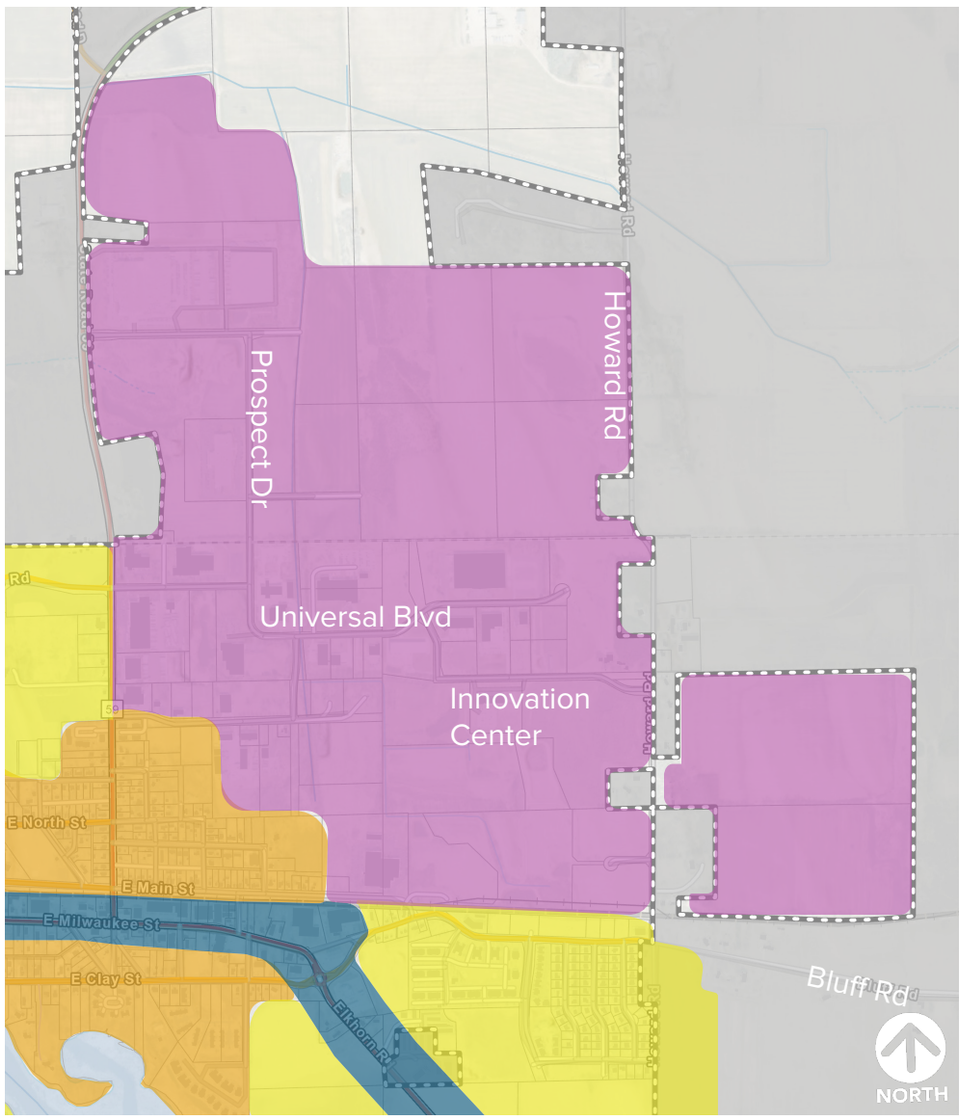
The formal Whitewater Business Park was created in 1986 to provide coordinated infrastructure improvement and collaboration to promote business growth and attraction in Whitewater. The influence of the Park goes beyond its formal boundaries as many of Whitewater's employers complement businesses in the Park.

A market expansion study in 2026 by the University provides direction for positioning the Business Park to compete for changing and emerging technology-driven businesses. Its recommendations frame the Business Park's near-term strategy while remaining flexible as industry, technology, and workforce needs continue to evolve rapidly. Implementing these recommendations and planning for the Park's strategic expansion should be a community-wide priority supported by coordinated public- and private-section action.

The Development Policy Area described with the Future Land Use map are shown below and on the right.







ECONOMIC PROSPERITY
GUIDING POLICIES AND ACTIONS

3. Have a diverse, year-round economy that attracts and retains employment, young professionals, entrepreneurs, and businesses.

Guiding Policies and Actions

- **Maintain a pool of economic development incentive options to use in appropriate circumstances that align with the vision and goals of Whitewater Forward.** This may include focusing on shovel-ready sites for business development in Goals 1 and 2.
- **Elevate small business formation and growth.** The Gateway, Milwaukee Street, and Downtown Development Policy Areas with the Future Land Use map provide great smaller scale mixed-use opportunities to support new businesses growing out of the University and Innovation Center. Proactively support emerging leaders and businesses, including working with the immigrant community to include them in plans, growth, and funding opportunities.
- **Implement other portions of Whitewater Forward to market Whitewater and attract businesses.** These elements include, but are not limited to::
  - *Connectivity and Highway access*
  - *Diversity of uses*
  - *Workforce attainable housing*
  - *Land uses for business growth*
  - *Quality water, sewer, electric, technology, and street services*



Innovation Center Space

ECONOMIC PROSPERITY GUIDING POLICIES AND ACTIONS

4. Complement Downtown development policy directions.

Guiding Policies and Actions

The downtown development policy area provides directions on elevating Whitewater's historic core. The master planning and design directions for the Downtown Policy Area must be coupled with value-added programming. These more intangible aspects include:

- **Keep Downtown active.** While the structures and bones of Downtown are unique, the programming and proactive event management can be used to stimulate more business.
- **Evaluate barriers to upper level housing units.** A vibrant downtown district integrates housing above its storefronts and radiating from its edges. Identify why units might be vacant and where incentives might stimulate action.
- **Strengthen downtown management partnerships.** Continue partnering with organizations such as Downtown Whitewater, Inc., to coordinate programming, promotion, business support, and revitalization efforts. Periodically evaluate whether certain downtown management functions could be more effectively run internally by the City.
- **Incentivize University visitors and students to go downtown.** The University's location in Whitewater is far enough from Downtown that visitors may not travel to Downtown businesses given the number of restaurants and services around the University.
  - *Oskaloosa, Iowa, home of William Penn University created special discounts and promotions for students and visitors for University events, specifically at downtown small businesses.*

THE ECONOMICS OF UPPER-STORY SPACES

There might be several reasons why property owners do not use upper story spaces (or sometimes ground floor spaces) for productive use. Other than personal preferences, reasons include:

- Need for Organizational Assistance. People involved with successful upper story renovation efforts can serve as mentors for others wishing to undertake similar projects.
- Need for Technical Assistance. Additional funding and local expertise, especially in areas of grant writing and leveraging various funding sources.
- Need for Financial Assistance. Upper story housing projects will often not be feasible without some public assistance because of rents, household income levels, and historic rehabilitation costs.

PUBLIC SERVICES FORWARD

Public Services Goals

1. Be transparent and openly collaborate with residents, businesses, and partners

2. Responsibly invest in public facilities and infrastructure that strategically encourage private sector investment

3. Grow in a way that supports efficient and cost-effective delivery of services

4. Partner with other organizations to share facilities and services

Introduction

The role of government is to ensure the health, safety, and welfare of its residents. This extends from the day-to-day decisions to how those decisions accumulate over time. The services the City provides set the foundation that supports everyday life in Whitewater. Providing these services cost-efficiently is the chief role of the City and its partners.

The scope of Whitewater Forward does not include a technical evaluation for each public facility and service, but rather identifies needs based on input from facility managers. In some instances, the Plan recommends additional study. Adapting to a changing population means adopting new ways of providing services transparently and accessibly.





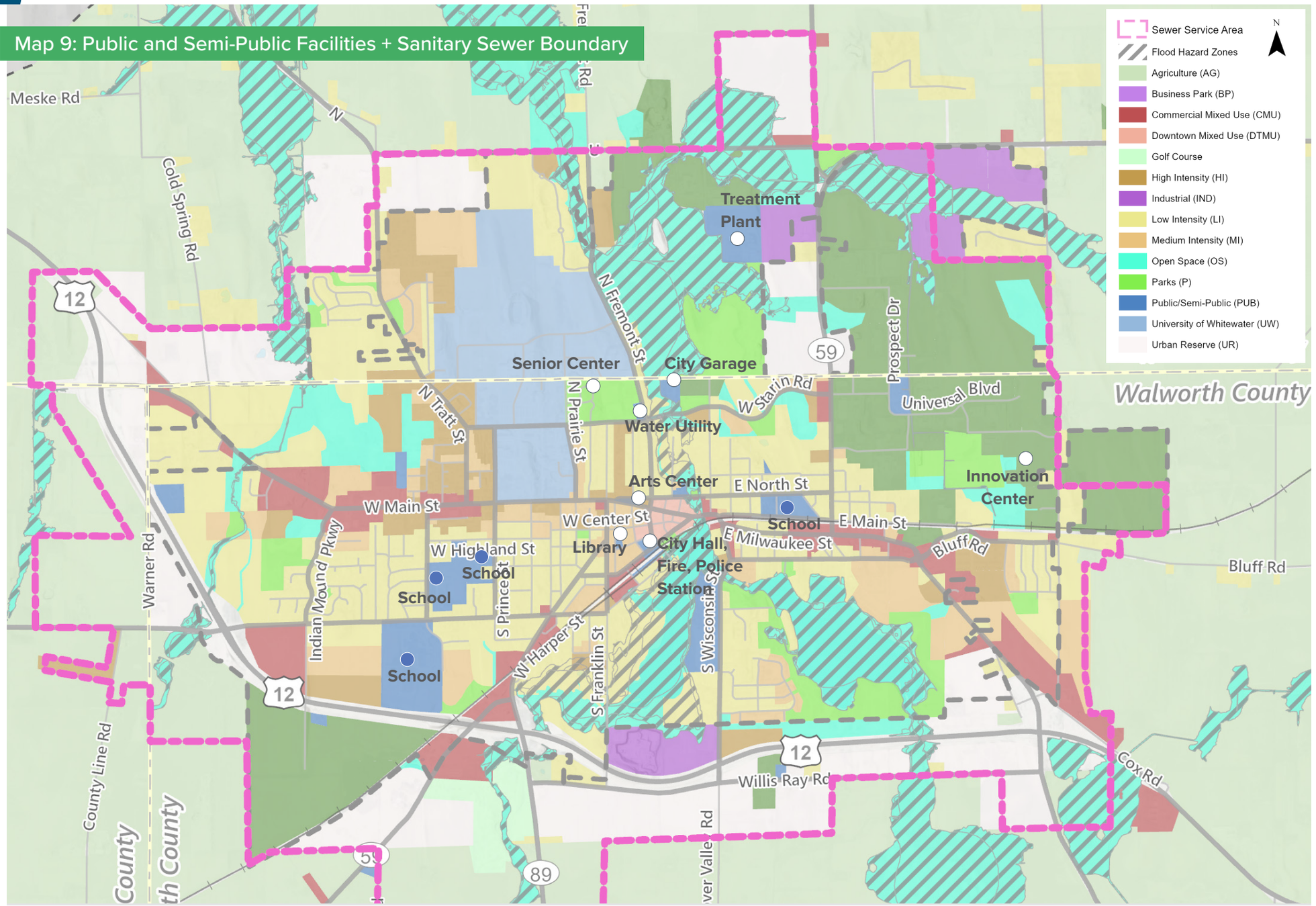








Map 9: Public and Semi-Public Facilities + Sanitary Sewer Boundary

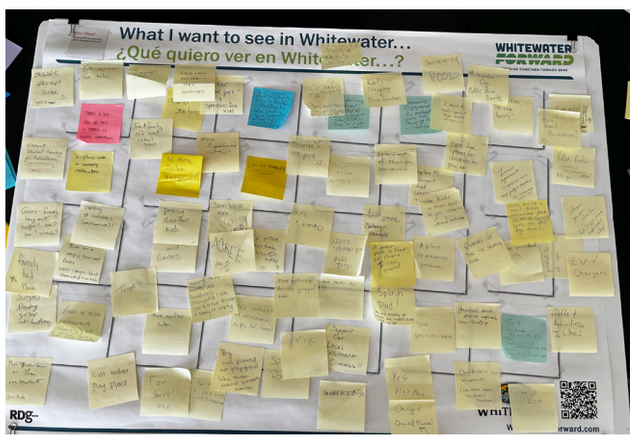


PUBLIC SERVICES
GUIDING POLICIES AND ACTIONS

1. Be transparent and openly collaborate with residents, businesses, and partners.

Guiding Policies and Actions

- **Continue to build communication tools.** With just the weekly Whitewater Register and the University's publication, the City must work harder to get information out. Explore new tools beyond social media and the City website. An example is leveraging Whitewater Banner, a local communication tool, or a weekly City staff update in the Whitewater Register.
- **Ensure all City departments understand the vision and goals of Whitewater Forward and act together.** Annually, each department should report to the Council how their actions during the year helped advance the vision or specific goals of the Plan. New reports, studies, and plans should use Whitewater Forward as a reference point for overall community visions.
- **Increase community building.** The seasonal nature of the University and changing demographics requires continual pulse checks with stakeholders to continue making valuable collaborations and building community pride. For stakeholders with English as their second language, this outreach requires partnerships, such as with the Immigrant Support Coalition and School District.
  - *The City might consider creating or collaborating with the School District on a community liaison position. The position would focus on outreach, promotion of services, program building, and more to reach and elevate residents and business owners.*
- **Embrace new residents to create a welcoming environment for all who want to live in Whitewater.** This means celebrating the community's history while welcoming new cultures and experiences. Whitewater has a rich history, with a diverse array of newer residents who can bring new life into the community, in addition to continuing efforts to retain University students after graduation.





PUBLIC SERVICES
GUIDING POLICIES AND ACTIONS

2. Responsibly invest in public facilities and infrastructure that strategically encourage private sector investment.

Guiding Policies and Actions

- **Use economic development incentives for infrastructure improvements when tied to private sector investment.** The Economic Prosperity chapter provides a primer on TIF use, but other advantageous tools are permitted in Wisconsin to advance goals.
- **Continue to evaluate emerging technologies and development trends.** Emerging technologies and development trends can create new opportunities and infrastructure needs beyond those identified in this plan. The City should remain flexible and proactive in evaluating these changes to ensure infrastructure, facilities, and services can support growth while advancing economic development.
- **Be fiscally responsible with funds for routine maintenance and repair to avoid higher costs to property owners in the future.** Funding routine maintenance can help reduce future costs by reducing major repairs or replacements. Whitewater's Public Works Department should continue to review needed upkeep and budget appropriately.



PUBLIC SERVICES
GUIDING POLICIES AND ACTIONS

3. Grow in a way that supports efficient and cost-effective delivery of services.

Guiding Policies and Actions

- **Maintain Level of Service.** New development must maintain capacity for other users with coordinated infrastructure upgrades. Closely monitor capacity, particularly in relation to higher demand development:
  - *Balance the cost versus benefit of public investment outside of service area, such as the need for lift stations.*
  - *Upgrade the public works facility.*
  - *Monitor fire service response times. The central facility location is adequate, but may need more staff if population grows.*
  - *Verify and update protection areas for all active and planned municipal wells.*
- **Budget for studies to regularly evaluate facility and resource needs every 5-7 years.** Detailed engineering or planning studies for utility, safety, and public facilities that occur twice a decade or more often as needed ensure Whitewater is informed and proactive in improvements. If a detailed study finds a facility's current use is no longer practical, options may be considered:
  - *Is the facility appropriate for another public use?*
  - *Is the location appropriate for another city use?*
  - *Can the facility be shared between multiple city departments? If no, can the facility be put to a private purpose that is supportive of the goals of Whitewater Forward?*



PUBLIC SERVICES
GUIDING POLICIES AND ACTIONS

4. Partner with other organizations to share facilities and services

Guiding Policies and Actions

- **Maximize community services by minimizing duplicate efforts.** Some partnerships already happening that can be maximized include:
  - *School recreation and youth programs, such as sports and arts and culture programming*
  - *Pantries and support services for low-income residents, such as through the Community Space and Immigrant Support Coalition*
- **Align capital investments with partner initiatives to leverage resources to extend the lifespan and value of public assets.** Partners to continue to monitor and evaluate for investment include:
  - *Community Foundation initiatives*
  - *Innovation Center and its future strategic direction*
  - *Community Engagement Center – privately owned and no longer being leased by UW-Whitewater, future use is to be determined*



PUBLIC SERVICES GUIDING POLICIES AND ACTIONS

Short Term Implementation Priorities

Wastewater

The City's Wastewater Utility maintains the City's sanitary sewer collection system and treatment plant. According to the DNR Annual Compliance Maintenance Report as of 2026, the Utility does not face any major capacity restraints or quality issues throughout the system.

The City should continue to conduct improvements to its sanitary collection system and treatment plant with a focus on aging infrastructure where inflow and infiltration is likely occurring. The Wastewater Utility is well positioned to extend sanitary sewer to future development areas. The collection system and treatment plant both have the capacity to support future growth.

Water

The City's Water Utility maintains the City's water distribution system. According to the PSC Report and Consumer Confidence Report as of 2026, the Water Utility meets all contaminant level requirements. The Water Utility recently completed rehabilitation of all five wells and replaced all public and private lead laterals within the City.

The City should continue replacing water mains with a history of breaks, as well as aging and undersized water mains. The Water Utility has sufficient water main capacity and pressure to serve additional development areas. A system wide modeling and planning study is scheduled within the next two years.

Storm Sewer

The storm sewer system is maintained through the City's Stormwater Utility. The Stormwater Utility has met the MS4 requirements for Total Suspended Solids removal and is currently 20.9% short of meeting the Phosphorus removal requirement.

Plan to continue improving the storm sewer system. Focus on where the system is lacking on City streets and develop projects to help meet Phosphorus removal requirements. All new development must meet the City's Total Suspended Solids removal requirements.

Street Department Facility

The City is planning to construct a new Street Department Facility by 2031.

Implement the recommendations of the Space Needs Assessment and Master Planning Study completed in 2020. The report identified many office deficiencies, outdated mechanical systems and equipment, inadequate electrical and plumbing systems, and building needs such as roof replacements and ADA compliance.

Fire Station

There has not been a recent study of the fire station facilities. Updates have been made to the facility to accommodate dorms and hygiene areas. However, hygiene facilities, while updated, are borderline inadequate. There are only two showers available for staff. Additionally, the limited footprint of the main facility and age of construction precludes achieving many of the NFPA 1500/1550 benchmarks such as:

- Airlocks and positive pressure transition zones between vehicle storage areas and living quarters
- Designated decontamination and multi-scale cleaning spaces for contaminated items that is segregated from the main apparatus bay floor
- Turnout gear storage room segregated from the main apparatus bay floor
- Eyewash or emergency decon shower as part of the segregated decon space
- Gradual acoustic alarms with soft lighting to reduce cardiac strain during the night
- Separated egress so that pedestrians do not cross active vehicle paths
- Building secure zones/hardened areas so that if someone walks into the apparatus bay they do not have full access to City Hall
- Doors from the apparatus bay to the living quarters that are pass-restricted

Evaluate the need for an additional fire station location or expansion. The call volume being received by the fire station is indicative of adding more staff in the near term. Within ten years, staffing will likely exceed available space.

Police Station

The total Police Department call volume for 2025 was 16,375 which was the highest it's ever been. Calls are on track to increase that call volume by 15% in 2026. There has not been a study of Police Department space. The following should be evaluated to keep pace with anticipated future call volume:

Evaluate plans for office space if growth occurs. There are no major anticipated changes in staff size in the near term. But if growth occurs, it will be very challenging to find office space for staff. To address this, the department would have to consider growing within the same building by displacing other department staff, or moving elsewhere.

Expand vehicle fleet parking space in the vicinity of department facilities. There are limited growth options for the Police Department fleet. Current vehicle growth encroaches on employee parking spaces behind the Municipal Building. Only two vehicles in the fleet can be parked in a garage space.

Library

The library was renovated and expanded 2025. An additional 4,400 square feet were added to the existing building built in 1991.

Continue regular maintenance of the current facility, addressing any maintenance issues as they arise. The new library space will meet the community's needs for the foreseeable future.

Whitewater Unified School District

While not under the management of the City of Whitewater, school district facilities provide services to the community.

The City should continue to work closely with the School District to monitor growth. Projected future growth needs will depend on enrollment changes. In 2026, the district was in the process of building out goals with each building as well as across the district as part of its five-year plan.

IMPLEMENTATION FORWARD

Implementation

1. Plan Maintenance
2. Plan Support and Collaboration
3. Implementation Schedule

Introduction

The previous chapters, with their narratives and maps, are the core of Whitewater Forward. This chapter highlights the plan for implementation by both public agencies and private decision-makers.

Focus Areas of Implementation

- **Plan Maintenance.** This section outlines a process for maintaining the plan and evaluating progress in achieving the plan's goals.
- **Plan Support.** A variety of partnerships and funding sources should be sought to assist in the implementation of the plan.
- **Implementation Schedule.** Implementation tables summarize the policies and actions proposed in the Plan that should be used with other planning documents like shorter term strategic plans. These recommendations contain various types of efforts.
  - *Policies. Policies require continuing efforts over a long period to implement the plan. In some cases, policies include specific regulatory or administrative actions.*
  - *Action Items. Action items include specific efforts or accomplishments by the community.*
  - *Capital Investment. Capital investments include projects that require direct funding to implement features of Whitewater Forward. Specific large infrastructure projects that may require future borrowing would require Council approvals before implementation after they review impact on City finances.*

Each recommendation is listed in coordination with its section in the Whitewater Forward document. Some recommendations require ongoing implementation while others can be implemented in the short-term (5 years), medium-term (5-10 years), and long-term (10-20 years).

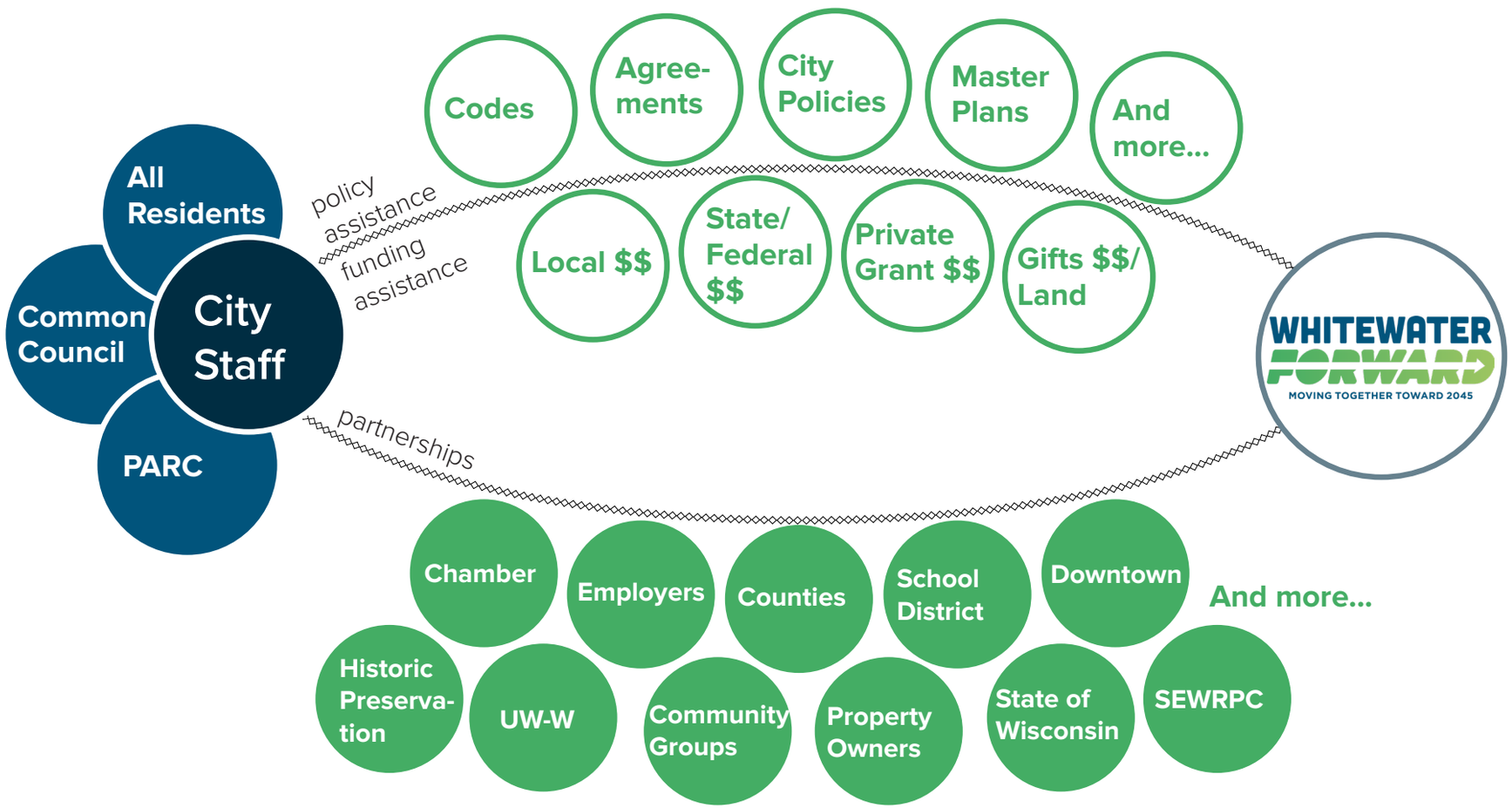
Plan Maintenance

The scope of Whitewater Forward is both ambitious and long term. To ensure the Plan progresses, the City should continue an ongoing planning process through goal setting sessions held every two to three years. The process should include the following features.

- **Action Program.** The PARC and Common Council should use the plan in goal setting sessions and further define strategic work programs of policies, actions, and capital investments. This annual process should be completed before the beginning of each budget year and include:
  - *A specific work program for the upcoming goal session. This program must be specific and related to the City's projected financial resources. The work program will establish the specific plan recommendations the City will accomplish during the next two years and use this plan's implementation tables as guides.*
  - *A comparison to the City's current financial position and upcoming plan actions.*
- **Regular Evaluation.** In addition, this process should include a regular evaluation of Whitewater Forward. This evaluation should occur in regular intervals, perhaps every one to two years. This evaluation should include a written report that:
  - *Summarizes key land use developments and decisions during the past two years and relates them to the comprehensive plan.*
  - *Review actions taken by the City during the past two years to implement plan recommendations.*
  - *Defines any changes to make to Whitewater Forward. The Plan should be viewed as a dynamic changing document that adapts to conditions and markets to be used actively by all in the city.*

Plan Support

The primary groups that will implement this plan are the Common Council, Plan and Architectural Review Commission, and City Staff. It is important for these groups to partner with other entities that have an interest in implementing Whitewater Forward's recommendations. The summarized partner list below is not an exhaustive list and is not intended to exclude any group that would like to take the lead on a project or policy.



Partners in Implementation: Intergovernmental Collaboration in Whitewater Forward

Wisconsin's Smart Growth law calls for comprehensive plans to be coordinated with adjacent jurisdictions, school districts, and regional and state agencies. Whitewater Forward's goals, policies, and strategies depend on sustained collaboration among public, private, nonprofit, and institutional partners. Each element of the plan identifies the partnerships needed to carry out its recommendations.

Intergovernmental Collaboration

Land Use

This element establishes Whitewater's desired development pattern within the city and in the surrounding extraterritorial area. It guides where growth should occur, where agricultural land and natural resources should be conserved, and how future development should be coordinated with adjacent jurisdictions. Wisconsin law gives the City authority to review certain land divisions in its extraterritorial jurisdiction; cooperative agreements are essential to implementing that authority effectively.

Key Intergovernmental Collaboration Partners: Towns of Whitewater, Cold Spring, and Lima, Jefferson, Walworth and Rock Counties, Southeastern Wisconsin Regional Planning Commission (SEWRPC), Wisconsin Department of Natural Resources.

Mobility

This element supports regional connections to Janesville, Fort Atkinson, Milton, Madison, Milwaukee, regional employment centers, and health-care services. It also seeks to strengthen coordination with UW–Whitewater, neighboring communities, employers, human-service agencies, and private transportation providers.

Key Intergovernmental Collaboration Partners: Wisconsin Department of Transportation, Jefferson, Walworth, and Rock county highway departments, SEWRPC, City of Janesville and Fort Atkinson; UW–Whitewater, Whitewater Unified School District, railroads; transit and paratransit providers; and bicycle and pedestrian advocacy organizations.

Parks, Recreation, & Nature

This element focuses on water-resource protection, regional trail connections, park access, and shared recreational facilities. Partnerships with schools, the university, counties, and conservation agencies can expand recreation opportunities while protecting Whitewater's lakes, streams, wetlands, and natural areas.

Key Intergovernmental Collaboration Partners: WDNR; Wisconsin Department of Agriculture, Trade and Consumer Protection; U.S. Army Corps of Engineers, FEMA, SEWRPC, Jefferson and Walworth county land conservation and parks departments, UW–Whitewater, Whitewater Unified School District, regional trail groups.

Partners in Implementation: Intergovernmental Collaboration in Whitewater Forward

Intergovernmental Collaboration

Neighborhoods

This element addresses growth and conservation neighborhoods. Growth neighborhoods require coordinated infrastructure planning to support sustainable, fiscally responsible development. Conservation neighborhoods require collaboration with nearby institutions and housing partners to preserve and improve housing options, stabilize neighborhoods, and meet the needs of residents at all life stages.

Key Intergovernmental Collaboration Partners: U.S. Department of Housing and Urban Development, Wisconsin Housing and Economic Development Authority, Wisconsin Department of Administration, Whitewater Unified School District, UW–Whitewater, City Community Development Authority, Walworth and Jefferson counties, and the Towns of Whitewater, Cold Spring, and Lima.

Economic Prosperity

This element supports business attraction, retention, expansion, entrepreneurship, and redevelopment. It emphasizes coordinated investment in sites, infrastructure, workforce development, downtown vitality, and small-business assistance.

Key Intergovernmental Collaboration Partners: Wisconsin Economic Development Corporation (WEDC), WHEDA, Wisconsin Department of Workforce Development, U.S. Small Business Administration, UW–Whitewater, Blackhawk Technical College, Walworth County Economic Development Alliance; Jefferson County Economic Development Consortium, utility providers.

Public Services

This element addresses the efficient, transparent delivery of public services and infrastructure. Collaboration can reduce duplication, improve service quality, coordinate capital investments, and strengthen emergency preparedness and response.

Key Intergovernmental Collaboration Partners: Jefferson and Walworth counties, Towns of Whitewater, Cold Spring, and Lima, Whitewater Unified School District, UW–Whitewater, county emergency management, public-health and human-services departments, solid-waste and recycling providers, sanitary sewer and stormwater partners, electric, natural-gas, telecommunications, and broadband providers.

Implementation Schedule

Development Policy Areas Goals + Policies	Partners	Type	Timeframe*
Overarching - Update the zoning ordinance to allow implementation of land use goals	CDA, developers, business owners, Chamber, Downtown Inc., Boards and Commissions	Action	Short, On-going
Milwaukee Street Gateway			
Allow market driven incremental change.	CDA, property owners, Chamber	Policy	On-going
Consider the City's role and redevelopment strategy.	CDA, PARC, property owners, developers, lenders	Policy, Capital	On-going
Create connectedness without conflict.	Public Works, WisDOT, property owners, developers, Police Department	Policy, Capital	On-going
Manage access along Milwaukee Street.	Public Works, WisDOT, adjacent property and business owners	Policy	On-going
Buffer higher and lower intensity uses.	PARC, developers	Policy	On-going
Avoid large expanses of concrete.	PARC, Public Works, developers	Policy	On-going
Maintain internal and external pedestrian connections.	Public Works, WisDOT, developers, adjacent property owners.	Policy	On-going
Maintain flexible zoning requirements.	PARC, CDA	Policy	On-going
West Main Street Gateway			
Master plan land as part of future development proposals.	CDA, PARC, property owners, developers, UW-Whitewater	Policy	On-going
Establish new connections between existing development projects.	Public Works, WisDOT, property owners, developers	Policy	On-going
Prepare and implement streetscape design for West Main Street.	Public Works, CDA, WisDOT, Chamber, property owners	Action	Medium
Study Main Street's street section.	Public Works, WisDOT, UW-Whitewater, Downtown Inc, Chamber	Action	Short

* Short-term: 5 years; Medium-term: 5-10 years; Long-term: 10-20 years

Implementation Schedule

Downtown			
Complete a Downtown master plan	Downtown Inc, Chamber, property owners	Action, Capital	Short
Complete a historic building improvement plan.	Downtown Inc, Chamber, property owners, Whitewater Landmarks Commission, Wisconsin Historical Society	Action, Capital	Short
Retain a Downtown retail recruitment specialist.	Public Arts Committee, Whitewater Arts Alliance, Downtown Inc.	Action, Capital	Medium
Initiate an Arts & Culture Master Plan.	Public Works, Parks & Recreation, Public Arts Committee, Whitewater Arts Alliance	Action, Capital	Short
Update the Downtown Design Guidelines.	Downtown Inc, Chamber, property owners	Action	Short
Support sites or buildings that are subject-to-change.	Downtown Inc, property owners CDA	Policy, Capital	On-going
Initiate the design of public spaces in Downtown.	Downtown Inc, property owners, Parks & Recreation	Action, Capital	Short/Medium
University District			
Ensure that redevelopment and infill developments provide transitions between land use intensities.	UW-Whitewater, PARC, developers, neighborhood residents	Policy	On-going
Connect pedestrian and bicycle features to destinations, including Downtown.	UW-Whitewater, Public Works, WisDOT, student organizations	Policy	On-going
Focus commercial uses in mixed-use developments along Main Street.	UW-Whitewater, CDA, developers, property owners, Chamber	Policy	On-going
Apply resources for code enforcement and public property maintenance.	UW-Whitewater, landlords, neighborhood associations	Action	On-going
Work in partnership with the University.	UW-Whitewater, Facilities Planning & Management, Sustainability Office, student organizations	Policy, Action, Capital	On-going
Plan for the transition of homes split up for student housing back to resident housing if enrollments drop.	UW-Whitewater, landlords, Realtors, CDA, developers	Action	Medium

* Short-term: 5 years; Medium-term: 5-10 years; Long-term: 10-20 years

Implementation Schedule

Conservation Neighborhoods			
Maintain and improve public facilities and infrastructure.	Public Works, utilities, property owners	Capital	On-going
Enable varied housing types.	CDA, developers, Realtors, non-profit organizations, PARC	Policy	On-going
Direct higher density residential uses to areas adjacent to higher intensity uses or along major streets.	PARC, developers, property owners	Policy	On-going
Encourage private maintenance and investment in the housing stock.	CDA, lenders, Realtors, contractors, Community Action, PARC	Action, Capital	On-going
Encourage mixed uses along the major corridors.	CDA, developers, Chamber, property owners, PARC	Policy	On-going
Complete sidewalk gaps and safety improvements to schools, parks, and Downtown.	Public Works, Whitewater Unified School District, Parks & Recreation	Action, Capital	Short On-going
Growth Neighborhoods			
Prohibit new development that cannot connect to city services.	Public Works, utilities, developers, affected towns/counties	Policy	On-going
Direct medium and higher density residential to areas adjacent to higher intensity uses, parks, and major corridors.	CDA, developers, PARC	Policy	On-going
Prohibit development within floodplains and preserve drainageways.	Public Works, counties, Wisconsin DNR, developers	Policy	On-going
Encourage mixed-use developments along arterial and collector corridors.	CDA, PARC, developers, property owners, Chamber	Policy	On-going
Identify connections to collectors and arterials for all new developments.	Public Works, WisDOT, counties, developers	Policy	On-going
Use a Complete Streets approach to new streets for motorists and non-motorists.	Public Works, developers	Policy	On-going
Do not permit large lot rural development that would impede future neighborhood and street continuity.	Adjacent towns, counties, landowners, developers	Policy	On-going
Partner with developers through agreements and incentives to achieve desired outcomes.	CDA, developers, lenders, utilities	Policy, Action	On-going

* Short-term: 5 years; Medium-term: 5-10 years; Long-term: 10-20 years

Implementation Schedule

Mobility Goals + Policies	Partners	Type	Timeframe
Have a safe, connected, and accessible mobility system for all users			
Practice context-sensitive street design that reflects the scale of surrounding land use, desired travel speeds, and accessibility.	Public Works, WisDOT, counties, developers	Policy	On-going
Reduce the number of conflict points between pedestrians, bicyclists, vehicles, and fright traffic.	Public Works, WisDOT, UW-Whitewater, Whitewater Unified School District	Policy, Action, Capital	Short On-going
Use higher safety standards near schools, the University, downtown, parks, senior housing, and multi-family housing areas.	Public Works, UW-Whitewater, Whitewater Unified School District, Parks & Recreation	Policy, Capital	On-going
Limit isolated development patterns, long cul-de-sacs, and single access commercial sites.	Public Works, PARC, developers	Policy	On-going
Adopt a Complete Streets policy for construction, reconstruction, resurfacing, and other major maintenance projects.	Public Works, WisDOT	Policy, Action	Short On-going
Close sidewalk gaps along existing streets and improve ADA curb ramps as part of annual street and mobility projects.	Public Works, Whitewater Unified School District, property owners	Action, Capital	Short On-going
Include shared driveways, cross-access, internal sidewalks, and reduced curb cuts, bicycle parking, and buildings oriented towards the street when developing commercial corridors.	Public Works, PARC, WisDOT, property owners, developers	Policy	On-going
Offer options to walk, bike, and use other non-motorized mobility options to reach destinations			
Treat sidewalks, bikeways, and trails as essential transportation infrastructure that should be practical, comfortable, and convenient to use.	Public Works, Parks & Recreation, UW-Whitewater	Policy	On-going
Place higher priority on sidewalk, bicycle, and trail connections that link people to daily destinations.	Public Works, Whitewater Unified School District, major employers	Policy, Capital	On-going
Integrate non-motorized transportation improvements into street, park, utility, and redevelopment projects.	Public Works, Parks & Recreation, utilities, developers, UW-Whitewater	Policy, Action, Capital	On-going
Update the Bike and Pedestrian Master Plan, identifying new sidewalk gaps, priority crossings, future trails, bicycle routes, and campus-to-downtown connections.	Public Works, Parks & Recreation, UW-Whitewater, Whitewater Unified School District, counties, WisDOT, Ice Age Trail, SEWRPC	Action	Short

* Short-term: 5 years; Medium-term: 5-10 years; Long-term: 10-20 years

Implementation Schedule

Collaborate on regional mobility options, including transit, shared-ride service, and connections to nearby communities			
Support regional transportation connections to Janesville, Fort Atkinson, Milton, Madison, Milwaukee, regional employment centers, and medical services.	WisDOT, counties, nearby municipalities, Brown Cab, regional bus operators, major employers	Policy, Action	On-going
Build partnerships with UW-Whitewater, Walworth County, Jefferson County, Rock County, employers, human service agencies, and private providers on land use and transportation decisions of mutual importance.	UW-Whitewater, counties, major employers, service organizations, transportation providers, SEWRPC	Action	Short On-going
Consider a Transit Feasibility Study to evaluate student mobility, regional commuter needs, evening and weekend service gaps, and potential shuttle or microtransit options.	UW-Whitewater, counties, Brown Cab, regional service providers, major employers, SEWRPC	Action	Short/Medium
Use the Land Use Plan to encourage senior housing, affordable housing, multi-family housing, employment centers, and medical/service destinations to locate where a variety of mobility options are available or feasible.	CDA, developers, housing organizations, transportation providers	Policy	On-going
Maintain and improve street, freight, and mobility infrastructure in a fiscally responsible and resilient manner			
Discourage new buildings in areas for future street extensions and freight access opportunities that support long-term economic development.	Public Works, WisDOT, counties, CDA, industrial businesses, developers	Policy	On-going
Design streets to reduce long-term maintenance costs, manage stormwater, and support winter operations.	Public Works, developers	Policy, Capital	On-going
Maintain a Capital Improvement Program that prioritizes pavement condition, safety, ADA accessibility, utility coordination, and multimodal needs.	Public Works, Finance, utilities, UW-Whitewater, Whitewater Unified School District	Action, Capital	On-going
Update, map, and improve wayfinding for designated truck routes, industrial access routes, and loading areas. Signage should discourage heavy traffic in neighborhoods or campus-area streets.	Public Works, WisDOT, counties, major employers, UW-Whitewater, Chamber	Action, Capital	Short On-going
Evaluate downtown parking supply, occupancy, time limits, shared parking, and wayfinding before requiring additional surface parking in the area.	Downtown Inc, Chamber, UW-Whitewater, major employers, property and business owners	Action	Short

* Short-term: 5 years; Medium-term: 5-10 years; Long-term: 10-20 years

Implementation Schedule

Neighborhoods Goals + Policies	Partners	Type	Timeframe
Have housing types for people in all stages of life and income ranges			
Focus on building and site design in neighborhoods	PARC, developers, architects, property owners	Policy	On-going
Encourage projects with Universal Design	Builders, developers, housing providers	Policy, Action	On-going
Update zoning codes for flexibility across districts	PARC, CDA	Policy, Action	Short
Blend new housing into existing neighborhoods without creating secluded enclaves	Developers, neighborhood associations, PARC	Policy	On-going
Bolster standards for multi-family development that creates neighborhoods	PARC, developers, property owners	Policy, Action	Short
Preserve the existing housing stock			
Invest in neighborhood engagement programs.	Neighborhood associations, UW-Whitewater, Whitewater Unified School District, non-profits, landlords	Policy, Action, Capital	On-going
Test neighborhood conservation programs.	CDA, PARC, neighborhood associations, lenders, Wisconsin Historical Society	Action, Capital	Short/Medium
Preserve existing single-family homes in the University District.	Landlords, property owners, UW-Whitewater, Realtors, CDA	Policy, Capital	On-going
Support housing needs through partnerships, policy, and public incentives			
Support market demands.	CDA, developers, Realtors, lenders, major employers	Policy	On-going
Review and update codes for barriers to housing diversity.	PARC, CDA, developers, Realtors	Action, Policy	Short
Provide fiscally responsible assistance.	CDA, Finance, lenders, county housing agencies, Community Action, developers	Policy, Capital	On-going

* Short-term: 5 years; Medium-term: 5-10 years; Long-term: 10-20 years

Implementation Schedule

Parks, Recreation, Natural, and Cultural Goals + Policies	Partners	Type	Timeframe
Provide places where residents, employees, and visitors can gather, be active, and build social connections			
Implement the 2026 Parks and Recreation Open Space Plan.	Parks & Rec, Public Works, UW-Whitewater, Whitewater Unified School District, neighborhood associations	Action, Capital	Short/Medium
Continue to reserve growth areas for community parks.	Developers, land owners, PARC	Policy	On-going
Connect trail routes that provide a system of interconnected trails and greenways.	Public Works, counties, developers, SEWRPC, Ice Age Trails	Policy, Capital	On-going
Maintain natural areas, parks, and open spaces that provide a system of interconnected trails and greenways			
Leverage Trippe Lake as a regional amenity and connect to neighborhoods	Lakes Advisory Committee, Chamber, Downtown Inc, Wisconsin DNR, Parks & Rec	Action, Capital	On-going
Improve and maintain water quality of Trippe Lake and Cravath Lake to increase recreational opportunities.	Lakes Advisory Committee, Public Works, Wisconsin DNR, SEWRPC	Action, Capital	Short On-going
Protect identified wetlands and address stormwater management issues.	Public Works, Wisconsin DNR, counties, developers, land owners	Policy, Capital	On-going
Build partnerships that share a diverse supply of recreation options			
Improve bike connections to the Ice Age Trail and regional recreational destinations.	Ice Age Trail, Walworth/Jefferson Counties, Wisconsin DNR, Chamber, UW-Whitewater, SEWRPC	Action, Capital	Medium, On-going
Partner with the Whitewater School District and University where sharing facilities and services can benefit students and citizens.	Whitewater Unified School District, UW-Whitewater	Action	On-going
Budget responsibility for maintenance and improvement needs			
Maintain high-quality facilities.	Public Works, Parks & Rec, Whitewater Unified School District	Action	On-going
Evaluate recreational trends, demands, and facilities and adapt parks appropriately.	Parks & Recreation, Whitewater Unified School District, UW-Whitewater	Action	On-going
Program reinvestments in existing parks located near neighborhoods without community parks within walking distance.	Neighborhood associations, Parks & Rec, foundations, developers	Action, Capital	Medium, On-going

* Short-term: 5 years; Medium-term: 5-10 years; Long-term: 10-20 years

Implementation Schedule

Economic Prosperity Goals + Policies	Partners	Type	Timeframe
Support and fill the Whitewater Business Park			
Focus new tenant recruitment on support for anchor tenants and niches touched by the University.	CDA, Chamber, UW-Whitewater, WEDC, major employers	Action	On-going
Support infrastructure improvements that meet the needs of transitioning manufacturing industries to remain competitive.	CDA, Public Works, utilities, major employers, utilities	Action, Capital	On-going
Use business recruitment as a strategy for retaining UW-Whitewater students after graduation.	UW-Whitewater, CDA, Chamber, major employers, alumni organizations	Action	On-going
Connect development outside the borders of the Park to draw people into the Park, including mixed-use development, bike and pedestrian trails, and transit access.	CDA, Public Works, developers, property owners, major employers, UW-Whitewater	Policy, Action, Capital	Medium/Long, On-going
Be attractive and well-functioning for a range of industrial enterprises			
Maintain and support growth in Whitewater's employment base at strategic locations.	CDA, Chamber, major employers	Policy, Action	On-going
Ensure adequate infrastructure is in place for high impact industrial spaces.	Public Works, CDA, PARC, utility providers, property owners, developers	Policy, Capital	On-going
Continue to evaluate emerging technologies and development trends.	UW-Whitewater, CDA, major employers	Action	On-going
Have a diverse, year-round economy that attracts and retains employment, young professionals, entrepreneurs, and businesses			
Maintain a pool of economic development incentive options to use in appropriate circumstances that align with the vision and goals of Whitewater Forward.	CDA, Finance, Common Council, lenders	Policy, Action, Capital	On-going
Elevate small business formation and growth.	CDA, Downtown Inc, Chamber, UW-Whitewater, business owners, lenders	Action, Capital	On-going
Implement other portions of Whitewater Forward to market Whitewater and attract businesses.	Chamber, CDA, Downtown Inc, UW-Whitewater	Action	On-going

* Short-term: 5 years; Medium-term: 5-10 years; Long-term: 10-20 years

Implementation Schedule

Public Services Goals + Policies	Partners	Type	Timeframe
Complement Downtown development policy directions			
Keep Downtown active.	Downtown Inc, Chamber, business owners property owners, UW-Whitewater, Parks & Rec	Action	On-going
Evaluate barriers to upper level housing units.	CDA, Downtown Inc, property owners, business owners	Policy, Action	Short
Incentivize University visitors and students to go downtown.	UW-Whitewater, Downtown Inc, Chamber, business owners, student organizations	Action	Short On-going
Be transparent and openly collaborate with residents, businesses, and partners			
Continue to build communication tools.	Local media, UW-Whitewater, Whitewater Unified School District, Chamber, neighborhood associations	Action	Short On-going
Ensure all City departments understand the vision and goals of Whitewater Forward and act together.	Common Council, PARC, City boards and commissions, department heads	Action	Short On-going
Increase community building.	UW-Whitewater, Whitewater Unified School District, service organizations, Chamber, neighborhood associations	Action	On-going
Embrace new residents to create a welcoming environment for all who want to live in Whitewater.	Library, UW-Whitewater, service organizations, Chamber, Whitewater Unified School District, neighborhood associations	Action	On-going

* Short-term: 5 years; Medium-term: 5-10 years; Long-term: 10-20 years

Responsibly invest in public facilities and infrastructure that strategically encourage private sector investment			
Use economic development incentives for infrastructure improvements when tied to private sector investment.	CDA, developers, business owners, Public Works, lenders, property owners	Policy, Capital	On-going
Continue to evaluate emerging technologies and development trends.	UW-Whitewater, utilities, SEWRPC	Action	On-going
Be fiscally responsible with funds for routine maintenance and repair to avoid higher costs to property owners in the future.	Public Works, Finance, utilities	Policy, Capital	On-going
Grow in a way that supports efficient and cost-effective delivery of services			
Maintain Level of Service.	City Departments, partner agencies	Policy, Action	On-going
Budget for studies to regularly evaluate facility and resource needs every 5-7 years.	City Departments, outside consultants	Action	Medium, On-going
Partner with other organizations to share facilities and services			
Maximize community services by minimizing duplicate efforts.	UW-Whitewater, School District, SEWRPC, counties, service organizations	Action	On-going
Align capital investments with partner initiatives to leverage resources to extend the lifespan and value of public assets.	UW-Whitewater, Whitewater Unified School District, counties, utilities, service providers	Policy, Action, Capital	On-going

* Short-term: 5 years; Medium-term: 5-10 years; Long-term: 10-20 years

Supplemental Information

1. Whitewater Today Report
2. Engagement Report
3. Forecast Methodology

Whitewater Today Report

Located in the heart of southeast Wisconsin, Whitewater is known for its rich natural beauty, tight-knit, small-town feel, and as the home of the University of Wisconsin-Whitewater. The city is uniquely situated in both Jefferson and Walworth counties. This dual-county location influences everything from transportation planning and infrastructure investment to emergency services, housing, and land use coordination, making intergovernmental collaboration essential to the city's long-term success. Whitewater has experienced steady growth over the past few decades, evolving into a dynamic community celebrated for its academic, cultural, and economic contributions. These contributions benefit local residents and businesses through workforce development, tourism, entrepreneurship, and expanded opportunities.

To provide a comprehensive understanding, this analysis includes:

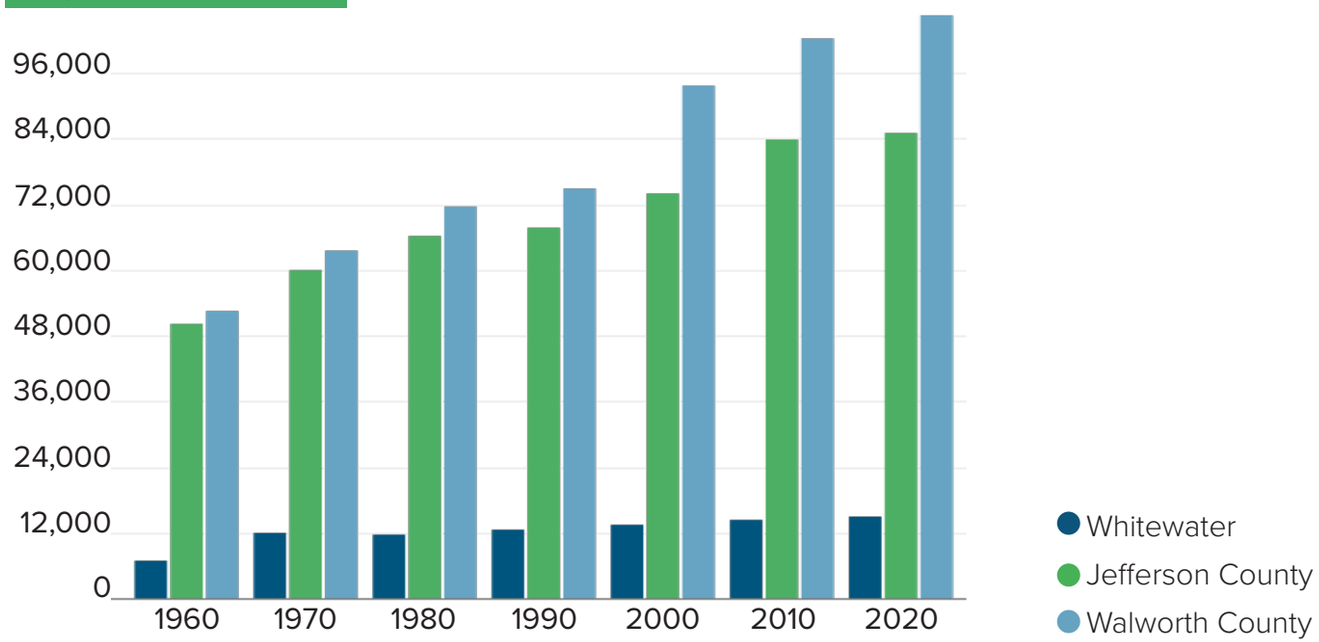
- Population History & Character
- Housing & Neighborhood Character
- Economic Activity
- Physical Composition & Trends

POPULATION CHANGE

Since 1960, Whitewater has experienced consistent population growth. Items to note in this pattern include:

- Since 2000, Whitewater has grown at a 0.51% annual growth rate. The city's growth has been steady and manageable, providing support for long-term fiscal stability and the ability to plan infrastructure and services deliberately rather than reacting to rapid expansion.
- Between 2000 and 2020, Jefferson County and Walworth County grew at 0.69% and 0.64% annually, respectively. The city is growing at a rate slower than the counties, meaning nearby communities and rural areas may be capturing a larger share of new residents. With the right economic investment and housing development, Whitewater may be able to capture more of this regional growth in the future.
- As a result of higher growth in the counties, Whitewater went from being 8% of the total population in Jefferson and Walworth Counties in 2000, to 7.8% in 2020. Because the city spans these two counties and serves as an employment and education hub for the region, growth outside city limits can still directly affect Whitewater through commuting patterns and demand for commercial services.

Population Over Time



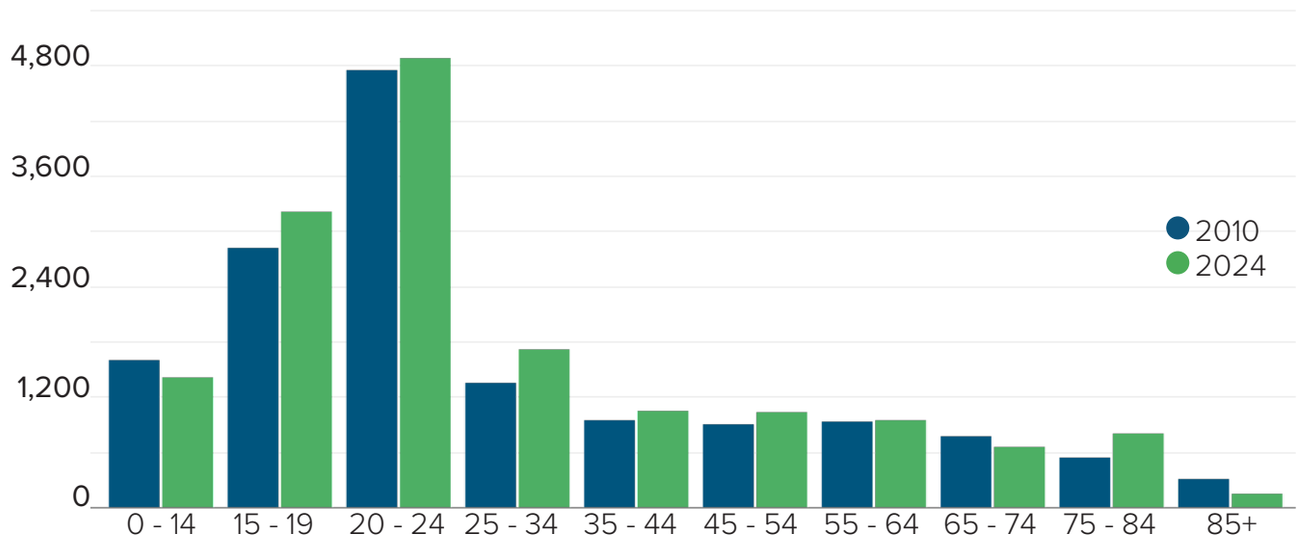
Source: U.S. Decennial Census

AGE

The demographics of Whitewater are fairly consistent with a community that is home to a university like the University of Wisconsin-Whitewater (UW-W). Generally, the age group breakdown has remained steady since 2010.

- When divided into age cohorts, those between the ages of 20 and 24 are the largest cohort, making up over 30% of Whitewater's population in 2024. It is assumed that a majority of this population are students at UW-W. Because the UW-W comprises a significant portion of the city's population, fluctuations in student enrollment can substantially influence Whitewater's overall population trends, housing demand, and local economic activity.
- Between 2010 and 2024, Whitewater saw the most growth in the 25-34 age cohort, also known as the "establishing" cohort, or the time when most people are establishing their careers and families.
- Residents between the age of 75 and 84 also saw an increase over the last 14 years, perhaps due to both the amenities and living options available to older adults, and the large baby boomer population reaching these ages. As this trend continues, it may increase demand for accessible housing, healthcare services, transportation options and community amenities that support residents as they age in place.
- A stable student population, both in school age children and UW-W students, resulted in 59.9% of Whitewater's population being under the age of 25 in 2024. Different age cohorts have different wants and needs from their communities, and requests for more youth and teen activities were apparent in the engagement process.

Age of Population, 2010 and 2024



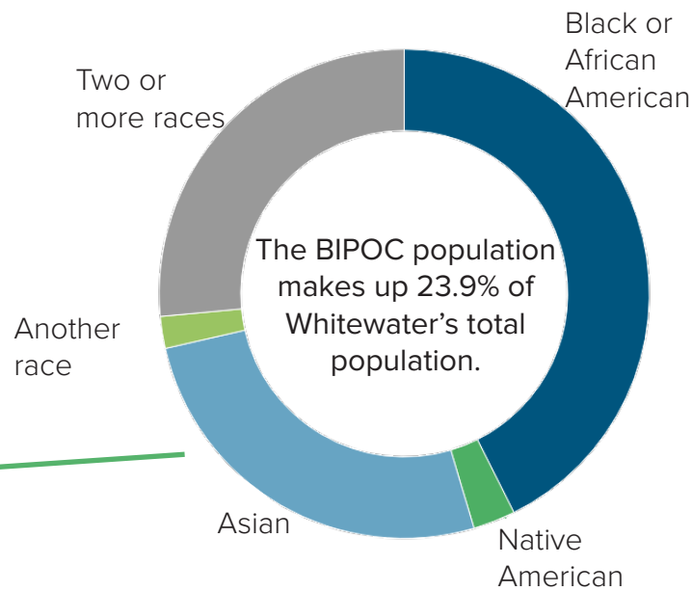
Source: U.S. Decennial Census;
American Community Survey (5-Year Estimates)

RACE AND ETHNICITY

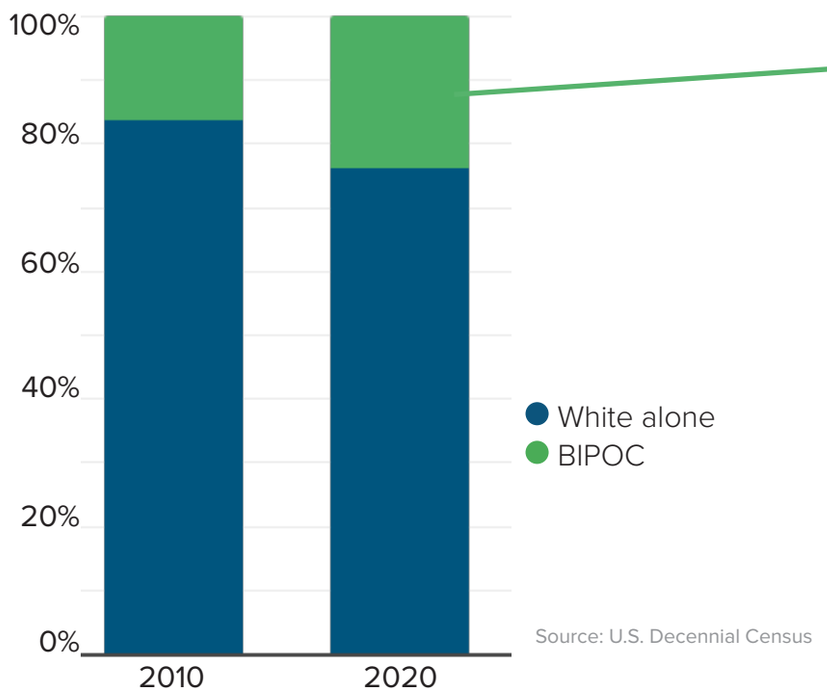
Over the last decade, Whitewater has become increasingly diverse.

- Between 2010 and 2020, the white alone population in Whitewater dropped 5.6 percentage points.
- The Hispanic population in Whitewater has increased significantly since 2010, with 14.0% of Whitewater's total population identifying as Hispanic or Latino in 2020.
- The increase in the BIPOC population represents over 4,000 individuals, making up 23.9% of the total population in Whitewater.

BIPOC Population Makeup, 2020

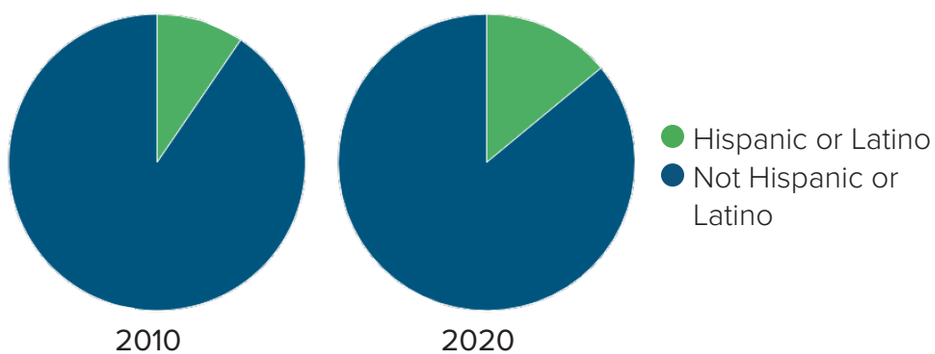


Race, 2010 and 2020



Source: U.S. Decennial Census

Hispanic or Latino Population, 2010 and 2020



Housing & Neighborhood Character

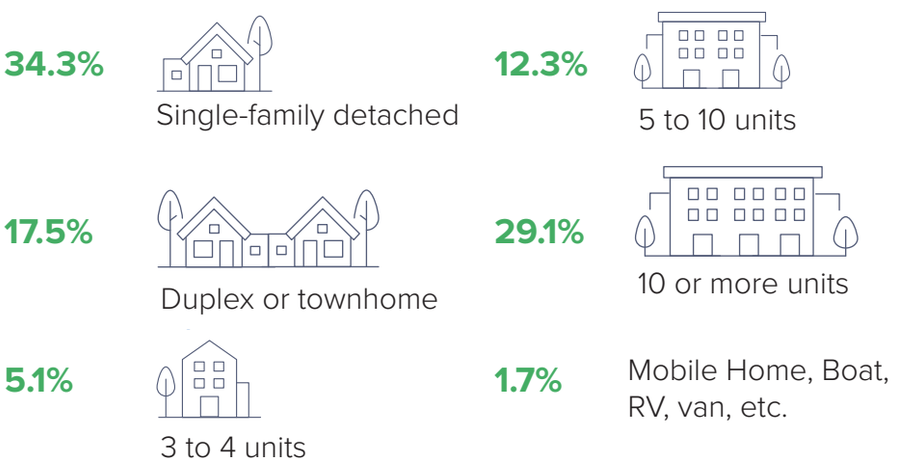
Homes and neighborhoods are essential components of the community. Ensuring access to quality, affordable housing for residents of all ages, incomes, abilities, and household types is important for maintaining a high quality of life and supporting a strong local economy. Establishing policies, tools, and partnerships to help create and maintain healthy housing and neighborhoods will make Whitewater a truly welcoming home for all residents. As the community continues to evolve, Whitewater's housing needs are shaped by a variety of factors, including household growth, affordability, aging housing stock, student housing demand, workforce housing needs, and changing preferences for housing types and neighborhood amenities.

HOUSING OCCUPANCY

Single-family homes represent the majority of Whitewater's existing housing structures, but in recent years, there's been a large increase in multi-family construction. This increase closely reflects trends in communities like Whitewater with robust college campuses, but also national trends.

- The share of total housing units occupied by renters in Whitewater has grown by 8 percentage points since 2010.
- The increase in the number of renters in Whitewater is not mirrored by the surrounding counties, where owner occupancy is staying consistent (Jefferson County) or even increasing (Walworth County).
- Whitewater's vacancy declined, reported as 11.7% in 2024. It is beneficial for a city to have a vacancy rate high enough to allow movement in the market, but not too high so as to lessen property values. An 11.7% vacancy rate would appear to be high for Whitewater, but when taking into account only "for sale" and "for rent" units, the true vacancy rate is closer to 4.6%.

