



Plan & Architectural Review Meeting

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

Monday, June 08, 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/2380281851001?p=sEgX6zC8pyw2OoWXIW>

Dial in by phone

+1 929-229-5663,,311833736# United States, New York City

Find a local number

Phone conference ID: 311 833 736#

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 Committee 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 May 11, 2026 Minutes.

PUBLIC HEARING FOR REVIEW AND POSSIBLE APPROVAL

2. Discussion and possible approval of a Conditional Use Permit for alcohol by the drink for Sean Stemper d/b/a Rosa's Pizza. Located at 180 W Main Street. Parcel Id# /OT 00020.
3. Discussion and possible approval of a Conditional Use Permit for Danielle Parsell d/b/a Flowing Well Saloon. Located at 132 W Center Street. Parcel Id # /OT 00065.
4. Discussion and possible approval of a Conditional Use Permit and Site Plan Review for three additional contractor buildings for Jonathan Tanis. Located at 1345 and 1277 Greenway Ct. Parcel Id #: /A524900004
5. Discussion and possible recommendation to Common Council Zoning Ordinance creating section 19.09.291 and subsections 19.19.30(G), 19.33.30(T) amending subsections 19.15.30(G), 19.18.30(H), Creating 19.19.030 (H) to define Family child care Centers and Define conditional uses for Family Child Care Centers.
6. Discussion and possible recommendation to Common Council Zoning Ordinance changes repealing subsections 19.09.17 and 19.09.177 of the definitions section, creating subsection 19.09.022 and 19.09.355 of the definitions section, creating 19.21.030(P) to define Conditional Use and Amending subsection 19.27.030(K), 19.33.03(T), 19.36.03(c) 19.38.030 (6b) and 19.48.20 (E) to define Permitted and Conditional Uses.

CONSIDERATION/DISCUSSION/REPORTS

7. Discussion and possible recommendation to Common Council the Child Safety Zone Map and Resolution.
8. Discussion and recommendation to Common Council the land combination CSM for the N Jefferson Street properties. Parcel Id #'s /BIRW 00001, BIRW 00002 and /BIRW 00003A.
9. Discussion and possible recommendation to Common Council the land split CSM's for vacant land owned by the City of Whitewater at the end of Universal Blvd and the corner of Executive Drive and N Prospect. Parcel Id #'s /WUP 00322 and 292-0515-3432-000.
10. Discussion and recommendation sale of City owned vacant land to Bethel House of Whitewater Inc located on E Cravath Street next to 616 E Cravath. Parcel Id # /DAJ 00006.

FUTURE AGENDA ITEMS

NEXT MEETING DATE JULY 13, 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

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.



Plan & Architectural Review Meeting

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

Monday, May 11, 2026 - 6:00 PM

MINTUES

CALL TO ORDER

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

ROLL CALL

APPROVAL OF AGENDA

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ELECTION OF CHAIRMAN

Motion to nominate Neil Hicks as chairman.

Motion made by Board Member McCormick, Seconded by Vice Chairman Binnie.

Voting Yea: Board Member Parker, Board Member Miller, Board Member Stoneman, Board Member McCormick, Vice Chairman Binnie

Voting Abstaining: Chairman, Councilmember Hicks

ELECTION OF VICE CHAIRMAN

Motion to nominate Lynn Binnie.

Motion made by Board Member McCormick, Seconded by Board Member Miller.

Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Board Member Miller, Board Member Stoneman, Board Member McCormick

Voting Abstaining: Vice Chairman Binnie

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 Committee discusses that particular item.

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.

- 1. Approval of the Minutes of April 13, 2026.

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

PUBLIC HEARING FOR REVIEW AND POSSIBLE APPROVAL

- 2. Discussion and possible approval of a Conditional Use Permit for Alcohol by the Drink for Jason Gessner d/b/a Fanatico Ristorante, LLC. Located at 162 W Main Street. Tax Parcel #/OT 00014.

Zoning Administrator Schwark provided a background regarding the application. They recently changed ownership.

Motion to approve with planner's recommendations

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

- 3. Discussion and possible approval of a Conditional Use Permit for Automotive Sales and Repair shop for Jordan Green. Located at 415 E Main Street. Tax Parcel #WUP 00269.

Zoning Administrator Schwark provided a background on application.

Brad Marquardt provide information on parking.

Jordan Green applicant answered questions of the board.

Motion to approve with planner's recommendation no more than 9 vehicles be parked and that they be located on the concrete pads and no vehicles that are inoperable to be parked on the street.

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

- 4. Discussion and possible approval of a Conditional Use Permit for Alcohol by the Drink for DRA, LLC Located at 214 W Whitewater Street. Tax Parcel #/OT 00144.

Zoning Administrator presented the application.

Motion to approve with Planner's Recommendations

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

- 5. Discussion and possible approval of a Land-Split Plat and CSM for Robert Shannon Quast Trustee of property located at 630 S Wisconsin Street. Tax Parcel # /WUP 00288D.

Parker excused himself from this item.

Zoning Administrator provided a background on the application. Needs to go to Common Council.

Bob Quast trustee for 630 S Wisconsin Street answered the questions of the board members. Asked for lenience for the removal of the shed.

Ted Kujanski 676 S Wisconsin provided a statement and concerns about the project.

Teresa Parker 708 S Wisconsin had a questions regarding the CSM and sidewalks.

Brad Marquardt provided information regarding sidewalks.

Motion to approved CSM with Planner's recommendation if they CSM is finalized with county that the shed on lot 4 be removed in one year time unless a new construction permit pulled.

- 6. Discussion and possible approval for a Conditional Use Permit for Outside Storage and Site Plan Review to be located at Howard Road and Greenway Court. Tax Parcel Id #'s /A444300002 and /A444200002.

Zoning Administrator Schwark provided the application background.

Binnie asked if BZA would be required.

Larry Chapman answered board member questions.

14 feet for height

6 to 8 p.m.

Limited yard lighting

Motion to approval with Planner's recommendation to be a maximum of 14 ft and hours of operations from 6am to 8 pm and yard lighting to match hours of operations for perimeter lighting. Perimeter lighting can be reviewed by staff.

Motion made by Chairman, Councilmember Hicks, Seconded by Board Member McCormick.

Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Board Member Miller, Board Member Stoneman, Board Member McCormick, Vice Chairman Binnie

CONSIDERATION/DISCUSSION/REPORTS

- 7. Discussion and possible recommendation to Common Council the sale of Parcel # /A514100001 located on Starin Road. Known more commonly as Hospital Hill.

Mason Becker provided a background regarding the offer to purchase.

Jon Tanis answered the board questions.

Motion to recommend to common council the sale of Lot 1 of Hospital Hill.

Motion made by Vice Chairman Binnie, Seconded by Board Member Miller.

Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Board Member Miller, Board Member Stoneman, Board Member McCormick, Vice Chairman Binnie

- 8. Discussion and possible approval of a Special Plan Commission meeting for Monday, May 18, 2026 at 6:00 p.m. to review Lifetime Manufacturing, LLC Site Plan.

Motion to tentatively approved the May 18, 2026 special meeting.

Motion made by Chairman, Councilmember Hicks.

Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Board Member Miller, Board Member Stoneman, Board Member McCormick, Vice Chairman Binnie

FUTURE AGENDA ITEMS

Parker- City attorney about driving by the locations but not talking to applicant in person

NEXT MEETING DATE JUNE 8, 2026

May 18, 2026

ADJOURNMENT

Meeting adjourned at 7:43 p.m.

Motion made by Board Member Miller, Seconded by Board Member Parker.

Voting Yea: Chairman, Councilmember Hicks, Board Member Parker, Board Member Miller, Board Member Stoneman, Board Member McCormick, Vice Chairman Binnie

To the City of Whitewater,

We appreciate the notice for proposed conditional use permit for outside storage located at Howard Rd. and Greenway Ct. We recently completed a new home build that is directly across from the proposed location. We ask that the commission consider the impact of lighting, noise, and landscaping on the homeowners in proximity to this proposed location.

There are several residences close to this site, and we hope that actions can be considered to mitigate the impact on residential neighbors. We would be extremely grateful for reduced lighting of any buildings and improved landscaping to balance this proposal with the full-time homeowners in the area.

Thank you for considering the residential impacts of this proposal and we appreciate any positive solutions to balance the needs of the area.

Sincerely,

Dale and Melissa Pinzino
N9488 Howard Rd
Whitewater, WI 53190

MEMORANDUM

To: City of Whitewater Plan and Architectural Review

Commission

From: Allison Schwark, Zoning Administrator

Date: June 8, 2026

Re: Conditional Use Permit

Summary of Request	
Requested Approvals:	Conditional Use Permit
Location:	180 W Main St (/OT 00020)
Current Land Use:	Central Business
Proposed Land Use:	Central Business
Current Zoning:	B-2
Proposed Zoning:	NA
Future Land Use:	Central Business

Application Summary

The applicant is requesting a Conditional Use Permit for the sale of alcohol by the drink at 180 W Main St. In the B-2 District taverns and other places selling alcoholic beverages by the drink are only allowed by Conditional Use. This establishment has been in operation, and will remain in operation as is, however requires a current CUP to remain complaint due to ownership changes.

Planner’s Recommendations

- 1) Staff recommends the plan commission **APPROVE** the conditional use permit with the following conditions:
 - 1. The conditional use permit shall run with the applicant and not the land. Any change in ownership/licensee (or operator) will require approval of a conditional use permit for the new owner/licensee (or operator) from the Plan Commission.
 - 2. Maximum occupancy shall be as determined by the fire department and building inspector.
 - 3. The applicant shall comply with all required City and building codes.

ROSA'S PIZZA

178 W. Main Street, Whitewater, WI

DRAWING INDEX:

SP-1 SITE PLAN, DRAWING INDEX
A-1 MAIN FLOOR PLANS, LEGEND
A-2 ADA DETAILS, FIRE SEPARATION DETAILS
EM-1 EGRESS LIGHTING PLAN

PROJECT DESCRIPTION:

X

IEBC LEVEL III ALTERATION AT MAIN FLOOR ONLY.

BUILDING INFORMATION:

CONSTRUCTION TYPE:	TYPE VB
BUILDING FOOTPRINT:	6,511 S.F.
ALTERED AREA:	XXXX S.F.
NO. OF FLOORS:	2
OCCUPANCY GROUP:	A-3 / R-2
SPRINKLERED:	NONE

VERIFY ALL CONDITIONS AND DIMENSIONS ON THE JOB AND NOTIFY THE DESIGN ALLIANCE ARCHITECTS, INC. OF ANY DISCREPANCIES PRIOR TO START.



ALL DRAWINGS ARE
1/2 SCALE SHOWN

PRELIMINARY
NOT FOR
CONSTRUCTION

the Design Alliance
Architects, Inc.

1003 Madison Avenue
Fort Atkinson, WI

(920) 563-3404

ROSA'S PIZZA
178 W. Main Street
Whitewater, WI

DRAWING NAMES

SITE PLAN
DRAWING INDEX

REVISIONS

PROJECT DATA

DATE: 2/23/2018
DRAWN BY: CL
CHECKED BY: P.W.
SHEET NO.

SP-1

SCALE: APPROX. 1" = 200'
2017/ROSA'S PIZZA/RP-DRAWINGS.DWG
DATE: FEBRUARY 16, 2018

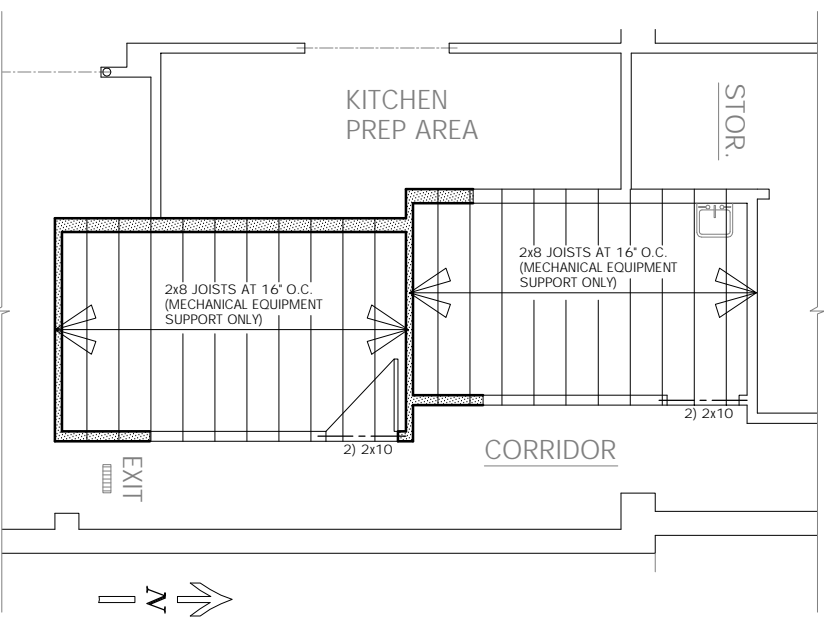
SITE PLAN



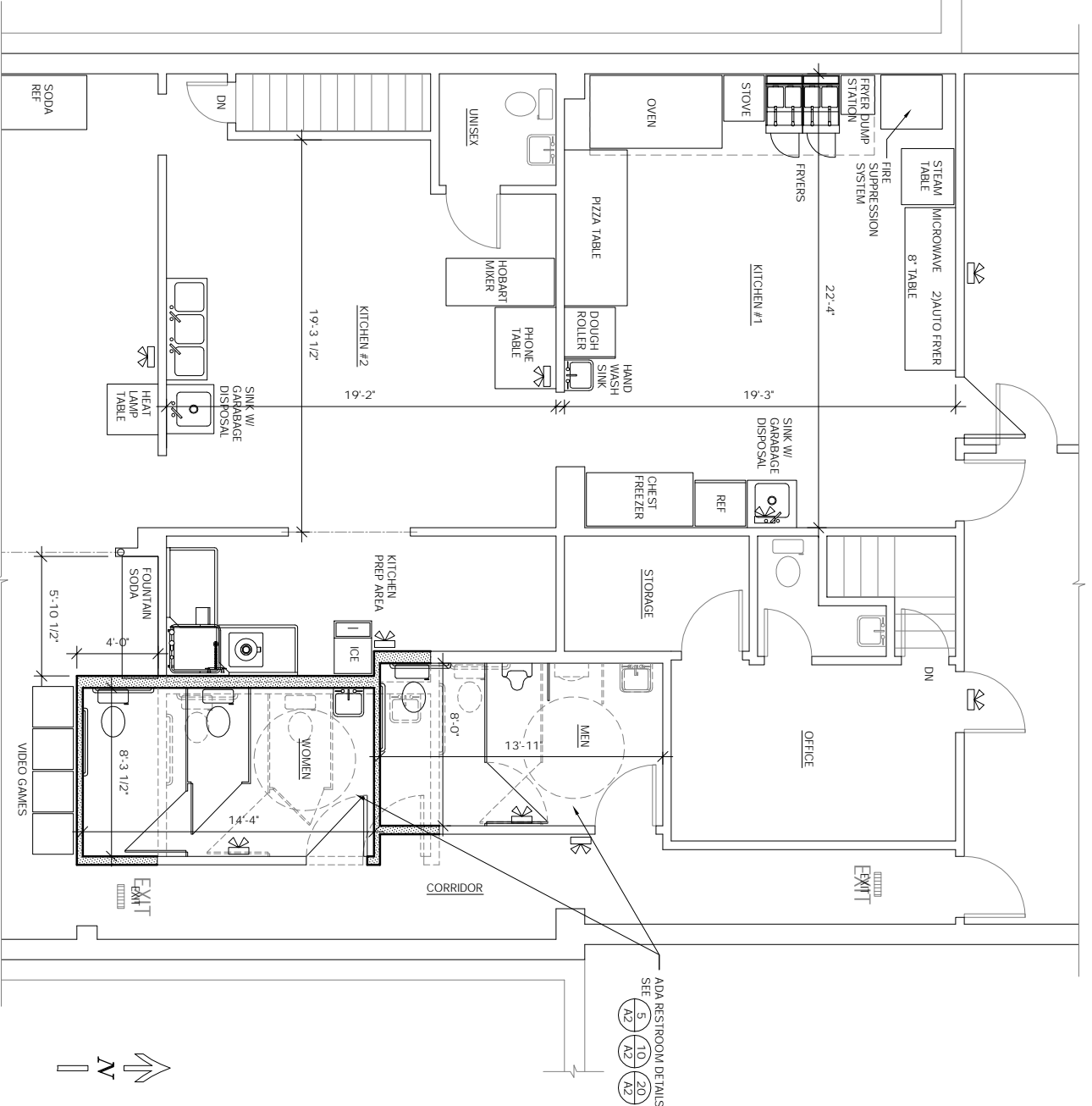
- LEGEND:**
- NEW DOOR WITH ADA COMPLIANT LEVER HANDLE
 - EXISTING DOOR TO REMAIN WITH ADA COMPLIANT LEVER HANDLE
 - EXISTING DOOR TO BE REMOVED
 - NEW WALL: 2x4 STUDS AT 16" O.C. (2x6 PLUMBING WALL WITH 1/2" DRYWALL ON BOTH SIDES)
 - EXISTING WALL
 - EXISTING WALLS TO BE REMOVED
 - EXISTING ILLUMINATED EXIT SIGN WITH EMERGENCY LIGHTS AND 90 MINUTE MIN. BATTERY BACK-UP, TYP.
 - NEW APPROVED ILLUMINATED EXIT SIGN WITH EMERGENCY LIGHTS AND 90 MINUTE MIN. BATTERY BACK-UP, TYP.
 - APPROVED EMERGENCY LIGHTING WITH 90 MINUTE MIN. BATTERY BACK-UP, TYP. -- SEE EGRESS LIGHTING PLAN SHEET EM-1
 - PROVIDE FIRE EXTINGUISHERS - CONFIRM REQUIREMENTS WITH LOCAL FIRE INSPECTOR
 - SMOKE DETECTOR - HARD-WIRED WITH BATTERY BACK-UP, TYP.
 - CARBON MONOXIDE DETECTOR - HARD-WIRED WITH BATTERY BACK-UP, TYP.

