



# Community Development Authority Monthly Meeting

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

**Thursday, April 16, 2026 - 5:30 PM**

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

**Join:** <https://teams.microsoft.com/meet/281051194021987?p=AH8FmLLo19qpnRXIDc>

Meeting ID: 281 051 194 021 987

Passcode: Hu2if9jb

### **Dial in by phone**

[+1 929-229-5663,,727727534#](tel:+19292295663727727534) United States, New York City

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**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.**

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## **AGENDA**

### **CALL TO ORDER**

### **ROLL CALL**

### **CONFLICT OF INTEREST**

Would any board member wish to declare any known Conflict of Interest with the items presented on today's CDA Board Agenda?

### **GOOD GOVERNANCE MANUAL**

Below is a link to the City of Whitewater's Governance Manual. This document serves as our central guide for operational excellence, outlining our commitment to accountability, transparency, and strategic oversight.

<https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:752ce1fc-c064-472c-a784-75e9dd11d771>

Please feel free to refer to this manual often.

### **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.*

### **CONSENT AGENDA**

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

1. Approval of March meeting minutes
2. March Dashboard
3. Update memo on CDA Annual Report

### **HEARING OF CITIZEN COMMENTS**

*No formal Committee action will be taken during this meeting although issues raised may become a part of a future agenda. Participants are allotted a three minute speaking period. 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.*

***To make a comment during this period, or during any agenda item: On a computer or handheld device, locate the controls on your computer to raise your hand. You may need to move your mouse to see these controls. On a traditional telephone, dial \*6 to unmute your phone and dial \*9 to raise your hand.***

### **CONSIDERATIONS / DISCUSSIONS / REPORTS**

4. Redevelopment Resources Presentation - Discussion
5. Home Renewal Program:
  - a) Review and Approval of Home Renewal Policy
  - b) Review and Approval of Municipal Enforcement Contract
6. Removal of Deed Restrictions on CDA's Bluff Road Properties - Discussion and Approval
7. Strategic planning - Discussion and Possible Action

### **FUTURE AGENDA ITEMS**

### **ADJOURNMENT**

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

**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.**



## Community Development Authority Monthly Meeting

Whitewater Municipal Building Community Room,  
312 West Whitewater St., Whitewater, WI 53190

\*In Person and Virtual

**Thursday, March 19, 2026 - 5:30 PM**

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

**Join:** <https://teams.microsoft.com/meet/2355877283737?p=IXVhofm7emqB0w1VsC>

Meeting ID: 235 587 728 373 7

Passcode: Wg74cW9u

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**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

The meeting was called to order at 5:30pm.

### ROLL CALL

#### PRESENT

Board Member Thayer Coburn  
Board Member Jon Kachel  
Board Member Joseph Kromholz  
Council Representative Orin O.Smith  
Board Member Christ Christon

#### CITY STAFF

Mason Becker, Community Development Director

Ashwini Rao, Economic Development Coordinator

Steven Chesebro, City Attorney

ABSENT

Board Member Kelsey Price

Council Representative Brian Schanen

### **CONFLICT OF INTEREST**

Would any board member wish to declare any know Conflict of Interest with the items presented on today's CDA Board Agenda?

Board Member Jon Kaschel recused himself from voting on Item 10: Discussion and Approval of changes to Capital Catalyst and Action Fund accounts

### **GOOD GOVERNANCE MANUAL**

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<https://mccmeetingsystem.blob.core.usgovcloudapi.net/session-1145bc051c5b485b9d35d2eb0a5a9e58-read/Governance%20Manual%202024-06-18.pdf?sv=2021-06-08&st=2026-02-05T20%3A23%3A05Z&se=2026-02-05T20%3A53%3A05Z&sr=b&sp=racwdl&sig=PprMOxir4DmqWg3F0%2Fqd3um08BK1ONHkxRRt8qqksis%3D>

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Motion made by Board Member Coburn, Seconded by Board Member Kachel.  
Voting Yea: Board Member Coburn, Board Member Kachel, Board Member Kromholz, Council Representative O.Smith, Board Member Christon

### **CONSENT AGENDA**

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

Motion made by Board Member Coburn, Seconded by Council Representative O.Smith.

Voting Yea: Board Member Coburn, Board Member Kachel, Board Member Kromholz, Council Representative O.Smith, Board Member Christon

1. Approval of February minutes
2. February Dashboard
3. Edgerton Hospital report

#### HEARING OF CITIZEN COMMENTS

*No formal Committee action will be taken during this meeting although issues raised may become a part of a future agenda. Participants are allotted a three minute speaking period. 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.*

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None

#### CONSIDERATIONS / DISCUSSIONS / REPORTS

4. Farmland Lease

The CDA leases its vacant land in the Industrial/Tech Park to Timothy and Rachel Kiel under Cash Rent Farm Lease dated March 1, 2021 (the "Lease"), for tillable land of approximately 120.7 acres at a rate of \$175 per acre per crop year. This Lease auto-renews each year unless either party notifies the other of intent to terminate the Lease. Since March 1, 2021, the Lease has been amended on an annual basis to adjust for parcels that have been sold by the City to a third party for development.

The Fifth Amendment to Cash Rent Farm Lease adjusts the tillable acres covered by the Lease to approximately 58.39+/- acres. Under this Amendment to Cash Rent Farm Lease, rent for the 2026 crop year is in the amount of \$8,758.00 (\$150/ acre).

The CDA Board reviewed and approved the lease.

Motion made by Board Member Coburn, Seconded by Council Representative O.Smith.  
Voting Yea: Board Member Coburn, Board Member Kachel, Board Member Kromholz, Council Representative O.Smith, Board Member Christon

5. Bowers House Development Agreement

The Board reviewed the Bowers House Development Agreement

6. Redevelopment Resources Presentation

The CDA currently owns three properties, located at the corner of E Main St and N Jefferson St ("the Jefferson Street property"). The parcel IDs for these properties are: /BIRW 00003A, /BIRW 00002, and /BIRW 00001. The most recently obtained property was acquired as part of a property swap with Tanis Properties.

Staff recently requested that Redevelopment Resources, a firm familiar with downtown redevelopment projects throughout Wisconsin, which has also done other analysis work for the City of Whitewater evaluate the site, current market conditions, and the site's future highest and best use.

Kristen Fish-Peterson from Redevelopment Resources presented their findings and recommendations. City staff has reviewed and agrees with the general findings in the Site Analysis. Staff recommended that the CDA board approve publication of a Request for Proposal to developers for proposals to redevelop the site. The CDA board should also instruct staff to move forward with a request to vacate the unused public right-of-way in the middle of same properties.

Motion made by Board Member Coburn, Seconded by Council Representative O.Smith.  
Voting Yea: Board Member Coburn, Board Member Kachel, Board Member Kromholz, Council Representative O.Smith, Board Member Christon

7. Discussion and Possible Action on CDA owned Whitewater St. parcels

During staff's review of park parcels in preparation for rezoning, it was identified that two parcels previously believed to be part of Cravath Lakefront Park are, in fact, owned by the Community Development Authority (CDA). The CDA purchased these parcels in August of 1999. These parcels are currently utilized for the placement of carnival rides and vendor operations during the 4th of July Festival.

To ensure the long-term preservation of Cravath Lakefront Park and to maintain consistency in ownership of parkland, staff recommended that the CDA convey these parcels to the City of Whitewater via quit claim deed. A title company will be drawing up the quit claim deed, with CDA approval.

This action would formally place the parcels under City ownership and align their use with the intended purpose of the park.

Motion made by Board Member Kachel, Seconded by Council Representative O.Smith.  
Voting Yea: Board Member Coburn, Board Member Kachel, Board Member Kromholz, Council Representative O.Smith, Board Member Christon

8. Discussion and Approval of Down Payment Assistance Loan

One application was submitted to the CDA requesting a down-payment assistance loan in the amount of \$25,000 pursuant to the terms and conditions of the City's Affordable Housing Fund Policy (DPA Application No. 2026-012). Staff recommended approval of the same.

Motion made by Board Member Kromholz, Seconded by Board Member Coburn.  
Voting Yea: Board Member Coburn, Board Member Kachel, Board Member Kromholz, Council Representative O.Smith, Board Member Christon

9. Memo re: Update on Hale Farm Development Project

Mason Becker, Community Development Director provided an update on Hale Farm's Proposed Development Project.

10. Discussion and Approval of changes to Capital Catalyst and Action Fund accounts

The Community Development Department undertook a review of the City’s loan and grant programs. Proposed revisions streamline and modernize the program and remove older language that is no longer relevant to the program (such as WEDC reporting requirements).

City staff recommended that the name of this Fund be changed to “Loan Fund” and its balance be moved from Associated Bank to First Citizens Bank where the other accounts are held. Additionally, the name of the Action Fund should be changed to “Grant Fund”. In addition to these proposed revisions, staff also recommended that the fund balances for the Loan Fund (aka Capital Catalyst) and Grant Fund (aka Action Fund) essentially be swapped. This will allow for the larger fund balance to be utilized towards loans, while the smaller fund balance could be allocated to potential grants.

Motion made by Board Member Coburn, Seconded by Council Representative O.Smith.

Voting Yea: Board Member Coburn, Board Member Kromholz, Council Representative O.Smith, Board Member Christon

Voting Abstaining: Board Member Kachel

**EXECUTIVE SESSION**

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

Motion made by Board Member Kromholz, Seconded by Board Member Coburn.

Voting Yea: Board Member Coburn, Board Member Kachel, Board Member Kromholz, Council Representative O.Smith, Board Member Christon

11. Stonehaven Development Agreement

Brian Roemer from Ehlers, City Attorney Steven Chesebro were present at the meeting. Tim Vandeville Jr. of Stonehaven was present for the initial part of the meeting and left at 6:17pm.

Community Development Director, Mason Becker, provided an update. City Attorney requested feedback regarding the Deed Restriction and Lookback provision.

12. Review and Discussion of Letter of Intent for Lots 1T and 2T in Tech Park

**RECONVENE INTO OPEN SESSION**

Motion made to reconvene into open session: Motion by Board Member Kromholz, Seconded by Council Representative O.Smith.

Voting Yea: Board Member Coburn, Board Member Kachel, Board Member Kromholz, Council Representative O.Smith, Board Member Christon

Motion 1: CDA recommended to move the Stonehaven DA to the Common Council for approval with provisions discussed with Council and the directions given to Council.

Motion by Board Member Kromholz, Seconded by Council Representative O.Smith.  
Voting Yea: Board Member Coburn, Board Member Kachel, Board Member Kromholz, Council Representative O.Smith, Board Member Christon

Motion 2: CDA recommended that the City Staff continue to whet and move toward alignment with the Letter of Intent.

Motion by Board Member Kromholz, Seconded by Council Representative O.Smith.  
Voting Yea: Board Member Coburn, Board Member Kachel, Board Member Kromholz, Council Representative O.Smith, Board Member Christon

**FUTURE AGENDA ITEMS**

**ADJOURNMENT**

Motion made by Board Member Kromholz, Seconded by Board Member Kachel.  
Voting Yea: Board Member Coburn, Board Member Kachel, Board Member Kromholz, Council Representative O.Smith, Board Member Christon

# MARCH 2026

## Response Time

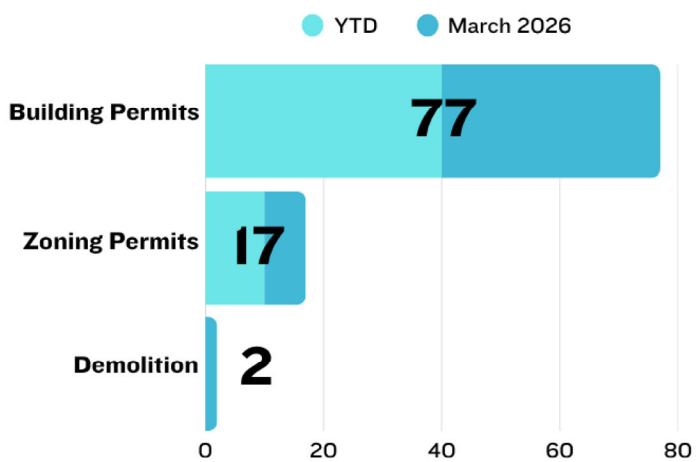
- **Permit processing: 7-10 business days**
- **First response to inquiries: 24-48 hours**
- **Code case resolution: ~30 days- \*may vary on the case\***



## Strategic activity

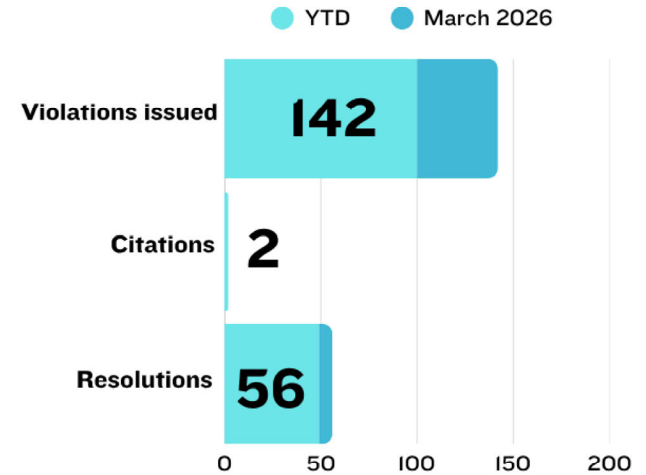
- **Submitted two grants: T-Mobile Hometown grant and AARP Community Challenge Flagship Grant**
- **Two BRE visits: Associated Bank and The Vinery.**

## Permits



**Local Impact:**  
Down payment assistance: 3 households / \$75,000 YTD

## Enforcement/Outcome



**Note: Implementation of iWorQ will provide a more accurate measure of response times, code violations, process and inquiries. Available after 1<sup>st</sup> quarter 2026.**



# Community Development Authority

Meeting Date:	April 16, 2026
Agenda Item:	Memo re CDA Annual Report
Staff Contact (name, email, phone):	Mason Becker, <a href="mailto:mbecker@whitewater-wi.gov">mbecker@whitewater-wi.gov</a> , 262.443.4458

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

It was recently brought to staff attention in late March that the CDA’s governance document calls for the publication of an Annual Report, in April of each year. The last such annual report found in staff files is from 2021.

Community Development Department staff have begun to prepare this report. However, end of year financials for 2025 are not available yet. Staff intend to prepare the report summarizing 2025 for the May 2026 CDA regular board meeting, assuming end of year financials are available by then.

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

- N/A

**FINANCIAL IMPACT**  
(If none, state N/A)

- None.

**STAFF RECOMMENDATION**

- No action is required at this time; this memo is for information only.

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

- None.