Housing Structures by Type, 2024



Source: American Community Survey (5-Year Estimates)

Owner Occupancy



2010	2024	
40%	32%	Whitewater
72%	74%	Jefferson County
71%	71%	Walworth County

Renter Occupancy



2010	2024	
60%	68%	Whitewater
28%	26%	Jefferson County
29%	29%	Walworth County

Vacancy



2010	2024	
13.6%	11.7%	Whitewater
9.4%	5.4%	Jefferson County
23.2%	20.1%	Walworth County*
5.4%	4.6%	Whitewater, for sale or for rent only
1.4%	1.4%	Jefferson County, for sale or for rent only
3.8%	1.6%	Walworth County, for sale or for rent only

Source: US Census Bureau; American Community Survey (5-Year Estimates)

*Vacancy rates in Walworth County reflect units vacant for "seasonal use," including homes on Geneva Lake.

HOUSING COSTS & AGE

Housing costs impart a large stress on quality of life, as housing is typically the single largest, regular expense. Communities need a diverse housing stock of all types, sizes, and price points to match the needs and incomes of its diverse population.

- Whitewater's median home value increased by 38.8% between 2010 and 2024. This increase was considerably lower than Jefferson County (49.7%) and Walworth County (53.0%), where high value lake homes and acreages are more present. Still, increases in incomes are not keeping pace with increases in housing costs.
- The median contract rent in Whitewater rose 18.6% between 2010 and 2024. Over the same timeframe, contract rent in Jefferson County rose 20.2%, and contract rent in Walworth Country rose 19.4%.

These rising housing costs greatly impact housing affordability. For context, any household paying more than 30% of their monthly income on housing is considered cost-burdened.

- Over half of renters in Whitewater are considered cost-burdened. While this is a decrease from over 70% in 2010, housing affordability continues to be a challenge.
  - *This may be increased by the number of students that are householders of rental units, whom often have low or no incomes. For rental householders over the age of 24, 14.4% are cost burdened.*

Older housing tends to be some of the most affordable housing in the community. Maintaining older homes helps current and potential residents find housing that meets their financial and lifestyle needs.

- The median year built of homes in Whitewater is 1984, compared to 1975 statewide. This means that Whitewater has a slightly newer housing stock than some other communities in Wisconsin.
- Owner-occupied housing in Whitewater tends to be slightly older, with a median year built of 1975. Comparatively, renter-occupied housing has a median year built of 1987.
- Less than a quarter (22.9%) of Whitewater's housing stock was built after 2000.
- Almost half (49.1%) of Whitewater's housing stock is or will be fifty years old by 2030.

Median Home Value



2010	2024	
$165k	$229k	Whitewater
$183k	$274k	Jefferson County
$198k	$303k	Walworth County

Median Contract Rent



2010	2024	
$878	$1,041	Whitewater
$861	$1,035	Jefferson County
$963	$1,150	Walworth County

Cost-Burdened Households



2010	2024	
28.7%	28.4%	Owners
67.5%	51.1%	Renters
22.7%	23.2%	Owners, over 24
25.4%	14.4%	Renters, over 24

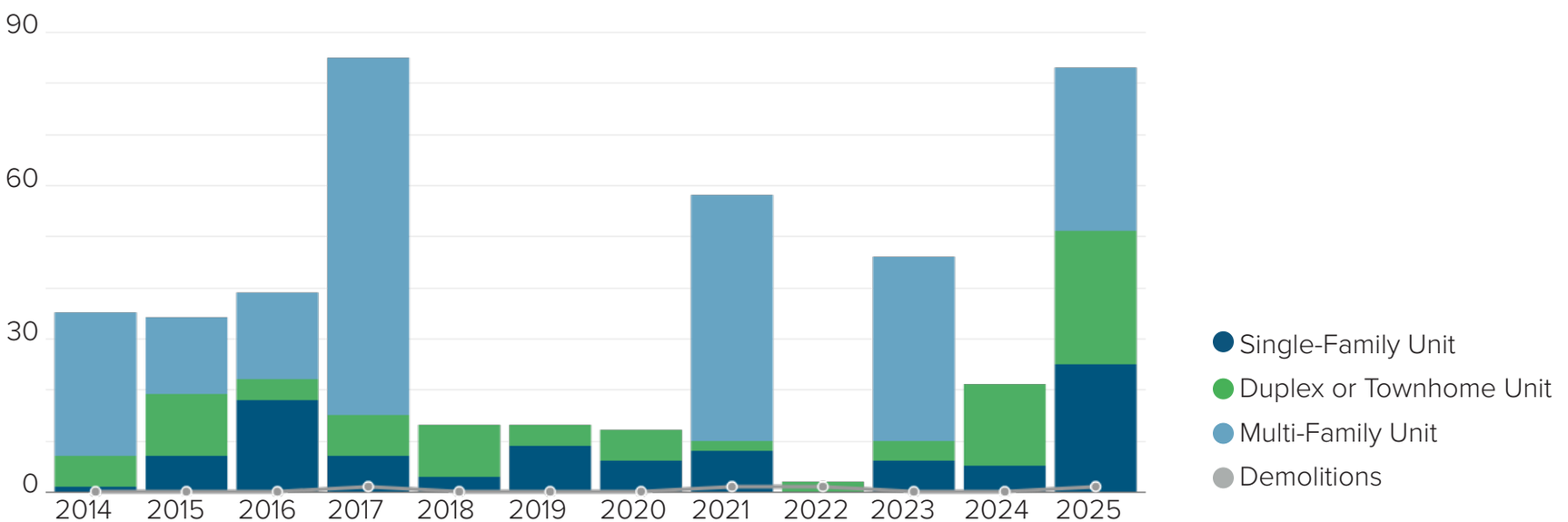
Source: US Census Bureau; American Community Survey (5-Year Estimates)

BUILDING ACTIVITY

Whitewater's population has been slowly increasing over the past decade, resulting in demand for new housing in a variety of types.

- Between 2014 and 2025, Whitewater built 338 total new units.
- There were four total demolitions in the past 12 years, resulting in 334 net units over this time period.
- The most common type of unit being built in Whitewater since 2014 is multi-family, with 246 new units.
- Single-family attached homes, duplexes, townhomes, and small-scale multi-family structures are part of a housing style referred to as "missing middle." While Whitewater has constructed some of these options in recent years, they still only make up 22.6% of Whitewater's housing stock.

Residential Building Permit Activity



Source: City of Whitewater

Economic Activity

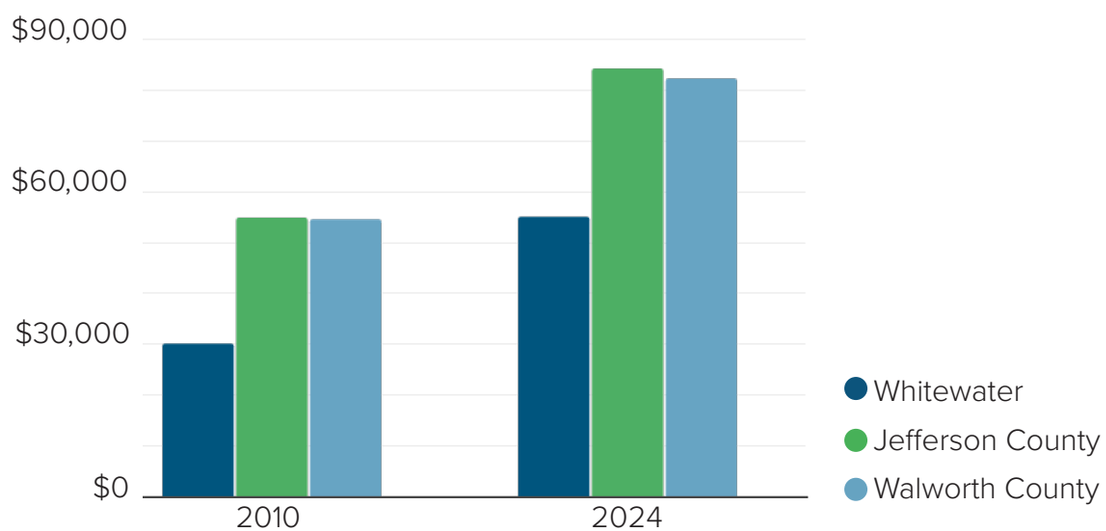
Whitewater's economy expands beyond its city limits. Strong and stable employment opportunities, commuting patterns, the University, and local businesses all make up Whitewater's unique economy. For Whitewater to continue to grow its economic base, the City must support a balanced approach that strengthens existing employers, encourages entrepreneurship, attracts new investment, and connects residents with quality jobs. This includes leveraging the presence of the University of Wisconsin–Whitewater, supporting the vitality of the downtown and business districts, maintaining adequate land and infrastructure for commercial and industrial growth, and fostering partnerships among public, private, and institutional stakeholders.

INCOME TRENDS

Over the past 14 years, Whitewater's median household income has grown significantly, and so has the cost of living.

- Between 2010 and 2024, Whitewater's median household income grew 82.8%, from $30,049 to $54,949. Over that same period, inflation was approximately 43.8% according to the Consumer Price Index.
- Often, a large student population tends to pull down a city's median household income. This is likely the case in Whitewater, and why the city has a lower median household income than the surrounding counties.

Median Household Income



Source: U.S. Decennial Census; American Community Survey (5-Year Estimates)

EMPLOYMENT & COMMUTING

Whitewater has a diverse employment base, with strong sectors in education, health care, manufacturing, and retail. Thousands of people travel into Whitewater's city limits every day to work, and thousands of others call Whitewater home but travel elsewhere for work.

- Roughly a third of the city's population works in the education and health care sector, meaning that the University, the school district, and the local health system are the area's largest employers.
- Manufacturing (14.3%) and retail trade (17.0%) make up the next largest employment sectors for Whitewater residents.
- Very few Whitewater workers live and work inside the city. The figure reinforces the perception that many Whitewater residents work in the larger region, and it also clearly illustrates that the city's employers are dependent on the region's workforce to fill roles.

Workforce Inflow and Outflow, 2023



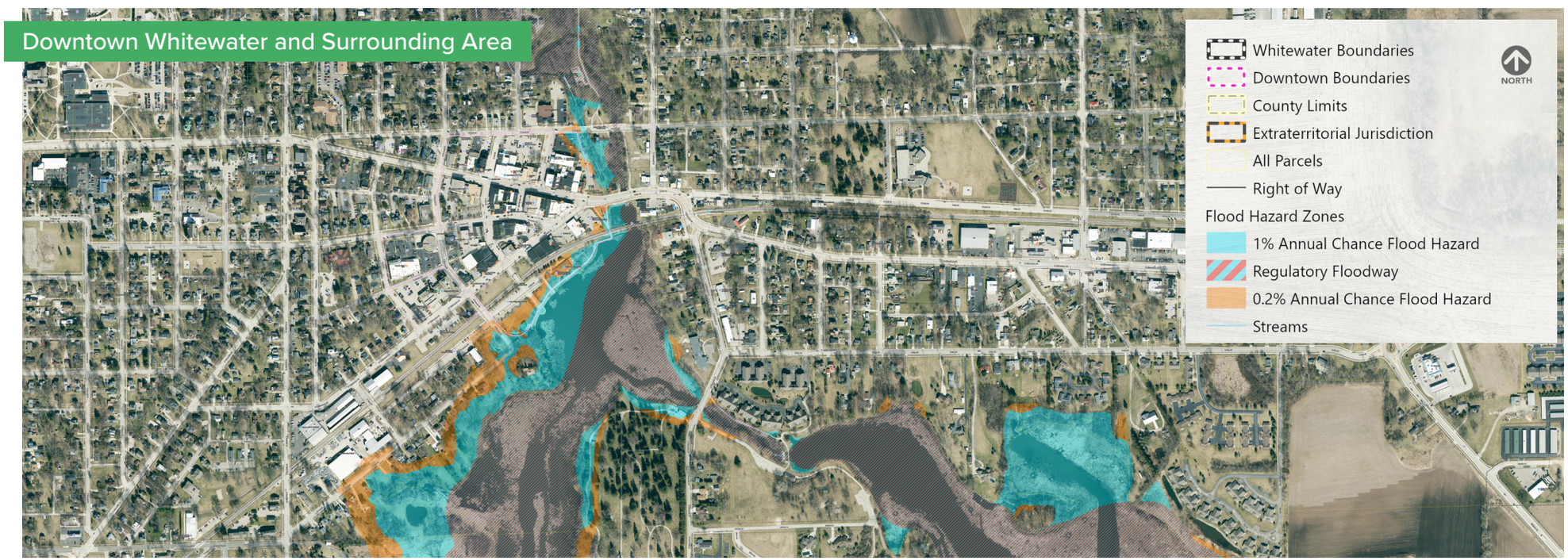
Source: Census On The Map

DOWNTOWN WHITEWATER

Whitewater's Downtown District is a central part of the community's economy and identity. A vibrant downtown supports local entrepreneurship, keeps spending in the economy, creates jobs, and provides a gathering place that strengthens the city's overall quality of life. As the historic and traditional center of the city, Downtown serves as a hub for local restaurants, professional services, entertainment, civic activity, and upper-story housing.

Unlike highway-oriented commercial areas, Downtown Whitewater supports "linked trips," where one visit may include multiple stops such as dining, shopping, banking, attending an event, or using public services. This walkable pattern helps small businesses benefit from shared customer traffic.

Downtown Whitewater and Surrounding Area



Physical Composition and Trends

Whitewater's existing land use and development patterns provide the foundation for development of a future land use vision. The previous section reviewed historic population and demographic trends to help set the stage for future growth. To grow in the future, people need new housing, commercial space, office and job centers, and expanded recreation options. To plan for growth, an understanding of the city's current land use mix must be combined with market preferences and fiscal responsibility. This section provides an atlas of the existing physical trends in Whitewater, including land use, transportation, parks and trails, and environmental factors.

EXISTING LAND USE

In the city's early years, growth was concentrated around downtown and the University, where residents found homes, jobs, and services they needed. Over the last 60 to 70 years, growth has expanded along transportation routes.

Residential

- Almost half (41.0%) of total developed land within city limits is residential.
- Of the residentially-developed land, 70.7% is dedicated to single-family use only.

Commercial

- Several commercial/office clusters are dispersed throughout Whitewater.
- Major commercial corridors running through the community include Downtown, Milwaukee/Main Street, Highway 12, and Highway 59.

Business Park/Industrial

- The majority of industrial land is located on the east side of the city, with easy access to Highway 12 and Highway 59.

Civic

- Civic uses include governmental facilities, university grounds, airports, public and quasi-public recreation facilities, schools, and religious facilities such as churches and cemeteries.
- In Whitewater, civic uses comprise of 23.4% of all developed land, which is reflective of a city with a large university like the University of Wisconsin-Whitewater.

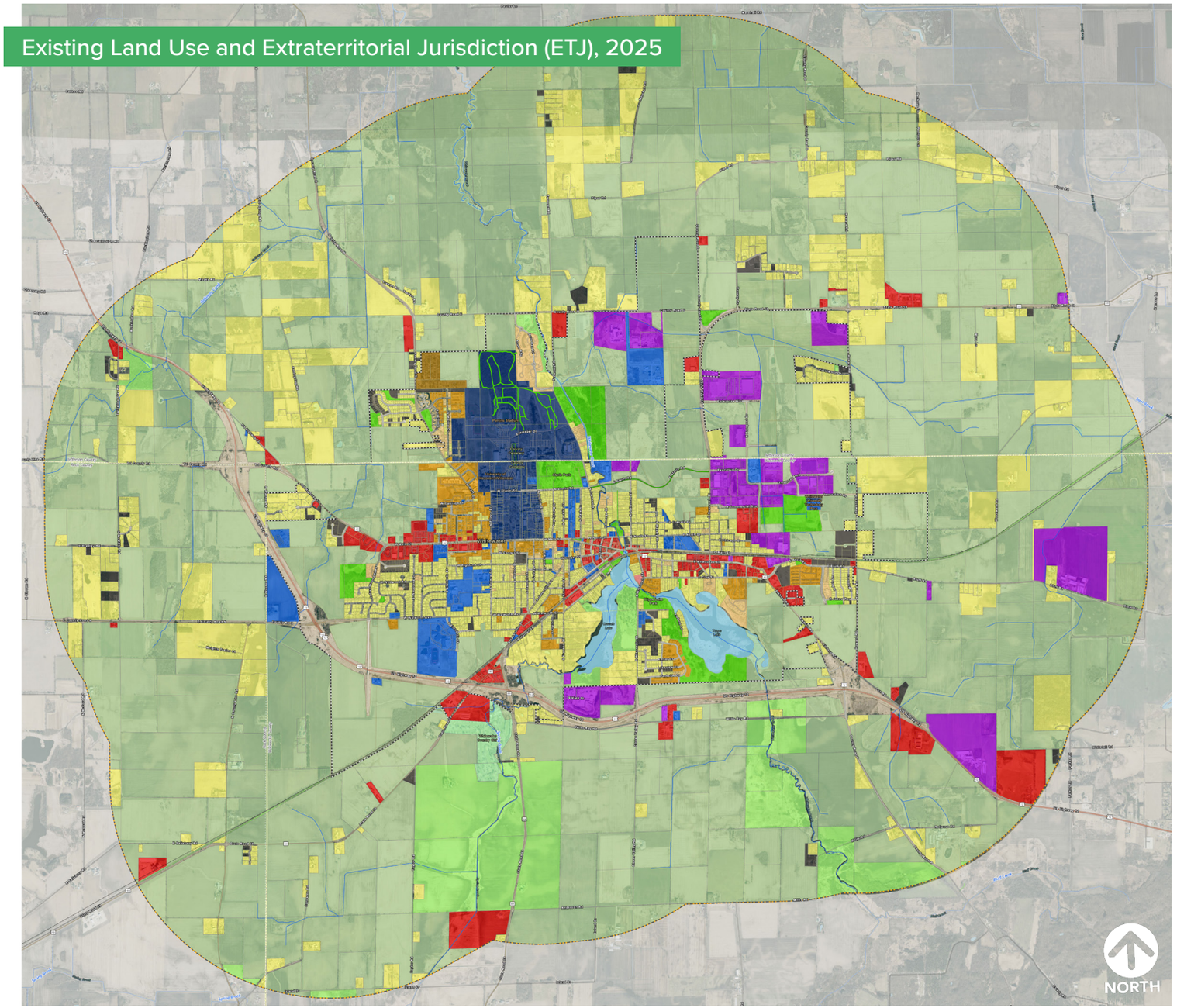
Parks and Open Spaces

- Parks and open spaces account for 9.6% of land in Whitewater's city limits.

LAND USE BY CATEGORY

Land Use Category	% Total Developed Land	# of Acres
Residential	**41.0%**	**1,132.4**
Single-Family Detached	*29.0%*	*800.9*
Single-Family Attached	*4.3%*	*117.8*
Multi-Family	*7.7%*	*213.7*
Commercial	**7.5%**	**207.3**
Industrial	**11.6%**	**321.1**
Public/Semi-Public	**23.4%**	**646.1**
University of Wisconsin-Whitewater	*14.5%*	*401.4*
Parks and Open Space	**9.6%**	**266.2**
Water	**6.9%**	**191.5**
Total Developed Land in City Limits	**100%**	**2,765.6**
Total Land in City Limits		**5,846.8**

Existing Land Use and Extraterritorial Jurisdiction (ETJ), 2025



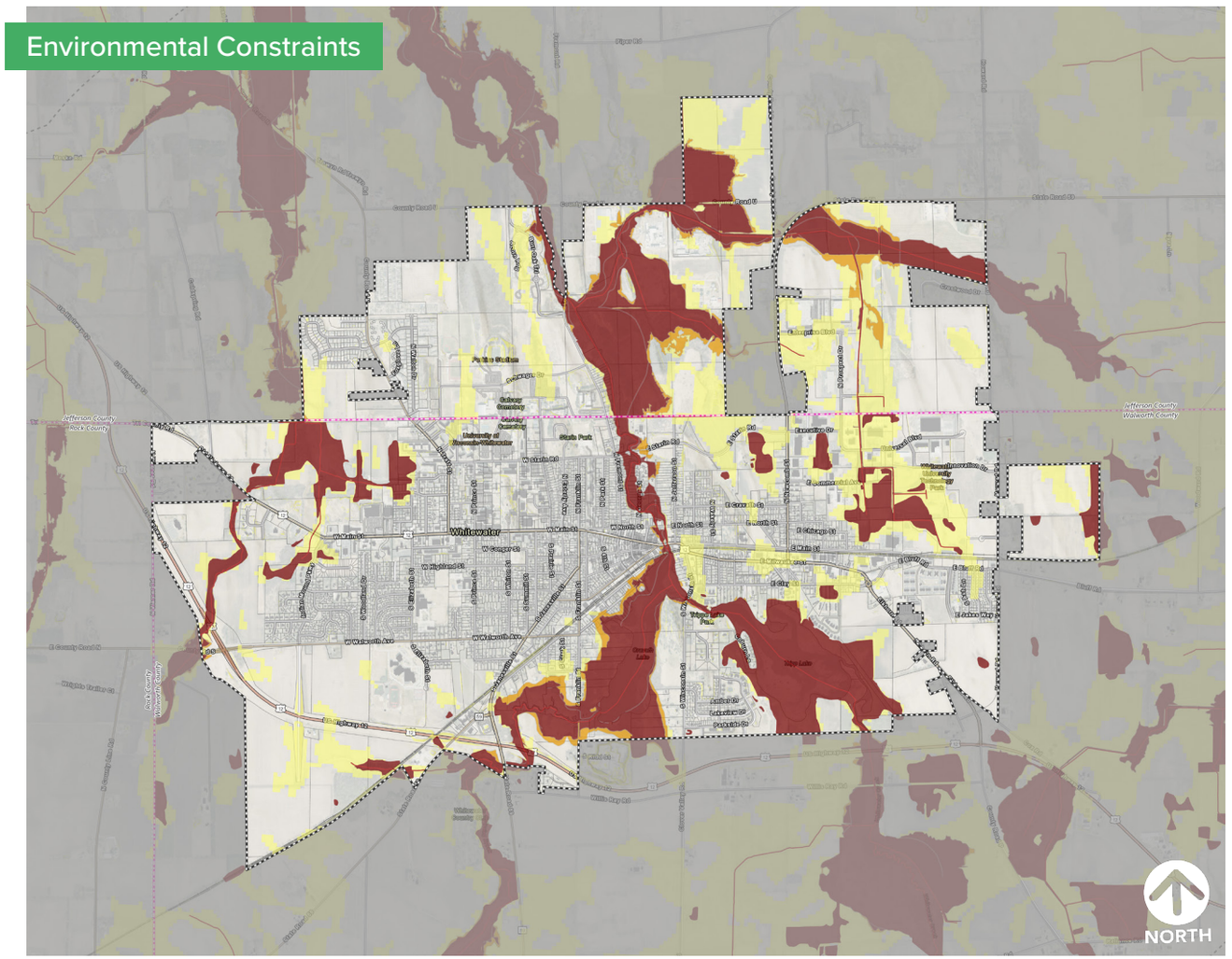
- Agriculture
- Single-Family Detached
- Single-Family Attached
- Multi-Family
- Mobile Homes
- Mixed-Use
- Commercial
- Golf Courses
- Industrial/Business Park
- Open Space
- Parks
- Public/Semi-Public
- UW-Whitewater
- Vacant
- Waterbodies

Source: City of Whitewater, RDG Planning & Design

ENVIRONMENTAL FACTORS

Developmental suitability considers areas that should be preserved and/or receive special considerations during development. It includes the FEMA 100-year and 500-year floodplains, floodways, wetlands, water quality protection zones, hydric soils, and steep slopes. Areas with these characteristics are best left undeveloped and reserved for preservation, recreation, or agriculture.

- **High Risks (Red).** Areas within the FEMA 100-year floodplain, floodways, and wetlands are best left reserved for preservation, greenways, recreation, or agriculture.
- **Moderate Risks (Orange).** These area should consider localized, low-impact development. This includes areas such as the 500-year floodplain and steep slopes.
- **Low Risks (Yellow).** These areas may be developed, but developers should be mindful of development impacts on the land and surrounding areas, and design in a way that help mitigate potential negative impacts.



FEMA Floodway, 100-Year Floodplain
FEMA 500-Year Floodplain
Hydric Soils and Steep Slopes

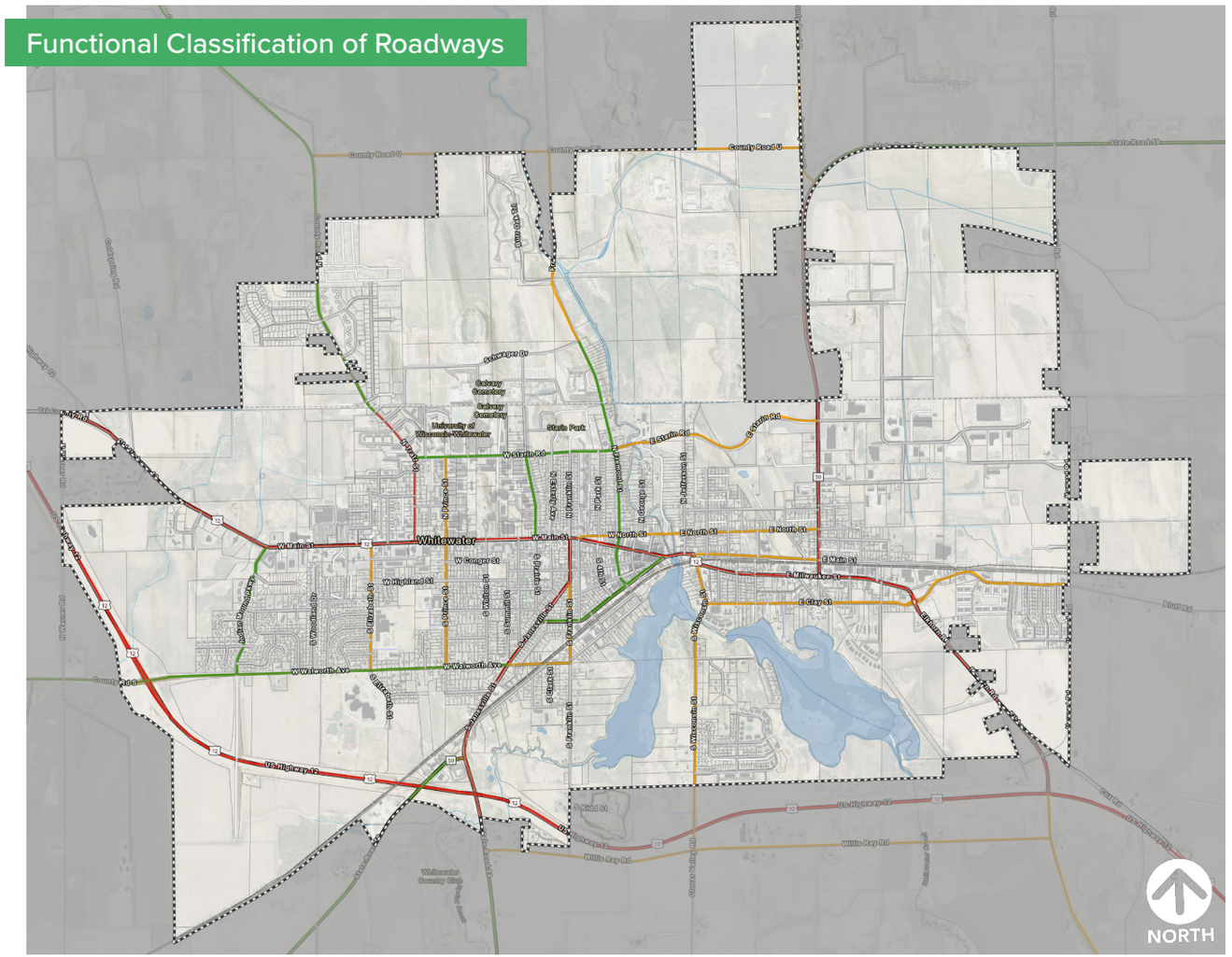
Source: FEMA, USGS

EXISTING TRANSPORTATION

A product of the era in which Whitewater saw most of its growth, the city's transportation system is chiefly focused on the car. However, changing trends and growth in recent years have pushed more focus to active transportation modes in the city.

- **Principal Arterials.** These roads serve regional needs and connect important activity centers.
- **Minor Arterials.** These connect with and complement the principal arterial system by linking activity centers and connecting various parts of the city together.
- **Collectors.** The collector system links neighborhoods together and connects them to arterials and activity centers.
- **Local Streets.** Local streets serve individual properties within residential or commercial areas. They provide direct, low-speed access for relatively short trips.

Functional Classification of Roadways



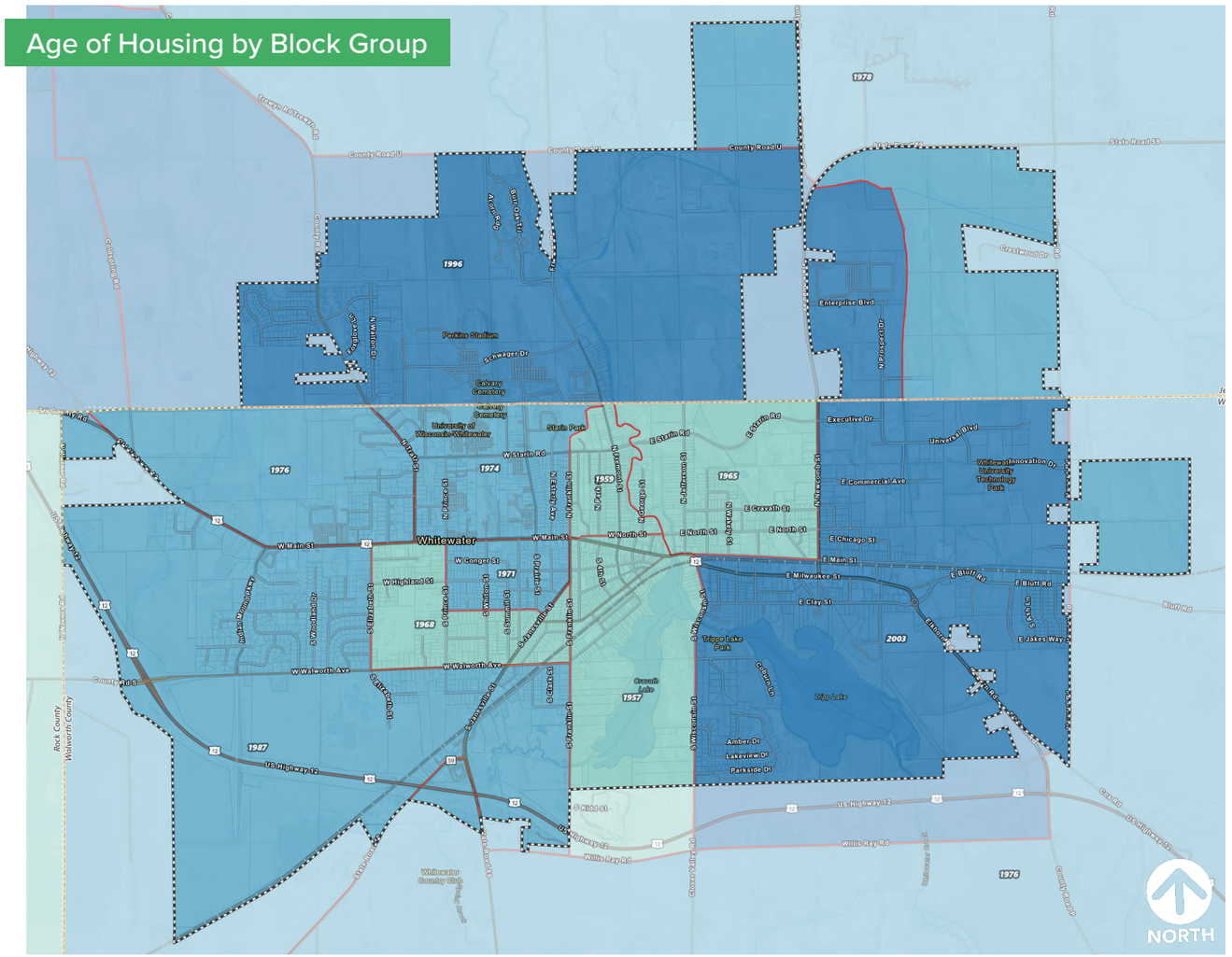
Source: City of Whitewater

Principal Arterial
Minor Arterial
Collector
Local Street

EXISTING HOUSING

While Whitewater has a newer housing stock than the state of Wisconsin, it is aging. By 2030, nearly half (49.1%) of the city's housing stock will reach 50 years old. This is a pivotal time for housing, and maintaining this aging stock will be imperative to preserve it as the city's most affordable housing for existing and future residents.

Age of Housing by Block Group



- Before 1960
- 1960 to 1969
- 1970 to 1989
- 1990 or newer

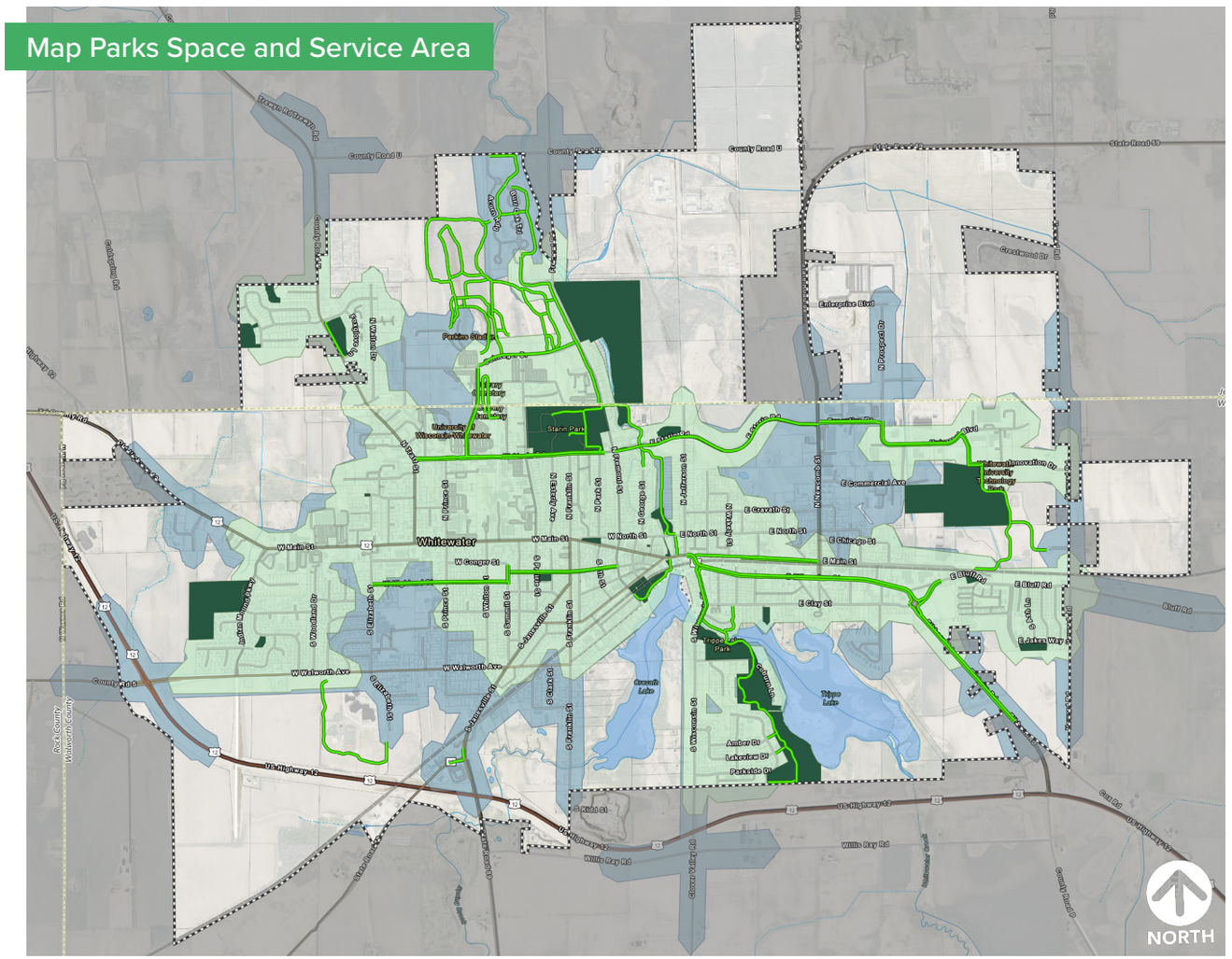
Source: City of Whitewater; 2024 American Community Survey (5-year Estimates)

EXISTING PARKS

Parks and recreation spaces play an important role in community quality of life. Whitewater needs places that provide opportunities for exercise, relaxation, socialization, and connection with nature. Whitewater has 23 parks and recreation spaces that provide just that.

The National Recreation Park Association (NRPA) recommends 10 acres of park land per 1,000 residents. Between all of Whitewater's parks, the city has 13.8 acres of park land per 1,000 residents, meeting NRPAs recommendations. However, park access is more important. There are developed portions on the southwest side of Whitewater that are more than a 10 minute walk away from a park.

Map Parks Space and Service Area



Designated Park Space
10 Minute Walk Time to Park
20 Minute Walk Time to Park
Existing Trail

Source: City of Whitewater

Whitewater Forward Engagement Report

OUTREACH SUMMARY

Public engagement is one of the most important pieces of planning, and as such, was carried throughout the entire planning process. Components of the public engagement process included:

Planning Team Meetings

Throughout the process, the planning team (City staff and project consultants) met two to four times per month to discuss project milestones, community engagement techniques, and emerging recommendations.

Advisory Work Group Meetings

The Whitewater Forward Advisory Work Group was an important team of 16 decision-makers and involved residents focused on improving Whitewater for today, tomorrow, and decades to come. The working group met six times throughout the development of the plan, guiding the engagement process, reviewing goals and strategies, and ensuring voices were heard and considered.

Listening Sessions

A diverse range of local subject matter experts were invited to share their perspectives on the past, present, and future of Whitewater. In early 2026, the planning team met with:

- Builders and Developers
- City of Whitewater Staff
- Education Leaders
- High School Students
- Local Business Owners
- Major Employers
- Non-Profit Organizations
- Property Managers and Landlords
- Service Providers



Pop-up Events

The planning team hosted 5 pop-up events and presentations throughout the Whitewater Forward process. The purpose of these events was to catch people at another event or place they were already at to share information about Whitewater Forward and gather their thoughts and ideas.

- Immigrant Support Coalition 03/11/2026
- International Children's Day 04/18/2026
- UW-W University Center 03/10/2026
- University Innovation Center 03/11/2026
- Whitewater Rotary 04/20/2026

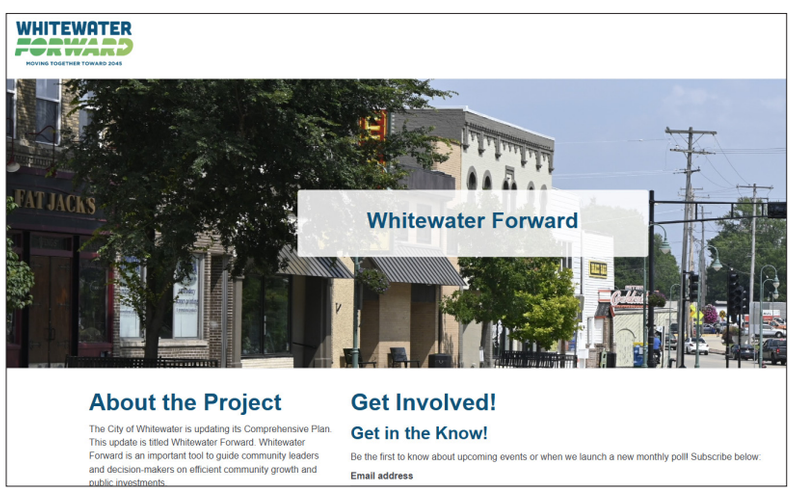
Project Website

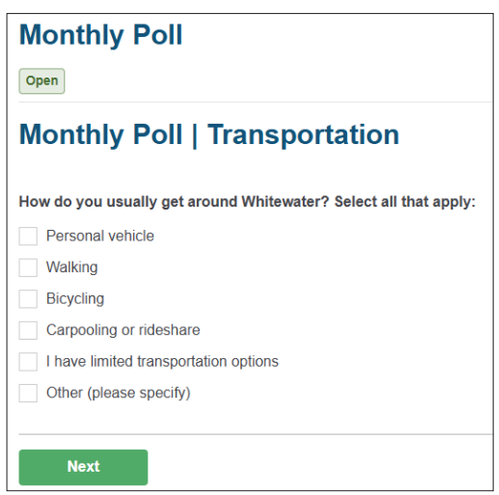
Throughout the process, the public was invited to learn about the planning process and share their ideas and concerns via input on the project website (www.whitewaterforward.com). The website was launched in December 2025 and received over 1,050 views by May 2026.

Monthly Poll

The Whitewater Forward website hosted monthly survey questions for residents and stakeholders. The topics of the surveys corresponded with plan elements under Whitewater Forward, and each question was carefully crafted. Each month brought residents and stakeholders an opportunity to give input on a new topic. The first survey launched in March 2026, and these surveys earned 94 responses across 3 surveys by May 2026.







Community Roundtable

In February 2026, the planning team hosted a community roundtable at the community center in Starin Park. A short presentation shared information about the planning process, and boards shared preliminary data findings. Attendees discussed their experiences in Whitewater, and shared with the planning team their ideas to improve the community in the future.

Design Workshops

The design workshops were hosted in the Cravath Lakefront building in April 2026. The design workshop served as an opportunity for residents and other stakeholders to discuss future land use and mobility with the planning team over maps.

Final Open House

The final open house was held in September 2026. This allowed residents and other stakeholders to review and comment on the plan's findings and recommendations before the plan becomes final.





THE COMMUNITY SPEAKS

The meetings, listening sessions, online participation, and community events all revealed a shared hope for Whitewater's future. Several themes emerged relating to Whitewater's long-term sustainability, quality of life, and ability to attract and retain students, residents, businesses, and coworkers. Above all else, people want Whitewater to be a premier place to live, work, play, and grow.

Housing Variety and Affordability

Housing was the most frequent issue discussed. Stakeholders expressed concern about rising housing costs, limited workforce housing, and a lack of ownership opportunities for young professionals, young families, and aging adults. Participants emphasized that these challenges impact business recruitment and retention. Many showed support for expanded housing types, including smaller homes, mixed-use developments, student/senior housing, supportive housing, and multi-generational living options.

Transportation, Infrastructure, and Connectivity

Transportation limitations and barriers came up often among stakeholders, along with ideas for solving such issues. Recurring concerns included the lack of a four-lane highway connection, limited regional access for residents, and insufficient local transit options for students, workers, and seniors. These discussions often lead to opportunity areas for future road expansions and extensions, and possibilities for a more expansive trail network throughout the community.

Economic Development and Employment Diversification

Many conversations centered around a desire to further diversify Whitewater's employment base. Stakeholders shared eagerness to attract new private-sector employers and expand opportunities in the business park. There was support for incubator spaces, entrepreneurship programs, small manufacturing, and innovative development.

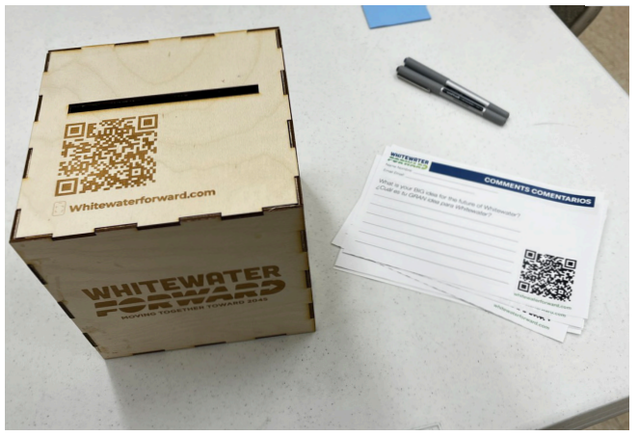
Downtown Amenities

Stakeholders consistently discussed the importance of improving downtown activity, tourism, recreation, and community amenities. Participants identified concerns about downtown vacancies, limited restaurant and entertainment options, and the need for more frequent-use destinations. Recreation assets including the trails and lake downtown were seen as major strengths that can be improved and built upon. There was strong interest in expanding youth programming, cultural activities, and events that encourage both residents and visitors to spend time in downtown Whitewater.

Community Identity

Participants repeatedly described Whitewater as a safe, caring, and resourceful community with strong parks, trails, and cultural assets. Stakeholders highlighted the community's ongoing efforts to improve communication, expand outreach, and create stronger connections among residents. Many participants expressed wants for increasing multilingual communication and broadening engagement opportunities beyond social media. There was strong support for enhancing community gathering spaces and continuing collaboration between the City, University, non-profits, and local organizations and businesses to foster an even greater sense of belonging and shared community pride.

Whitewater Tomorrow - Forecast Methodology



Planning requires an understanding of the past. Historical trends establish a baseline from which Whitewater can create informed progress toward a unified vision for the future. The following pages explore opportunities that will influence Whitewater's growth in the future.

Note, nearly every land use plan includes a population forecast, and that forecast is one factor in calculating the amount of land needed for various land uses. Because residential development consumes the most land and has the most impact on both the extent and form of development, population forecasts receive considerable attention. As a result, the Whitewater Forward process focused on forecasting in the early months of the planning process (early 2026) and on the best available data.

Population changes are a primary indicator of future needs. Whitewater Forward uses a forecast based on market studies and discussions with stakeholders in Whitewater to determine growth aspirations.

Going forward, a slight growth rate in the resident population is feasible to reach about 17,000 people by 2045 if adequate housing and community amenities are available to meet demand and advance quality of life. There is ample land under private ownership within the current city limits to support this increase in 1,200 people, if private property owners choose to sell or develop.

Population Forecasts for Whitewater

After consideration of both high and low forecasts, the plan uses a forecast based on an annual average resident growth rate of 0.4%, with some growth in local student population through 2030 based on the University's strategic goals. The plan acknowledges the national and state trends in aging populations, families having fewer children, and near term migration stagnation. Whitewater's growth must be accomplished by attracting people to live in Whitewater for its quality of life, housing options, and economic opportunities.

Methodology

It is important to keep population forecasts in perspective. These forecasts are by no means firm destinies – ultimately builders and developers follow the market and it is important to monitor actual performance and make necessary adjustments. Whitewater Forward should be updated with the 2030 Census. Also, as seen during the last two decades, events can seriously disrupt 20-year forecasts. A major employment event can increase population if the city can get the requisite housing built. Economic dislocations like a mortgage crisis can slow population growth.

There are several methods that Whitewater Forward considers to forecast the future population. The recommended forecast combines an average growth rate and student population adjustments.

Cohort Survival. This technique "ages" each age group in the population, using cohort survival tables (the percentage of people in a given age group who will live to be counted at the end of a specific interval). This, combined with the projected birth rate produces a projection based on natural population change. However, it is especially difficult in a university city where students who are counted as residents require significant adjustments to avoid serious distortions of results. Therefore, this forecast technique was not considered for Whitewater Forward.

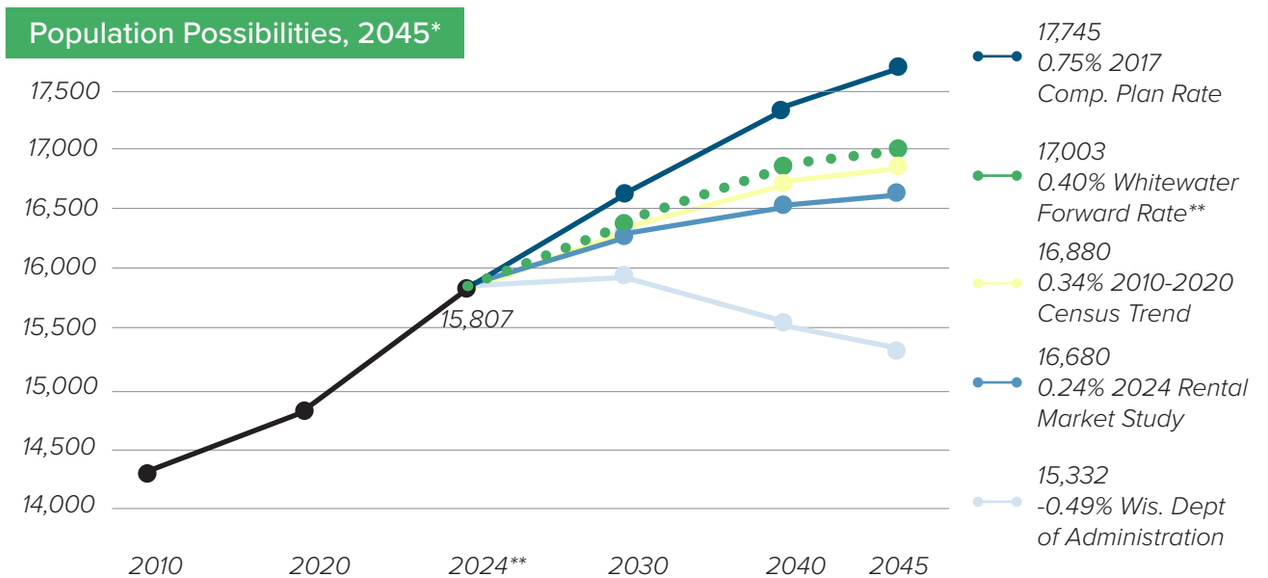
Average Growth Rate. Taken as an average, Whitewater has shown relative consistency in annual population increase over long periods, even when factoring student enrollment changes. An average annual growth rate method calculates an average annual rate and extends that number into the future. For some cities, very long-term growth rates can produce an exaggerated population forecast because as the base population grows, the actual rate of growth in any given year tends to decrease. This is not a significant concern in Whitewater because the base population is still relatively small.

Recent Planning Efforts. Several studies went through heavy analysis to develop projections. Nearly all of these show population growth. These include:

- **2017 Comprehensive Plan, 0.75%.** While completed ten years ago, the previous plan used a 0.75% annual growth rate for planning purposes. The plan could not have predicted the Pandemic and its influence on communities.
- **2024 Rental Market Analysis, 0.24%.** The study looked at the fifteen mile market area around Whitewater to forecast population and housing demand. If proportioning Whitewater's portion of the market area's total population, the study forecasts a 0.24% annual growth rate in Whitewater through 2030.
- **VISION 2050, 0.34%.** The Southeastern Wisconsin Regional Planning Commission completes detailed population and land use forecasts for regional planning. The most recent projections available at the city level are from VISION 2050, the regional land use and transportation plan that was first adopted by the Commission in 2016. They are in the process of updating projections to year 2060, which will be complete later in 2026. As of now, VISION 2050 shows an annualized growth rate is Whitewater's Sewer Service Area of about a 0.34%, averaged between low and high growth scenarios.
- **Wisconsin Department of Administration, -0.49%.** The DOA uses a methodology applied statewide to counties and cities based on birth and death rate assumptions. The methodology acknowledges that reliability declines at the city versus county level and that a portion of the city level projection is based on population trends from 2010-2020 and 2020-2023. The significant decline of the student population after 2020 is likely influencing the projection for Whitewater, along with the unique population age cohorts from university students that factor into the birth and death model.

Student Population Adjustments. The student population at the University of Wisconsin Whitewater plays an important role in Whitewater's population characteristics. Some characteristics of the University's student population that factor into forecasts include:

- **Replacement of Student Population.** The student population will generally not remain in the community to have additional children but will replace itself on an annual basis. The student population that is enrolled full time at the main campus and not online was nearly half (45%) of Whitewater's total population in 2024. About half of these students live in university housing. Thus, in-person enrollment at Whitewater's campus is removed from the total population before making projections.
  - *Even with sharp declines in full-time student enrollment after 2020, the city's population grew in the same timeframe. This likely points to some non-student resident population growth.*



With student population growing 6% by 2030, then flattening

****Some of 2020-2024 growth is student enrollment growth coming back from the Pandemic***

Forecast with transient student population removed	Annual Growth Rate	2024	2030	2035	2040	2045
Whitewater Forward Plan Rate	0.40%	9,007	9,225	9,411	9,601	9,794
Forecast with student population added back with 6% growth by 2030	**Annual Growth Rate**	**2024**	**2030**	**2035**	**2040**	**2045**
Whitewater Forward Plan Rate	0.40%	15,807	16,433	16,619	16,809	17,003

Source: RDG Planning & Design

- **Enrollment Changes.** Over the past decade, UW-W has experienced fluctuations in student enrollment, especially during and after 2020. Nationally, Millennials (those born between 1980 and 2000) are progressing beyond their college years, and the succeeding generation is not as sizable. But UW-W has managed to bring back enrollment and has made it a strategic priority to slightly increase total enrollment to 13,000 students by 2030. If achieved, not all of this growth will be new students living in Whitewater, but a portion will and contribute to total population growth in the short term.

This forecast method applies enrollment growth by:

- Removing the estimated full-time, in-person students at the Whitewater campus to project resident population through 2045 at a 0.4% growth rate.
- Adding the student population back into the resident population each year by:
  - *Including a slight enrollment increase through 2030 by factoring a portion of new students who are full-time, in-person at Whitewater's campus.*
  - *Adding a small percentage that stay in Whitewater after graduation.*
  - *After 2030, no additional student enrollment growth is included in the forecast.*

In Conclusion

Whitewater can reach a population of 17,000 by 2045 with proactive housing and economic development policies. For plan purposes, Whitewater Forward uses an average annual growth rate of the resident population. This growth rate method tends to describe total potential, with periods of lower and higher growth depending on economic conditions.

Potential means that this population could be achieved through proactive efforts to provide places for people to live and a community where people want to live. Increased development cost and land limitations means the private market is building for only part of the potential market. Whitewater may continue losing potential residents to more affordable settings without housing options, a point that many residents expressed concern about in the planning process. Past studies and the housing element of Whitewater Forward provide policies designed to make housing more affordable and to minimize disincentives to housing construction.

Whitewater Forward also establishes the policies and guidelines necessary to create a community where people want to live. Successful implementation of the Plan will require a degree of discipline, and using both regulation, policy, and phased improvements to create the desirable outcome of sound growth.

ORDINANCE NO. _____

AN ORDINANCE AMENDING 1.31.020 ADOPTION OF COMPREHENSIVE PLAN

WHEREAS, this ordinance was reviewed by the Plan & Architectural Commission and is recommended for adoption by said committee; and,

WHEREAS, the Wisconsin Legislature has established a "Comprehensive Planning Law" which requires a local governmental to development a Comprehensive Plan in accordance with Wisconsin Statues s 66.1001 and,

WHEREAS, Wisconsin Statues s. 66.1001(2)(i) requires a comprehensive plan under this section to be updated no less than once every 10 years.

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

SECTION 1: Whitewater Municipal Code1.31.020 is hereby amended to read as follows:

The Common Council of the City of Whitewater, Wisconsin, do, by enactment of this chapter, formally adopt the document entitled "Whitewater Forward Moving Together Toward 2045.

SECTION 2: All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 3: This ordinance shall take effect and be in force the day after its passage and publication.

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

Seconded by Council Member _____.

DATE	November 17, 2026				December 1, 2026			
READING	FIRST				SECOND			
	YES	NO	PASS	ABSENT	YES	NO	PASS	ABSENT
Michael Smith								
Orin Artsmith								
Steven Sahyun								
Brian Schanen								
Neil Hicks								
Gavin Kelleher								
Patrick Singer								
Total:								

ADOPTED: _____

John Weidl, City Manager

ATTEST:

Heather Boehm, City Clerk

City of WHITEWATER Community Development
www.whitewater-wi.gov
Community Dev. Director: 262-473-0148
Economic Dev. Coordinator: 262-473-0145
Zoning Specialist: 262-473-0144
Community Development Department
312 W. Whitewater St.
Whitewater, WI 53190

NOTICE OF PUBLIC HEARING

TO ALL INTERESTED PARTIES:

In compliance with §66.1001(4)(d) of the Wisconsin Statutes, notice is hereby given by the PLAN AND ARCHITECTURAL REVIEW COMMISSION of the City of Whitewater that a public hearing will be held at the Municipal Building, Community Room, located at 312 W. Whitewater Street on the 9th day of November at 6:00 p.m., or shortly thereafter, for the purpose of reviewing and considering adopting of the Whitewater Forward Moving Together Toward 2045 Comprehensive Plan Update.

The city has been working on this update since December 2025 with RDG Planning and Design. This plan follows the 9 elements and required information as stated within WI State Statute 66.1001 for Comprehensive Planning:

1. Issues and Opportunities
2. Land Use
3. Economic Development
4. Housing
5. Transportation
6. Utilities and Community Facilities
7. Agriculture, Natural and Cultural Resources
8. Intergovernmental Cooperation
9. Implementation

PLEASE TAKE FURTHER NOTICE THAT The City of Whitewater Plan Commission will take action on the proposed adoption of the Whitewater Forward Moving Together Toward 2045 Comprehensive Plan Update on November 9, 2026. The Whitewater Forward Moving Together Toward 2045 Comprehensive Plan Update is a statement of public policy concerning the

conservation and development of the City. The plan provides a guide to where future growth and development should occur over the next 20 years. When the City makes future decisions concerning land use development, the plan will be consulted. The plan inventories and analyzes the City's physical setting, natural features, land use, population figures, economics, housing stock, transportation, and community facilities. Using these inventories and the plan's goals and strategies, a future land use plan for the City of Whitewater was developed.

Whitewater Forward Moving Together Toward 2045 can be viewed on the Plan Website website at https://engagerdg.com/whitewaterforward. Interested members of the public are welcome and encouraged to attend and provide feedback and any comments on the plan. If the Plan Commission votes to recommend approval of the *Whitewater Forward Moving Together Toward 2045* Comprehensive Plan, the document will be moved on to the **City Council on November 17, 2026, for full adoption at their regular meeting.**

A copy of the proposed ordinance and scaled map are on file in the Community Development Department located at 312 W. Whitewater Street and is open to public inspection during office hours Monday through Friday, 8:00 a.m. to 4:30 p.m.

This meeting is open to the public. COMMENTS FOR, OR AGAINST THE PROPOSED PROJECT MAY BE SUBMITTED IN PERSON OR IN WRITING.

For information, call (262) 473-0540

Llana Dostie, Zoning Specialist

M E M O R A N D U M

To: City of Whitewater Plan and Architectural Review Commission

From: Allison Schwark, Zoning Administrator

Date: November 9, 2026

Re: Conditional Use Permit

Summary of Request	
Requested Approvals:	CUP
Location:	319 W James Street (/TR 00025)
Current Land Use:	Art Studio with gallery, and studio living space
Proposed Land Use:	Art Studio with gallery, and studio living space
Current Zoning:	B-2 Central Business District
Proposed Zoning:	NA
Future Land Use:	Central Business

Application Summary

The applicant is requesting a Conditional Use Permit for first floor residential use in the B-2 district. Applicant is seeking a reapproval of permit to continue to operate an art studio & gallery and small dwelling space located in the rear of the building on the first floor. The proposed gallery and studio is a permitted use under B-2 zoning district, and a Conditional Use Permit is only required for the residential component of the building. Applicant was previously approved for this conversion on October 13, 2025, and subsequently made modifications and did not begin the project within a year, which automatically voids the conditional use permit per our ordinances. Therefore, because CUP has now expired the applicant is returning to request approval once again so that the work can commence.

Per **19.30.030**, first floor residential uses are permitted in B-2 Central Business District with the approval of a Conditional Use Permit.

Planner's Recommendations

Staff recommends that Plan Commission APPROVE the Conditional Use Permit for first floor residential for the parcel located at 319 W James Street, tax key /TR 00025 with the following conditions:

a. Architectural plans, and full construction plans be prepared.
b. All building and zoning permits are approved and obtained.
c. All dumpsters shall be screened by fencing or landscaping.
d. No outdoor storage shall be permitted.
e. CUP voids after one year if work has not begun.
f. Any stipulations as indicated by the PARC.

Ann Street

42'

Yard

Fence

Fence

Artist Studio/Living Area

studio
bathroom

Bedroom

Yard

restroom

Yard

Open display space

restroom

Open
display space

100'

FINE ART GALLERY

Open
display space

Open display space

Fence

Yard

Yard

319 W James Street
Whitewater, WI 53190

James Street

Street Parking

I am the owner and operator of Dietrich Studio and Gallery, currently located in downtown Sharon, Wisconsin. I am requesting the City of Whitewater's approval to relocate my gallery and studio to 319 W. James Street, Whitewater, Wisconsin, with a conditional use permit to allow both business operations and residential use at the rear of the property. I previously was approved for same conditional use permit which is to expire October 13, 2026. I am requesting another year to be able to continue and complete this project.
The proposed location is a single-story property, ideally suited for the gallery's operations and my work as a fine art painter. The location offers a serene environment with great exposure that will foster a productive workspace while also be accommodating business traffic for the gallery. I believe that Dietrich Fine Art Gallery will serve as a valuable addition to the Whitewater business and arts community while maintaining a harmonious and peaceful presence within the neighboring residential area. I am excited about the opportunity to move my art gallery and studio from Sharon, Wisconsin to 319 W James Street, Whitewater Wisconsin. This area will be recognized as a high-end shopping destination for art and for art enthusiasts, including out-of-towners.

Thank you for considering this request.

Regards,
David J Dietrich
https://dietrich-studio.com

Outlook

Conditional Use Permit for First Floor Residential Use - 319 W. James Street

From Gayle Stettler <gaylestettler@hotmail.com>
Date Mon 11/2/2026 1:05 PM
To Llana Dostie <Ldostie@whitewater-wi.gov>

[You don't often get email from gaylestettler@hotmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

To all members of the Plan and Architectural Review Commission:

My name is Gayle Stettler and I reside at 327 W. Ann Street, Whitewater, Wisconsin.

I am writing to you in support of the granting of a Conditional Use Permit to David Dietrich for his use of the property at 319 W. James Street.

He has already made substantial improvements to the exterior and surrounding property.

I think he would be an asset to the neighborhood and encourage you to approve his permit application.

City Of Whitewater

Conditional Use Permit Application (Public Hearing)

107 Questions

CONDITIONAL USE APPLICATION CHECKLIST

Applicant

1. Fill out Plan Request, Conditional Use Application, Cost Recovery Certificate and
Agreement. A digital copy of all submittal material:
a. Application Forms
b. Landscape plan indicating location, type and size of materials (Please review
Landscaping Guidelines)
c. Stormwater and Erosion Control Applications (if necessary)
d. Lighting (Photometric) Plan
e. Add any other materials you feel are pertinent
2. Application shall include the following Plan requirements:
a. All plans shall be drawn to scale and show all sides of the proposed building.
b. All plans will exhibit property exterior building materials and colors to be used.
c. All plans will exhibit proposed/existing off-street parking stalls and driveway/loading docks.
d. Building elevations must include the lot on which the structure is to be built and
the street(s) adjacent to the lot.
3. Submit fee to City of Whitewater using payment link
https://www.paymentservicenetwork.com/PaymentPage.aspx?acc=RT28287

City Building Inspector/Zoning Administrator

1. Review application for accuracy and all required information.
2. Staff will review information for conformance to Ordinances
3. Engineer will review Stormwater and Erosion Control Plans
4. Landscape Plan will be reviewed Urban Forestry Commission
5. When application is complete and approved by all Staff it will then be forwarded to
the Zoning Specialist.