3
A1
SCALE: N.T.S.
2017/ROSAS PIZZARP-DRAWINGS.DWG
DATE: FEBRUARY 16, 2018

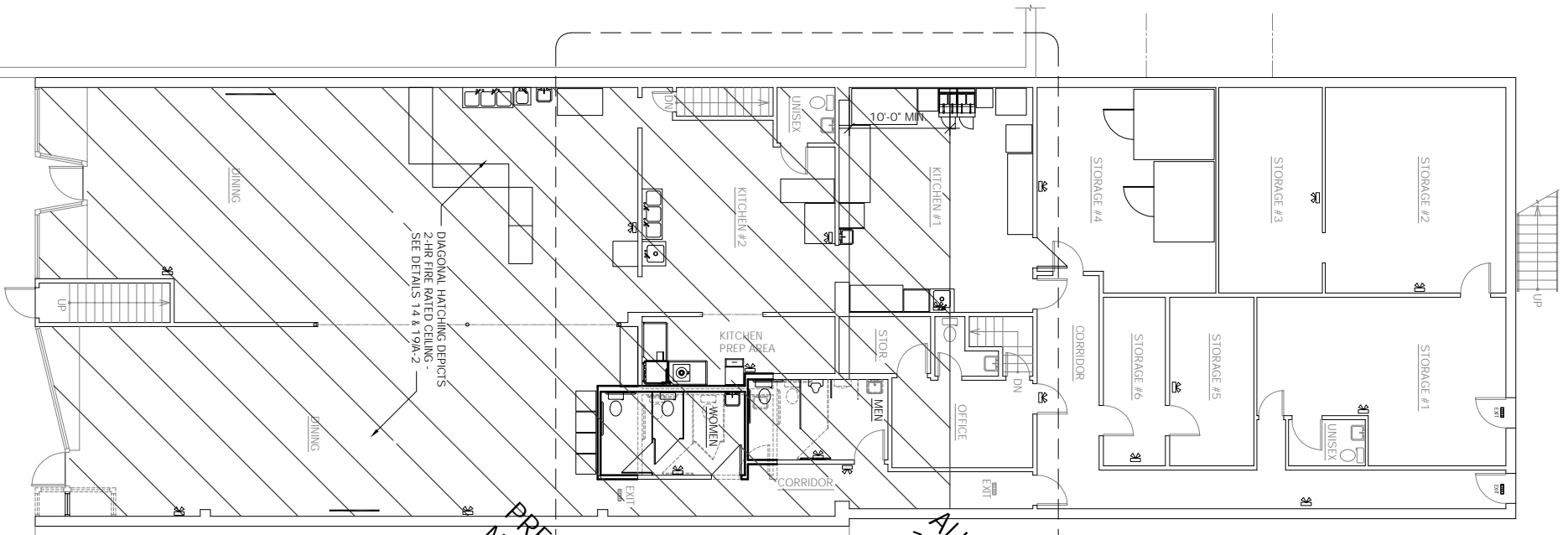
VERIFY ALL CONDITIONS AND DIMENSIONS ON THE JOB AND NOTIFY THE DESIGN ALLIANCE ARCHITECTS, INC. OF ANY DISCREPANCIES PRIOR TO START.



16
A1
RESTROOM CEILING PLAN
SCALE: 1/4" = 1'-0"
2017/ROSAS PIZZARP-DRAWINGS.DWG
DATE: FEBRUARY 23, 2018



18
A1
ENLARGED FLOOR PLAN
SCALE: 1/4" = 1'-0"
2017/ROSAS PIZZARP-DRAWINGS.DWG
DATE: FEBRUARY 16, 2018



20
A1
MAIN FLOOR PLAN
SCALE: 1/8" = 1'-0"
2017/ROSAS PIZZARP-DRAWINGS.DWG
DATE: DECEMBER 19, 2017

PRELIMINARY NOT FOR CONSTRUCTION
ALL DRAWINGS ARE 1/2 SCALE SHOWN

ROSA'S PIZZA
178 W. Main Street
Whitewater, WI

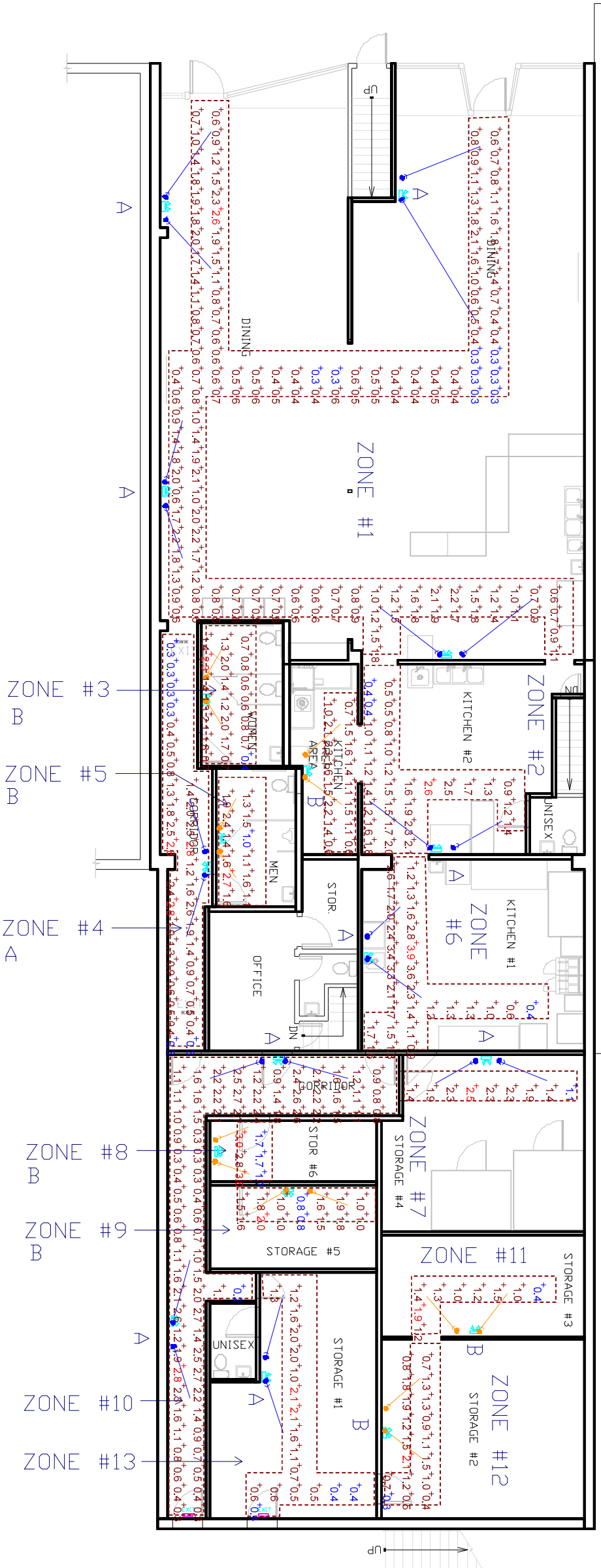
the Design Alliance
Architects, Inc.

1003 Madison Avenue
Fort Atkinson, WI (920) 563-3404

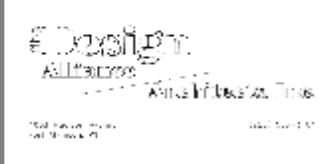
DRAWING NAMES	
MAIN FLOOR PLAN	
LEGEND	
RESTROOM CEILING PLAN	
REVISIONS	
PROJECT DATA	
DATE:	2/23/2018
DRAWN BY:	CL
CHECKED BY:	P.W.
SHEET NO.	
A-1	

Schedule	Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
		A	11	Lithonia Lighting	EIA LT LP06VS	QUANTUM LED EMERGENCY TWIN-HEAD UNIT (ONE HEAD ONLY).	ONE 5.4-WATT LED ASSEMBLY	1	EIA_LT_LP06VS.iies	398.0666	0.97	10.8
		B	7	Lithonia Lighting	ELM2 LED	QUANTUM LED EMERGENCY TWIN-HEAD UNIT (ONE HEAD ONLY)	ONE 1.5-WATT LED ASSEMBLY	1	ELM2_LED.iies	-1	0.97	3

Statistics					
Description	Symbol	Avg	Max	Min	Max/Min Avg/Min
Calc Zone #1	+	1.0 fc	2.6 fc	0.3 fc	8.7:1 3.3:1
Calc Zone #2	+	1.4 fc	2.6 fc	0.4 fc	6.5:1 3.5:1
Calc Zone #3	+	1.2 fc	2.3 fc	0.4 fc	5.8:1 3.0:1
Calc Zone #4	+	1.3 fc	2.8 fc	0.3 fc	9.3:1 4.3:1
Calc Zone #5	+	1.6 fc	2.7 fc	1.0 fc	2.7:1 1.6:1
Calc Zone #6	+	1.8 fc	3.9 fc	0.4 fc	9.8:1 4.5:1
Calc Zone #7	+	1.9 fc	2.5 fc	1.1 fc	2.3:1 1.7:1
Calc Zone #8	+	2.3 fc	3.0 fc	1.7 fc	1.8:1 1.4:1
Calc Zone #9	+	1.4 fc	2.8 fc	0.8 fc	2.5:1 1.8:1
Calc Zone #10	+	1.4 fc	2.0 fc	0.2 fc	14.0:1 7.0:1
Calc Zone #11	+	1.2 fc	1.9 fc	0.4 fc	4.8:1 3.0:1
Calc Zone #12	+	1.1 fc	2.1 fc	0.3 fc	7.0:1 3.7:1
Calc Zone #13	+	1.1 fc	2.1 fc	0.4 fc	5.3:1 2.8:1



EGRESS LIGHTING PLAN
 Scale: N.T.S.
 Date: 2/19/2018



ROSA'S PIZZA
 178 W. Main Street
 Whitewater, WI

Designer
 CL
 Date
 2/23/2018
 Scale
 Not to Scale
 Revision No.
 Summary

EM-1



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) *

Rosa's Pizza

Applicant, Agent & Property Owner Information

2) Applicant's First Name *

Sean

3) Address *

████████████████████

4) City *

██████████

5) State *

█

6) Zip Code *

██████

7) Phone Number *

██████████

8) Email Address *

██

9) Agent Name *

10) Agent Company *

Rosa's Pizza

11) Address *

██████████

12) City *

██████████

13) State *

█

14) Zip Code *

██████

15) Phone Number *

██████████-

16) Email Address *

████████████████████

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

same

18) Address *

same

19) City *

whitewater

20) State *

WI

21) Zip Code *

53190

22) Phone Number *

██████████

23) Email Address *

████████████████████

24) Planning Request (check all that apply) *

Site Plan and Architectural Review \$150.00 plus \$0.05 per sq. ft (Floor Area)

Conditional Use Permit \$275.00

Rezone/Land Use Amendment \$400.00

Planned Unit 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 Appeals/Adjustment \$300.00

Translation Services

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

Yes

No

Item 2.

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

no

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 *

Pizza shop

28) Hours of Operations (Weekends) *

11:00 am-11:30 pm

29) Description of Business use or Operations *

Pizza Restaruant

New Business Use/Operation Information

30) Hours of Operations (Weekdays) *

11:00 am- 9:45 pm

31) Total Area Space in Square Feet *

32) # Full Time Employees *5

33) # Toilet Fixtures *3

34) # of Part Time Employees *10

35) Total Employee Hours Per Year (include yourself if self-employed) *19,500

36) Customer Seating * Yes No**37) Seating Capacity ***147

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 *

pizza restaurant. Serve delicious pizza/pasta/sandwiches

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 Note

Parking

44) Dimension of parking lot *

public

45) Number of Spaces Available *

public

46) Parking Lot Construction *

 Asphalt Concrete

47) Type of Screening *

 Fencing Plantings

48) Is employee parking included in "number of spaces available"? * 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 None Other

50) If other, what type *N/A

51) Location of Signs *N/A

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

None

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

N/A

Outdoor Lighting

56) Type *

N/A

57) Location *

N/A

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 *

N/A

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

Licenses/Permits

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

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

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

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

No

Item 2.

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

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

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 *

Sean Stemper

71) Date *

11/05/2026 10:45:00 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 *

Rosa's Beer license

73) Project Location *

[REDACTED]

Applicant Information

74) Name *

Sean Stemper

75) Mailing (Billing) Address *

[REDACTED]

76) Phone *

[REDACTED]

77) Email Address *

[REDACTED]

[REDACTED] Information

78) Name *

N/A

79) Phone *

0000000000

80) Email Address *

[REDACTED]

81) Signature of Applicant *

Sean Stemper

82) Date *

11/05/2026 12:30:00 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.

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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 Blich \$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 *

Floor Plan.pdf

84) Landscaping Plan Upload *

Floor Plan.pdf

85) Lighting Plan Upload *

Floor Plan.pdf

86) MSDS Sheets *

Floor Plan.pdf

87) Other Information *

Floor Plan.pdf

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 8th day of June 2026 at 6:00 p.m. to hold a public hearing for consideration of a Conditional Use Permit for Sale of Alcohol by the Drink located at 180 W Main Street, Parcel ID #/OT 00020 for Sean Stemper d/b/a Rosa’s Pizza.

The Conditional Use Permit Proposal is on file in the Community Development Office 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

TAIL SPIN LLC
22218 W 7 MILE ROAD
FRANKSVILLE, WI 53126

CBP PROPERTIES LLC
417 N FREMONT ST
WHITEWATER, WI 53190

SHABANI INVESTMENTS L
11337 E COUNTY RD N
WHITEWATER, WI 53190

MARY E KETTERHAGEN
KETTERHAGEN TRUST
1631 PEARSON CT
WHITEWATER, WI 53190

ILMI SHABANI TRUST
ANIFE SHABANI TRUST
1133Y E COUNTY RD N
WHITEWATER, WI 53190

MIKNNA LLC
C/O AROPA DESIGNS
144 W MAIN ST
WHITEWATER, WI 53190

WOKES LLC
146 W MAIN ST
WHITEWATER, WI 53190

JOSE J BARAJAS
JUANA BARAJAS
409 BUCKINGHAM BLVD
WHITEWATER, WI 53190

CITY OF WHITEWATER
312 W WHITEWATER ST
WHITEWATER, WI 53190

TAMMY J APRAHAMIAN
S107 W30511 SANDY BEACH RD
MUKWONAGO, WI 53149

DRILON LLC
2640 DEEP VALLEY CT
PROSPER, TX 75078

172 MAIN LLC
S107 W30511 SANDY BEACH RD
MUKWONAGO, WI 53149

WHITEWATER RENTALS LLC
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DAVID E SAALSAA
183 W MAIN ST #3
WHITEWATER, WI 53190

CENTER STREET RENTALS, LLC
W9597 BREIDSAN DR
WHITEWATER, WI 53190

JERMAN PROPERTIES LLC
PO BOX 616
CAMBRIDGE, WI 53523

LIVING WORD FELLOWSHIP OF
WHITEWATER INC
212 W MAIN ST
WHITEWATER, WI 53190

KICH PROPERITES LLC
N7296 LAKESHORE AVE
ELKHORN, WI 53121

ST JOHN LODGE 57 F. & A.M.
266 W MAIN ST
WHITEWATER, WI 53190

RIEK RD LLC
PO BOX 233
WHITEWATER, WI 53190

BARK J KRAUS
8320 N EAGLE DR
MILTON, WI 53563

FIRST CITIZENS STATE BANK
207 W MAIN ST
WHITEWATER, WI 53190

STEPHEN FAIRCHILD
126 W CENTER ST
WHITEWATER, WI 53190

STONEGATE MANAGEMENT LLC
S107 W30511 SANDY BEACH RD
MUKWONAGO, WI 53149

DIANE L TRAMPE
138 W CENTER ST
WHITEWATER, WI 53190

FIRE STATION 1 LLC
140 W CENTER ST
WHITEWATER, WI 5190

VAS 117 S SECOND LLC
S52W23080 HUNTERS HOLLOW
WAUKESHA, WI 53189

BOWERS HOUSE LLC
S107 W30511 SANDY BEACH RD
MUKWONAGO, WI 53149

LUIS ISLAS MARTINEZ
EVA ARANDA VILLEGAS
130 S ASH LN
WHITEWATER, WI 531910

MEXSAL LLC
565 S FRANKLIN ST
WHITEWATER, WI 53190

HBCK LLC
2924 CANDELWOOD DR
JANESVILLE, WI 53546

DLK ENTERPRISES INC
PO BOX 239
WHITEWATER, WI 53190

141 W MAIN STREET BUIL
C/O BARBARA KRAMER
4906 LEE BLVD
SHADY SIDE, MD 20746

RUSSALL WALTON FAMILY TRUST
KIMBERLY WALTON FAMILY TRUST
1005 W MAIN ST, STE C
WHITEWATER, WI 53190

LAKE COUNTRY PARTNERSHIP
LLC
S107 W30511 SANDY BEACH RD
MUKWONAGO, WI 53149

AUREL BEZAT
DANIELA BEZAT
751 CAMBRIDGE DR
JANESVILLE, WI 53548

KD WILCOX INVESTMENTS, LLC
PO BOX 440
WHITEWATER, WI 53190

JLY 3 LLC
PO BOX 111
MAYVILLE, WI 53050

BULLDOG INVESTMENTS LLC
109 S FIRST ST
WHITEWATER, WI 53190

GKC RENTALS-WHITEWATER LLC
W7723 HACKETT RD
WHITEWATER, WI 53190

HANTROPP PROPERTIES, LLC
GREGORY CONDOS
158 W WHITEWATER ST
WHITEWATER, WI 531690

STEVE O'S LLC
156 W WHITEWATER ST
WHITEWATER, WI 53190

RODRIGUEZ PROPERTIES II LLC
N9707 N MCCORD RD
WHITEWATER, WI 53190

VAS 135 W CENTER LLC
S52W23080 HUNTERS HOLLOW
WAUKESHA, WI 53189

MIQUIS LLC
11137 E COUNTY ROAD N
WHITEWATER, WI 53190

MARIETTA RENTALS LLC
123 W CENTER ST
WHITEWATER, WI 53190

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

WATERTOWN SAVINGS & LOAN
C/O ASSOICATED BANK MS 8227
433 MAIN ST
GREEN BAY, WI 54301

WHITEWATER POST OFFICE
213 W CENTER ST
WHITEWATER, WI 53190

BUEHLER LAW OFFICE LLC
266 LAKEVIEW DR
WHITEWATER, WI 53190

ROBERT ARDELT TRUST
835 WALWORTH AVE
WHITEWATER, WI 53190

CC PROPERTY DEVELOPMENT
LLC
111 W WHITEWATER ST
WHITEWATER, WI 53190

BRADLEY J MORTON
KODI S MORTON
131 N FREMONT ST
WHITEWATER, WI 53190

JAMES EHLERS TRUST
11325 E KEATS AVE
MESA, AZ 85209

BLAKE S SCHARINE
4213 N SCHARINE RD
WHITEWATER, WI 53190

JOSE F SOTO
AMANDA R SOTO
234 W NORTH ST
WHTIEWATER, WI 53190

D&L TRIEBOLD TRUST
N7618 ENGEL RD
WHTIEWATER, WI 53190

JVULTAGGIO LLC
W2862 STATE RD 59
WHITEWATER, WI 53190

LORI HILL
ROMIE JOHNSON
W4787 YANDRY RD
WHITEWATER, WI 53190

ARACELI PARTIDA
371 W ANN ST
WHITEWATER, WI 53190

ANTONIO ARANDA
PO BOX 293
WHITEWATER, WI 53190

SHYNA STATDFIELD
132 N GEORGE ST
WHITEWATER, WI 53190

WILLIAM LEE REIBER
202 W NORTH ST
WHITEWATER, WI 53190

Item 2.