# Economic Base Analysis



REDEVELOPMENT  
RESOURCES

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Q3: Please indicate your class level: 28

Q4: What is your enrollment load? (12 credits or more per semester = full-time; Less than 12 credits per semester = part-time) 28

Q5: In the last year, which months were you physically in Whitewater? (Check all that apply.) 28

Q6: During the current academic term, where are you primarily living? 28

Q7: What is the total rent for your unit (exclude utilities/parking)? If rent is per person, what is the sum total? 29

Q8: Do you (or your household) pay for any of the following utilities? (check all that apply) 29

Q9: What is the total amount typically spent on these utilities per month? 29

Q10: Do you have a car in Whitewater during the academic term? 29

Q11: How do you usually get to campus (most days)? 30

Q12: Please indicate your share of weekly transportation spending in/around Whitewater: 30

Q13: How much do you spend on vehicle maintenance yearly? 30

Q14: How many nights per week do you sleep outside Whitewater during the academic term? 30

Q15: What are your main sources of income for day-to-day expenses? (check all that apply) 30

Q16: Where do you usually get household supplies (cleaning, toiletries)? 31

Q17: Where do you primarily purchase groceries? 31

Q18: Please elaborate on the community or communities you purchase groceries in. 31

Q19: In a typical school month, how much do you spend with campus merchants (dining halls, cafés, bookstore)? 31

Q20: Do you have a meal plan? 31

Q21: During the academic year (Sept. - May), how much do you spend per week (on average) in the following categories in Whitewater businesses? 32

Q22: During the academic year (Sept. - May), how much do you spend per week (on average) on delivery apps such as DoorDash, UberEats, etc.? 32

Q23: What percent of delivery orders are from Whitewater restaurants? 32

Q24: What percent of are from Whitewater businesses? 33

Q25: How many nights out do you spend in Whitewater per week during the school year? 33

Q26: During the school year, what is your average weekly spending on bars/clubs/Greek life events tickets/covers? 33

Q27: During the school year, how much do you spend on average per night out on drinks, cover, rides, etc.? 33

Q28: Are you currently employed (paid work) during the academic term? 33

Q29: What business do you primarily work at? 34

Q30: Average weekly work hours: 34  
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 Q31: Hourly wage (before tips): 34  
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## EXECUTIVE SUMMARY

The City of Whitewater's economic base reflects both notable strengths and unique structural dynamics that distinguish it from peer communities in Walworth and Jefferson Counties. While population growth and institutional stability provide a strong foundation, structural challenges—particularly in housing, wages, and workforce retention—limit long-term economic potential.

### Key Findings

- Labor export: A majority of residents and students work outside the city.
- Population growth since 2020 has outpaced surrounding jurisdictions, however, this growth is shaped heavily by the presence of the University of Wisconsin–Whitewater.
- Student-driven economy: Students contribute tens of millions annually, dominating key sectors like housing and entertainment.
- Household growth has remained steady, yet it lags population growth, suggesting delayed household formation, smaller household sizes, and ongoing housing supply constraints.
- Household size and median household income have real implications for housing demand, consumer spending patterns, and the city's long-term tax base. Addressing the documented gap between housing supply and demand—particularly for owner-occupied and workforce housing—will be critical to sustaining future growth.
- While major employers provide stability, many dominant industries offer relatively low average wages.
- From a fiscal perspective, the analysis of the property tax base underscores the importance of compact, higher-value land uses such as Community Business district, Central Business District, and Multifamily districts in terms of value per acre.

Taken together, the findings suggest that Whitewater is economically resilient but at an inflection point. Future economic health will depend on leveraging the university's presence more intentionally, expanding housing options, supporting higher-wage employment opportunities, and making strategic land use decisions that strengthen the tax base. By aligning growth, workforce development, and housing strategies, Whitewater can convert its demographic and institutional advantages into sustained economic vitality.



## INTRODUCTION

Population, household, employment, income, and tax base growth are all indicators of an economically healthy community. The following report examines each of these indicators, their trends and trajectories, and factors decision-makers can leverage to influence the overall economic health of the City of Whitewater. Data sources include Census OnTheMap, American Community Survey 5-Year Estimates, ESRI Business Analyst, and Placer.ai. Data presented in this report for the City of Whitewater includes the student population.

A non-randomized student survey was conducted to gauge the impact students have on the local economy through their consumer spending and labor force contributions. Only currently enrolled students that indicated that they were over the age of 18 were permitted to respond to the survey. Students were asked to indicate the months of the year they were in Whitewater (summer term vs. academic year). They were asked whether they lived on campus, off campus but in Whitewater, or outside of Whitewater; about their spending habits, and employment circumstances. Of the 172 surveys started, 138 were completed. These responses were then weighted to gauge the impact of the whole student population. (See Appendix A for the survey results and Appendix B for the methodology.) Therefore, where applicable, the student population has been segmented for a more in-depth analysis of the impact the university has on the community.



## Community Overview

### Indicator 1: Population Trends

The population of Whitewater has grown by approximately 1,000 people since 2020 to approximately 15,800–16,000 people as of 2025 estimates from ESRI and the Department of Administration (Figure 1). It is the largest incorporated community in Walworth County. The only other larger community in Jefferson County is Watertown (which also is partially in Dodge County).

Menomonie, WI, which is home to UW–Stout, is the most similar to Whitewater, in terms of population, among the other university communities. Stevens Point is the largest community while Platteville is the smallest.

Figure 1. Whitewater Population Trends

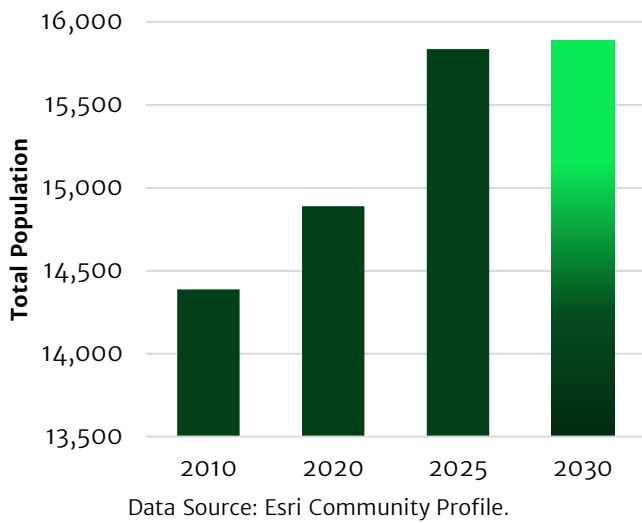
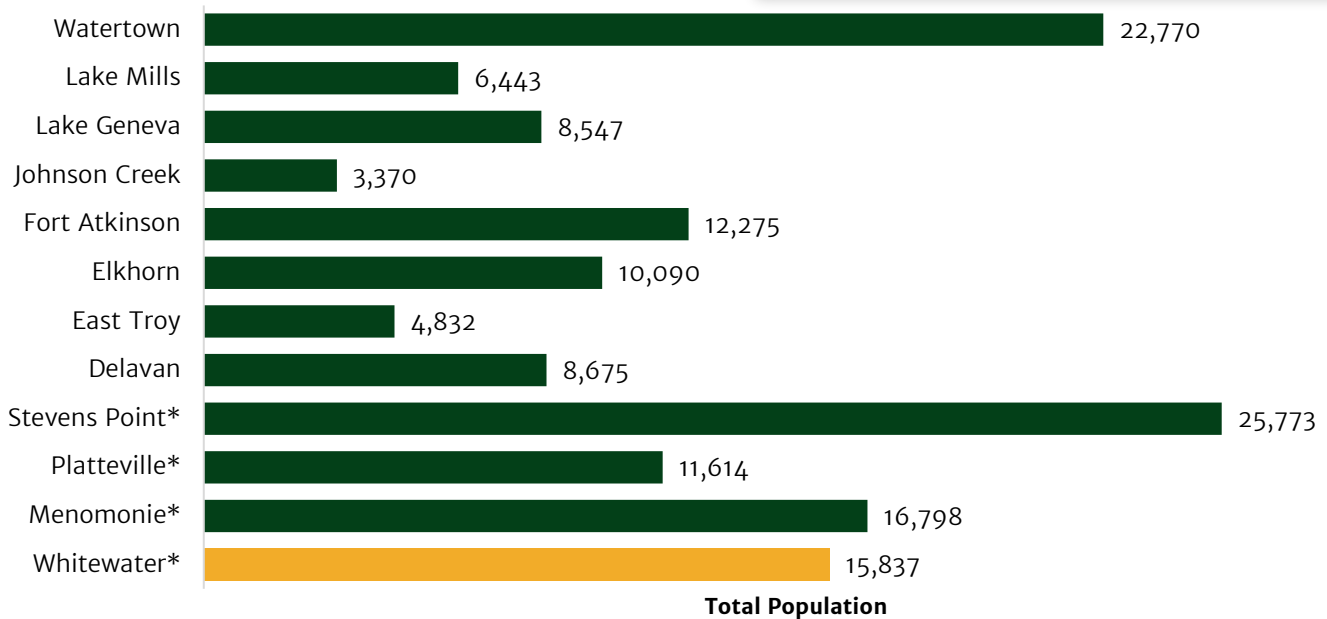


Figure 2. Total Population Comparison



\* Indicates communities with Wisconsin System universities. Data Source: Esri Community Profile, Redevelopment Resources.

### Definition of Total Population

Total Population is defined as the estimated count of all people who primarily reside in a specific geographic area as of July 1st of the reference year. This refers to the nighttime population (without daytime workers) of households and Group Quarters (like nursing homes, institutions, etc.). Total population pulls from USPS residential delivery counts (identifying new or vacant homes), IRS migration data, Building permits and housing starts, and Data Axle and other private sources for facility counts (for updating Group Quarters).

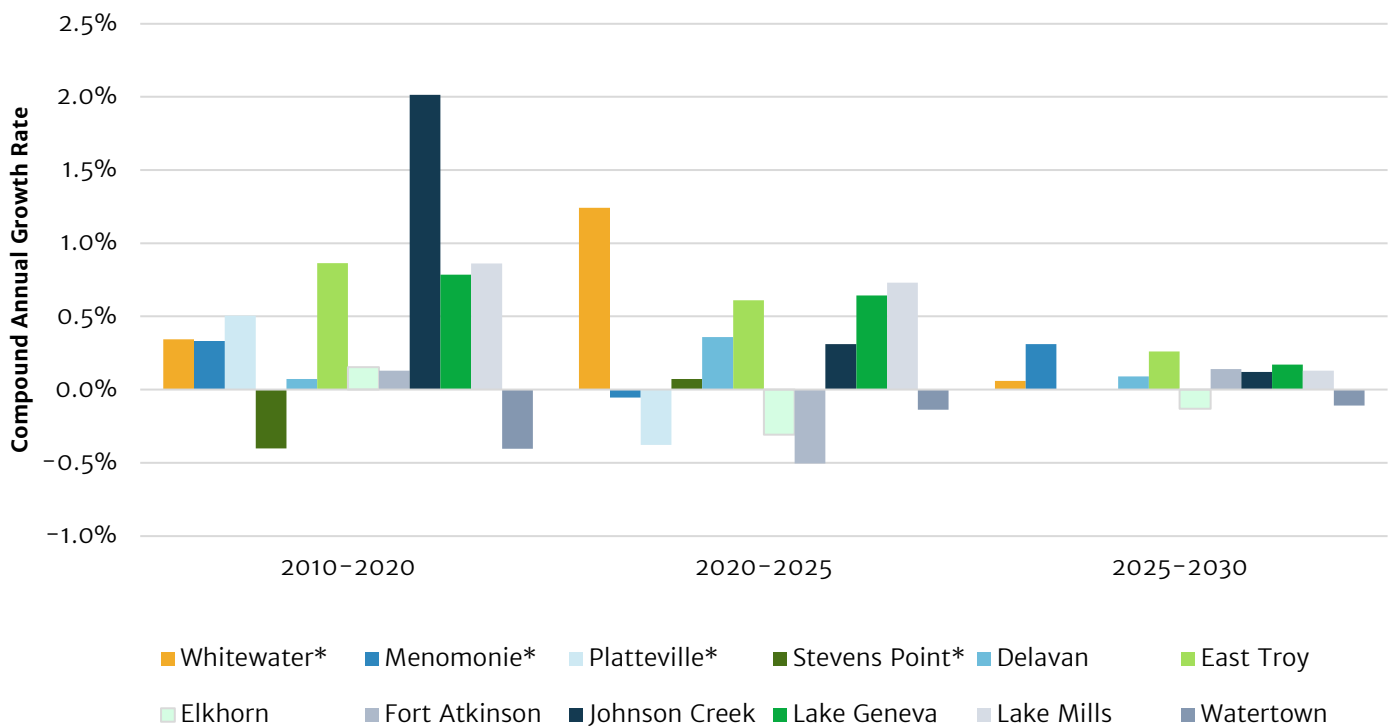


Compared to Walworth and Jefferson County’s overall population growth rate, the city grew much faster from 2020–2025. Esri projects positive growth for the City of Whitewater and Walworth County as a whole, but negative growth for Jefferson County by 2030 (Figure 3).

Compared to other communities in Jefferson and Walworth Counties, the growth rates over time in Whitewater, East Troy, Johnson Creek, Lake Geneva and Lake Mills stand out. Johnson Creek had the largest Compound Annual Growth Rate (CAGR) overall from 2010 to 2020 (2%). Whitewater had the largest CAGR from 2020–2025. East Troy, Lake Geneva and Lake Mills each had a CAGR of 0.5% or higher from 2010–2025. Consistent population decline has occurred in Watertown (Figure 4). Compared to communities with UW–System schools, Whitewater is the only community that has experienced consistent population growth.

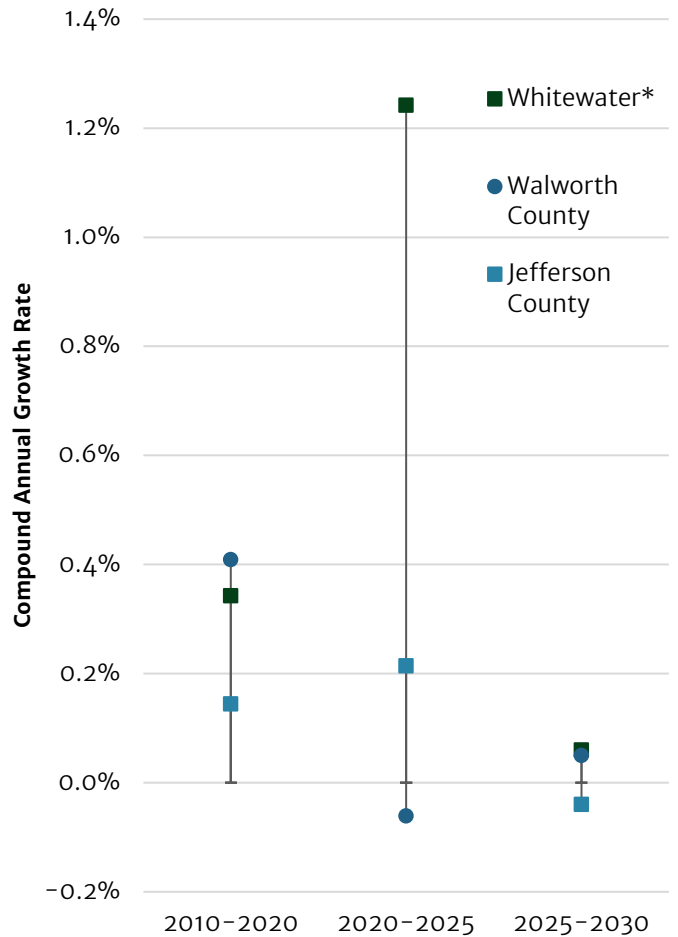
It is outside the scope of this analysis to identify why these population shifts are occurring, but population growth generally occurs due to increased births, decreased deaths, and migration. The only factor within the city’s realm of influence is migration: creating a community that is an attractive place to live, work, and spend recreational time. To do that, there needs to be employment opportunities, available housing, safe neighborhoods, and quality services.