Zoning Specialist
1. Conditional Use notice will be published in the local newspaper for two-week period
with a one week waiting period for a total of three weeks prior to scheduled public
hearing.
2. Conditional Use notice will be mailed to property owners that abut the property and
those that are within 300 feet minimum/and or further distance at the discretion of zoning administrator from the property.
3. Public Hearing for Conditional Use will be scheduled for the next Plan Commission
meeting after notice has appeared in the newspaper for two weeks.
Process
1. Plan Commission considers applicant's request and staff review is presented by Zoning
Administrator, at the first initial appearance. If Plan Commission recommends changes
and/or revisions, then the applicant must revise site plan, otherwise the matter is
forwarded as is for the second appearance for approval/denial of the final site plan.
NOTE: Plan Commission normally meets the second Monday of each month at 6:00 p.m. If a
public hearing is required, it will be scheduled at the beginning of the Plan Commission
meeting.
Urban Forestry Commission normally meets quarterly the fourth Monday of the month at 5:30 p.m. or as needed to review plans
Llana Dostie, Zoning Specialist
262-473-0144
ldostie@whitewater-wi.gov
Allison Schwark, Zoning Administrator
Municipal Code Enforcement
262-249-6701
mcodeenforcement@gmail.com

General Project Information

1) Project Title (if any) *

Dietrich Studio and Gallery

Applicant, Agent & Property Owner Information

2) Applicant's First Name *

David Dietrich

3) Address *

[redacted]

4) City *

[redacted]

5) State *

[redacted]

6) Zip Code *

[redacted]

7) Phone Number *

[redacted]

8) Email Address *

[redacted]

9) Agent Name *

n/a

10) Agent Company *

n/a

11) Address *

n/a

12) City *

n/a

13) State *

n/a

14) Zip Code *

n/a

15) Phone Number *

[redacted]

16) Email Address *

[redacted]

17) Owner First Name (if different from applicant) *

David Dietrich

18) Address *

[redacted]

19) City *

[redacted]

20) State *

[redacted]

21) Zip Code *

[redacted]

22) Phone Number *

[redacted]

23) Email Address *

[redacted]

24) Planning Request (check all that apply) *

- [ ] Annexation $500.00
- [ ] Site Plan and Architectural Review $150.00 plus $0.05 per sq. ft (Floor Area)
- [x] Conditional Use Permit $275.00
- [ ] Rezone/Land Use Amendment $400.00
- [ ] Planned Unite Development $500.00
- [ ] Preliminary Plat $175.00
- [ ] Final Plat $225.00
- [ ] Certified Survey Map $200.00 plus $10.00 per lot
- [ ] Project Concept Review $150.00
- [ ] Joint Conditional Use & Certified Survey Map $500.00 plus $10.00 per lot
- [ ] Joint Rezoning & Certified Survey Map $500.00 plus $10.00 per lot
- [ ] Joint Site Plan & Conditional Use $350.00 plus $0.05 per sq. ft (Floor Area)
- [ ] Board of Zoning AppealsAdjustment $300.00

Translation Services

25) Will translation services be needed during the Plan Board meeting? *

Yes

No

26) If Yes, please specify the language required. *

none

Conditional Use Permit Application

I, (We) the undersigned owner(s)/agent do hereby petition the Plan Commission to grant a Zoning Amendment.

27) Previous Use of Space *

Casual Joe's Barbeque Restaurant

28) Hours of Operations (Weekends) *

11 am - 8pm

29) Description of Business use or Operations *

Fine art Gallery and Artist Studio

New Business Use/Operation Information

30) Hours of Operations (Weekdays) *

10am-5pm

31) Total Area Space in Square Feet *

4000

32) # Full Time Employees *

1

33) # Toilet Fixtures *

5

34) # of Part Time Employees *

0

35) Total Employee Hours Per Year (include yourself if self-employed) *

2080

36) Customer Seating *

Yes

No

37) Seating Capacity *

n/a

38) Sprinkler System *

Yes

No

39) Hazardous/Flammable Chemicals used/stored *

Yes (must attach MSDS Sheets)

No

Specified Use of Property and Building(s)

40) Building A *

Art Gallery, Artist Studio

41) Building B

42) Building C

43) Will there be any problems resulting from this operation such as: (Check all that apply) *

- [ ] Odors
- [ ] Smoke
- [ ] Noise
- [ ] Light
- [ ] Vibrations
- [x] Note

Parking

44) Dimension of parking lot *

Street Parking

45) Number of Spaces Available *

12

46) Parking Lot Construction *

- [x] Asphalt
- [ ] Concrete

47) Type of Screening *

- [x] Fencing

- [ ] Plantings

48) Is employee parking included in "number of spaces available"? *

- [x] Yes
- [ ] No

Signage(Separate Sign Permit Application Needed)

49) Type (Check all that apply) *

- [ ] Freestanding
- [ ] Monument
- [ ] Projecting
- [ ] Awning/Canopy
- [ ] Electronic Message
- [ ] Pylon
- [ ] Arm/Post
- [ ] Window
- [ ] Mobile/Portable or Banner
- [x] None

☐ Other

50) If other, what type *

none

51) Location of Signs *

None Presently

Entertainment

52) Is there any type of music in this proposal? *

Yes (Separate License from Clerk's Office Required)

No

53) Live *

Yes

No

54) When will this be offered to customers *

☐ Monday

☐ Tuesday

- [ ] Wednesday
- [ ] Thursday
- [ ] Friday
- [ ] Saturday
- [ ] Sunday
- [x] None

55) What time(s) will this be offered *

none

Outdoor Lighting

56) Type *

Street Lighting and building mounted lighting

57) Location *

James Street and two spot lights are mounted to front of building above front door.

Utilities

58) Will you be connected to City Water and Sewer *

Yes

No

59) Is there a private well on-site *

Yes

No

60) Types of Refuse Disposal *

Municipal

Private

61) Approval Date by the Department of Natural Resources of the well for proposed use

n/a

62) Approval Date by the County Health Department for existing septic system

n/a

63) What types of sanitary facilities are to be installed for the proposed operation *

n/a

64) Surface Water Drainage Facilities (describe or include in site plan) *

n/a

Licenses/Permits

65) Is a highway access permit needed from the State, County or local Municipality *

Yes

No

66) Is a cigarette license required? (Separate license from Clerk's office) *

Yes

No

67) Is a liquor license required? (Separate license from Clerk's office) *

Yes

No

68) Did Wisconsin Department of Safety and Professional Services Division of Industry Services approve building plans *

Yes

No

69) Permitted Conditional Uses (Please check all that apply) *

- [ ] Planned Residential Development
- [ ] First Wireless telecommunications facility located on alternative structure only
- [ ] Attached townhouse dwellings up to four units per building
- [ ] Public and semipublic uses
- [ ] Multifamily dwellings and attached dwellings, over four units (new construction only)
- [ ] Any building over forty feet
- [x] Conversion of existing structures resulting in more dwelling units
- [ ] Dwelling units with occupancy of six or more unrelated persons
- [ ] All uses with a drive-in and drive-thru facilities
- [ ] Automobile repair and service
- [ ] Taverns and other places selling alcoholic beverages by the drink
- [ ] Daycare centers, adult, child and doggie

- [ ] Large Retail and Commercial Service Developments
- [ ] Motor Freight Transportation
- [ ] Light manufacturing and retail uses
- [ ] Home Occupations/Professional Home offices requiring customer access
- [ ] Bed and Breakfast establishments
- [ ] Conversion of existing single-family dwellings to two-family attached dwellings
- [ ] Professional business offices in a building where principal use is residential
- [ ] Fraternity or sorority houses and group lodging facilities
- [ ] Planned Development
- [ ] Conversion of existing units with less than five bedrooms to five or more bedrooms
- [ ] Entertainment establishments, including clubs but excluding adult entertainment
- [ ] Automobile and small engine vehicles sales and rental facilities
- [ ] Car washes
- [ ] Gasoline service stations, including incidental repair and service
- [ ] Funeral homes and crematory services
- [ ] Liquor or tobacco stores

- [ ] Wholesale trade of durable and nondurable goods
- [ ] Salvage Yards

Signatures

By signing below, I certify that the above information is true and accurate account of the information requested for my business site and its operation and use. Should an inspection be required, I agree to all the Inspector(s) reasonable access to the space to verify compliance with the Municipality's Ordinance. In addition, I fully understand that completion of this or its approval does not preclude me from complying with all applicable State Statues or Municipal Ordinances regarding my business and its lawful operations.

70) Applicant's Signature *

David Dietrich

71) Date *

08/10/2026 11:45:00 AM

Cost Recovery Certificate and Agreement

Pursuant to Ordinance 19.74.010 and 16.04.270 of the City of Whitewater Municipal Code

The undersigned applicant hereby acknowledges and agrees to be bound by Ordinances 19.74.010 and 16.04.270 of he City of Whitewater Municipal Code, providing for city recovery of all city costs and disbursements incurred directly or indirectly related to the Applicant’s request. All costs incurred by the city in the consideration of any requests by the Applicant related to the Applicant’s request shall be recoverable, including by not limited to, all professional and technical consultant services and fees retained by the city and rendered in review of any application, including the engineer, planner, attorney, or any other professional or expert hired by the village for purposes of review of the application or pre-submission request. The Applicant agrees to reimburse the City for all costs recoverable pursuant to the terms of the above numbered ordinance within the time period set forth by the City of Whitewater Municipal Code. At no time shall any cost recoverable fees be waived, except through the process of a written request by the Applicant and the Common Council, review and

evaluation by the Common Council, and official action taken by the Common Council.

Project Information

72) Project Name *

Dietrich Studio and Gallery

73) Project Location *

[redacted]

Applicant Information

74) Name *

David Dietrich

75) Mailing (Billing) Address *

[redacted]

76) Phone *

[redacted]

77) Email Address *

[redacted]

Attorney Information

78) Name *

n/a

79) Phone *

[redacted]

80) Email Address *

[redacted]

81) Signature of Applicant *

David Dietrich

82) Date *

08/10/2026 12:00:00 PM

Note to Applicant:

The City Engineer, Attorney and other City professionals and staff, if requested by the City to review your request, will be billed for their time at an hourly rate which is adjusted from time to time by agreement with the City. Please inquire as to the current hourly rate you can expect from this work. In addition to these rates, you will be asked to reimburse the City for those additional costs set forth in 19.74.10 and 16.04.270 of the Municipal Code.

Rates

City Administration Hourly Rate Shall Not Exceed
Director of Community Development: Mason Becker $59.53

Director of Public Works: Brad Marquardt $79.73
Director of Finance: Rachelle Blitch $72.71
Clerk: Heather Boehm $43.91
Deputy Clerk: Tiffany Albright $29.64
Zoning Specialist Llana Dostie $41.70
City Attorney
Attorney Steven Cheseboro $89.41
City Engineer
Strand and Associates $247.63
Primary Contact: Mark Fischer
City Planners and Zoning Administrator
Primary Contact: Allison Schwark $50.00

83) Site Plan Upload *

Dietrich-Plan.pdf

84) Landscaping Plan Upload *

Blank.pdf

85) Lighting Plan Upload *

Blank.pdf

86) MSDS Sheets *

Blank.pdf

87) Other Information *

Dietrich-Plan.pdf, Dietrich-Summary.pdf

City of WHITEWATER Community Development
www.whitewater-wi.gov
Community Dev. Director: 262-473-0148
Economic Dev. Coordinator: 262-473-0145
Zoning Specialist: 262-473-0144
Community Development Department
312 W. Whitewater St.
Whitewater, WI 53190

NOTICE OF PUBLIC HEARING

TO ALL INTERESTED PARTIES:

A meeting of the PLAN AND ARCHITECTURAL REVIEW COMMISSION of the City of Whitewater will be held at the Municipal Building, Community Room, located at 312 W. Whitewater Street on the 9th, day of November 2026 at 6:00 p.m. to hold a public hearing for consideration for a Conditional Use Permit for First Floor Residential located at 319 W James Street, Whitewater, WI 53190 for Davie Dietrich. Parcel #: /TR 00025.

The proposal is on file in the office of the Zoning Administrator at 312 W. Whitewater Street.

This meeting is open to the public. COMMENTS FOR, OR AGAINST THE PROPOSED PROJECT MAY BE SUBMITTED IN PERSON OR IN WRITING.

For information, call (262) 473-0540

Llana Dostie, Zoning Specialist

KEVIN GREEN
365 W ANN ST
WHITEWATER, WI 53190

ALEJANDRA G GONZALEZ
353 W ANN ST
WHITEWATER, WI 53190-9000

CITY OF WHITEWATER 'PUMP H
312 W WHITEWATER ST
WHITEWATER, WI 53190-9000

CITY OF WHITEWATER 'PUMP HOUSE'
312 W WHITEWATER ST
WHITEWATER, WI 53190-9000

XURI PROPERTIES LLC
S95 W34735 JERICHO DR
EAGLE, WI 53119-1900

WISCONSIN DAIRY SUPPLY COMPANY INC
PO BOX 239
WHITEWATER, WI 53190-9000

MILK ADVISORY BOARD LLC
147 S PRINCE ST
WHITEWATER, WI 53190-9000

ASSOCIATED BANK CORPORATION REAL
LEASING-REAL ESTATE, MS8227
433 MAIN ST
GREEN BAY, WI 54301

CITY OF WHITEWATER
312 W WHITEWATER ST
WHITEWATER, WI 53190-9000

CITY OF WHITEWATER
312 W WHITEWATER ST
WHITEWATER, WI 53190-9000

CITY OF WHITEWATER
312 W WHITEWATER ST
WHITEWATER, WI 53190-9000

CITY OF WHITEWATER
312 W WHITEWATER ST
WHITEWATER, WI 53190-9000

CITY OF WHITEWATER
312 W WHITEWATER ST
WHITEWATER, WI 53190-9000

COMMERCIAL BANK FREMONT ST.
70 NORTH MAIN ST
FORT ATKINSON, WI 53538

CITY OF WHITEWATER
312 W WHITEWATER ST
WHITEWATER, WI 53190-9000

CITY OF WHITEWATER
312 W WHITEWATER ST
WHITEWATER, WI 53190-9000

CITY OF WHITEWATER
312 W WHITEWATER ST
WHITEWATER, WI 53190-9000

CITY OF WHITEWATER
312 W WHITEWATER ST
WHITEWATER, WI 53190-9000

RCR LANDHOLDINGS LLC
N1668 COUNTY RD K
WATERTOWN, WI 53098-9800

YOLANDA RAMIREZ
1330 TOWER HILL PASS
WHITEWATER, WI 53190-9000

ANDREW LINDNER
412 W WHITEWATER ST
WHITEWATER, WI 53190-9000

RUSSELL WALTON FAMILY TRUST
KIMBERLY WALTON FAMILY TRUST
1005 W MAIN ST
STE C
WHITEWATER, WI 53190-9000

HECTOR A ARNODO GOMEZ
426 W WHITEWATER ST
WHITEWATER, WI 53190-9000

UNITED WAY OF JEFFERSON & N WALWO
PO BOX 27
WHITEWATER, WI 53190-9000

M SCOTT GITTRICH
333 W CENTER ST
WHITEWATER, WI 53190

RUSSELL W DEVITT
VICKI S DEVITT
332 W WHITEWATER ST
WHITEWATER, WI 53190-9000

COMMUNITY DEVELOPMENT AUTHORITY
402 W MAIN ST
WHITEWATER, WI 53190

CITY OF WHITEWATER
312 W WHITEWATER ST
WHITEWATER, WI 53190-9000

CITY OF WHITEWATER
312 W WHITEWATER ST
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CITY OF WHITEWATER
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CITY OF WHITEWATER
312 W WHITEWATER ST
WHITEWATER, WI 53190-9000

CITY OF WHITEWATER
312 W WHITEWATER ST
WHITEWATER, WI 53190

ROSA M VERDUZCO
232 WISCONSIN ST
WHITEWATER, WI 53190

DAVID JOHN DIETRICH
319 W JAMES ST
WHITEWATER, WI 53190-9000

ELENA PARTIDA
331 W JAMES ST
WHITEWATER, WI 53190-9000

MARC L LINSE
338 W ANN ST
WHITEWATER, WI 53190

FAYE A ENGEBRETSON
340 W ANN ST
WHITEWATER, WI 53190

BEVERLY J STONE
DAVID NEIL STONE
303 W ANN ST
WHITEWATER, WI 53190-9000

RLA 355 JAMES LLC
895 E BRIAR RIDGE DR
BROOKFIELD, WI 53045-4500

ALFREDO RAMIREZ
366 W ANN ST
WHITEWATER, WI 53190-9000

MICHAEL L KASPAR III
370 W ANN ST
WHITEWATER, WI 53190-9000

ELLIOTT BERG
375 W JAMES ST
WHITEWATER, WI 53190-9000

BEVERLY J STONE
PO BOX 291
WHITEWATER, WI 53190-9100

JUDITH A WILDERMUTH
N7701 ENGEL RD
WHITEWATER, WI 53190-9000

DALE N STETTLER TRUST
GAYLE M STETTLER TRUST
327 W ANN ST
WHITEWATER, WI 53190-9000

THOMAS J STONEQUIST
KATHARINE STONEQUIST
N6468 WHITE OAK CT
DELAVAN, WI 53115

ARACELI PARTIDA
371 W ANN ST
WHITEWATER, WI 53190

JOSHUA BROWN
377 W ANNE ST
WHITEWATER, WI 53190-9000

CITY OF WHITEWATER
312 W WHITEWATER ST
WHITEWATER, WI 53190-9000

CITY OF WHITEWATER
312 W WHITEWATER ST
WHITEWATER, WI 53190-9000

BEVERLY J STONE
PO BOX 291
WHITEWATER, WI 53190-9100

BEVERLY J STONE
PO BOX 291
WHITEWATER, WI 53190-9100

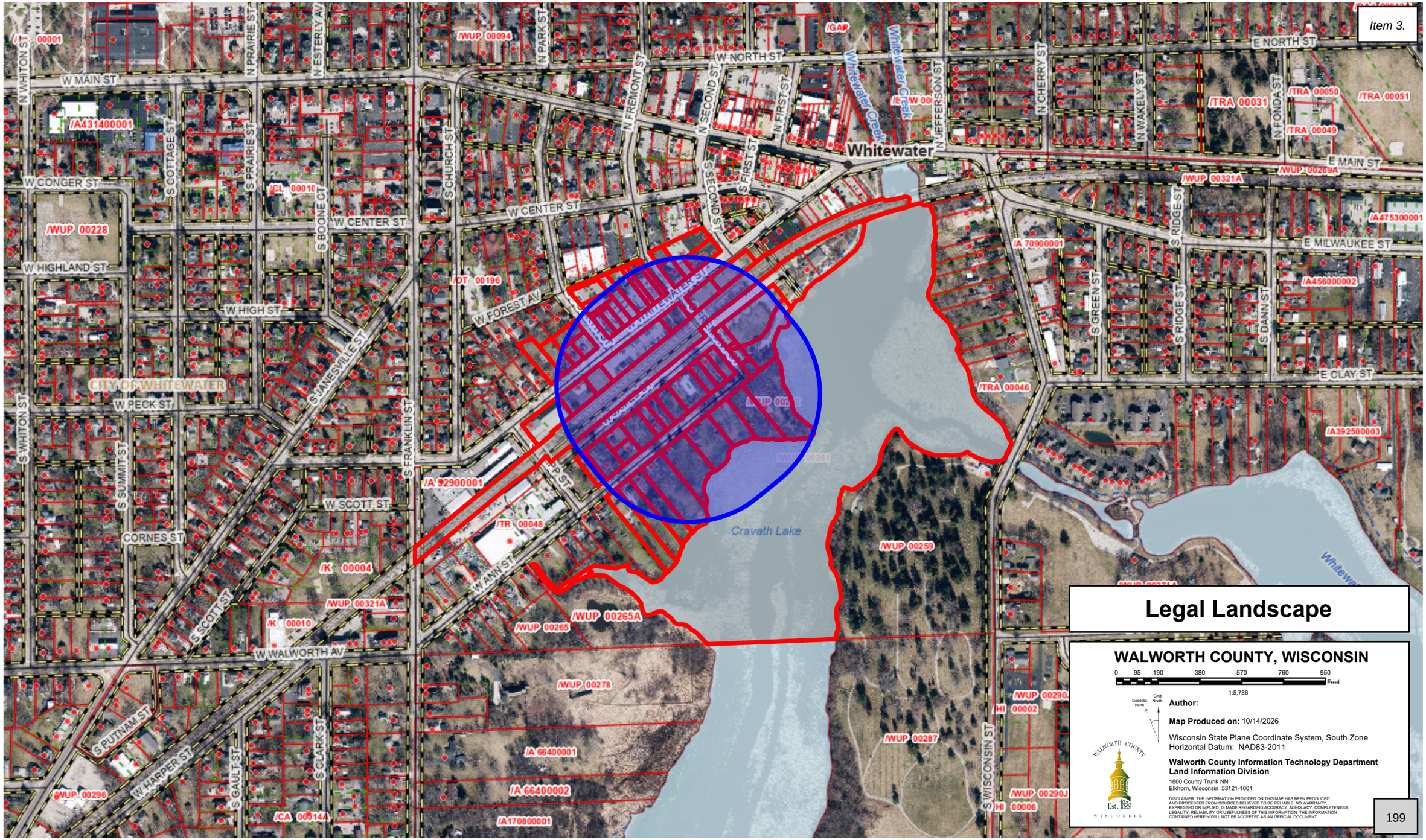
CITY OF WHITEWATER
312 W WHITEWATER ST
WHITEWATER, WI 53190-9000

CITY OF WHITEWATER
312 W WHITEWATER ST
WHITEWATER, WI 53190-9000

STATE OF WISCONSIN DEPT OF TRANSPO
PO BOX 7921
MADISON, WI 53707-2100

HOME LUMBER CO INC
499 W WHITEWATER ST
WHITEWATER, WI 53190-9000

HOME LUMBER CO INC
499 WHITEWATER ST
WHITEWATER, WI 53190-9000



Legal Landscape

WALWORTH COUNTY, WISCONSIN

0 95 190 380 570 760 950 Feet

1:5,786

Geodetic North / Grid North

Author:

Map Produced on: 10/14/2026

Wisconsin State Plane Coordinate System, South Zone
Horizontal Datum: NAD83-2011

Walworth County Information Technology Department
Land Information Division
1800 County Trunk NN
Elkhorn, Wisconsin 53121-1001

DISCLAIMER: THE INFORMATION PROVIDED ON THIS MAP HAS BEEN PRODUCED AND PROCESSED FROM SOURCES BELIEVED TO BE RELIABLE. NO WARRANTY, EXPRESSED OR IMPLIED, IS MADE REGARDING ACCURACY, ADEQUACY, COMPLETENESS, LEGALITY, RELIABILITY OR USEFULNESS OF THIS INFORMATION. THE INFORMATION CONTAINED HEREIN WILL NOT BE ACCEPTED AS AN OFFICIAL DOCUMENT.

MEMORANDUM

To: City of Whitewater Plan and Architectural Review Commission

From: Allison Schwark, Zoning Administrator

Date: November 9, 2026

RE: Conditional Use Permit, Site Plan Review, and Certified Survey Map

Summary of Request	
Requested Approvals:	Conditional Use Permit for All uses with drive-in and drive-through facilities (for which the conditions shall, among other issues, maintain visual continuity and attractive pedestrian movement along the street fronts. Site Plan Review for the development of a 7Brew Coffee shop with a double drive through and cooler building. Certified Survey Map (CSM) Conditional Use Permit for signage in the B-1 Community Business District.
Location:	1155 W Main Street (/L 00007)
Current Land Use:	Vacant Building and Parking Lot
Proposed Land Use:	7 Brew Coffee with drive-through
Current Zoning:	B-1 Community Business District
Proposed Zoning:	N/A
Future Land Use, Comprehensive Plan:	Commercial Mixed Use (CMU)

The applicant is seeking multiple petitions for a proposed 7 Brew coffee shop at 1155 W. Main Street. A Conditional Use Permit (CUP) is requested for drive-in and drive-through facilities in the B-1 Community Business District. Second, a site plan review is requested for the coffee shop, cooler building, and double laned drive-through. Third, a CUP is requested for proposed signage in the B-1 Community Business District. Finally, a Certified Survey Map (CSM) is requested for the property.

Existing Site Conditions

Lot 7, Block 1 Lawndale Subdivision is 16,372 square feet (approximately .38 acres). The property is currently developed with a vacant commercial building and parking lot. A landscaped front yard is present along West Main Street. A drive-though lane is present along the east side of the building. Existing parking lots and commercial developments are present directly adjacent to the property on the east and west sides.

Conditional Use Permit – Drive-In and Drive-Through Facilities

Restaurants without drive-through facilities are permitted uses in the B-1 Community Residential District (19.27.020). All uses with drive-in and drive-through facilities require a CUP (19.27.030(B)). Ordinance requires that the Commission consider the visual continuity and attractive pedestrian movement along the street fronts when reviewing the CUP petition. The proposed coffee shop will operate two, parallel, drive-through lanes. Vehicles will enter the property from West Main Street. No street access to West Blackhawk Drive is proposed. A parking lot exit is located near southeast corner of the property; however, this exit connects to the neighboring private property at 1139 W. Main Street only, not a public street. A 22' front yard setback is proposed from the front property line on West Main Street, while a 10' front yard setback is provided along W. Blackhawk Street.

19.66.050 - Standards for review and approval.
The plan commission shall use the following standards when reviewing applications for conditional use:

A. That the establishment, maintenance, or operation of the conditional use will not create a nuisance for neighboring uses or substantially reduce the values of other property.
B. That adequate utilities, access roads, parking drainage, landscaping and other necessary site improvements are being provided.
C. That the conditional use conforms to all applicable regulations of the district in which it is located, unless otherwise specifically exempted in this chapter. Where a variance is required, the plan commission may condition its approval on the subsequent approval of the variance.
D. That the conditional use conforms to the purpose and intent of the city comprehensive plan.
E. The conditional use and structures are consistent with sound planning and zoning principles.

Site Plan Review

Per Section 19.63.020 the following items are required for site plan review:
Applications for plan review shall be made to zoning administrator at least thirty days prior to the plan and architectural review committee meeting at which the plan is to be considered, and shall include the following information to be considered complete. The zoning administrator or plan and architectural review commission may reduce the information requirements where deemed appropriate. Twelve complete sets of all required plan materials shall be required unless the applicant receives prior written approval from city staff that fewer copies, and/or an electronic/digital submission of materials will be considered adequate for the purposes of meeting the submission deadlines.

A. Names, phone numbers, and addresses of the applicant, owner of the site, architect, professional engineer, contractor and all other individuals responsible for preparation of plan materials;
B. Identification of the subject site by lot, block and recorded subdivision, or by metes and bounds;
C. Description of the existing and proposed use or operation of the structure or site, number of employees, building lot coverage, landscaped surface ratio, residential density and existing zoning;
D. Building elevations and exterior architectural drawings, including enough detail to show the proposed building style, exterior materials, colors, mechanicals and lighting;
E. Site plans drawn to a scale not less than fifty feet to the inch, showing:
    a. The natural features of the site, including water bodies, wetlands, floodplains, environmental corridors, trees with trunks greater than four inches in diameter, existing drainage patterns, and topography at two-foot intervals;
    b. The location and dimensions of proposed and existing structures in relation to street and property lines, including buildings, dumpsters, signs, mechanicals, walls and fences; The location, dimensions and arrangement of all open spaces, yards, and landscape plantings and buffer yards, including the species and size at time of planting for all landscaping;
    c. The location, arrangement and capacity of all areas used for vehicle and pedestrian access, off-street parking, off-street loading and unloading, including materials, methods for screening or fencing, and additional actions to keep parking orderly if three or more unrelated individuals live on the property;
    d. The capacity and arrangement of all buildings used or intended to be used for dwelling purposes;
    e. The proposed location and other characteristics of all outdoor lighting fixtures, pursuant to Section 19.57.150C.;
    f. The location and size of all existing and proposed utilities and all related easements;
    g. The location of any proposed stormwater management facilities, including proposed drainage patterns and detention/retention facilities where required;
    h. Other information deemed necessary by the zoning administrator or the plan and architectural review commission to fully assess the impacts of a proposed project.

The application and submitted plans have been reviewed and are deemed to be complete.

19.27 – B-1 Community Business District

19.27.040 Lot Area

Minimum lot area in the B-1 district is seven thousand square feet for lots existing at the time of adoption of the ordinance codified in this chapter, and fifteen thousand square feet for all other lots. **Proposed Lot 1 Lawndale Addition to the City of Whitewater is proposed to be**

21,653 square feet (approximately .49 acres).

19.27.050 Lot Width
Minimum lot width in the B-1 district is fifty feet. **The proposed Lot 1 in the CSM petition is 82'. The existing Lot 7 is 62'.**

19.27.060 Yard Requirements
Minimum required yards for principal buildings, outside storage, and dumpsters in the B-1 district are:

A. Front and street side, fifteen feet (but may be greater if needed to meet fire safety requirements);
B. Interior side, ten feet, except that no side yard will be required for buildings designed for common wall construction;
C. Rear, twenty feet, except the rear yard setback to any railroad right-of-way shall be at least fifteen feet under a conditional use;
D. Shore yard, seventy-five feet. All shoreland shall be in compliance with Chapter 19.46 and in addition may require DNR approval;
E. Any yard abutting a residential district or residential use, thirty feet or the height of the nearest principal building or structure on the lot being developed, whichever is greater. Such yards shall be subject to the landscape buffer yard requirements of Section 19.57.140, except where abutting a railroad right-of-way with the approval of the plan and architectural review commission;
F. There shall be no accessory buildings within the required front yard setback.

The principal building, cooler, and dumpster enclosure meets the minimum required setbacks.

19.27.070 Lot Coverage
There is no maximum percentage lot coverage for buildings with the exception of the provisions needed for landscape, circulation, and other site planning considerations. Building size, coverage, and locations must still conform to the other regulations including stormwater management. Landscape and environmental features shall follow principles of sustainability and environmental quality and locate landscape elements in highly visible locations, especially in the fronts of buildings, and should include canopy trees, understory and/or evergreen trees, and shrubs. **Sheet C1.1A shows existing and proposed lot coverage. Additionally, the applicant has provided an enclosed project narrative that explains proposed site disturbances.**

19.27.080 Building Height
Maximum building height in the B-1 district is five stories or one hundred feet (whichever is greater), with the exception that the maximum building height is three stories within one hundred feet of a residential use or a property zoned as a residential district. The maximum building height is also subject to fire safety limitations. The maximum building height may be increased under the provisions of a conditional use permit which will include, but is not limited to, consideration of issues regarding shadows cast by buildings, views, impacts on neighbors, and microclimate. **The proposed height of the coffee shop is 20' at the peak of the roof.**

The proposed height of the cooler is 11'.

Parking

19.51.135 - Number of parking stalls—Review commission.
A. A party may apply to the plan and architectural review commission for a permit allowing less than the number of stalls required herein, but not less than one stall per five hundred square feet of primary floor area for retail and commercial service uses.
B. The commission may grant such a permit if it is not against the best interest of the public.
C. Even if a permit is granted, the applicant shall be required to have sufficient land and a plan to install the maximum required stalls under this section should it become necessary, except within the PD zoning district.
D. The permit may be revoked at any time by the commission upon notice and hearing if good cause is shown for the revocation of the permit. Within a PD district only, adjacent on-street parking may apply toward the minimum parking requirements, if approved by the plan commission.

One parking space is required for every 200 square feet of floor area. A total of 826 square feet of floor area is proposed. Four parking spaces, including 1 handicap accessible and loading space, are proposed on-site. The applicant has provided a letter of support from the neighboring property owner at 1139 W. Main Street (attached). Included in the letter of support is a civil site plan showing the existing conditions at 1139 W. Main Street and an illustration of the proposed 7 Brew coffee development. The development, and request CSM addressed later in this report, will require the elimination of 20 existing parking spaces at the neighboring property.

Signage

19.54.030 Wall Signs:
(b) More than three on-building signs shall require a conditional use permit (CUP).
- i. If more than three on-building signs is permitted, the total square footage must not exceed the max square footage allowed, per Figure 19.54.080.
- ii. The total combined sign area of all signs on any given wall shall still be limited by its length ratio of said wall.

1 square foot of sign area is allowed per 1 ft of building façade length. Building plans indicate that the maximum width of the proposed building is 15' facing W. Main Street.

The applicant is requesting a Conditional Use Permit for the overage of allowable wall signage area and a drive-through with signage located on the building. Proposed signage includes:
1. 1, illuminated 28 square foot circular/medallion shaped sign.
2. 2, non-illuminated 8 square foot "Drive Thru Coffee" wall graphic signs.
3. 2, illuminated 32 square foot "Seven 7 Brew Drive Thru Coffee" wall signs

According to section 19.54.030 pertaining to order board signs:

1. Order board signs shall be freestanding or mounted on the exterior wall of the building

containing the use.
2. Freestanding two-way microphone/speaker devices shall not count toward the maximum permitted area of the order board sign.
3. Order board sign audio components shall meet the noise standards set forth in Section 19.58 of the Zoning Ordinance.
4. Order board sign lighting components shall meet the exterior lighting standards set forth in Section 19.57.150 of the Zoning Ordinance. The following forms of sign lighting are permitted: ambient, backlit, internal, and gooseneck.
5. Order board signs may only be approved through the conditional use permit process.

The applicant has provided documentation pertaining to a proposed menu board sign but does not provide the quantity, or dimensions, of the proposed sign. Finally, the same branding documentation also illustrates potential freestanding sign options. The applicant has not clearly indicated which, if any, freestanding signs are proposed on site. A photometric plan has been submitted for the entire site.

Certified Survey Map

A Certified Survey Map (CSM) is requested for the addition of approximately 20' of property from the neighboring property to the east, 1139 W. Main Street. The proposed Lot 1 Lawndale Addition to the City of Whitewater is proposed will be 21,653 square feet (approximately .49 acres).

18.04.046 - Procedure—Certified survey map.
(b) Certified Survey Map Requirements.
(1) The certified survey map shall be prepared by a registered land surveyor and shall comply with the provisions of Section 236.34, Wisconsin Statues, and of this chapter.
(2) The certified survey map shall comply with all design standards, required improvements, and general provisions of this chapter.
(3) Where streets or other areas are dedicated to the public, the certified survey map shall contain an owner's and a mortgagee's certificate which are substantially the same form as required by Section 236.21(2)(a), Wisconsin Statutes.
(4) The certificate of approval shall be placed on the face of the map.
(5) When a dedication of land is required, the city council resolution accepting the dedication and approving the map shall be placed on the face of the map.
(6) If the certified survey map contains private roads, the following note shall be added to the certified survey map:

NOTICE OF POSSIBLE LIMITATION OF PUBLIC SERVICES:
THIS CERTIFIED SURVEY MAP CONTAINS PRIVATE ROAD(S), AND, AS A RESULT, CERTAIN PUBLIC SERVICES MAY BE LIMITED. THE EXTENT OF THESE LIMITATIONS MAY BE SPELLED OUT IN A DOCUMENT CALLED A CITY/DEVELOPER AGREEMENT OR CONTRACT FOR IMPROVEMENTS; OR, IF THIS IS A CONDOMINIUM PLAT, IN A DOCUMENT CALLED A GENERAL DEVELOPMENT PLAN (GDP), WHICH DIRECTLY RELATES TO THIS CSM AND IS FILED AS A PUBLIC DOCUMENT IN THE OFFICES OF BOTH THE WHITEWATER CITY CLERK AND THE

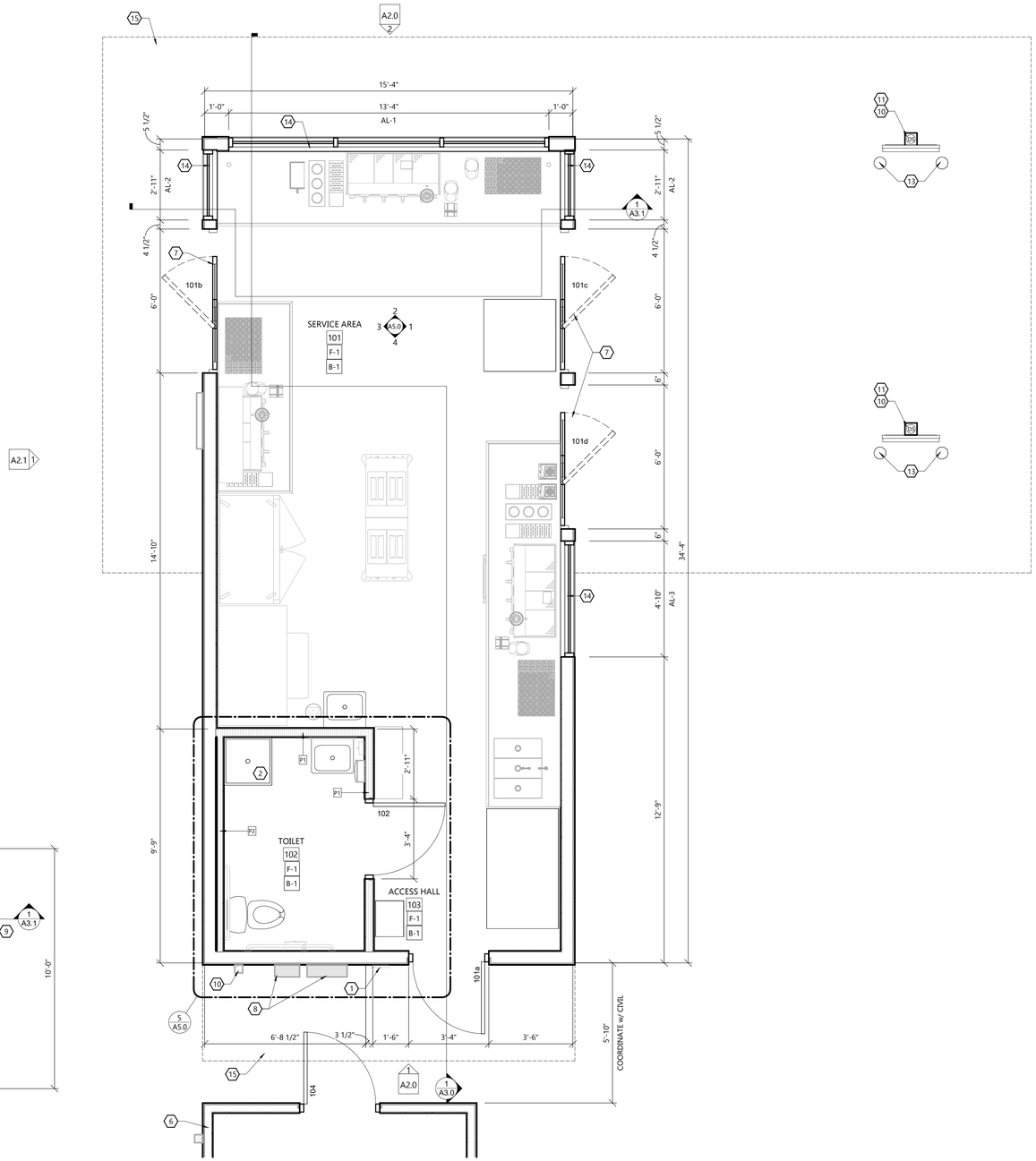
DIRECTOR OF PUBLIC WORKS FOR THE CITY OF WHITEWATER.

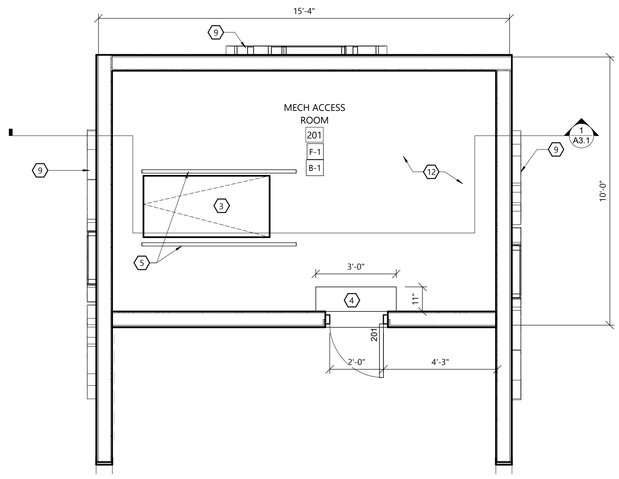
(7) Within the M-1 general manufacturing district, all minor subdivisions must be consistent with a detailed plan showing future street alignments and general lot arrangements for all lands under the control of the subdivider. Such a detailed plan may be a component of the city's comprehensive (master) plan, but in any case shall be subject to plan commission approval before action may be taken on the certified survey map.

Planner's Recommendations

1) Staff recommends that Plan Commission **recommend approval** of the Conditional Use Permit to Common Council and **approve** the Site Plan Review, and Certified Survey Map with the following conditions:

a) The project shall be developed in accordance with the approved site plan, architecture, and landscape plan. Any deviation from the approved plans shall require zoning administrator and/or Plan Commission approval.
b) Landscaping shall be reviewed and approved by Urban Forestry.
c) The Conditional Use Permit shall run with the applicant, not the land. Any change in owner, operator, or business shall require subsequent approvals.
d) Any conditions stipulated by the PARC.





MECH. ACCESS ROOM

NORTH

SCALE: 3/8" = 1'-0"

0' 2' 4'

FIRST FLOOR PLAN

NORTH

SCALE: 3/8" = 1'-0"

0' 2' 4'

FLOOR PLAN KEYNOTES

1. KEY KNOX BOX.
2. MOP SINK.
   - REFER TO THE PLUMBING DRAWINGS.
3. 27.5" x 56.5" FOLDING ACCESS DOOR AND LADDER.
   - SUPPLIED BY G.C.
4. STEP, CENTER ON DOOR.
5. PREFABRICATED COMPLIANT MECHANICAL SERVICE GUARDRAIL PER IBC SECTION 1015 - EACH SIDE.
6. REMOTE COOLER/STORAGE BUILDING.
   - COORDINATE LOCATION WITH CIVIL DRAWINGS.
   - REFER TO SHEET A1.3.
7. 6'-0" TORMAX SERIES TX9300SL MANUAL SLIDING DOOR.
8. ELECTRICAL EQUIPMENT.
   - REFER TO THE ELECTRICAL DRAWINGS.
9. STOREFRONT SIGNS.
   - SUPPLIED AND INSTALLED BY SIGN CONTRACTOR.
10. DOWNSPOUT CONNECTION TO STORMWATER SYSTEM.
    - SEE DETAIL 5/A3.1
    - SEE DETAIL 6/A3.1
    - REFER TO THE CIVIL DRAWINGS.
11. CANOPY COLUMNS.
    - REFER TO THE STRUCTURAL DRAWINGS.
12. PLUMBING EQUIPMENT.
    - REFER TO THE PLUMBING DRAWINGS.
13. BOLLARD.
    - REFER TO THE CIVIL DRAWINGS.
14. 1" INSULATED TEMPERED THERMAL WINDOWS w/ LOW-E GLASS. CLEAR.
    - REFER TO SHEET A6.0.
15. CANOPY ABOVE.
    - REFER TO THE STRUCTURAL DRAWINGS.

GENERAL NOTES

- ALL DIMENSIONS ARE TO FACE-OF-STUD.
- ALL INTERIOR WALLS TO BE 2x4 OR 2x6 @ 16" O.C. (SEE INTERIOR WALL TYPES FOR SIZE) w/ 1/2" SUBSTRATE - EXTEND TO BOTTOM CHORD OF TRUSSES / UNDERSIDE OF DECK.
- PROVIDE SOUND BATT INSULATION AROUND PERIMETER OF THE TOILET ROOM.
- SEE SHEET A6.0 FOR DOOR SCHEDULE AND WINDOW SCHEDULE.
- ALL JOINTS, GAPS OR SPACES LEADING TO ALL HOLLOW OR INACCESSIBLE SPACES SHALL BE SEALED WITH "NSF INTERNATIONAL" APPROVED SEALANTS.
- PROVIDE PROPER 2X BLOCK AT ALL RECESSED ACCESSORIES, WALL, & CEILING MOUNTED EQUIPMENT, SIGNAGE, PLUMBING/LIGHT FIXTURES, ETC. TYP.

SYMBOLS LEGEND

DOOR MARK -SEE SHEET A6.0

XXX

DOOR TAG

WALL TYPE DESIGNATION

128.1

WALL TYPE -SEE SHEET A6.0

WALL TYPE REFERENCE

WINDOW MARK -SEE SHEET A6.0

XXX

WINDOW TAG

B-1

FINISH -SEE SHEET A6.0

FINISH REFERENCE

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PROJECT INFORMATION

PROPOSED COFFEE SHOP FOR:

7-BREW WHITEWATER

1155 W MAIN ST • WHITEWATER, WI 53190

PROFESSIONAL SEAL

SHEET DATES

ISSUED FOR APPROVAL

IFA OCT. 12, 2026

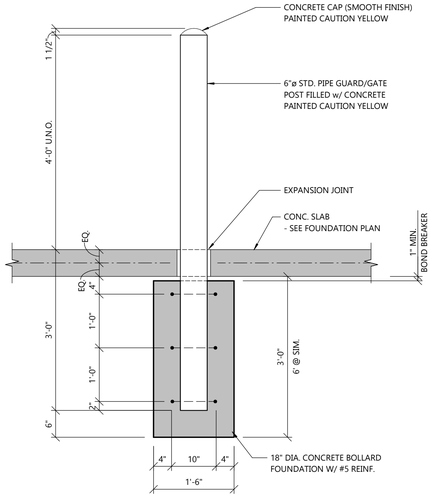
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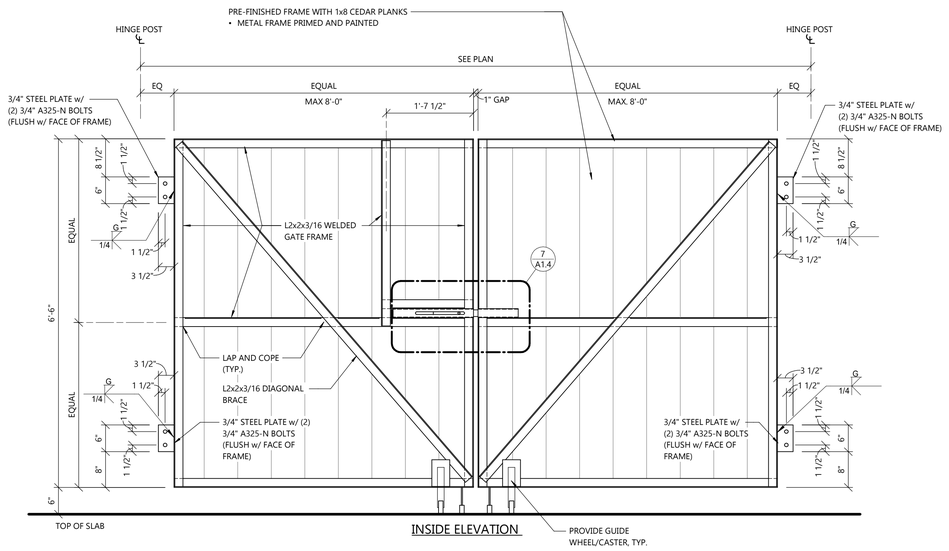
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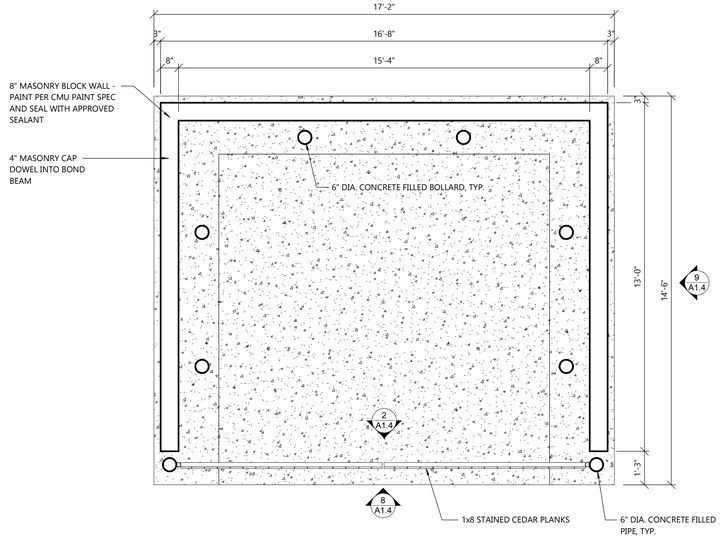
3 A1.4 BOLLARD DETAIL

SCALE: 3/4" = 1'-0"



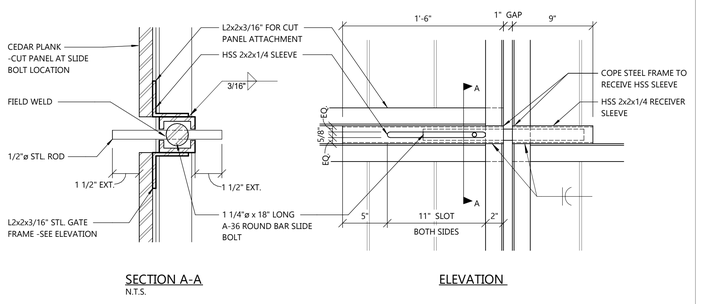
2 A1.4 DUMPSTER GATE ELEVATION

SCALE: 3/4" = 1'-0"



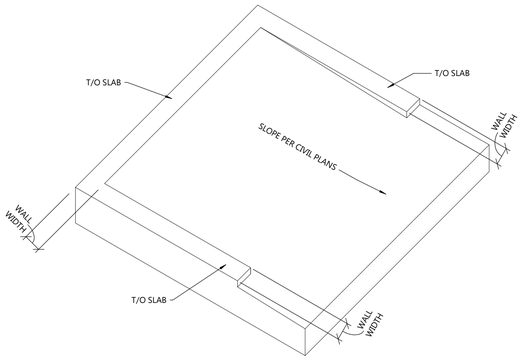
1 A1.4 DUMPSTER PLAN

SCALE: 3/8" = 1'-0"



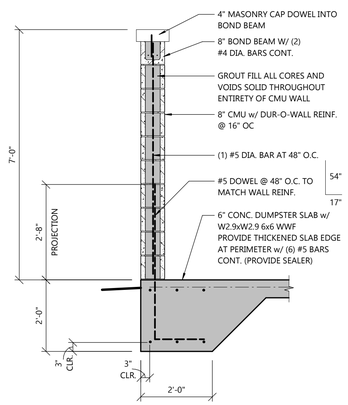
7 A1.4 GATE SLIDE BOLT

SCALE: 1 1/2" = 1'-0"



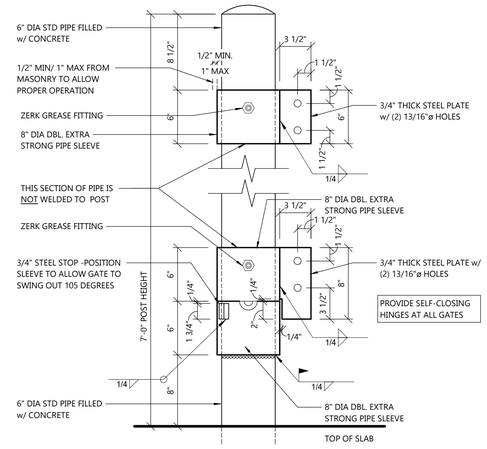
6 A1.4 DUMPSTER PAD DETAIL

SCALE: 1/2" = 1'-0"



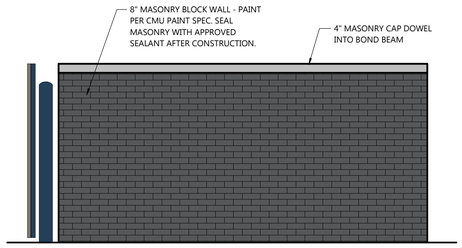
5 A1.4 DUMPSTER WALL SECTION

SCALE: 1/2" = 1'-0"



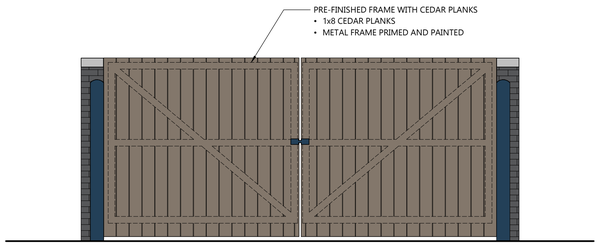
4 A1.4 GATE HINGE DETAIL

SCALE: 1 1/2" = 1'-0"



9 A1.4 RIGHT ELEVATION

SCALE: 3/8" = 1'-0"



8 A1.4 FRONT ELEVATION

SCALE: 3/8" = 1'-0"

TRASH ENCLOSURE FINISHES:

CMU FINISH COLOR:
PAINT SW7069 IRON ORE, TO MATCH NICHIHA MIDNIGHT BLACK.

STEEL FINISH COLOR:
PAINT SW7067 CITYSCAPE

ARCHITECTURAL DUMPSTER ENCLOSURE PLAN AND DETAILS

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excelengineer.com

PROJECT INFORMATION

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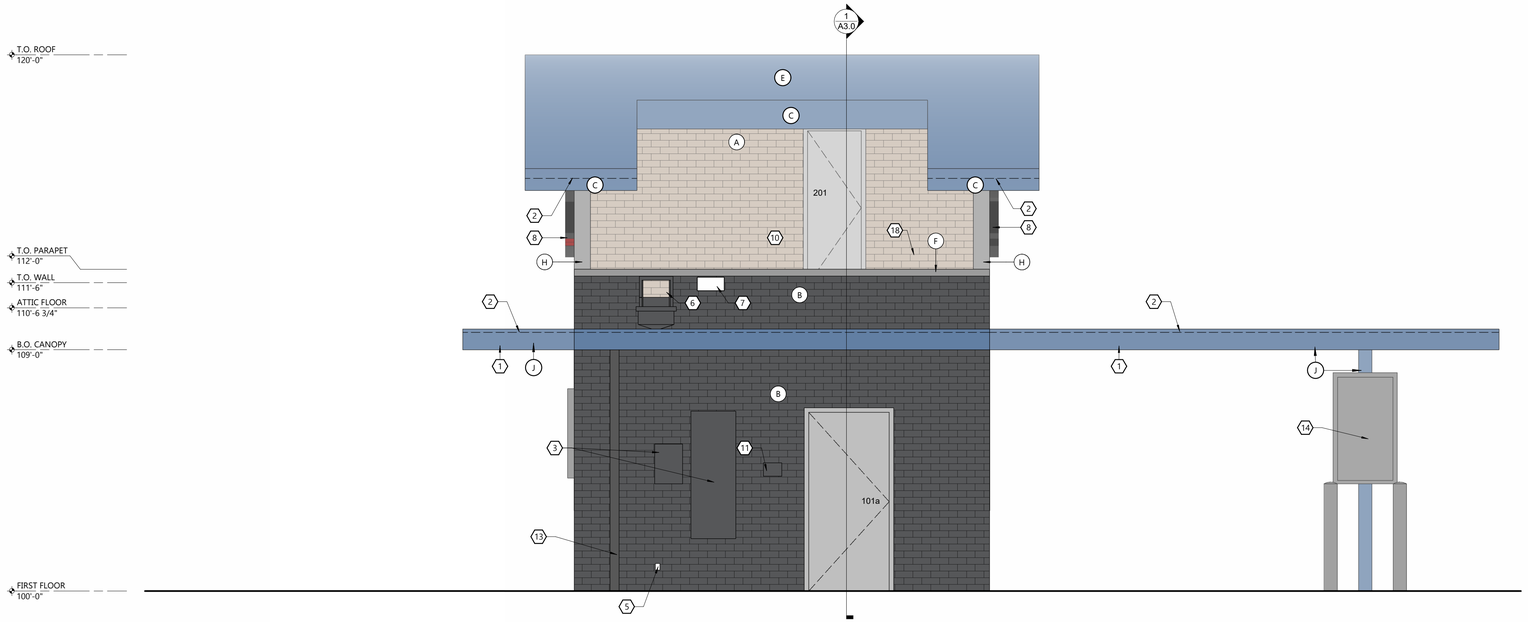
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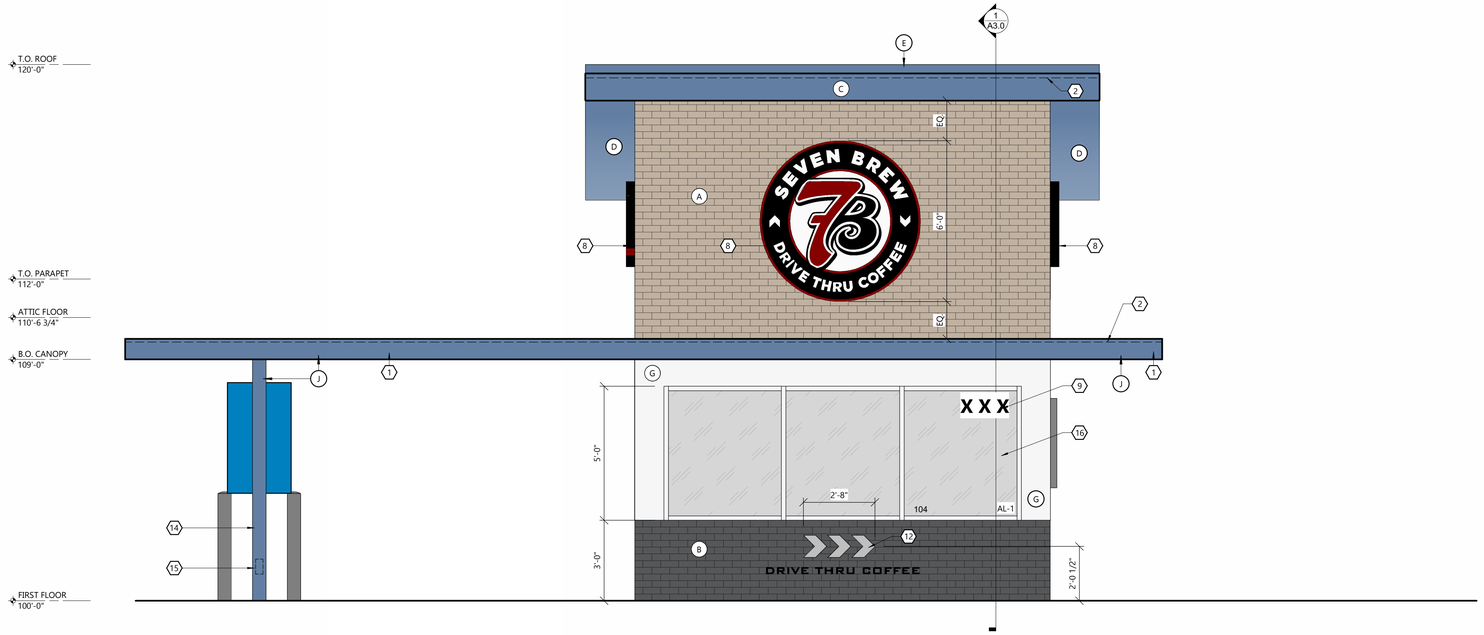
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1 A2.0 NORTHWEST ELEVATION
SCALE: 3/8" = 1'-0"

NOTE:
SIGNAGE SHOWN IS FOR REPRESENTATION AND COORDINATION ONLY. REFER TO PERMITTED SIGN PACKAGE FOR PRECISE LOCATION AND SIGNAGE QUANTITY.



2 A2.0 SOUTHEAST ELEVATION
SCALE: 3/8" = 1'-0"

EXTERIOR ELEVATION KEYNOTES

1. CANOPY.
   - REFER TO THE STRUCTURAL DRAWINGS.
2. SURFACE-MOUNTED LED NEON FLEX LIGHTING, SHOWN DASHED.
   - REFER TO THE ELECTRICAL DRAWINGS.
3. ELECTRICAL EQUIPMENT.
   - REFER TO THE ELECTRICAL DRAWINGS.
4. FROST PROOF HOSE BIB.
   - REFER TO THE PLUMBING DRAWINGS.
5. EXTERIOR WEATHER-PROOF OUTLET.
   - REFER TO THE ELECTRICAL DRAWINGS.
6. THROUGH WALL SCUPPER ROOF DRAIN.
   - SEE DETAIL 1/A3.2
7. OVERFLOW SCUPPER ROOF DRAIN.
   - SEE DETAIL 1/A3.2
8. STOREFRONT SIGN, SUPPLIED AND INSTALLED BY SIGN CONTRACTOR.
9. ADDRESS NUMBERS TO BE 8" TALL x 2" BRUSH STROKE.
10. MECHANICAL UNIT BEYOND.
    - REFER TO THE MECHANICAL DRAWINGS.
11. KEY KNOX BOX.
12. 1/4" THICK ACRYLIC SIGNAGE APPLIED TO SIDING WITH VH DOUBLE SIDE TAPE.
13. EXPOSED DOWNSPOUT, GALVANIZED, PAINTED. CONNECT TO SUB-GRADE STORM WATER COLLECTION SYSTEM. PAINT SW7069 IRON ORE, TO MATCH NICHIHA MIDNIGHT BLACK.
    - REFER TO THE CIVIL DRAWINGS.
14. STRUCTURAL CANOPY COLUMN; RAINWATER DOWNSPOUT WITHIN; CONNECT BASE OF CANOPY COLUMN DOWNSPOUT TO STORMWATER MANAGEMENT SYSTEM.
    - REFER TO THE CIVIL DRAWINGS.
15. TUBE LIGHT MOUNTED TO COLUMN AT 6" A.F.F.
    - REFER TO THE ELECTRICAL DRAWINGS.
16. 1" INSULATED TEMPERED THERMAL WINDOWS w/ LOW-E GLASS. CLEAR.
    - REFER TO SHEET A4.1 FOR ENERGY COMPLIANCE INFORMATION.
17. SURFACE MOUNTED LIGHTED SIGN BOX.
18. CONDENSER BEYOND ON ROOF, PROVIDED BY OWNER.

FINISH MATERIALS SCHEDULE

SYMBOL	ITEM	DESCRIPTION	REMARKS
PL-1 (B)	DECORATIVE PANEL	BRAND: NICHIHA MODERNBRICK COLOR: MIDNIGHT FIBER CEMENT PANEL	EXTERIOR WAINSCOT AND REAR WALL
PL-2 (A)	DECORATIVE PANEL	BRAND: NICHIHA CANYONBRICK COLOR: SHALE BROWN FIBER CEMENT PANEL	EXTERIOR WALLS ABOVE WAINSCOT AND ATTIC REAR
MP-2 (C D E J)	BRAKE METAL	BRAND: BERRIDGE COLOR: PACIFIC BLUE FINISH: SMOOTH	METAL ROOF, SOFFFIT, COPING, CANOPY AND CANOPY COLUMNS
MP-3 (F)	BRAKE METAL	BRAND: BERRIDGE COLOR: ONYX FINISH: SMOOTH	METAL COPING
MP-4 (H)	BRAKE METAL	BRAND: BERRIDGE COLOR: SANDSTONE FINISH: SMOOTH	METAL COPING
MP-5 (G)	BRAKE METAL	BRAND: BERRIDGE COLOR: CLEAR ANODIZED FINISH: SMOOTH	TRIM AT STOREFRONT
C-1	ACOUSTIC CEILING TILE	VINYLROCK 2x4 CEILING TILE VINYL FACED	MAIN BUILDING CEILING FINISH - CLASS A
C-2	OPEN TO STRUCTURE	--	--
GL-1	GALVALUME METAL PANEL	CEILING AND WALL FINISH COLOR: FACTORY FINISH	DRY STORAGE WALLS AND CEILING FINISH - CLASS A
B-1	METAL COVE BASE	METAL BASE COLOR: WHITE	SERVICE AREA AND TOILET
F-1	RESILIENT VINYL FLOORING	PROTECT-ALL FLOORING COLOR: LIGHT GRAY	MAIN BUILDING AND DRY STORAGE FLOOR FINISH
WA-1	ABET LAMINATI "STRATIFICATION"	8MM 405 WHITE 63 X 165	INTERIOR WALL FINISH - CLASS A

FINISH MATERIALS SCHEDULE NOTES:

a. PROVIDE COMPLETE ARCHITECTURAL SIDING SYSTEM AND ACCESSORIES, INCLUDING MATCHING MANUFACTURER FABRICATED CORNERS, FLASHINGS, AND TRIMS. SIDING INSTALLATION PER MANUFACTURER INSTALLATION INSTRUCTIONS.