ROY T QUICKEL
131 N GEORGE ST
WHTIEWATER, WI 53190

MEMORANDUM

To: City of Whitewater Plan and Architectural Review

Commission

From: Allison Schwark, Zoning Administrator

Date: June 8, 2026

Re: Conditional Use Permit

Summary of Request	
Requested Approvals:	Conditional Use Permit
Location:	132 W Center Street (/OT 00065)
Current Land Use:	Central Business
Proposed Land Use:	Central Business
Current Zoning:	B-2
Proposed Zoning:	NA
Future Land Use:	Central Business

Application Summary

The applicant is requesting a Conditional Use Permit for the sale of alcohol by the drink at 132 W Center Street In the B-2 District taverns and other places selling alcoholic beverages by the drink are only allowed by Conditional Use. The property was previously used and occupied by Coyote Grill, and the current occupant is proposing a new establishment called The Flowing Well Saloon.

Planner’s Recommendations

- 1) Staff recommends the plan commission **APPROVE** the conditional use permit with the following conditions:
 - 1. The conditional use permit shall run with the applicant and not the land. Any change in ownership/licensee (or operator) will require approval of a conditional use permit for the new owner/licensee (or operator) from the Plan Commission.
 - 2. Maximum occupancy shall be as determined by the fire department and building inspector.
 - 3. The applicant shall comply with all required City and building codes, and any signage shall require additional permitting.



















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) *

The Flowing Well Saloon

Applicant, Agent & Property Owner Information

2) Applicant's First Name *

Danielle

3) Address *

██████████

4) City *

██████

5) State *

█

6) Zip Code *

████

7) Phone Number *

██████████

8) Email Address *

████████████████████

9) Agent Name *

10) Agent Company *

The Flowing Well Saloon

11) Address *

██████████

12) City *

██████████

13) State *

█

14) Zip Code *

██████

15) Phone Number *

██████████

16) Email Address *

██████████████████

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

Blake

18) Address *

████████████████████

19) City *

████████

20) State *

█

21) Zip Code *

██████

22) Phone Number *

██████████

23) Email Address *

██

24) Planning Request (check all that apply) *

Site Plan and Architectural Review \$150.00 plus \$0.05 per sq. ft (Floor Area)

Conditional Use Permit \$275.00

Rezone/Land Use Amendment \$400.00

Planned Unit 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 Appeals/Adjustment \$300.00

Translation Services

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

Yes

No

Item 3.

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

N/A

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 *

Lil' Debbie's Coyote Grill

28) Hours of Operations (Weekends) *

0

29) Description of Business use or Operations *

Bar and Grill

New Business Use/Operation Information

30) Hours of Operations (Weekdays) *

7am-2am

31) Total Area Space in Square Feet *

N/A

Item 3.

32) # Full Time Employees *

0

33) # Toilet Fixtures *

2

34) # of Part Time Employees *

0

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

N/A

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 *

Mixed Use

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 Note

Parking

44) Dimension of parking lot *

N/A

45) Number of Spaces Available *

N/A

46) Parking Lot Construction *

 Asphalt Concrete

47) Type of Screening *

 Fencing Plantings

48) Is employee parking included in "number of spaces available"? * 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 None Other

50) If other, what type *

N/A

51) Location of Signs *

Under outdoor lighting

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

None

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

Varied

Outdoor Lighting

56) Type *

Gooseneck

57) Location *

Above sign

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) *

Bathrooms, bar sink, kitchen sink, wells, utility sink

Licenses/Permits

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

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

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

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 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

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Funeral homes and crematory services

Liquor or tobacco stores

Wholesale trade of durable and nondurable goods

Salvage Yards

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70) Applicant's Signature *

Danielle Parsell

71) Date *

07/05/2026 11:15:00 AM

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Project Information

72) Project Name *

The Flowing Well Saloon

73) Project Location *

132 W Center St Whitewater, WI 53190

Applicant Information

74) Name *

Danielle Parsell

75) Mailing (Billing) Address *

[REDACTED]

76) Phone *

[REDACTED]

77) Email Address *

[REDACTED]

Attorney Information

78) Name *

N/A

79) Phone *

0000000000

80) Email Address *

[REDACTED]

81) Signature of Applicant *

N/A

82) Date *

07/05/2026 11:15:00 AM

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.

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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 *

IMG_2228.jpeg, IMG_2191.jpeg, IMG_2188.jpeg, IMG_2187.jpeg,
IMG_2183.jpeg, IMG_2227.jpeg, IMG_2226.jpeg, IMG_2225.jpeg,
IMG_2224.jpeg

84) Landscaping Plan Upload *

IMG_2201.png

85) Lighting Plan Upload *

IMG_2232.jpeg, IMG_2231.jpeg, IMG_2230.jpeg, IMG_2229.jpeg,
FullSizeRender.jpeg

86) MSDS Sheets *

147lcdetpk.pdf, 357e2c25-a9b7-46b1-96a0-a2030f3151b7.pdf, 83550.pdf,
147lcsanipk_sds.pdf

87) Other Information *



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 8th day of June 2026 at 6:00 p.m. to hold a public hearing for consideration of a Conditional Use Permit for Sale of Alcohol by the Drink located at 132 W Center Street, Parcel ID #/OT 00065 for Danielle Parsell d/b/a Flowing Well Saloon.

The Conditional Use Permit Proposal is on file in the Community Development Office 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

CITY OF WHITEWATER PUMP
HOUSE
312 W WHITEWATER ST
WHITEWATER, WI 53190

CBP PROPERTIES LLC
417 N FREMONT ST
WHITEWATER, WI 53190

SHABANI INVESTMENTS L
11337 E COUNTY RD N
WHITEWATER, WI 53190

MARY KETTERHAGEN
KETTERHAGEN TRUST
1631 PEARSON CT
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409 BUCKINGHAM BLVD
WHITEWATER, WI 53190

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2640 DEEP VALLEY CT
PROSPER, TX 75078

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WHITEWATER, WI 53190

STONEGATE MANAGEMENT LLC
S107 W30511 SANDY BEACH RD
MUKWONAGO, WI 53149

DIANE L TRAMPE
138 W CENTER ST
WHITEWATER, WI 53190

FIRE STATION 1 LLC
140 W CENTER ST
WHITEWATER, WI 53190

VAS 117 S SECOND LLC
S52W23080 HUNTERS HOLLOW
WAUKESHA, WI 53189

BOWERS HOUSE LLC
S107 W30511 SANDY BEACH RD
MUKWONAGO, WI 53149

LUIS ISLAS MARTIENZ
EVA ARANDA VILLEGAS
130 S ASH LN
WHITEWATER, WI 53190

MEXSAL LLC
565 S FRANKLIN ST
WHITEWATER, WI 53190

HBCK LLC
2924 CANDLEWOOD DR
JANESVILLE, WI 53546

DLK ENTERPRISES INC
PO BOX 239
WHITEWATER, WI 53190

LAKE COUNTRY PARTNERSHIP
LLC
S107 W30511 SANDY BEACH RD
MUKWONAGO, WI 53149

JLY 3 LLC
PO BOX 111
MAYVILLE, WI 53050

AT & T PROPERTY MANAGEMENT
ATTN: PAT HEATHER
918 N 26TH ST
MILWAUKEE, WI 53233

RODRIGUEZ PROPERTIES II LLC
N9707 N MCCORD RD
WHITEWATER, WI 53190

MARIETTA RENTALS LLC
123 W CENTER ST
WHITEWATER, WI 53190

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

WHITEWATER POST OFFICE
213 W CENTER ST
WHITEWATER, WI 53190

CC PROPERTY DEVELOPMENT
LLC
111 W WHITEWATER ST
WHITEWATER, WI 53190

TAIL SPIN LLC
22218 W 7 MILE RD
FRANKSVILLE, WI 53126

141 W MAIN STREET BUILDING
LLC
C/O BARBARA KRAMER
4906 LEE BLVD
SHADY SIDE, MD 20746
AUREL BEZAT
DANIELA BEZAT
751 CAMBRIDGE DR
JANESVILLE, WI 53548

BULLDOG INVESTMENTS LLC
109 S FIRST ST
WHITEWATER, WI 53190

HANTROPP PROPERTIES LLC
GREGORY CONDOS
158 W WHITEWATER ST
WHITEWATER, WI 53190

VAS 135 W CENTER LLC
S52W23080 HUNTERS HOLLOW
WAUKESHA, WI 53189

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

ASSOCIATED BANK CORPORATION REAL
ESTATE
%ASSOCIATED BANK MS8227
433 MAIN ST
GREEN BAY WI 54301

BUEHLER LAW OFFICE LLC
266 LAKEVIEW DR
WHITEWATER, WI 53190

COMMUNITY DEVELOPMENT
AUTHORITY OF CITY OF
WHITEWATER
312 W WHITEWATER ST
WHITEWATER, WI 53190

STATE OF WISCONSIN DEPT
TRANSPORTATION
PO BOX 7921
MADISON, WI 53707

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

KD WILCOX INVESTMENTS LLC
PO BOX 440
WHITEWATER, WI 53190

GKC RENTALS-WHITEWATER LLC
W7723 HACKETT RD
WHITEWATER, WI 53190

STEVE O'S LLC
156 W WHITEWATER ST
WHITEWATER, WI 53190

MIQIS LLC
11337 E COUNTY RD N
WHITEWATER, WI 53190

XURI PROPERTIES LLC
S95 W34735 JERICHO DR
EAGLE, WI 53119

COMMERICAL BANK
70 NORTH MAIN ST
FORT ATKINSON, WI 53538

ROBERT ARDELT TRUST
835 WALWORTH AVE
WHITEWATER, WI 53190

JVULTAGGIO LLC
W2862 STATE RD 59
WHITEWATER, WI 53190

LORI HILL
ROMIE JOHNSON
W4787 YANDRY RD
WHITEWATER, WI 53190

ARACELI PARTIDA
371 W ANN ST
WHITEWATER, WI 53190

ANTONIO ARANDA
PO BOX 293
WHITEWATER, WI 53190

WILLIAM LEE REIBER
202 W NORTH ST
WHITEWATER, WI 53190

Item 3.

MEMORANDUM

To: City of Whitewater Plan and Architectural Review Commission

From: Allison Schwark, Zoning Administrator

Date: June 8, 2026

Re: Conditional Use Permit Request and Site Plan Review

Summary of Request	
Requested Approvals:	Conditional Use Permit and Site Plan
Location:	Greenway CT (/A524900001 /A524900002 /A524900003,/A524900004)
Current Land Use:	Contractor Shops
Proposed Land Use:	Contractor Shops
Current Zoning:	Technology Park
Proposed Zoning:	N/A
Future Land Use, Comprehensive Plan:	Technology Park

Staff Review

The applicant is requesting a Site Plan Review and Conditional Use Permit for the expansion of existing contractor shops on the property located on Greenway Ct. Two buildings currently exist on this property for similar use. This property (A524900001/A524900002 /A524900003,/A524900004) is zoned TP- Technology Park. The applicants previously requested a CSM to divide each shop for individual sale, approved in July 2025, and a previous Conditional Use Permit for construction of existing contractor buildings on this property was approved in February of 2025.

Per Section 19.38.040 this type of use within the technology park shall require conditional use approval.

Per Section 19.38.070 the proposed use meets all setback and yard requirements.

Per Section 19.38.110 there are several design standards within the technology park that should be met or considered:

1. Building placement. The position of buildings and parking on all lots shall be in general accordance with Exhibit A (Whitewater University Technology Park, Lot Standards & Conceptual Site Configurations), except where an alternative arrangement will be more in keeping with the limitations and opportunities of the lot, with pre-existing development on adjacent lots, with the actual lot configurations that may be created or adjusted over time, or with any combination. ***The proposed development meets this requirement.***

2. Building Design and Materials. All buildings shall be sited, designed, and constructed in such manner as to provide an aesthetically pleasing development, emphasizing building styles, designs, and materials that are modern or contemporary in nature; that reinforce a technology park theme, and that promote sustainability, energy efficiency, and environmental responsibility. Buildings shall be designed for compatibility with adjoining structures within the district, especially as it relates to rooflines and building materials. Permitted materials shall include masonry, concrete, stone, exterior insulation and finishing system (EIFS), dry-vit, glass, and decorative architectural grade metal as a design detail, except where other quality materials are also allowed during plan review. No building shall be designed with long, uninterrupted, horizontal blank walls facing any public right-of-way or public park. The primary entrance of the building shall face or be visible from the public right-of-way that provides principal access to the lot. ***The proposed development shows buildings all being constructed with commercial grade metal siding. The proposed development does not meet the building design criteria, as the buildings are being constructed with horizontal blank walls facing two right-of ways. However, leniency was granted to allow this style of building during the first phase of construction.***

3. Accessory Buildings. Accessory buildings and ancillary structures such as fences, walls, and dumpster enclosures shall be designed to be architecturally compatible with the principal building on the lot. ***Dumpster placement and necessary enclosures are located on the property.***

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

parking lot or access driveway. ***The proposed development meets this requirement. Gravel parking areas were granted during the last approval process in 2025***

5. Landscaping and Site Development. To provide a park-like setting, all lots shall be landscaped, including the provision of canopy-type shade trees. When adjacent, connected, or within thirty feet of an environmental corridor or environmental corridor buffer, all existing mature, healthy trees shall be retained and protected, where possible, during construction as per city of Whitewater forestry guidelines. All land areas not covered by buildings, structures, storage areas, parking lots, loading areas and driveways shall be landscaped and maintained. Landscaping shall mean decorative plazas, mounds, environmental preserves, enhancements of wetlands, stormwater features designed as landscape enhancements, features incorporated into the landscape for the purpose of improving sustainability of the site, pools or the planting of grass, shrubs, trees and other plant materials or other comparable surface cover. Use of bioswales, rain gardens, prairie plantings in lieu of lawn, and native planting solutions are encouraged. Decorative berms with organic shapes are encouraged, rather than more rigid, angular, or straight berm designs. Wherever possible, ponds, wetlands, and/or storm water detention and/or retention basins should be intentionally designed to provide an aesthetic element to the site. ***The proposed development does meet all landscaping requirements and has provided a landscape plan for the entire site with the 2025 submittal.***

PLANTING SCHEDULE

<u>TYPE</u>	<u>DESCRIPTION</u>	<u>PLANTING SIZE</u>	<u>MATURE SIZE</u>	<u>QUANTITY</u>
A	FREEMAN MAPLE	2" CAL	30' DIA	9
B	CHINKAPIN OAK	2" CAL	30' DIA	8
C	ARBOR VITAE 'PYRAMIDAL'	3-4'H	6' DIA	8
D	JUNIPER 'PFITZER'	18-24"H	4' DIA	12
E	TAXUS 'TAUNTONI'	18-24"H	4' DIA	12
F	DWARF SPIREA 'FROEBELLI'	15-18"H	3' DIA	12

6. Lighting. Exterior lighting shall be designed to provide uniform illumination with low glare. All exterior lights shall be full cut-off, dark-sky compliant fixtures. Parking lot and driveway fixtures shall not exceed thirty feet in height. Pedestrian pathway lights shall not exceed fifteen feet in height. LED or equivalent low-energy lighting is preferred on all external lighting fixtures. Electrical reflectors, spotlights, floodlights, and other sources of illumination may be used to illuminate buildings, landscaping, signs, and parking and loading areas on any site, but only if they are equipped with lenses or other devices which concentrate the illumination upon such buildings, landscaping, street graphics, and parking and loading areas. All lighting shall be directed away from residences and public rights-of-way and other public lands. All lighting shall be in compliance with Section 19.57.150. ***The proposed development meets this requirement, however it should be noted that pole fixtures shall not exceed the 30 foot height requirement.***

Currently, the site plan shows there will be pole fixtures in the parking lot areas, but the height is not specified.