Figure 4. City Compound Annual Population Growth Rate Comparison



Data Source: Esri Community Profile, Redevelopment Resources.

Figure 3. Compound Annual Population Growth Rate Comparison



Data Source: Esri Community Profile, Redevelopment

### Population by Age

The distribution of a community's residents by age is an indication of the types of goods and services that will be demanded as well as the current and potentially available labor force. The distribution of the City of Whitewater residents is unusual compared to other local communities (Figure 5) and is indicative of the influence of the university (Figure 6).

For context, imagine walking into a public meeting with a representative sample of 100 Whitewater residents. Half the room would be between 15 and 24. There would be three to four infants to toddlers, three to four elementary age students, and three to four middle school students. Nine attendees would be graduate students (age 25–34), nineteen at prime working age (between the ages of 35 and 64), and eleven retirees (Figure 5).

Figure 5. Population by Age by Local Community

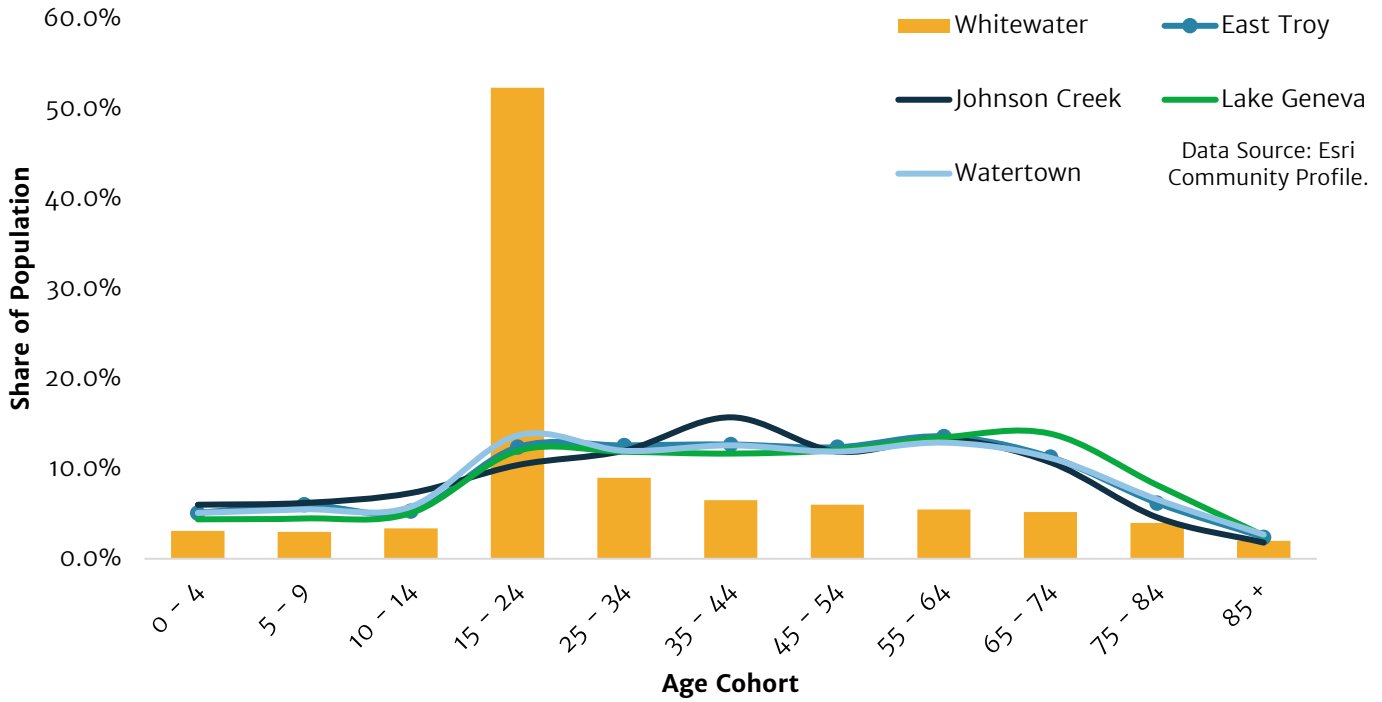
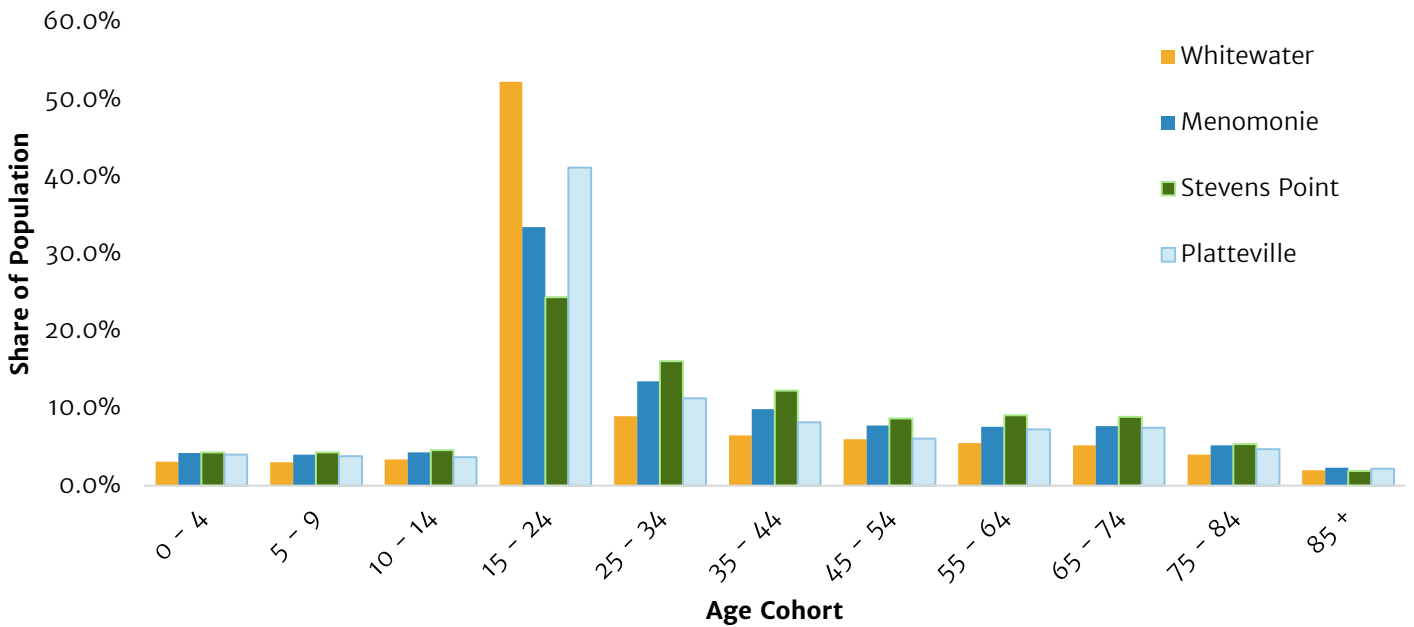


Figure 6. Population by Age by University Community



Data Source: Esri Community Profile.

**Indicator 2: Household Trends**

Households contribute to a community’s tax base through sales taxes and property taxes. Growth, or decline, in the quantity of households is one indicator of economic health, but not all households demand the same goods and services due to the difference in income levels and household configuration (e.g., marital status).

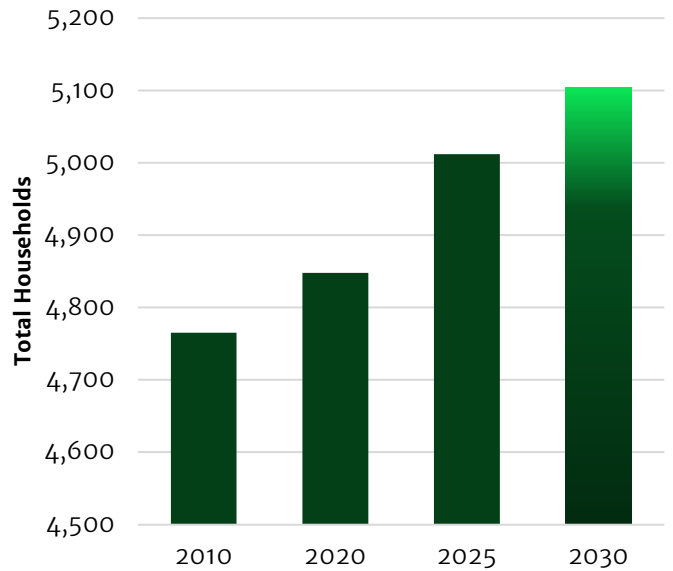
**Myth:** Renters don’t pay property taxes.  
**Fact:** The monthly lease rate includes expenses such as property taxes and insurance passed on to the tenant. However, only the landlord receives the tax benefit.

*Household Growth*

The City of Whitewater has had steady household growth since the 2010s and is predicted to exceed 5,000 by 2030 (Figure 7). Compared to other local communities, however, Whitewater households are not growing as quickly apart from Elkhorn, Fort Atkinson, and Watertown (Figure 8). The same is true for the rate of growth compared to other university communities (Figure 9, next page). Whitewater’s trends most closely reflect Stevens Point trends. Since household sizes are shrinking, this may reflect delayed household formation and the availability of housing.

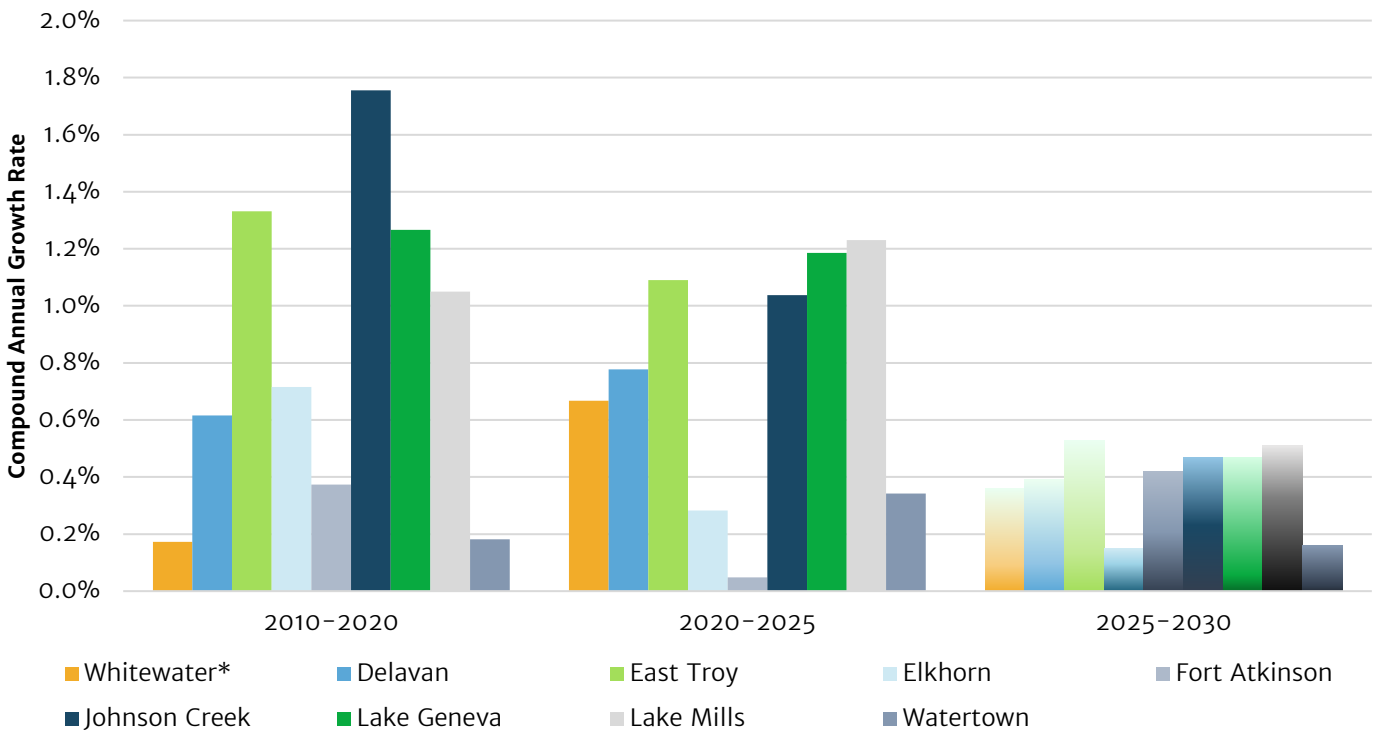
According to recent housing market studies conducted in 2023 and 2024, the City of Whitewater needs 225 owner-occupied units and 175 renter-occupied units built per year to keep up with demand. Since 2023, the City of Whitewater has approved a total of 163 single-family homes and 128 multi-family homes.

Figure 7. Whitewater Households



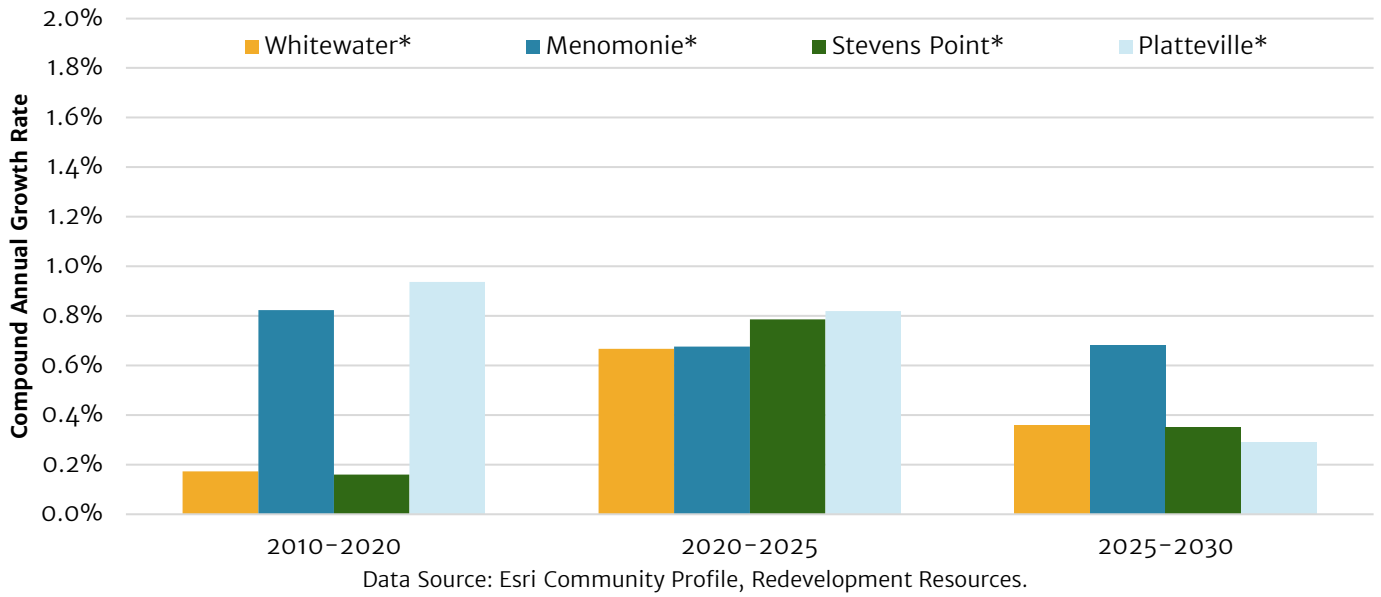
Data Source: Esri Community Profile.