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920-926-9800
excelengineer.com

PROJECT INFORMATION

PROPOSED COFFEE SHOP FOR:
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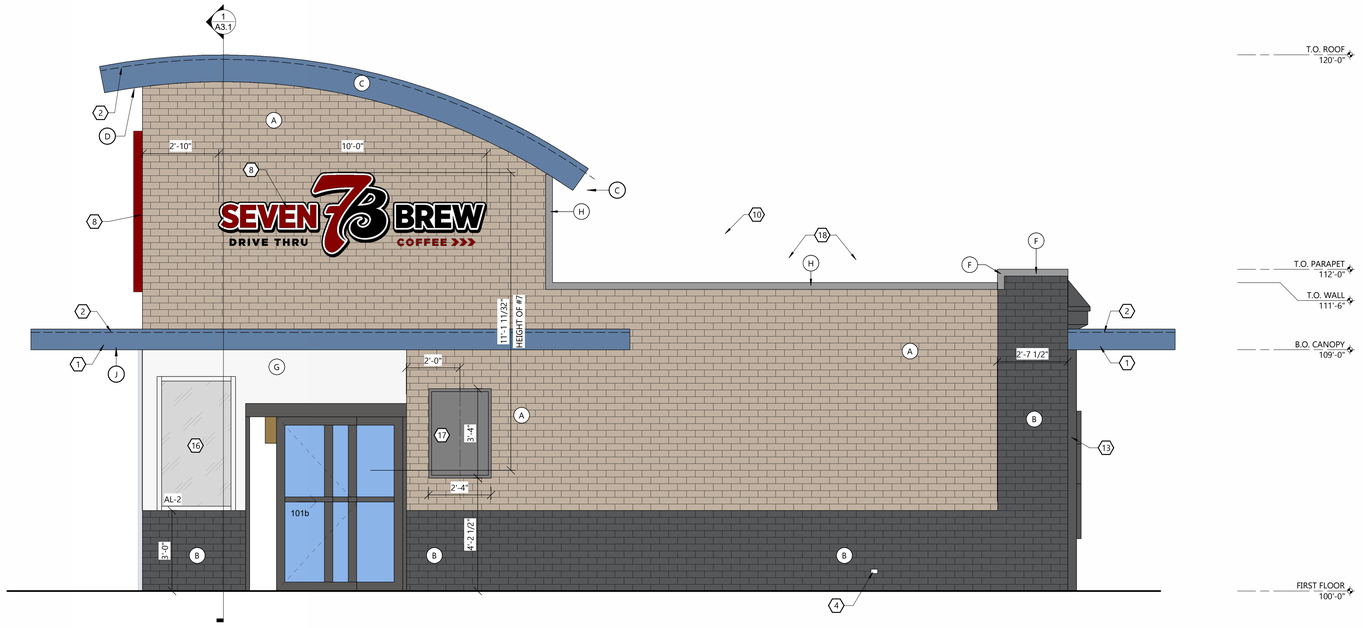
PROFESSIONAL SEAL

SHEET DATES
ISSUED FOR APPROVAL
IFA OCT. 12, 2026

JOB NUMBER
260380100

SHEET NUMBER
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1 A2.1 NORTHEAST ELEVATION

SCALE: 3/8" = 1'-0"

NOTE:
SIGNAGE SHOWN IS FOR REPRESENTATION AND COORDINATION ONLY. REFER TO PERMITTED SIGN PACKAGE FOR PRECISE LOCATION AND SIGNAGE QUANTITY.



2 A2.1 SOUTHWEST ELEVATION

SCALE: 3/8" = 1'-0"

EXTERIOR ELEVATION KEYNOTES

1. CANOPY.
   - REFER TO THE STRUCTURAL DRAWINGS.
2. SURFACE-MOUNTED LED NEON FLEX LIGHTING, SHOWN DASHED.
   - REFER TO THE ELECTRICAL DRAWINGS.
3. ELECTRICAL EQUIPMENT.
   - REFER TO THE ELECTRICAL DRAWINGS.
4. FROST PROOF HOSE BIB.
   - REFER TO THE PLUMBING DRAWINGS.
5. EXTERIOR WEATHER-PROOF OUTLET.
   - REFER TO THE ELECTRICAL DRAWINGS.
6. THROUGH WALL SCUPPER ROOF DRAIN.
   - SEE DETAIL 1/A3.2
7. OVERFLOW SCUPPER ROOF DRAIN.
   - SEE DETAIL 1/A3.2
8. STOREFRONT SIGN, SUPPLIED AND INSTALLED BY SIGN CONTRACTOR.
9. ADDRESS NUMBERS TO BE 8" TALL x 2" BRUSH STROKE.
10. MECHANICAL UNIT BEYOND.
    - REFER TO THE MECHANICAL DRAWINGS.
11. KEY KNOX BOX.
12. 1/4" THICK ACRYLIC SIGNAGE APPLIED TO SIDING WITH VH DOUBLE SIDE TAPE.
13. EXPOSED DOWNSPOUT, GALVANIZED, PAINTED. CONNECT TO SUB-GRADE STORM WATER COLLECTION SYSTEM. PAINT SW7069 IRON ORE, TO MATCH NICHIHA MIDNIGHT BLACK.
    - REFER TO THE CIVIL DRAWINGS.
14. STRUCTURAL CANOPY COLUMN; RAINWATER DOWNSPOUT WITHIN; CONNECT BASE OF CANOPY COLUMN DOWNSPOUT TO STORMWATER MANAGEMENT SYSTEM.
    - REFER TO THE CIVIL DRAWINGS.
15. TUBE LIGHT MOUNTED TO COLUMN AT 6" A.F.F.
    - REFER TO THE ELECTRICAL DRAWINGS.
16. 1" INSULATED TEMPERED THERMAL WINDOWS w/ LOW-E GLASS. CLEAR.
    - REFER TO SHEET A4.1 FOR ENERGY COMPLIANCE INFORMATION.
17. SURFACE MOUNTED LIGHTED SIGN BOX.
18. CONDENSER BEYOND ON ROOF, PROVIDED BY OWNER.

FINISH MATERIALS SCHEDULE

SYMBOL	ITEM	DESCRIPTION	REMARKS
PL-1 (B)	DECORATIVE PANEL	BRAND: NICHIHA MODERNBRICK COLOR: MIDNIGHT FIBER CEMENT PANEL	EXTERIOR WAINSCOT AND REAR WALL
PL-2 (A)	DECORATIVE PANEL	BRAND: NICHIHA CANYONBRICK COLOR: SHALE BROWN FIBER CEMENT PANEL	EXTERIOR WALLS ABOVE WAINSCOT AND ATTIC REAR
MP-2 (C D E J)	BRAKE METAL	BRAND: BERRIDGE COLOR: PACIFIC BLUE FINISH: SMOOTH	METAL ROOF, SOFFFIT, COPING, CANOPY AND CANOPY COLUMNS
MP-3 (F)	BRAKE METAL	BRAND: BERRIDGE COLOR: ONYX FINISH: SMOOTH	METAL COPING
MP-4 (H)	BRAKE METAL	BRAND: BERRIDGE COLOR: SANDSTONE FINISH: SMOOTH	METAL COPING
MP-5 (G)	BRAKE METAL	BRAND: BERRIDGE COLOR: CLEAR ANODIZED FINISH: SMOOTH	TRIM AT STOREFRONT
C-1	ACOUSTIC CEILING TILE	VINYLROCK 2x4 CEILING TILE VINYL FACED	MAIN BUILDING CEILING FINISH - CLASS A
C-2	OPEN TO STRUCTURE	--	--
GL-1	GALVALUME METAL PANEL	CEILING AND WALL FINISH COLOR: FACTORY FINISH	DRY STORAGE WALLS AND CEILING FINISH - CLASS A
B-1	METAL COVE BASE	METAL BASE COLOR: WHITE	SERVICE AREA AND TOILET
F-1	RESILIENT VINYL FLOORING	PROTECT-ALL FLOORING COLOR: LIGHT GRAY	MAIN BUILDING AND DRY STORAGE FLOOR FINISH
WA-1	ABET LAMINATI "STRATIFICATION"	8MM 405 WHITE 63 X 165	INTERIOR WALL FINISH - CLASS A

FINISH MATERIALS SCHEDULE NOTES:

a. PROVIDE COMPLETE ARCHITECTURAL SIDING SYSTEM AND ACCESSORIES, INCLUDING MATCHING MANUFACTURER FABRICATED CORNERS, FLASHINGS, AND TRIMS. SIDING INSTALLATION PER MANUFACTURER INSTALLATION INSTRUCTIONS.

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PROJECT INFORMATION

PROPOSED COFFEE SHOP FOR:
7-BREW WHITEWATER
1155 W MAIN ST • WHITEWATER, WI 53190

PROFESSIONAL SEAL

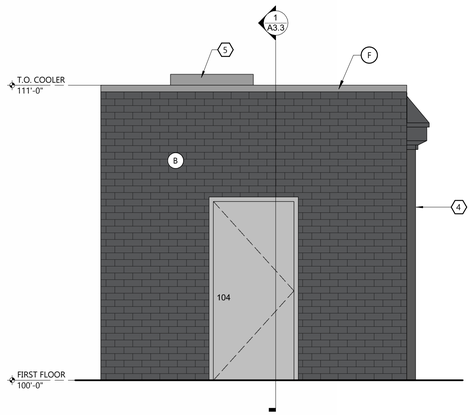
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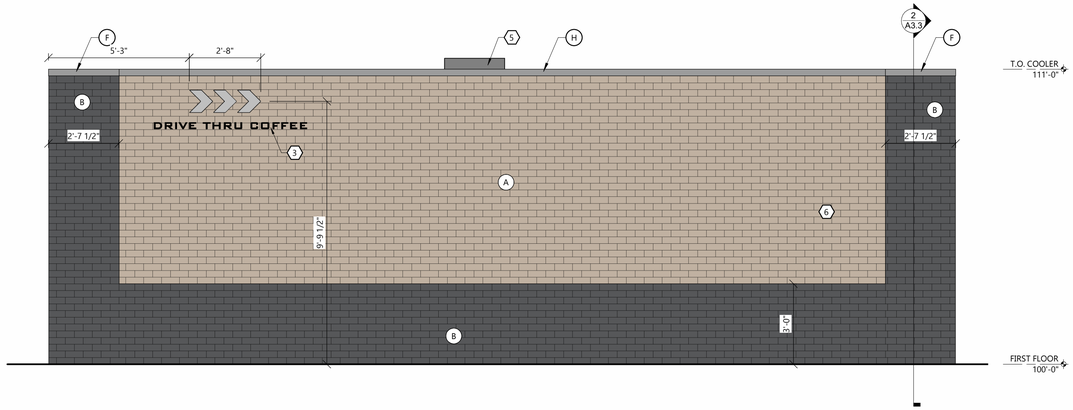
ARCHITECTURAL EXTERIOR ELEVATIONS

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3 A2.2 SOUTHEAST COOLER ELEVATION

SCALE: 3/8" = 1'-0"



2 A2.2 SOUTHWEST COOLER ELEVATION

SCALE: 3/8" = 1'-0"

NOTE:
SIGNAGE SHOWN IS FOR REPRESENTATION AND COORDINATION ONLY. REFER TO PERMITTED SIGN PACKAGE FOR PRECISE LOCATION AND SIGNAGE QUANTITY.

COOLER EXTERIOR ELEVATION KEYNOTES

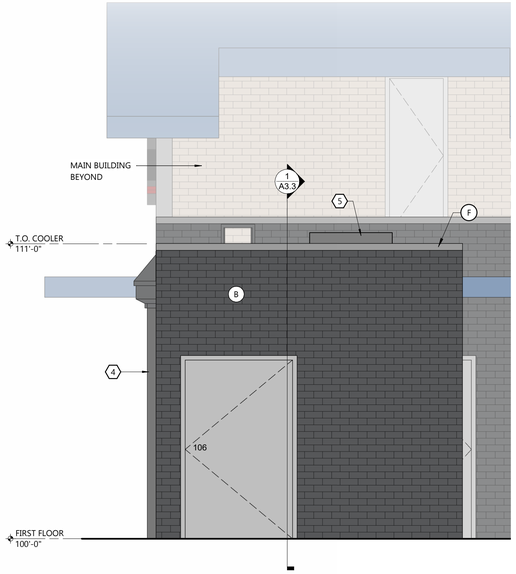
1. THROUGH WALL SCUPPER ROOF DRAIN.
   - SEE DETAIL 1/A3.2
2. OVERFLOW SCUPPER ROOF DRAIN.
   - SEE DETAIL 1/A3.2
3. 1/4" THICK ACRYLIC SIGNAGE APPLIED TO SIDING WITH VH DOUBLE SIDE TAPE.
4. EXPOSED DOWNSPOUT, GALVANIZED, PAINTED. CONNECT TO SUB-GRADE STORM WATER COLLECTION SYSTEM. PAINT SW7069 IRON ORE, TO MATCH NICHIHA MIDNIGHT BLACK.
   - REFER TO THE CIVIL DRAWINGS.
5. CONDENSER BEYOND ON ROOF, PROVIDED BY OWNER.
6. SURFACE MOUNTED MENU BOARD.

FINISH MATERIALS SCHEDULE

SYMBOL	ITEM	DESCRIPTION	REMARKS
PL-1 (B)	DECORATIVE PANEL	BRAND: NICHIHA MODERNBRICK COLOR: MIDNIGHT FIBER CEMENT PANEL	EXTERIOR WAINSCOT AND REAR WALL
PL-2 (A)	DECORATIVE PANEL	BRAND: NICHIHA CANYONBRICK COLOR: SHALE BROWN FIBER CEMENT PANEL	EXTERIOR WALLS ABOVE WAINSCOT AND ATTIC REAR
MP-2 (C) (D) (E) (J)	BRAKE METAL	BRAND: BERRIDGE COLOR: PACIFIC BLUE FINISH: SMOOTH	METAL ROOF, SOFFFIT, COPING, CANOPY AND CANOPY COLUMNS
MP-3 (F)	BRAKE METAL	BRAND: BERRIDGE COLOR: ONYX FINISH: SMOOTH	METAL COPING
MP-4 (H)	BRAKE METAL	BRAND: BERRIDGE COLOR: SANDSTONE FINISH: SMOOTH	METAL COPING
MP-5 (G)	BRAKE METAL	BRAND: BERRIDGE COLOR: CLEAR ANODIZED FINISH: SMOOTH	TRIM AT STOREFRONT
C-1	ACOUSTIC CEILING TILE	VINYLROCK 2x4 CEILING TILE VINYL FACED	MAIN BUILDING CEILING FINISH - CLASS A
C-2	OPEN TO STRUCTURE	--	--
GL-1	GALVALUME METAL PANEL	CEILING AND WALL FINISH COLOR: FACTORY FINISH	DRY STORAGE WALLS AND CEILING FINISH - CLASS A
B-1	METAL COVE BASE	METAL BASE COLOR: WHITE	SERVICE AREA AND TOILET
F-1	RESILIENT VINYL FLOORING	PROTECT-ALL FLOORING COLOR: LIGHT GRAY	MAIN BUILDING AND DRY STORAGE FLOOR FINISH
WA-1	ABET LAMINATI "STRATIFICATION"	8MM 405 WHITE 63 X 165	INTERIOR WALL FINISH - CLASS A

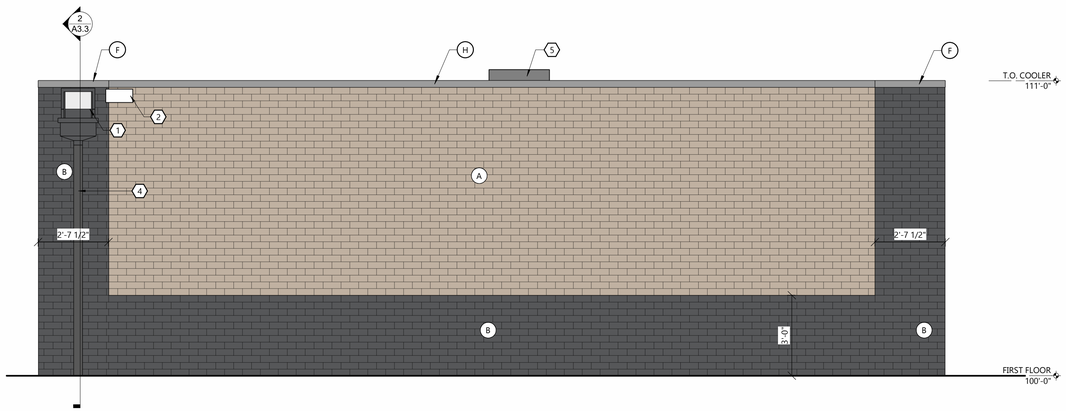
FINISH MATERIALS SCHEDULE NOTES:

a. PROVIDE COMPLETE ARCHITECTURAL SIDING SYSTEM AND ACCESSORIES, INCLUDING MATCHING MANUFACTURER FABRICATED CORNERS, FLASHINGS, AND TRIMS. SIDING INSTALLATION PER MANUFACTURER INSTALLATION INSTRUCTIONS.



4 A2.2 NORTHWEST COOLER ELEVATION

SCALE: 3/8" = 1'-0"



1 A2.2 NORTHEAST COOLER ELEVATION

SCALE: 3/8" = 1'-0"

ARCHITECTURAL EXTERIOR COOLER ELEVATIONS

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EXTERIOR SIGNAGE PLAYBOOK

October 2026

Sign Vendor Program Outline

Initiation & Planning

- Franchisees submit plans to a 7Brew-approved sign vendor
- The sign vendor submits a quote to Franchisee for permitting, manufacturing, and installation.
- Vendor completes a code review and provides a code-compliant Brand Book.
- If local code requires signage outside Brand Book standards, the vendor must complete the Vendor Exception Request Form located in Site Folio and submit it to: **exceptionrequest@7brew.com**

Execution

- Once Brand Book is approved, the sign vendor notifies Corporate (Mollie) of the award and is added to the project in Site Folio.
- Vendor is then responsible for providing weekly project updates on critical dates in Site Folio.
- Once the permit is approved, the sign vendor emails the franchisee and copies the DPM. The vendor then uploads the Brand Book to Site Folio, refreshes milestone dates, and releases the signage for manufacturing.
- Throughout the process, the sign vendor must update the Site Folio fields with blue headers, including deposit date, permit filed date, and installation date.

Installation & Close Out

- Sign Vendor to Email Franchisee/GC/DPM of firm installation date one week prior to install.
- Final Payment is collected prior to delivery and installation
- Installer will take completion photos as part of their project closeout.

Index

01 COLOR PALETTE & USES

- PRIMARY COLORS
- SECONDARY COLORS
- APPROVED COLOR COMBINATIONS

02 SIGNAGE SYSTEM OVERVIEW

PRIMARY SIGNAGE

- ROUND MEDALLION LOGO SIGN
- LINEAR BUILDING LOGO SIGN
- LINEAR BUILDING LOGO SIGN
- LINEAR BUILDING LOGO SIGN

SECONDARY SIGNAGE

- DRIVE THRU SIGN
- DRIVE THRU SIGN

03 APPLICATIONS & CONSTRUCTION CONSTRUCTION DETAILS

ARCHITECTURE APPLICATIONS

- FRONT ELEVATION
- RIGHT SIDE ELEVATION
- LEFT SIDE ELEVATION

SECONDARY SIGNAGE APPLICATIONS APPLICATIONS

- DUAL SIDED BLADE SIGN
- DUAL SIDED DIRECTIONAL SIGN SIGN
- MONUMENT SIGN
- ALTERNATE MONUMENT SIGN
- PYLON SIGN
- LINEAR PYLON SIGN

COLOR PALETTE & USES

COLOR PALETTE

VISUAL IDENTITY

ENERGY RED
PMS 185C

RGB 228, 0, 43
CMYK 100, 68, 3, 0
HEX #E4002B

STAND BLUE
PMS 2935 C

RGB 0, 87, 184
CMYK 100, 68, 3, 0
HEX #0057B8

KINDNESS BLUE
PMS 297C

RGB 113, 197, 232
CMYK 52, 6, 0, 0
HEX #71C5E8

RICH BLACK

RGB 0, 0, 0
CMYK 75, 68, 67, 90
HEX #000000

WHITE

RGB 0, 0, 0
CMYK 75, 68, 67, 90
HEX #000000

ACUMIN PRO CONDENSED BLACK
ABCDEFGHIJKLMNÑOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789 !"#$%&'()*+,-./:;<=>?@[\\]^_`~

ACUMIN PRO CONDENSED REGULAR
ABCDEFGHIJKLMNÑOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789 !"#$%&'()*+,-
./:;<=>?@[\\]^_`~

Ganache
ABCDEFGHIJKLMNÑOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789 !"#$%&'()*+,-./:;<=>?@[\\]^_`~

SIGNAGE SYSTEM OVERVIEW

EXTERIOR SIGNAGE CLASIFICATION

PRIMARY SIGNAGE

- ROUND MEDALLION LOGO SIGN (BS-1) 6
- LINEAR BUILDING LOGO SIGN (BS-2) 7
- LINEAR BUILDING LOGO SIGN (BS-2*) 8
- LINEAR BUILDING LOGO SIGN (BS-2 & BS-2* DETAIL) 9

SECONDARY SIGNAGE

- DRIVE THRU SIGN (BS-3) 10
- DRIVE THRU SIGN (BS-4) 11

02

ROUND MEDALLION LOGO SIGN (BS-1)

PRIMARY SIGNAGE

COLORS USED

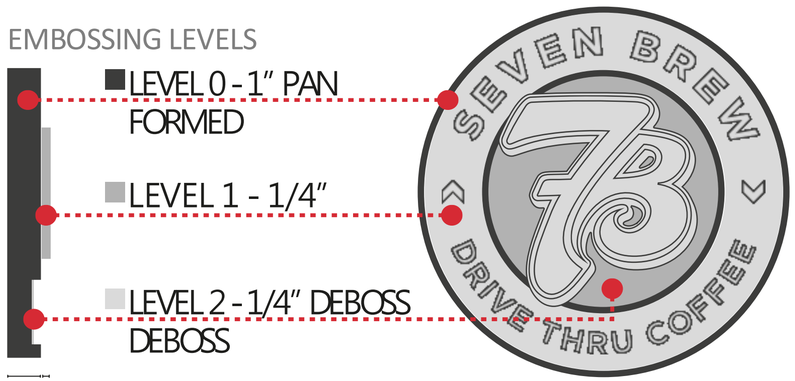
ENERGY RED	WHITE	RICH BLACK

DESCRIPTION

BS-1

Building Medallion.
Sign Face: Cap-over face construction and 1/4” embossed
Dimensions: 6’ (H) x 6’ (W) x 5” (D)
Total SQFT 28.27

EMBOSSING LEVELS





LINEAR BUILDING LOGO SIGN (BS-2)

PRIMARY SIGNAGE

COLORS USED

ENERGY RED	WHITE	RICH BLACK

DESCRIPTION

Linear Building Sign.
Dimensions: 38” (H) x 120” (W) x 5” (D)

Total SQFT 31.76



LINEAR BUILDING LOGO SIGN (BS-2*)

PRIMARY SIGNAGE ALTERNATIVE

DETAILS

ENERGY RED	WHITE	RICH BLACK

DESCRIPTION

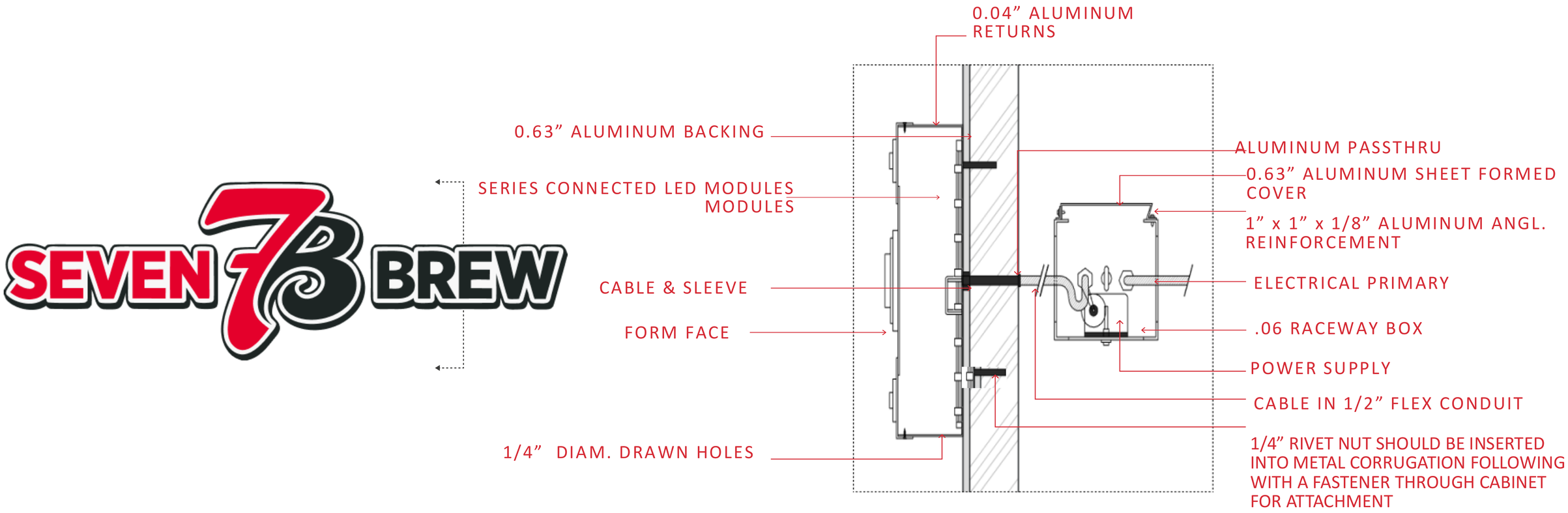
Linear Building Sign Alternate 2.
Only when square footage restrictions apply.
Dimensions: 31 1/16” (H) x 98 1/32” (W) x 5” (D)

Total SQFT 21.08



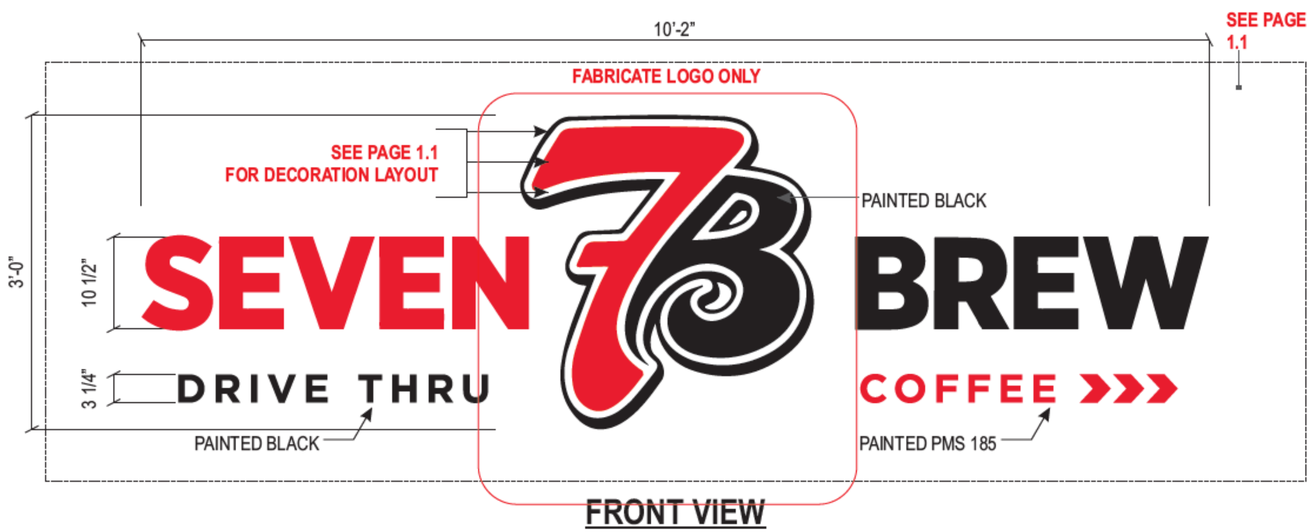
LINEAR BUILDING LOGO SIGN (BS-2 & BS-2*Detail)

REFERENCE PRODUCTION DETAIL

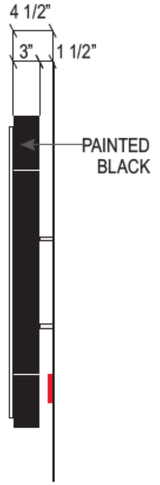


REFERENCE SECTION

ALT - LINEAR BUILDING LOGO SIGN (Halo)



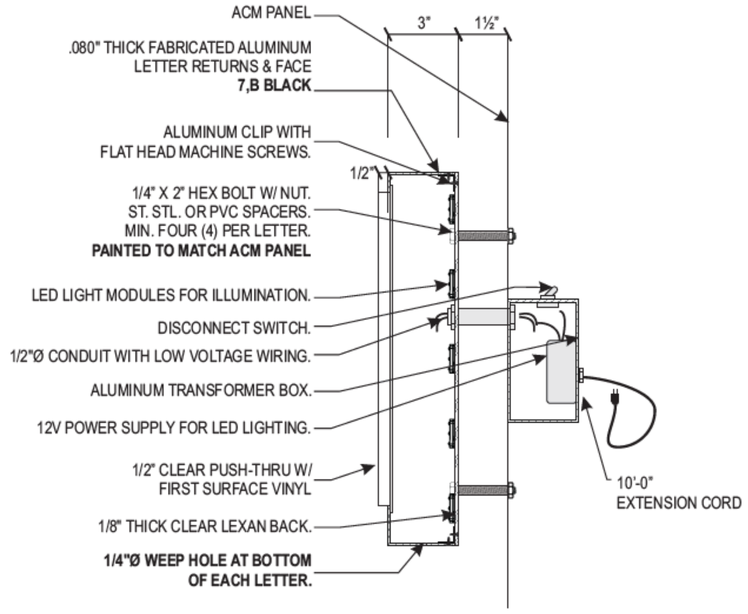
FRONT VIEW



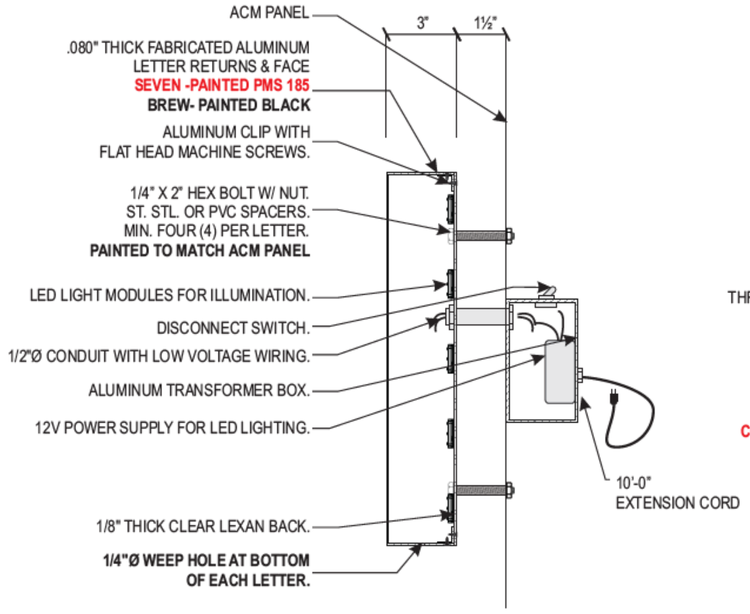
SIDE VIEW



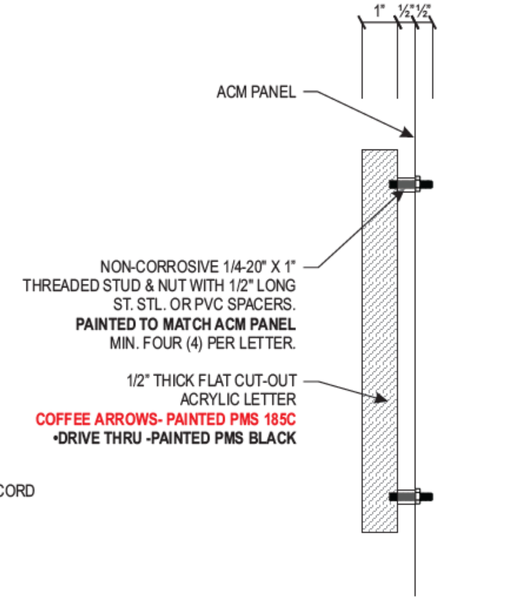
NIGHT RENDERING



2 TYP. HALO-ILLUMINATED CHANNEL LETTER("7B" LOGO) SECTION THRU
SCALE: NOT TO SCALE



2 TYP. HALO-ILLUMINATED CHANNEL LETTER SECTION THRU
SCALE: NOT TO SCALE



3 TYP. FLAT CUT-OUT LETTER SECTION THRU
SCALE: NOT TO SCALE

A 1 FRONT ELEVATION @ ILLUMINATED HALO-LIT LETTERS QTY: 1
SCALE: 3/4"=1'-0" 30.50 SQ. FT.

DRIVE THRU SIGN (BS-3)

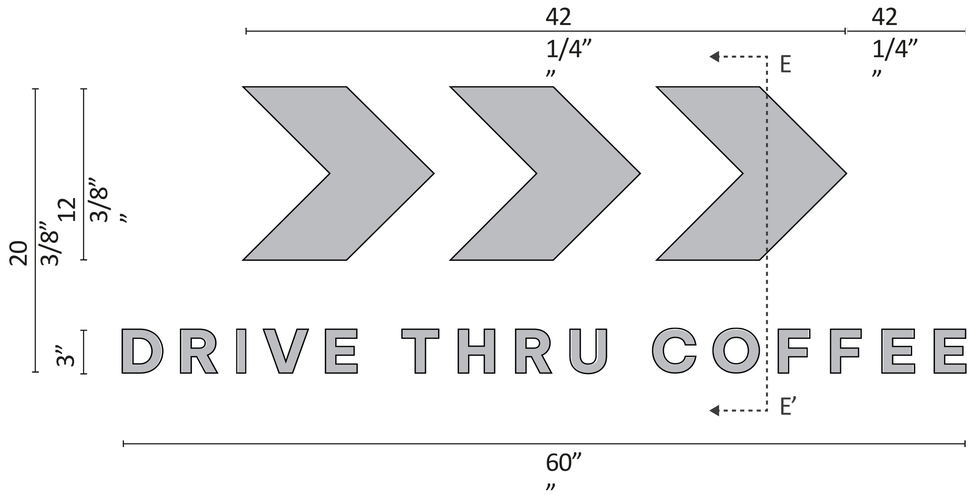
DETAILS

BRUSHED ALUMINUM

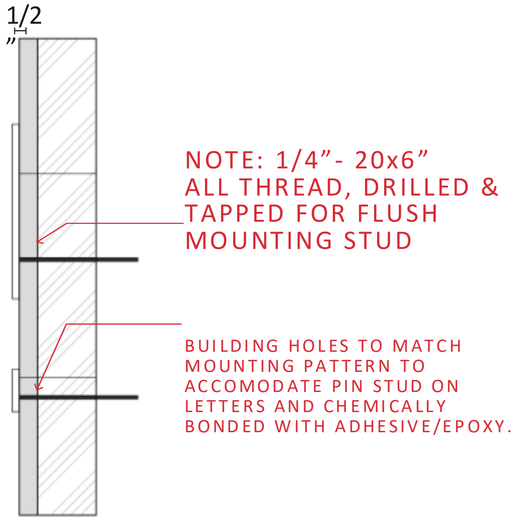
DESCRIPTION

Linear Building Sign.
Non illuminated. Pin mounted.
Dimensions: 20 3/8” (H) x 60” (W) x 1/2” (D)

Total SQFT 7.66



FRONT ELEVATION



SECTION E-E’

DRIVE THRU SIGN (BS-4)

DETAILS

ENERGY
RED

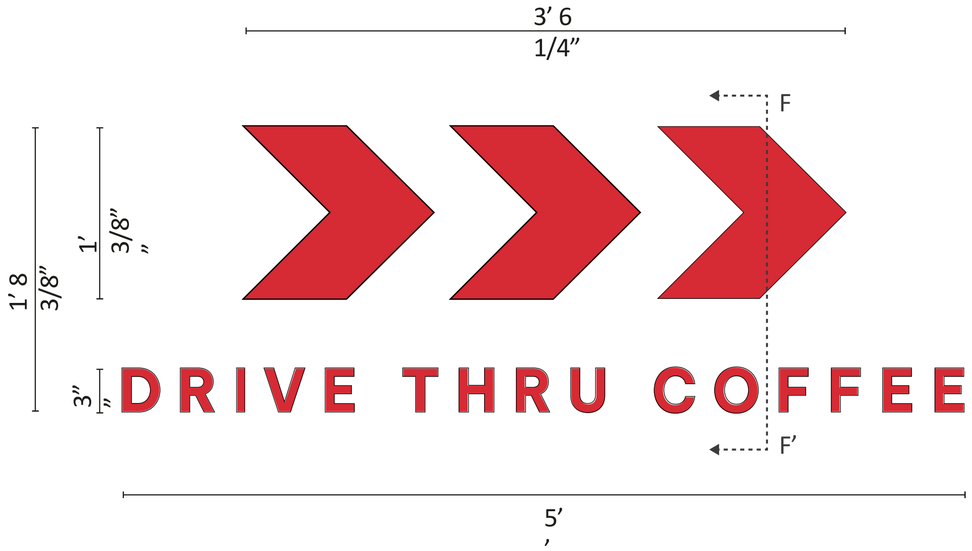
DESCRIPTION

Linear Building Sign.

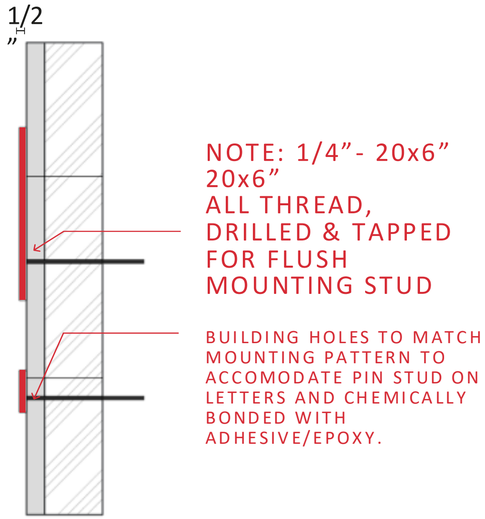
1/2” Thick acrylic flat cut out (FCO) sign painted in red. Backs drilled & tapped to flush stud-mounting-non illuminated.

Dimensions: 20 3/8” (H) x 60” (W) x 1/2” (D)

Total SQFT 7.66



FRONT ELEVATION



SECTION F-F’

APPLICATIONS & CONSTRUCTIONS DETAILS

ARCHITECTURE APPLICATIONS

- PRIMARY FAÇADE - FRONT ELEVATION 13
- SECONDARY FAÇADE - RIGHT SIDE ELEVATION 14
- SECONDARY FAÇADE - LEFT SIDE ELEVATION 15

SECONDARY SIGNAGE APPLICATIONS

- DUAL SIDED BLADE SIGN (DBS-1) 16
- DUAL SIDED DIRECTIONAL SIGN (DIR-1) 17
- MONUMENT SIGN (MS-1) 18
- ALTERNATE MONUMENT SIGN (MS-2) 19-
- PYLON SIGN (PS-1A / PS-1B) 20
- LINEAR PYLON SIGN (PS-2) – (PS-3) 21

03

PRIMARY FAÇADE

ARCHITECTURE APPLICATIONS

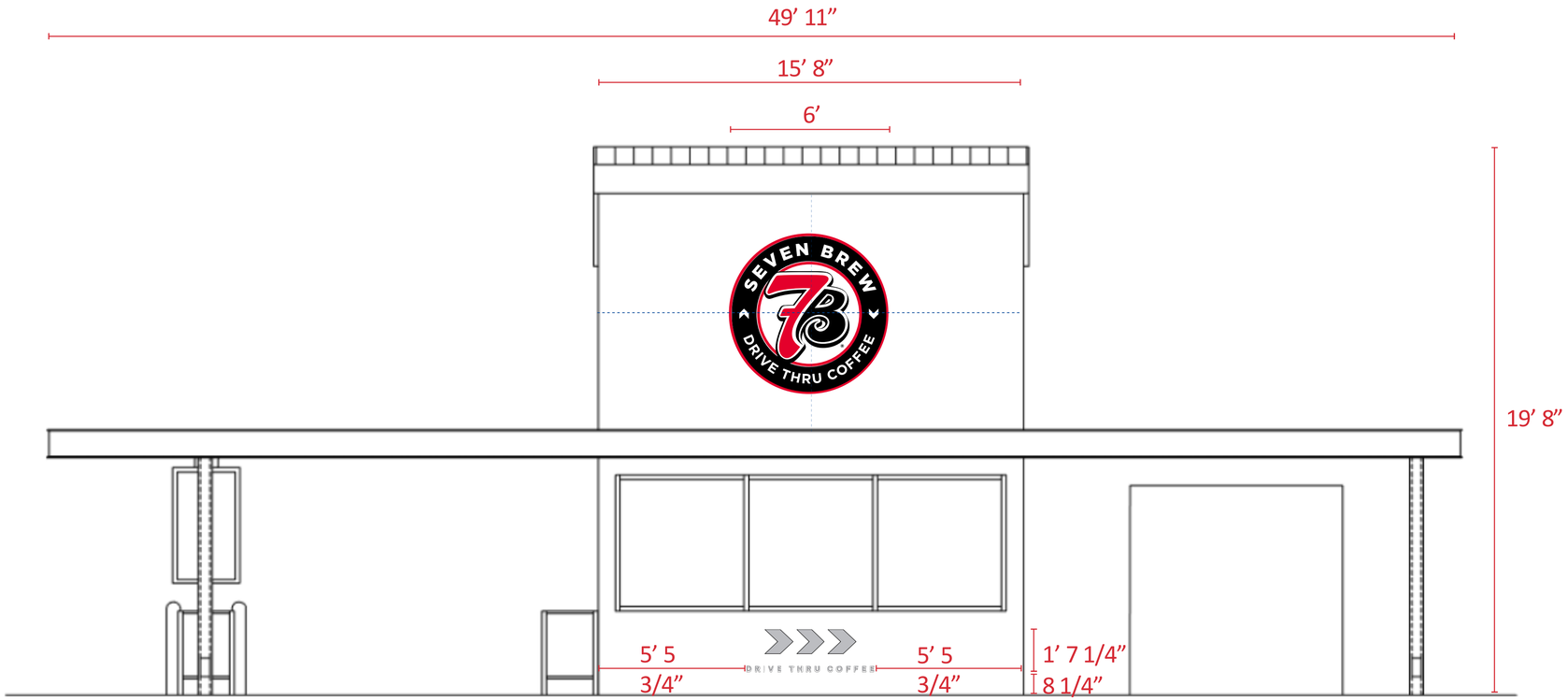
SIGNAGE USED

- Round Medallion Sign (BS-1)

* Centered in the building with arrows level, free space above the canopy.

- Drive thru sign (BS-3)

DRIVE THRU COFFEE



FRONT ELEVATION

SECONDARY FAÇADE

ARCHITECTURE APPLICATIONS

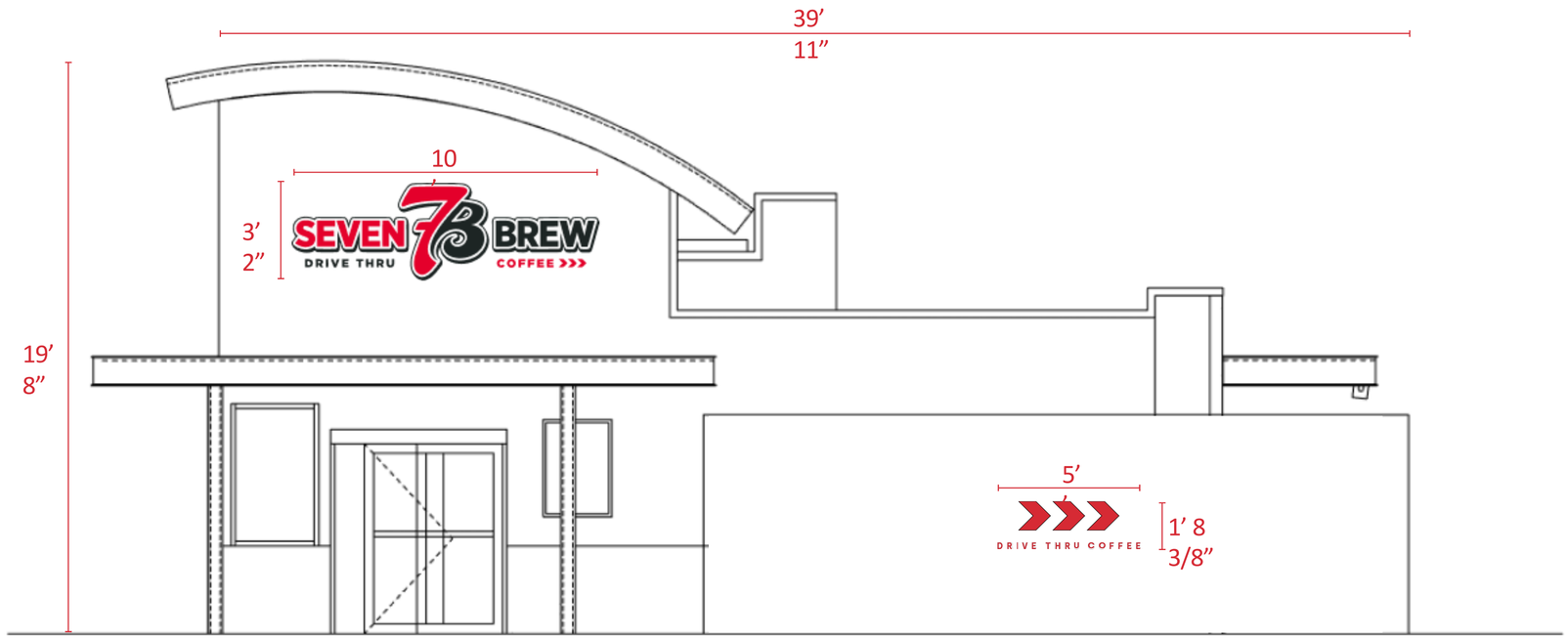
SIGNAGE USED

- Linear Building Sign (BS-2)

* Centered in the building free space between the curve roof line and the canopy.

- Drive thru sign (BS-4)

DRIVE THRU COFFEE



RIGHT SIDE ELEVATION

SECONDARY FAÇADE

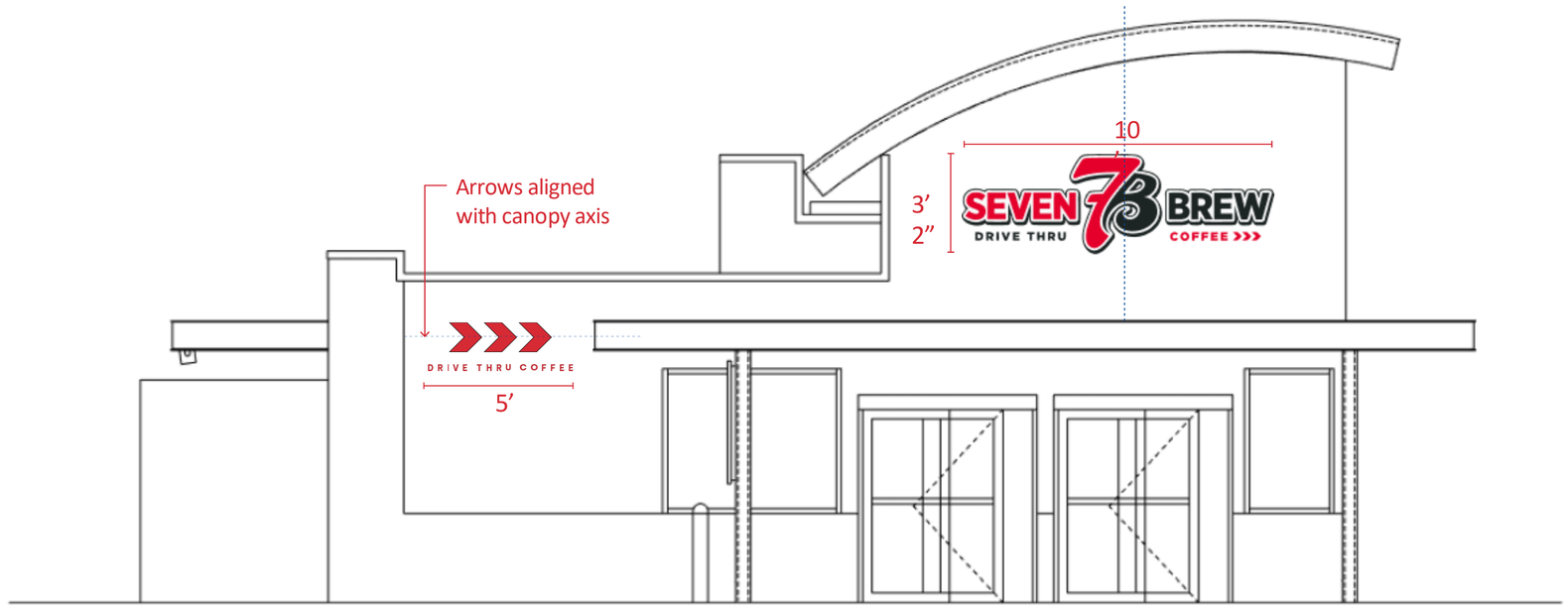
ARCHITECTURE APPLICATIONS

SIGNAGE USED

- Linear Building Sign (BS-2)

* Centered in the building free space between the curve roof line and the canopy.

- Drive thru sign (BS-4)



LEFT SIDE ELEVATION

DUAL SIDED BLADE SIGN (DBS-1)

WALL MOUNTED WALK-THRU MEDALLIOAN SIGN

COLORS USED

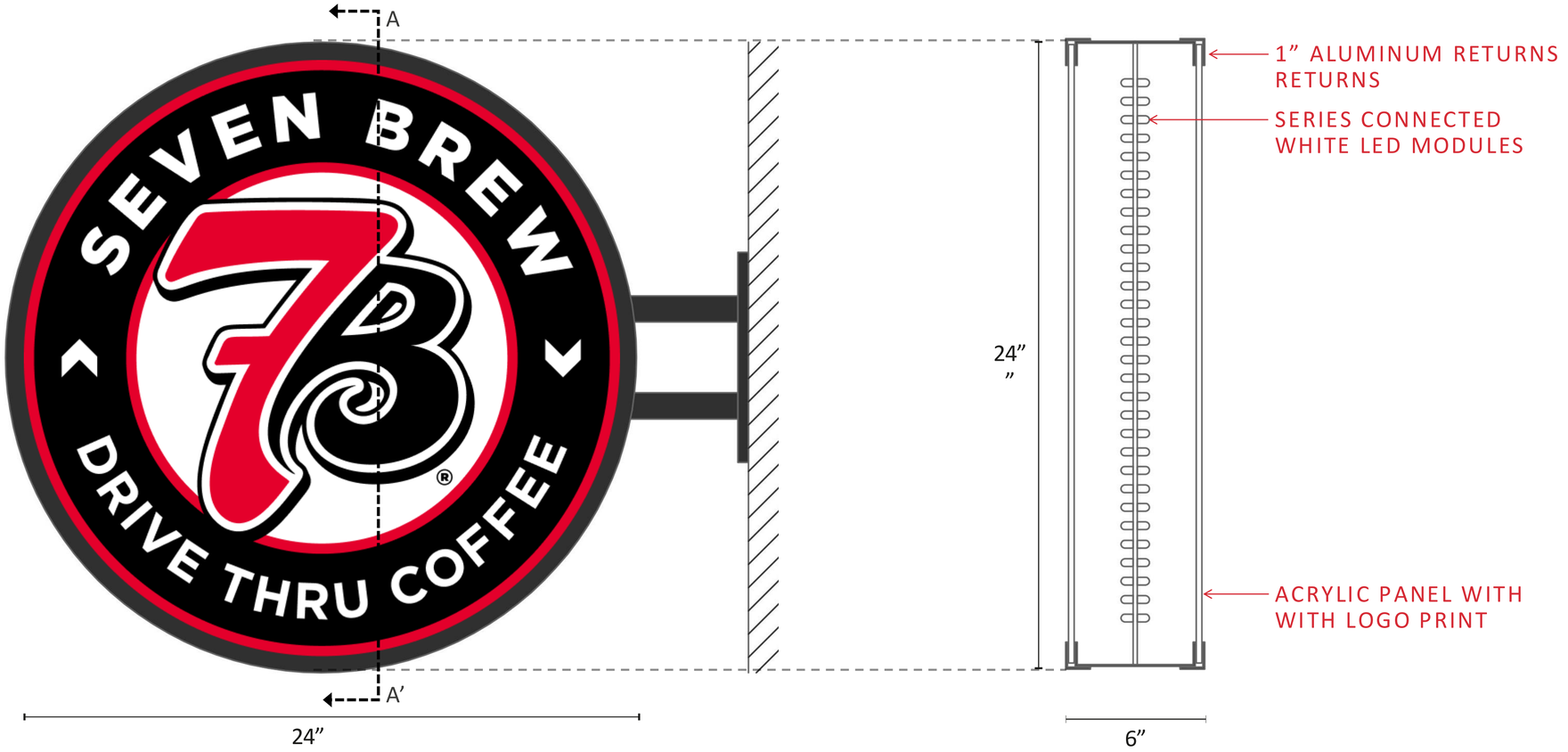
ENERGY RED	WHITE	RICH BLACK

DESCRIPTION

Building Medallion

Sign Face: Acrylic panel with second surface back spray

Logo graphic
Dimensions: 24” (H) x 24” (W) x 6” (D)



FRONT ELEVATION

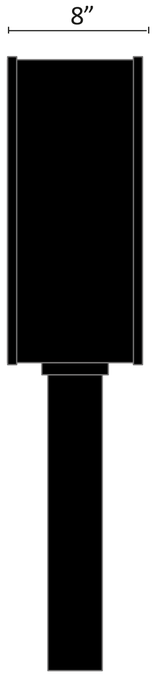
SECTION A-A’

DUAL SIDED DIRECTIONAL SIGN (DIR-1)

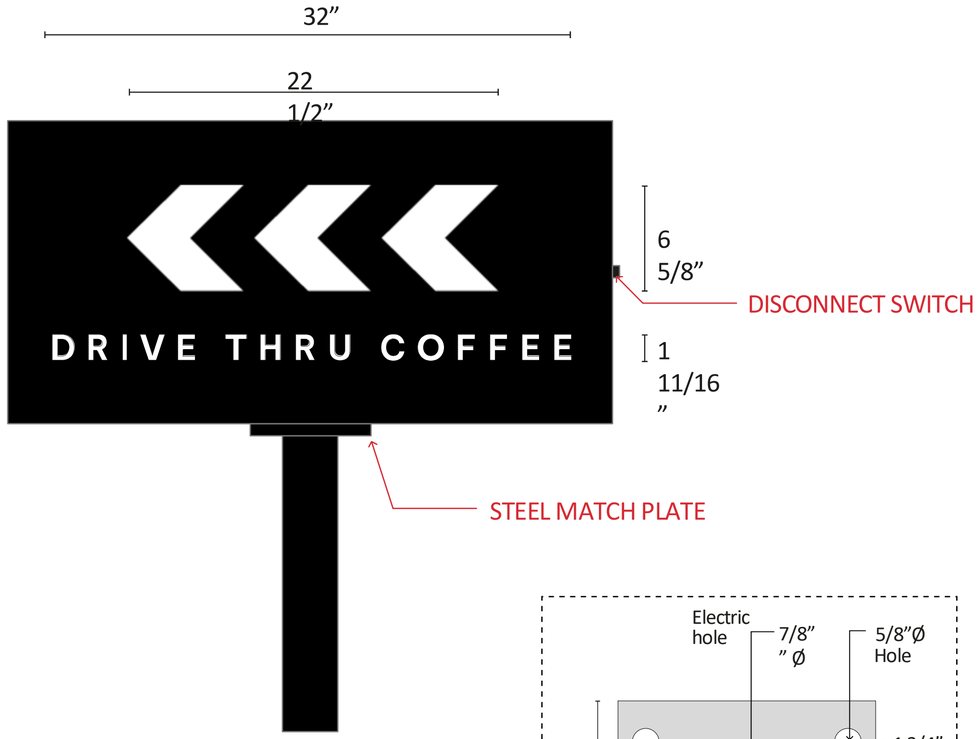
DRIVE THRU SIGN



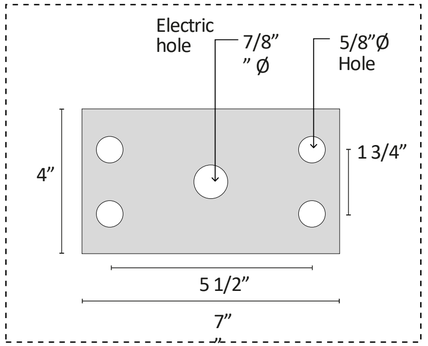
FRONT ELEVATION



ELEVATION G-G’



BACK ELEVATION

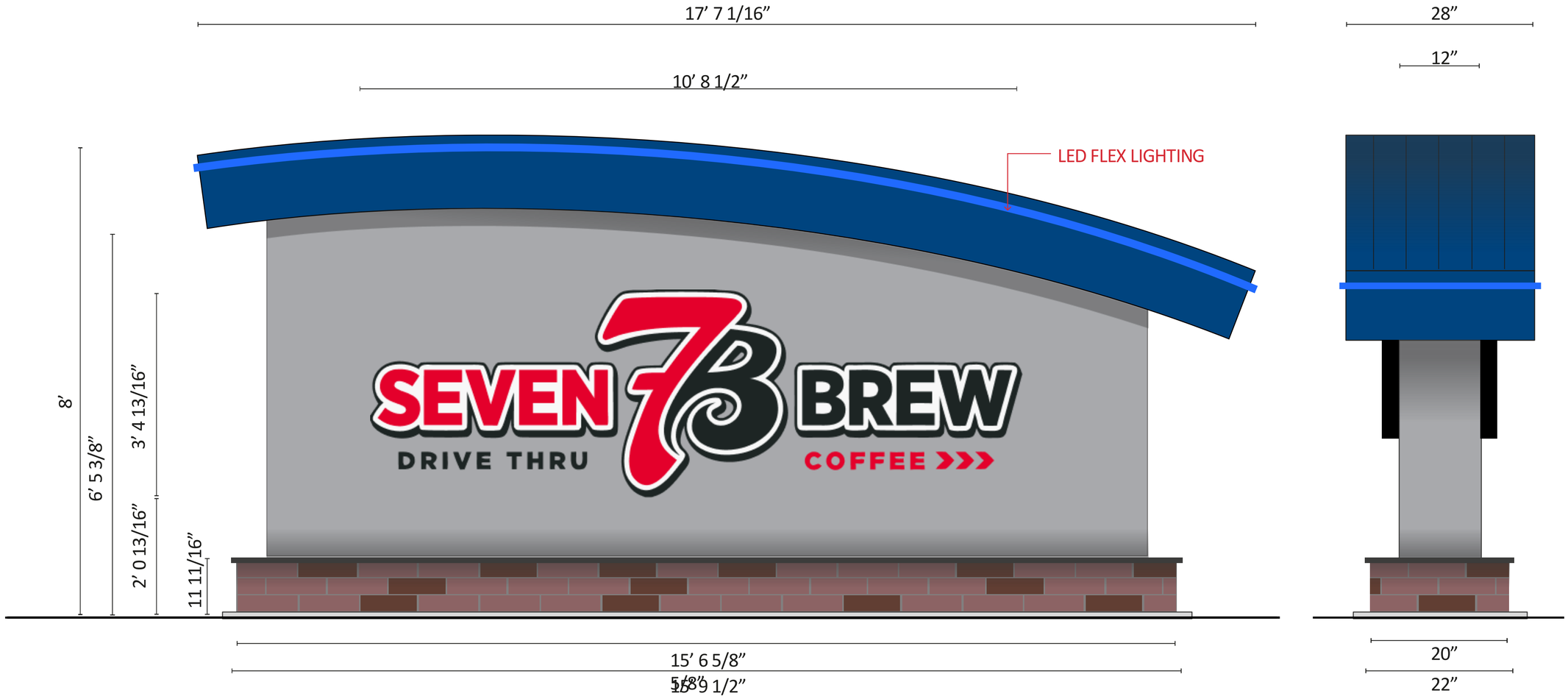


STEEL MATCH PLATE DETAIL

MONUMENT SIGN (MS-1)

COLORS USED

ENERGY RED	WHITE	RICH BLACK	STAND BLUE	PMS Cool Gray 6C



FRONT ELEVATION

SIDE ELEVATION

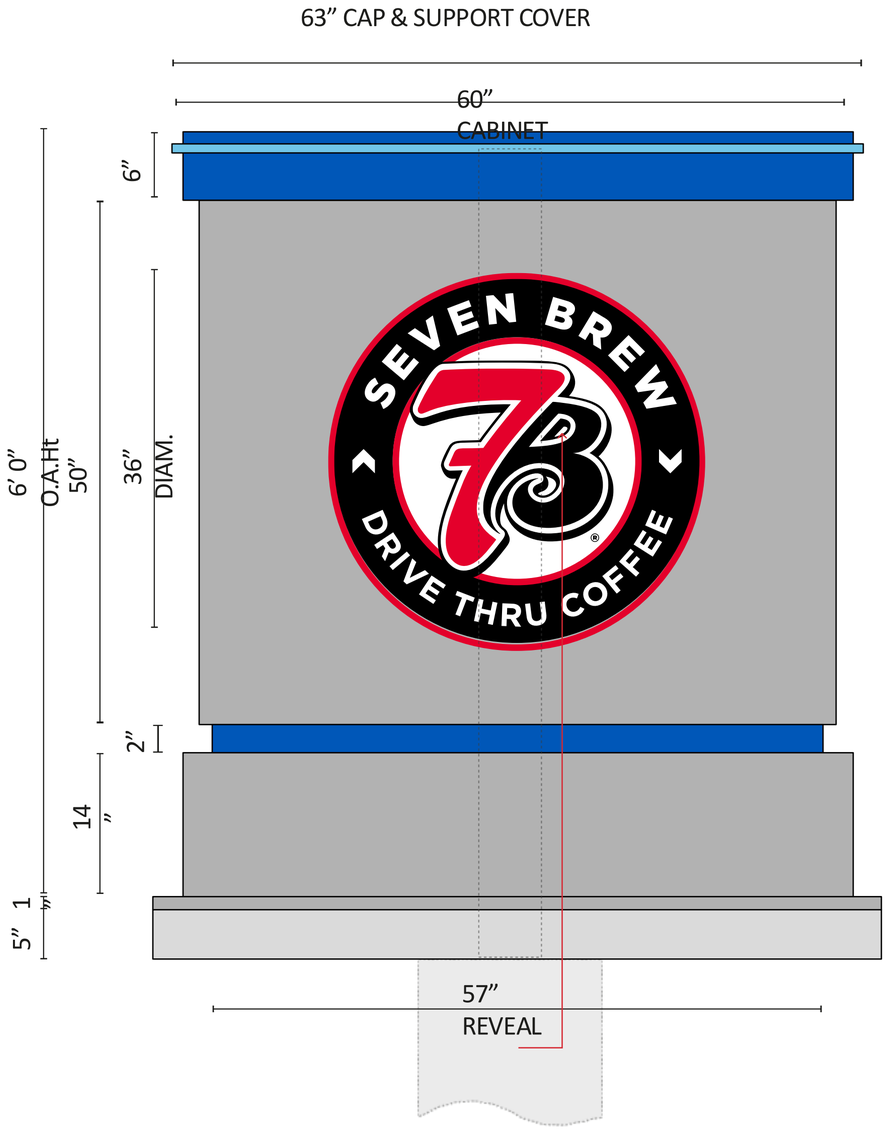
ALTERNATE MONUMENT SIGN (MS-2)

COLORS USED

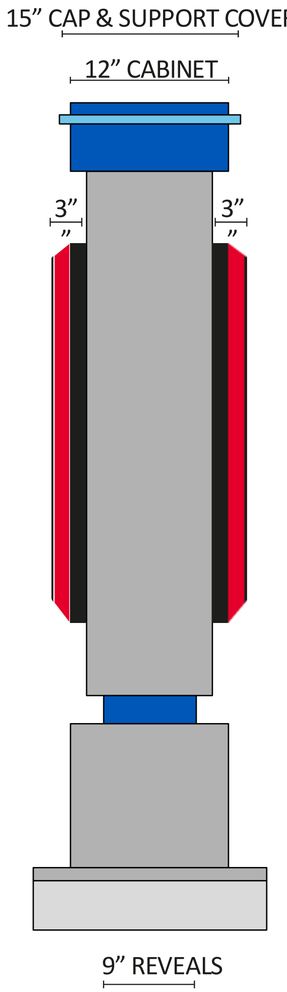
ENERGY RED	WHITE	RICH BLACK	STAND BLUE	PMS Cool Gray 6C

DESCRIPTION

- Metal caping & reveal, painted blue
- LED Flex lighting mounted to topper
- Fabricated cabinet painted to match Pantone Cool Gray 6C
- 3” deep illumintaed logo medallion
- Formed & embossed face w/ logo to match color key
- Internally illuminated with white LED’s
- Weep holes at low points of letters
- Flush-mounted to monument faces
- 6” mow pad 1” above grade at 3” perimeter
- Pier type foundation with steel pipe supports & concrete to require engineering to withstand native conditions & wind load, code, etc…
- Sub-grade electrical service required by GC /Customer’s electrician prior to installation



FRONT ELEVATION



SIDE ELEVATION

PYLON SIGN (PS-1A / PS-1B)

DESCRIPTION

PS-1A Embossed Pylon Medallion

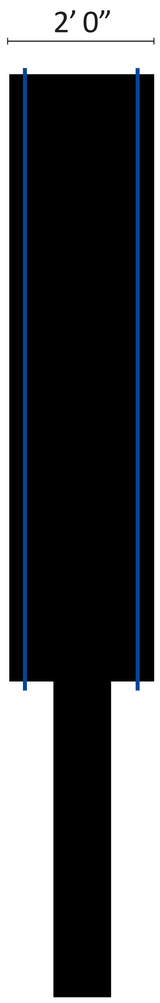
- Dual side illuminated
- Polycarbonate Vacuum formed and embossed faces with second surface back spray
- 2’ Deep Black Cabinet with LED Flex lighting attached to the outside of cabinet

PS-1B Flex Face Pylon Medallion

- Dual side illuminated
- First surface graphics in translucent vinyl
- 2’ Deep Black Cabinet with LED Flex Lighting attached to the outside of cabinet



FRONT ELEVATION



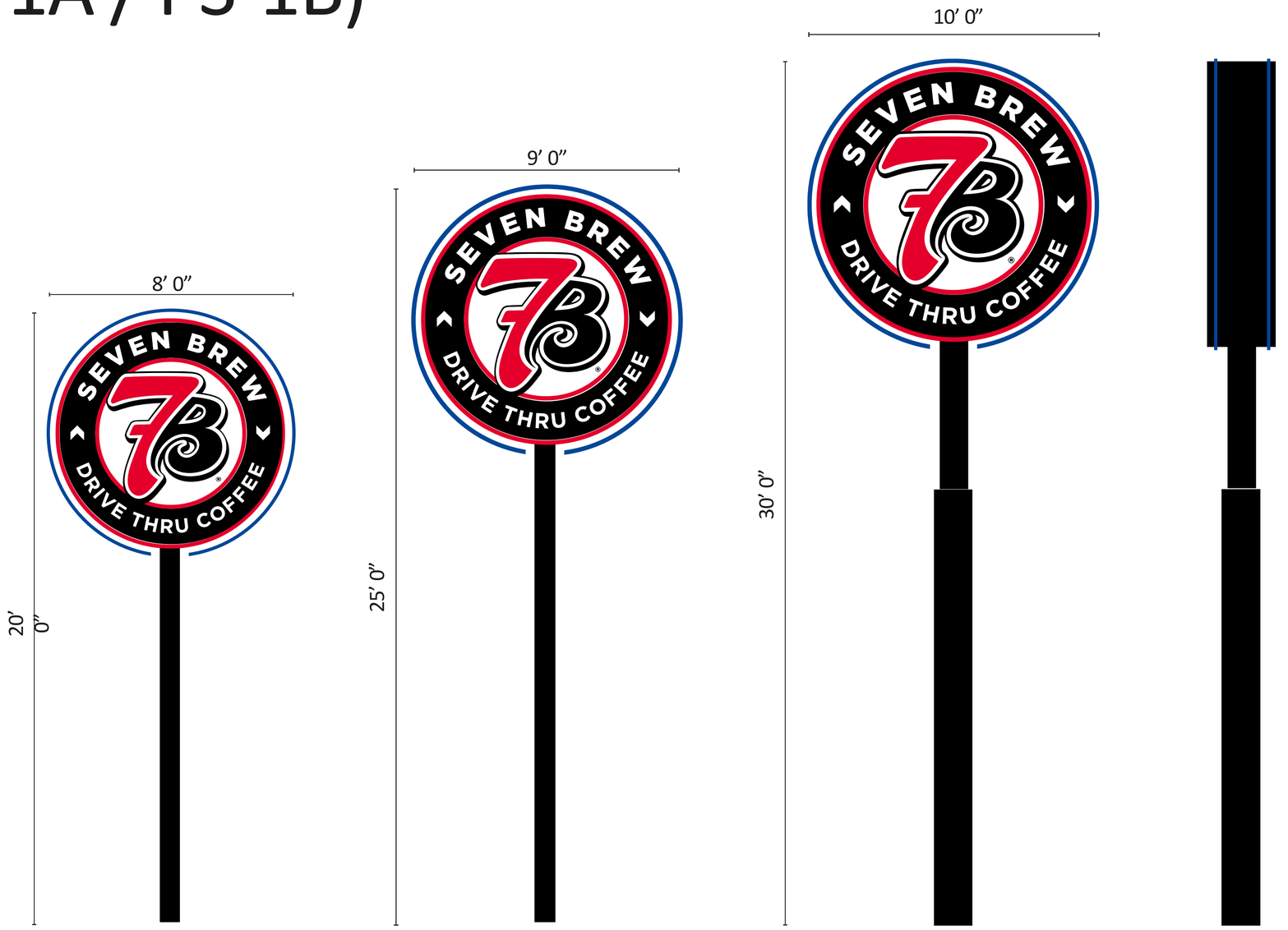
SIDE ELEVATION

PYLON SIGN (PS-1A / PS-1B)

ROUND MEDALION SIGN

DESCRIPTION

- Fabricated aluminum cabinet, painted black and internally illuminated
- Perimeter of cabinet to have LED Flex Lighting
- Signs center mounted on steel pipe (sizes to be determined)



LINEAR PYLON SIGN (PS-2)

COLORS USED

ENERGY RED	WHITE	RICH BLACK	STAND BLUE

EMBOSSING LEVELS

- LEVEL 0 - 1" PAN FORMED
- LEVEL 1 - 1/4"
- LEVEL 2 - 1/4" DEBOSS DEBOSS





FABRICATED ALUMINUM CABINET
SLEEVE MOUNTED ON EXISTING 6.635" O.D. STEEL
CABINET PAINTED BLUE AND INTERNALLY ILLUMINATED

PAN FORMED LEXAN WITH EMBOSSED / DEBOSSED
TRANSKUCENT GRAPHICS - SECOND SURFACE

EXISTING 10 3/4" STEEL PIPE
PAINT PIPE BLACK
*PIPE TRANSITIONS TO 6.635" AT BOTTOM OF CABINET

LINEAR PYLON SIGN (PS-3)

LINEAR BUILDING SIGN

DESCRIPTION

PS-3

- This design is specifically intended for the existing multi-tenant pylon sign





Exterior Digital Menu Board – by Others (Technology Package)

Samsung Model OH55A-S





City Of Whitewater

Conditional Use Permit Application (Public Hearing)

107 Questions

CONDITIONAL USE APPLICATION CHECKLIST

Applicant

1. Fill out Plan Request, Conditional Use Application, Cost Recovery Certificate and
Agreement. A digital copy of all submittal material:
a. Application Forms
b. Landscape plan indicating location, type and size of materials (Please review
Landscaping Guidelines)
c. Stormwater and Erosion Control Applications (if necessary)
d. Lighting (Photometric) Plan
e. Add any other materials you feel are pertinent
2. Application shall include the following Plan requirements:
a. All plans shall be drawn to scale and show all sides of the proposed building.
b. All plans will exhibit property exterior building materials and colors to be used.
c. All plans will exhibit proposed/existing off-street parking stalls and driveway/loading docks.
d. Building elevations must include the lot on which the structure is to be built and
the street(s) adjacent to the lot.
3. Submit fee to City of Whitewater using payment link
https://www.paymentservicenetwork.com/PaymentPage.aspx?acc=RT28287

City Building Inspector/Zoning Administrator

1. Review application for accuracy and all required information.
2. Staff will review information for conformance to Ordinances
3. Engineer will review Stormwater and Erosion Control Plans
4. Landscape Plan will be reviewed Urban Forestry Commission
5. When application is complete and approved by all Staff it will then be forwarded to
the Zoning Specialist.