7. Storage Areas. All storage, except for licensed motor vehicles in operable condition, shall be within completely enclosed buildings or effectively screened from adjoining properties and public rights-of-way by an opaque screening wall or fence with such wall or fence not less than six feet nor more than eight feet in height, and no materials stored shall exceed the height of such screening wall or fence. All outside storage areas shall be located to the rear of buildings and shall be limited to not more than five percent of the total lot area. Landscaping shall be required on the outside of the opaque screen wall or fence. No chain link or barbed wire fence shall be allowed. Fences are not permitted between the public street and the front building façade. On corner lots, fences are not permitted between the public street and any building façade. ***Currently the proposed development is not requesting any outdoor storage areas. All storage areas should be in compliance with this requirement.***

8. Signs. All signs shall meet applicable standards in Chapter 19.54, and the specific requirements set forth for the M-1 district in the table contained in Section 19.54.052.

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

The proposed development has not yet submitted any plans for signage, however all signage shall meet these requirements.

9. Prohibited Site Uses. No use shall be so conducted as to cause the harmful discharge of any waste materials into or upon the ground, into or within any sanitary or storm sewer system, into or within any water system or water, or into the atmosphere. All uses shall be conducted in such a manner so as to preclude any nuisance, hazard, or commonly recognized offensive conditions or characteristics, including creation or emission of dust, gas, smoke, noise, fumes, odors, vibrations, particulate matter, chemical compounds, electrical disturbance, humidity, heat, cold, glare, or night illumination. To reduce external noise associated with businesses within the Technology Park, a maximum external decibel reading of sixty-five db at the property line must be maintained. ***The proposed development shall always meet the above criteria.***

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

- a. Off-street parking and off-street loading;
- b. Drive-up service windows for banks and other financial institutions.

The proposed development meets this requirement.

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

12. Loading Areas. Loading areas and docks shall be secondary elements of any principal building, focused in locations and provided with screening in a manner that minimizes their visibility from public rights-of-way and adjoining properties. Loading areas and docks shall not be permitted in the street yard or along any façade facing a public street area, except that loading docks located at least one hundred fifty feet from the street right-of-way may be permitted and where such loading docks are extensively screened from the public right-of-way. All loading areas and docks shall be screened from view from any public right-of-way through the use of landscaping, berms and walls, or methods otherwise approved under plan review. ***The proposed development does not include any loading areas or docks.***

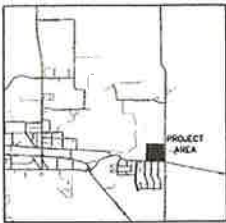
13. Mechanical Equipment. Mechanical equipment mounted on the roof shall be screened and/or positioned in a method that is architecturally compatible with the building and set back, providing screening from public view. All ground-mounted equipment shall be screened from public areas. ***The proposed development shall always meet the above criteria.***

Planner's Recommendations

- 1) Staff recommend that Plan Commission **APPROVE** the Conditional Use Permit and Site Plan for additional contractor storage shops for the parcel located on Greenway Court, with the following conditions:
 - a. All lighting shall comply with the City of Whitewater Ordinances.
 - b. All signage on site shall be approved by the zoning department, and a separate application will be required.
 - c. All zoning and building permits for construction be properly obtained.
 - d. All storage, except for licensed motor vehicles in operable condition, shall be within completely enclosed buildings or effectively screened from adjoining properties and public rights-of-way by an opaque screening wall or fence with such wall or fence not less than six feet nor more than eight feet in height, and no materials stored shall exceed the height of such screening wall or fence. All outside storage areas shall be located to the rear of buildings and shall be limited to not more than five percent of the total lot area. Landscaping shall be required on the outside of the opaque screen wall or fence. No chain link or barbed wire fence shall be allowed. Fences are not permitted between the public street and the front building façade. On corner lots, fences are not permitted between the public street and any building façade.

- e. No use shall be so conducted as to cause the harmful discharge of any waste materials into or upon the ground, into or within any sanitary or storm sewer system, into or within any water system or water, or into the atmosphere. All uses shall be conducted in such a manner so as to preclude any nuisance, hazard, or commonly recognized offensive conditions or characteristics, including creation or emission of dust, gas, smoke, noise, fumes, odors, vibrations, particulate matter, chemical compounds, electrical disturbance, humidity, heat, cold, glare, or night illumination. To reduce external noise associated with businesses within the Technology Park, a maximum external decibel reading of sixty-five db at the property line must be maintained.
- f. Parking of trucks as an accessory use, when used in the operation of a permitted business, shall be limited to vehicles of not over one and one-half tons of capacity when located within one hundred fifty feet of a residential district boundary line.
- g. Mechanical Equipment. Mechanical equipment mounted on the roof shall be screened and/or positioned in a method that is architecturally compatible with the building and set back, providing screening from public view. All ground-mounted equipment shall be screened from public areas.
- h. Landscaping shall be completed to the specifications of the site plan within 30 days after the completion of construction. Any deviation from the site plan shall require additional PARC approval.
- i. Knox box shall be installed on site for each building, and owner and occupants shall work with City of Whitewater Fire Department to ensure compliance with fire code.
- j. Any other stipulations as indicated by the PARC.

VICINITY MAP
NOT TO SCALE



CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF LOT 3 CERTIFIED SURVEY MAP 4442
LOCATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 3, TOWNSHIP 4 NORTH,
RANGE 15 EAST, IN THE CITY OF WHITEWATER, WALWORTH COUNTY, WISCONSIN

PREPARED FOR
TANIS CONSTRUCTION
W7398 BLUFF ROAD
WHITEWATER, WI 53190

PREPARED BY
Brian E. Sandberg
KAPUR INC.
7711 N. Port Washington Rd.
Milwaukee, WI. 53217



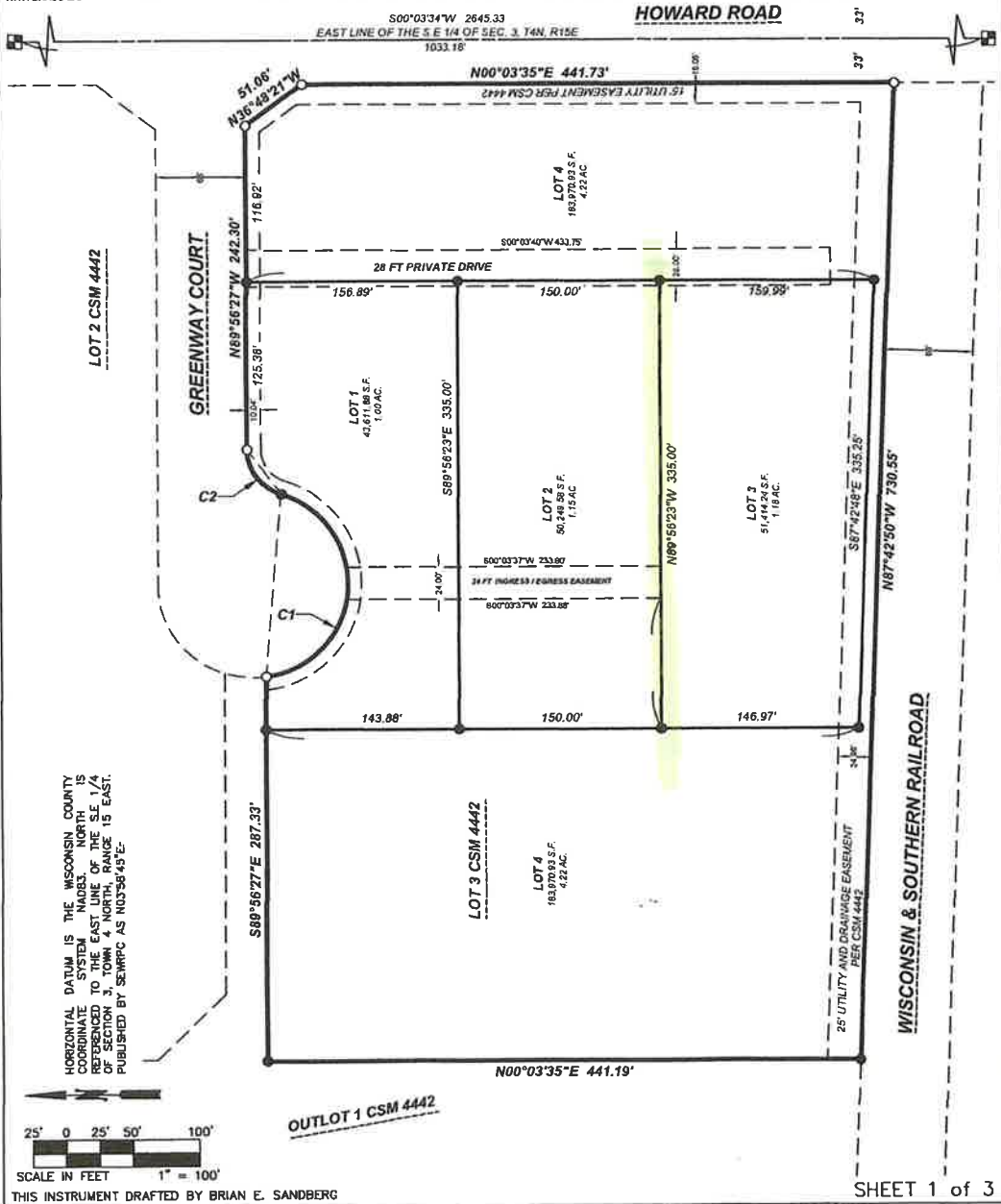
LEGEND:

- = SET 1" O.D. X 24" LONG IRON PIPE WEIGHING 1.68'LBS./FT.
- = FOUND 3/4" REBAR OR MONUMENT AS NOTED.
- = SECTION CORNER MON.

E 1/4 CORNER SEC. 3, T4N, R15E
1.5" SEWRPC CONC. MON.
WITH BRASS CAP

S00°03'29"W 2624.90'

S.E. CORNER SEC. 3, T4N, R15E
SEWRPC CONC. MON.
WITH BRASS CAP

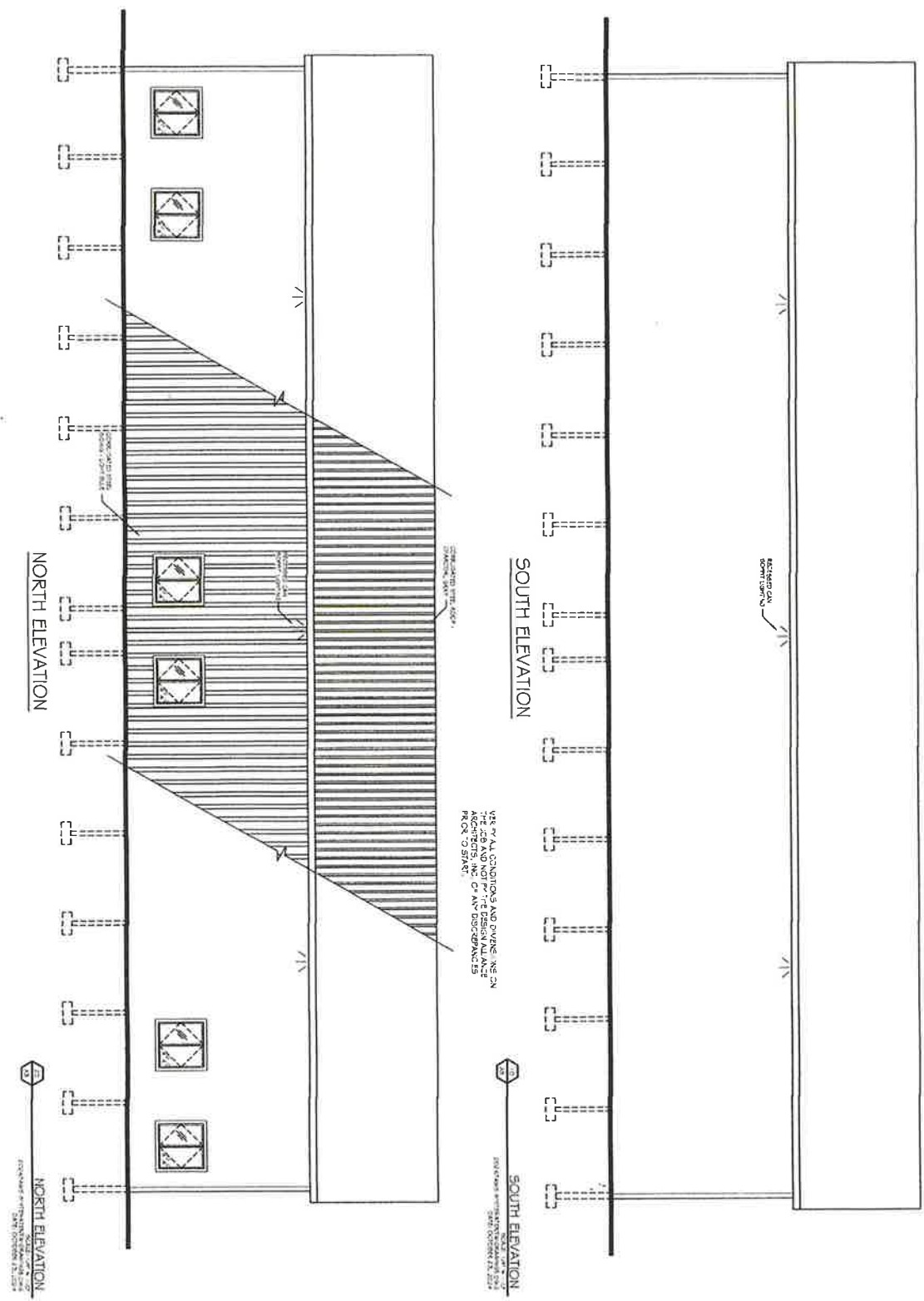


HORIZONTAL DATUM IS THE WISCONSIN COUNTY
EQUIDISTANT SYSTEM. MARKS NORTH IS
REFERENCED TO THE EAST LINE OF THE S.E. 1/4
OF SECTION 3, TOWN 4 NORTH, RANGE 15 EAST,
PUBLISHED BY SEWRPC AS N03°58'45"E.

SCALE IN FEET 1" = 100'

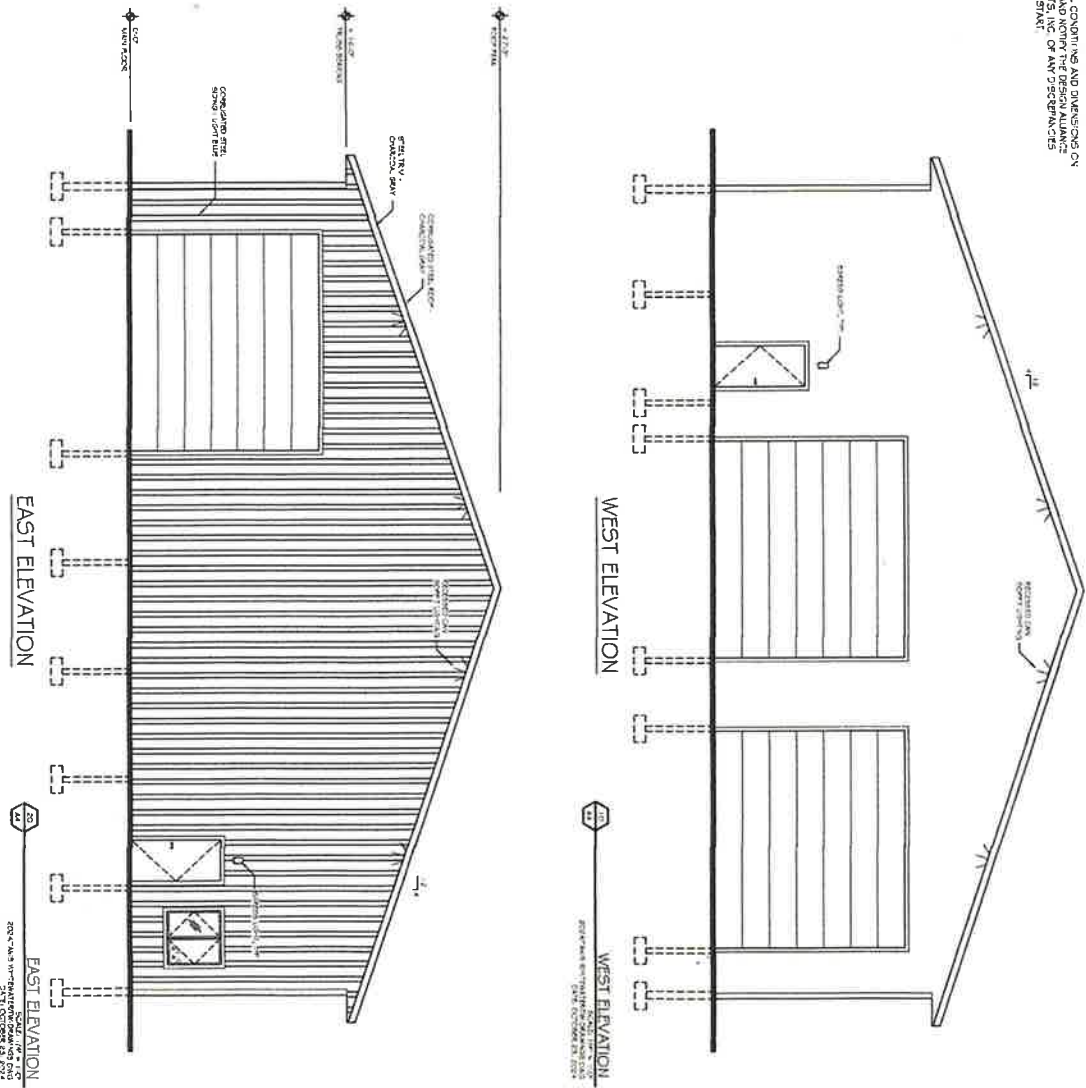
THIS INSTRUMENT DRAFTED BY BRIAN E. SANDBERG

SHEET 1 of 3



A-3	PROJECT DATA	DATE: 2/21/2023	<p style="font-size: small;">1003 Madison Avenue East Troy, WI (202) 243-3404</p>
	DRAWN BY: S	CHECKED BY: P.W.	
SHEET NO.	REVISIONS	DRAWING NAMES	
		EXPLANATIONS	
GREENWAY COURT CONTRACTOR SHOP BUILDINGS 2,3 & 4 Lot T3 Greenway Court Whitewater, WI 53190			

VENUE ALL CONSTRUCTION AND DIMENSIONS ON THIS DRAWING ARE TO FACE UNLESS OTHERWISE NOTED. THE JOB AND NOTIFY THE DESIGN ALLIANCE OF ANY DISCREPANCIES PRIOR TO START.