Figure 8. Compound Annual Household Growth Rate Trends Local Comparison



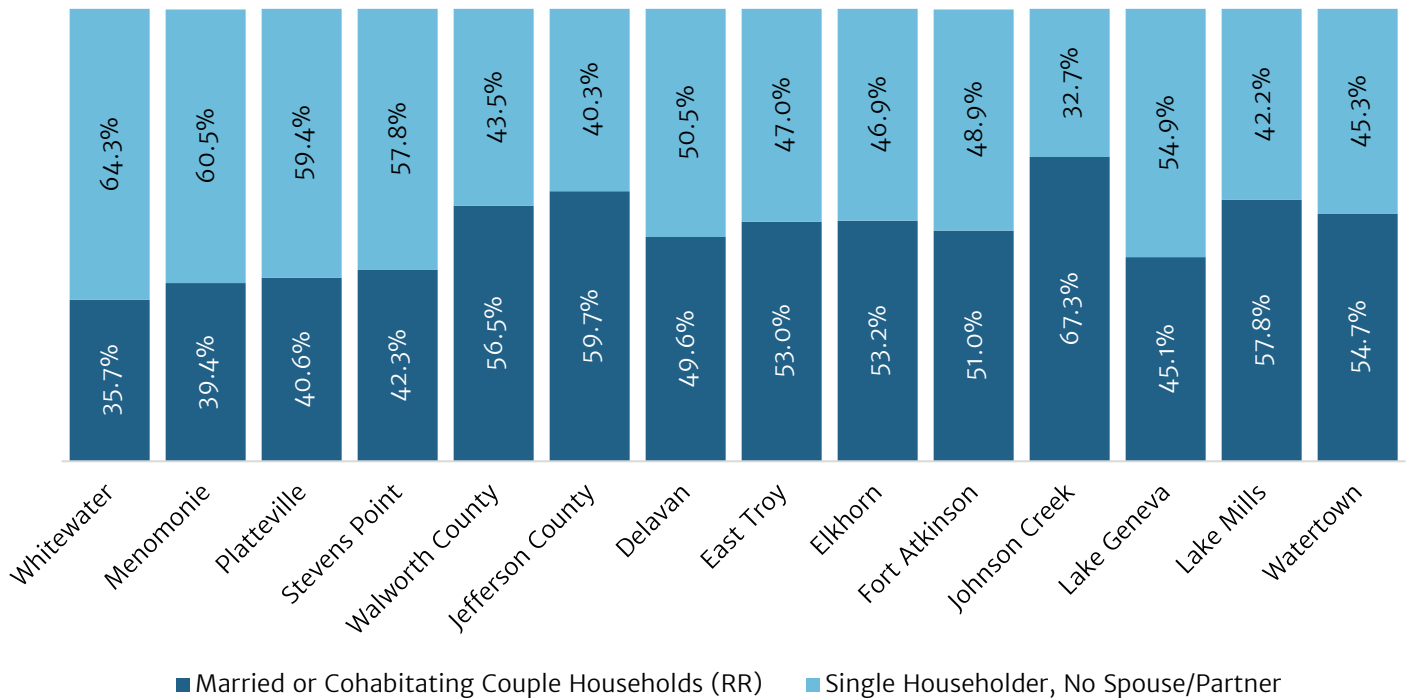
Data Source: Esri Community Profile, Redevelopment Resources.

Figure 9. Comparison of University Communities Compound Annual Household Growth Rate Trends



Compared to each county as a whole and the other communities, the City of Whitewater has a disproportionate number of single households. Single households, as shown in the next section of this report, have a lower median income than family households, particularly married-couple households.

Figure 10. Comparison of Households by Type (2020)



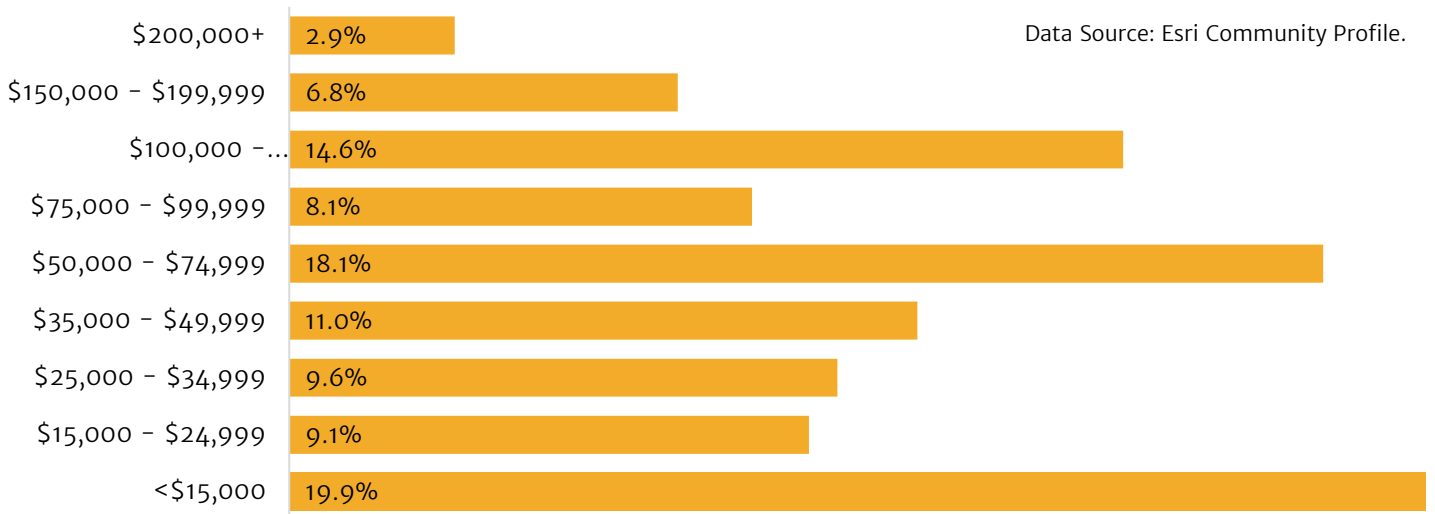
Data Source: Esri Community Profile.

Household Income

The distribution of households by income level impacts nearly every facet of a local economy: the types of goods and services demanded, housing market, labor expectations, and long-term economic resilience. Higher income households support niche industries such as luxury retail, high-end restaurants, etc. Middle-income households foster stable demand for retail, dining, healthcare, and services. Low-income households have less disposable income and focus on essential goods and value-oriented retail. A local economy with a concentration of households at either end of the spectrum is more susceptible to economic shocks. Income levels also signal employers to the skill level of the available workforce and wage expectations. Additionally, if income levels and housing costs are misaligned, households may be cost burdened or new household formation delayed.

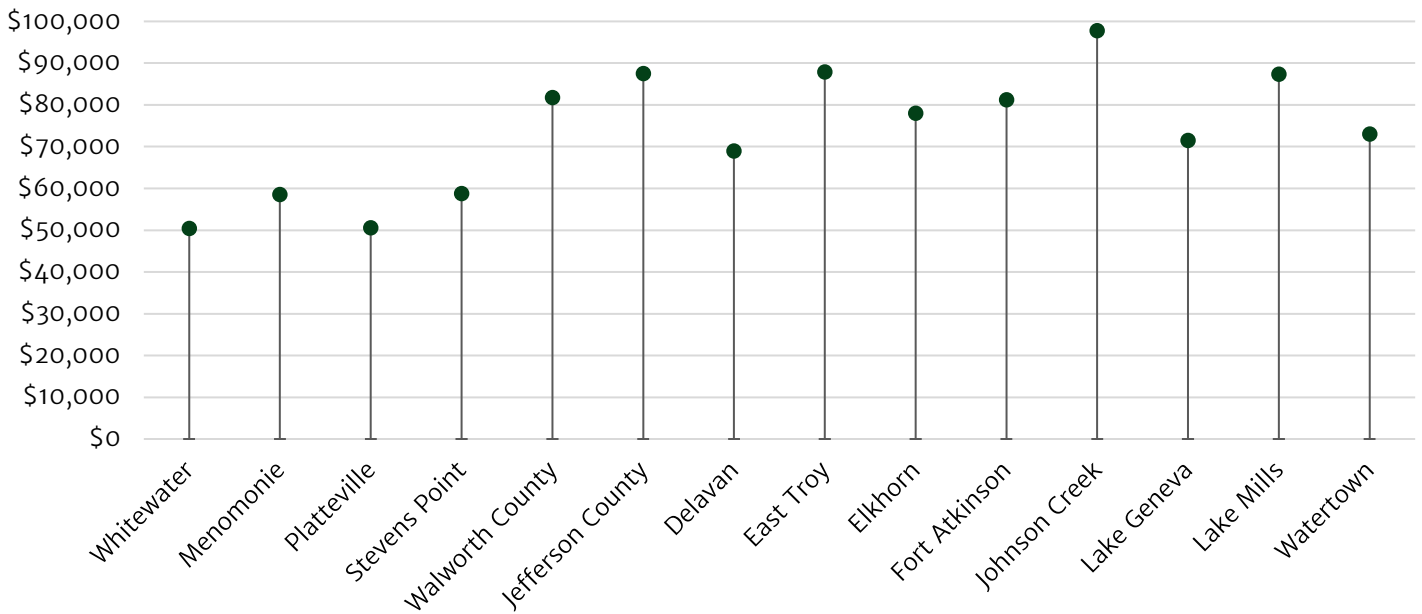
Whitewater household income is notably centred around the \$50,000 to \$74,999 bracket. Since 50% of the residents are age 15-24, it is reasonable to assume that the estimated 20% of households earning less than \$15,000 includes students.

Figure 11. Share of Whitewater Households by Income Level Cohort



Whitewater has the lowest median income compared to the other communities (Figure 12). However, this is likely due to the higher percentage of 15-24 year olds (Figures 5 and 6) and single households (Figure 10).

Figure 12. Median Household Income Comparison





# ECONOMIC BASE ANALYSIS



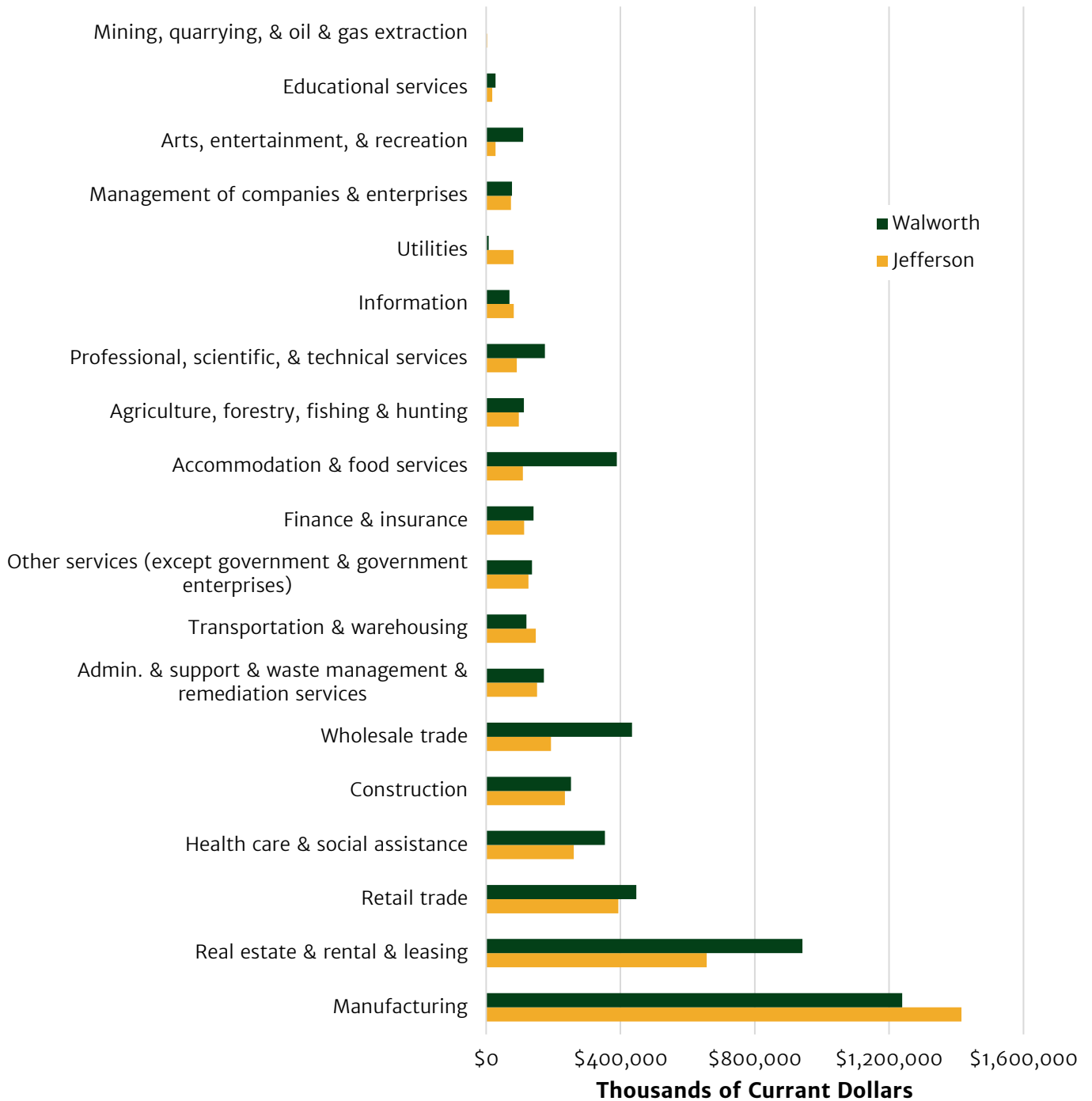
## Industry Base Analysis and Trends

Understanding the regional economy by industry paints a picture of its structure, strengths, vulnerabilities, and future prospects. It also sheds light on wage levels, income distribution, household purchasing power, and strength of the tax base. Furthermore, policy makers can allocate resources appropriately for workforce training programs, make better informed land use decisions, and strategic growth decisions. The following section will look at the Gross Domestic Product (GDP), employment, and wages by county as well as the employment landscape of the City of Whitewater.

### County GDP by Industry

Manufacturing and Retail Trade are dominant industries in both Walworth and Jefferson County in terms of both employment and GDP. While not a large employment category, Real Estate & Rental Leasing is the second largest industry by GDP in both counties (Figure 13).