Zoning Specialist
1. Conditional Use notice will be published in the local newspaper for two-week period
with a one week waiting period for a total of three weeks prior to scheduled public
hearing.
2. Conditional Use notice will be mailed to property owners that abut the property and
those that are within 300 feet minimum/and or further distance at the discretion of zoning administrator from the property.
3. Public Hearing for Conditional Use will be scheduled for the next Plan Commission
meeting after notice has appeared in the newspaper for two weeks.
Process
1. Plan Commission considers applicant's request and staff review is presented by Zoning
Administrator, at the first initial appearance. If Plan Commission recommends changes
and/or revisions, then the applicant must revise site plan, otherwise the matter is
forwarded as is for the second appearance for approval/denial of the final site plan.
NOTE: Plan Commission normally meets the second Monday of each month at 6:00 p.m. If a
public hearing is required, it will be scheduled at the beginning of the Plan Commission
meeting.
Urban Forestry Commission normally meets quarterly the fourth Monday of the month at 5:30 p.m. or as needed to review plans
Llana Dostie, Zoning Specialist
262-473-0144
ldostie@whitewater-wi.gov
Allison Schwark, Zoning Administrator
Municipal Code Enforcement
262-249-6701
mcodeenforcement@gmail.com

General Project Information

1) Project Title (if any) *

7 Brew

Applicant, Agent & Property Owner Information

2) Applicant's First Name *

Jonathan Lippincott

3) Address *

[redacted]

4) City *

[redacted]

5) State *

[redacted]

6) Zip Code *

[redacted]

7) Phone Number *

[redacted]

8) Email Address *

[redacted]

9) Agent Name *

10) Agent Company *

Excel Engineering Inc

11) Address *

[redacted]

12) City *

[redacted]

13) State *

[redacted]

14) Zip Code *

[redacted]

15) Phone Number *

[redacted]

16) Email Address *

[redacted]

17) Owner First Name (if different from applicant) *

John K Sotherland and Elizabeth J Killips-Sotherland

18) Address *

[redacted]

19) City *

[redacted]

20) State *

[redacted]

21) Zip Code *

[redacted]

22) Phone Number *

[redacted]

23) Email Address *

[redacted]

24) Planning Request (check all that apply) *

- [ ] Annexation $500.00
- [x] Site Plan and Architectural Review $150.00 plus $0.05 per sq. ft (Floor Area)
- [x] Conditional Use Permit $275.00
- [ ] Rezone/Land Use Amendment $400.00
- [ ] Planned Unite Development $500.00
- [ ] Preliminary Plat $175.00
- [ ] Final Plat $225.00
- [x] Certified Survey Map $200.00 plus $10.00 per lot
- [ ] Project Concept Review $150.00
- [ ] Joint Conditional Use & Certified Survey Map $500.00 plus $10.00 per lot
- [ ] Joint Rezoning & Certified Survey Map $500.00 plus $10.00 per lot
- [ ] Joint Site Plan & Conditional Use $350.00 plus $0.05 per sq. ft (Floor Area)
- [ ] Board of Zoning AppealsAdjustment $300.00

Translation Services

25) Will translation services be needed during the Plan Board meeting? *

Yes

No

26) If Yes, please specify the language required. *

NA

Conditional Use Permit Application

I, (We) the undersigned owner(s)/agent do hereby petition the Plan Commission to grant a Zoning Amendment.

27) Previous Use of Space *

Commercial Retail

28) Hours of Operations (Weekends) *

5:30 AM - 11 PM

29) Description of Business use or Operations *

7 Brew double drive-through coffee shop

New Business Use/Operation Information

30) Hours of Operations (Weekdays) *

5:30 AM - 11 PM

31) Total Area Space in Square Feet *

826

32) # Full Time Employees *

10 total employees per shift

33) # Toilet Fixtures *

1

34) # of Part Time Employees *

10 total employees per shift

35) Total Employee Hours Per Year (include yourself if self-employed) *

63875

36) Customer Seating *

Yes

No

37) Seating Capacity *

38) Sprinkler System *

Yes

No

39) Hazardous/Flammable Chemicals used/stored *

Yes (must attach MSDS Sheets)

No

Specified Use of Property and Building(s)

40) Building A *

Coffee Shop

41) Building B

Cooler

42) Building C

43) Will there be any problems resulting from this operation such as: (Check all that apply) *

- [ ] Odors
- [ ] Smoke
- [ ] Noise
- [ ] Light
- [ ] Vibrations
- [x] Note

Parking

44) Dimension of parking lot *

64' x 26'

45) Number of Spaces Available *

4

46) Parking Lot Construction *

- [x] Asphalt
- [ ] Concrete

47) Type of Screening *

- [ ] Fencing

- [x] Plantings

48) Is employee parking included in "number of spaces available"? *

- [x] Yes
- [ ] No

Signage(Separate Sign Permit Application Needed)

49) Type (Check all that apply) *

- [ ] Freestanding
- [ ] Monument
- [ ] Projecting
- [ ] Awning/Canopy
- [x] Electronic Message
- [ ] Pylon
- [ ] Arm/Post
- [ ] Window
- [ ] Mobile/Portable or Banner
- [ ] None

☐ Other

50) If other, what type *

NA

51) Location of Signs *

Building

Entertainment

52) Is there any type of music in this proposal? *

Yes (Separate License from Clerk's Office Required)

No

53) Live *

Yes

No

54) When will this be offered to customers *

☐ Monday

☐ Tuesday

- [ ] Wednesday
- [ ] Thursday
- [ ] Friday
- [ ] Saturday
- [ ] Sunday
- [x] None

55) What time(s) will this be offered *

NA

Outdoor Lighting

56) Type *

Pole Mounted & Building Mounter Under Canopy

57) Location *

Interior of site

Utilities

58) Will you be connected to City Water and Sewer *

Yes

No

59) Is there a private well on-site *

Yes

No

60) Types of Refuse Disposal *

Municipal

Private

61) Approval Date by the Department of Natural Resources of the well for proposed use

62) Approval Date by the County Health Department for existing septic system

63) What types of sanitary facilities are to be installed for the proposed operation *

Grease interceptor and 4" lateral

64) Surface Water Drainage Facilities (describe or include in site plan) *

None

Licenses/Permits

65) Is a highway access permit needed from the State, County or local Municipality *

- [x] Yes
- [ ] No

66) Is a cigarette license required? (Separate license from Clerk's office) *

- [ ] Yes
- [x] No

67) Is a liquor license required? (Separate license from Clerk's office) *

- [ ] Yes
- [x] No

68) Did Wisconsin Department of Safety and Professional Services Division of Industry Services approve building plans *

Yes

No

69) Permitted Conditional Uses (Please check all that apply) *

- [ ] Planned Residential Development
- [ ] First Wireless telecommunications facility located on alternative structure only
- [ ] Attached townhouse dwellings up to four units per building
- [ ] Public and semipublic uses
- [ ] Multifamily dwellings and attached dwellings, over four units (new construction only)
- [ ] Any building over forty feet
- [ ] Conversion of existing structures resulting in more dwelling units
- [ ] Dwelling units with occupancy of six or more unrelated persons
- [x] All uses with a drive-in and drive-thru facilities
- [ ] Automobile repair and service
- [ ] Taverns and other places selling alcoholic beverages by the drink
- [ ] Daycare centers, adult, child and doggie

- [ ] Large Retail and Commercial Service Developments
- [ ] Motor Freight Transportation
- [ ] Light manufacturing and retail uses
- [ ] Home Occupations/Professional Home offices requiring customer access
- [ ] Bed and Breakfast establishments
- [ ] Conversion of existing single-family dwellings to two-family attached dwellings
- [ ] Professional business offices in a building where principal use is residential
- [ ] Fraternity or sorority houses and group lodging facilities
- [ ] Planned Development
- [ ] Conversion of existing units with less than five bedrooms to five or more bedrooms
- [ ] Entertainment establishments, including clubs but excluding adult entertainment
- [ ] Automobile and small engine vehicles sales and rental facilities
- [ ] Car washes
- [ ] Gasoline service stations, including incidental repair and service
- [ ] Funeral homes and crematory services
- [ ] Liquor or tobacco stores

- [ ] Wholesale trade of durable and nondurable goods
- [ ] Salvage Yards

Signatures

By signing below, I certify that the above information is true and accurate account of the information requested for my business site and its operation and use. Should an inspection be required, I agree to all the Inspector(s) reasonable access to the space to verify compliance with the Municipality's Ordinance. In addition, I fully understand that completion of this or its approval does not preclude me from complying with all applicable State Statues or Municipal Ordinances regarding my business and its lawful operations.

70) Applicant's Signature *

Eric Drazkowski

71) Date *

12/10/2026 04:00:00 PM

Cost Recovery Certificate and Agreement

Pursuant to Ordinance 19.74.010 and 16.04.270 of the City of Whitewater Municipal Code

The undersigned applicant hereby acknowledges and agrees to be bound by Ordinances 19.74.010 and 16.04.270 of he City of Whitewater Municipal Code, providing for city recovery of all city costs and disbursements incurred directly or indirectly related to the Applicant’s request. All costs incurred by the city in the consideration of any requests by the Applicant related to the Applicant’s request shall be recoverable, including by not limited to, all professional and technical consultant services and fees retained by the city and rendered in review of any application, including the engineer, planner, attorney, or any other professional or expert hired by the village for purposes of review of the application or pre-submission request. The Applicant agrees to reimburse the City for all costs recoverable pursuant to the terms of the above numbered ordinance within the time period set forth by the City of Whitewater Municipal Code. At no time shall any cost recoverable fees be waived, except through the process of a written request by the Applicant and the Common Council, review and

evaluation by the Common Council, and official action taken by the Common Council.

Project Information

72) Project Name *

7 Brew

73) Project Location *

[redacted]

Applicant Information

74) Name *

Jonathan Lippincott

75) Mailing (Billing) Address *

[redacted]

76) Phone *

[redacted]

77) Email Address *

[redacted]

Attorney Information

78) Name *

NA

79) Phone *

000-000-0000

80) Email Address *

[redacted]

81) Signature of Applicant *

Eric Drazkowski

82) Date *

12/10/2026 04:00:00 PM

Note to Applicant:

The City Engineer, Attorney and other City professionals and staff, if requested by the City to review your request, will be billed for their time at an hourly rate which is adjusted from time to time by agreement with the City. Please inquire as to the current hourly rate you can expect from this work. In addition to these rates, you will be asked to reimburse the City for those additional costs set forth in 19.74.10 and 16.04.270 of the Municipal Code.

Rates

City Administration Hourly Rate Shall Not Exceed
Director of Community Development: Mason Becker $59.53

Director of Public Works: Brad Marquardt $79.73
Director of Finance: Rachelle Blitch $72.71
Clerk: Heather Boehm $43.91
Deputy Clerk: Tiffany Albright $29.64
Zoning Specialist Llana Dostie $41.70
City Attorney
Attorney Steven Cheseboro $89.41
City Engineer
Strand and Associates $247.63
Primary Contact: Mark Fischer
City Planners and Zoning Administrator
Primary Contact: Allison Schwark $50.00

83) Site Plan Upload *

2026-10-12-260348200-Sealed Civil Plans.pdf

84) Landscaping Plan Upload *

260348200c-1_4.pdf

85) Lighting Plan Upload *

260348200c-3_1.pdf

86) MSDS Sheets *

Project Narrative.pdf

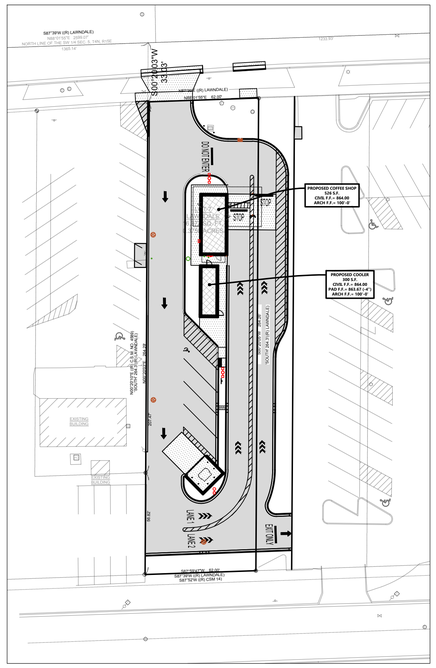
87) Other Information *

7369.00 CSM 20261007.pdf, EC - Web Soil Survey.pdf, EC Permit App-Checklist-Signed.pdf, Floor Plan, Elevations, Dumpster Detail.pdf, Parking Leniency - Whitewater Plaza.pdf, Project Narrative.pdf, Sign_Brand_Book_Oct_2026.pdf

PROPOSED COFFEE SHOP FOR:

7 BREW - WHITEWATER

WHITEWATER, WI



SITE PLAN OVERVIEW

TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

CALL DIGGERS HOTLINE
1-800-242-8511

TOLL FREE TELEFAX (414) 259-0947
TDD (FOR THE HEARING IMPAIRED)
1-800 542-2289

WISCONSIN STATUTE 182.0175 (1974)
REQUIRES MINIMUM OF 3 WORK DAYS
NOTICE BEFORE YOU EXCAVATE

EXCEL LEGEND

NOTE: ALL SYMBOLS SHOWN MAY NOT APPEAR ON DRAWINGS.

SYM.	IDENTIFICATION	SYM.	IDENTIFICATION
SPOT ELEVATIONS			
000.00	PROPOSED SPOT ELEVATIONS (FLOW LINE OF CURB UNLESS OTHERWISE SPECIFIED)	000.00 TC 000.00 FL	PROPOSED SPOT ELEVATIONS (TOP OF CURB, FLOWLINE OF CURB)
000.00 EG	EXISTING GRADE SPOT ELEVATIONS		
000.00 BG 000.00 FG	PROPOSED SPOT ELEVATIONS (REFERENCE R-WALL DETAIL) BG-FINISHED SURFACE GRADE AT BACK OF WALL FG-FINISHED SURFACE GRADE AT FRONT OF WALL	000.00 TW 000.00 BW	PROPOSED SPOT ELEVATIONS (TOP OF WALK, BOTTOM OF WALK @ FLOWLINE)
PROPOSED SITE SYMBOLS			
	PROPOSED DRAINAGE FLOW	CO	PROPOSED CLEANOUT
	PROPOSED WATER VALVE IN BOX	DS	PROPOSED DOWNSPOUT
	PROPOSED WELL		PROPOSED APRON END SECTION
	PROPOSED LIGHT POLE		SOIL BORING
	PROPOSED STORM CATCH BASIN - ST CB		CENTER LINE
	PROPOSED STORM FIELD INLET - ST FI		PROPOSED HANDICAP PARKING STALL
	PROPOSED STORM CURB INLET - ST CI		PROPOSED SIGN
PROPOSED LINETYPES			
	PROPOSED PROPERTY LINE		INTERIOR PROPERTY LINE
ST	PROPOSED STORM SEWER AND MANHOLE - ST MH		RAILROAD TRACKS
SA	PROPOSED SANITARY SEWER AND MANHOLE - SAN MH	800	EXISTING GROUND CONTOUR
W	PROPOSED WATER LINE AND HYDRANT	800	PROPOSED GROUND CONTOUR
	PROPOSED CURB AND GUTTER	POL	PROPOSED POLISH SEWER AND MANHOLE
	GRADING/SEEDING LIMITS	P	PROPOSED PROCESS SEWER AND MANHOLE
	RIGHT-OF-WAY LINE	CLW	PROPOSED CLEAR WATER LINE
T	PROPOSED UNDERGROUND TELEPHONE CABLE	G	PROPOSED UNDERGROUND GAS LINE
	PROPOSED GUARD RAIL	E	PROPOSED UNDERGROUND ELECTRIC CABLE
FO	PROPOSED UNDERGROUND FIBER OPTIC LINE		

PROJECT CONTACTS

OWNER INFORMATION:
Brew 4 You
Contact: Jonathan Lippincott
27 Central Avenue
Cortland, NY 13045
Phone: (479) 414-9342
Email: jonathan@7brew4you.com

CIVIL:
EOR: Eric Drazkowski, P.E.
Contact: Zach Becker
Phone: (920) 926-9800
E-mail: zach.becker@excelengineer.com

CITY PLANNER:
Llana Dostie
Phone: (262) 473-0144
E-mail: ldostie@whitewater-wi.gov

CITY FIRE CHIEF:
Kelly Fereeman
Phone: (262) 473-0116
E-mail: kfreeman@whitewater-wi.gov

CITY DIRECTIOR OF PUBLIC WORKS:
Brad Marquardt
Phone: (262) 473-0139
E-mail: BMarquardt@whitewater-wi.gov

LOCATION MAP





NTS

PROJECT NOTES

GENERAL PROJECT NOTES

1. ALL DRIVEWAYS AND CURB CUTS TO BE CONSTRUCTED ACCORDING TO LOCAL ORDINANCES. CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS.
2. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL WORK IN ROW PERMITS.
3. PRIOR TO CONSTRUCTION CONTRACTOR TO OBTAIN WRITTEN PERMISSION FROM NEIGHBORING PROPERTY OWNER FOR ALL SITE IMPROVEMENTS ON ADJACENT PROPERTY

SHEET INDEX

SHEETS BELOW INTENDED TO BE PRINTED IN: COLOR. REFER TO DIGITAL FORMAT DRAWINGS IF PRINTED GRAYSCALE TO ENSURE SCOPE CLARITY.

NUMBER	SHEET NAME / DESCRIPTION
C0.1	COVER SHEET
C0.2	SPECIFICATIONS
C1.0	EXISTING SITE AND DEMOLITION PLAN
C1.1A	SITE PLAN
C1.1B	STRIPING PLAN
C1.2	GRADING AND EROSION CONTROL PLAN
C1.3	UTILITY PLAN
C1.4	LANDSCAPE AND RESTORATION PLAN
C2.0	DETAILS
C3.1	SITE PHOTOMETRIC PLAN & DETAILS
C3.2	GREASE INTERCEPTOR DETAIL AND SCHEDULE

PINNACLE LEGEND

	SANITARY MANHOLE		COMM PEDESTAL		SIGN
	STORM MANHOLE		COMM MANHOLE		BOLLARD
	CLEANOUT		COMM VAULT		FLAG POLE
	DISK		COMM JUNCTION BOX	AC	AIR CONDITIONER
	CURB INLET		COMM MARKER	MB	MAIL BOX
	CATCH BASIN (SQUARE)		FIBER PEDESTAL		CONIFEROUS TREE
	CATCH BASIN (ROUND)		FIBER MANHOLE		DECIDUOUS TREE
	DOWNSPOUT		FIBER VAULT		BUSH
	WATER MANHOLE		FIBER MARKER		HANDICAP SYMBOL
	WATER VALVE		FIBER JUNCTION BOX		IRON PIPE
	WATER SHUT-OFF		TRAFFIC CONTROL BOX		IRON REBAR
	WELL		TRAFFIC MANHOLE		MAG NAIL
	FIRE DEPT. CONNECTION		TRAFFIC SIGNAL		CHISELED CROSS
	HYDRANT		ELECTRIC PEDESTAL		MONUMENT
	SPRINKLER		ELECTRIC MANHOLE	R.O.W.	=RIGHT OF WAY
	GAS MARKER		ELECTRIC METER	CL.	=CENTERLINE
	GAS METER		TRANSFORMER	CONC.	=CONCRETE
	GAS VALVE		UTILITY POLE	EL.	=ELEVATION
	YARD LIGHT		GUY WIRE	EXT.	=EXISTING
	LIGHT POLE		UNKNOWN MANHOLE	INV.	=INVERT
	SANITARY SEWER			MON.	=MONUMENT
	STORM SEWER			SEC.	=SECTION
W	WATER MAIN			SQ. FT.	=SQUARE FEET
G	GAS MAIN			W/	=WITH
E	ELECTRIC LINE			(R)	=RECORDED AS
COM	COMMUNICATION LINE			(D)	=DEEDED AS
FO	FIBER OPTIC LINE			P.O.B.	=POINT OF BEGINNING
OHW	OVERHEAD WIRES			P.O.C.	=POINT OF COMMENCEMENT
WET	WETLAND BOUNDARY				
	NO ACCESS				

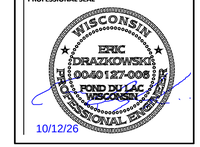
CIVIL COVER SHEET

EXCEL
Always a Better Plan
100 Camelot Drive
Fond du Lac, WI 54935
920-926-9800
excelengineer.com

PROJECT INFORMATION

PROPOSED COFFEE SHOP FOR:
7 BREW - WHITEWATER
1155 W MAIN ST • WHITEWATER, WI 53190

PROFESSIONAL SEAL



SHEET DATES

ISSUED FOR APPROVAL

IFA OCT. 12, 2026

JOB NUMBER
260348200

SHEET NUMBER
C0.1

CIVIL SPECIFICATIONS

DIVISION 31 EARTH WORK

31 10 00 SITE CLEARING (DEMOLITION)

A. CONTRACTOR SHALL CALL DIGGER'S HOT LINE AND CONDUCT A PRIVATE UTILITY LOCATE AS REQUIRED TO ENSURE THAT ALL UTILITIES HAVE BEEN LOCATED BEFORE STARTING SITE DEMOLITION. DESIGN ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES BETWEEN PLAN AND FIELD CONDITIONS PRIOR TO CONSTRUCTION.

B. CONTRACTOR TO FIELD TELEVISE ALL EXISTING SANITARY AND STORM LATERALS THAT ARE SCHEDULED TO BE RE-USED AND/OR CONNECTED TO ON SITE AT TIME OF DEMOLITION. THE TELEVISING SHALL BE COMPLETED TO ENSURE THE EXISTING LATERAL(S) ARE FREE OF OBSTRUCTIONS AND IN SOUND STRUCTURAL CONDITION. TELEVISING OF THESE LATERAL(S) SHOULD BE COMPLETED AT BEGINNING OF CONSTRUCTION AND DESIGN ENGINEER SHALL BE NOTIFIED OF ANY PIPE OBSTRUCTIONS AND/OR STRUCTURAL DEFICIENCIES IMMEDIATELY AFTER COMPLETION OF FIELD TELEVISING.

C. DEMOLITION PLAN IS AN OVERVIEW OF DEMOLITION TO TAKE PLACE ON SITE. CONTRACTOR TO FIELD VERIFY EXISTING SITE CONDITIONS PRIOR TO BIDDING. CONTRACTOR SHALL REMOVE, REPLACE, OR DEMOLISH ALL ITEMS AS NEEDED DURING CONSTRUCTION.

D. CONTRACTOR TO PROTECT EXISTING IMPROVEMENTS THAT ARE SCHEDULED TO REMAIN. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPLACED AT CONTRACTORS EXPENSE.

E. ALL CONCRETE NOTED TO BE REMOVED SHALL BE REMOVED TO THE NEAREST CONTROL JOINT.

31 20 00 EARTH MOVING

A. CONTRACTOR SHALL CALL DIGGER'S HOT LINE AND CONDUCT A PRIVATE UTILITY LOCATE AS REQUIRED TO ENSURE THAT ALL UTILITIES HAVE BEEN LOCATED BEFORE STARTING EXCAVATION. DESIGN ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES BETWEEN PLAN AND FIELD CONDITIONS PRIOR TO CONSTRUCTION.

B. PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT FOR ALL EXCAVATION, GRADING, FILL AND BACKFILL WORK AS REQUIRED TO COMPLETE THE GENERAL CONSTRUCTION WORK. ALL EXCAVATION AND BACKFILL FOR ELECTRICALS AND MECHANICALS ARE THE RESPONSIBILITY OF THE RESPECTIVE CONTRACTOR UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS.

C. ALL ORGANIC TOPSOIL INSIDE THE BUILDING AREA, UNDER PAVED AREAS, AND AT SITE FILL AREAS SHALL BE REMOVED. PROOF ROLL SUBGRADES BEFORE PLACING FILL WITH HEAVY PNEUMATIC TIRED EQUIPMENT, SUCH AS A FULLY-LOADED TANDEM AXLE DUMP TRUCK, TO IDENTIFY SOFT POCKETS AND AREAS OF EXCESS YIELDING. CONTRACTOR SHALL VERIFY TOPSOIL DEPTHS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REVIEW AND FOLLOW THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT AND ACCOUNT FOR EXISTING CONDITIONS PRIOR TO SUBMITTING BID FOR THE PROJECT. EXCESS MATERIALS SHALL BE REMOVED FROM THE SITE UNLESS OTHERWISE DIRECTED IN THE PLANS OR BY LOCAL ZONING REQUIREMENTS.

D. PLACE AND COMPACT FILL MATERIAL IN LAYERS TO REQUIRED ELEVATIONS. UNIFORMLY MOISTEN OR AERATE SUBGRADE AND EACH SUBSEQUENT FILL OR BACKFILL LAYER BEFORE COMPACTION AS RECOMMENDED TO ACHIEVE SPECIFIED DRY DENSITY. REMOVE AND REPLACE, OR SCARIFY AND AIR DRY, OTHERWISE SATISFACTORY SOIL MATERIAL THAT IS TOO WET TO COMPACT TO SPECIFIED DRY DENSITY.

E. PLACE BACKFILL AND FILL MATERIALS IN LAYERS NOT MORE THAN 8" IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HEAVY COMPACTION EQUIPMENT, AND NOT MORE THAN 4" IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HAND-OPERATED TAMPERS.

F. COMPACT THE SOIL TO NOT LESS THAN THE FOLLOWING PERCENTAGES OF MAXIMUM DRY DENSITY ACCORDING TO ASTM D 698, STANDARD PROCTOR TEST. FILL MAY NOT BE PLACED ON FROZEN GROUND AND NO FROZEN MATERIALS MAY BE USED FOR BACK FILL. APPLY THE MORE STRINGENT REQUIREMENTS WHEN COMPARING BETWEEN THE FOLLOWING AND THE GEOTECHNICAL REPORT.
   1. UNDER FOUNDATIONS - SUBGRADE, AND EACH LAYER OF BACKFILL OR FILL MATERIAL, TO NOT LESS THAN 98 PERCENT.
   2. UNDER INTERIOR SLAB-ON-GRADE WHERE GROUNDWATER IS MORE THAN 3 FEET BELOW THE SLAB - PLACE A DRAINAGE COURSE LAYER OF 3/4" CRUSHED STONE, WITH 5% TO 12% FINES, PER THICKNESS INDICATED ON FOUNDATION PLANS ON PREPARED SUBGRADE. COMPACT THE SUBGRADE AND DRAINAGE COURSE TO NOT LESS THAN 95 PERCENT.
   3. UNDER INTERIOR SLAB-ON-GRADE WHERE GROUNDWATER IS WITHIN 3 FEET OF THE SLAB SURFACE- PLACE A DRAINAGE COURSE LAYER OF CLEAN 3/4" CRUSHED STONE, WITH NO MORE THAN 5% FINES, PER THICKNESS INDICATED ON FOUNDATION PLANS ON PREPARED SUBGRADE. COMPACT THE SUBGRADE AND DRAINAGE COURSE TO NOT LESS THAN 95 PERCENT.
   4. UNDER EXTERIOR CONCRETE AND ASPHALT PAVEMENTS - COMPACT THE SUBGRADE AND EACH LAYER OF BACKFILL OR FILL MATERIAL TO NOT LESS THAN 95 PERCENT.
   5. UNDER WALKWAYS - COMPACT SUBGRADE AND EACH LAYER OF BACKFILL OR FILL MATERIAL TO NOT LESS THAN 95 PERCENT.
   6. UNDER LAWN OR UNPAVED AREAS - COMPACT SUBGRADE AND EACH LAYER OF BACKFILL OR FILL MATERIAL, TO NOT LESS THAN 85 PERCENT.

G. CONTRACTOR SHALL ENGAGE A QUALIFIED INDEPENDENT TESTING AND INSPECTING AGENCY TO PERFORM FIELD TESTS AND INSPECTIONS. CONTRACTOR SHALL PROVIDE DOCUMENTATION OF PASSING DENSITY TESTING AND PROOF-ROLLING TO ENGINEER UPON COMPLETION. IT IS SUGGESTED THAT THE GEOTECHNICAL FIRM USED TO PERFORM THE SUBSURFACE SOIL INVESTIGATION BE ENGAGED FOR THE FIELD QUALITY CONTROL TESTS.

H. ALLOW THE TESTING AGENCY TO TEST AND INSPECT SUBGRADES AND EACH FILL OR BACKFILL LAYER. PROCEED WITH SUBSEQUENT EARTHWORK ONLY AFTER TEST RESULTS FOR PREVIOUSLY COMPLETED WORK COMPLY WITH REQUIREMENTS. PROVIDE ONE TEST FOR EVERY 2000 SQUARE FEET OF PAVED AREA OR BUILDING SLAB, ONE TEST FOR EACH SPREAD FOOTING, AND ONE TEST FOR EVERY 50 LINEAR FEET OF WALL STRIP FOOTING.

I. WHEN THE TESTING AGENCY REPORTS THAT SUBGRADES, FILLS, OR BACKFILLS HAVE NOT ACHIEVED DEGREE OF COMPACTION SPECIFIED, SCARIFY AND MOISTEN OR AERATE, OR REMOVE AND REPLACE SOIL TO DEPTH REQUIRED; RECOMPACT AND RETEST UNTIL SPECIFIED COMPACTION IS OBTAINED.

J. THE BUILDING SITE SHALL BE GRADED TO PROVIDE DRAINAGE AWAY FROM THE BUILDING AS INDICATED ON THE PLANS. SITE EARTHWORK SHALL BE GRADED TO WITHIN 0.10' OF REQUIRED EARTHWORK ELEVATIONS ASSUMING POSITIVE DRAINAGE IS MAINTAINED IN ACCORDANCE WITH THE GRADING PLAN.

31 30 00 EROSION CONTROL

A. THE GRADING PLAN REFLECTS LESS THAN 1 ACRE OF DISTURBED AREA. THE SITE IS THEREFORE EXEMPT FROM WISCONSIN DEPARTMENT OF NATURAL RESOURCES NR 216 NOTICE OF INTENT REQUIREMENTS. THE DESIGN ENGINEER SHALL PREPARE AN EROSION CONTROL PLAN TO MEET NR 151.105 CONSTRUCTION SITE PERFORMANCE STANDARDS FOR NON-PERMITTED SITES.

B. EROSION AND SEDIMENT CONTROL IMPLEMENTED DURING CONSTRUCTION SHALL STRICTLY COMPLY WITH THE GUIDELINES AND REQUIREMENTS SET FORTH IN WISCONSIN ADMINISTRATIVE CODE (W.A.C.) NR 151, THE STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES RUNOFF MANAGEMENT PERFORMANCE STANDARDS. TECHNICAL STANDARDS PUBLISHED BY THE WISCONSIN DNR SHALL ALSO BE UTILIZED TO IMPLEMENT THE REQUIRED PERFORMANCE STANDARDS. THE MINIMUM BMPS AND TYPES OF EROSION CONTROL WILL BE DEPENDENT ON THE LOCATION AND TYPE OF WORK INVOLVED. ALL SEDIMENT CONTROL MEASURES SHALL BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION, AND INSTALLED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL. BELOW IS A LIST OF EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES TO ACHIEVE THE PERFORMANCE STANDARDS REQUIRED.
   1. SILT FENCE SHALL BE PLACED ON SITE AT LOCATIONS SHOWN ON THE EROSION CONTROL PLAN. SILT FENCE SHALL ALSO BE PROVIDED AROUND THE PERIMETER OF ALL SOIL STOCKPILES THAT WILL EXIST FOR MORE THAN 7 DAYS. FOLLOW PROCEDURES FOUND IN WISCONSIN DNR TECHNICAL STANDARD 1056 (CURRENT EDITION).
   2. STONE TRACKING PADS AND TRACKOUT CONTROL PRACTICES SHALL BE PLACED AT ALL CONSTRUCTION SITE ENTRANCES AND SHALL BE INSTALLED PRIOR TO ANY TRAFFIC LEAVING THE CONSTRUCTION SITE. SEE THE EROSION CONTROL PLAN FOR LOCATIONS. THE AGGREGATE USED FOR THE STONE TRACKING PAD SHALL BE 3/8" TO 3 INCH CLEAR OR WASHED STONE AND SHALL BE PLACED IN A LAYER AT LEAST 12 INCHES THICK. THE STONE SHALL BE UNDERLAIN WITH A WISSOT TYPE R GEOTEXTILE FABRIC AS NEEDED. THE TRACKING PAD SHALL BE THE FULL WIDTH OF THE EGRESS POINT (12' MIN WIDTH) AND SHALL BE A MINIMUM OF 50 FEET LONG. SURFACE WATER MUST BE PREVENTED FROM PASSING THROUGH THE TRACKING PAD. OTHER TRACKOUT CONTROL PRACTICES INCLUDING STABILIZED WORK SURFACES, MANUFACTURED TRACKOUT CONTROL DEVICES, TIRE WASHING, AND STREET/PAVEMENT CLEANING SHALL BE IMPLEMENTED AS NECESSARY TO MITIGATE THE TRACKOUT OF SEDIMENT OFFSITE. FOLLOW PROCEDURES FOUND IN WISCONSIN DNR TECHNICAL STANDARD 1057 (CURRENT EDITION).
   3. STORM DRAIN INLET PROTECTION SHALL BE PROVIDED FOR ALL NEW AND DOWNSTREAM STORM CATCH BASINS AND CURB INLETS. TYPE B OR C PROTECTION SHOULD BE PROVIDED AND SHALL BE IN CONFORMANCE WITH WISCONSIN DNR TECHNICAL STANDARD 1060 (CURRENT EDITION).
   4. DUST CONTROL MEASURES SHALL BE PROVIDED TO REDUCE OR PREVENT THE SURFACE AND AIR TRANSPORT OF DUST DURING CONSTRUCTION. CONTROL MEASURES INCLUDE APPLYING MULCH AND ESTABLISHING VEGETATION, WATER SPRAYING, SURFACE ROUGHENING, APPLYING POLYMERS, SPRAY-ON TACKIFIERS, CHLORIDES, AND BARRIERS. SOME SITES MAY REQUIRE AN APPROACH THAT UTILIZES A COMBINATION OF MEASURES FOR DUST CONTROL. FOLLOW PROCEDURES FOUND IN WISCONSIN DNR TECHNICAL STANDARD 1068 (CURRENT EDITION).
   5. THE USE, STORAGE, AND DISPOSAL OF CHEMICALS, CEMENT, AND OTHER COMPOUNDS AND MATERIALS USED ON SITE SHALL BE MANAGED DURING THE CONSTRUCTION PERIOD TO PREVENT THEIR TRANSPORT BY RUNOFF INTO WATERS OF THE STATE.
   6. CONTRACTOR SHALL PROVIDE AN OPEN AGGREGATE CONCRETE TRUCK WASHOUT AREA ON SITE. CONTRACTOR TO ENSURE THAT WASHOUT WILL ONLY BE CONTAINED TO THIS DESIGNATED AREA AND NOT BE ALLOWED TO RUN INTO STORM INLETS OR INTO THE OVERLAND STORMWATER DRAINAGE SYSTEM. WASHOUT AREA SHALL BE REMOVED UPON COMPLETION OF CONSTRUCTION.
   7. TEMPORARY SITE RESTORATION SHALL TAKE PLACE IN DISTURBED AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE OR ON WHICH LAND DISTURBING ACTIVITIES WILL NOT BE PERFORMED FOR A PERIOD GREATER THAN 14 DAYS AND REQUIRES VEGETATIVE COVER FOR LESS THAN ONE YEAR. THIS TEMPORARY SITE RESTORATION REQUIREMENT ALSO APPLIES TO SOIL STOCKPILES THAT EXIST FOR MORE THAN 7 DAYS. PERMANENT RESTORATION APPLIES TO AREAS WHERE PERENNIAL VEGETATIVE COVER IS NEEDED TO PERMANENTLY STABILIZE AREAS OF EXPOSED SOIL. PERMANENT STABILIZATION SHALL OCCUR WITHIN 3 WORKING DAYS OF FINAL GRADING. TOPSOIL, SEED, AND MULCH SHALL BE IN GENERAL CONFORMANCE WITH TECHNICAL STANDARDS 1058 AND 1059 AND SHALL MEET THE SPECIFICATIONS FOUND IN THE LANDSCAPING AND SITE STABILIZATION SECTION OF THIS CONSTRUCTION DOCUMENT. ANY SOIL EROSION THAT OCCURS AFTER FINAL GRADING AND/OR FINAL STABILIZATION MUST BE REPAIRED AND THE STABILIZATION WORK REDONE.

B. IF SITE DEWATERING IS REQUIRED FOR PROPOSED CONSTRUCTION ACTIVITIES, ALL SEDIMENT LADEN WATER GENERATED DURING THE DEWATERING PROCESS SHALL BE TREATED TO REMOVE SEDIMENT PRIOR TO DISCHARGING OFF-SITE OR TO WATERS OF THE STATE. FOLLOW ALL PROCEDURES FOUND IN TECHNICAL STANDARD 1061.

C. ALL OFF-SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF CONSTRUCTION WORK OR A STORM EVENT SHALL BE CLEANED UP BY THE END OF EACH WORKING DAY. DUST CONTROL REQUIREMENTS SHALL BE FOLLOWED PER WI DNR TECHNICAL STANDARD 1068 (CURRENT EDITION). FLUSHING SHALL NOT BE ALLOWED.

C. ALL EROSION CONTROL DEVICES SHALL AT A MINIMUM BE INSPECTED EVERY 7 CALENDAR DAYS OR EVERY 14 DAYS AND WITHIN 24 HOURS OF THE END OF A RAIN EVENT OF 0.5" OR MORE. MAINTENANCE SHALL BE PERFORMED PER WISCONSIN ADMINISTRATIVE CODE (W.A.C.) NR 151 STORMWATER MANAGEMENT TECHNICAL STANDARD REQUIREMENTS.

D. EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL THE AREA(S) SERVED HAVE ESTABLISHED VEGETATIVE COVER.

E. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL LOCAL EROSION CONTROL PERMITS.

DIVISION 32 EXTERIOR IMPROVEMENTS

32 10 00 AGGREGATE BASE & ASPHALT PAVEMENT

A. CONTRACTOR TO PROVIDE COMPACTED AGGREGATE BASE AND HOT MIX ASPHALT PAVEMENT WHERE INDICATED ON THE PLANS. ALL AGGREGATE PROVIDED MUST COMPLY WITH SECTION 305 OF THE WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION. PROVIDE HOT MIX ASPHALT MIXTURE TYPES PER SECTION 460 OF THE WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION. CONTRACTOR SHALL OBTAIN AND REVIEW SOILS REPORT FOR RECOMMENDATIONS FOR GEO-GRID / GEOTEXTILE BELOW CRUSHED AGGREGATE (IF APPLICABLE). CONTRACTOR TO PROVIDE AGGREGATE BASE AND HOT MIX ASPHALT PAVEMENT TYPES AND DEPTHS AS INDICATED BELOW:

STANDARD ASPHALT PAVING SECTION	HEAVY ASPHALT PAVING SECTION
1-1/2" SURFACE COURSE (5 LT 58-28S)	1-1/2" SURFACE COURSE (5 LT 58-28S)
(WISDOT 455.2.5 TACK COAT (STAGED PAVING)	WISDOT 455.2.5 TACK COAT (STAGED PAVING)
2" BINDER COURSE (4 LT 58-28S)	2-1/2" BINDER COURSE (4 LT 58-28S)
10" OF 1-1/4" CRUSHED AGGREGATE	12" OF 1-1/4" CRUSHED AGGREGATE

B. CONTRACTOR TO COMPACT THE AGGREGATE BASE, ASPHALT BINDER COURSE, AND ASPHALT SURFACE COURSE TO AN AVERAGE DENSITY PER WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION. ALL ASPHALT PAVEMENT AREAS SHALL BE PAVED TO WITHIN 0.05' OF DESIGN SURFACE GRADES WITH POSITIVE DRAINAGE BEING MAINTAINED IN ACCORDANCE WITH DESIGN PLANS. A MINIMUM OF 1.5% SLOPE SHALL BE MAINTAINED IN ALL ASPHALT PAVEMENT AREA.

C. HOT MIX ASPHALT CONSTRUCTION TO BE PROVIDED PER MORE STRINGENT REQUIREMENTS OF GEOTECHNICAL REPORT OR CONSTRUCTION DOCUMENTS.

D. CONTRACTOR TO PROVIDE 4" WIDE STRIPING FOR PARKING STALLS, TRAFFIC LANES, AND NO PARKING AREAS. MARKINGS SHALL ALSO BE PROVIDED FOR H.C. ACCESSIBLE SYMBOLS, TRAFFIC ARROWS, AND TRAFFIC MESSAGES. SEE SHEET C1.1B FOR COLOR.

32 20 00 CONCRETE AND AGGREGATE BASE

A. CONTRACTOR TO PROVIDE CRUSHED AGGREGATE BASE AND CONCRETE WHERE INDICATED ON THE PLANS.

B. ALL AGGREGATE PROVIDED MUST COMPLY WITH SECTION 305 OF THE WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION. ALL AGGREGATE PLACED MUST BE COMPACTED TO AN AVERAGE DENSITY PER WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION.

C. DESIGN AND CONSTRUCTION OF ALL CAST-IN-PLACE EXTERIOR CONCRETE FLAT WORK SHALL CONFORM TO ACI 330R-08 & ACI 318-08.

D. EXTERIOR CONCRETE FLAT WORK CONSTRUCTION TO BE PROVIDED PER MORE STRINGENT REQUIREMENTS OF THE GEOTECHNICAL REPORT OR THIS SPECIFICATION. CONCRETE FLAT WORK CONSTRUCTION IS AS FOLLOWS:
   1. SIDEWALK CONCRETE - 4" OF CONCRETE OVER 4" OF 3/4" CRUSHED AGGREGATE BASE. CONTRACTION JOINTS SHALL CONSIST OF 1/8" WIDE BY 1" DEEP TOOLED JOINT WHERE INDICATED ON THE PLANS.
   2. DUMPSTER PAD/APRON CONCRETE - 8" OF CONCRETE OVER 6" OF AGGREGATE BASE.
      a. CONCRETE SHALL BE STEEL REINFORCED WITH THE FOLLOWING AND PLACED IN THE UPPER 1/3 TO ½ OF THE SLAB:
         1) TIE BARS AT ALL CONTRACTION JOINTS OF THE CONCRETE. TIE BARS SHALL BE #4 REBAR 30" LONG PLACED AT 30" O.C.
      b. DUMPSTER PAD CONCRETE JOINTING SHALL BE AS FOLLOWS:
         1) CONTRACTION SAWCUT JOINT - CONTRACTOR SHALL PROVIDE A SAWCUT JOINT AT MAXIMUM SPACING OF 15' ON CENTER. SAWCUT SHALL BE 2" IN DEPTH.
         2) TYPICAL POUR CONTROL JOINT - POUR CONTROL JOINT SHALL BE PROVIDED WITH 1-1/4" DIAMETER BY 20" LONG SMOOTH DOWEL PLACED AT 12" O.C. ONE HALF OF THE DOWEL SHALL BE GREASED. GREENSTREAK 9" SPEED DOWEL TUBES SHALL BE USED.
   3. HEAVY DUTY CONCRETE (TRUCK TRAFFIC) - 6" OF CONCRETE OVER 6" OF 3/4" CRUSHED AGGREGATE. CONCRETE SHALL BE REINFORCED WITH #3 REBARS ON CHAIRS AT 3' O.C. REBAR SHALL BE PLACED PLACED IN THE UPPER 1/3 TO ½ OF THE SLAB. CONTRACTION JOINTS SHALL BE SAWCUT 1.5" IN DEPTH AND BE SPACED A MAXIMUM OF 15' ON CENTER.

E. DESIGN MIXES SHALL BE IN ACCORDANCE WITH ASTM C94
   1. STRENGTH TO BE MINIMUM OF 28 DAYS FOR EXTERIOR CONCRETE.
   2. MAXIMUM WATER/CEMENT RATIO SHALL BE 0.45.
   3. SLUMP SHALL NOT EXCEED 4" FOR EXTERIOR CONCRETE FLAT WORK
   4. SLUMP SHALL BE 2.5" OR LESS FOR SLIP-FORMED CURB AND GUTTER
   5. SLUMP SHALL BE BETWEEN 1.5" TO 3" FOR NON SLIP-FORMED CURB AND GUTTER.
   6. ALL EXTERIOR CONCRETE SHALL BE AIR ENTRAINED WITH 4% TO 7% AIR CONTENT. NO OTHER ADMIXTURES SHALL BE USED WITHOUT APPROVAL OF EXCEL ENGINEERING, INC. CALCIUM CHLORIDE SHALL NOT BE USED.
   7. MAXIMUM AGGREGATE SIZE FOR ALL EXTERIOR CONCRETE SHALL BE 1.25 INCHES.

F. VERIFY EQUIPMENT CONCRETE PAD SIZES WITH CONTRACTOR REQUIRING PAD. PADS SHALL HAVE FIBERMESH 300 FIBERS AT A RATE OF 1.5 LBS/CU. YD. OR 6 X 6-W1.4 X W1.4 WELDED WIRE MESH WITH MINIMUM 1 INCH COVER. EQUIPMENT PADS SHALL BE 5.5 INCHES THICK WITH 1 INCH CHAMFER UNLESS SPECIFIED OTHERWISE. CONCRETE SHALL BE PROVIDED ON 6" OF 3/4" CRUSHED AGGREGATE BASE. COORDINATE ADDITIONAL PAD REQUIREMENTS WITH RESPECTIVE CONTRACTOR.

G. ALL CONCRETE FLAT WORK SURFACES AND CONCRETE CURB FLOWLINES SHALL BE CONSTRUCTED TO WITHIN 0.05' OF DESIGN SURFACE AND FLOWLINE GRADES ASSUMING POSITIVE DRAINAGE IS MAINTAINED IN ACCORDANCE WITH THE DESIGN PLANS.

H. CONCRETE FLAT WORK SHALL HAVE CONSTRUCTION JOINTS OR SAW CUT JOINTS PLACED AS INDICATED ON THE PLANS OR PER THIS SPECIFICATION. SAWCUTS SHALL BE DONE AS SOON AS POSSIBLE, BUT NO LATER THAN 24 HOURS AFTER CONCRETE IS PLACED. CONCRETE CURB AND GUTTER JOINTING SHALL BE PLACED EVERY 10' OR CLOSER (6' MIN.). IF CONCRETE PAVEMENT IS ADJACENT TO CONCRETE CURB, JOINTING IN THE PAVEMENT AND CURB SHALL ALIGN. ALL EXTERIOR CONCRETE SHALL HAVE A BROOM FINISH UNLESS NOTED OTHERWISE. A UNIFORM COAT OF A HIGH SOLIDS CURING COMPOUND MEETING ASTM C309 SHALL BE APPLIED TO ALL EXPOSED CONCRETE SURFACES. ALL CONCRETE IS TO BE CURED FOR 7 DAYS. EXTERIOR CONCRETE SHALL BE SEPARATED FROM BUILDINGS WITH CONTINUOUS 0.5 INCH FIBER EXPANSION JOINT AND/OR 0.25 INCH FIBER EXPANSION JOINT AT DECORATIVE MASONRY UNITS.

I. ALL REINFORCING BARS SHALL BE ASTM A615 GRADE 60. THICKNESS OF CONCRETE COVER OVER REINFORCEMENT SHALL BE NOT LESS THAN 3" WHERE CONCRETE IS DEPOSITED AGAINST THE GROUND WITHOUT THE USE OF FORMS AND NOT LESS THAN 1.5" FOR UP TO #5 BARS AND 2" FOR #6 TO #10 BARS IN ALL OTHER LOCATIONS. ALL REINFORCING SHALL BE LAPPED 48 DIAMETERS FOR UP TO #6 BARS, 62 DIAMETERS FOR #7 TO #9 BARS, 68 DIAMETERS FOR #10 BARS OR AS NOTED ON THE DRAWINGS AND EXTENDED AROUND CORNERS WITH CORNER BARS. PLACING AND DETAILING OF STEEL REINFORCING AND REINFORCING SUPPORTS SHALL BE IN ACCORDANCE WITH CRSI AND ACI MANUAL AND STANDARD PRACTICES. THE REINFORCEMENT SHALL NOT BE PAINTED AND MUST BE FREE OF GREASE/OIL, DIRT OR DEEP RUST WHEN PLACED IN THE WORK. ALL WELDED WIRE FABRIC SHALL MEET THE REQUIREMENTS OF ASTM A 1064. WELDED WIRE FABRIC SHALL BE PLACED 2" FROM TOP OF SLAB, UNLESS INDICATED OTHERWISE.

J. CONTRACTOR SHALL ENGAGE A QUALIFIED INDEPENDENT TESTING AND INSPECTING AGENCY TO SAMPLE MATERIALS, PERFORM TESTS, AND SUBMIT TEST REPORTS DURING CONCRETE PLACEMENT. TESTS WILL BE PERFORMED ACCORDING TO ACI 301. CAST AND LABORATORY CURE ONE SET OF FOUR STANDARD CYLINDERS FOR EACH COMPOSITE SAMPLE FOR EACH DAY'S POUR OF EACH CONCRETE MIX EXCEEDING 5 CU. YD., BUT LESS THAN 25 CU. YD., PLUS ONE SET FOR EACH ADDITIONAL 50 CU. YD. OR FRACTION THEREOF. PERFORM COMPRESSIVE-STRENGTH TESTS ACCORDING TO ASTM C 39. TEST TWO SPECIMENS AT 7 DAYS AND TWO SPECIMENS AT 28 DAYS. PERFORM SLUMP TESTING ACCORDING TO ASTM C 143. PROVIDE ONE TEST AT POINT OF PLACEMENT FOR EACH COMPOSITE SAMPLE, BUT NOT LESS THAN ONE TEST FOR EACH DAY'S POUR OF EACH CONCRETE MIX. PERFORM ADDITIONAL TESTS WHEN CONCRETE CONSISTENCY APPEARS TO CHANGE.

K. PROTECT FRESHLY PLACED CONCRETE FROM PREMATURE DRYING AND EXCESSIVE COLD OR HOT TEMPERATURES. IN HOT, DRY, AND WINDY WEATHER, APPLY AN EVAPORATION-CONTROL COMPOUND ACCORDING TO MANUFACTURER'S INSTRUCTIONS AFTER SCREEDING AND BULL FLOATING, BUT BEFORE POWER FLOATING AND TROWELLING.

L. LIMIT MAXIMUM WATER-CEMENTITIOUS RATIO OF CONCRETE EXPOSED TO FREEZING, THAWING AND DEICING SALTS TO 0.45.

M. TEST RESULTS WILL BE REPORTED IN WRITING TO THE DESIGN ENGINEER, READY-MIX PRODUCER, AND CONTRACTOR WITHIN 24 HOURS AFTER TESTS. REPORTS OF COMPRESSIVE STRENGTH TESTS SHALL CONTAIN THE PROJECT IDENTIFICATION NAME AND NUMBER, DATE OF CONCRETE PLACEMENT, NAME OF CONCRETE TESTING SERVICE, CONCRETE TYPE AND CLASS, LOCATION OF CONCRETE BATCH ON SITE, DESIGN COMPRESSIVE STRENGTH AT 28 DAYS, CONCRETE MIX PROPORTIONS AND MATERIALS, COMPRESSIVE BREAKING STRENGTH, AND TYPE OF BREAK FOR BOTH 7-DAY TESTS AND 28-DAY TESTS.

N. CONTRACTOR TO PROVIDE 4" WIDE STRIPING FOR PARKING STALLS, TRAFFIC LANES, AND NO PARKING AREAS. MARKINGS SHALL ALSO BE PROVIDED FOR H.C. ACCESSIBLE SYMBOLS, TRAFFIC ARROWS, AND TRAFFIC MESSAGES. SEE SHEET C1.1B FOR COLOR.

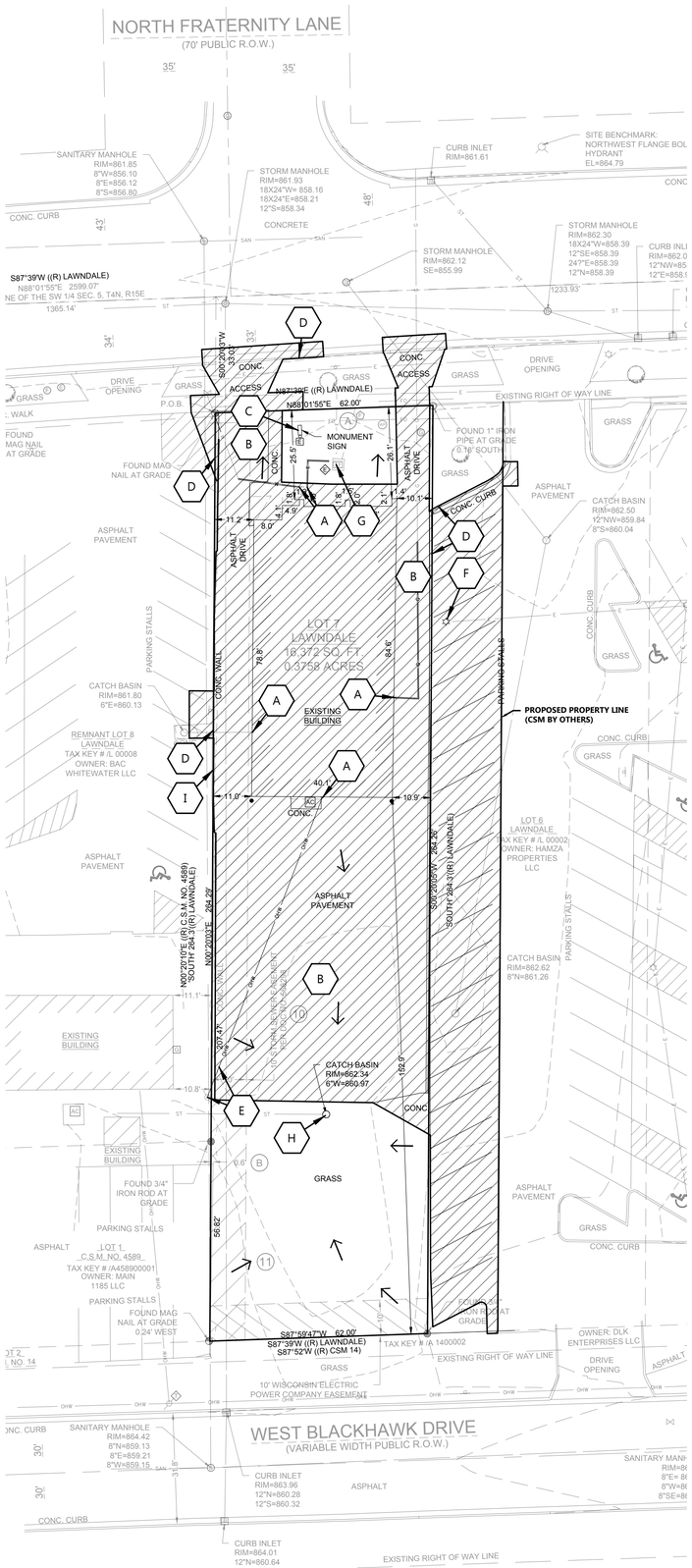
32 30 00 LANDSCAPING AND SITE STABILIZATION

A. TOPSOIL: CONTRACTOR TO PROVIDE A MINIMUM OF 6" OF TOPSOIL FOR ALL DISTURBED OPEN AREAS, OTHER THAN A LANDSCAPE ISLANDS SHALL BE PROVIDED WITH A MINIMUM OF 10" OF TOPSOIL. REUSE SURFACE SOIL STOCKPILED ON SITE AND SUPPLEMENT WITH IMPORTED OR MANUFACTURED TOPSOIL FROM OFF SITE SOURCES WHEN QUANTITIES ARE INSUFFICIENT. EXCAVATOR SHALL BE RESPONSIBLE FOR ROUGH PLACEMENT OF TOPSOIL TO WITHIN 1" OF FINAL GRADE PRIOR TO LANDSCAPER FINAL GRADING. LANDSCAPER TO PROVIDE PULVERIZING AND FINAL GRADING OF TOPSOIL. PROVIDE SOIL ANALYSIS BY A QUALIFIED SOIL TESTING LABORATORY AS REQUIRED TO VERIFY THE SUITABILITY OF SOIL TO BE USED AS TOPSOIL AND TO DETERMINE THE NECESSARY SOIL AMENDMENTS. TEST SOIL FOR PRESENCE OF ATRAZINE AND INFORM EXCEL ENGINEERING, INC. IF PRESENT PRIOR TO BIDDING PROJECT. TOPSOIL SHALL HAVE A PH RANGE OF 5.5 TO 8. CONTAIN A MINIMUM OF 5 PERCENT ORGANIC MATERIAL CONTENT, AND SHALL BE FREE OF STONES 1 INCH OR LARGER IN DIAMETER. ALL MATERIALS HARMFUL TO PLANT GROWTH SHALL ALSO BE REMOVED.
   TOPSOIL INSTALLATION: LOOSEN SUBGRADE TO A MINIMUM DEPTH OF 6 INCHES AND REMOVE STONES LARGER THAN 1" IN DIAMETER. ALSO REMOVE ANY STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER AND DISPOSE OF THEM OFF THE PROPERTY. SPREAD TOPSOIL TO A DEPTH OF 6" BUT NOT LESS THAN WHAT IS REQUIRED TO MEET FINISHED GRADES AFTER LIGHT ROLLING AND NATURAL SETTLEMENT. DO NOT SPREAD TOPSOIL IF SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET. GRADE PLANTING AREAS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE. GRADE TO WITHIN 0.05 FEET OF FINISHED GRADE ELEVATION.