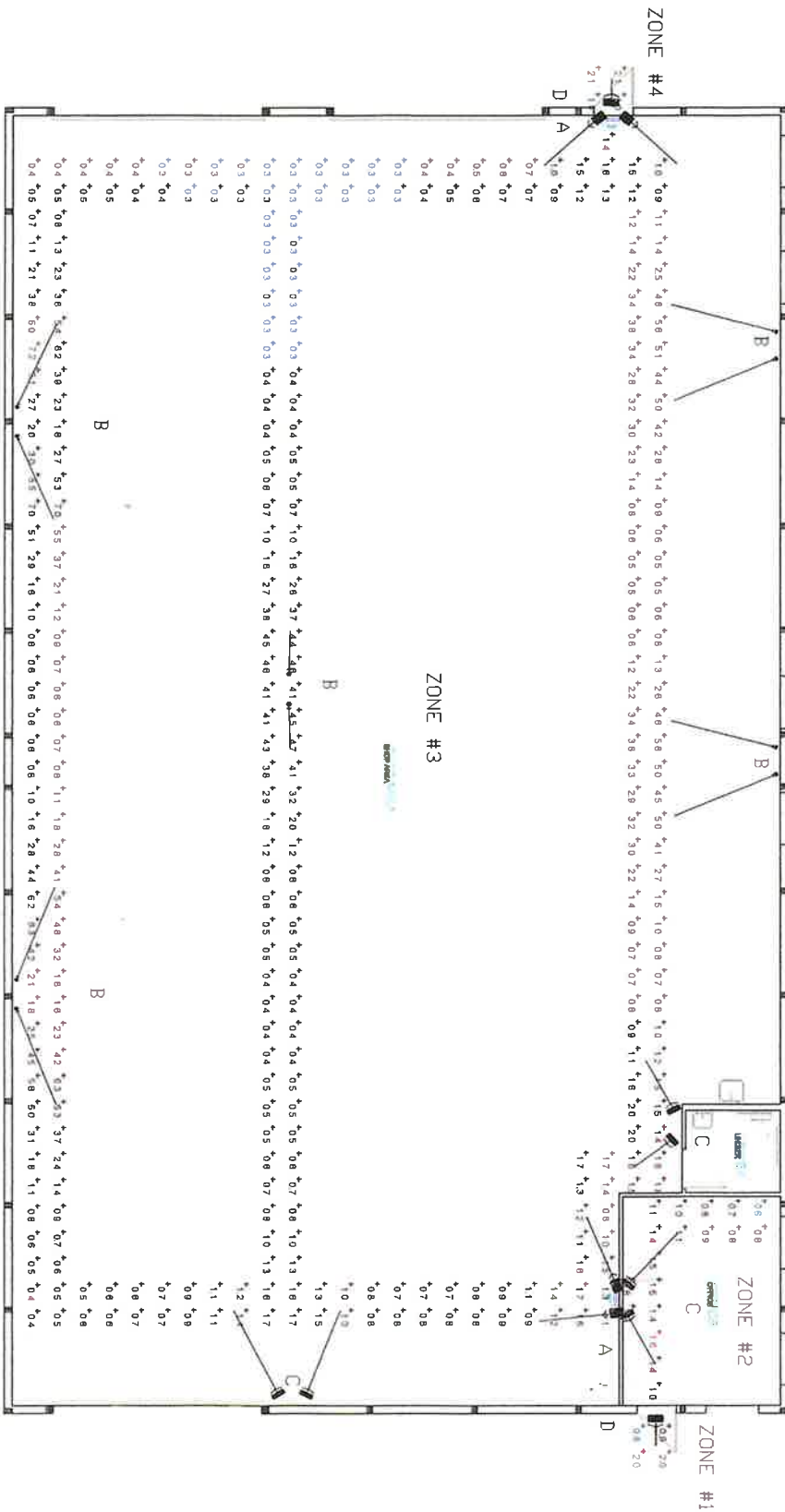


<p>PROJECT DATA</p> <p>DATE: 01/20/23 DRAWN BY: JAC CHECKED BY: JAC SHEET NO. A-4</p>	<p>DRAWING NAMES</p> <p>ELEVATIONS</p>	<p>GREENWAY COURT CONTRACTOR SHOP BUILDINGS 2,3 & 4 Lot T3 Greenway Court Whitewater, WI 53190</p>	<p>Design Alliance Architects, Inc.</p> <p>1003 Madison Avenue Fort Atkinson, WI (262) 663-3404</p>
		<p>REVISIONS</p>	

Schedule			
Symbol	Label	QTY	Catalog Number
⊙	A	2	ECRG SQ
⊙	B	5	ELM6L
⊙	C	3	ELM2LF
⊙	D	2	AFF WT

Symbol	Description	Lamp	Number Lamps per Lamp	LF	Wattage
⊙ A	ECRG SQ - Square Exit/Emergency Light Combo	1W LED per lamp head	1	113	0.97
⊙ B	ELM6L SFI100L	ONE 5.3-WATT LED	1	564	0.97
⊙ C	ELM2LF L9220L	ONE 1.2-WATT LED	1	263	0.97
⊙ D	AFF premium FCT (W/T Throw)	LED, Wide throw	1	568	0.87

Statistics					
Description	Symbol	Avg	Max	Min	Max/Min Avg/Min
Calc Zone #1	+	1.4 fc	2.0 fc	0.8 fc	2.5:1
Calc Zone #2	+	1.1 fc	1.6 fc	0.6 fc	2.7:1
Calc Zone #3	+	1.7 fc	2.3 fc	0.3 fc	24.0:1
Calc Zone #4	+	1.5 fc	2.1 fc	1.0 fc	2.1:1



Egress Lighting Plan
 Scale: N.T.S.
 Date: 2/21/2025

GERENWAY COURT CONTRACTOR SHOP BUILDING 2,3&4
 Lot T3 Greenway Court
 Whitewater, WI 53190



Designer: CL
 Date: 02/21/2025
 Scale: Not to Scale
 Revision No. Summary

EM-1



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) *

Greenway Court Project

Applicant, Agent & Property Owner Information

2) Applicant's First Name *

Jonathan Tanis

3) Address *

██████████

4) City *

██████████

5) State *

█

6) Zip Code *

██████

7) Phone Number *

██████████

8) Email Address *

████████████████████

9) Agent Name *

10) Agent Company *

████

11) Address *

██████████

12) City *

██████████

13) State *

██

14) Zip Code *

██████

15) Phone Number *

██████████

16) Email Address *

████████████████████

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

Jonathan Tanis

18) Address *

██████████

19) City *

██████████

20) State *

█

21) Zip Code *

██████

22) Phone Number *

██████████

23) Email Address *

████████████████████

24) Planning Request (check all that apply) *

Site Plan and Architectural Review \$150.00 plus \$0.05 per sq. ft (Floor Area)

Conditional Use Permit \$275.00

Rezone/Land Use Amendment \$400.00

Planned Unit 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 Appeals/Adjustment \$300.00

Translation Services

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

Yes

No

Item 4.

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

N/A

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 *

N/A

28) Hours of Operations (Weekends) *

N/A

29) Description of Business use or Operations *

N/A

New Business Use/Operation Information

30) Hours of Operations (Weekdays) *

6:00 am - 6:00 pm

31) Total Area Space in Square Feet *

32) # Full Time Employees *

2-20

33) # Toilet Fixtures *

1

34) # of Part Time Employees *

N/A

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

N/A

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 *

Contractor Storage (Building 5)

41) Building B

Contractor Storage (Building 6)

42) Building C

Contractor Storage (Building 7)

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

Odors

Smoke

Noise Light Vibrations Note

Parking

44) Dimension of parking lot *

100×400

45) Number of Spaces Available *

16

46) Parking Lot Construction *

 Asphalt Concrete

47) Type of Screening *

 Fencing Plantings

48) Is employee parking included in "number of spaces available"? * 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 None Other

50) If other, what type *

on the building

51) Location of Signs *

on the 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

None

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

N/A

Outdoor Lighting

56) Type *

Light Poles

57) Location *

Parking Lot

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 *

N/A

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

Licenses/Permits

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

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

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

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

No

Item 4.

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

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

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 *

Jonathan Tanis

71) Date *

27/04/2026 05:26:00 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 *

Greenway Court

73) Project Location *

Lot T3 Greenway Court

Applicant Information

74) Name *

Jonathan Tanis

75) Mailing (Billing) Address *

[REDACTED]

76) Phone *

[REDACTED]

77) Email Address *

[REDACTED]

Attorney Information

78) Name *

N/A

79) Phone *

000-000-0000

80) Email Address ***81) Signature of Applicant ***

Jonathan Tanis

82) Date *

27/04/2026 04:44:00 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 Blich \$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 *

006.jpg

84) Landscaping Plan Upload *

006.jpg

85) Lighting Plan Upload *

010.jpg

86) MSDS Sheets *

006.jpg

87) Other Information *

007.jpg, 009.jpg, 008.jpg, 010.jpg

NOTICE OF PUBLIC HEARING

TO ALL INTERESTED PARTIES:

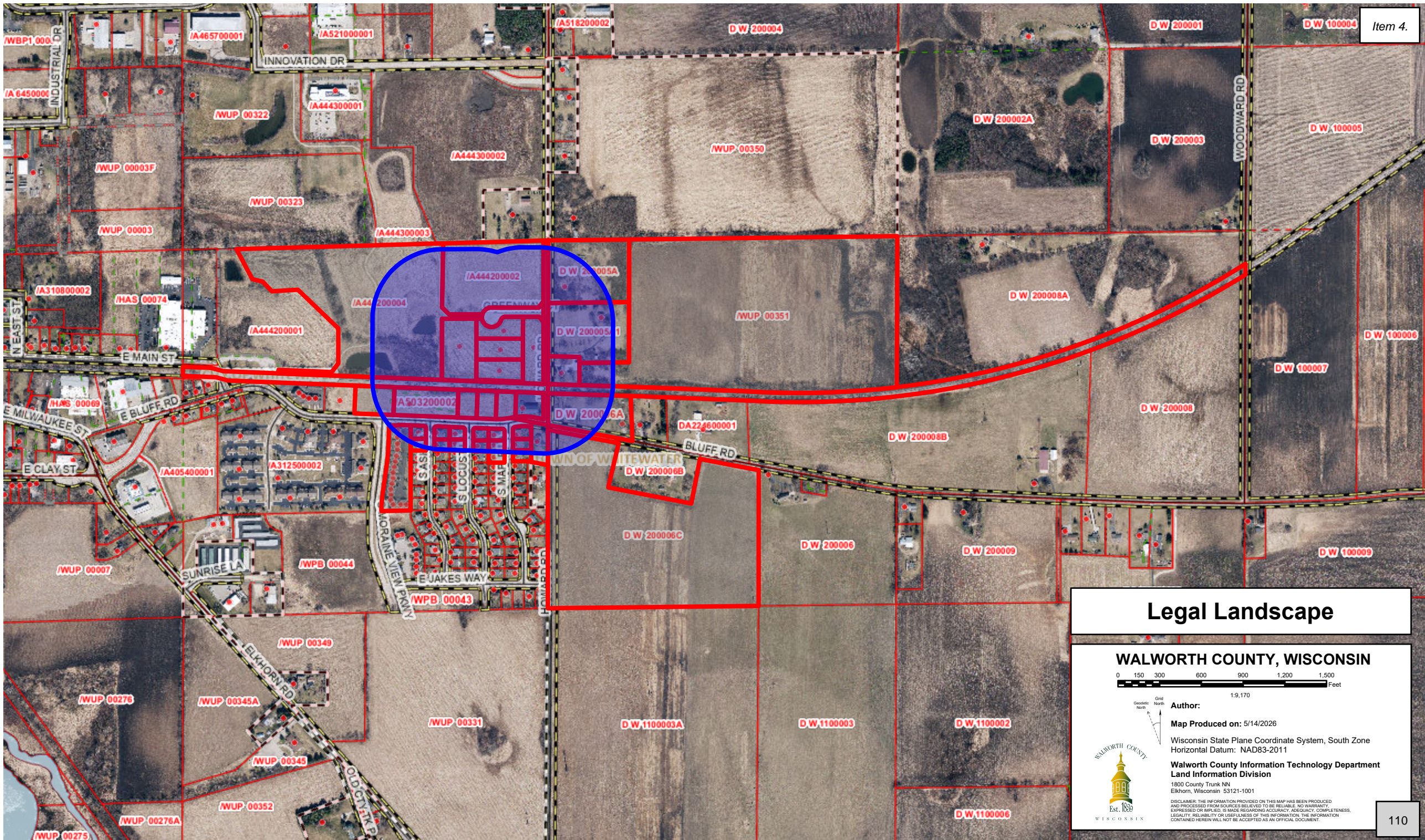
A meeting of the PLAN AND ARCHITECTURAL REVIEW COMMISSION of the City of Whitewater will be held at the Municipal Building, Community Room, located at 312 W. Whitewater Street on the 8th day of June 2026 at 6:00 p.m. to hold a public hearing for consideration of a Conditional Use Permit for Contractor Shops to located at 1345 and 1277 Greenway Ct, Parcel ID #/A/524900004 for Jonathan Tanis.

The Conditional Use Permit Proposal is on file in the Community Development Office 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.

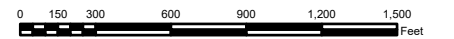
For information, call (262) 473-0540

Llana Dostie, Zoning Specialist



Legal Landscape

WALWORTH COUNTY, WISCONSIN



1:9,170

Grid North
Geoid North

Author:
Map Produced on: 5/14/2026

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.

STONEHAVEN DEVELOPMENT
LLC
797 MEADOWGATE DR
WATERFORD, WI 53185

JESUS BARAJAS
TERESA GOMEZ BARAJAS
127 S MAPLE LN
WHITEWATER, WI 53190

DIANE Y CORTEZ
144 S MAPLE LN
WHITEWATER, WI 53190

BRENDA K VOLK
1277 E BLUFF RD UT 1
WHITEWATER, WI 53190

SAM STRITZEL
1277 E BLUFF RD UT 4
WHITEWATER, WI 53190

KATHLEEN F DITTNER
1277 E BLUFF RD UT 7
WHITEWATER, WI 53190

ANGEL VALDEZ
MARIA G VALDEZ
2218 W LYNDAL ST
CHICAGO, IL 60647

LISA E SCHAAL
1277 E BLUFF RD UT 13
WHITEWATER, WI 53190

TAMMY J NEUMEISTER
129 S LOCUST LN
WHITEWATER, WI 53190

APOLINAR ARANDA
GUADALUPE ARANDA
130 S LOCUST LN
WHITEWATER, WI 53190

ECC RENTALS LLC
PO BOX 660
WHITEWATER, WI 53190

LEE J CUSHMAN
SHANNON L CUSHMAN
137 S MAPLE LN
WHITEWATER, WI 53190

LAN YING HU
SHI ZHEN ZHENG
136 S MAPLE LN
WHITEWATER, WI 53190

ERIKA MARTIN
1277 E BLUFF RD UT 2
WHITEWATER, WI 53190

DAVID W JONES
REBECCA L JONES
1277 E BLUFF RD UT 5
WHITEWATER, WI 53190

ANNETTE C POSH
1277 E BLUFF RD UT 8
WHITEWATER, WI 53190

DONALD J QUASS
GAYLE M QUASS
1277 E BLUFF RD UT 11

ELIZABETH M BONUSO
1277 E BLUFF RD UT 15
WHITEWATER, WI 53190

SHA YANG
YOUA YANG
135 S LOCUST LN
WHITEWATER, WI 53190

TIMOTHY J MILEWSKI
129 ASH LN
WHITEWATER, WI 53190

CITY OF WHITEWATER P
HOUSE
312 W WHITEWATER ST
WHITEWATER, WI 53190

SCOTT KOESTER
DENISE KOESTER
143 S MAPLE LN
WHITEWATER, WI

TERESE M SMITH
128 S MAPLE LN
WHITEWATER, WI 53190

KARIN A FERRELL
1277 E BLUFF RD UT 3
WHITEWATER, WI 53190

JEFFERY M SORENSEN
1277 E BLUFF RD UT 6
WHITEWATER, WI 53190

J JESUS CERNA-SANCHEZ
MARIA SANTOS-SERNA
1277 E BLUFF RD UT 9
WHITEATER, WI 53190

SHARON E RUCK
1277 E BLUFF RD UT 12
WHITEWATER WI 53190

MICHALE B KRAHN
1277 E BLUFF RD UT 16
WHITEWATER, WI 53190

TRAVIS MICHAEL POWELL-WOLF
JENNA DANIELLE POWELL-WOLF
134 S LOCUST LN
WHITEWATER, WI 53190

EDGAR VALDEZ
ALMA VALDEZ
137 S ASH LN
WHITEWATER, WI 53190

LYNN M MILLARD
136 S ASH LN
WHITEWATER, WI 53190

JC-KOW FARMS LLC
W7522 BLUFF RD
WHITEWATER, WI 53190

JTM RENTALS LLC
214 S WOODLAND DR
WHITEWATER, WI 53190

RICHARD A SPAETH
JANE M SPAETH
N9391 HOWARD RD
WHITEWATER, WI 53190

LUIS ISLAS MARTINEZ
EVA ARANDA VILLEGAS
130 S ASH LN
WHITEWATER, WI 53190

DALE PINZINO
MELISSA NELSON
N9488 HOWARD RD
WHITEWATER, WI 53190

ANDREW HUMMEL
STACEY HUMMEL
W8060 BLUFF RD
WHITEWATER, WI 53190

FAITH TANIS PROPERTIES, LLC
W73998 BLUFF RD
WHITEWATER, WI 53190

STATE OF WISCONSIN DE
TRANSPORTATION
PO BOX 7921
MADISON, WI 53190

Item 4.