Figure 13. GDP by Industry (2023)

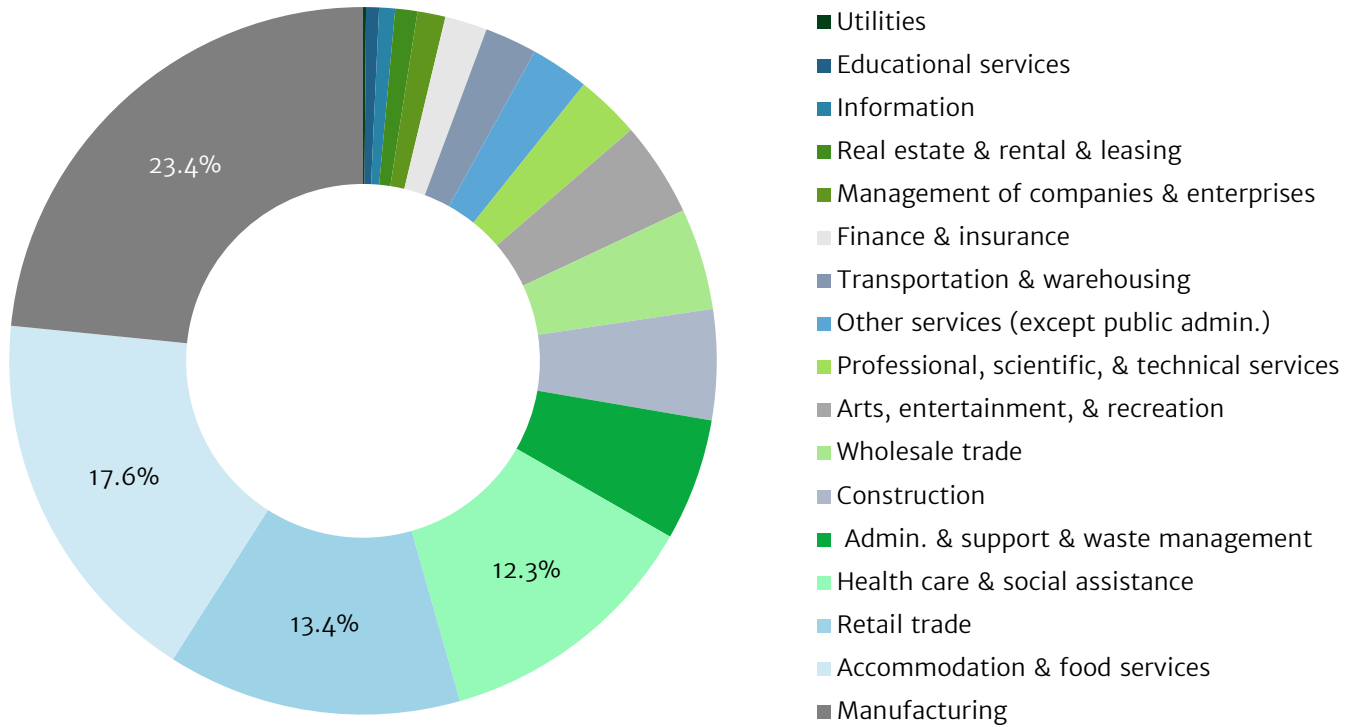


Data Source: Bureau of Economic Analysis, CAGDP2.

### County Employment by Industry

In terms of employment, in Walworth County, Accommodation & Food Services is significant (Figure 14).

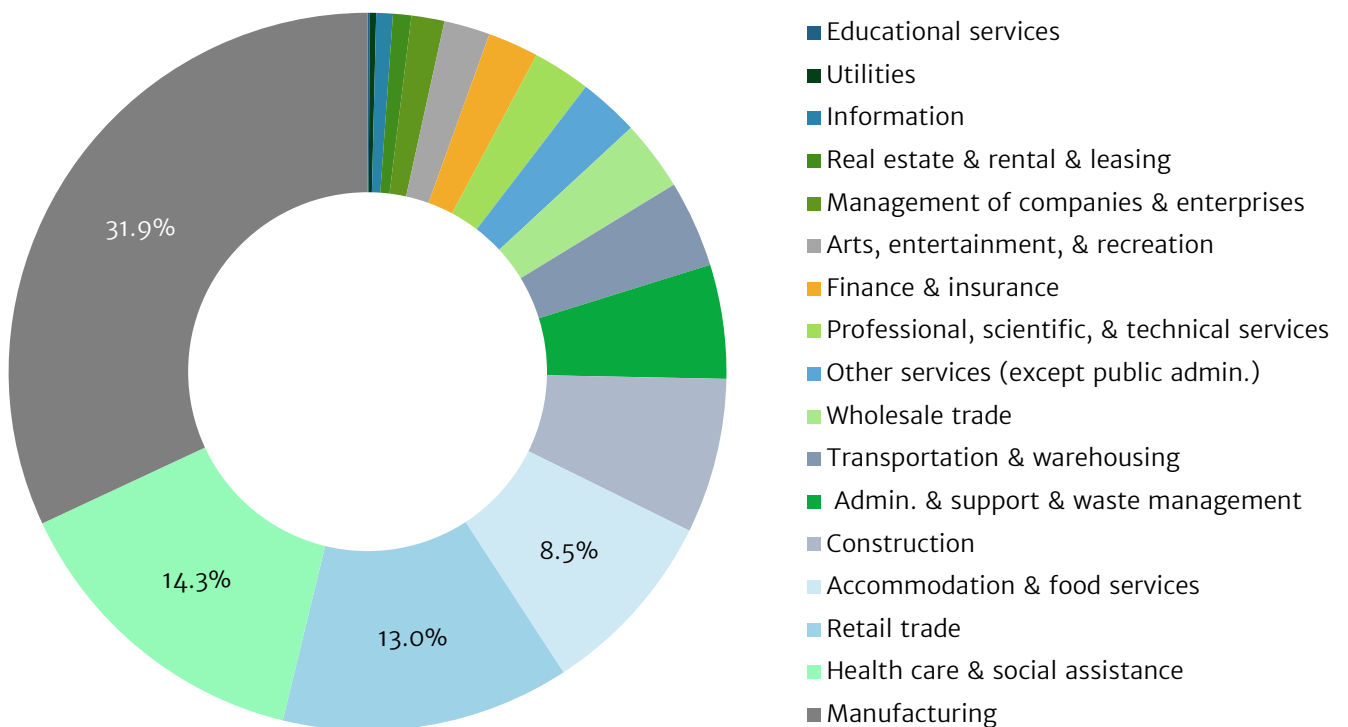
Figure 14. Share of Walworth County Employees by Industry (2024)



Data Source: Bureau of Labor Statistics, Quarterly Census of Employment and Wages.

In Jefferson County, Health Care & Social Assistance, is the second largest industry in terms of employment (Figure 15).

Figure 15. Share of Jefferson County Employees by Industry (2024)

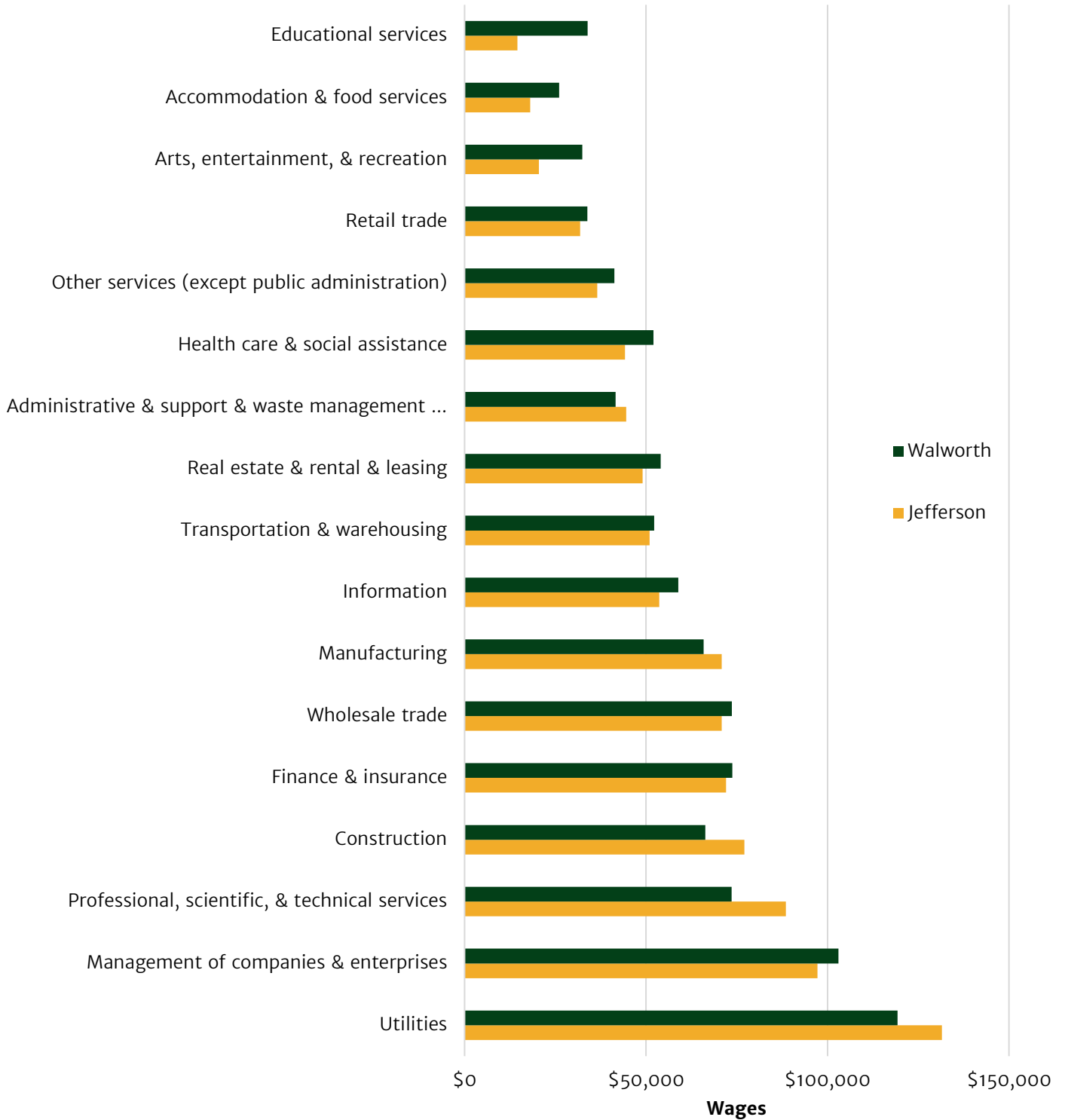


Data Source: Bureau of Labor Statistics, Quarterly Census of Employment and Wages.

### County Average Annual Pay

While Retail Trade is a significant industry in terms of both employment and GDP for both counties, the average annual pay is less than \$35,000 per year. The average annual pay in Walworth County in the Accommodation & Food Service industry is approximately \$26,000 per year and it is one of the largest industries by employment in both the county and the city (Figure 16).

Figure 16. Average Annual Pay by Industry (2024)

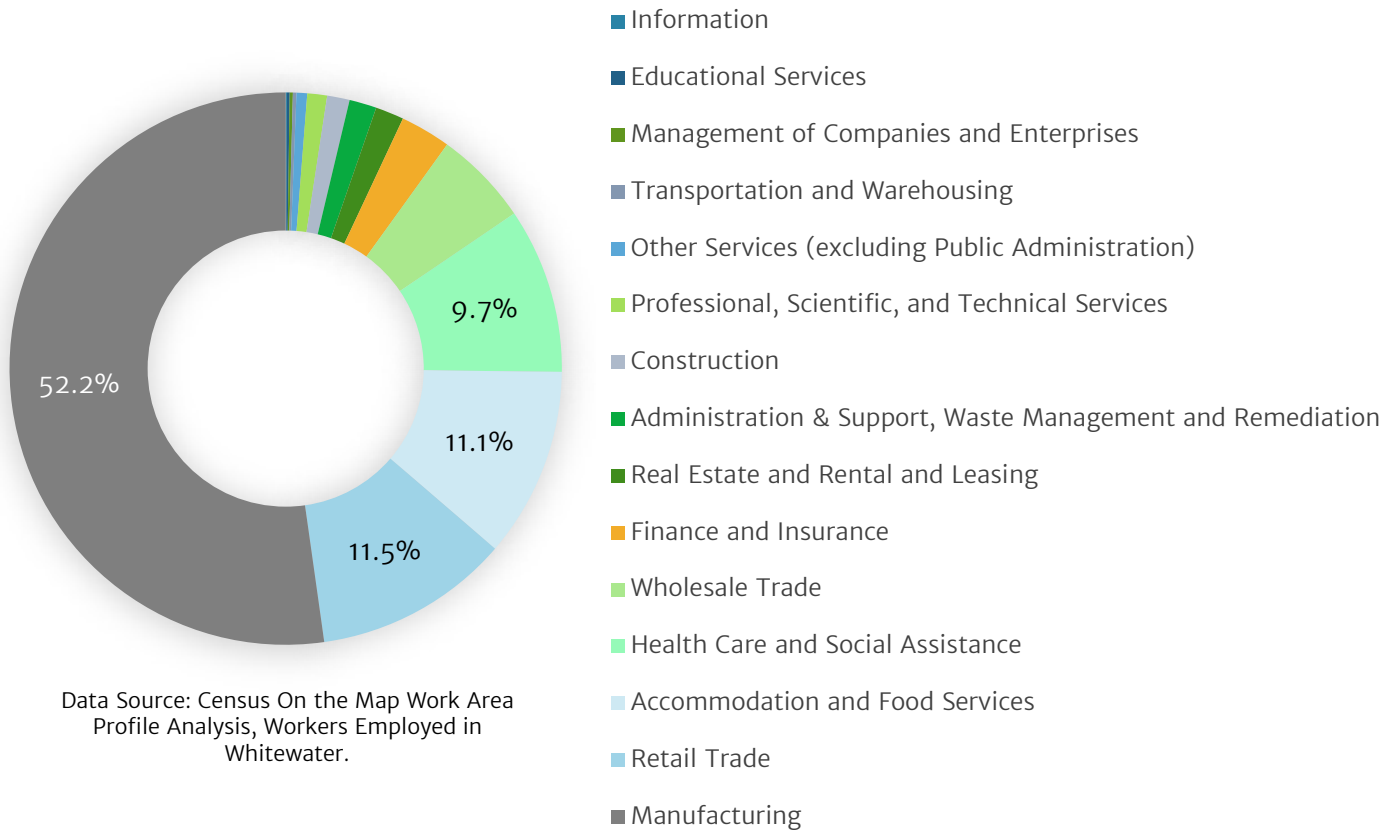


Data Source: Bureau of Labor Statistics, Quarterly Census of Employment and Wages, Private Sector.

### Whitewater Employment by Industry

The largest employment sectors in Whitewater are Manufacturing, Educational Services, and Accommodation & Food Services (Figure 17).

Figure 17. Whitewater Employment by Industry Sector



### Largest “Small” Private Sector Employers

According to the Small Business Administration, a small business employs less than 500 employees. The following table is a list of the largest private sector small businesses (100–500 employees) in Whitewater.

Table 1. Large “Small” Private Sector Businesses in Whitewater, WI.

Business Name	Main Line of Business	Employee Size
Walmart Supercenter	Department Stores	300
Universal Electronics	Electronic Parts & Equipment Wholesale	275
Fairhaven Senior Services	Residential Care	270
Toppers Pizza Inc HQ	Restaurant Management	200
Coldspring Egg Farm Inc	Livestock & Animal Production	160
Productive Living Systems Inc	Individual & Family Social Services	144
Provisur Technologies	Food Processing Equipment & Supplies Mfg	130
Weiler and Company	Manufacturing Industries	125
Nelsons Bus Service Inc	Charter Bus Transportation Services	125
Schenck Process Inc	Manufacturing Industries	120
Wisconsin Innovation Service	Research & Development Laboratories	107

Data Source: DataVu.