B. SEEDED LAWNS:
   1. PERMANENT LAWN AREAS SHALL BE SEEDED WITH THE FOLLOWING MIXTURE: 65% KENTUCKY BLUEGRASS BLEND (2-0-2-6 LBS./1,000 S.F.), 20% PERENNIAL RYEGRASS (0.6-0.8 LBS./1,000 S.F.), 15% FINE FESCUE (0.4-0.6 LBS/1,000 S.F.). STRAW AND MULCH SHALL BE LAID AT 100LBS/1,000 S.F. FERTILIZE AS PER SOIL TEST OR APPLY 5-10-10 OR EQUIVALENT AT 5-6 LBS/1,000 S.F. SEE EROSION MATTING SPECIFICATIONS AS REQUIRED. ALL SITE DISTURBED AREAS NOT DESIGNATED FOR OTHER LANDSCAPING AND SITE STABILIZATION METHODS SHALL BE SEEDED AS PERMANENT LAWN. NO BARE TOPSOIL SHALL BE LEFT ONSITE. FOLLOW PROCEDURES FOUND IN WDNR TECHNICAL STANDARDS 1058 & 1059.
   2. ALL TEMPORARY SEEDING SHALL CONSIST OF THE FOLLOWING MIXTURE. 100% RYEGRASS AT 1.9 LBS./1,000 S.F. STRAWS AND MULCH SHALL BE LAID AT 100 LBS./1,000 S.F. FERTILIZE AS PER SOIL TEST OR APPLY 5-10-10 OR EQUIVALENT AT 5-6 LBS./1,000 S.F. SEE EROSION MATTING SPECIFICATIONS AS REQUIRED. FOLLOW PROCEDURES FOUND IN WDNR TECHNICAL STANDARDS 1058 & 1059.

C. SEEDED LAWN MAINTENANCE: CONTRACTOR TO PROVIDE MAINTENANCE OF ALL LANDSCAPING FOR A PERIOD OF 90 DAYS FROM THE DATE OF INSTALLATION. AT THE END OF THE MAINTENANCE PERIOD, A HEALTHY, UNIFORM, CLOSE STAND OF GRASS SHOULD BE ESTABLISHED FREE OF WEEDS AND SURFACE IRREGULARITIES. LAWN COVERAGE SHOULD EXCEED 90% AND BARE SPOTS SHOULD NOT EXCEED 5"X5". CONTRACTOR SHOULD REESTABLISH LAWNS THAT DO NOT COMPLY WITH THESE REQUIREMENTS AND CONTINUE MAINTENANCE UNTIL LAWNS ARE SATISFACTORY.

D. QUALITY DEPRESSION SEEDING: BOTTOM AND SIDE SLOPES OF QUALITY DEPRESSION SHALL BE SEEDED WITH A NATIVE WET PRAIRIE AND UPLAND MIX. PROVIDE SEED UNDER EROSION MATTING. SEEDING SPECIFICATION PER SUPPLIER. PROVIDE 1' OF ENGIN



GENERAL NOTES:

- PRIOR TO CONSTRUCTION CONTRACTOR TO OBTAIN WRITTEN PERMISSION FROM NEIGHBORING PROPERTY OWNER FOR ALL SITE IMPROVEMENTS ON ADJACENT PROPERTY

EXISTING CONDITIONS NOTE:
PREVIOUS ALTA/ NSPS DATED 8/27/2026 USED AS EXISTING CONDITIONS. PREVIOUS ALTA/ NSPS BY PINNACLE ENGINEERING GROUP BY JOHN P. KONOPACKI PLS No. S-2461, (262) 754-8888. PRIOR TO CONSTRUCTION CONTRACTOR SHALL FIELD VERIFY ALL SITE IMPROVEMENTS, UTILITY LOCATIONS, INVERTS, SEIZES, ETC. NOTIFY ENGINEER OF ANY DISCREPANCIES. FAILURE TO NOTIFY ENGINEER SHALL BE THE CONTRACTOR'S RESPONSIBILITY FOR ANY DAMAGES AS A RESULT OF FAILURE TO FIELD VERIFY.

KEYNOTES

A	REMOVE BUILDING, DISCONNECT UTILITIES AND REMOVE ASSOCIATED SITE IMPROVEMENTS (COORDINATE WITH LOCAL UTILITY PRIOR TO DEMOLITION)
B	SAWCUT AND REMOVE PAVEMENT
C	REMOVE SIGN
D	SAWCUT AND REMOVE CURB AND GUTTER
E	COORDINATE REMOVAL OF OVERHEAD LINE/ POLE WITH LOCAL UTILITY
F	REMOVE LIGHT POLE
G	PROTECT
H	REMOVE STORM STRUCTURE AND CAP LINE IN PLACE
I	CONTRACTOR TO PROTECT EXISTING WALL/ RAISED CURB TO MAXIMUM EXTEND POSSIBLE

SCALE: 1"= 20'
20' 0 20' 40'
NORTH

CIVIL EXISTING SITE AND DEMOLITION PLAN

EXCEL
Always a Better Plan
100 Camelot Drive
Fond du Lac, WI 54935
920-926-9800
excelengineer.com

PROJECT INFORMATION

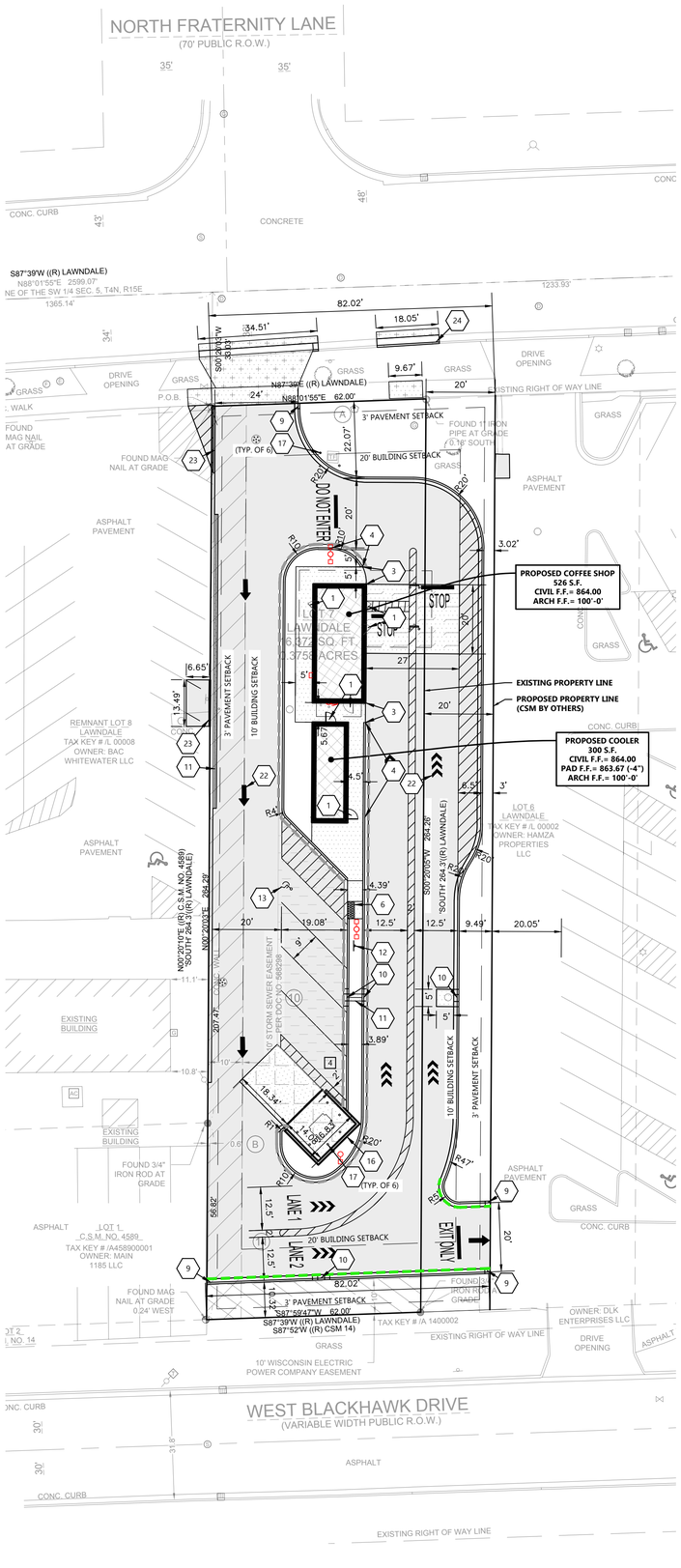
PROPOSED COFFEE SHOP FOR:
7 BREW - WHITEWATER
1155 W MAIN ST • WHITEWATER, WI 53190

PROFESSIONAL SEAL

SHEET DATES
ISSUED FOR APPROVAL
IFA OCT. 12, 2026

JOB NUMBER
260348200

SHEET NUMBER
C1.0



GENERAL NOTES:

- PRIOR TO CONSTRUCTION CONTRACTOR TO OBTAIN WRITTEN PERMISSION FROM NEIGHBORING PROPERTY OWNER FOR ALL SITE IMPROVEMENTS ON ADJACENT PROPERTY

SITE INFORMATION:

PROPERTY AREA: 21,656 S.F. (0.49 ACRES).

EXISTING ZONING: B-1 COMMUNITY BUSINESS/ GENERAL BUSINESS DISTRICT

PROPOSED ZONING: B-1 COMMUNITY BUSINESS/ GENERAL BUSINESS DISTRICT

PROPOSED USE: DRIVE THRU COFFEE SHOP

AREA OF SITE DISTURBANCE: 19,750 S.F. (0.45 ACRES)

SETBACKS:
BUILDING: FRONT(NORTH) = 15'
SIDE(EAST/WEST) = 10'
REAR(SOUTH) = 20'
PAVEMENT: FRONT(NORTH) = 3'
SIDE(EAST/WEST) = 3'
REAR(SOUTH) = 3'

PROPOSED BUILDING HEIGHT: 19.83' (MAX. HEIGHT ALLOWED: 100')

PARKING REQUIRED: 1 SPACE PER 200 S.F. OF PRIMARY FLOOR AREA (3 SPACES REQ.)

PARKING PROVIDED: 4 SPACES (1 H.C. ACCESSIBLE)

HANDICAP STALLS REQUIRED: 1, HANDICAP STALLS PROVIDED: 1

EXISTING SITE DATA

	AREA (AC)	AREA (SF)	RATIO
BUILDING FLOOR AREA	0.08	3,315	15.3%
PAVEMENT (ASP. & CONC.)	0.29	12,638	58.4%
TOTAL IMPERVIOUS	0.37	15,953	73.7%
LANDSCAPE/ OPEN SPACE	0.13	5,703	26.3%
PROJECT SITE	0.50	21,656	100.0%

PROPOSED SITE DATA

	AREA (AC)	AREA (SF)	RATIO
BUILDING FLOOR AREA	0.02	826	3.8%
PAVEMENT (ASP. & CONC.)	0.37	15,955	73.7%
TOTAL IMPERVIOUS	0.39	16,781	77.5%
LANDSCAPE/ OPEN SPACE	0.11	4,875	22.5%
PROJECT SITE	0.50	21,656	100.0%

KEYNOTES

1	CONCRETE STOOP (SEE STRUCTURAL PLANS FOR DETAILS)
3	FLUSH WALK (SEE DETAIL)
4	TAPER CURB 0" TO 2" (SEE SHEET C1.2)
6	ADA CURB RAMP (SEE DETAIL)
9	CURB TAPER (SEE DETAIL)
10	CURB CUT (SEE DETAIL)
11	CONCRETE FLUME (SEE DETAIL)
12	HANDICAP SIGN PER STATE CODE (SEE DETAIL)
13	HANDICAP STALL & STRIPING PER STATE CODES
16	DUMPSTER ENCLOSURE (SEE ARCH PLANS FOR DETAILS)
17	6" CONCRETE BOLLARDS (TYP.) (SEE DETAILS)
22	TRAFFIC FLOW ARROWS (TYP). SEE SHEET C1.1B FOR COLOR
23	REPLACE CURB AND GUTTER IN KIND AND MATCH EXISTING ELEVATIONS
24	REPLACE CURB AND GUTTER PER CITY STANDARDS

LEGEND:

HATCH	PAVEMENT SECTION	HATCH	PAVEMENT SECTION
	STANDARD ASPHALT		18" CURB & GUTTER (SEE DETAIL)
	HEAVY DUTY ASPHALT		18" CURB & GUTTER (SEE DETAIL) (REJECT)
	SIDEWALK CONCRETE		18" MOUNTABLE CURB & GUTTER (SEE DETAIL) (REJECT)
	DUMPSTER PAD / APRON CONCRETE		CONCRETE PER CITY STANDARDS
	HEAVY DUTY CONCRETE		

SCALE: 1"= 20'
20' 0 20' 40'
NORTH

CIVIL SITE PLAN

EXCEL
Always a Better Plan
100 Camelot Drive
Fond du Lac, WI 54935
920-926-9800
excelengineer.com

PROJECT INFORMATION

PROPOSED COFFEE SHOP FOR:
7 BREW - WHITEWATER
1155 W MAIN ST • WHITEWATER, WI 53190

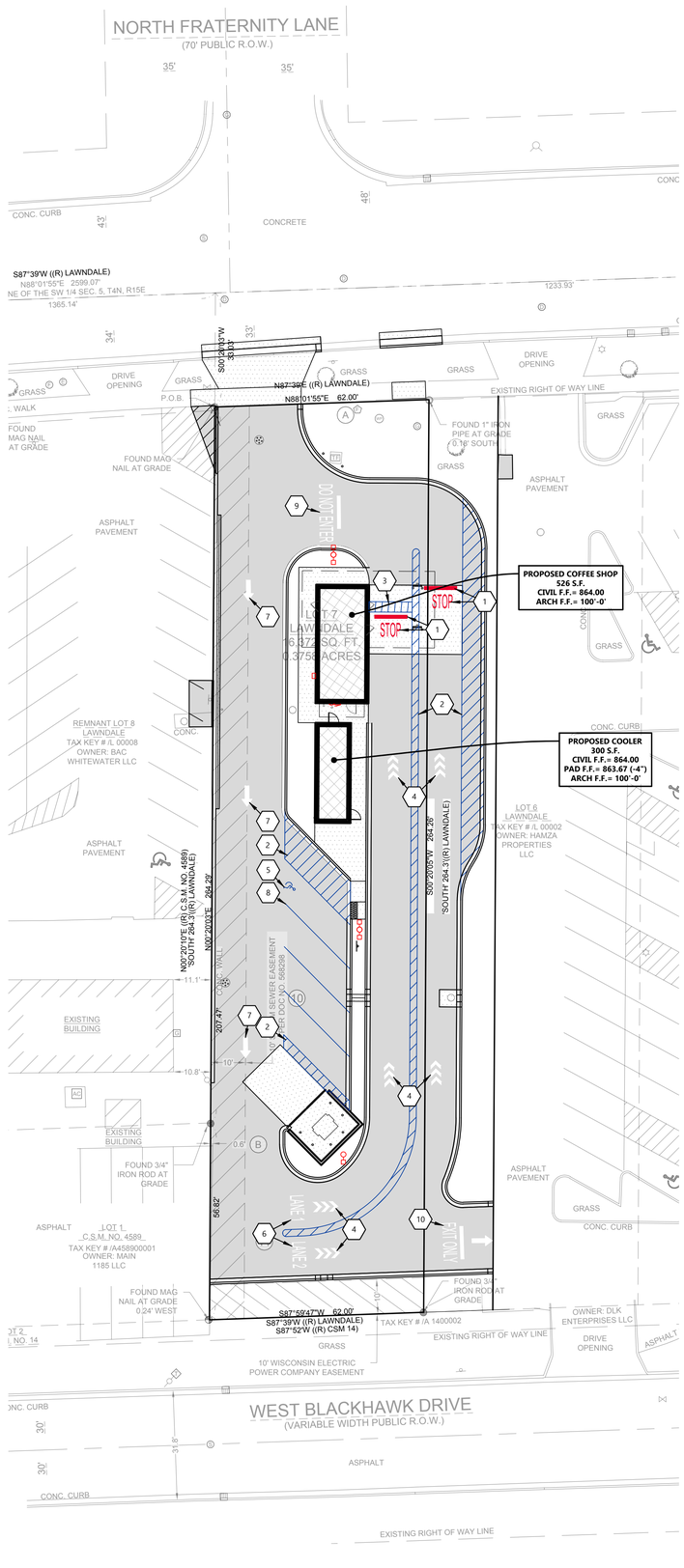
PROFESSIONAL SEAL

SHEET DATES

ISSUED FOR APPROVAL
IFA OCT. 12, 2026

JOB NUMBER
260348200

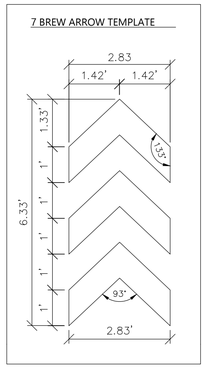
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GENERAL NOTES:

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7 BREW ARROW TEMPLATE



STRIPING PAINT COLORS:

SUBSTITUTION TO COLORS MUST BE APPROVED BY 7 BREW

PMS 000C
C: 0%
M: 0%
Y: 0%
K: 0%

R: 255
G: 255
B: 255

HEX: FFFFFF

WHITE

PMS 293
C: 100%
M: 80%
Y: 12%
K: 3%

R: 0
G: 58
B: 159

HEX: 003A9F

BLUE

PMS 202
C: 2%
M: 100%
Y: 92%
K: 0%

R: 234
G: 0
B: 41

HEX: EA0029

RED

PAINT TYPE:

SHERWIN- WILLIAMS PRO PARK, SETFAST, HOTLINE OR AN APPROVED EQUAL.

STRIPING PLAN KEYNOTES

1	12" TALL RED STOP BAR WITH 48-INCH TALL "STOP" TEXT PAINTED IN RED
2	4" SOLID BLUE PAVEMENT MARKER, TYPICAL MIDLINES SPACED AT 24' O.C.
3	ALIGN 4" SOLID BLUE CROSS WALK MARKER WITH SLIDING DOOR PANEL AT FRONT OPENING
4	SOLID WHITE TRIPLE ARROW PAVEMENT MARKER
5	BLUE PAINTED ADA ACCESSIBLE PARKING SYMBOL
6	48-INCH TALL "LANE #" PAINTED IN WHITE
7	SOLID WHITE DIRECTIONAL ARROW PAVEMENT MARKING
8	4" SOLID BLUE PAVEMENT MARKER, TYPICAL
9	12" TALL WHITE STOP BAR WITH 48-INCH TALL "DO NOT ENTER" TEXT PAINTED IN WHITE
10	12" TALL WHITE STOP BAR WITH 48-INCH TALL "EXIT ONLY" TEXT PAINTED IN WHITE

SCALE: 1"= 20'
20' 0 20' 40'
NORTH

CIVIL STRIPING PLAN

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920-926-9800
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PROJECT INFORMATION

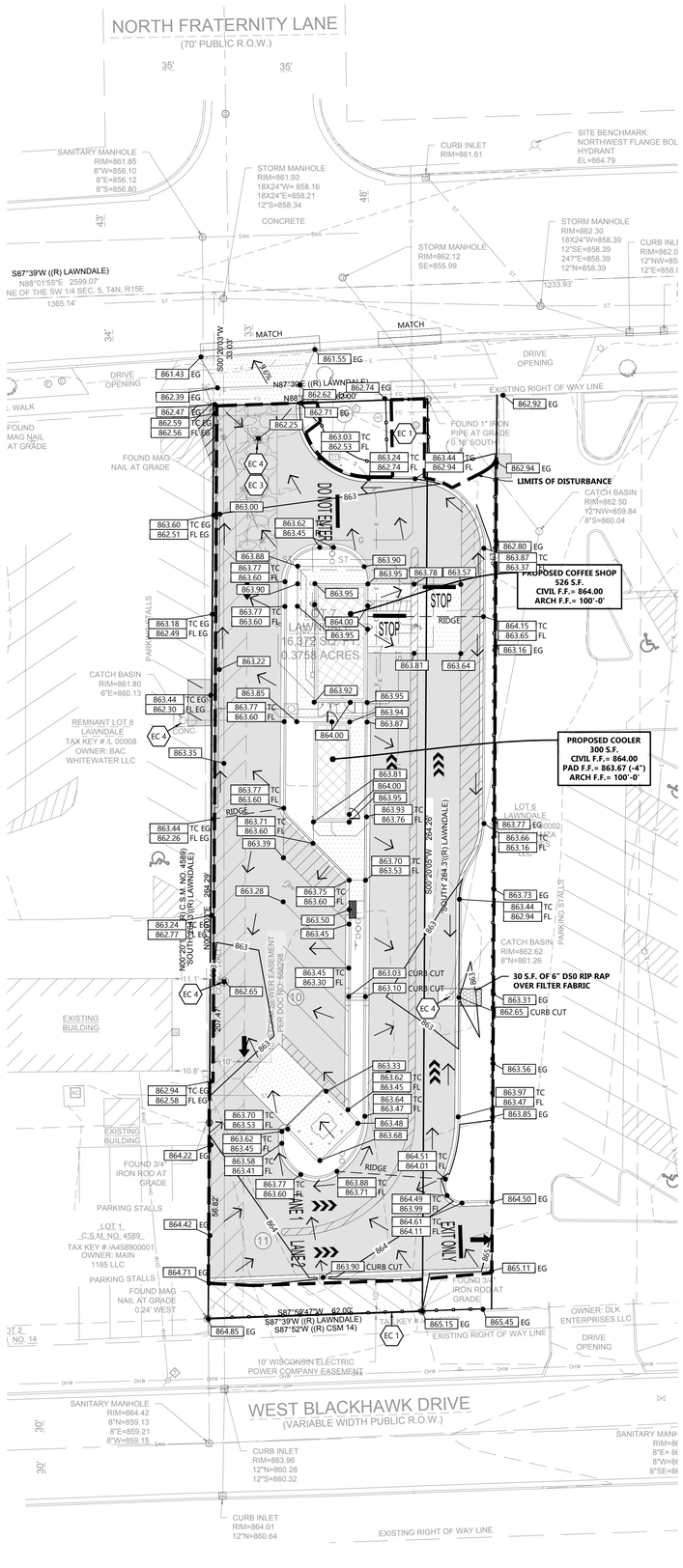
PROPOSED COFFEE SHOP FOR:
7 BREW - WHITEWATER
1155 W MAIN ST • WHITEWATER, WI 53190

PROFESSIONAL SEAL

SHEET DATES
ISSUED FOR APPROVAL
IFA OCT. 12, 2026

JOB NUMBER
260348200

SHEET NUMBER
C1.1B



GENERAL NOTES:

- PRIOR TO CONSTRUCTION CONTRACTOR TO OBTAIN WRITTEN PERMISSION FROM NEIGHBORING PROPERTY OWNER FOR ALL SITE IMPROVEMENTS ON ADJACENT PROPERTY

GENERAL NOTES:

- HANDICAP STALL AND ACCESS AISLES SHALL NOT EXCEED A SLOPE OF 1.50% IN ANY DIRECTION. HANDICAP STALL & ACCESS AISLES SHALL CONFORM TO ADA REQUIREMENTS (CURRENT EDITION)
- ALL SIDEWALKS SHALL NOT EXCEED A MAXIMUM CROSS SLOPE OF 1.50% AND RUNNING SLOPE OF 4.50% UNLESS OTHERWISE SPECIFIED.
- CONTRACTOR SHALL PROVIDE STABILIZED CONSTRUCTION ENTRANCE AT CONSTRUCTION ENTRANCE FOR PROPOSED IMPROVEMENTS AS REQUIRED PER CODE.
- CONTRACTOR SHALL PROVIDE CONCRETE WASHOUT AS REQUIRED PER CODE. FINAL LOCATION TBD BY CONTRACTOR.
- CONTRACTOR SHALL PROVIDE TEMPORARY INLET PROTECTION FOR ALL CURB INLETS & CATCH BASINS ONSITE & OFFSITE IMMEDIATELY DOWNSTREAM OF THE PROJECT SITE PER LOCAL CODE.

KEYNOTES

EC 1	SILT FENCE
EC 3	STABILIZED CONSTRUCTION ENTRANCE
EC 4	INLET PROTECTION

SCALE: 1"= 20'
20' 0 20' 40'
NORTH

CIVIL GRADING AND EROSION CONTROL PLAN

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PROJECT INFORMATION

PROPOSED COFFEE SHOP FOR:
7 BREW - WHITEWATER
1155 W MAIN ST • WHITEWATER, WI 53190

PROFESSIONAL SEAL

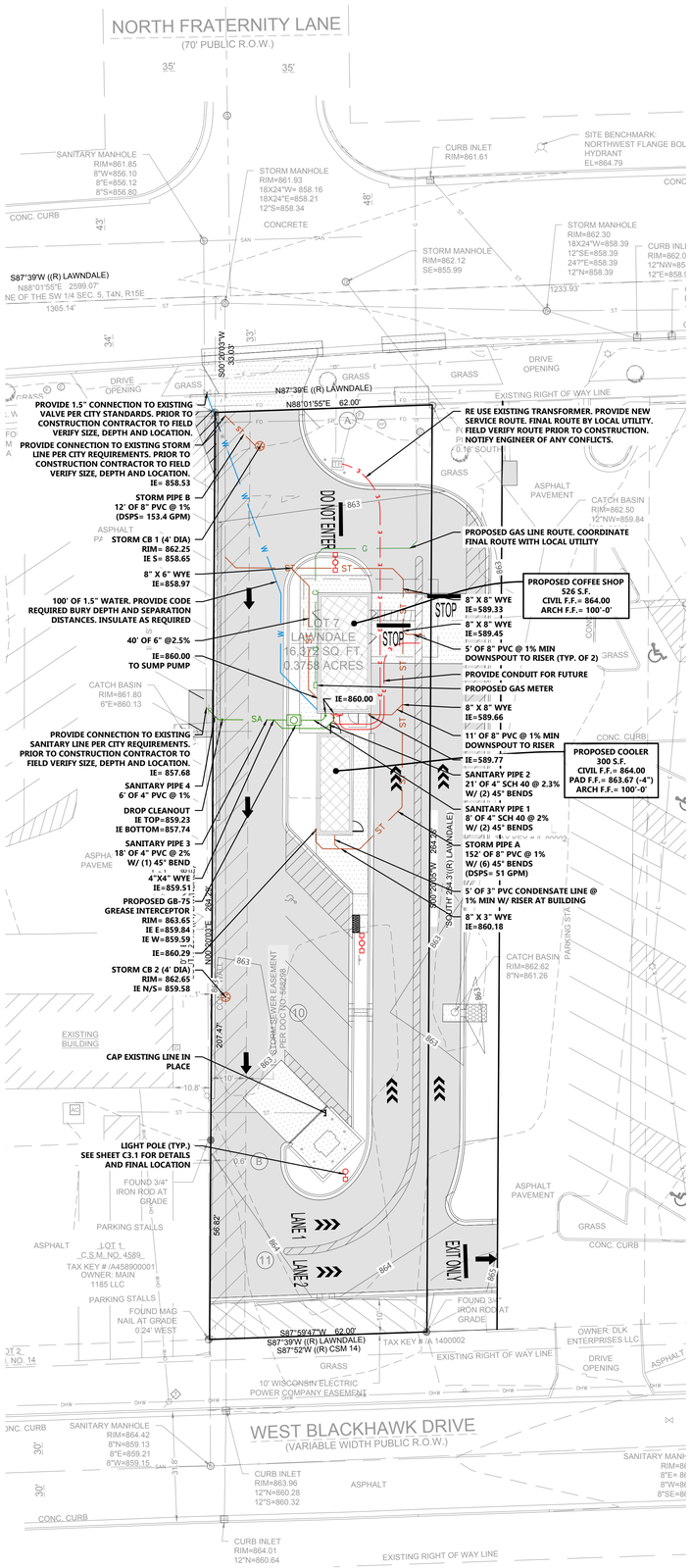
SHEET DATES
ISSUED FOR APPROVAL
IFA OCT. 12, 2026

JOB NUMBER
260348200

SHEET NUMBER
C1.2

GENERAL NOTES:

- PRIOR TO CONSTRUCTION CONTRACTOR TO OBTAIN WRITTEN PERMISSION FROM NEIGHBORING PROPERTY OWNER FOR ALL SITE IMPROVEMENTS ON ADJACENT PROPERTY



SCALE: 1" = 20'
20' 0 20' 40'
NORTH

CIVIL UTILITY PLAN

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PROJECT INFORMATION

PROPOSED COFFEE SHOP FOR:
7 BREW - WHITEWATER
1155 W MAIN ST • WHITEWATER, WI 53190

PROFESSIONAL SEAL

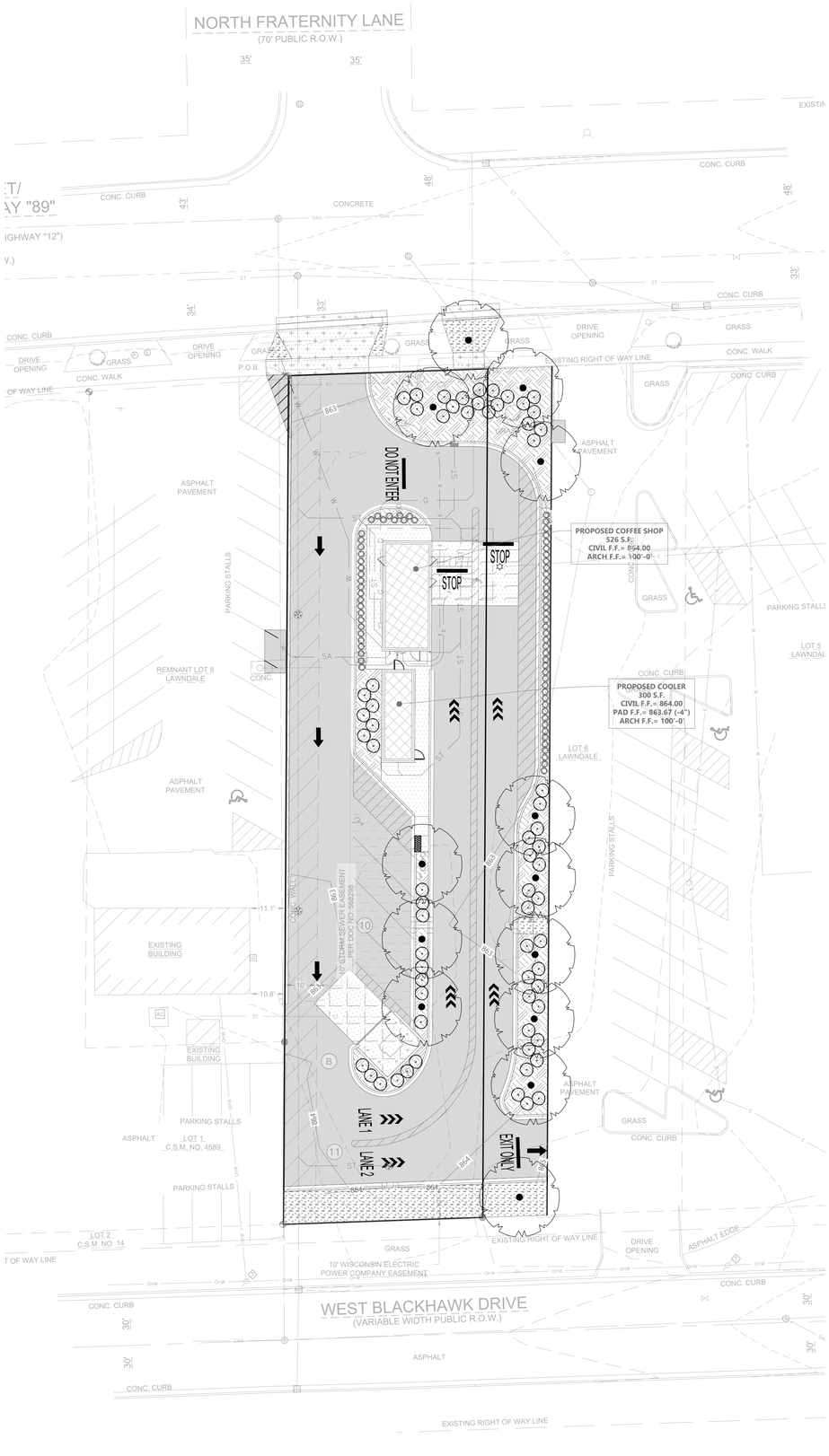
SHEET DATES

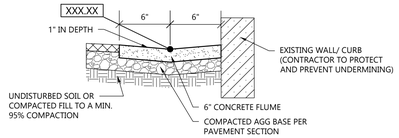
ISSUED FOR APPROVAL

IFA	OCT. 12, 2026

JOB NUMBER
260348200

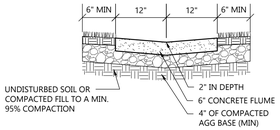
SHEET NUMBER
C1.3


NORTH FRATERNITY LANE
(70' PUBLIC R.O.W.)
35'
35'
CONC. CURB
CONCRETE
48'
43'
34'
33'
32'
GRASS
DRIVE OPENING
CONC. WALK
P.O.B.
EXISTING RIGHT OF WAY LINE
ASPHALT PAVEMENT
DO NOT ENTER
STOP
STOP
PROPOSED COFFEE SHOP
526 S.F.
CIVIL F.F.= 864.00
ARCH F.F.= 100'-0"
PROPOSED COOLER
300 S.F.
CIVIL F.F.= 864.00
PAD F.F.= 863.67 (-4")
ARCH F.F.= 100'-0"
PARKING STALLS
REMNANT LOT 8 LAWNDALE
LOT 5 LAWNDALE
LOT 6 LAWNDALE
10' STORM SEWER EASEMENT PER DOC.NO. 1662258
EXISTING BUILDING
LANE 1
LANE 2
EXIT ONLY
LOT 1 C.S.M. NO. 4589
LOT 2 C.S.M. NO. 14
10' WISCONSIN ELECTRIC POWER COMPANY EASEMENT
ASPHALT EDGE
WEST BLACKHAWK DRIVE
(VARIABLE WIDTH PUBLIC R.O.W.)
30'
ASPHALT
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
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879
880
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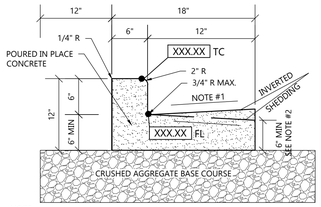
CONCRETE FLUME DETAIL (PAVEMENT)

NOT TO SCALE



CONCRETE FLUME DETAIL (LAWN)

NOT TO SCALE

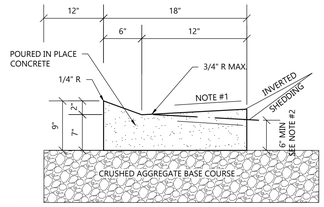


NOTE:

1. USE 4% GUTTER CROSS SLOPE UNLESS OTHERWISE NOTED IN THE PLANS.
2. THE BOTTOM OF CURB AND GUTTER MAY BE CONSTRUCTED EITHER LEVEL OR PARALLEL TO THE SLOPE OF THE SUBGRADE OR BASE AGGREGATE PROVIDED A 6" MIN. GUTTER THICKNESS IS MAINTAINED.
3. SEE SITE PLAN & GRADING PLAN FOR INVERTED & SHEDDING CURB LOCATIONS

18" CONCRETE CURB & GUTTER DETAIL

NOT TO SCALE

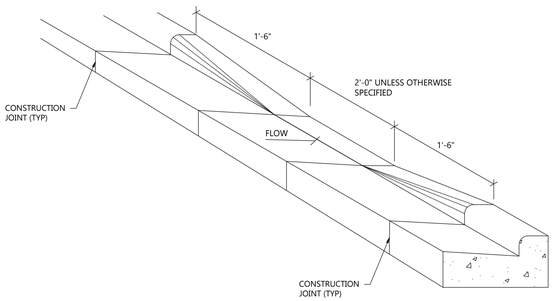


NOTE:

1. USE 4% GUTTER CROSS SLOPE UNLESS OTHERWISE NOTED IN THE PLANS.
2. THE BOTTOM OF CURB AND GUTTER MAY BE CONSTRUCTED EITHER LEVEL OR PARALLEL TO THE SLOPE OF THE SUBGRADE OR BASE AGGREGATE PROVIDED A 6" MIN. GUTTER THICKNESS IS MAINTAINED.
3. SEE SITE PLAN & GRADING PLAN FOR INVERTED & SHEDDING CURB LOCATIONS

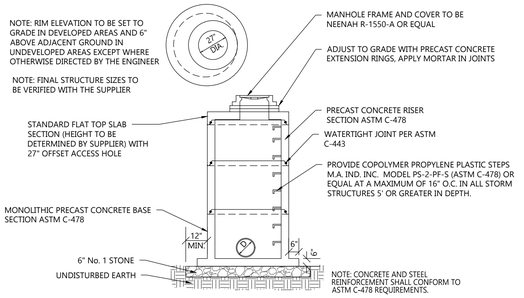
18" MOUNTABLE CURB & GUTTER DETAIL

NOT TO SCALE



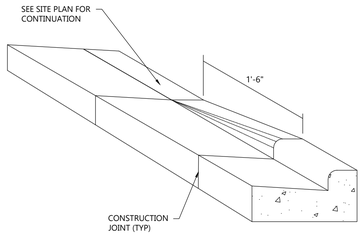
CURB CUT DETAIL

NOT TO SCALE



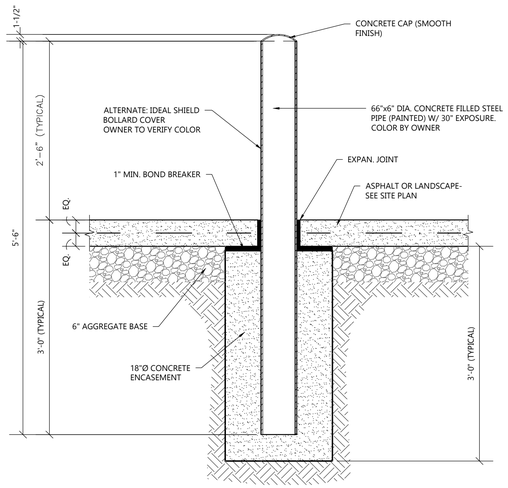
STORM MANHOLE DETAIL

NOT TO SCALE



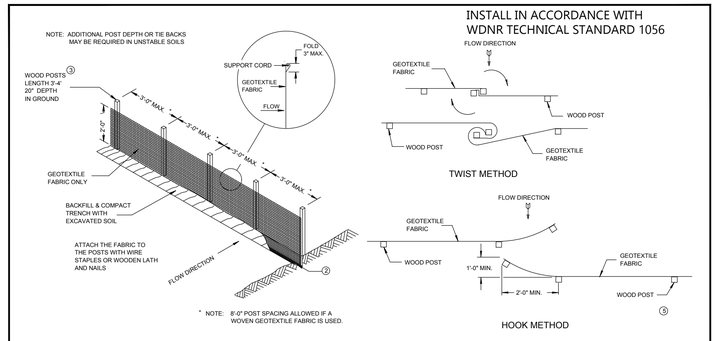
CURB TAPER DETAIL

NOT TO SCALE



6" PIPE BOLLARD DETAIL

NOT TO SCALE



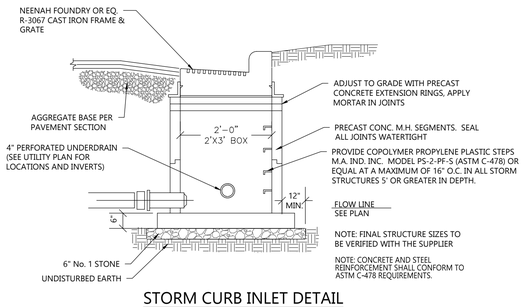
SILT FENCE - INSTALLATION DETAIL

NOT TO SCALE



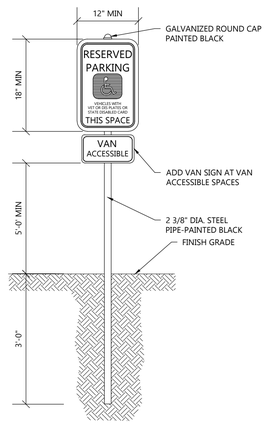
FLUSH WALK DETAIL

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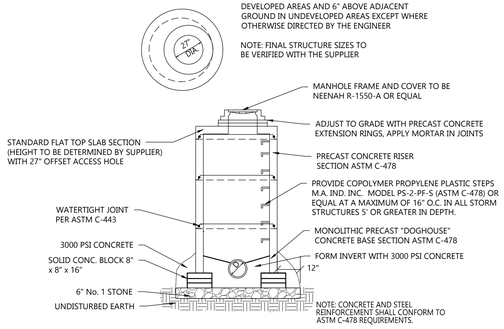
STORM CURB INLET DETAIL

NOT TO SCALE



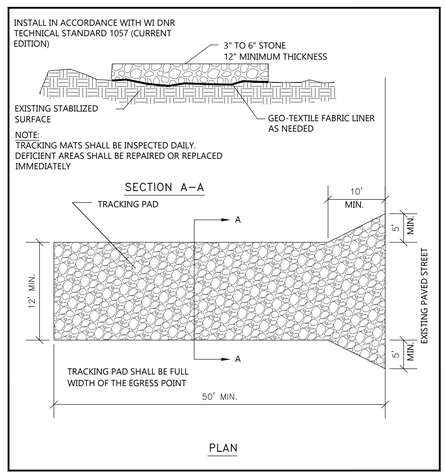
HANDICAP SIGNAGE WITHOUT CONCRETE BASE DETAIL

NOT TO SCALE



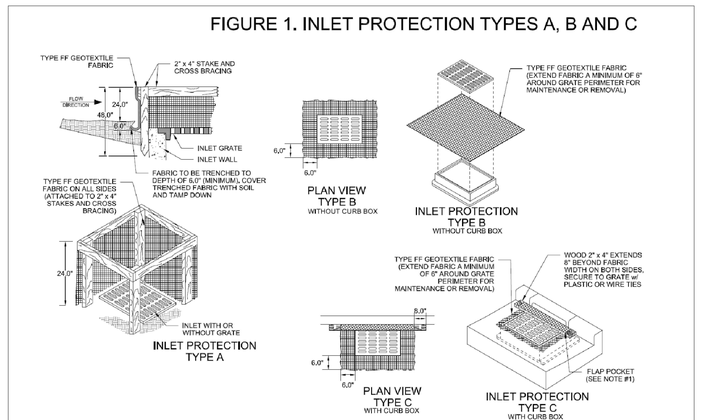
STORM MANHOLE OVER EXISTING PIPE DETAIL

NOT TO SCALE



TRACKPAD DETAILS

NOT TO SCALE



NOTES:

1. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2" x 4", THE REBAR, STEEL PIPE, OR WOOD SHALL BE INSTALLED IN THE REAR FLAP AND SHALL NOT BLOCK THE TOP HALF OF THE CURB FACE OPENING.

MAINTENANCE NOTES:

1. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED IN THE FABRIC DOES NOT FALL INTO THE STRUCTURE. MATERIAL THAT HAS FALLEN INTO THE INLET SHALL BE IMMEDIATELY REMOVED.

WISCONSIN DEPT. OF NATURAL RESOURCES
1060
TECHNICAL STANDARD No.
12/2021
REVISION DATE
NOT TO SCALE

INLET PROTECTION DETAIL

NOT TO SCALE

CIVIL DETAILS

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PROJECT INFORMATION

PROPOSED COFFEE SHOP FOR:
7 BREW - WHITEWATER
1155 W MAIN ST • WHITEWATER, WI 53190

PROFESSIONAL SEAL

SHEET DATES

ISSUED FOR APPROVAL

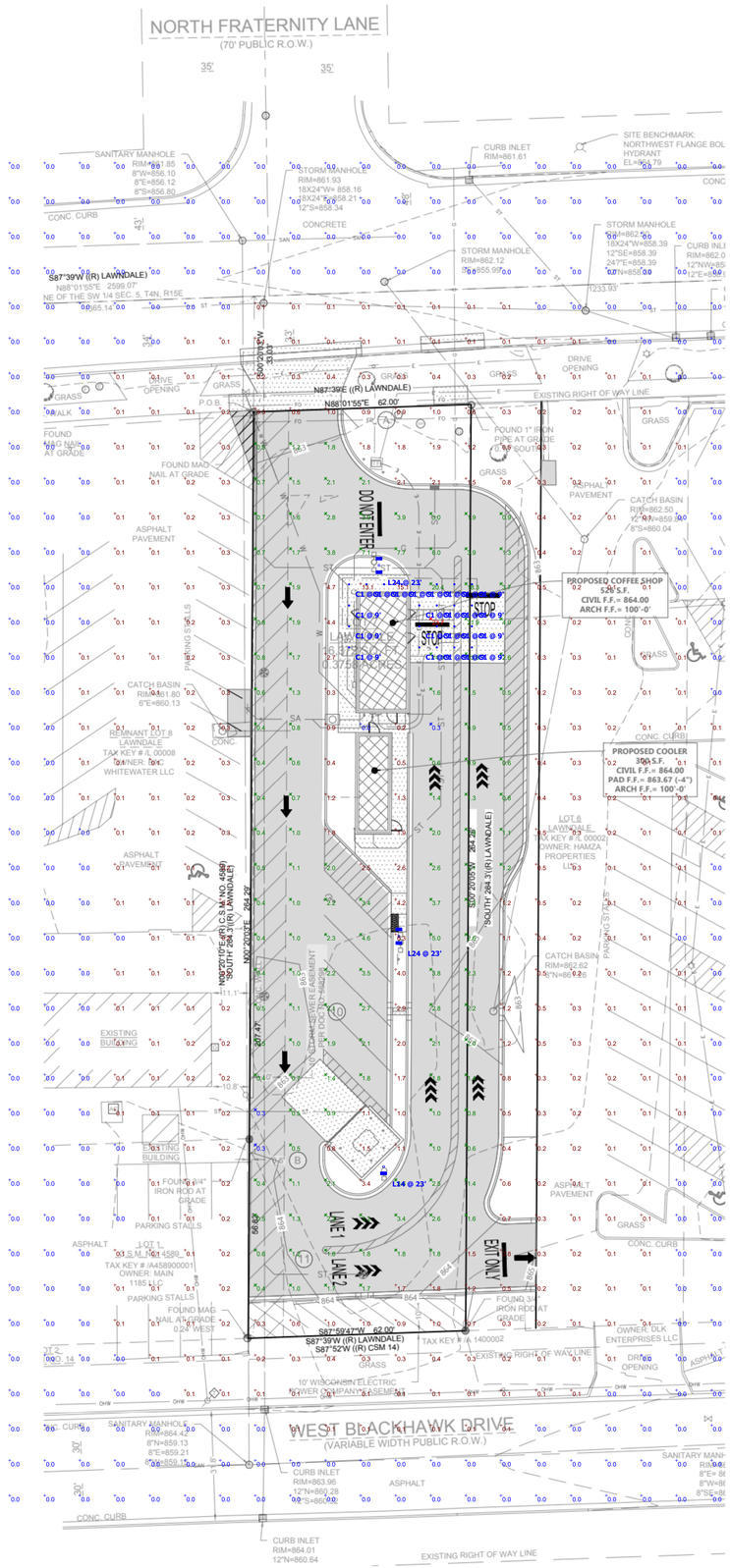
IFA	OCT. 12, 2026

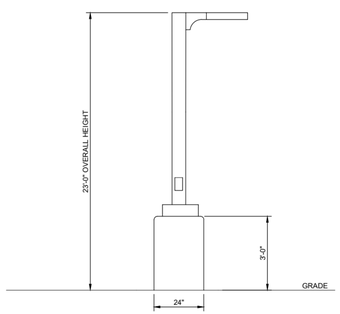
JOB NUMBER

260348200

SHEET NUMBER

C2.0





LIGHT POLE DETAIL

NO SCALE

6RLD G4

JUNO

RLD Series LED Downlight Retrofit

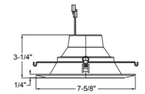
6" LED Retrofit Baffle Trim Module

Project:	
Fixture Type:	
Location:	
Contact/Phone:	

6RLD G4 Series



Dimensions



Ships with:



E26 Adapter

Product Features

The 6" RLD LED module provides an affordable means to create a wall lit environment with exceptional energy efficiency and near zero maintenance. Great for retrofit into existing downlight cans or for use in new construction and remodel applications. The LED module maintains at least 70% light output for 50,000 hours.

- Durable die-cast aluminum all-in-one design replaces traditional lamp and trim for energy savings
- Crisp baffle grooves and deep source regression minimizes glare and ceiling brightness
- Dedicated 6" trim size provides proper scale and aesthetics to replace 6" legacy trims with minimal flange thickness

Applications

- Retrofit into existing downlight cans or use as an economical LED solution for new construction downlighting in residential and light commercial applications
- Torsion springs are pre-installed for ease of installation and suitable for installation in 6" standard and shallow-height housings
- Wet rated and air-loc: perfect for showers and bathrooms

Performance

Delivered Lumens	Nominal 700L or 1000L
LED Color Temperature	2700K, 3000K
CRI	90+
Voltage	Dedicated 120V
Dimming	Dimmable flicker-free dimming from 100% to 5%

For a list of compatible dimmers see JUNORLDSERIES-DIM

Specifications

Aperture: 6"
Ceiling opening: 6.5"
Overlap trim: 7.625"
Height: 3.25"

AcuityBrands. One Lithonia Way • Conyers, GA 30012 • Phone 1-800-705-SERV (7378) • Visit us at www.acuitybrands.com
Printed in U.S.A. © 2021-2022 Acuity Brands Lighting, Inc. Rev. 11/7/22
Light Commercial & Residential



RSX1 LED
Area Luminaire

Catalog Number
Notes
Type

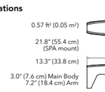
Introduction

The new RSX LED Area family delivers maximum value by providing significant energy savings, long life and outstanding photometric performance at an affordable price. The RSX1 delivers 7,000 to 17,000 lumens allowing it to replace 70W to 400W HID luminaires.

The RSX features an integral universal mounting mechanism that allows the luminaire to be mounted on most existing drill hole patterns. This "no-drill" solution provides significant labor savings. An easy-access door on the bottom of mounting arm allows for wiring without opening the electrical compartment. A mast arm adaptor, adjustable integral slipfitter and other mounting configurations are available.

Specifications

EPA (ft²@0°):	0.57 ft² (0.05 m²)
Length:	21.8" (55.4 cm) (SPA mount)
Width:	13.3" (33.8 cm)
Height:	3.0" (7.6 cm) Main Body 7.2" (18.4 cm) Arm
Weight: (SPA mount):	22.0 lbs (10.0 kg)



design select

Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect.
*See ordering tree for details

Design Select options indicated by this color background.

Ordering Information **EXAMPLE:** RSX1 LED P4 40K R3 MVOLT SPA DDBXD

RSX1 LED

Series	Performance Package	Color Temperature	Distribution	Voltage	Mounting
RSX1 LED	P1 P2 P3 P4	30K 3000K 40K 4000K 50K 5000K	R2 Type 2 Wide R3 Type 3 Wide R3S Type 3 Short R4 Type 4 Wide R4S Type 4 Short R5 Type 5 Wide * R5S Type 5 Short * AFR Automotive Front Row AFRR90 Automotive Front Row Right Rotated AFRL90 Automotive Front Row Left Rotated	MVOLT (120V-277V) * HVOLT (347V-480V) * XVOLT (277V-480V) * (use specific voltage for options as noted) 120 * 277 * 208 * 347 * 240 * 480 *	SPA Square pole mounting (3.0" min. SQ pole for 1 at 90°, 3.5" min. SQ pole for 2, 3, 4 at 90°) RPA Round pole mounting (2.7" min. dia. RND pole for 2, 3, 4 at 90°, 3.0" min. dia. RND pole for 1 at 90°, 2 at 180°, 3 at 90°) WA Mast arm adapter (fits 2-3/8" OD horizontal tenon) IS Adjustable slipfitter (fits 2-3/8" OD tenon) * WBA Wall bracket * WBASC Wall bracket with surface conduit box ADSP Adjustable tilt arm square pole mounting * ADRP Adjustable tilt arm round pole mounting * ADWB Adjustable tilt arm with wall bracket * ADWSC Adjustable tilt arm wall bracket and surface conduit box *

Options		Shipped Installed		Finish	
Shipped Installed		**Standalone and Networked Sensors/Controls (factory default settings, see table page 9)**		DDBXD	Dark Bronze
WS	House-side shield *	NLTAIR2 PIRHN	nLight AIR generation 2, with Networked, Bi-level motion/ambient sense *,**,***,****	DBLBD	Black
PE/ET	Photocontrol, button style ***			DNAXD	Natural Aluminum
SF	Single fuse (120, 277, 347) *	BAA	Buy American Act and/or Build America Buy America Qualified	DWHXD	White
DF	Double fuse (208, 240, 480) *	CCE	Coastal Construction *	DDBTXD	Textured Dark Bronze
SPD20KV	20kV Surge pack (10kV standard)	*Note: NLTAIR2 PIRHN with nLight Air can be used as a standalone or networked solution. Sensor coverage pattern is affected when luminaire is tilted.		DBLBXD	Textured Black
FAO	Field adjustable output *	Shipped Separately (requires some field assembly)		DNATXD	Textured Natural Aluminum
DIML	0-10V dimming extend out back of housing for external control (control ordered separate) *	EGS	External glare shield	DWHGXD	Textured White
		EGFF	External glare full visor (360° around light aperture) *		
		BS	Bird spikes *		

LITHONIA LIGHTING COMMERCIAL OUTDOOR
1 Acuity Way • Decatur, GA 30035 • Phone: 1-800-705-SERV (7378) • www.acuitybrands.com
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Lithonia RSX1 Area LED
Rev. 07/22/26
Page 1 of 9

Schedule

Symbol	Label	Quantity	Manufacturer	Catalog Number	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage
	C1	23	Juno Lighting	6RLD G4 10LM 30K 90CRI 120 FRPC WWH M6	1	1081	0.85	11.6
	L24	2	Lithonia Lighting	RSX1 LED P2 40K R4S	1	9621	0.85	145.8934
	L14	1	Lithonia Lighting	RSX1 LED P2 40K R4S	1	9621	0.85	72.9467

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	0.6 fc	23.7 fc	0.0 fc	N/A	N/A
PARKING LOT	X	2.5 fc	23.7 fc	0.3 fc	79.0:1	8.3:1

SCALE: 1"= 20'
20' 0 20' 40'
NORTH

CIVIL SITE PHOTOMETRIC PLAN & DETAILS

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920-926-9800
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PROJECT INFORMATION

PROPOSED COFFEE SHOP FOR:

7 BREW - WHITEWATER

1155 W MAIN ST • WHITEWATER, WI 53190

PROFESSIONAL SEAL

SHEET DATES

ISSUED FOR APPROVAL

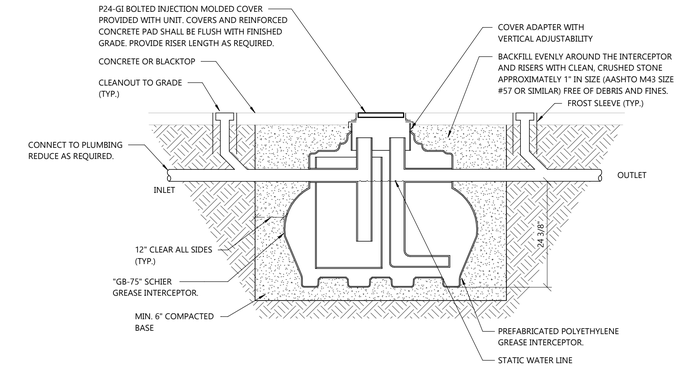
IFA OCT. 12, 2026

JOB NUMBER

260348200

SHEET NUMBER

C3.1



1 / C3.2 EXTERIOR GREASE INTERCEPTOR DETAIL
NOT TO SCALE

GREASE INTERCEPTOR CALCULATIONS Quote: 8EC4C7D4

Reference No. 110308 Project Name: 7 Brew - Whitewater

CALCULATIONS - USING WISCONSIN PLUMBING CODE

Step 1: Flow rate to grease interceptor

Pipe size flow rate (4 in):	75 GPM
	75 GPM

Step 2: Grease Production

Amount of square feet in facility: 526

Grease production value: Coffee Shop

(low / no flatware: 0.005 lbs per serving)

Days between pump-outs: 90 days

(526 x .6) / 14 x 4 x 0.005 x 90 = 40.577 lbs of FOG

Servings per day x Grease production value x Days between pump-outs = Grease output

SCHIER MODEL	
~~GB-50~~	~~**Description:** GREASE INTERCEPTOR 50 GPM / 75 GPM, 4" PLAN/FPT CONNECTIONS~~ ~~**Dimensions:** Length: 37", Width: 33", Height: 28.5"~~ ~~**Flow Rate/Grease Capacity:** 75 GPM / 287 lbs~~ ~~**Liquid Capacity:** 65 gal~~

FIXTURE INFORMATION

NAME/TAG	TYPE	QTY	DIMENSIONS	CAPACITY
3 Compartment Sink	3 Compartment Sink	1	21" x 21" x 14"	80.18 gal
Dipper Well	Dipper Well	3	N/A	0 gal
Floor Sink	Floor Sink	5	N/A	0 gal
Mop Sink	Mop Sink	1	24" x 24" x 10"	24.94 gal
Trench Drain	Floor Sink	2	N/A	0 gal

Specification Note: This Great Basin model has been sized to the flow rate and grease production requirements of the application and may not be substituted by liquid capacity alone. Any substitution requests must be approved by the specifying engineer and the authority having jurisdiction.

Please contact support@schierproducts.com for technical and procurement support for the specified Great Basin model.