JOHN M HANEKAMP TRUST
SUSAN K HANEKAMP TRUST
N9440 HOWARD RD
WHITEWATER, WI 53190

JERRY KOLLWELTER TRUST
DONNA KOLLWELTER TRUST
W7977 BLUFF RD
WHITEWATER, WI 53190



PARC Agenda Item

Meeting Date:	June 8, 2026
Agenda Item:	Family Child Care Center Code Updates
Staff Contact (name, email, phone):	Llana Dostie, Zoning Specialist

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

The City of Whitewater seeks to amend multiple sections of their zoning ordinances pertaining to the specific use of Family Child Care Centers within the City of Whitewater. Currently Family Child Care Centers are not allowed within any of our residential zoning districts. The City would like to allow for more flexibility in the allowance for Family Child Care Centers. The zoning change would allow daycare facilities incorporating limits from State Code in residential zoning districts: R-1, R-2, R1S as a Conditional Use.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS
(Dates, committees, action taken)

This matter was previously reviewed at the April 14, 2025 meeting.
 The matter was previously reviewed at the January 12, 2026 meeting.
 The matter was previously reviewed at the April 13, 2026 meeting.

FINANCIAL IMPACT
(If none, state N/A)

N/A

STAFF RECOMMENDATION

Staff recommend that the City of Whitewater PARC:

1. Recommend approval of all ordinance sections to the Whitewater Common Council.

ATTACHMENT(S) INCLUDED
(If none, state N/A)

Draft Ordinance

AN ORDINANCE CREATING SECTION 19.09.291, AND SUBSECTIONS 19.19.30(G), 19.33.30 (T), AMENDING SUBSECTIONS 19.15.30 (G), 19.18.30 (H) CREATING 19.19.030 (H) TO DEFINE FAMILY CHILD CARE CENTERS AND DEFINE CONDITIONAL USES FOR FAMILY CHILD CARE CENTERS

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

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

SECTION 1: Whitewater Municipal Code 19.09.291 is hereby created to read as follows:

§19.09.291 Family Child Care Centers

1. As defined in Wis Admin Code DCF §250.03(9), inclusive

SECTION 2: Whitewater Municipal Code Subsection 19.15.030(G) is hereby amended to read as follows:

§19.15.030(G) ~~Reserved-Family Child Care Centers~~

SECTION 3: Whitewater Municipal Code Subsection 19.18.030(H) is hereby amended to read as follows:

§19.18.030(H) ~~Reserved-Family Child Care Centers~~

SECTION 4: Whitewater Municipal Code Subsection 19.19.03(H) is hereby created to read as follows:

§ 19.19.030(H) Family Child Care Centers

SECTION 5: All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 6: 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	First Meeting Date	Second Meeting Date
------	--------------------	---------------------

READING	FIRST				SECOND			
	YES	NO	PASS	ABSENT	YES	NO	PASS	ABSENT
Michael Smith								
Orin Smith								
Steven Sahyun								
Brian Schanen								
Neil Hicks								
Gavin Kelleher								
Patrick Singer								
Total:								

ADOPTED: _____

 John Weidl, City Manager

ATTEST:

 Heather Boehm, City Clerk

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 8th day of June, 2026 at 6:00 p.m. to hold a public hearing for discussion and recommendations to Common Council to change or add the following Zoning Ordinances:

1. Creating § 19.09.291 Family Child Care Centers. As defined in Wis Admin Code DCF §250.03(9), inclusive
2. Amend § 19.15.030(G) Family Child Care Centers
3. Amend § 19.18.030(H) Family Child Care Centers
4. Amend § 19.19.030(H) Family Child Care Centers

The Proposal is on file in the Neighborhoods Services Office 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



PARC Agenda Item

Meeting Date:	June 8, 2026
Agenda Item:	Group Childcare Center and Adult Daycare Center Code Updates
Staff Contact (name, email, phone):	Llana Dostie, Zoning Specialist

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

The City of Whitewater seeks to amend multiple sections of their zoning ordinances pertaining to the specific use of Group Child Care Centers and Adult Day Care Centers within the City of Whitewater. Currently daycare facilities are very limited, only allowed by Conditional Use Permit in the B-1, M-1, and Technology Park zoning districts. The City would like to allow for more flexibility in the allowance for Group Child Care Centers and Adult Day Care Facilities. The zoning change would allow Group Child Care Centers and Adult Day Care Centers incorporating limits from State Code as Conditional Use in residential zoning district: R-3 First Floor only (to allow for intergenerational care centers), B-1, B-3, M-1 and Technology Park. And as a Permitted use in Institutional

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS
(Dates, committees, action taken)

This matter was previously reviewed at the April 14, 2025 meeting.
 The matter was previously reviewed at the January 12, 2026 meeting.
 The matter was previously reviewed at the April 13, 2026 meeting.

FINANCIAL IMPACT
(If none, state N/A)

N/A

STAFF RECOMMENDATION

Staff recommend that the City of Whitewater PARC:

1. Recommend approval of all ordinance sections to the Whitewater Common Council.

ATTACHMENT(S) INCLUDED
(If none, state N/A)

Draft Ordinances



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 8th day of June, 2026 at 6:00 p.m. to hold a public hearing for discussion and recommendations to Common Council to change or add the following Zoning Ordinances:

1. Repealing §19.09.173 and §19.09.177
2. Creating §19.09.022 Adult Day Care Centers as defined in DHS §105.14(1)(b)(5)
3. Creating 19.09.355 Group Child Care Centers as defined in DCF §251.03(13)
4. Creating §19.33.030(T) Group Child Care Centers and/or Adult Day Care Centers
5. Creating §19.48.020(E) Group Child Care Centers and/or Adult Day Care Centers
6. Creating §19.21.030(P) Group Child Care Centers and/or Adult Day Care Centers First Floor only.
7. Amend § 19.27.030(K) Group Child Care Centers and/or Adult Day Care Centers
8. Amend § 19.36.030(C) Group Child Care Centers and/or Adult Day Care Centers
9. Amend § 19.38.040(5) Group Child Care Centers and/or Adult Day Care Centers

The Proposal is on file in the Neighborhoods Services Office 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

AN ORDINANCE REPEALING SUBSECTIONS 19.09.173 AND 19.09.177 OF THE DEFINITIONS SECTION, CREATING SUBSECTION 19.09.022, AND 19.09.355 OF THE DEFINITIONS SECTION, CREATING 19.21.030(P) TO DEFINE CONDITIONAL USE AND AMENDING SUBSECTION 19.27.030(K), 19.33.030(T) 19.36.030(C), 19.38.030 (6B), AND 19.48.20(E) TO DEFINE PERMITTED AND CONDITIONAL USES

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

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

SECTION 1: Whitewater Municipal Codes § 19.09.173 and § 19.09.177 are hereby repealed.

SECTION 2: Whitewater Municipal Code Section 19.09.022 is hereby created to read as follows:

§ 19.09.022 Adult Day Care Centers

1. as defined in Wis Admin Code DHS § 105.14(1)(b)(5).

SECTION 3: Whitewater Municipal Code Section 19.09.355 is hereby created to read as follows:

§ 19.09.355 Group Child Care Centers

1. as defined in Wis Admin Code DCF §251.03(13).

SECTION 4: Whitewater Municipal Code Subsection 19.33.030(T) is hereby created to read as follows:

§ 19.33.030(T) Group Child Care Centers and/or Adult Day Care Centers

SECTION 5: Whitewater Municipal Code Subsection 19.48.020(E) is hereby created to read as follows:

§ 19.48.020(E) Group Child Care Centers and/or Adult Day Care Centers

SECTION 6: Whitewater Municipal Code Subsection 19.27.030 (K) is hereby created to read as follows:

§19.27.030(K) Group Child Care Centers and/or Adult Day Care Centers First floor only.

SECTION 7: Whitewater Municipal Code Subsection 19.36.030 (C) is hereby amended to read as follows:

§ 19.36.030(C) Group Child Care Centers and/or Adult Day Care Centers

SECTION 8: Whitewater Municipal Code Subsection 19.38.040(5) is hereby amended to read as follows:

§19.38.040(5) Group Child Care Centers and/or Adult Day Care Centers

SECTION 8: All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 9: 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	First Meeting Date				Second Meeting Date			
READING	FIRST				SECOND			
	YES	NO	PASS	ABSENT	YES	NO	PASS	ABSENT
Michael Smith								
Orin Smith								
Steven Sahyun								
Brian Schanen								
Neil Hicks								
Gavin Kelleher								
Patrick Singer								
Total:								

ADOPTED: _____

John Weidl, City Manager

ATTEST:

Heather Boehm, City Clerk



MEMORANDUM

To: Plan & Architectural Review Commission
From: Dan Boldt, GIS Analyst
Date: 06/08/2026
Subject: Review of City’s Primary Child Safety Zone Map

The Child Safety Zone map for the City of Whitewater has been updated and is being submitted for approval. This update ensures that the map accurately reflects the requirements of Whitewater Code of Ordinances § 1.33.010(h). This ordinance details residence restrictions for sex offenders and includes the creation of buffer zones around certain areas. These buffer zones are defined as Child safety zones; an area within seven hundred fifty feet of any private school, playground, designated park, or childcare center.

A review found that the previous version of the map was incomplete and had omitted several locations that meet the ordinance’s definition of a child safety zone. To produce a fully updated and accurate map, the following sources were consulted to identify qualifying sites:

- Parks: <https://www.wwparks.org/parks>
- Schools: <https://apps6.dpi.wi.gov/SchDirPublic/home>
- Childcare Centers: <https://dcf.wisconsin.gov/cclicensing/lcc-directories>

Using these sources, a revised map was created by generating 750-foot buffer zones around the parcels occupied by these entities. The draft map was then reviewed by the City Attorney, Community Development, Parks & Recreation, and the Police Department. A complete list of parcel updates is provided below.

Removals: /HA 00001, /HI 00006, /HI 00005, /HI 00002, /HI 00001, /WUP 00290J, /WUP 00290J1, /A465700002, /A465700001, /WUP 00322 (Northeast Section Only), /A444300004, /A444300002, /A444300003, /WUP 00263

Additions: /WUP 00347, /WUP 00160D3, /MO 00053, /WP 00039, /EA 00001, /S 00008, /S 00018, /S 00017, /WUP 00036B, /WUP 00035, /WUP 00033, /WUP 00003F, /A392500001, /WUP 00318, /TR 00001, /WUP 00257B, /WUP 00257, /WUP 00256, /OT 00013, /OT 00037, /OT 00038, /WSS 00019, 292-0515-3334-001, 292-0515-3333-000, 292-0515-3331-001, 292-0515-3332-000,



City of
WHITewater
Information Technology

www.whitewater-wi.gov
Email: IT@whitewater-wi.gov

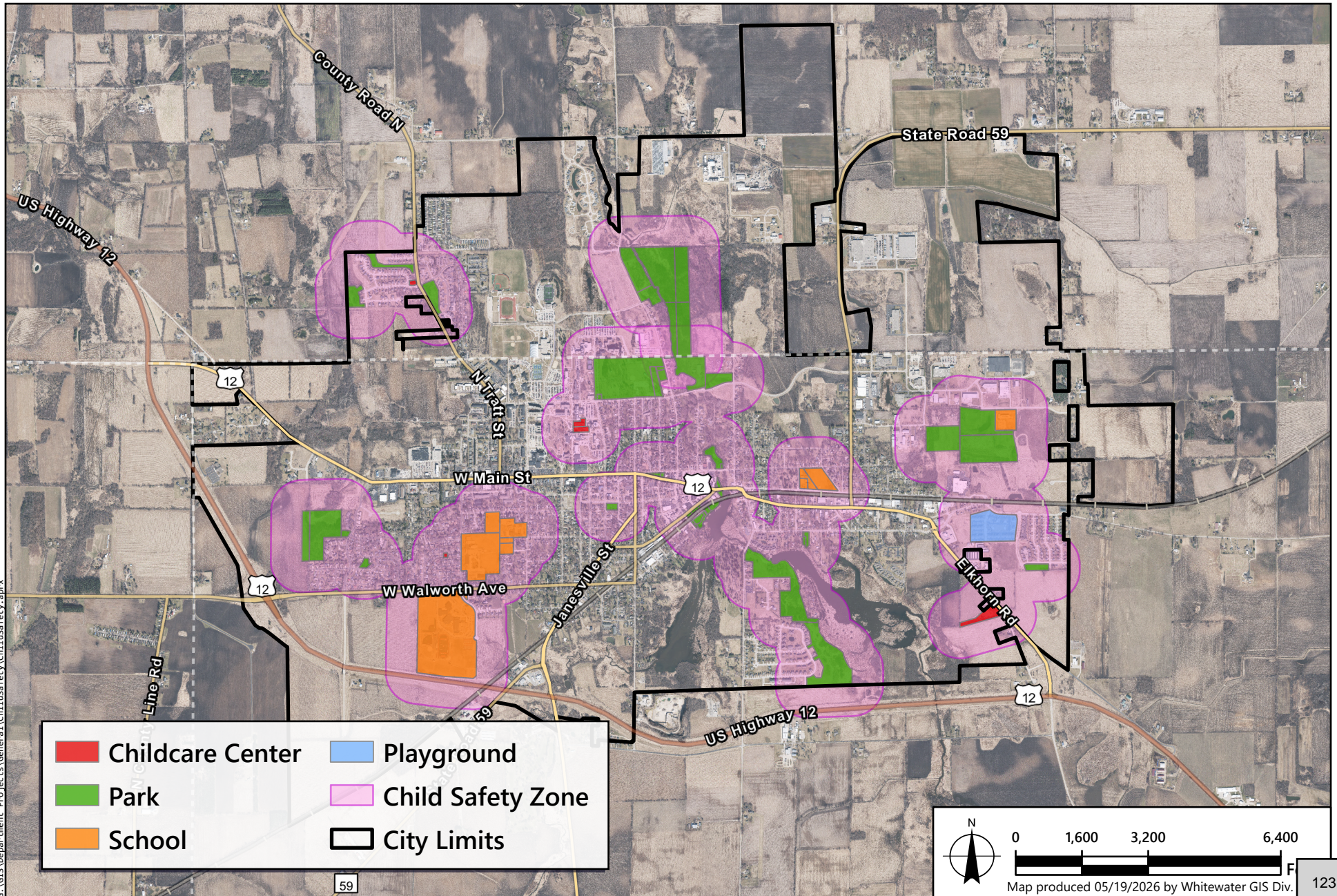
Office of Information Technology
312 W. Whitewater St.
Whitewater, WI 53190

292-0515-3332-002, 292-0515-3332-003, 292-0515-3232-043, 292-0515-3232-000,
292-0515-3141-102

The City remains committed to public safety and this map will continue to be reviewed and updated annually to ensure its accuracy.

CHILD SAFETY ZONES

CITY OF WHITEWATER



A RESOLUTION APPROVING THE NEW CHILD SAFETY ZONES MAP

WHEREAS, this resolution was reviewed by The Plan and Architectural Review Commission and is recommended for approval by said committee; and,

WHEREAS, the city’s “Child Safety Zones Map” has not been updated since 2021; and,

WHEREAS, Whitewater Code of Ordinances § 1.33.010(h) provides for the Child Safety Zones Map to be updated annually; and,

WHEREAS, the current map contains documented inaccuracies, including omission of multiple city parks and the classification of vacant parcels as safety zones;

NOW, THEREFORE BE IT RESOLVED by the **Common Council of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin**, that map of child safety zones attached hereto as Exhibit A is adopted by City of Whitewater.

Resolution was introduced by Council Member _____, who moved for its adoption.

Seconded by Council Member _____.

DATE	Meeting Date			
	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



PARC Agenda Item

Meeting Date:	June 8, 2028
Agenda Item:	Business Park CSM
Staff Contact (name, email, phone):	Llana Dostie, Zoning Specialist

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

The Certified Survey Map (CSM) for Jefferson Street is proposed to combine the three City-owned lots into a single parcel to facilitate future redevelopment of the site.