**Mid-sized Private Sector Employer**

Generac Power Systems, a large manufacturer of generators, employs approximately 850.

**Entrepreneurship**

The Whitewater Innovation Center, located in the Technology Park, serves the entrepreneurial community with support from the university and larger state entrepreneurial ecosystem. The building opened in 2011 and with support from the city, the community development authority, and the university, the Innovation Center provides workspace, coaching and programming to nurture start-up businesses in their growth trajectory. As of November of 2025, the vacancy rate of the building is approximately 10%. This is a healthy vacancy rate for a commercial building, as space is potentially available for new businesses when they are ready to move in.

**Largest Employer**

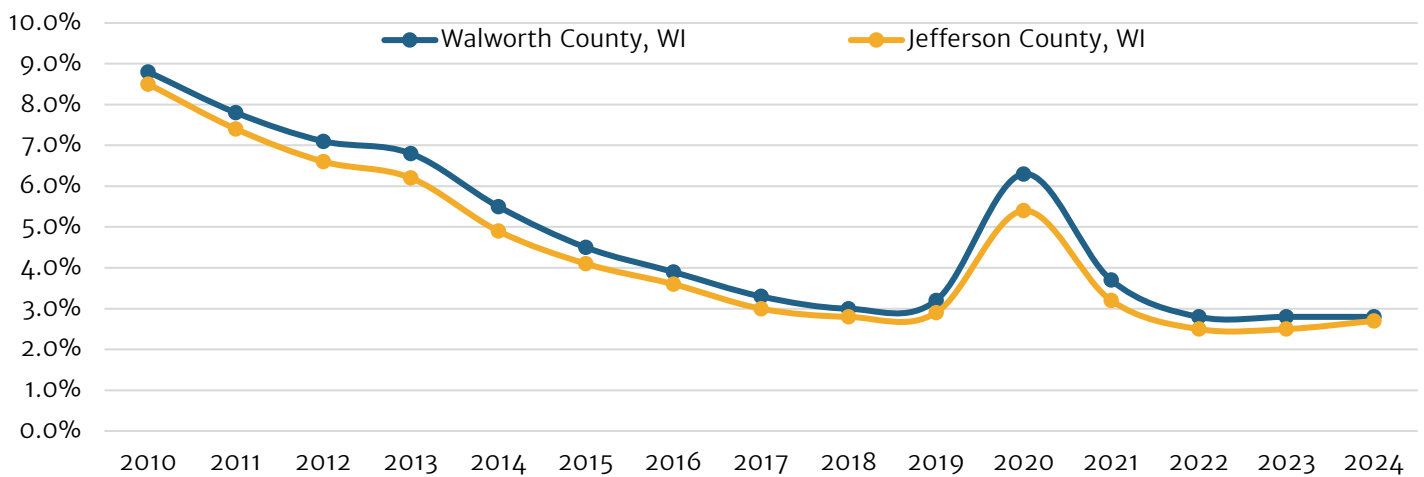
The university campus employs more than 2,000 people, including students.

**Labor force Analysis and Trends**

**Unemployment Rate Trends**

As the economy recovered following the Great Recession, the unemployment rate in both Jefferson and Walworth County began to fall slowly at first and then more rapidly until bottoming out in 2018 to 2019. While the COVID-19 pandemic increased unemployment for a time in 2020, the elevated rate reached what has traditionally been perceived as a healthy rate (6%). By 2021, the rate dropped to its pre-pandemic levels indicating a tight labor market once again (Figure 18).

Figure 18. County Unemployment Rate (2010-2024)



Data Source: Bureau of Labor Statistics, Local Area Unemployment Statistics.

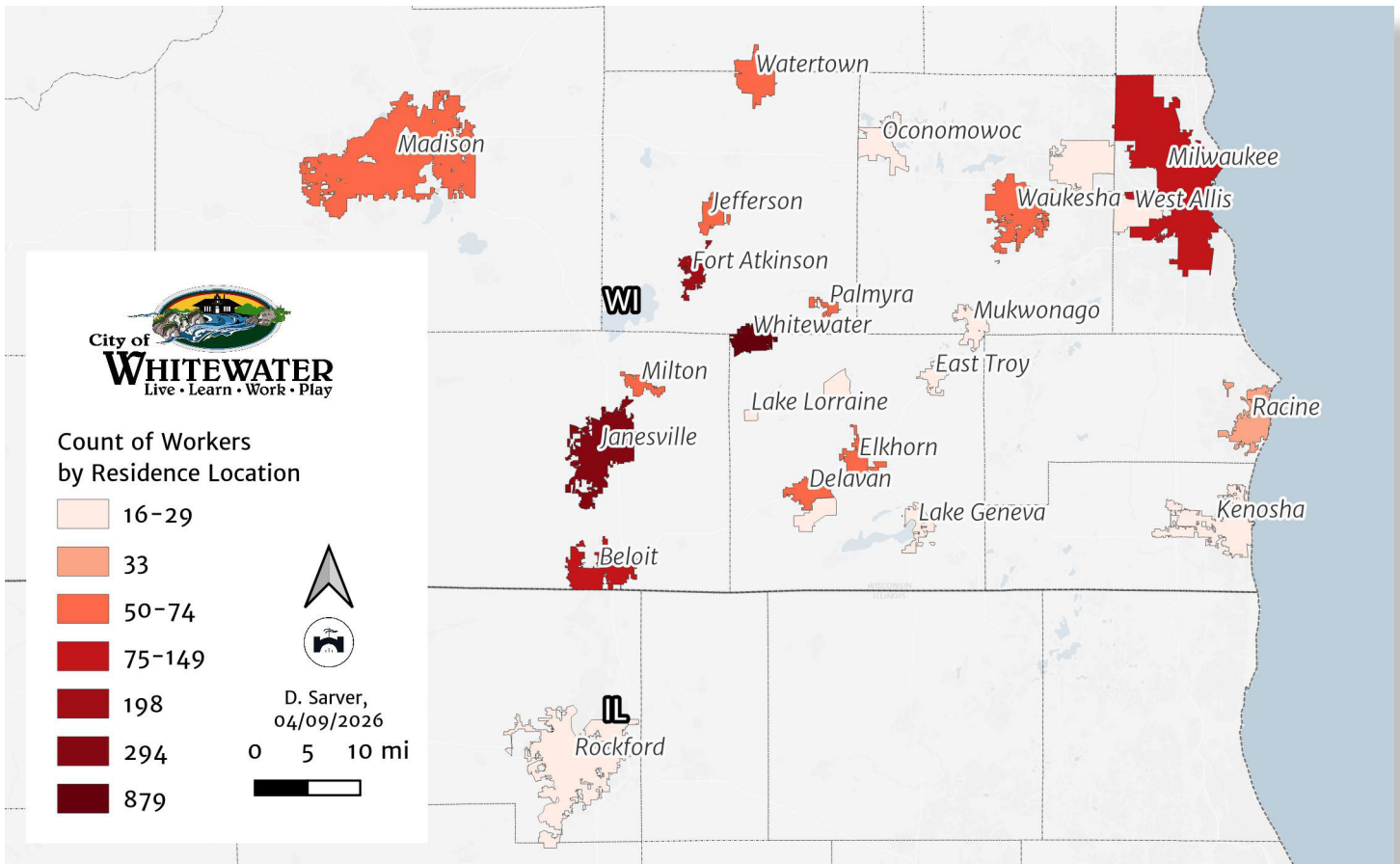
**Commuting Characteristics**

Of the 4,328 people employed in Whitewater 3,449 commute from other locations (Figure 17). Map 2 illustrates how many people come from the top 25 locations for work in Whitewater. Of the 4,872 Whitewater residents that were employed in 2022, nearly 4,000 commuted out of the city for work (Map 3). Only 879 people both live and work in Whitewater. Therefore, Whitewater is a net exporter of labor.

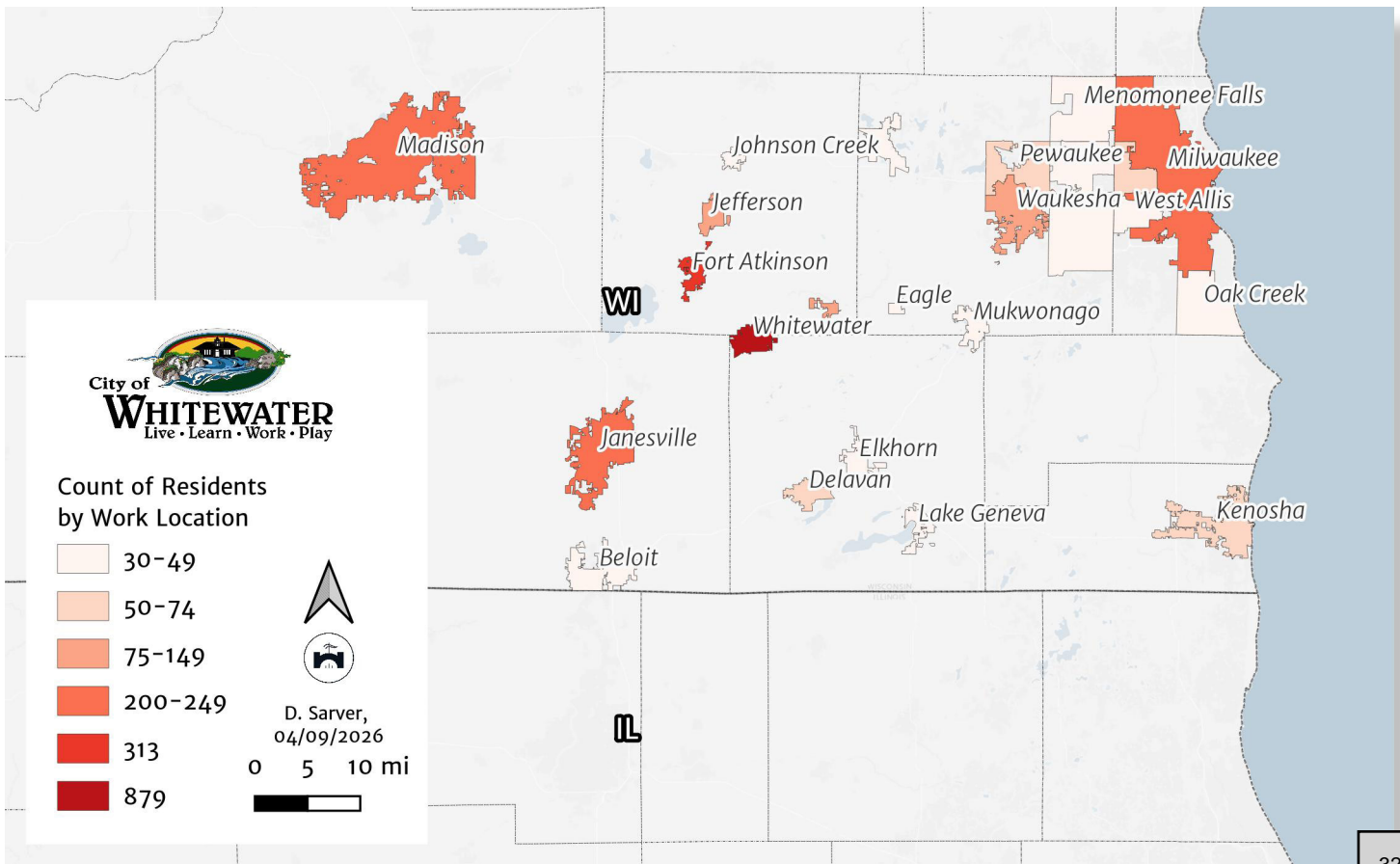
Figure 19. Inflow-Outflow of workers who live or work in Whitewater, WI.



Data Source: Census On the Map Work Area Profile Analysis, Workers Employed in Whitewater.



Map 3. Top 25 Places Whitewater Residents Work



### Workforce by Age

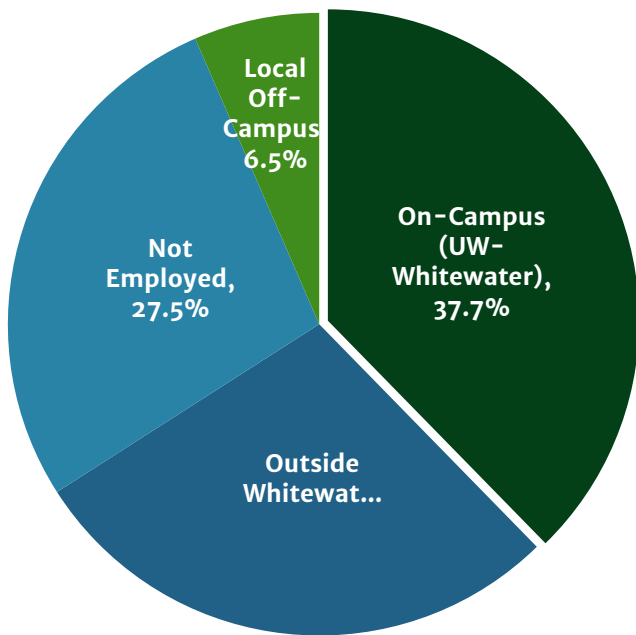
According to OnTheMap, in 2022, there were 4,328 private primary jobs in Whitewater. Of those jobs, nearly 23% of employees were age 55 or older (i.e., approaching retirement), 45% were age 30-54, and 32% age 29 or younger (Figure 20). Decision makers will want to consider methods for retaining the existing younger labor force, while also considering pathways for the more experienced members of the labor market to continue to contribute to their respective industries.

### Student Labor

To understand how the student body interacts with the local Whitewater labor market, we analyzed specific employment-related questions from the student survey and cross-referenced those results against the macro-economic findings from the Census. The goal was to quantify the student contribution to the city's overall labor pool and measure their impact on the city's commuter trends.

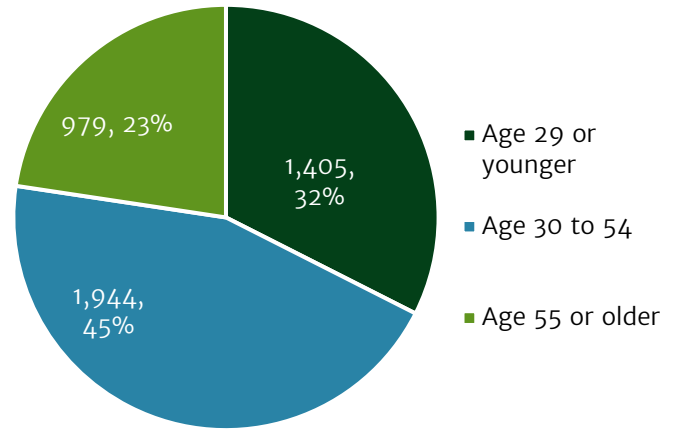
Students were asked "Are you currently employed (paid work) during the academic term?" More than 37% of students work on campus while 28.5% work outside of Whitewater. Local businesses capture 6.5% of students (Figure 21). With a weighted estimate from the student body, this equates to around 3,100 students who are actively working outside of Whitewater. This could be due to a lack of competitive jobs for part time students. "Retail Trade" and "Accommodation & Food Services" are significant industries in Whitewater. These industries traditionally rely heavily on part-time labor which is a dominant segment of the working student population. Approximately 75% indicated that they work less than 20 hours per week (Figure 22).