GB-75

Description: GREASE INTERCEPTOR 50 GPM, 4" PLAN/FPT CONNECTIONS
Dimensions: Length: 47", Width: 33", Height: 42.75"
Flow Rate/Grease Capacity: 50 GPM/730 lbs
Liquid Capacity: 125 gal

CIVIL GREASE INTERCEPTOR DETAIL AND SCHEDULE

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Fond du Lac, WI 54935
920-926-9800
excelengineer.com

PROJECT INFORMATION

PROPOSED COFFEE SHOP FOR:
7 BREW - WHITEWATER
1155 W MAIN ST • WHITEWATER, WI 53190

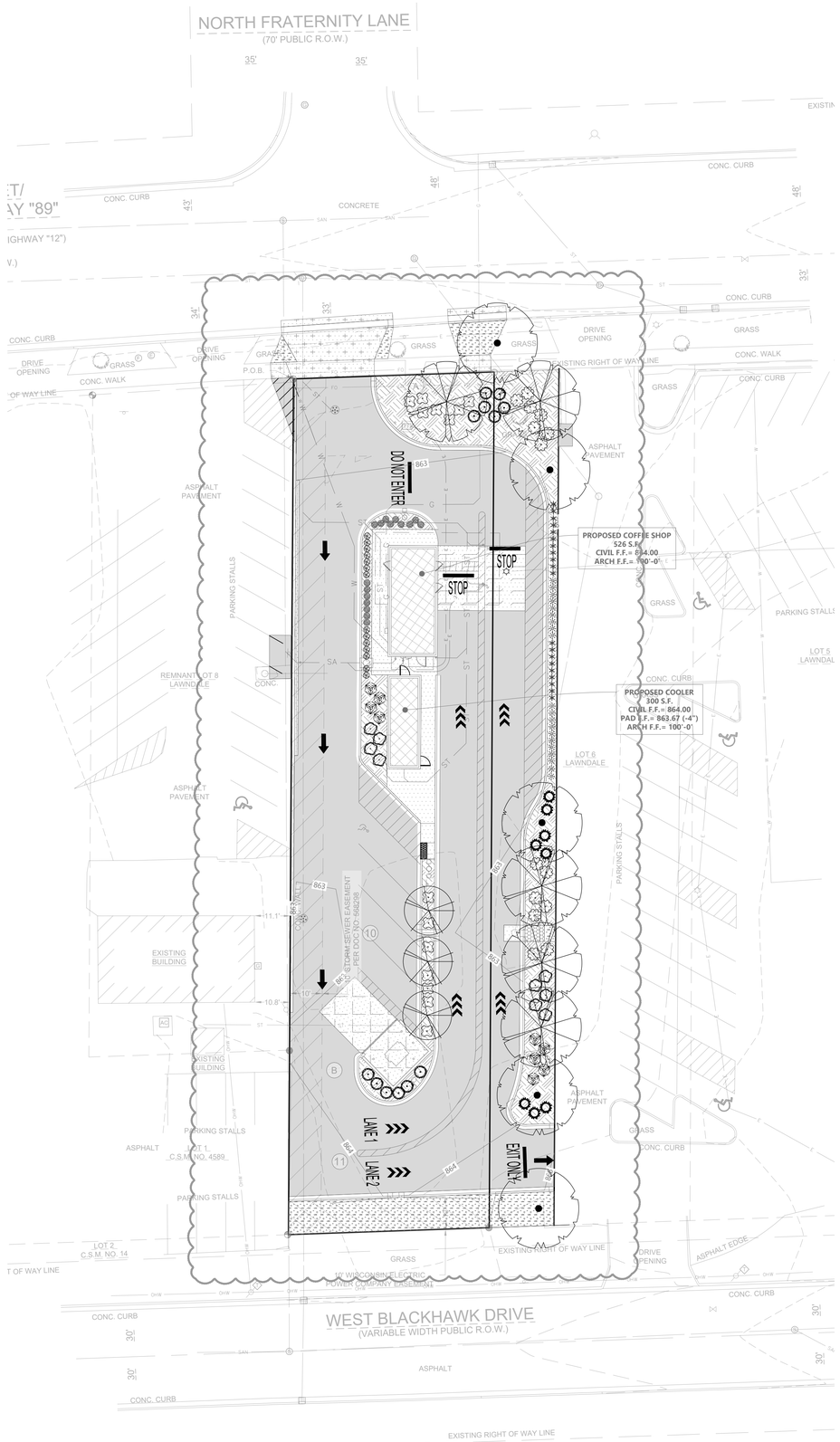
PROFESSIONAL SEAL

SHEET DATES
ISSUED FOR CONSTRUCTION
IFA OCT. 12, 2026

JOB NUMBER

SHEET NUMBER
C3.2

V:\Plt files\2025 Job Files\2503488200 Brew 4 You - 7 Brew - Whitewater WI\Cad\-revit plans\2503488200_PLBS_Central_25.rvt
11/6/2025 3:45:24 PM



OVERALL PLANT SCHEDULE

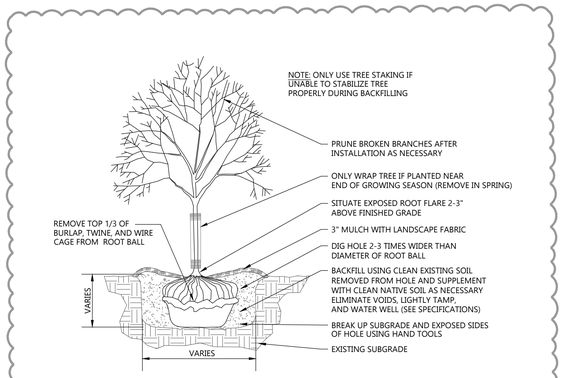
SYMBOL	COMMON NAME	BOTANICAL NAME	QUANTITY	POINTS	TOTAL POINTS	PLANTED SIZE	ROOT
LARGE DECIDUOUS TREES							
	Hackberry	Celtis occidentalis	5	150	750	2" CAL.	B&B
	Princeton Sentry Ginkgo	Ginkgo biloba 'Princeton Sentry'	3	150	450	2" CAL.	B&B
	Bald Cypress	Taxodium distichum	5	150	750	2" CAL.	B&B
					1,950 POINTS		
DECIDUOUS SHRUBS							
	Low Scape Snowfire Chokeberry	Aronia melanocarpa 'SMNAMPEM'	9	20	180	24" HT.	B&B
	Potentilla	Dasiphora fruticosa	14	20	280	24" HT.	B&B
	Little Devil Ninebark	Physocarpus opulifolius 'Donna May'	14	20	280	24" HT.	B&B
	Spilled Wine Weigela	Weigela florida 'Bokraspiwi'	9	20	180	24" HT.	B&B
					920 POINTS		
EVERGREEN SHRUBS							
	Green Velvet Boxwood	Buxus 'Green Velvet'	12	20	240	2 GAL.	CONT.
	Blue Star Juniper	Juniperus squamata 'Blue Star'	8	20	160	2 GAL.	CONT.
					400 POINTS		
ORNAMENTAL GRASSES							
	Overdam Feather Reed Grass	Calamagrostis x acutiflora 'Overdam'	20 (80 SF)	20 PER 20 SF	80	1 GAL.	CONT.
	Shenandoah Switch Grass	Panicum virgatum 'Shenandoah'	20 (80 SF)	20 PER 20 SF	80	1 GAL.	CONT.
					160 POINTS		
PERENNIALS							
	Rosy Returns Daylily	Hemerocallis 'Rosy Returns'	16 (64 SF)	20 PER 20 SF	64	1 GAL.	CONT.
	Cat's Pajamas Catmint	Nepeta 'Cat's Pajamas'	14 (56 SF)	20 PER 20 SF	56	1 GAL.	CONT.
					120 POINTS		

LANDSCAPING CALCULATIONS

ZONE	REQ. PLANTS	PLANTS PROVIDED
STREET FRONTAGE	- 1 DECIDUOUS TREE PER 35' ALONG EACH STREET RIGHT-OF-WAY NORTH: 82/35 = 2.3 TREES SOUTH: 82/35 = 2.3 TREES	NORTH: 2 TREES (1 EXISTING) SOUTH: 1 TREE (EASEMENT CONFLICT)
PAVED AREA	- 1 LARGE DECIDUOUS TREE AND 60 POINTS OF LANDSCAPING PER 1,500 SF OF PAVED AREA 14,776/1,500 = 9.9 TREES AND 594 POINTS OF LANDSCAPING	10 TREES 150 POINTS OF TREES 460 POINTS OF SHRUBS
FOUNDATION	- 160 POINTS OF LANDSCAPING PER 100 LF OF WALL VISIBLE FROM PUBLIC RIGHTS-OF-WAY AND ADJOINING SITES 152/100 = 243.2 POINTS	260 TOTAL POINTS 120 POINTS OF PERENNIALS 140 POINTS OF SHRUBS
BUFFERYARD	- 10' WIDE, 2 LARGE DECIDUOUS TREES, 5 SMALL DECIDUOUS TREES, AND/OR EVERGREEN TREES, AND 12 SHRUBS PER 100' 82/100 = 1.6 LARGE TREES, 4.1 SMALL TREES, AND 9.8 SHRUBS	N/A DUE TO 10' UTILITY EASEMENT
GENERAL YARD	- 200 POINTS PER 5,000 SF OF TOTAL SITE AREA. SHOULD BE LOCATED IN STREET FACING YARDS 21,656/5,000 = 866 POINTS	870 TOTAL POINTS 160 POINTS OF PERENNIALS 720 POINTS OF SHRUBS
SCREENING	- DUMPSTERS, STORAGE, AND UTILITY AREAS SHOULD BE SCREENED BY A FENCE, WALL, OR LANDSCAPING 6-8' TALL	AREAS PLANNED TO BE SCREENED

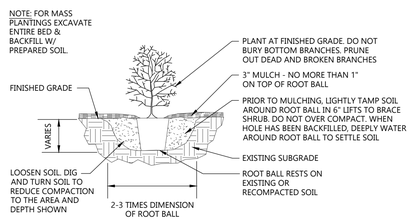
HATCH KEY:

HATCH	LANDSCAPE MATERIAL
	RIVER ROCK
	SEEDED LAWN



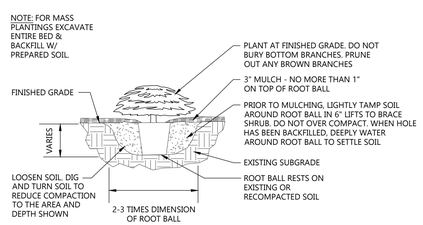
DECIDUOUS TREE PLANTING DETAIL

NOT TO SCALE



DECIDUOUS SHRUB PLANTING DETAIL

NOT TO SCALE



EVERGREEN SHRUB PLANTING DETAIL

NOT TO SCALE

SCALE: 1" = 20'

NORTH

20' 0 20' 40'

CIVIL LANDSCAPE AND RESTORATION PLAN

EXCEL
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Fond du Lac, WI 54935
920-926-9800
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PROJECT INFORMATION

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PROFESSIONAL SEAL

SHEET DATES

ISSUED FOR APPROVAL

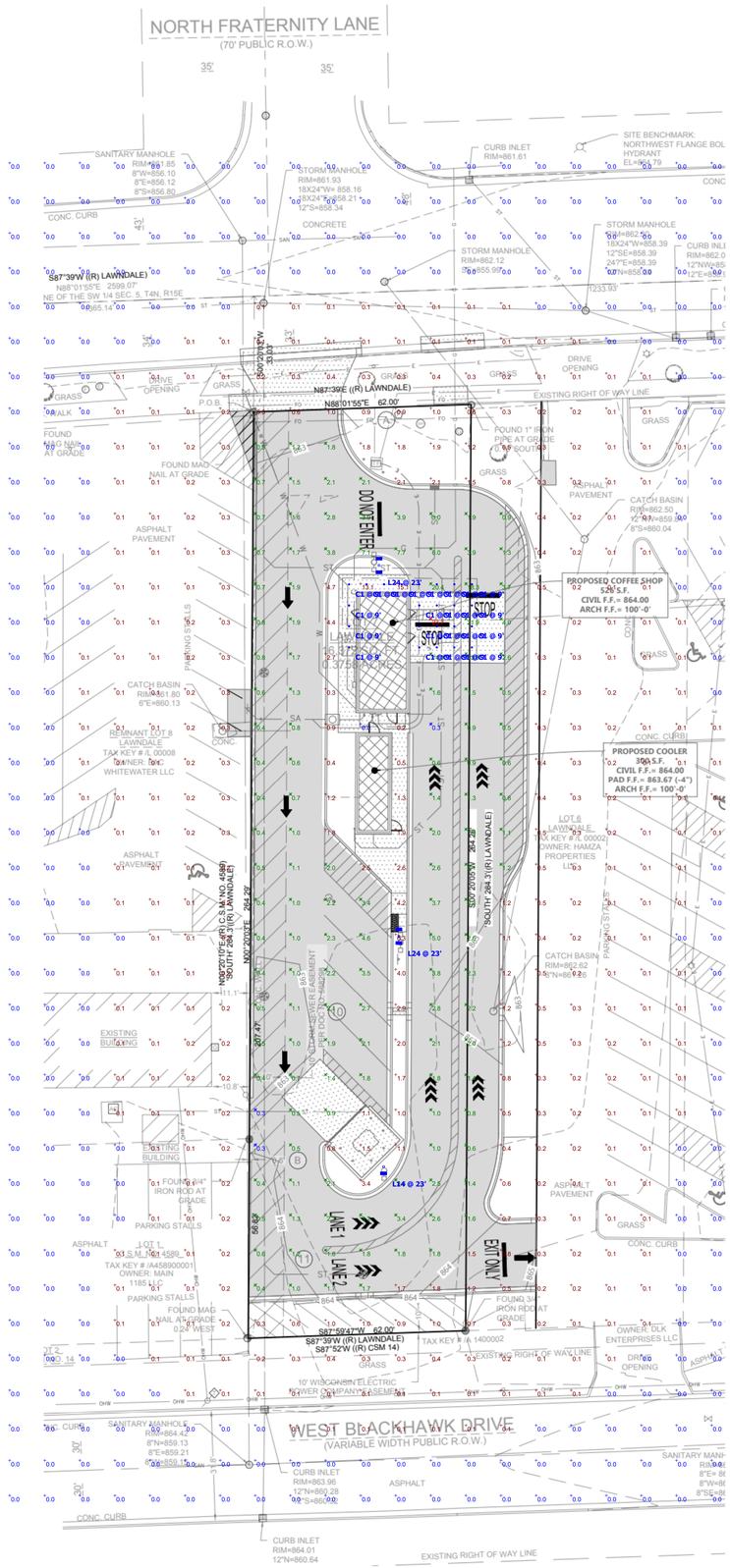
IFA	OCT. 12, 2026
AD1	OCT. 13, 2026

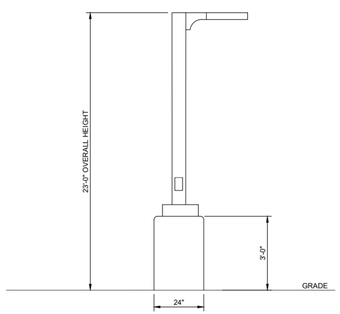
JOB NUMBER

260348200

SHEET NUMBER

C1.4





LIGHT POLE DETAIL

NO SCALE

6RLD G4

JUNO

RLD Series LED Downlight Retrofit

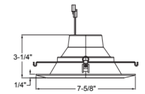
6" LED Retrofit Baffle Trim Module

Project:	
Fixture Type:	
Location:	
Contact/Phone:	

6RLD G4 Series



Dimensions



Ships with:



E26 Adapter

Product Features

The 6" RLD LED module provides an affordable means to create a wall lit environment with exceptional energy efficiency and near zero maintenance. Great for retrofit into existing downlight cans or for use in new construction and remodel applications. The LED module maintains at least 70% light output for 50,000 hours.

- Durable die-cast aluminum all-in-one design replaces traditional lamp and trim for energy savings
- Crisp baffle grooves and deep source regression minimizes glare and ceiling brightness
- Dedicated 6" trim size provides proper scale and aesthetics to replace 6" legacy trims with minimal flange thickness

Applications

- Retrofit into existing downlight cans or use as an economical LED solution for new construction downlighting in residential and light commercial applications
- Torsion springs are pre-installed for ease of installation and suitable for installation in 6" standard and shallow-height housings
- Wet rated and air-loc: perfect for showers and bathrooms

Performance

Delivered Lumens	Nominal 700L or 1000L
LED Color Temperature	2700K, 3000K
CRI	90+
Voltage	Dedicated 120V
Dimming	Dimmable flicker-free dimming from 100% to 5%

For a list of compatible dimmers see JUNORLDSERIES-DIM

Specifications

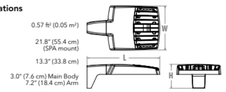
Aperture: 6"
Ceiling opening: 6.5"
Overlap trim: 7.625"
Height: 3.25"



RSX1 LED
Area Luminaire

Specifications

EPA (ft²/80°):	0.57 ft² (0.05 m²)
Length:	21.8" (55.4 cm) (SPA mount)
Width:	13.3" (33.8 cm)
Height:	3.0" (7.6 cm) Main Body 7.2" (18.4 cm) Arm
Weight: (SPA mount):	22.0 lbs (10.0 kg)



Introduction

The new RSX LED Area family delivers maximum value by providing significant energy savings, long life and outstanding photometric performance at an affordable price. The RSX1 delivers 7,000 to 17,000 lumens allowing it to replace 70W to 400W HID luminaires.

The RSX features an integral universal mounting mechanism that allows the luminaire to be mounted on most existing drill hole patterns. This "no-drill" solution provides significant labor savings. An easy-access door on the bottom of mounting arm allows for wiring without opening the electrical compartment. A mast arm adaptor, adjustable integral slipfitter and other mounting configurations are available.

design select

Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect.
*See ordering tree for details

Design Select options indicated by this color background.

Ordering Information **EXAMPLE:** RSX1 LED P4 40K R3 MVOLT SPA DDBXD

RSX1 LED

Series	Performance Package	Color Temperature	Distribution	Voltage	Mounting
RSX1 LED	P1 P2 P3 P4	30K 3000K 40K 4000K 50K 5000K	R2 Type 2 Wide R3 Type 3 Wide R3S Type 3 Short R4 Type 4 Wide R4S Type 4 Short R5 Type 5 Wide* R5S Type 5 Short* AFR Automotive Front Row AFR90 Automotive Front Row Right Rotated AFRL90 Automotive Front Row Left Rotated	MVOLT (120V-277V)* HVOLT (347V-480V)* XVOLT (277V-480V)* (use specific voltage for options as noted) 120* 277* 208* 347* 240* 480*	SPA Square pole mounting (3.0" min. SQ pole for 1 at 90°, 3.5" min. SQ pole for 2, 3, 4 at 90°) RPA Round pole mounting (3.2" min. dia. RND pole for 2, 3, 4 at 90°, 3.0" min. dia. RND pole for 1 at 90°, 2 at 180°, 3 at 90°) WBA Wall adaptor (fits 2-3/8" OD horizontal tenon) SA Adjustable slipfitter (fits 2-3/8" OD tenon)* WBA Wall bracket* WBASC Wall bracket with surface conduit box ASP Adjustable tilt arm square pole mounting* ARP Adjustable tilt arm round pole mounting* A2WB Adjustable tilt arm with wall bracket* A2WSC Adjustable tilt arm wall bracket and surface conduit box*

Options		Finish	
Shipped Installed			
WS House-side shield*		DDBXD Dark Bronze	
PE Photocontrol, button style**		DBLXD Black	
PER7 Seven-wire twist-lock receptacle only (no controls)**		DNAXD Natural Aluminum	
SF Single fuse (120, 277, 347)*		DWHXD White	
DF Double fuse (208, 240, 480)*		DDBTXD Textured Dark Bronze	
SPD20KV 20KV Surge pack (10KV standard)		DBLBXD Textured Black	
FAO Field adjustable output*		DNATXD Textured Natural Aluminum	
DIML 0-10V dimming extend out back of housing for external control (control ordered separate)*		DWHGXD Textured White	
**Standalone and Networked Sensors/Controls (factory default settings, see table page 9)			
NLTAIR2 PIRHN nLight AIR generation 2, with Networked, 8-40' motion sensor**			
BAA Buy American Act and/or Build America Buy America Qualified			
CCE Coastal Construction*			
*Note: NLTAIR2 PIRHN with nLight Air can be used as a standalone or networked solution. Sensor coverage pattern is affected when luminaire is tilted.			
Shipped Separately (requires some field assembly)			
EGS External glare shield			
EGFV External glare full visor (360° around light aperture)			
BS Bird spikes*			

Schedule

Symbol	Label	Quantity	Manufacturer	Catalog Number	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage
	C1	23	Juno Lighting	6RLD G4 10LM 30K 90CRI 120 FRPC WWH M6	1	1081	0.85	11.6
	L24	2	Lithonia Lighting	RSX1 LED P2 40K R4S	1	9621	0.85	145.8934
	L14	1	Lithonia Lighting	RSX1 LED P2 40K R4S	1	9621	0.85	72.9467

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	0.6 fc	23.7 fc	0.0 fc	N/A	N/A
PARKING LOT	X	2.5 fc	23.7 fc	0.3 fc	79.0:1	8.3:1

SCALE: 1"= 20'
20' 0 20' 40'
NORTH

CIVIL SITE PHOTOMETRIC PLAN & DETAILS

EXCEL
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Fond du Lac, WI 54935
920-926-9800
excelengineer.com

PROJECT INFORMATION

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7 BREW - WHITEWATER

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PROFESSIONAL SEAL

SHEET DATES

ISSUED FOR APPROVAL

IFA OCT. 12, 2026

JOB NUMBER

260348200

SHEET NUMBER

C3.1

October 12, 2026

Project Narrative

Project: 7Brew – Whitewater, WI
1155 W Main St.
Whitewater, WI 53190

The proposed development is a 526 SF drive-thru coffee shop and 300 SF cooler located on 0.49-acres of Parcel #00007, at 1155 W Main St in the City of Whitewater. The lot is currently zoned B-1 Community Business. The existing site consists of a vacant building and parking lot that will be removed in the proposed condition.

The proposed development will be a drive-thru coffee shop and will operate between the hours of 5:30am to 11pm. There will be an average of 10 employees per shift.

The proposed structures will have a 3.8% building floor area ratio. The structures will have exterior materials that match design standards and enhance the aesthetic of the area.

The existing building and parking lot cover 15,953 s.f. (73%) of the site. The proposed buildings, parking and drive isles will cover 16,781 (77%) of the site, this results in an area of disturbance of 19,750 s.f.. The proposed development disturbs less than 20,000 s.f. therefore stormwater management regulations do not apply to this project. Stormwater runoff will continue to drain into the existing storm system. Erosion control on site is accounted for in the plans to limit sediment from leaving the site. Existing sanitary and water mains will be utilized.

October 7, 2026

City of Whitewater
Plan and Architectural Review Commission
Neighborhood Services Department
Whitewater, Wisconsin

RE: Request for Parking Leniency – Whitewater Plaza
1139 W. Main Street, Whitewater, WI 53190

Dear Members of the Plan and Architectural Review Commission:

On behalf of the property owner of Whitewater Plaza, located at 1139 W. Main Street in the City of Whitewater, I respectfully submit this letter in support of a request for parking leniency for the existing shopping center.

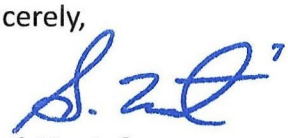
Whitewater Plaza is an established, multi-tenant commercial shopping center containing approximately 26,516 square feet of building area. The property currently provides approximately 102 surface parking spaces for use by the center's tenants, customers, and visitors. The existing parking supply has historically served the property and its various commercial uses sufficiently and even in abundance.

The property is an established commercial development located along West Main Street and in close proximity to the University of Wisconsin–Whitewater. The center serves a variety of complementary retail, service, fitness, and restaurant uses. Because these uses have differing peak periods of activity, the demand for parking is not uniform throughout the day. As a result, the existing parking supply can be reduced and still efficiently accommodate customers and employees across the various businesses within the center.

We respectfully request the City's consideration and approval of this parking reduction/leniency request for Whitewater Plaza. The owner appreciates the City's consideration of this matter and is committed to maintaining the property in a manner that is safe, functional, attractive, and beneficial to the Whitewater community.

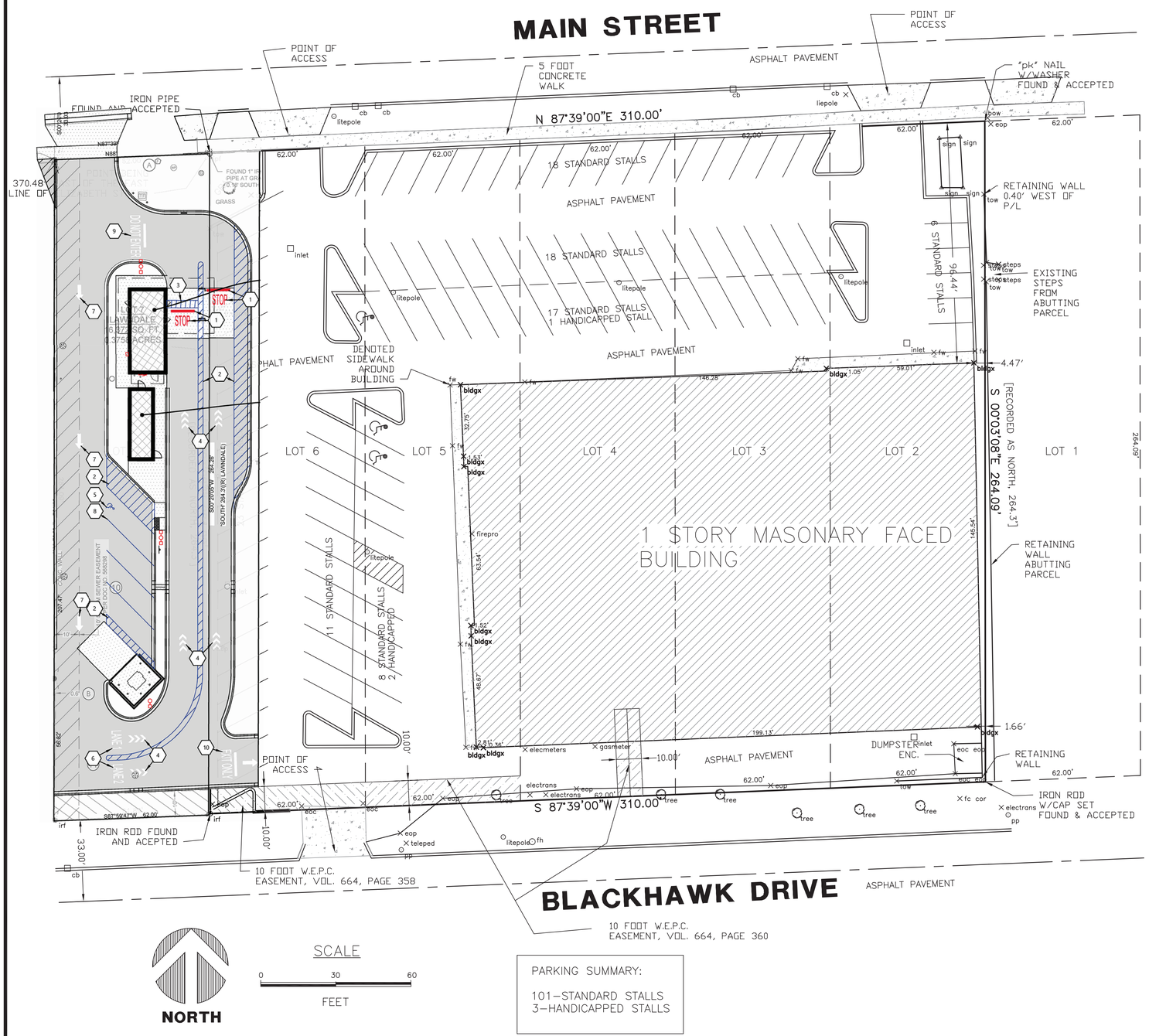
Please feel free to contact me should you have any questions or require additional information regarding this request.

Sincerely,



Saad Mustafa
President
1907 Center Ave

Janesville, WI 53546
Cell: (612) 875-9765
Email: smustafa@xtreme-smoke.com



SURVEYOR'S CERTIFICATION:

TO: R.A.P. OF PEWAUKEE, A Wisconsin limited liability company
METROPOLITAN INVESTMENTS, LLC
CHICAGO TITLE INSURANCE COMPANY

This is to certify that this map or plat and the survey on which it is based were made in accordance with **"MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS"** established and adopted by ALTA, ACSM and NSPS in 1999, and included Items No. 1,3,4,6,7(a),8,9, &11 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA, NSPS and ACSM and in effect on the date of this certification, undersigned further certifies that proper field procedures, instrumentation and adequate survey personnel were employed in order to achieve results comparable to those outlined in the "Minimum Angle, Distance and Closure Requirements for Survey Measurements with Control Land Boundaries for ALTA/ACSM Land Title Surveys"

Date: January 26, 2005

_____
AMERICAN SURVEYING COMPANY, INC.
PETE L. BAILEY, RLS NO. 1398

FLOOD PLAIN CERTIFICATION:

Per FIMA community map panel NO. 5500200-0004-B, effective JUNE 1, 1982, this site is within a Zone C; area of minimal flooding.

PARKING AREA:

-Parking stalls shown and recuperated on the survey.

PUBLIC UTILITIES:

-All public utilities, sanitary sewer, storm sewer and water main exists within the right of way of MAIN STREET.
-Electric, Telephone and gas exist within the right of way of MAIN STREET and BLACKHAWK DRIVE

LEGAL DESCRIPTION:

Lots 2, 3, 4, 5 and 6, in "LAWNDALE", in the Southwest ¼ of Section 5, Township 4 North, Range 15 East, in the City of Whitewater, County of Walworth, State of Wisconsin.
Contains 81,803 sq.ft. or 1.87794 acres of land.

CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 412949
DATED DECEMBER 10, 2004 @ 7:00 AM
SCHEDULE B-II:

ITEMS NO. 9 THOUGH 14: SURVEYOR HAS NO KNOWLEDGE CONCERNING THSES ITEMS.

ITEM NO. 15: UTILITY EASEMENT, VOL. 664, PAGE 360, SHOWN ON PLAT OF SURVEY.

ITEM NO. 16: UTILITY EASEMENT, VOL. 664, PAGE 358, SHOWN ON PLAT OF SURVEY.

AMERICAN SURVEYING COMPANY, INC.
12207 C.T.H. "K" FRANKSVILLE, WISCONSIN 53126
TEL. (262) 835-4774 FAX: (262) 835-2379
beauforbailey@hotmail.com

DRAWN BY:	PLB	REVISIONS:	DATE
CHECKED BY:	PLB		
PLOT SCALE:	1 = 30		
DATE:	01/26/2005		
JOB NO.:	2005014	CLIENT NO.	02580
DWG. FILE:	JN205029		

CITY OF WHITEWATER

PROJECT:
PLAT OF SURVEY/ ALTA BOUNDARY
PREPARED FOR: R.A.P. OF PEWAUKEE, LLC.

Sheet 1 of 1

STRAND ASSOCIATES®
Excellence in Engineering℠

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

November 4, 2026

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

Re: Review of Proposed Seven Brew Traffic Impact
City of Whitewater, Wisconsin (City)

Dear Mr. Marquardt:

Strand Associates, Inc.® (Strand) reviewed the traffic impacts of the Seven Brew that is proposed to replace the site at 1155 West Main Street. This evaluation included a review of existing Main Street roadway volumes and capacity, an evaluation of anticipated driveway volumes for both Seven Brew access points, and potential traffic signal warrant triggers that could require follow-up investigation.

Main Street Daily Traffic Evaluation

Average annual daily traffic (AADT) volumes were reviewed for the segment of Main Street west of South Prince Street on the Wisconsin Department of Transportation (WisDOT) Traffic Count Map interactive mapping Web site. Data was available back through 2009 with the most recent AADT value of 10,600 vehicles per day (vpd) that was counted in 2025. The data shows a roadway that has fluctuated in volume from a low of 8,700 to 15,200 vpd over the past 15 years. The general growth trend taken from 2018 to 2025 shows an annual growth rate of slightly more than 3 percent per year.

Main Street is a four-lane undivided roadway through this area. According to the WisDOT Facilities Development Manual, the range of capacity for a four-lane undivided roadway is 17,500 to 47,000 vpd. The exact capacity is influenced by items such as access density and number of left turns. Given the use of Main Street through this area, it was assumed that the capacity is 20,000 vpd. Even the highest AADT of 15,200 vpd from 2012 is only approximately three quarters the capacity of Main Street in this area. Figure 1 shows the Main Street AADT volumes from 2012 through 2025.

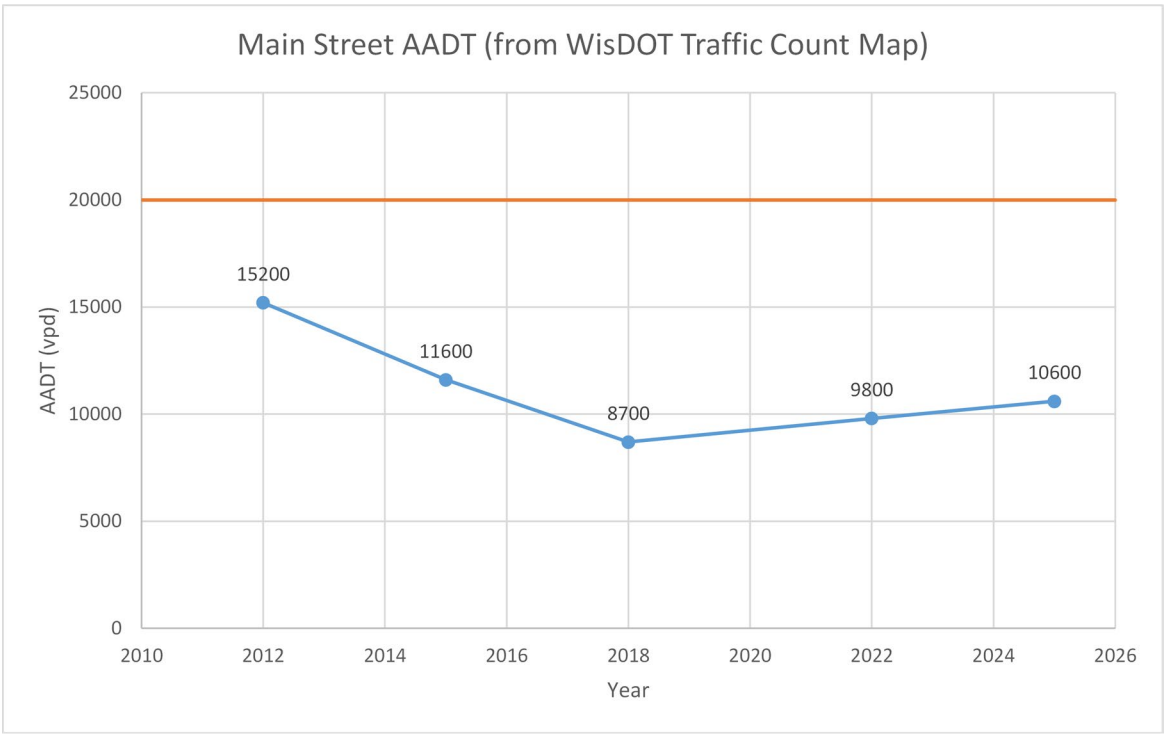
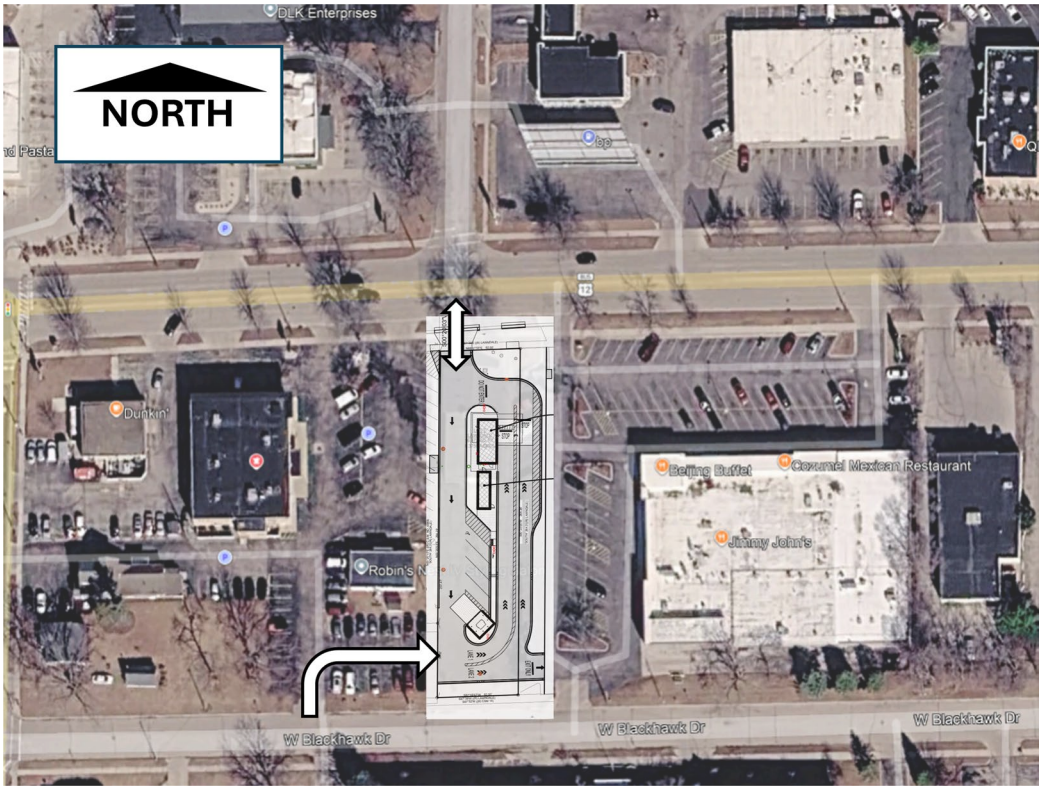


Figure 1 Main Street AADT History

Anticipated Driveway Volumes

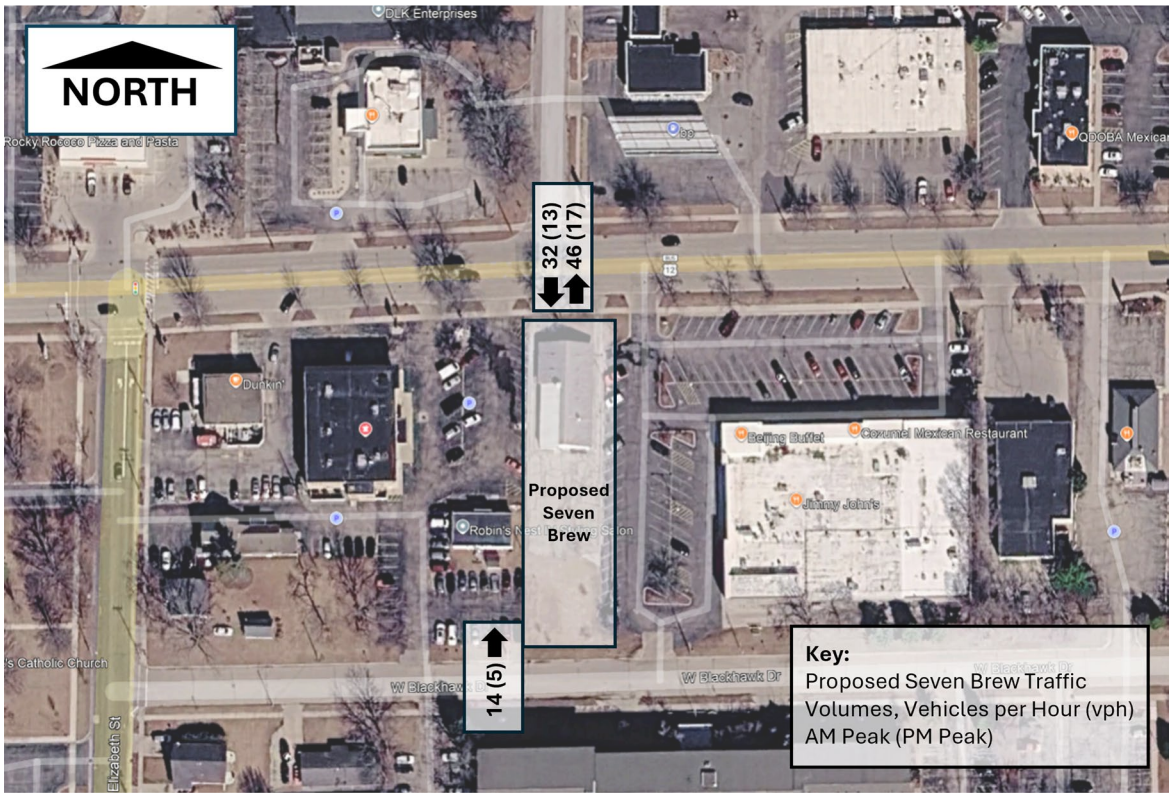
Strand performed a trip generation using the Institute of Transportation Engineers' Trip Generation Web-based application based on the *Trip Generation Manual, 12th Edition* to determine the volumes anticipated to be generated by the proposed Seven Brew. One driveway scenario was considered as existing roadway traffic with the proposed Seven Brew. Figure 2 shows the site plan for the proposed Seven Brew on Main Street.



Source: Google Earth Pro

Figure 2 Proposed Seven Brew Site Overview

The Seven Brew entering traffic was assigned to the driveways with 70 percent of the traffic using the Main Street driveway and 30 percent using the shared access driveway on West Blackhawk Drive. All exiting traffic from Seven Brew was assigned to the Main Street driveway. Figure 3 shows driveway Trip Generation volumes.



Source: Google Earth Pro

Figure 3 Trip Generation Driveway Volumes

An added surcharge for the proposed Seven Brew development was considered because of the Seven Brew brand's novelty drawing increased visitation but was ultimately not included. There will likely be an additional surcharge of traffic at opening and for a few months after opening. Traffic will likely decrease to assumed levels after the initial surcharge. Traffic increases from Seven Brew are moderate with the largest volume increases occurring during the AM peak hour as this is typically the busiest time for the proposed site type. On Saturdays there may be a further increase in traffic volume as this land use is busier in the later morning hours on Saturdays.

Traffic Signal Warrant Triggers

After review of the potential traffic volumes for the site it does not appear that the intersection will satisfy the 8- or 4-hour traffic signal warrants. However, it is important to note that the busier driveway to the Seven Brew site will be in the influence area of the Main Street and North Fraternity Lane intersection and then will then operate as a de-facto fourth leg of the intersection.

If pronounced delay occurs on a regular basis after the initial opening demand has passed and traffic has had time to adjust, then it may be necessary to conduct an intersection traffic count to evaluate the hourly turning movement volumes throughout the day. If traffic signal warrant thresholds were met at that time, then discussions on potential traffic control improvements could occur.

Conclusion

The proposed Seven Brew at 1155 West Main Street will result in traffic volume increases on the driveways to the site and on West Main Street in the vicinity of the development. The West Main Street driveway is likely to be most impacted, but the increases are anticipated to be minor. The section of West Main Street that this site is located on appears to have sufficient excess capacity to support the redevelopment of the area. However, because of the driveway on West Main Street's location adjacent to the Main Street and North Fraternity Lane intersection, study of the intersection as a four-leg intersection and further analysis of intersection traffic volumes could be considered.

Given the results of this analysis, it appears that the proposed Seven Brew should be acceptable. Traffic increases will be experienced most significantly upon opening with the novelty of this brand. We would anticipate that traffic increases will moderate once the development is past the initial opening period.

Please call 608-251-4843 if there are any questions.

Sincerely,

STRAND ASSOCIATES, INC.®



Kyle R. Henderson, P.E.

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Proposed 7Brew Landscape Plan

These recommendations give recommendations for replacement of non-native landscape plants with those that are native to Wisconsin. All of these Wisconsin natives are available at Johnson's Nursery or other Wisconsin plant dealers.

Replace Overdam Feather Reed Grass with Little Blue Stem

Replace Shenandoah Switch Grass with Purple Lovegrass (***Eragrostis spectabilis***)

Replace Cat's Pajamas Catmint with **Anise Hyssop** (***Agastache foeniculum***)

Replace Rosy Returns Daylily with Purple Coneflower

Replace Blue Star Juniper with Common Oldfield Juniper

Replace Little Devil Ninebark with Fragrant Sumac or New Jersey Tea

Submitted by Sherry Stanek, UFC Chair
November 2, 2026

These are the recommendations of the Urban Forestry Commission with the addition of reviewing if there will be irrigation available. If not, the recommendation would be to not plant the bald cypress.

City Of Whitewater

Site Plan Review Application Final

112 Questions

1) Site Plan *

2026-10-12-260348200-Sealed Civil Plans.pdf

2) Landscaping Plan *

260348200c-1_4.pdf

3) Lighting Plan *

260348200c-3_1.pdf

4) Other Information

7369.00 CSM 20261007.pdf, EC - Web Soil Survey.pdf, EC Permit App-Checklist-Signed.pdf, Floor Plan, Elevations, Dumpster Detail.pdf, Parking Leniency - Whitewater Plaza.pdf, Project Narrative.pdf, Sign_Brand_Book_Oct_2026.pdf

Site Plan Application Checklist

SITE PLAN APPLICATION CHECKLIST
Applicant

1. Fill out Planning Request Form and Plan of Operation Form. A digital copy of all submittal material:
a. Application Forms
b. Landscape plan indicating location, type and size of materials (Please review Landscaping Guidelines)
c. Stormwater and Erosion Control Applications (separate applications)
d. Lighting (Photometric) Plan
e. And any other materials
2. Application shall include the following Plan requirements:
a. All plans shall be drawn to scale and show all sides of the proposed building.
b. All plans will exhibit property exterior building materials and colors to be used.
c. All plans will exhibit proposed/existing off-street parking stalls and driveway/loading docks.
d. Building elevations must include the lot on which the structure is to be built and the street(s) adjacent to the lot.
3. Submit fee to the City of Whitewater.
City Building Inspector/Zoning Administrator
1. Review application for accuracy and all required information
2. Staff will review information for conformance to Ordinances.
3. Engineer will review Stormwater and Erosion Control Plans
4. Landscape Plan will be reviewed Urban Forestry Commission
5. When application is complete and approved by all Staff it will then be forwarded to Plan Commission
Process
1. Plan Commission considers applicant's request and staff review is presented by Zoning Administrator, at the first initial appearance. If Plan Commission recommends changes and/or revisions, then the applicant must revise site plan, otherwise the matter is forwarded as is for the second appearance for approval/denial of the final site plan.
NOTE: Plan Commission normally meets the second Monday of each month at 6:00 p.m. If a public hearing is required, it will be scheduled at the beginning of the Plan Commission meeting.
Urban Forestry Commission normally meets the fourth Monday of the month at 5:30
p.m.
Llana Dostie, Zoning Specialist
262-473-0144
ldostie@whitewater-wi.gov
Allison Schwark, Zoning Administrator
Municipal Code Enforcement
262-249-6701
mcodeenforcement@gmail.com

5) Parcel Tax Key

00007

6) Project Address *

1155 W Main St

7) Project Title (if any):

7 Brew

Applicant, Agent & Property Owner Information

8) Applicant's Name *

Jonathan Lippincott

9) Applicant's Company *

[redacted]

10) Address *

[redacted]

11) City *

[redacted]

12) State *

[redacted]

13) Zip Code *

[redacted]

14) Phone number *

[redacted]

15) Email Address *

[redacted]

16) Agent's Name

Eric Drazkowski

17) Agent's Company

Excel Engineering Inc

18) Address

[redacted]

19) City

[redacted]

20) State

[redacted]

21) ZIP code

[redacted]

22) Phone Number

[redacted]

23) Email

[redacted]

24) Owner's Name (if Different from applicant)

John K Sotherland and Elizabeth J Killips-Sotherland

25) Address

26) City

27) State

28) Zip Code

29) Phone Number

30) Email Address

31) Planning Request (check all that apply) *

- [ ] Annexation $500.00
- [x] Site plan Review $150.00 plus $0.05 per sq. ft.
- [x] Conditional Use Permit $275.00
- [ ] Rezone/Land Use Amendment $400.00
- [ ] Planned Unit Development $500.00
- [ ] Preliminary Plat $175.00
- [ ] Final Plat $225.00
- [x] Certified Survey Map $200.00 plus $10.00 per lot
- [ ] Project Concept Review $150.00
- [ ] Joint Conditional Use & Certified Survey Map $500.00 plus $10.00 per lot
- [ ] Joint Rezoning & Certified Survey Map $500.00 plus $10.00 per lot
- [ ] Joint Site Plan & Conditional Use $300.00 plus $0.05 per sq. ft. (Floor Area)

☐ Board of Zoning Appeals/Adjustment $300.00

32) Will translation services be needed during the Plan Board meeting?* *

Yes

No

33) If Yes, please specify the language required.

Specific Project Information

34) Current Zoning District(s): *

B-1

35) Proposed Zoning District

B-1

36) Current Land Use: *

Commericial Retail

37) Proposed Land Use

Drive-thru coffee shop

38) Gross Site Area *

21,656 SF

39) Current Number of Lots *

1

40) Proposed number of Lots *

1

Plan of Operations/ Property Information

New Business Use/Operation Information

41) Previous Use of Space *

Commercial Retail

42) Hours of Operation (Weekdays) *

5:30 AM - 11 PM

43) Description of Business Use or Operations *

Double drive-thru coffee shop

44) Hours of Operations (Weekends) *

5:30 AM - 11 PM

45) Total Area Space (SQF) *

826

46) # of Full Time Employees *

10 total employees per shift

47) # Toilet Fixtures *

1

48) # of Part Time Employees *

10 total employees per shift

49) Customer Seating *

Yes

No

50) Total Employee Hours Per Year (including yourself if self-employed) *

63875

51) Seating Capacity *

0

52) Sprinkler System *

Yes

No

53) Hazardous/Flammable Chemicals Used/Stored *

Yes (Must attach MSDS Sheets)

No

Specified Use of Property and Building(s)

54) Building A *

Coffee Shop

55) Building B

Cooler Building

56) BuildingC

57) Will there be any problems resulted form this operation such as: (Check all that apply) *

- [ ] Odors
- [ ] Smoke
- [ ] Noise
- [ ] Light
- [ ] Vibrations
- [x] None

Parking

58) Parking lot construction *

- [x] Asphalt
- [ ] Concrete

59) Dimension of parking lot *

64' x 26'

60) Number of Spaces available *

4

61) Type of Screening *

Fencing

Plantings

62) Is employee parking included in (number of spaces available"? *

Yes

No

Signage (Separate Sign Permit Application Needed)

63) Type (Check all that apply) *

- [ ] Free standing
- [ ] Monument
- [ ] Projecting
- [ ] Awning/Canopy
- [x] Electronic Message
- [ ] Pylon
- [ ] Arm/Post
- [ ] Window
- [ ] Mobile/Portable or Banner

- [ ] None
- [ ] Other

64) If other describe

65) Location of Signs *

Building

Entertainment

66) Is there any type of music in this proposal? *

- [ ] Yes (Separate License from Clerk's office Required)
- [x] No

67) When will this be offered to customers *

- [ ] Monday
- [ ] Tuesday
- [ ] Wednesday
- [ ] Thursday
- [ ] Friday

- [ ] Saturday
- [ ] Sunday
- [x] None

68) Live *

Yes

No

69) What time(s) will this be offered *

NA

Outdoor Lighting

70) Type *

RSX1 LED

71) Location *

Interior of site

Utilities

72) Will you be connected to City (Check all that apply) *

Water

Sewer

73) Is there a private well on-site *

Yes

No

74) Types of Refuse Disposal *

Municipal

Private

75) Approval Date by the Department of Natural Resources for the well proposed use

76) Approval Date by the County Health Department for existing septic system

77) What types of sanitary facilities are to be installed for the proposed operation *

Grease Interceptor and 4" lateral

78) Surface Water drainage facilities (describe or include in site plan) *

None

Licenses/Permits

79) Is a highway access permit needed from the State, County or local Municipality? *

- [x] Yes
- [ ] No

80) Is a cigarette license required? (Separate license from Clerk's Office Required) *

- [ ] Yes
- [x] No

81) Is a liquor license required? (Separate license from Clerk's Office required) *

- [ ] Yes
- [x] No

82) Did Wisconsin Department of Safety and Professional Services Division of Industry Services approve building plans *

Yes

No

83) Permitted Property Uses (Check Uses you are apply for) *

- [ ] Single Family Dwelling
- [ ] Two Family Dwelling
- [ ] Modular Home
- [ ] Manufactured Home
- [ ] Second or greater wireless telecommunication facility
- [ ] Multi-Family Dwellings
- [ ] Art, Music, and School supply stores and galleries
- [ ] Antique, collectible and hobby craft stores
- [ ] Automotive and related parts stores, without servicing
- [ ] Hotel and Motels
- [ ] Small appliance repair stores, computer or software sales and service
- [ ] Banks and other financial institutions without drive thru facilties
- [ ] Camera and photographic supply stores

- [ ] Caterers
- [ ] Clothing, shoe stores and repair shops
- [ ] Clinics medical and dental
- [ ] Department Stores
- [ ] Drug Stores
- [ ] Florist Shops
- [x] Food and convenience stores without gasoline pumps
- [ ] Furniture stores

84) Signatures By signing below, I certify that the above information is true and accurate account of the information requested for my business site and its operation and use. *

Should an inspection be required, I agree to all the Inspector(s) reasonable access to the space to verify compliance with the Municipality's Ordinance. In addition, I fully understand that completion of this or its approval does not preclude me from complying with all applicable State Statutes or Municipal Ordinances regarding my business and its lawful operations.

Signature

Eric Drazkowski

I understand that my typed signature is the legal equivalent of my handwritten signature on this document.

Certificate of Completion

Agreement information
Question: Signatures By signing below, I certify that the above information is true and accurate account of the information requested for my business site and its operation and use.
Description: Should an inspection be required, I agree to all the Inspector(s) reasonable access to the space to verify compliance with the Municipality's Ordinance. In addition, I fully understand that completion of this or its approval does not preclude me from complying with all applicable State Statutes or Municipal Ordinances regarding my business and its lawful operations.

Signer Events
Name: Eric Drazkowski
Security level: Email, Account authentication

Signature
Signed by: Eric Drazkowski
Signature adoption: Pre-selected style
Using IP Address: 71.87.23.242

Timestamp
Sent: 14/01/2026 07:21:56 PM
Viewed: 12/10/2026 09:13:09 PM
Signed: 12/10/2026 09:34:57 PM

Electronic Record and Signature Disclosure
Accepted: 12/10/2026 09:33:00 PM
ID: bbf55071-2c5e-46f9-971c-3014085d20c7

85) Date *

12/10/2026 12:00:00 AM

Cost Recovery Certificate and Agreement

Pursuant to Ordinance 19.74.010 and 16.04.270 of the City of Whitewater Municipal Code
The undersigned applicant hereby acknowledges and agrees to be bound by Ordinances 19.74.010 and 16.04.270 of he City of Whitewater Municipal Code, providing for city recovery of all city costs and disbursements incurred directly or indirectly related to the Applicant’s request. All costs incurred by the city in the consideration of any requests by the Applicant related to the Applicant’s request shall be recoverable, including by not limited to, all professional and technical consultant services and fees retained by the city and rendered in review of any application, including the

engineer, planner, attorney, or any other professional or expert hired by the village for purposes of review of the application or pre-submission request. The Applicant agrees to reimburse the City for all costs recoverable pursuant to the terms of the above numbered ordinance within the time period set forth by the City of Whitewater Municipal Code. At no time shall any cost recoverable fees be waived, except through the process of a written request by the Applicant and the Common Council, review and evaluation by the Common Council, and official action taken by the Common Council.

PROJECT INFORMATION

86) PROJECT LOCATION *

1155 W Main St

87) PROJECT NAME *

7 Brew

APPLICANT INFORMATION

88) NAME

Jonathan Lippincott

89) MAILING (BILLING) ADDRESS *

[redacted]

90) PHONE *

[redacted]

91) EMAIL ADDRESS *

[redacted]

ATTORNEY INFORMATION

92) NAME

93) PHONE

94) EMAIL ADDRESS

[redacted]

RATES

City Administration Hourly Rate Shall Not Exceed
Director of Community Development: Mason Becker $59.53
Director of Public Works: Brad Marquardt $79.73
Director of Finance: Rachelle Blitch $72.71
Clerk: Heather Boehm $43.91
Deputy Clerk: Tiffany Albright $29.64
Zoning Specialist Llana Dostie $41.70
City Attorney
Attorney Steven Cheseboro $89.41
City Engineer
Strand and Associates $247.63
Primary Contact: Mark Fischer
City Planner and Zoning Administrator
Primary Contact: Allison Schwark $50.00

Note to Applicant:

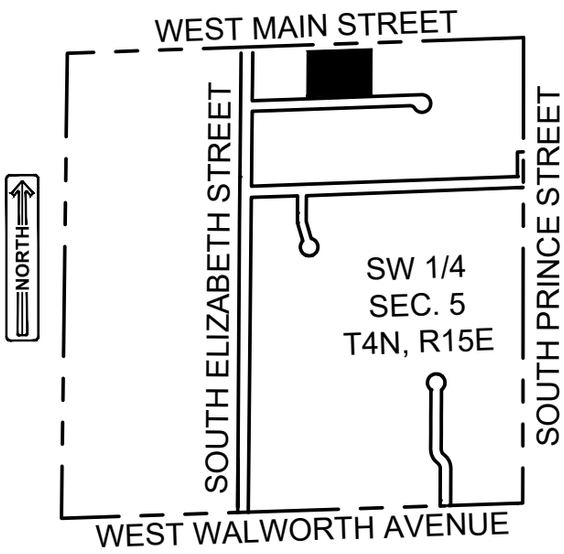
The City Engineer, Attorney and other City professionals and staff, if requested by the City to review your request, will be billed for their time at an hourly rate which is adjusted from time to time by agreement with the

City. Please inquire as to the current hourly rate you can expect from this work. In addition to these rates, you will be asked to reimburse the City for those additional costs set forth in 19.74.10 and 16.04.270 of the Municipal Code

CERTIFIED SURVEY MAP NO. ____

Lots 2, 3, 4, 5, 6, and 7 of LAWNDALE in the the Northeast 1/4 of the Southwest 1/4 of Section 5, Township 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin.

VICINITY SKETCH
SCALE 1"=1000'



Subject Property
Zoning: B-1
Tax Key Numbers:
/L 00007, /L 00002
Prepared for:
Founders 3 Real Estate
1000 N Water St, Suite 160,
Milwaukee, WI, 53202

NOTES:
- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurement have been made to the nearest one second.
- Coordinates referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1983/2011). Bearings referenced to the north line of the Southwest 1/4 of Section 5, Township 4 North, Range 15 East which has a bearing of N88°01'55"E.



DRAFT

October 14, 2026

Jesse Zoltowski

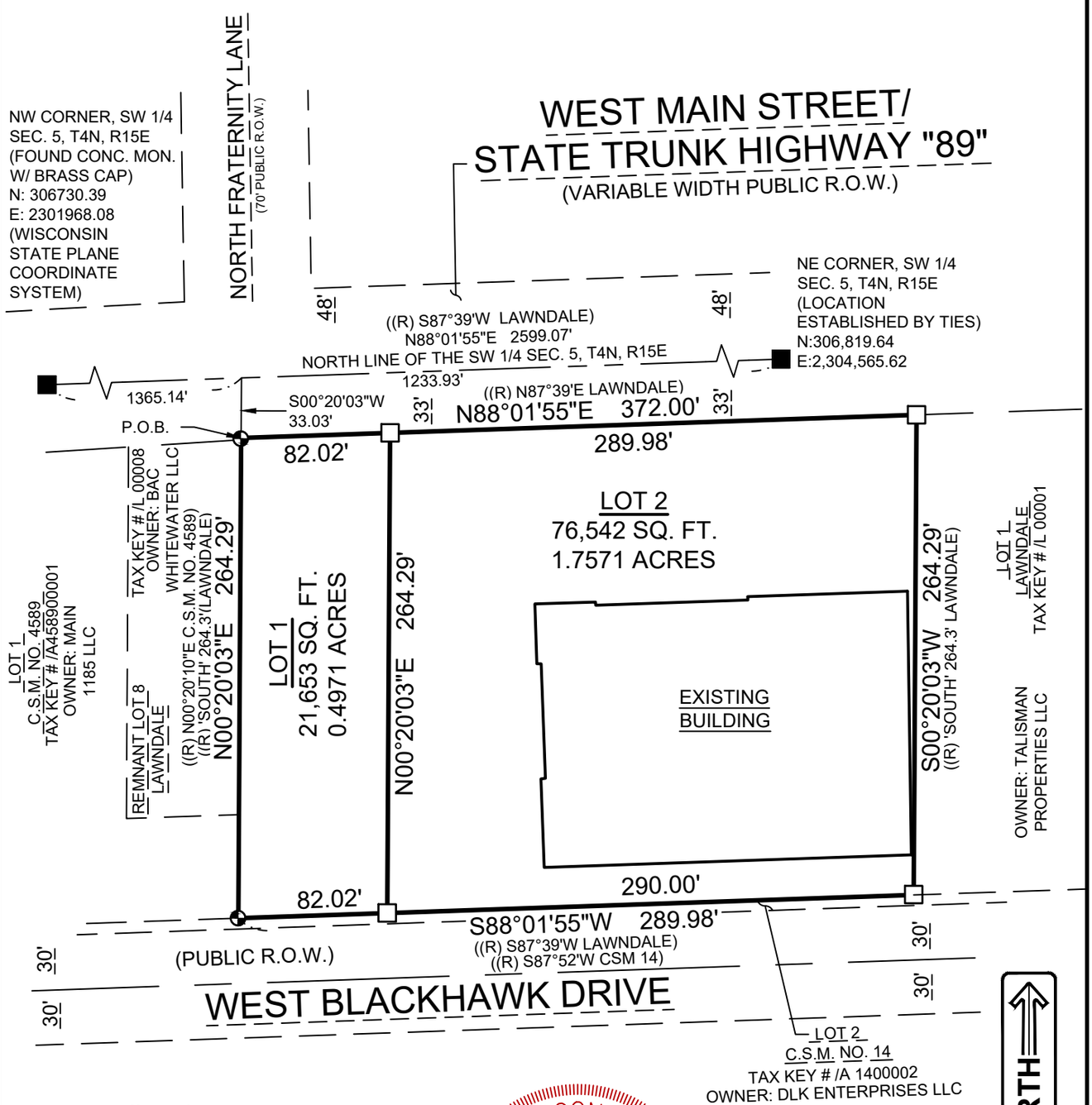
PREPARED BY:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100 |
BROOKFIELD, WI 53186
OFFICE: (262)754-8888

This instrument was drafted by Jesse Zoltowski, PLS-License No. S-3094

DRAFTED BY: SEM
JOB #7369.00
SHEET 1 O

CERTIFIED SURVEY MAP NO. ____

Lots 2, 3, 4, 5, 6, and 7 of LAWNDALE in the the Northeast 1/4 of the Southwest 1/4 of Section 5, Township 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin.



LEGEND

(R) "Recorded As"
MAG NAIL
MONUMENT
Set 3/4" X 18" Iron Rebar, 1.5 LBS/FT.

DRAFT

WISCONSIN
JESSE
ZOLTOWSKI
S-3094
Milwaukee
WI
LAND SURVEYOR

October 14, 2026

Jesse Zoltowski

GRAPHICAL SCALE (FEET)
0 1"=80'

PREPARED BY:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100 |
BROOKFIELD, WI 53186
OFFICE: (262)754-8888

This instrument was drafted by Jesse Zoltowski, PLS-License No. S-3094

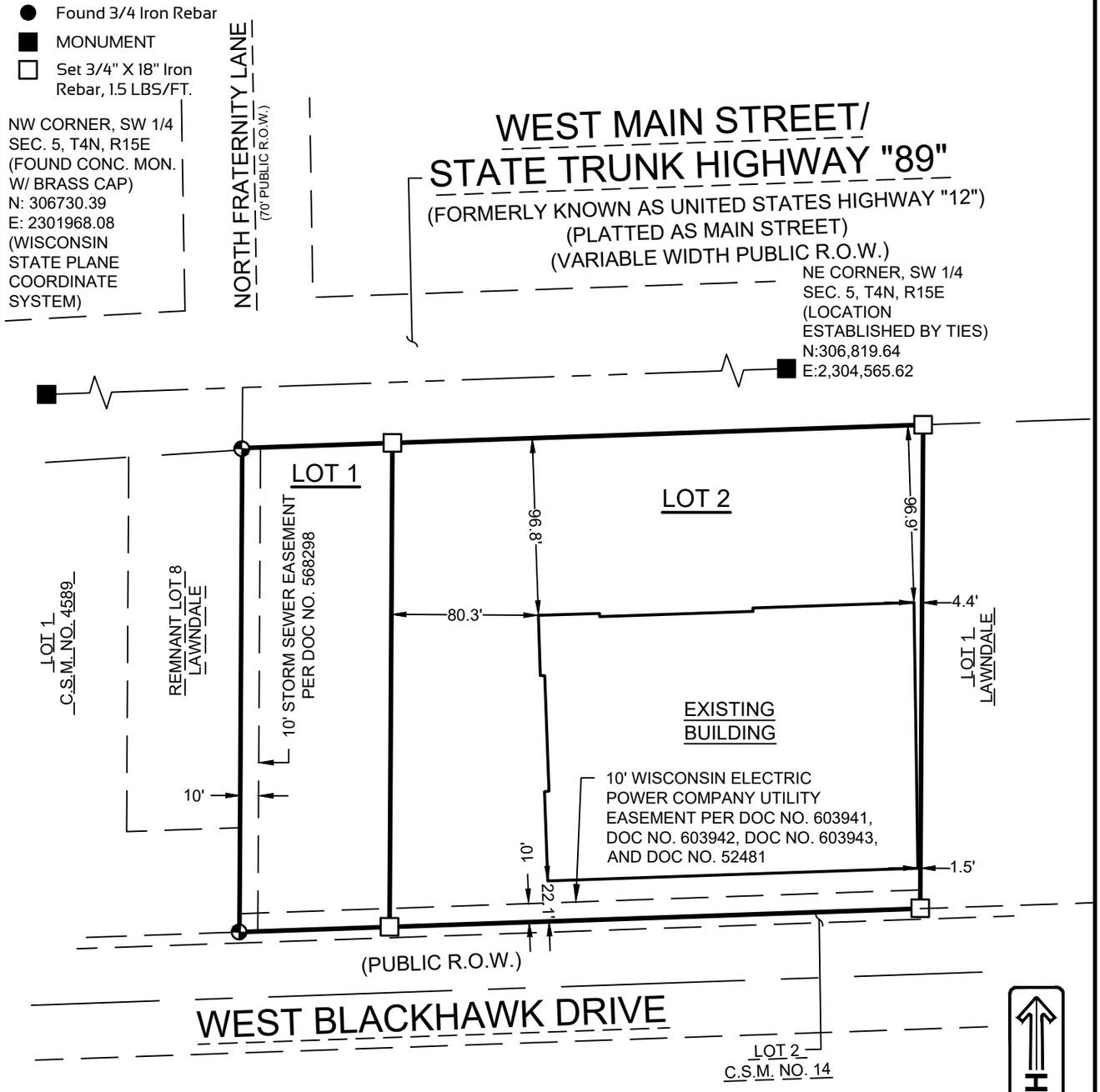
JOB #7369.00
SHEET 2 O

CERTIFIED SURVEY MAP NO. ____

Lots 2, 3, 4, 5, 6, and 7 of LAWNDALE in the the Northeast 1/4 of the Southwest 1/4 of Section 5, Township 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin.

LEGEND

- MAG NAIL
- Found 3/4 Iron Rebar
- MONUMENT
- Set 3/4" X 18" Iron Rebar, 1.5 LBS/FT.



DRAFT

WISCONSIN JESSE ZOLTOWSKI S-3094 Milwaukee WI LAND SURVEYOR

October 14, 2026

Jesse Zoltowski

GRAPHICAL SCALE (FEET)

0 1"=80'

PREPARED BY:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100 |
BROOKFIELD, WI 53186
OFFICE: (262)754-8888

This instrument was drafted by Jesse Zoltowski, PLS-License No. S-3094

JOB #7369.00
SHEET 3 O

CERTIFIED SURVEY MAP NO. ____

Lots 2, 3, 4, 5, 6, and 7 of LAWNDALE in the the Northeast 1/4 of the Southwest 1/4 of Section 5, Township 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, Jesse Zoltowski, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped, and divided Lots 2, 3, 4, 5, 6, and 7 of Lawndale, as recorded in the Register of Deeds office for Walworth County as Document No. 205253, being a part of the Northeast 1/4 of the Southwest 1/4 of Section 5, Township 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin, described as follows:

Commencing at the Northwest Corner of the Southwest 1/4 of said Section 5; thence North 88°01'55" East along the north line of said Southwest 1/4, 1365.14 feet; thence South 00°20'03" West, 33.03 feet to a point on the south right-of-way line of West Main Street/State Trunk Highway "89", also being the Point of Beginning;

Thence North 88°01'55" East along said south right-of-way line, 372.00 feet to the northwest corner of Lot 1 of Lawndale; thence South 00°20'03" West along the west line of said Lot 1, 264.06 feet to the north line of Lot 2 of Certified Survey Map No. 14; thence South 87°59'47" West along said north line, 372.01 feet to the southeast corner of Lot 1 of Certified Survey Map No. 4589; thence North 00°20'03" East along the east line of said Lot 1, 264.29 feet to the Point of Beginning.

Said land containing 98,195 square feet (2.2542 Acres).

That I have made such survey, land division and map by the direction of Hamza Properties LLC., John K. Sotherland, and Elizabeth K. Killips-Sotherland, owners of said lands.

That such map is a correct representation of all the exterior boundaries of the lands surveyed and the land division thereof made.

That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the City of Whitewater Land Division Ordinance in surveying, mapping and dividing the land within the certified survey map.

Date: October 14, 2026

Jesse Zoltowski
Professional Land Surveyor Number S-3094



PREPARED BY:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100 |
BROOKFIELD, WI 53186
OFFICE: (262)754-8888

This instrument was drafted by Jesse Zoltowski, PLS-License No. S-3094

JOB #7369.00
SHEET 4 O

CERTIFIED SURVEY MAP NO. ____

Lots 2, 3, 4, 5, 6, and 7 of LAWNDALE in the the Northeast 1/4 of the Southwest 1/4
of Section 5, Township 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin.