Completing the necessary lot combination through the CSM process will create clean and legally compliant lot configuration, establish accurate legal description, and ensure that property can be properly transferred at the time of sale. This process also helps prevent future access, ownership, and boundary concerns for both the City and prospective property owners.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS
(Dates, committees, action taken)

N/A

FINANCIAL IMPACT
(If none, state N/A)

N/A

STAFF RECOMMENDATION

Staff recommend that the City of Whitewater PARC:

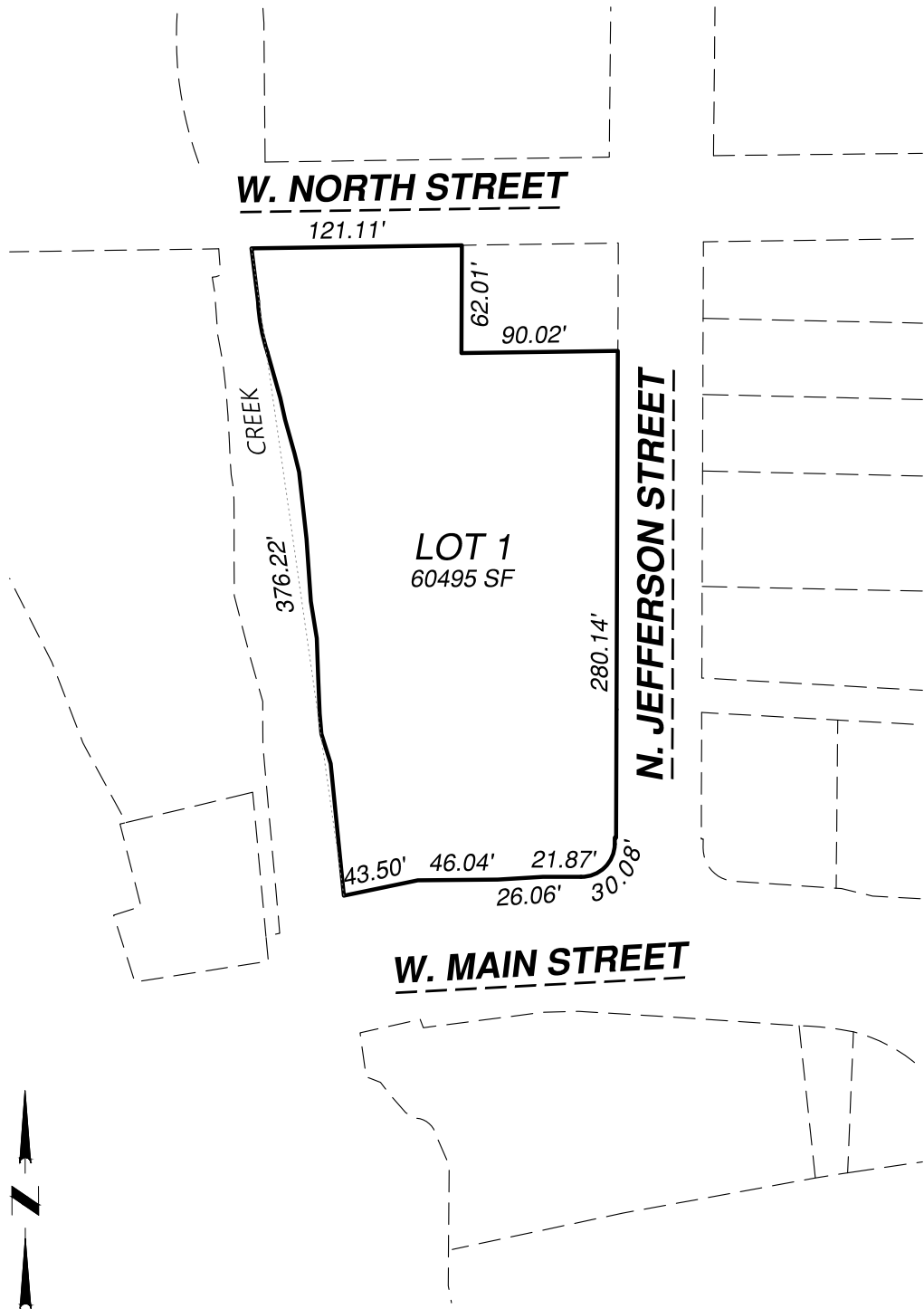
1. Recommend approval of the CSM’s to the Whitewater Common Council.

ATTACHMENT(S) INCLUDED
(If none, state N/A)

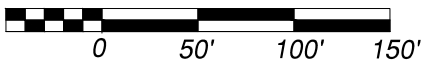
CSM Drafts

PRELIMINARY CERTIFIED SURVEY MAP

OF LOTS 1 THRU 10 OF WM. BIRGE'S ADDITION SITUATED IN THE
NORTHEAST QUARTER OF THE SOUTHEAST QUARTER SECTION 4, T.4N.,
R.15E., OF THE 4TH PM,
CITY OF WHITEWATER, WALWORTH COUNTY, WISCONSIN.



GRAPHIC SCALE: 1" = 100'



Project No. 126 - 137
For: CITY OF WHITEWATER



- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

109 W. MILWAUKEE ST
JANESVILLE, WI 53548
www.combsurvey.com

tel: 608-752-0000
fax: 608-752-0000



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

2026-05-04 Preliminary CSM 126-138 Whitewater.pdf

2) Preliminary Plat

3) Final Plat

4) Other Information

5) Project Tax Key # *

292-0515-3432-000

6) Project Address *

Enterprise Blvd and North Prospect

7) Project Title (if any)

Applicant, Agent & Property Owner Information

8) Applicant's Name *

City of Whitewater-Llana Dostie Zoning Specialist

9) Applicant's Company *

City of Whitewater

10) Address *

312 W Whitewater Street

11) City *

Whitewater

12) State *

WI

13) Zip Code *

14) Phone Number *

262-473-0144

15) Email Address *

ldostie@whitewater-wi.gov

16) Agent Name

Ryan Combs

17) Agent Company

Combs & Associates, Inc

18) Address

109 W Milwaukee St

19) City

Janesville

20) State

WI

21) Zip Code

22) Phone Number

608-752-0575

23) Email Address

rmcombs@combssurvey.com

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)

Conditional Use Permit \$275.00

Rezone/Land Use Amendment \$400.00

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 Appeals \$300.00

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

Yes

Item 8.

No

33) If Yes, please specify the language required.

Subdivision/Land Split Application & Certified Survey Application

34) Project Tax Parcel #: *

292-0515-3432-000

35) Project Address *

Enterprise Blvd and N. Prospect Dr

36) Project Title (if any)

37) Proposed Land Use *

Industrial

38) Gross Site Area *

41.39 AC

39) Proposed Number of Lots *2

40) Current Number of Lots *1

41) Applicant's Signature *Ryan Combs

PROJECT INFORMATION**42) PROJECT LOCATION ***Enterprise Blvd and N Prospect Dr

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 *5/6/2026

44) PROJECT NAME *

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 the 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 but 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 *

262-473-0144

46) MAILING (BILLING) ADDRESS *

PO Box 178 Whitewater, WI 53190

47) EMAIL ADDRESS *

ldostie@whitewater-wi.gov

48) NAME *

Llana Dostie

APPLICANT INFORMATION

49) EMAIL ADDRESS

rmcombs@combssurvey.com

50) NAME

Ryan Combs

51) SIGNATURE OF APPLICANT *

Ryan Combs

ATTORNEY INFORMATION

52) DATE *

06/05/2026 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 Blich \$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



PARC Agenda Item

Meeting Date:	June 8, 2028
Agenda Item:	Business Park CSM
Staff Contact (name, email, phone):	Llana Dostie, Zoning Specialist

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

In the past, when a buyer purchased a lot from the City, the buyer would complete the Certified Survey Map (CSM) as part of the transaction process. At this time, there are several properties within the Business Park that are not configured as clean or fully independent lots, making additional lot division necessary prior to sale.

One example is the property located at the end of Universal Boulevard. That parcel is currently divided in such a way that a portion of the property is not intended for sale, as it is part of Moraine View Park. Completing a CSM would establish a clear separation between the developable property and park land.

Additionally, another property located on the Jefferson County side of the Business Park presents a similar issue. If the property were sold without an appropriate lot split, a remnant parcel would remain behind the East-West Company property. This would leave the City with ownership of a parcel that would not have practical access.

Completing the necessary lot divisions through the CSM process will create clean and legally compliant lot configurations, establish accurate legal descriptions, and ensure that properties can be properly transferred at the time of sale. This process also helps prevent future access, ownership, and boundary concerns for both the City and prospective property owners.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS
(Dates, committees, action taken)

N/A

FINANCIAL IMPACT
(If none, state N/A)

N/A

STAFF RECOMMENDATION

Staff recommend that the City of Whitewater PARC:

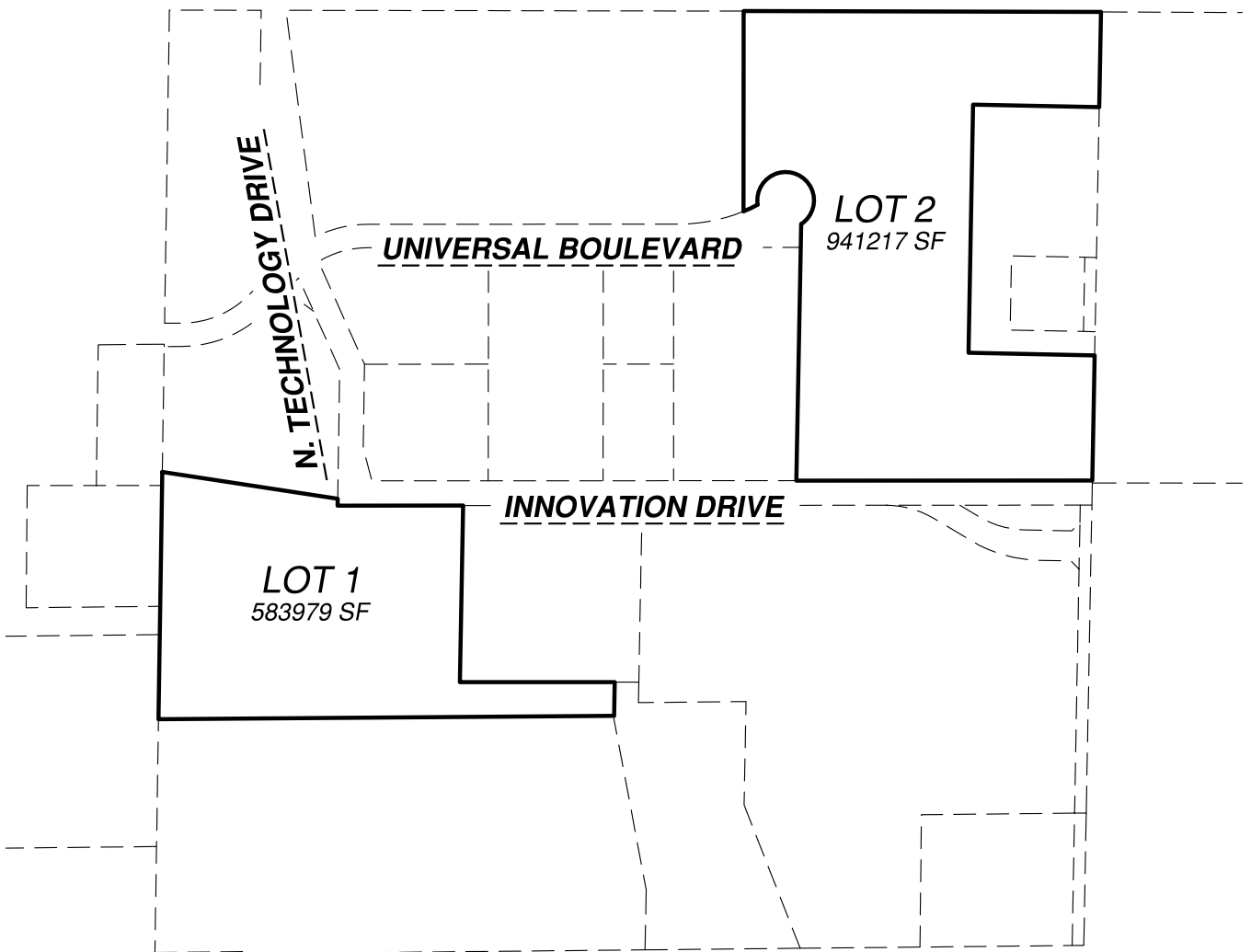
1. Recommend approval of the CSM’s to the Whitewater Common Council.

ATTACHMENT(S) INCLUDED
(If none, state N/A)

CSM Drafts

PRELIMINARY CERTIFIED SURVEY MAP

OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER
AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER
AND PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER
ALL BE SITUATED IN SECTION 3, T.4N., R.15E., OF THE 4TH PM,
CITY OF WHITEWATER, WALWORTH COUNTY, WISCONSIN.



Project No. 126 - 138
For: WHITEWATER



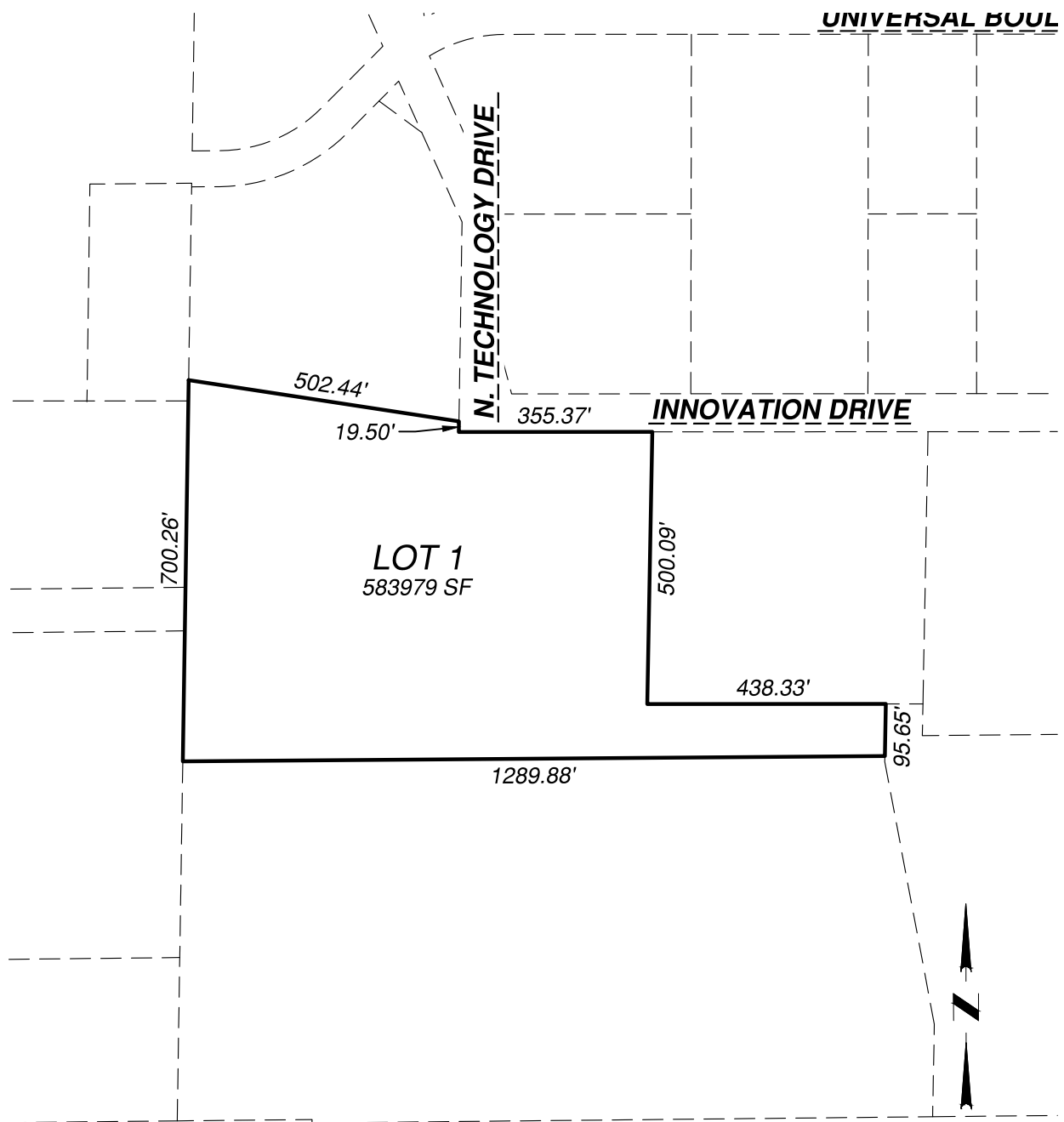
- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

109 W. MILWAUKEE ST
JANESVILLE, WI 53548
www.combsurvey.com

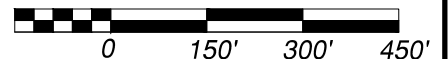
tel: 608-752-0000
fax: 608-752-0000

PRELIMINARY CERTIFIED SURVEY MAP

OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER
AND PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER
AND PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER
ALL BE SITUATED IN SECTION 3, T.4N., R.15E., OF THE 4TH PM,
CITY OF WHITEWATER, WALWORTH COUNTY, WISCONSIN.