Figure 21. Student Employment by Location



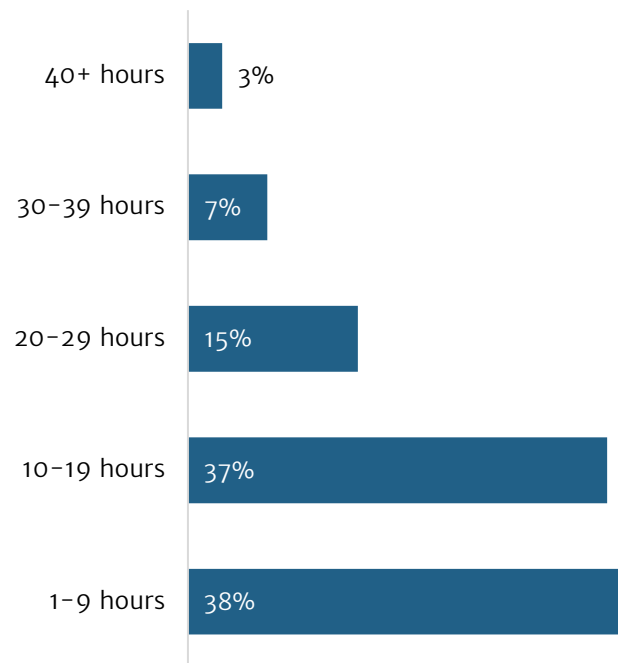
Data Source: Redevelopment Resources.

Figure 20: Jobs by Worker Age



Data Source: Census On the Map Work Area Profile Analysis, Workers Employed in Whitewater.

Figure 22. Average Weekly Hours Worked by Students



## Student Spending

During the 2024–2025 academic year, more than 11,700 students were enrolled in courses offered by University of Wisconsin–Whitewater (UW–Whitewater). Data obtained from student survey responses was weighted to measure the spending power of University of Wisconsin–Whitewater students.

Approximately \$38.3M is spent on off-campus housing annually (Figure 23) in Whitewater. The second largest spending category is grocery (\$17.1M). Of students surveyed, more than 63% buy their groceries in Whitewater (Q17 in Appendix A). The third largest category, Night Extras, includes drinks, covers, rides, Greek life events, and event tickets. Students spend approximately \$14.5M annually in this category.

Figure 24 compares student spending to the resident population as a whole. Key takeaways:

- more than 40% of spending on housing is spent by students
- more than 46% of spending on food is spent by students
- approximately 90% of spending on entertainment is spent by students

Figure 23. Annual Consumer Spending by Student Segment

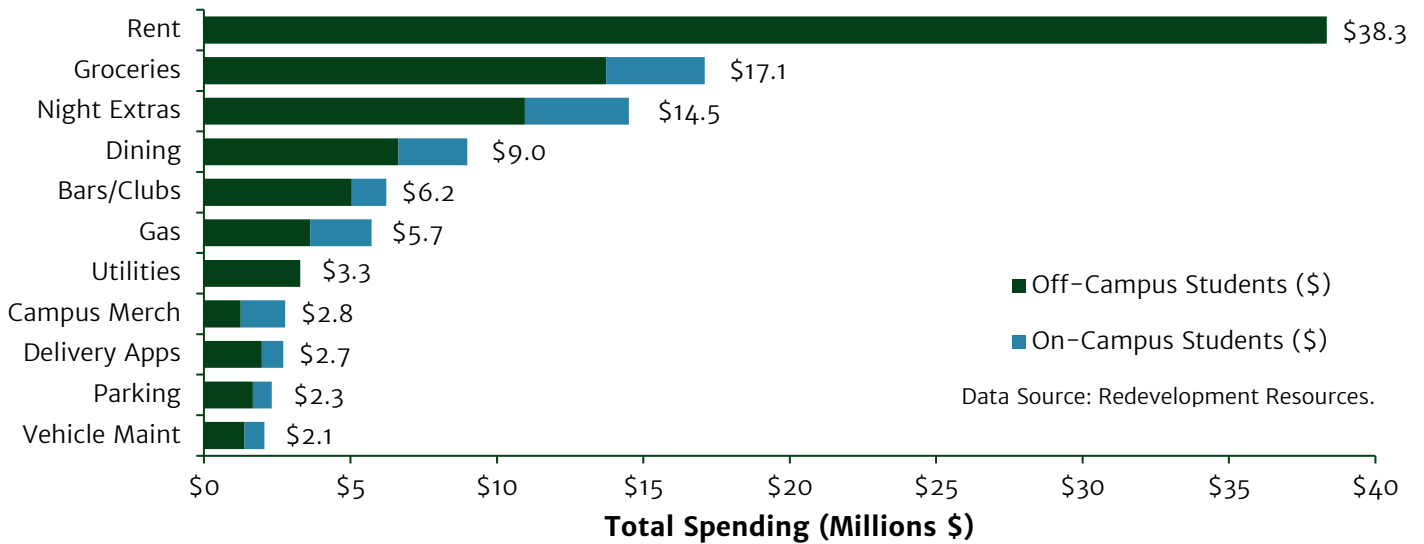
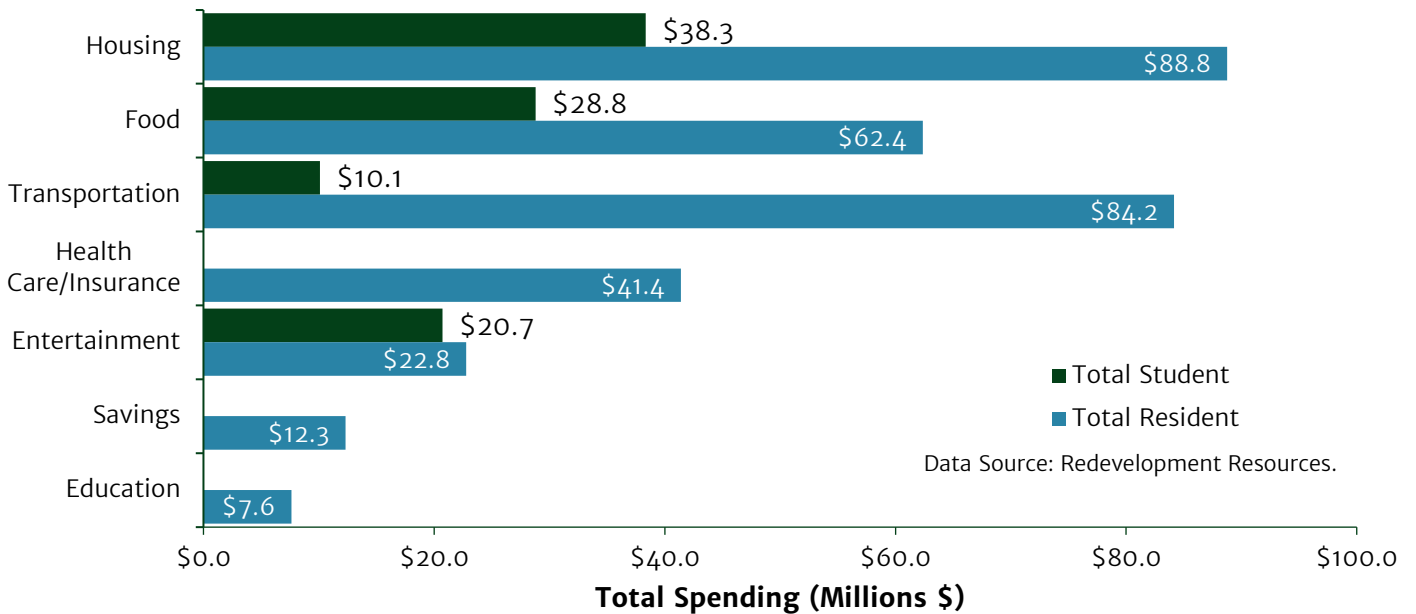


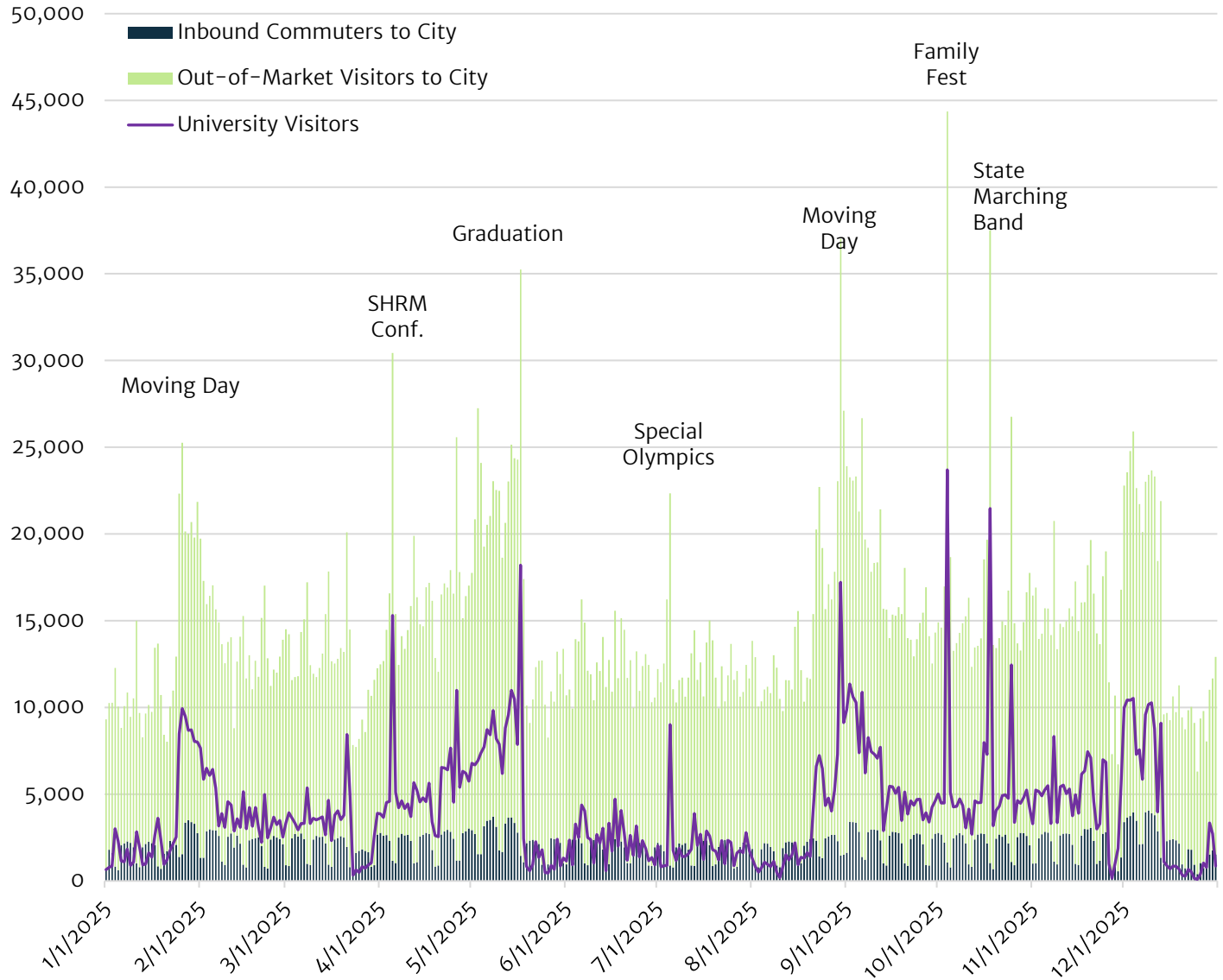
Figure 24. Student Spending vs. Resident Spending



# Tourism

The university draws visiting families of students, prospective students, and events such as graduation, conferences and the Special Olympics Summer Games. The following chart identifies non-resident employees to the city (in-bound commuters), out-of-market visitors (not employees or residents) to the city, as well as visits to the university campus. Events that draw the biggest number of visits are also identified.

Figure 25. Visit Trends to the University of Wisconsin-Whitewater (2025)



Data Source: Placer.ai.

Many of these visits convert to overnight stays, local spending and tax revenue. There is an 8% Room Tax on overnight lodging in the city. The local businesses keep 2% of the total tax collected. The remaining is split 70/30 with 70% of the remaining tax collections are paid to the Whitewater Tourism Council to promote local tourism as required under state statute. The remaining 30% of collections are retained by the General Fund to support municipal services. In 2024, the city collected \$229,115 in room tax dollars which is down 4.1% over the previous year. (The 2025 report isn't due until May 1, 2026.)

## Property Tax Base

In terms of overall value, the R-2 zoning district is the largest contributor to the city's property tax base, but it is also the second largest in terms of area. To compare each district, it is best to observe the value produced per acre. In this context, the B-1A Community Business district, while small, is the heavy hitter contributing \$1,391,000 per acre. The B-2 and R-3A districts are runners-up (Table 2).

Table 2. Estimated Market Value per Zoning District

Code	Zoning	Estimated Fair Market Value	GIS Acres	Est. FMV/Acre
AT	Agricultural Transition	\$2,458,500	1542.2	\$2,000
B-1	Community Business	\$59,247,600	155.8	\$380,000
B-1A	Community Business	\$21,366,500	15.4	\$1,391,000
B-2	Central Business	\$37,841,300	29.4	\$1,289,000
B-2A	Central Business	\$627,400	1.5	\$424,000
B-2A/R-2	One & Two Family Residence	\$1,405,500	1.9	\$736,000
B-3	Highway Commercial & Light Industrial	\$36,546,600	157.6	\$232,000
I	Institutional	\$5,156,900	425.1	\$12,000
M-1	General Manufacturing	\$81,557,200	496.3	\$164,000
M-2	Manufacturing & Misc. Use	\$0	49.5	\$0
PCD	Planned Community Development	\$80,160,000	194.4	\$412,000
R-0	One Family Residence	\$55,032,700	49.8	\$1,104,000
R-1	One Family Residence	\$113,768,900	253.8	\$448,000
R-1x	One Family Residence	\$17,955,900	34.1	\$527,000
R-2	One & Two Family Residence	\$309,100,000	978.8	\$316,000
R-3	Multi-family Residence	\$167,885,400	345.5	\$486,000
R-3A	Multi-family Residence	\$34,701,800	28.0	\$1,239,000
R-4	Mobile Home	\$7,611,100	65.9	\$115,000
TP	Technology Park	\$2,869,300	80.0	\$36,000
ROW	Right-of-Way	\$0	906.4	\$0
(blank)	(blank)	\$0	39.5	\$0
		<b>\$1,035,292,600</b>	<b>5,851.0</b>	<b>\$177,000</b>



This economic base analysis demonstrates that Whitewater is a growing and resilient community with a distinct economic structure shaped by its role as a university city. Population growth has exceeded that of surrounding jurisdictions in recent years, reinforcing Whitewater's regional importance. At the same time, the city's demographic profile, particularly its younger population and high share of single-person households, creates economic patterns that differ from peer communities and require tailored policy responses.