OWNER'S CERTIFICATE

Hamza Properties LLC., a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this certified survey map to be surveyed, divided, and mapped as represented on this certified survey map.

AND

John K. Sotherland and Elizabeth K. Killips-Sotherland, as owners, do hereby certify that said owners caused the land described on this certified survey map to be surveyed, divided, and mapped as represented on this certified survey map.

Hamza Properties LLC., John K. Sotherland and Elizabeth K. Killips-Sotherland, as owners, do further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval:

1. City of Whitewater

IN WITNESS WHEREOF, the said Hamza Properties LLC. has caused these presents to be signed by
(name - print) _____, (title) _____,
at (city)_____, _____ County, Wisconsin, on this _____ day of _____ , 2026.

In the presence of:

_____
Name (signature) - Title

_____ _____
Date

_____
John K. Sotherland

_____ _____
Date

_____
Elizabeth K. Killips-Sotherland

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____ , 2026, (name) _____,
(title) _____, of the above named limited liability company, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____(title) of said limited liability company, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority.

_____
Notary Public
Name:_____
State of Wisconsin
My Commission Expires: _____

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____ , 2026, John K. Sotherland and Elizabeth K. Killips-Sotherland, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public
Name:_____
State of Wisconsin
My Commission Expires: _____



DRAFT

October 14, 2026

Jesse Zoltowski

PREPARED BY:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100 |
BROOKFIELD, WI 53186
OFFICE: (262)754-8888

This instrument was drafted by Jesse Zoltowski, PLS-License No. S-3094

JOB #7369.00
SHEET 5 O

CERTIFIED SURVEY MAP NO. ____

Lots 2, 3, 4, 5, 6, and 7 of LAWNDALE in the the Northeast 1/4 of the Southwest 1/4 of Section 5, Township 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin.

CONSENT OF CORPORATE MORTGAGEE

Premier Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, and mapping of the land described in the forgoing affidavit of Jesse Zoltowski, surveyor, and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said Premier Bank , has caused these presents to be signed by _____ , its _____, and its corporate seal to be hereunto affixed this _____ day of _____ , 2026.

_____ _____
Date Name - Title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____ , 2026, (name) _____, (title) _____, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____(title) of said corporation, and acknowledged that they executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

_____
Notary Public
Name:_____
State of Wisconsin
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE

First Citizens State Bank , a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, and mapping of the land described in the forgoing affidavit of Jesse Zoltowski, surveyor, and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said First Citizens State Bank, has caused these presents to be signed by _____, its _____, and its corporate seal to be hereunto affixed this _____ day of _____ , 2026.

_____ _____
Date Name - Title

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____ , 2026, (name) _____, (title) _____, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____(title) of said corporation, and acknowledged that they executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

_____
Notary Public
Name:_____
State of Wisconsin
My Commission Expires: _____



October 14, 2026

PREPARED BY:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100 |
BROOKFIELD, WI 53186
OFFICE: (262)754-8888

This instrument was drafted by Jesse Zoltowski, PLS-License No. S-3094

JOB #7369.00
SHEET 6 O

CERTIFIED SURVEY MAP NO. ____

Lots 2, 3, 4, 5, 6, and 7 of LAWNDALE in the the Northeast 1/4 of the Southwest 1/4 of Section 5, Township 4 North, Range 15 East, City of Whitewater, Walworth County, Wisconsin.

CITY OF WHITEWATER CERTIFICATE

Resolved that this Certified Survey Map in the City of Whitewater which has been filed for approval, be and is hereby approved as required by Chapter 236 of the Wisconsin State Statues.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the City of Whitewater Plan and Architectural Review Commission on the _____ day of _____ , 2026, which action becomes effective upon receipt of approval of all other reviewing agencies and all conditions of the City of Whitewater's approval were satisfied as of the _____ day of _____ , 2026.

_____ _____
Date

_____
Neil Hicks, Chair

_____ _____
Date

_____
Heather Boehm, City Clerk

WISCONSIN
JESSE
OLTOWSKI
S-3094
WI
LAND SURVEYOR

DRAFT

October 14, 2026

Jesse Zoltowski

PREPARED BY:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100 |
BROOKFIELD, WI 53186
OFFICE: (262)754-8888

This instrument was drafted by Jesse Zoltowski, PLS-License No. S-3094

JOB #7369.00
SHEET 7 O

City Of Whitewater

Subdivision/Land Split Application/Certified Survey/Extra Territorial CSM

63 Questions

Information

Subdivision/Land Split Application Checklist (please read)
Applicant

1. Fill out Planning Request Form, Subdivision Form, and Plan of Operation Form. A digital copy of all submittal material:

    a. Any other materials
2. Application shall include the following Plan requirements:
    a. All plans shall be drawn to scale and show all sides of the proposed building
    b. All plans will exhibit property exterior building materials and colors to be used
    c. All plans will exhibit proposed/existing off-street parking stalls and driveway/loading docks
    d. Building elevations must include the lot on which the structure is to be built and the street(s) adjacent to the lot

3. Submit fee to the City of Whitewater using the payment link https://www.paymentservicenetwork.com/PaymentPage.aspx?acc=RT28287

City Building Inspector/Zoning Administrator

1. Review application for accuracy and all required information
2. Staff will review information for conformance to Ordinances
3. Engineer will review Stormwater and Erosion Control Plans
4. Landscape Plan will be reviewed by Urban Forestry

5. When application is complete and approved by all Staff it will then be forwarded to Plan Commission

Process

1. Plan Commission considers applicant's review is presented by Zoning Administrator, at the first initial appearance. If Plan Commission recommends changes and/or revisions, then the applicant must revise site plan, otherwise the matter is forwarded as is for the second appearance for approval/denial of the final site plan

NOTE: Plan Commission normally meets the second Monday of each month at 6:00 p.m. If a public hearing is required it will be scheduled at the beginning of the Plan Commission meeting.

Llana Dostie, Zoning Specialist
262-473-0144
Email Llana Dostie
Allison Schwark, Municipal Code Enforcement
262-249-6701
Email Allison Schwark

1) CSM

7369.00 CSM 20261014.pdf

2) Preliminary Plat

3) Final Plat

4) Other Information

5) Project Tax Key # *

L 00007, L 00002

6) Project Address *

1155 W Main St

7) Project Title (if any)

7 Brew

Applicant, Agent & Property Owner Information

8) Applicant's Name *

Jonathan Lippincott

9) Applicant's Company *

[redacted]

10) Address *

[redacted]

11) City *

[redacted]

12) State *

[redacted]

13) Zip Code *

[redacted]

14) Phone Number *

[redacted]

15) Email Address *

[redacted]

16) Agent Name

17) Agent Company

18) Address

19) City

20) State

21) Zip Code

22) Phone Number

23) Email Address

24) Owner, if different from applicant

25) Address

26) City

27) State

28) Zip Code

29) Phone Number

30) Email Address

31) Planning Request (Check all that apply) *

- [ ] Site Plan and Architectural Review $150.00 plus $0.05 per sq. ft (Floor Area)
- [ ] Annexation $500.00
- [ ] Conditional Use Permit $275.00
- [ ] Rezone/Land Use Amendment $400.00
- [ ] Preliminary Plat $175.00
- [ ] Final Plat $225.00
- [x] Certified Survey Map $200.00 plus $10.00 per lot
- [ ] Project Concept Review $150.00
- [ ] Joint Conditional Use & Certified Survey Map $500.00 plus $10.00 per lot
- [ ] Joint Rezoning & Certified Survey Map $500.00 plus $10.00 per lot
- [ ] Joint Site Plan & Conditional Use $350.00 plus $0.05 per sq. ft (Floor Area)
- [ ] Board of Zoning Appeals $300.00

32) Will translation services be needed during the Plan Board meeting? *

- Yes

No

33) If Yes, please specify the language required.

Subdivision/Land Split Application & Certified Survey Application

34) Project Tax Parcel #: *

L 00007, L 00002

35) Project Address *

1155 W Main St

36) Project Title (if any)

7 Brew

37) Proposed Land Use *

7 Brew and existing commercial retail

38) Gross Site Area *

98,195 square feet (2.2542 Acres)

39) Proposed Number of Lots *

40) Current Number of Lots *

2

41) Applicant's Signature *

Lisa Van Handel

PROJECT INFORMATION

42) PROJECT LOCATION *

1155 W Main St

Signatures

By signing below, I certify that the above information is true and accurate account of the information requested for my business site and its operation and use. Should an inspection be required, I agree to all the Inspector(s) reasonable access to the space to verify compliance with the Municipality's Ordinance. In addition, I fully understand that completion of this or its approval does not preclude me from complying with all applicable State Statutes or Municipal Ordinances regarding my business and its lawful operations.

43) Date *

10/15/26

44) PROJECT NAME *

7 Brew

Cost Recovery Certificate and Agreement

Pursuant to Ordinance 19.74.010 and 16.04.270 of the City of Whitewater Municipal Code

The undersigned applicant hereby acknowledges and agrees to be bound by Ordinances 19.74.010 and 16.04.270 of he City of Whitewater Municipal Code, providing for city recovery of all city costs and disbursements incurred directly or indirectly related to the Applicant's request. All costs incurred by the city in the consideration of any requests by the Applicant related to the Applicant's request shall be recoverable, including by not limited to, all professional and technical consultant services and fees retained by the city and rendered in review of any application, including the engineer, planner, attorney, or any other professional or expert hired by the village for purposes of review of the application or pre-submission request. The Applicant agrees to reimburse the City for all costs recoverable pursuant to the terms of the above numbered ordinance within the time period set forth by the City of Whitewater Municipal Code. At no time shall any cost recoverable fees be waived, except through the process of a written request by the Applicant and the Common Council, review and evaluation by the Common Council, and official action taken by the Common Council.

45) PHONE *

[redacted]

46) MAILING (BILLING) ADDRESS *

[redacted]

47) EMAIL ADDRESS *

[redacted]

48) NAME *

Jonathan Lippincott

APPLICANT INFORMATION

49) EMAIL ADDRESS

50) NAME

51) SIGNATURE OF APPLICANT *

Lisa Van Handel

ATTORNEY INFORMATION

52) DATE *

15/10/2026 12:00:00 AM

53) PHONE

Note

Note to Applicant: The City Engineer, Attorney and other City professionals and staff, if requested by the City to review your request, will be billed for their time at an hourly rate which is adjusted from time to time by agreement with the City. Please inquire as to the current hourly rate you can expect from this work. In addition to these rates, you will be asked to reimburse the City for those additional costs set forth in 19.74.10 and 16.04.270 of the Municipal Code.

RATES

City Administration Hourly Rate Shall Not Exceed
Director of Community Development: Mason Becker $59.53

Director of Public Works: Brad Marquardt $79.73
Director of Finance: Rachelle Blitch $72.71
Clerk: Heather Boehm $43.91
Deputy Clerk: Tiffany Albright $29.64
Zoning Specialist Llana Dostie $41.70
Building Inspection Services
Building Inspector Commercial: Joe Mesler $80.00
Building Inspector Residential: Jon Mesler $80.00
City Attorney
Attorney Steven Cheseboro $89.41
City Engineer
Strand and Associates $247.63
Primary Contact: Mark Fischer
City Planners and Zoning Administrator
Primary Contact: Allison Schwark $50.00

Plan and Architectural Review Commission Agenda Item

Meeting Date:	November 9, 2026
Agenda Item:	Review and recommendation on offer to purchase portion of City-owned property, Parcel # 292-0515-3432-000
Staff Contact (name, email, phone):	Mason Becker, mbecker@whitewater-wi.gov

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

The City has received a Vacant Land Offer to Purchase, dated November 3, 2026, from Blue Line Holdings, LLC for approximately 8 acres of City-owned land known as Lot 9B (Parcel # 292-0515-3432-000), located at the southwest corner of Enterprise Boulevard and N. Prospect Drive in the Whitewater Business Park.

The buyer's operating company, Wisco FlexArmor, LLC, proposes to construct and operate an indoor RV repair and service facility on the site, including offices, customer and employee parking, and related accessory uses.

The offered price is $10,000 per acre based on the final surveyed acreage, with a credit for the area occupied by the existing wetland mitigation pond. In exchange for this price, the buyer has agreed to forgo any TIF financial incentive for the project.

The offer is contingent on Common Council approval and on the City and buyer agreeing to a separate Option to Purchase agreement addressing the timing of construction. It also includes customary contingencies for City land use approvals, a Certified Survey Map, soils and environmental testing, financing, and appraisal.

Closing would occur no later than April 9, 2027. The site plan and land division will come back to the Commission for review through the normal approval process.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS
(Dates, committees, action taken)

- None.

FINANCIAL IMPACT
(If none, state N/A)

Sale proceeds of $10,000 per acre (approximately $80,000, with the final amount set by the surveyed acreage less the pond credit). The City would be responsible for the Certified Survey Map. The property would return to the tax rolls creating a positive contribution to the City and TID #10.

STAFF RECOMMENDATION

Staff recommends that the Plan and Architectural Review Commission recommend approval of the Offer to Purchase to the Common Council.

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

- WB-13 Vacant Land Offer to Purchase (dated November 3, 2026), with Addendum A
- Exhibit A – Lot 9B Potential CSM Area map

DocuSign ID: 4F21E12D-BCD7-F111-BF5B-002248230FCC

WB-13 VACANT LAND OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON November 3, 2026 **[DATE] IS (AGENT OF BUYER)**
~~**(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)**~~ **STRIKE THOSE NOT APPLICABLE**

The Buyer, Blue Line Holdings, LLC
offers to purchase the Property known as +/- 8 acres of Land of tax key # 292-0515-3432-000 (Lot 9B)
[e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach as an addendum per line 682] in the City of Whitewater, County of Jefferson Wisconsin, on the following terms:

PURCHASE PRICE The purchase price is $10,000/acre with a closing credit for the acreage noted on CSM regarding the wetland mitigation pond Dollars ($).

INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: na

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

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

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

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

CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in an addendum per line 682.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before November 20, 2026.
Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term Deadlines running from acceptance provide adequate time for both binding acceptance and performance.

CLOSING This transaction is to be closed on within 30 days after satisfaction or waiver of all contingencies and recording of the certified survey map, but no later than April 9, 2027
at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

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

EARNEST MONEY

■ EARNEST MONEY of $ accompanies this Offer.
If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
■ EARNEST MONEY of $ 2,000.00 will be mailed, or commercially, electronically or personally delivered within 5 days ("5" if left blank) after acceptance.
All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as Knight Barry Title Group) **STRIKE THOSE NOT APPLICABLE**
(listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

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

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

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

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

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: _____ _____. If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

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

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in Seller's Vacant Land Disclosure Report dated none provided , which was received by Buyer prior to Buyer signing this Offer and that is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE and (See Addendum A #2)

_____

_____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

"Conditions Affecting the Property or Transaction" are defined to include:

a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.

b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.

d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.

e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.

f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, l

soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine (
hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.

g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.

h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.

i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned according to applicable regulations.

j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)

k. Existing or abandoned manure storage facilities located on the property.

l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment; remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose district, such as a drainage district, that has authority to impose assessments on the Property.

m. Proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division involving the Property without required state or local permits.

n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit and there are common areas associated with the Property that are co-owned with others.

o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain, wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county.

p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements other than recorded utility easements.

q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment conversion charge; or payment of a use-value assessment conversion charge has been deferred.

r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or similar group of which the Property owner is a member.

t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the Property or to the use of the Property such as a joint driveway, liens, and licenses.

u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an existing condition.

v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any Defect or material condition.

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

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

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

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

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

FARMLAND PRESERVATION: The early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit http://www.datcp.state.wi.us/ for more information.

CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit http://www.fsa.usda.gov/ .

SHORELAND ZONING ORDINANCES: All counties must adopt uniform shoreland zoning ordinances in compliance with Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit https://dnr.wi.gov/ . Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland zoning restrictions, if any.

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.

PROPERTY DEVELOPMENT WARNING: If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).

Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on lines 256-281 shall be deemed satisfied unless Buyer, within 120 days ("30" if left blank) after acceptance, delivers: (1) written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions checked at lines 256-281.

Proposed Use: Buyer is purchasing the Property for the purpose of: Construction and operation by Wisco FlexArmor, LLC of an indoor RV repair & service facility, including offices, customer and employee parking, access and related accessory uses. **[insert proposed use and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to purchase, e.g.1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

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

[x] **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such development. (see Adden A #5)

[ ] **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 CHECK ALL THAT APPLY ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank; ☐ other: _____.

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

[x] **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items related to Buyer's proposed use: City approval of RV repair use, parcel division/CSM, site plan, building/occupancy, access, utility, storm water, erosion and fire code approvals.

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

☒ electricity lot line ; ☒ gas lot line ; ☒ sewer lot line ;
☒ water lot line ; ☒ telephone available ; ☒ cable available ;
☐ other _____.

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

[x] **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)/~~(Seller)~~ STRIKE ONE ("Buyer" if neither stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY ☐ rezoning; ☐ conditional use permit; ☐ variance; ☒ other site plan/land division/use for the Property for its proposed use described at lines 251-255. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within 120 days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

[x] **MAP OF THE PROPERTY:** This Offer is contingent upon ~~(Buyer obtaining)~~ (Seller providing) STRIKE ONE ("Seller providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, within 90 days ("30" if left blank) after acceptance, at ~~(Buyer's)~~ (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of +/- 8 acres, maximum of 8.00 surveyed acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: Retention pond and buffers, access, easements, drainage, wetlands and Acreage. Seller shall obtain approval and recording of CSM before closing STRIKE AND COMPLETE AS APPLICABLE Additional map features that may be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way.

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

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

Property Address: +/- 8 acres of Land of tax key #, Whitewater, Wi 53190 Page 6

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

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

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

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

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

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

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____ _____ (list any Property component(s) to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

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

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

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

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

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

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

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

■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by:

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

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

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

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

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

(2) Seller has the right to cure but:

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

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

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

[x] **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written commercial vacant land [loan type or specific lender, if any] first mortgage loan commitment as described below, within 120 days after acceptance of this Offer. The financing selected shall be in an amount of not less than $ 80,000.00 for a term of not less than 3 years, amortized over not less than 10 years. Initial monthly payments of principal and interest shall not exceed $ _____. Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple

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Matthew Goze,

sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

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

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

☒ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 7.500 %.

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

■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment. This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or

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

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

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

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

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

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

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

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

to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

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

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

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

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

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

This contingency shall be deemed satisfied unless Buyer, within 120 days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

■ **RIGHT TO CURE:** Seller (shall)(~~shall not~~) STRIKE ONE ("shall" if neither is stricken) have the right to cure. If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.
This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:
(1) Seller does not have the right to cure; or
(2) Seller has the right to cure but:
(a) Seller delivers written notice that Seller will not adjust the purchase price; or
(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.
NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.
☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at _____ no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this Offer.
☐ **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:
(1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
(2) Written waiver of _____ (name other contingencies, if any); and
(3) Any of the following checked below:
☐ Proof of bridge loan financing.
☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.
Other: _____
[insert other requirements, if any (e.g., payment of additional earnest money, etc.)]
☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this Offer becomes primary.
HOMEOWNERS ASSOCIATION If this Property is subject to a homeowners association, Buyer is aware the Property may be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) STRIKE ONE ("Buyer" if neither is stricken).
CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and none.
CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:
☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED.
☐ Current assessment times current mill rate (current means as of the date of closing).
☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
☒ no real estate proration, Seller is tax exempt.
CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.
☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

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

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein)**, free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land Disclosure Report and in this Offer, general taxes levied in the year of closing and _____ _____ _____ (insert other allowable exceptions from title, if any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

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

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

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

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

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

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

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are See Addendum A #4 _____ _____. Insert additional terms, if any, at lines 655-660 or attach as an addendum per line 682.

DEFINITIONS

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

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

registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 655-660 or in an addendum attached per line 682, or lines 534-538 if the Property is leased. At time of Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

If Buyer defaults, Seller may:
(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:
(1) sue for specific performance; or
(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

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

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

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

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

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

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

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

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

[x] **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of 2.5% (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage fees at closing. Payment made under this provision represents an economic adjustment only and does not create any agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party beneficiary of this contract.

ADDITIONAL PROVISIONS/CONTINGENCIES See attached Addendum A, Exhibit A

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 664-679.

(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 666 or 667.
Name of Seller's recipient for delivery, if any: _____
Name of Buyer's recipient for delivery, if any: _____
[ ] (2) Fax: fax transmission of the document or written notice to the following number:
Seller: (_____) _____ Buyer: (_____) _____
[ ] (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at line 675 or 676.
[ ] (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address.
Address for Seller: _____
Address for Buyer: _____
[x] (5) Email: electronically transmitting the document or written notice to the email address.
Email Address for Seller: kparks@acgwi.com
Email Address for Buyer: lplatner2002@yahoo.com lplatnerrealtor@gmail.com
PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

[x] **ADDENDA:** The attached Addendum A, Exhibit A is/are made part of this Offer.

This Offer was drafted by [Licensee and Firm] Lacy Platner - Platner Realty

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

(x) Matthew Goze 11/03/2026
Buyer's Signature ▲ Print Name Here ▸ Blue Line Holdings, LLC Date ▲
(x) 11/03/2026
Buyer's Signature ▲ Print Name Here ▸ Date ▲

SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

(x) _____
Seller's Signature ▲ Print Name Here ▸ Date ▲
(x) _____
Seller's Signature ▲ Print Name Here ▸ Date ▲

This Offer was presented to Seller by [Licensee and Firm] Lacy Platner , Platner Realty
_____ on 11/03/26 at 5:00 PM a.m./p.m.
This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____
Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Docusign ID: 4F21E12D-BCD7-F111-BF5B-002248230FCC

ADDENDUM A - ADDITIONAL PROVISIONS AND CONTINGENCIES
Lot 9B Enterprise Blvd., Whitewater Page 1 of 3

This addendum is part of the WB-13 Offer to Purchase dated November 3, 2026

1) Contingency Clause. This Agreement, and all rights, obligations, and duties arising hereunder, shall be expressly contingent upon the approval of the Common Council of the City of Whitewater, Wisconsin (the "Common Council"). No party shall have any legal obligation of any kind with respect to the proposed transaction unless and until the Common Council has granted its final approval of this Agreement in its entirety through a duly passed resolution or ordinance in accordance with applicable Wisconsin municipal law.

2) Additional Provisions: The parties acknowledge that Seller is a municipal governmental entity and that the conveyance of the Property is exempt from the Wisconsin real estate transfer fee pursuant to Wis. Stat. § 77.25. Accordingly, pursuant to Wis. Stat. § 709.01, Seller is exempt from the requirement to provide a Vacant Land Disclosure Report under Wis. Stat. § 709.033. Buyer acknowledges and agrees that no Vacant Land Disclosure Report will be provided by Seller in connection with this transaction. Seller and Buyer acknowledge that the land is not enrolled in federal,state,county and/or other local government programs.

3) Option to Purchase Contingency: This Offer is contingent on Buyer and Seller mutually agreeing to the terms and conditions of the Option to Purchase agreement within 120 days of acceptance. The Option to Purchase agreement shall address the terms, conditions, timing and obligations of the parties relating to the commencement of construction and completion of construction on the property. If Buyer and Seller do not reach and execute a mutually acceptable Option to Purchase agreement within the 120-day period, Buyer may terminate this Offer by delivering a written notice to seller prior to expiration of contingency deadline, in which event all earnest money shall be promptly returned to Buyer and this Offer shall be null and void.

Buyer Initials: MG 08 Date: 11/03/26

Seller Initials: _____ Date: _____

Item 7.

4) Existing Farm Lease. Seller shall ensure that any existing crops on the Property are harvested and that any agricultural lease, tenancy, or other rights of possession are terminated prior to closing. Seller shall deliver the Property at closing free of any agricultural lease, tenancy, or right of possession, except as otherwise agreed to in writing by Buyer.

5) Environmental and Soil Testing Contingency. This Offer is contingent upon Buyer, at Buyer's expense, obtaining environmental and soil testing of the proposed +/- 8-acre parcel to be divided from Lot 9B, including the right to take soil samples for laboratory analysis, to determine whether environmental contamination, hazardous or toxic substances, unsuitable fill, or other soil conditions are present that would materially interfere with or significantly increase the cost of Buyer's proposed use or development of the Property. Seller shall provide Buyer and Buyer's qualified testing professional reasonable access to the Property for such testing upon reasonable advance notice. Buyer shall restore areas disturbed by testing. This contingency shall be deemed satisfied unless Buyer, within 90 days after acceptance, delivers written notice to Seller that the results are unacceptable to Buyer and/or the lot is unbuildable, together with supporting written documentation. Right to Cure: If Buyer timely delivers written notice that the environmental or soil testing results are unacceptable, together with supporting written documentation, Seller shall have the right to cure. Seller shall have 10 days after delivery of Buyer's notice to notify Buyer in writing of Seller's election to cure. If Seller elects to cure, Seller shall complete the cure in a manner reasonably acceptable to Buyer prior to closing. If Seller does not timely elect to cure, or is unable to complete the cure prior to closing, Buyer may terminate this Offer by written notice, in which event the earnest money shall be returned to Buyer.

Buyer Initials: MG 08 Date: 11/03/26

Seller Initials: _____ Date: _____

Authentisign ID: 4F21E12D-BCD7-F111-BF5B-00224823DFCC

ADDENDUM A - ADDITIONAL PROVISIONS AND CONTINGENCIES
Lot 9B Enterprise Blvd., Whitewater Page 3 of 3

6) Buyer and Operating Company. Blue Line Holdings, LLC is the Buyer. Wisco FlexArmor, LLC will operate the business on the Property. Matthew Goze and Deborah Stewart will execute this Offer on behalf of Blue Line Holdings, LLC as members of the LLC.

7) PURCHASE PRICE / TIF-TID INCENTIVES. Buyer's offered purchase price is $10,000.00/acre, based upon the final surveyed acreage of the Property. In consideration of Seller accepting the purchase price of $10,000.00/acre with a closing credit ($10,000.00/acre) for the acreage noted as wetland mitigation pond, Buyer agrees to forego any TIF/TID financial incentive otherwise available in connection with Buyer's purchase and development of the Property. This provision shall not affect any other Seller obligations, improvements, testing, financing, or other terms specifically provided for in this Offer or Addendum.

8) GOVERNMENT PROGRAMS. Seller represents and Buyer acknowledges that the land is NOT enrolled in any federal, state, county and/or local government programs.

9) ADDITIONAL FINANCING SOURCES. Buyer may obtain multiple financing sources, including but not limited to commercial and Whitewater CDA financing, subject to the financing commitment contingency in this offer.

BLUE LINE HOLDINGS, LLC

By: Matthew Goze Date: 11/03/26

Matthew Goze, Member

Authentisign

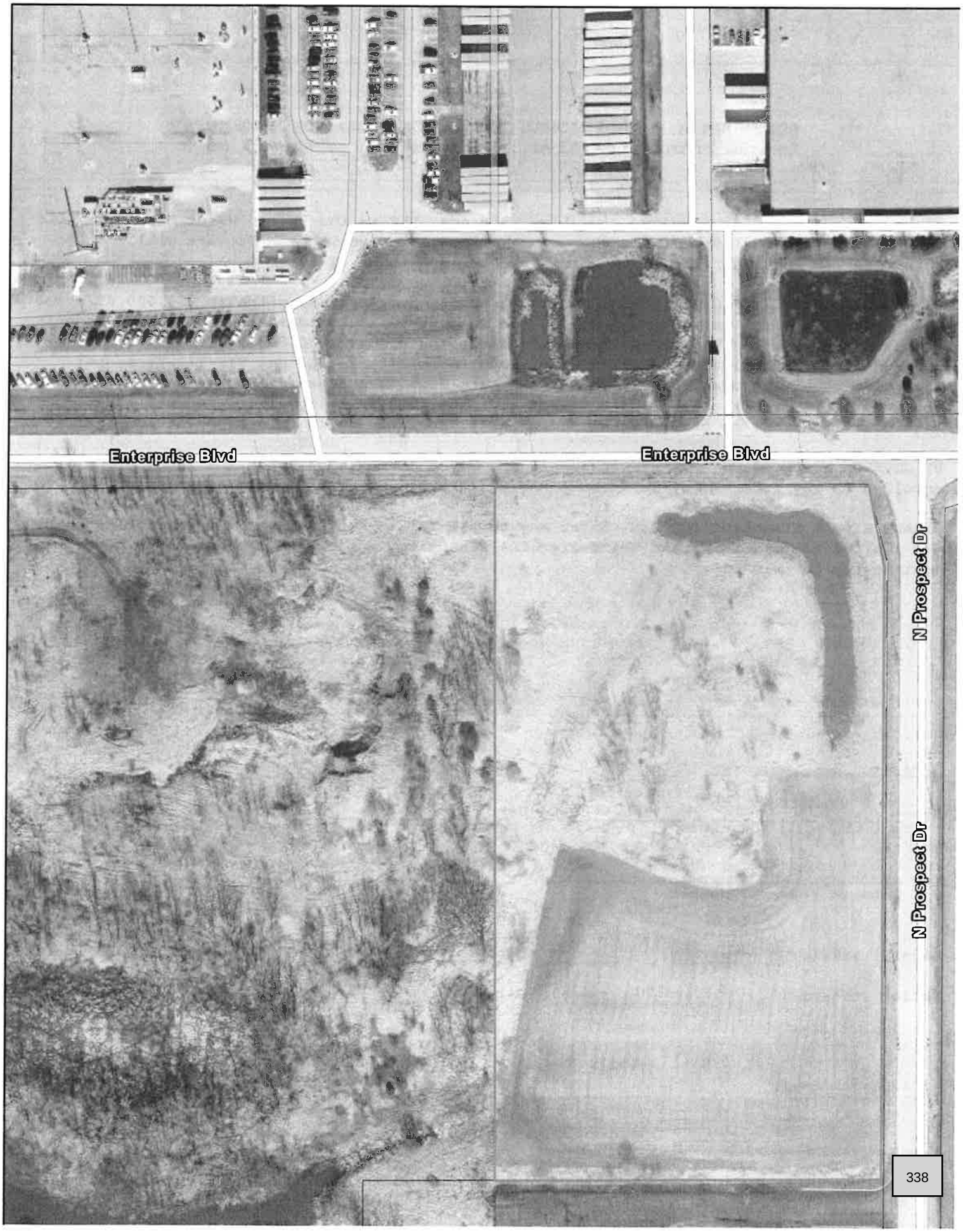
Deborah Stewart, Member Date: 11/03/26

Buyer Initials: MG 08 Date: 11/03/26

Seller Initials: _____ Date: _____

thentisign ID: 4F21E12D-BCD7-F111-BF5B-002248230FCC

Lot 9B - Potential CSM A



RESOLUTION NO. 2026-R-67

A RESOLUTION TO ACCEPT OFFER TO PURCHASE FROM BLUE LINE HOLDINGS, LLC FOR CITY OWNED PROPERTY

WHEREAS, this resolution was reviewed by the Plan and Architectural Review Commission on November 9, 2026 and is recommended for approval by said committee; and,

WHEREAS, the City of Whitewater owns certain real property located at the corner of Executive Drive and N Prospect(292-0515-3432-000) in the City of Whitewater, Wisconsin (the "Property"); and,

WHEREAS Blue Line Holdings, LLC wishes to develop about 8 acres of the property for Commercial Use; and,

WHEREAS, the city desires to convey the 8 acres of Property to Blue Line Holdings, LLC;

WHEREAS, the city has determined that convey the 8 acres of Property to Blue Line Holdings, LLC is in the public interest.

NOW, THEREFORE BE IT RESOLVED, That the Common Council of the City of Whitewater that the offer to purchase from Blue Line Holdings, LLC is approved, and the appropriate offices are authorized to execute any agreements or other necessary documents to complete the transaction.

Resolution was introduced by Council Member _____, who moved for its adoption.

Seconded by Council Member _____.

DATE	November 17, 2026			
	YES	NO	PASS	ABSENT
Michael Smith				
Orin Artsmith				
Steven Sahyun				
Brian Schanen				
Neil Hicks				
Gavin Kelleher				
Patrick Singer				
Total:				

ADOPTED: _____

_____
John Weidl, City Manager

ATTEST:

_____
Heather Boehm, City Clerk

Plan and Architectural Review Commission Agenda Item

Meeting Date:	November 9, 2026
Agenda Item:	Review and recommendation on offer to purchase City-owned property, Parcel # /A405400001
Staff Contact (name, email, phone):	Mason Becker, mbecker@whitewater-wi.gov

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

The City has received an Offer to Purchase from KML RE Holdings, LLC (Matthew Mehring of Anderson Ashton) for City-owned Lot 1RA, Parcel # /A405400001. The buyer intends to construct a mixed-use commercial development anchored by a grocery store and childcare center. The offer follows the letter of intent for this project previously accepted by the Common Council.

In general terms, the offer provides a nominal purchase price of $1.00 and gives the buyer a 180-day review period, beginning once the City approvals are complete, to conduct due diligence, secure financing and tenants, and obtain the necessary zoning and other approvals. Closing would occur after the buyer's contingencies are satisfied.

The buyer's attorney has provided a redline of Addendum A. The proposed changes are largely clarifying in nature, including requiring approval of the offer by both the PARC and the Common Council, identifying Tax Increment District (TID) #11 on a pay-as-you-go (PAYGO) basis as the anticipated source of public infrastructure support, adding a commercial lease contingency, and allowing assignment to affiliated entities. The City Attorney is completing a review of the redline, and staff anticipates that all or most of the proposed changes will be accepted.

Approval of the offer is an initial step. The specific terms of any City participation in the project, including infrastructure improvements, will be set out in a Development Agreement. Any PAYGO TIF incentive would also be reviewed by Ehlers, the City's TIF advisors. The Development Agreement will be reviewed separately and brought to the Common Council for consideration at a future date.

Rezoning and site plan review for the project would also return to the PARC as part of the normal approval process.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS
(Dates, committees, action taken)

- The Common Council accepted the Letter of Intent from Anderson Ashton for this project on June 16, 2026

FINANCIAL IMPACT
(If none, state N/A)

The property would be sold for a nominal price of $1.00, returning the land to the tax roll once developed. The buyer is seeking City participation of approx. $500,000 in public infrastructure improvements through TID #11 on a PAYGO basis. The final amount and terms of any City participation will be determined through the Development Agreement, which will be presented to the Common Council in the future.

STAFF RECOMMENDATION

Recommend that the PARC approve the resolution on Offer to Purchase and Addendum A for Parcel # /A405400001, subject to final review by the City Attorney, and recommend approval to the Common Council.

ATTACHMENT(S) INCLUDED (If none, state N/A)
- WB-13 Vacant Land Offer to Purchase – KML RE Holdings, LLC - Addendum A to Offer to Purchase - Draft Resolution 2026-R-66 - Letter of Intent from Anderson Ashton

ADDENDUM A TO OFFER TO PURCHASE
dated November _____, 2026
by KML RE Holdings LLC and/or assigns, Buyer

The following terms and conditions shall be deemed to be a part of the foregoing attached Offer to Purchase dated November ____, 2026, ("Offer") for the real estate described in the Offer ("Property"). The terms of this Addendum shall supersede any conflicting provisions in the Offer. The Offer and this Addendum may be collectively referred to herein as the "Agreement"

I. Contingencies: Buyer's and Seller's obligation to conclude this transaction shall be contingent upon the following:

A. Buyer's Due Diligence Contingency (Review Period): Buyer shall have until the date that is 180 days from City Approval Date (the "Review Period") to conduct physical inspections of the Property, to obtain all financing and governmental and other approvals and permits deemed necessary by Buyer to allow the Buyer to use the Property for Buyer's intended use, to review the title insurance commitment, survey and Seller Documents, (as defined in II C. below), as well as to conduct any and all other due diligence, studies, and review of the Property, economic feasibility of its intended development, or any other matter related to the purchase and future development and ownership of the Property it desires to conduct as determined in Buyer's sole and absolute discretion (collectively "Buyer's Due Diligence"). If Buyer is dissatisfied for any reason with the Property, its Due Diligence, or any of Seller Documents or is unable to obtain such approvals or permits for any reason whatsoever as determined in its sole discretion, Buyer may terminate this Offer by giving written notice of termination to Seller at any time during the Review Period, and Buyer's obligation to close on the transaction contemplated herein shall be contingent upon Buyer's satisfaction with Buyer's Due Diligence, as determined in Buyer's sole and absolute discretion. If Buyer so terminates this Offer during the Review Period, Seller shall promptly return all earnest money to Buyer and this Agreement shall be null and void and of no further effect, and neither party shall have any further obligation to the other, except for any provisions which expressly survive termination hereof.

B. Financing: Appropriate financing will be identified in the development agreement at the discretion of the Buyer. ALTA Survey: Buyer may obtain, at Buyer's expense, on or before the end of the Review Period, an ALTA boundary survey of the Property dated and stamped within 6 months prior to closing, prepared by a certified Wisconsin surveyor showing all property lines, improvements, encroachments, easements, alleys and adjoining roadways, cross-parking easements, and utility installations located therein. Such survey shall be in satisfactory foam, as determined in Buyer's discretion, and accompanied by any required surveyor's report sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy at no additional cost to Buyer. If the Survey shows the existence of conditions that would be detrimental to the Buyer's intended use on the Property, as determined by Buyer in its discretion, Buyer shall have the right to terminate the Offer by written notice to Seller whereby this Agreement shall be null and void and all earnest money paid hereunder shall be returned to Buyer forthwith, and the Agreement shall be null and void and of no further effect, and neither party shall have any further obligation to the other than any provision which expressly survives termination hereof.

C. Environmental/Soils Inspection: Buyer's obligation to close upon the transaction contemplated herein is contingent upon Buyer obtaining, at Buyer's sole cost and expense, a written report from a qualified environmental consultant and a geotechnical soil investigation, on or before the end of the Review Period, for the purpose of detecting the presence of air pollutants, water pollutants, processed waste water, solid and hazardous wastes, soil conditions, or any other toxic substance or environmental condition that would have a material adverse impact on Buyer's anticipated use of the Property. Such tests may include a Phase I and/or Phase II environmental audit of the Property. In the event such Phase I and/or Phase II environmental audit is conducted and yields results that indicate the existence of levels of environmental contamination or other Recognized Environmental Conditions (as defined in the Offer) on the Property, Buyer may, in Buyer's sole discretion, terminate this Agreement in writing, in which case this Agreement shall be null and void and all earnest money paid hereunder shall be returned to Buyer forthwith, and neither party shall have any further obligation to the other, other than any provision which expressly survives termination hereof. .

D. Governmental/Developers Agreement/Zoning Approvals: Buyers obligation to close upon the transaction contemplated herein is contingent upon Buyer obtaining all necessary municipal consents and approvals for the Project from all applicable governmental entities that have jurisdiction over the property including, but not limited to,

rezoning the property, participation of public infrastructure improvements of at least $500,000 to include grading, utilities, stormwater, roadway improvements access improvements and site preparation from source of TID #11 under a PAYGO format, entering into a mutually acceptable developer's agreement and obtaining required governmental or municipal approvals within on or before the end of the Review Period. In the event Buyer is dissatisfied with the results of such governmental/zoning approvals for any reason whatsoever, Buyer may terminate this Agreement by delivering written notice of termination to Seller at any time during the Review Period. If Buyer so terminates this Agreement during the Review Period, Seller shall promptly return all earnest money to Buyer, and this Agreement shall be null and void, with neither party having any obligation to the other, other than any provision which expressly survives termination hereof. The parties understand and agree that the Buyer's intent is to develop the Property and lease the improvements on the Property to third parties consistent with the intended use stated in the Offer, however, Buyer shall be free to change the use after closing consistent with the mutually acceptable developer's agreement and subject to applicable zoning restrictions which affect the Property.

E. Commercial Leases. Buyer's obligation to close upon the transaction contemplated herein is contingent upon Buyer entering into commercial leases with tenants for the Buyer's intended use of the Property, upon terms acceptable to Buyer, in Buyer's sole discretion.

Contingency Satisfaction:

If Buyer does not provide Seller written express notice of its waiver and/or satisfaction of all of its contingencies on or before the end of the Review Period, then this Agreement shall be automatically deemed null and void, all earnest money shall be returned to Buyer, and neither party shall have any further obligation to the other, excepting any provision which expressly survives termination hereof.

II. Additional Provisions:

A. Access to Property: Seller agrees that Buyer shall have full and complete access to the Property to go upon the Property for the purpose of completing physical inspections, soil borings and testings, environmental audits, excavation and engineering testing, surveying and topography measurements, and conducting any more of Buyer's Due Diligence and any work related thereto ("Buyer's Due Diligence Activities"), all at Buyer's sole cost. Buyer shall not permit any liens to attach to the Property by reason of such activities. Buyer or Buyer's contractors shall maintain liability insurance for all such activities on the Property. At the conclusion of Buyer's Due Diligence Activities, any material damage to the Property caused thereby shall be repaired, and the Property shall be restored to substantially the condition existing prior to Buyer's Due Diligence Activities at the sole cost and expense of Buyer. Buyer agrees to indemnify and hold Seller harmless from and against any and all claims or liability arising from Buyer's Due Diligence Activities, except that such indemnification shall not apply to claims and liabilities related to Property conditions discovered during performance of said Due Diligence Activities.

B. Earnest Money Escrow Payment: Buyer shall deliver to the Title Company any and all earnest money deposits as required in the Offer.

Title Company shall hold and disburse these funds in accordance with the terms of the Offer and shall rely upon a good faith decision based upon advice of an attorney not representing any party to the Offer. In addition, in the event of a dispute and Title Company's inability to comply with any of the foregoing provisions for payment, Title Company may deposit the funds into the Circuit Court for Walworth County where the Property is located, and thereafter be relieved from responsibility. On any disbursement to which the Buyer and Seller do not agree, Title Company shall send written notice to all parties of the intent to disburse. The notice shall state to whom, the amount and when the disbursement will be made, and the disbursement shall not occur until at least ten (10) days after mailing the notice.

Title Company shall not be liable for any acts or omissions performed in good faith pursuant to this Offer. Also, the undersigned parties shall hold Title Company harmless from all reasonable actions taken in accordance with this Offer and agree to share all out-of-pocket expenses incurred by Title Company, which may arise out of this Offer.

C. Seller Documents: Buyer acknowledges that Seller has provided, copies of any documents available to or in Seller's possession relating to a survey of the property, environmental reports, floor plans, proposed construction plans, leases or other property related data.

D. Insulation, Asbestos, Lead, Radium and Radon Gas: The parties are aware that newspaper and other public information indicated that urea-formaldehyde foam insulation, asbestos, lead, radium, toxic substances and naturally occurring radon gas pollution, within a structure, or in soils or water supplies, could represent a serious health hazard. Seller states to the best of Seller's knowledge that this Property does not contain urea-formaldehyde foam insulation or asbestos and has not had a history of radon gas pollution or abnormal concentrations of lead, radium or toxic substances.

E. Closing: If Buyer affirmatively gives notice to proceed to the closing and otherwise waives and/or satisfies all contingencies on or before the end of the Review Period, closing of the purchase and sale of the Property, shall occur within fifteen (15) days after the date Buyer waives or satisfies all of its contingencies set forth in this Offer. Buyer may, at its sole option, elect to close the purchase of the Property at any time prior to said date, upon five (5) days prior written notice to Seller. If the date for closing falls on Saturday, Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

F. Assignment of Offer to Purchase: Buyer may assign this Offer by one or more successive assignments at any time prior to the closing of this transaction without any consent from Seller, provided it is to an entity under common control with the named Buyer. Upon any such assignment, the assignee shall have all the rights and obligations of Buyer hereunder. Any other assignment to a person or entity not under common control of the named Buyer hereunder shall be subject to the consent of Seller, which may not be unreasonably withheld, conditioned, or delayed.

G. Authorization to Sign Documents: Buyer and Seller represent and warrant to each other that the individuals signing this Offer and Addendum on behalf of Buyer and Seller are duly authorized and have full written authority to so sign and to bind the respective parties to the provisions hereof.

II. Electronic Signature/s: Signatures made electronically using DocuSign or any other electronic signature software shall be considered original signatures.

I. Legal Counsel: Anderson Commercial Group, LLC makes no representation as to the accuracy or completeness of the disclosures made in this Offer to Purchase. The Buyer and Seller are advised to be represented by their attorneys in the preparation, review and signing of this Offer to Purchase and all other legal documents associated with the purchase/sale of this Property.

J. Common Council Contingency Clause: This Agreement, and all rights, obligations, and duties arising hereunder, shall be expressly contingent upon the approval of both the Common Council of City of Whitewater, Wisconsin (the "Common Council") within forty-five (45) days of acceptance hereof. No party shall have any legal obligation of any kind with respect to the proposed transaction unless and until both the Common Council has granted their final approval of this Agreement in its entirety through a duly passed resolution in accordance with applicable Wisconsin municipal law (each a "City Approval"). If each of the City Approvals have not occurred within forty-five (45) days of execution hereof, Buyer shall have the right to terminate this Offer and in such case, all earnest money shall be immediately returned to Buyer, with neither party having any further obligation to the other, excepting any provisions which expressly survive termination hereof. Upon the occurrence of both of the City Approvals, Seller shall notify Buyer of such City Approval son the next business day after the occurrence of the final approval. The date of such notice of the final City Approval shall be deemed the "City Approval Date" for purposes of the commencement of the Review Period.

K. Property Condition Representations: The City is exempt from having to provide the vacant land disclosure report. The obligation to provide it arises from Wis. Stat. Sec. 709.01, which requires owners transferring real property to complete the disclosure report unless they are exempt from the real estate transfer fee under Wis. Stat. Sec. 77.25. The City qualifies for exemption from the fee under Wis. Stat. Sec. 77.25(2) as a subdivision of the state of Wisconsin. Notwithstanding anything to the contrary herein, Seller makes the following representations and warranties regarding the Property, all subject to the actual knowledge of the Signatory for the Seller:

1. Except as otherwise disclosed by Seller in writing as part of delivery of the Seller Documents, Seller has no knowledge that the Property has at any time been used for the purposes of storing, manufacturing, releasing or dumping Hazardous Materials (as hereinafter defined), and there are no Hazardous Materials located at, on or under the Property, and no underground storage tanks, pipelines or clarifiers have been or are located on the Property. As used in this Agreement, "Hazardous Materials" shall mean any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under any Environmental Law, including, without limitation, asbestos, gasoline and any other petroleum products (including crude oil or any fraction thereof), polychlorinated biphenyls and urea-formaldehyde insulation. As used in this Agreement, "Environmental Law" shall mean any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements of any governmental authority or requirements of law (including common law) relating to or imposing liability or standards of conduct concerning the protection of human health, the environment or natural resources, or to releases or threatened releases of Hazardous Materials into the environment, including, without limitation, ambient air, surface water, groundwater or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as now or hereafter in effect.
2. Seller has not granted, and there exist no, recorded or unrecorded options to purchase or rights of first refusal or first offer on the Property or any portion thereof
3. Except for what was or will be provided as a part of the Seller Documents, there is no agreement, in writing or otherwise, between Seller and any other person or persons for construction, service, supply, maintenance, management or the operation of the Property or any portion of the business conducted thereon, nor are there any leases, occupancy agreements, or any other agreement affecting the Property, which will survive closing
4. Seller has not received written notice of any uncured violation of any federal, state or local law relating to the use or operation of the Property which would adversely affect the Property or use thereof ("Violation"), nor has Seller received written notice that any federal, state, or local government authority or agency has taken or is contemplating any action in response to any Violation on the Property.
5. Seller has not received written notice of any litigation which has been filed against Seller, or the Property that arises out of the ownership of the Property that would affect the Property, ownership, or use thereof, or Seller's ability to perform hereunder ("Litigation"), and Seller has not received written notice that any such Litigation has been filed or is threatened.

L. Entire Agreement: This agreement constitutes the entire agreement between the parties and no modification shall be binding unless in writing and signed by all parties.

M. Brokers: Seller shall be responsible for all commissions and brokerage fees payable to any real estate agent or broker associated with the sale of the Property. Anderson Commercial Group is acknowledged to be a broker involved in this transaction on behalf of Seller, and Seller shall be responsible for all such brokerage fees and commissions.

In witness whereof, Seller and Buyer have caused this Addendum A to be executed on the date written below, their respective signatures, to be effective as of the full executed date of the Offer.

KML RE Holdings LLC

By:_____ Date:_____

Matthew Mehring, Sole Member

Seller: City of Whitewater and/or assigns

By:_____ Date:_____

John Weidl

Title: _____

**To maximize space usage most of the fillable fields use the auto font size. TAKE NOTE, once the field box is filled the text gets smaller to accommodate more characters.

WLBC QUALITY EST. 1905

Approved by the Wisconsin Real Estate Examining Board
7-1-24 (Optional Use Date) 8-15-24 (Mandatory Use Date)

Print Record

WB-13 VACANT LAND OFFER TO PURCHASE

Clear Data

~~**LICENSEE DRAFTING**~~ **THIS OFFER** ~~**ON**~~ is drafted on 10/28/26 **[DATE] IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE**

The Buyer, KML RE Holdings, LLC, a Wisconsin limited liability company, offers to purchase the Property known as Tax Key #/A405400001, Lot 1RA

[e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach as an addendum per line 682] in the City of Whitewater, County of Walworth Wisconsin, on the following terms:

PURCHASE PRICE The purchase price is One and NO/100 U.S. ---------- Dollars ($1.00).

INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items:

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

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

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

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

CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in an addendum per line 682.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before November 25, 2026.

Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term Deadlines running from acceptance provide adequate time for both binding acceptance and performance.

CLOSING This transaction is to be closed on See Addendum A

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

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

EARNEST MONEY

■ EARNEST MONEY of $ _____ accompanies this Offer.
If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
■ EARNEST MONEY of $ 1.00 will be mailed, or commercially, electronically or personally delivered within 10 days ("5" if left blank) after acceptance.
All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as Knight Barry Title) STRIKE THOSE NOT APPLICABLE (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

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

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

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

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

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer except: none other _____. If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

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

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer signing this Offer and that is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE and _____

_____

_____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

"Conditions Affecting the Property or Transaction" are defined to include:

a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.

b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.

d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load−bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.

e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.

f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

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soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine on the Property; hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.

g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.

h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out−of−service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations.

i. Defects in any septic system or other private sanitary disposal system on the Property; or any out−of−service septic system serving the Property not closed or abandoned according to applicable regulations.

j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)

k. Existing or abandoned manure storage facilities located on the property.

l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment; remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose district, such as a drainage district, that has authority to impose assessments on the Property.

m. Proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division involving the Property without required state or local permits.

n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit and there are common areas associated with the Property that are co−owned with others.

o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain, wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county.

p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-way, nonowners having rights to use part of the Property, including, but not limited to, private rights−of−way and easements other than recorded utility easements.

q. All or part of the Property has been assessed as agricultural land; has been assessed a use−value assessment conversion charge; or payment of a use−value assessment conversion charge has been deferred.

r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or similar group of which the Property owner is a member.

t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the Property or to the use of the Property such as a joint driveway, liens, and licenses.

u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an existing condition.

v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other Defect or material condition.

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

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

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

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

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

FARMLAND PRESERVATION: The early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit http://www.datcp.state.wi.us/ for more information.

CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit http://www.fsa.usda.gov/.

SHORELAND ZONING ORDINANCES: All counties must adopt uniform shoreland zoning ordinances in compliance with Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit https://dnr.wi.gov/. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland zoning restrictions, if any.

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.

PROPERTY DEVELOPMENT WARNING: If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).

Item 8.

Buyer should review any plans for development or use changes to determine what issues should be addressed contingencies.

PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1) written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions checked at lines 256-281.

Proposed Use: Buyer is purchasing the Property for the purpose of: constructing a mixed-use commercial building and/or buildings, with intent for rental to a grocery store tenant as primary/anchor tenant, and a daycare, and/or other commercial uses as determined in Buyer's discretion, provided such other uses are approved by Seller. Such approval shall not be unreasonably withheld, **[insert proposed use and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to purchase, e.g.1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

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

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

☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 CHECK ALL THAT APPLY: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank; ☐ other: _____.

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

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

☐ **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE:
☐ electricity_____; ☐ gas _____; ☐ sewer_____;
☐ water_____; ☐ telephone_____; ☐ cable _____;
☐ other_____.

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

☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) STRIKE ONE ("Buyer" if neither stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY ☐ rezoning; ☐ conditional use permit; ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 251-255. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____ _____ _____ STRIKE AND COMPLETE AS APPLICABLE. Additional map features that may be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way.

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

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

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

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

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

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

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

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

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____ _____ (list any Property component(s) to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

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

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

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

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

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

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

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

■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by:

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

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

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

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

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

(2) Seller has the right to cure but:

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

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

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

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

sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum a
per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

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

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

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

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

■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment. This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or,

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

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

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

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

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

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

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

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

to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

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

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

~~(2) _____~~

~~_____ [Specify documentation Buyer agrees to deliver to Seller].~~

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

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

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

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

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

report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.
This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:
(1) Seller does not have the right to cure; or
(2) Seller has the right to cure but:
(a) Seller delivers written notice that Seller will not adjust the purchase price; or
(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.
NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.
☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at _____
no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this Offer.
☐ **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____hours ("72" if left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:
(1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
(2) Written waiver of _____
_____ (name other contingencies, if any); and
(3) Any of the following checked below:
☐ Proof of bridge loan financing.
☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.
Other:_____
_____
[insert other requirements, if any (e.g., payment of additional earnest money, etc.)]
☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this Offer becomes primary.
HOMEOWNERS ASSOCIATION If this Property is subject to a homeowners association, Buyer is aware the Property may be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) STRIKE ONE ("Buyer" if neither is stricken).
CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and none other.
CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA:
☑ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED.
☐ Current assessment times current mill rate (current means as of the date of closing).
☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
☐ _____.
CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.
☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

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

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein),** free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land Disclosure Report and in this Offer, general taxes levied in the year of closing and none other _____ _____ _____ (insert other allowable exceptions from title, if any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

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

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

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

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

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

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

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are N/A. All leases or other occupancy agreements shall be terminated on or prior to closing. _____ _____. Insert additional terms, if any, at lines 655-660 or attach as an addendum per line 682.

DEFINITIONS

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

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

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registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 655-660 or in an addendum attached per line 682, or lines 534-538 if the Property is leased. At time of Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

If Buyer defaults, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

(1) sue for specific performance; or

(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

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

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

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

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

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

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

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

Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.

Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding FIRPTA.

☐ **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of _____ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage fees at closing. Payment made under this provision represents an economic adjustment only and does not create any agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party beneficiary of this contract.

ADDITIONAL PROVISIONS/CONTINGENCIES _____

1. Reference line 666: John Weidl, Mason Becker/City of Whitewater; Kristen Parks,Patrick McGlinn/ ACG, LLC" is hereby inserted.
2. This transfer involves a municipality which is exempt from the Real Estate Transfer Tax Fee.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 664-679.

Item 8.

(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if n
line 666 or 667.
Name of Seller's recipient for delivery, if any: See line 656-657.
Name of Buyer's recipient for delivery, if any: Matt Mehring with a cc to Attorney Jeremy M. Klang, Schober Schober & Mitchell, S.C.
[ ] (2) Fax: fax transmission of the document or written notice to the following number:
Seller: (_____) _____ Buyer: (_____) _____
[ ] (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at line 675 or 676.
[ ] (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address.
Address for Seller: _____
Address for Buyer: _____
[xxxx] (5) Email: electronically transmitting the document or written notice to the email address.
Email Address for Seller: mbecker@whitewater-wi.gov; kparks@acgwi.com; pmcglinn@acgwi.com
Email Address for Buyer: mmehring@andersonashton.com with a cc to jmk@schoberlaw.com

PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

[xxxxx] **ADDENDA:** The attached Addendum A is/are made part of this Offer.

This Offer was drafted by [Licensee and Firm] Attorney Jeremy M. Klang, Schober Schober & Mitchell, S.C.

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

E-Sign Instructions

KML RE Holdings, LLC

(x)_____
Buyer's Signature▲ Print Name Here▶ By: Matthew J. Mehring, Sole Member Date▲

(x) _____
Buyer's Signature▲ Print Name Here▶ Date▲

SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER. City of Whitewater

(x) _____
Seller's Signature▲ Print Name Here▶John Weidl Date▲

(x) _____
Seller's Signature▲ Print Name Here▶ Date▲

This Offer was presented to Seller by [Licensee and Firm] _____
_____ on _____ at _____ a.m./p.m.
This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____
Seller Initials▲ Date▲ Seller Initials▲ Date▲

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ANDERSON ASHTON
DESIGN / BUILD

2746 South 166th
New Berlin, WI 5
262.786.4640 P
262.786.4675 F
andersonashton.com

LETTER OF INTENT
6-10-2026

City of Whitewater
Mr. Mason Becker, Community Development Director
City of Whitewater
Whitewater, WI 53190

Re: Letter of Intent – 7.21 Acres at 1127 E BLUFF Road, Parcel #A405400001

Mr. Becker,

Anderson Ashton is submitting this Letter of Intent to the City of Whitewater for the approximately 7.21 -acre City-owned site near Bluff Road and Elkhorn Road.

The intent is to work with the City on a development agreement and site control structure that would allow the property to be developed with two complementary buildings: a new Piggly Wiggly grocery store of approximately 30,000 square feet and a new Whitewater Early Childhood Education and Childcare Center of approximately 12,000 square feet.

This project works if viewed as one coordinated development and not two separate ideas sharing the same site. The grocery component brings needed food access, daily activity, and a neighborhood-serving retail use. The early childhood education and childcare component address the need for quality childcare for working families and supports the surrounding residential growth already in place and under development.

At this stage, the childcare building is shown as a conceptual 12,000 square foot footprint. Based on current planning assumptions, that size could preliminarily support approximately 150 children and the appropriate staffing needed to operate the program, although that number could vary somewhat depending on age mix, classroom layout, and licensing requirements.

We believe this site is well positioned for that kind of development. It sits near existing residential neighborhoods, planned residential growth, and additional housing already in progress. That makes it a strong location for a project that combines neighborhood-serving retail with childcare and early education.

As part of this effort, Anderson Ashton requests that the City consider the following:

1. Authorization for City staff to negotiate a development agreement.
2. Conveyance of approximately 7.21 acres for development.
3. Participation in public infrastructure improvements in the amount of $500,000, with eligible uses to include grading, utilities, stormwater, roadway improvements, access improvements, and site preparation.
4. Support for the entitlement and approval process needed to move the project forward.

Based on the current concept, this project is expected to leverage more than $10 million in private investment and create meaningful public benefit through expanded grocery service, increased childcare capacity, job creation, workforce support, and long-term tax base growth. The current concept also contemplates new jobs associated with both the grocery and childcare components.

This Letter of Intent is meant to establish a framework for continued discussion. Any final agreement would remain subject to due diligence, entitlement review, utility and civil feasibility, traffic and access planning, financial review, and final approval by all parties.

We are prepared to move into that next level of work immediately. The near-term goal is to confirm the City's interest, align on the overall development vision, and determine the best structure to move the site forward.

We appreciate your consideration and look forward to discussing the opportunity further.

Sincerely,

Matthew J. Mehring
President
Anderson Ashton, Inc.
2746 South 166th Street
New Berlin, WI 53151
(262) 613-4009
mmehring@andersonashton.com

Whitewater ECEC / Piggly Wiggly Preconstruction Timeline

The following timeline is intended to show the anticipated preconstruction and development path for the proposed Whitewater Early Childhood Education Center and Piggly Wiggly project. This schedule is preliminary and will continue to be refined as the City, Anderson Ashton, ECEC leadership, and Piggly Wiggly align on site control, development structure, entitlements, and project scope.

Phase 1 – LOI + Initial Alignment
June – July 2026
Submit Letter of Intent, receive initial City response, coordinate with Piggly Wiggly and ECEC leadership, refine the concept based on stakeholder feedback.

Phase 2 – Due Diligence + Site Feasibility
August – October 2026
Advance survey, geotechnical review, civil planning, utility review, traffic and access evaluation, and concept plan revisions to confirm overall site feasibility.

Phase 3 – Program + Deal Structure
August – November 2026
Confirm the ECEC and Piggly Wiggly program needs, maintain alignment around the shared two-building vision, evaluate financial assumptions, and determine the preferred site control and leaseback or alternate transaction structure.

Phase 4 – City + Leadership Approvals
November 2026 – January 2027
Confirm final development intent, complete City and leadership review milestones, and advance zoning, entitlement, and municipal approval processes.

Phase 5 – Design + Final Pricing
November 2026 – March 2027
Prepare construction documents, complete state and local review, finalize pricing, and execute the project contract structure.

Phase 6 – Pre-Start + Readiness
March – April 2027
Issue subcontracts, complete project coordination, approve early shop drawings, and confirm readiness to begin construction.

Target Start of Construction
April 30, 2027

REVISIONS



2 SITE PLAN OPTION 1
SCALE: 1" = 50'-0"



3 SITE PLAN OPTION 2
SCALE: 1" = 50'-0"

ANDERSON ASHTON DESIGN / BUILD
2746 South 169th Street
New Berlin, WI 53151
Phone: (262) 786-4840
WWW.ANDERSONASHTON.COM

PRELIMINARY NOT FOR CONSTRUCTION

WHITEWATER PIGGLY WIGGLY

1127 BLUFF RD., WHITEWATER, WI 53190

DRAFTED BY: OP
DESIGNER:
ISSUE: 6/4/2026 8:15:28 AM
SUBMITTAL DATE: XX/XX/XXXX
DESIGN NO.
CONSTRUCTION NO.

ARCHITECTURAL SITE PLAN

A010

SHEET SIZE: 24X36


E Main St
Bluff Rd
Bluff Rd
Bluff Rd
Bluff Rd
Bluff Rd
Bluff Rd
Bluff Ridge Dr
Home Tops
Whitewater Manufacturing
Revolutionary Machine and Design
Aurora Deck Lighting
Lighting store
Russell Law Offices, S.C
E Milwaukee St
RE/MAX Connect
Fairview INN & Suites
4.3 (7)
2-star hotel
Dollar General
Dollar store
Elkhorn Rd
The Vinery Stained Glass Studio
Stained glass studio
E Clay St
E Clay St
E Clay St
Coinsource Bitcoin ATM
Kwik Trip
Elkhorn Rd
Sunrise Ln
S Moraine


E Main St
Bluff Rd
Bluff Rd
Bluff Rd
Bluff Rd
Bluff Rd
Bluff Rd
Bluff Ridge Dr
Home Tops
Whitewater Manufacturing
Revolutionary Machine and Design
Aurora Deck Lighting
Lighting store
Russell Law Offices, S.C
E Milwaukee St
RE/MAX Connect
Fairview INN & Suites
4.3 (7)
2-star hotel
Dollar General
Dollar store
Elkhorn Rd
The Vinery Stained Glass Studio
Stained glass studio
E Clay St
E Clay St
E Clay St
Coinsource Bitcoin ATM
Kwik Trip
Elkhorn Rd
US 12
Sunrise Ln
S Moraine
12,000 SF
124 PARKING SPACES
20,000 SF

RESOLUTION NO. 2026-R-66

A RESOLUTION TO ACCEPT OFFER TO PURCHASE FROM KML RE HOLDINGS LLC FOR CITY OWNED PROPERTY

WHEREAS, this resolution was reviewed by the Plan and Architectural Review Commission on November 9, 2026 and is recommended for approval by said committee; and,

WHEREAS, the Common Council previously accepted a Letter of Intent from Anderson Ashton to conceptually move forward with a commercial development project on property mentioned herein, largely consisting of a new childcare center and grocery store, and,

WHEREAS, the development of such new grocery store and childcare center will be of a positive economic benefit to the City and its residents, and,

WHEREAS, sale of the property and construction of same project(s) will positively contribute to Tax Increment District #11, and,

WHEREAS, the Offer to Purchase reflects the terms presented in the original Letter of Intent,

NOW, THEREFORE BE IT RESOLVED, That the Common Council of the City of Whitewater

Authorizes the appropriate city officials to negotiate and enter into the Offer to Purchase and Addendum A of same for Parcel No. /A405400001 and pursue negotiation of related Development Agreement.

Resolution was introduced by Council Member _____, who moved for its adoption.

Seconded by Council Member _____.

DATE	November 17, 2026			
	YES	NO	PASS	ABSENT
Michael Smith				
Orin Artsmith				
Steven Sahyun				
Brian Schanen				
Neil Hicks				
Gavin Kelleher				
Patrick Singer				
Total:				

ADOPTED: _____

John Weidl, City Manager

ATTEST:

Heather Boehm, City Clerk