GRAPHIC SCALE: 1" = 300'



Project No. 126 - 138
For: WHITEWATER



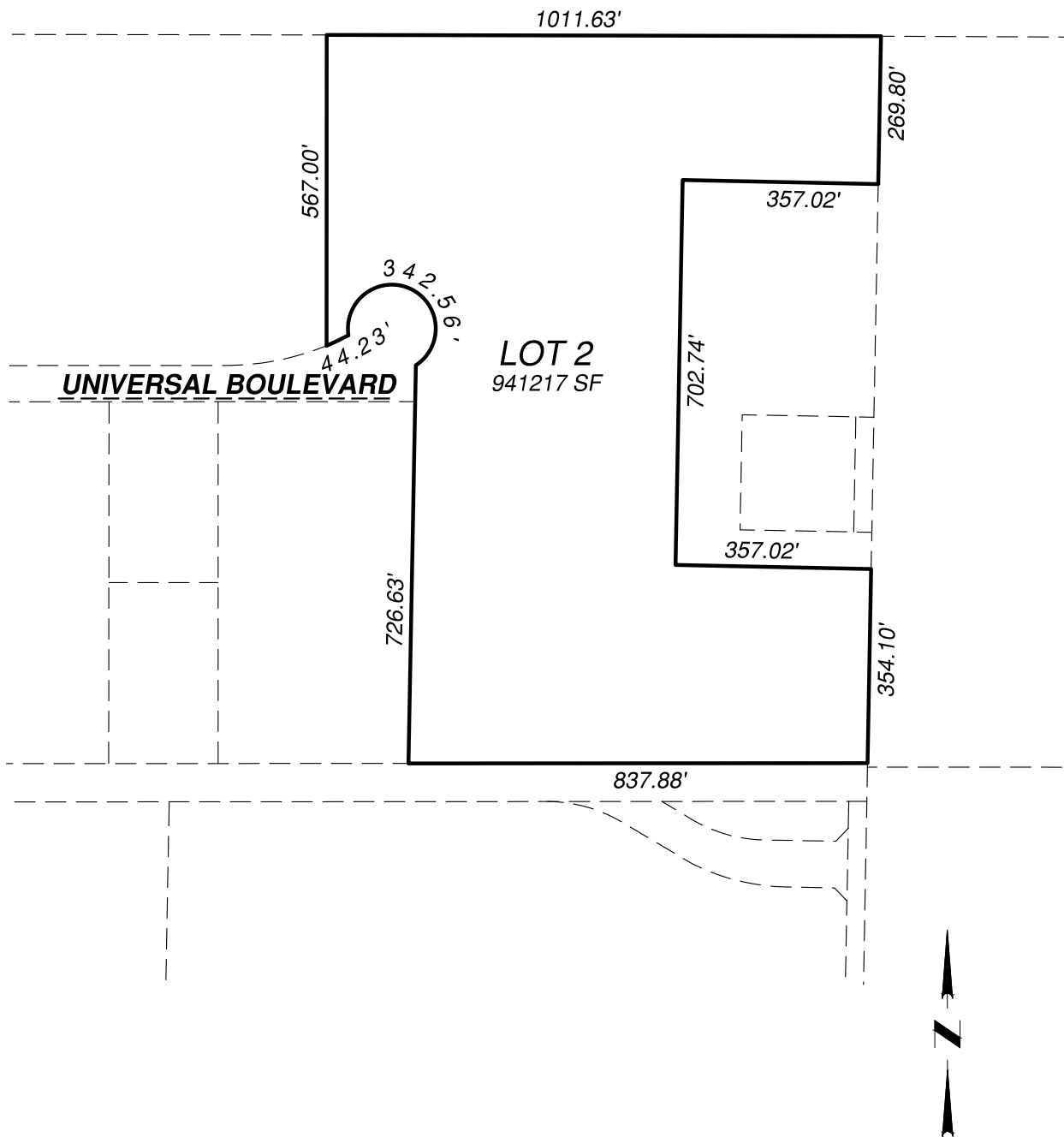
- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

109 W. MILWAUKEE ST
JANESVILLE, WI 53548
www.combsurvey.com

tel: 608-752-0100
fax: 608-752-0101

PRELIMINARY CERTIFIED SURVEY MAP

OF PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER
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Project No. 126 - 138
For: WHITEWATER



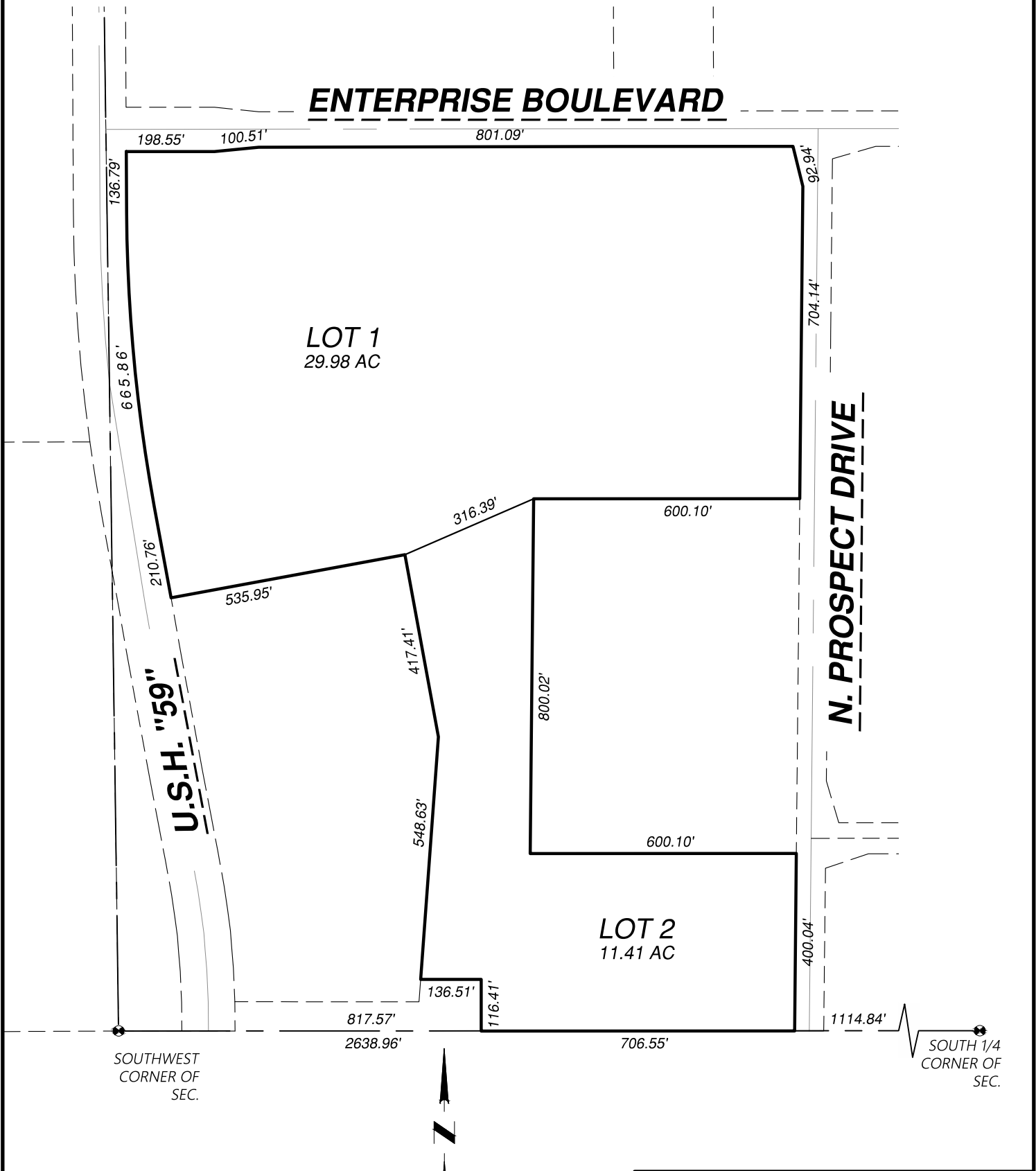
- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

109 W. MILWAUKEE ST
JANESVILLE, WI 53548
www.combssurvey.com

tel: 608-752-0000
fax: 608-752-0000

PRELIMINARY CERTIFIED SURVEY MAP

OF PART OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 3497 AS RECORDED IN VOLUME 15 PAGES 286 AND 287 RECORDED AS DOCUMENT NUMBER 978560 SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER SECTION 34, T.5N., R.15E., OF THE 4TH PM, CITY OF WHITEWATER, JEFFERSON COUNTY, WISCONSIN.



Project No. 126 - 139
For: WHITEWATER



- LAND SURVEYING
- LAND PLANNING
- CIVIL ENGINEERING

109 W. MILWAUKEE ST
JANESVILLE, WI 53548
www.combsurvey.com

tel: 608-752-0000
fax: 608-752-0000



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

2026-05-04 Preliminary CSM 126-138 Whitewater.pdf

2) Preliminary Plat

3) Final Plat

4) Other Information

5) Project Tax Key # *

292-0515-3432-000

6) Project Address *

Enterprise Blvd and North Prospect

7) Project Title (if any)

Applicant, Agent & Property Owner Information

8) Applicant's Name *

City of Whitewater-Llana Dostie Zoning Specialist

9) Applicant's Company *

City of Whitewater

10) Address *

312 W Whitewater Street

11) City *

Whitewater

12) State *

WI

13) Zip Code *

14) Phone Number *

262-473-0144

15) Email Address *

ldostie@whitewater-wi.gov

16) Agent Name

Ryan Combs

17) Agent Company

Combs & Associates, Inc

18) Address

109 W Milwaukee St

19) City

Janesville

20) State

WI

21) Zip Code

22) Phone Number

608-752-0575

23) Email Address

rmcombs@combssurvey.com

24) Owner, if different from applicant

25) Address

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27) State

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31) Planning Request (Check all that apply) *

Site Plan and Architectural Review \$150.00 plus \$0.05 per sq. ft (Floor Area)

Conditional Use Permit \$275.00

Rezone/Land Use Amendment \$400.00

Preliminary Plat \$175.00

Final Plat \$225.00

Certified Survey Map \$200.00 plus \$10.00 per lot

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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

Item 9.

No

33) If Yes, please specify the language required.

Subdivision/Land Split Application & Certified Survey Application

34) Project Tax Parcel #: *

292-0515-3432-000

35) Project Address *

Enterprise Blvd and N. Prospect Dr

36) Project Title (if any)

37) Proposed Land Use *

Industrial

38) Gross Site Area *

41.39 AC

39) Proposed Number of Lots *2

40) Current Number of Lots *1

41) Applicant's Signature *Ryan Combs

PROJECT INFORMATION**42) PROJECT LOCATION ***Enterprise Blvd and N Prospect Dr

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 *5/6/2026

44) PROJECT NAME *

Cost Recovery Certificate and Agreement

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

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45) PHONE *

262-473-0144

46) MAILING (BILLING) ADDRESS *

PO Box 178 Whitewater, WI 53190

47) EMAIL ADDRESS *

ldostie@whitewater-wi.gov

48) NAME *

Llana Dostie

APPLICANT INFORMATION

49) EMAIL ADDRESS

rmcombs@combssurvey.com

50) NAME

Ryan Combs

51) SIGNATURE OF APPLICANT *

Ryan Combs

ATTORNEY INFORMATION

52) DATE *

06/05/2026 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
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Director of Public Works: Brad Marquardt \$79.73
Director of Finance: Rachelle Blich \$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



PARC Agenda Item

Meeting Date:	June 8, 2026
Agenda Item:	Bethel House Offer to Purchase City-Owned Parcel /DAJ 00006
Staff Contact (name, email, phone):	Mason Becker, mbecker@whitewater-wi.gov

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

The City recently received an Offer to Purchase /DAJ 00006, which is a City-owned parcel located at the corner of E Cravath St and N Danville St. Representatives from Bethel House had reached out to the Community Development Department, as they had been looking for a location to place a new construction build which would serve as housing for their clients.

City staff discovered the property while doing a review search of appropriate possible locations. The City has owned this property since at least 2001, possibly earlier. Staff were not able to determine how the property was originally obtained. The property is a half-acre in size, bordered by residential housing to the east, and agricultural property to the west and north.

The Community Development Director reached out to relevant department heads to determine if the City had any future need for the property. The consensus feedback was that the City has no use or future need for the property, and it would be an appropriate site for residential housing.

Information on the Bethel House organization can be found at <https://www.bethelhouseinc.org/>

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS
(Dates, committees, action taken)

- N/A

FINANCIAL IMPACT
(If none, state N/A)

- The property is currently tax exempt, and will likely continue to be so, as Bethel House is a 501c3 organization. However, their organization provides services to community members, and the residential neighborhood area is an appropriate location. Current zoning of the parcel is R-2.

STAFF RECOMMENDATION

- Staff recommend that the PARC recommend approval of the Offer to Purchase to the Common Council.

ATTACHMENT(S) INCLUDED
(If none, state N/A)

- Offer to Purchase
- Parcel aerial view

Approved by the Wisconsin Real Estate Examining Board
7-1-24 (Optional Use Date) 8-15-24 (Mandatory Use Date)

Tincher Realty
Page 1 of 12, WB-13

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON May 27, 2026 [DATE] IS ~~(AGENT OF BUYER)~~

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

3 The Buyer, Bethel House of Whitewater Inc

4 offers to purchase the Property known as .5 Acre Lot E Cravath

5 Tax ID: /DAJ 00006

6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 655-660, or attach

7 as an addendum per line 682] in the City of Whitewater, County

8 of Walworth Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is One

10 Dollars (\$ 1.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date

12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: None

13

14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**

15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**

16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at

17 lines 12-13) and the following: None

18

19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**

20 **and will continue to be owned by the lessor.**

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be

22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage

23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not

24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations

25 and docks/piers on permanent foundations.

26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 655-660 or in**

27 **an addendum per line 682.**

28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer

29 on or before June 26, 2026.

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical

33 copies of the Offer.

34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**

35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

36 **CLOSING** This transaction is to be closed on July 31, 2026

37 Or earlier if both parties agree

38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,

39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**

41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**

42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**

43 **transfer instructions.**

44 **EARNEST MONEY**

45 EARNEST MONEY of \$ _____ accompanies this Offer.

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

47 EARNEST MONEY of \$ _____ will be mailed, or commercially, electronically

48 or personally delivered within _____ days ("5" if left blank) after acceptance.

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

50 _____) [STRIKE THOSE NOT APPLICABLE]

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**

53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**

54 **disbursement agreement.**

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

Property Address: 5 Acre Lot E Cravath, Whitewater, WI 53190

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

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

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

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

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

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and _____

100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

- 101 "Conditions Affecting the Property or Transaction" are defined to include:
- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
 - 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
 - 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
 - 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
 - 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
 - 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

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- 178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
- 179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
- 181 lease agreement or an extension of credit from an electric cooperative.
- 182 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
- 183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
- 184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
- 185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
- 186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
- 187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
- 188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
- 189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
- 190 payback obligation.
- 191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
- 192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
- 193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
- 194 **continued after sale. The Parties agree this provision survives closing.**
- 195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
- 196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
- 197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
- 198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
- 199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
- 200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
- 201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
- 202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
- 203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
- 204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
- 205 <https://dnr.wisconsin.gov/topic/forestry> .
- 206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
- 207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
- 208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
- 209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
- 210 Equalization Bureau or visit <http://www.revenue.wi.gov/> .
- 211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
- 212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
- 213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
- 214 visit <http://www.datcp.state.wi.us/> for more information.
- 215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
- 216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
- 217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
- 218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
- 219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
- 220 Agency office or visit <http://www.fsa.usda.gov/> .
- 221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
- 222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
- 223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
- 224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
- 225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
- 226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/> .
- 227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
- 228 zoning restrictions, if any.
- 229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
- 230 where one or both of the properties is used and occupied for farming or grazing purposes.
- 231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
- 232 **occupied for farming or grazing purposes.**
- 233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
- 234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
- 235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
- 236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
- 237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
- 238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
- 239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
- 240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
- 241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 682).

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242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within 30 days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: Building of single family or duplex
252 housing by Habitat for Humanity for Bethel House.

253 _____ [insert proposed use
254 **and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to**
255 **purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].**

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

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

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

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

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

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

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

277 electricity _____; gas _____; sewer _____;
278 water _____; telephone _____; cable _____;
279 other _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan

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363 sources or obtaining a construction loan or land contract financing, describe at lines 655-660 or in an addendum attached
364 per line 682. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
366 lender's appraiser access to the Property.

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

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

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

372 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.

375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

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

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

- 381 (1) signed by Buyer; or
- 382 (2) accompanied by Buyer's written direction for delivery.

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

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

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

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

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

- 396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or
- 397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
402 worthiness for Seller financing.

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

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

408 _____ [Specify documentation Buyer agrees to deliver to Seller].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

447 (3) Any of the following checked below:

448 Proof of bridge loan financing.

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

451 Other: _____
452 _____
453 _____

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

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

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

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

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

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

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

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

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

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

478 _____

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

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

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

488 **TITLE EVIDENCE**

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

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

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

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

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

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

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

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

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

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

537 _____
538 _____ . Insert additional terms, if any, at lines 655-660 or attach as an addendum per line 682.

539 **DEFINITIONS**

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

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

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545 registered mail or make regular deliveries on that day.

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

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

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

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

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

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

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

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

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

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

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

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
 591 this Offer at lines 655-660 or in an addendum attached per line 682, or lines 534-538 if the Property is leased. At time of
 592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
 593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of
651 _____ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage
652 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any
653 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party
654 beneficiary of this contract.

655 **ADDITIONAL PROVISIONS/CONTINGENCIES** Subject to City of Whitewater Approval of Sale. Buyer
656 and seller agree to 2) 60 day extensions if more time is needed for approvals.
657 _____
658 _____
659 _____
660 _____

661 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
662 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
663 664-679.

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664 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
665 line 666 or 667.

666 Name of Seller's recipient for delivery, if any: Mason Becker - City of Whitewater

667 Name of Buyer's recipient for delivery, if any: Angeline Doman - Bethel House of Whitewater Inc.

668 (2) **Fax**: fax transmission of the document or written notice to the following number:

669 Seller: (_____) Buyer: (_____)

670 (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
671 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
672 line 675 or 676.

673 (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
674 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

675 Address for Seller: _____

676 Address for Buyer: _____

677 (5) **Email**: electronically transmitting the document or written notice to the email address.

678 Email Address for Seller: mbecker@whitewater-wi.gov

679 Email Address for Buyer: director.bethelhouse@gmail.com

680 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
681 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

682 **ADDENDA**: The attached _____ is/are made part of this Offer.

683 This Offer was drafted by [Licensee and Firm] _____

684
685

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.

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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.

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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.

694
695

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

696 (x) Angeline Doman 5/27/2026
697 Buyer's Signature ▲ Print Name Here ▶ Bethel House of Whitewater Inc Date ▲

698 (x) _____
699 Buyer's Signature ▲ Print Name Here ▶ Date ▲

700 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
701 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
702 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
703 **COPY OF THIS OFFER.**

704 (x) _____
705 Seller's Signature ▲ Print Name Here ▶ Date ▲

706 (x) _____
707 Seller's Signature ▲ Print Name Here ▶ Date ▲

708 This Offer was presented to Seller by [Licensee and Firm] _____

709 _____ on _____ at _____ a.m./p.m.

710 This Offer is rejected _____ This Offer is countered [See attached counter] _____
711 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