Whitewater's employment base benefits from diversity, with strengths in manufacturing, education, and service industries. Major employers provide stability, yet many of the largest employment sectors offer relatively low wages, and a significant share of residents commute outside the city for work. This pattern positions Whitewater as a net exporter of labor and highlights opportunities to strengthen local job creation, attract higher-wage industries, and better align workforce development with employer needs. The presence of the university and the Whitewater Innovation Center offer a foundation for entrepreneurship, talent retention, and knowledge-based economic growth.

From a fiscal perspective, higher-value commercial and mixed-use districts generate substantially more value per acre than lower-density or institutional uses, emphasizing the importance of land use efficiency. Redevelopment, infill, and strategic zoning will support municipal finances and service delivery.

Overall, Whitewater is well-positioned, but intentional coordination between housing policy, workforce development, land use planning, and economic development will be essential. By building on its existing strengths while addressing challenges, Whitewater can translate continued growth into long-term economic vitality, fiscal sustainability, and an improved quality of life for residents.



### STUDENT SURVEY

This quick survey will be used to estimate the economic impact that students have on the city of Whitewater. Your input is private and will help city leaders be informed and make better decisions about public investments. Feel free to answer honestly about your spending habits and rest assured that your answers will be private. By completing the entire survey, you will secure a chance to win a \$250 gift card!

<https://www.surveymonkey.com/r/UWW>



## APPENDIX A: STUDENT SURVEY

*UW-Whitewater*

### STUDENTS

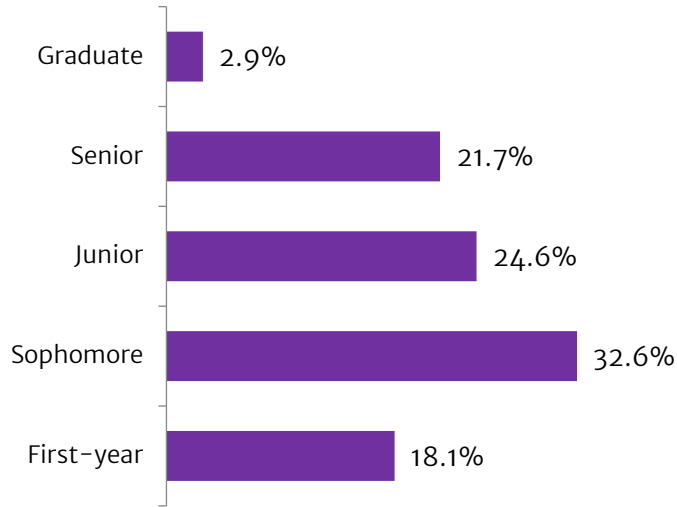
Take the City of Whitewater's Economic Development Survey to Enter to Win a . . .



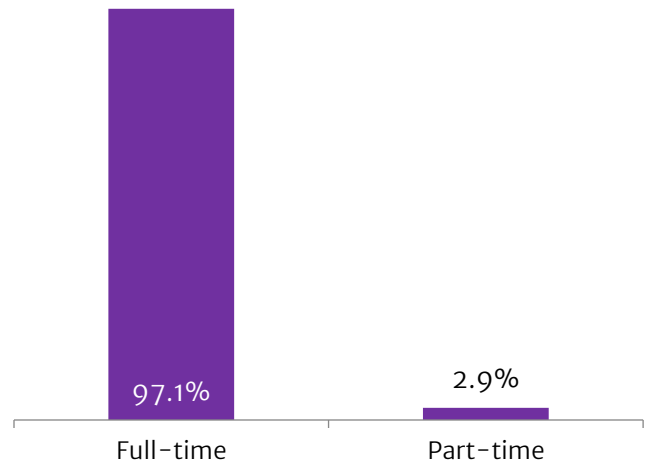
~~250~~  
**\$100 VISA GIFT CARD**



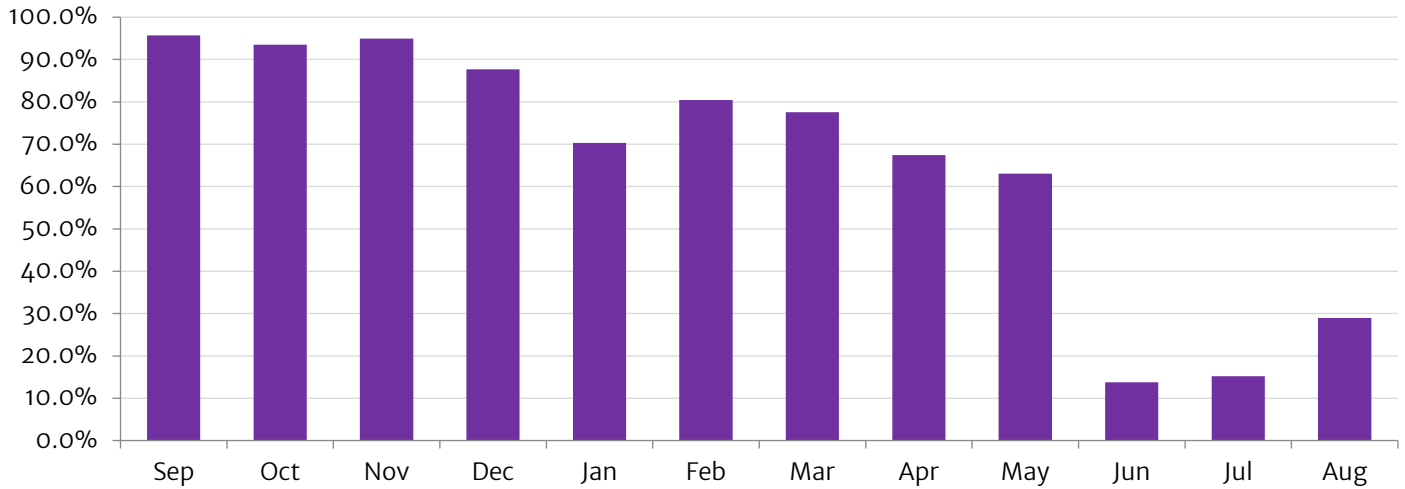
Q3: Please indicate your class level:



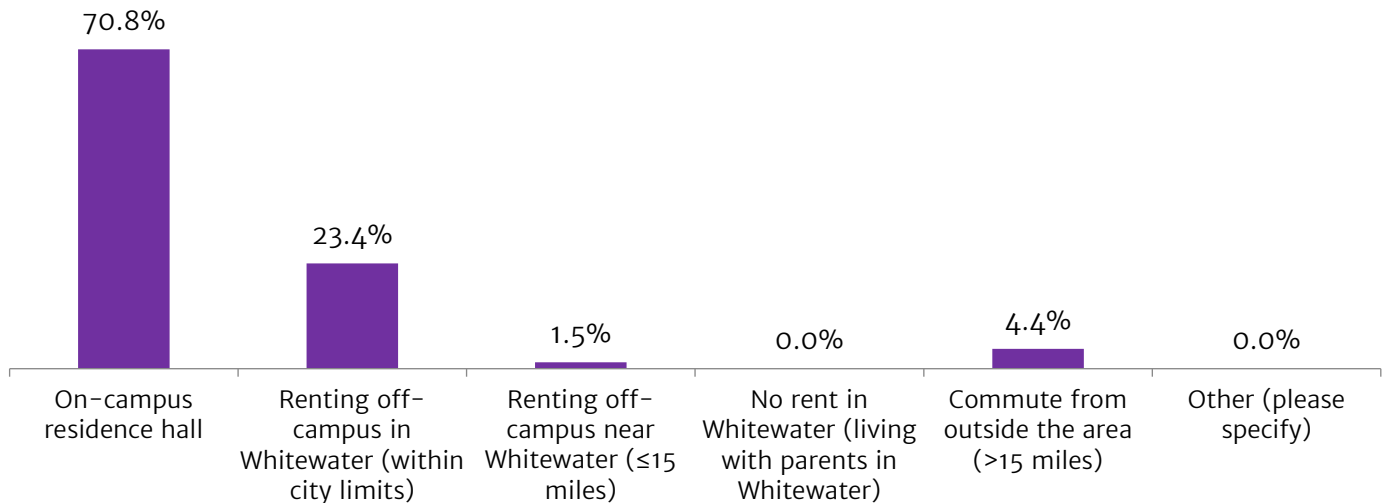
Q4: What is your enrollment load? (12 credits or more per semester = full-time; Less than 12 credits per semester = part-time) Item 4.



Q5: In the last year, which months were you physically in Whitwater? (Check all that apply.)

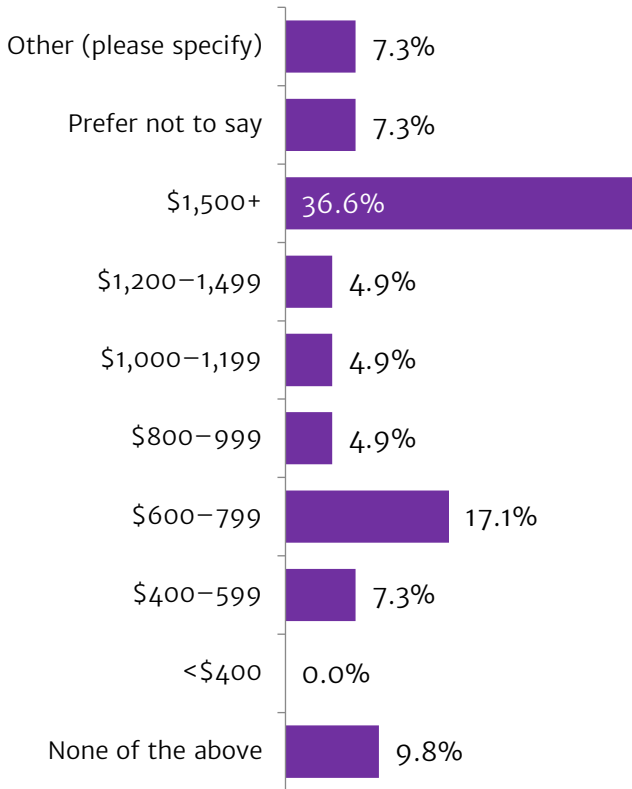


Q6: During the current academic term, where are you primarily living?

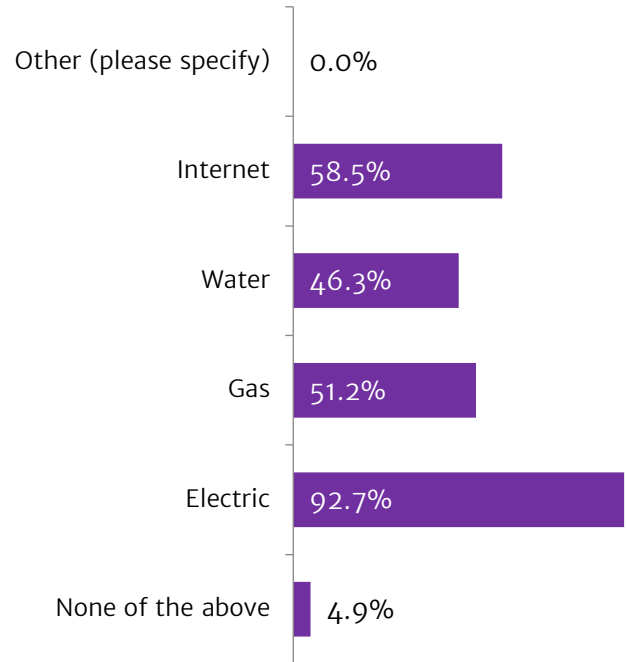


Students that responded "On-campus residence hall" were then asked Q10. All other responses were asked questions 7 and 8.

Q7: What is the total rent for your unit (exclude utilities/parking)? If rent is per person, what is the sum total?

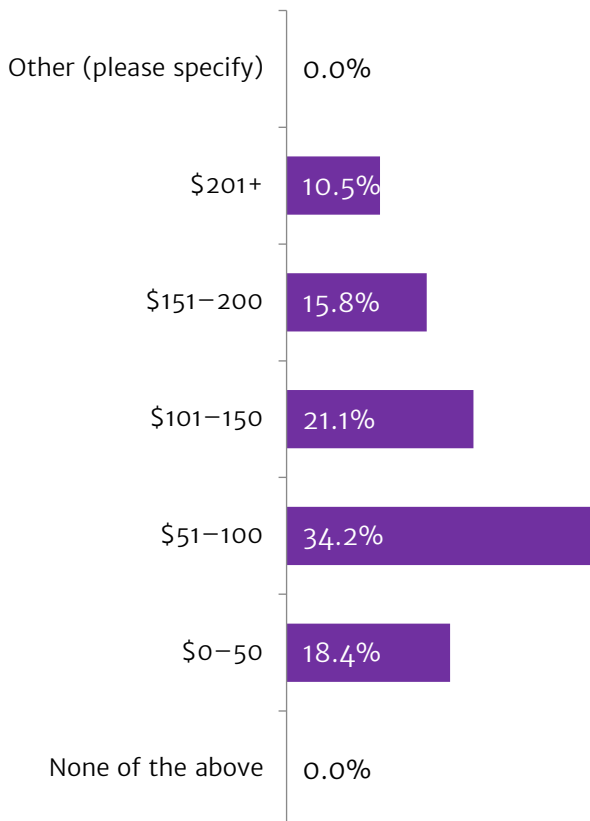


Q8: Do you (or your household) pay for any of the following utilities? (check all that apply) Item 4.

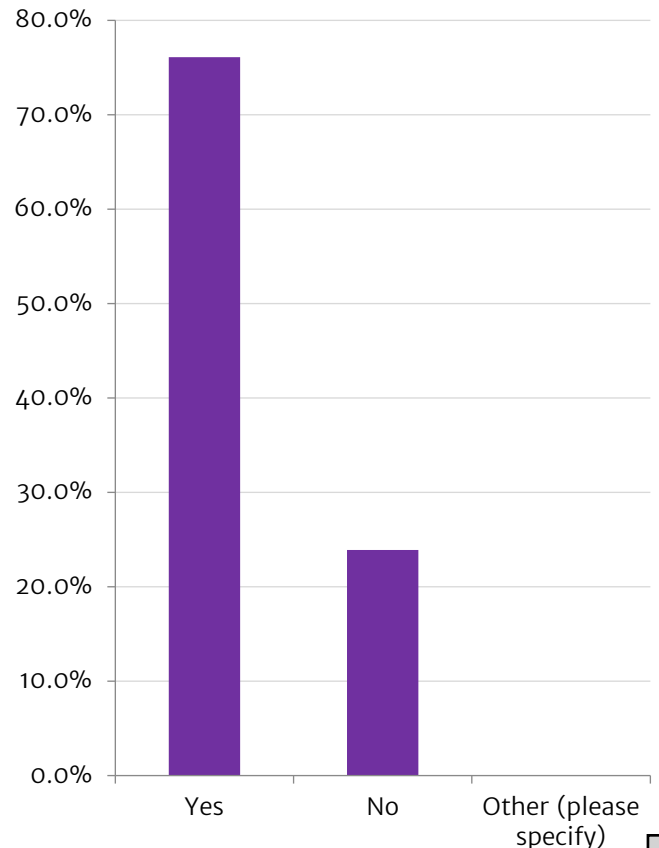


If the respondent answered “None of the above”, they were then asked question 10. All other respondents were asked question 9.

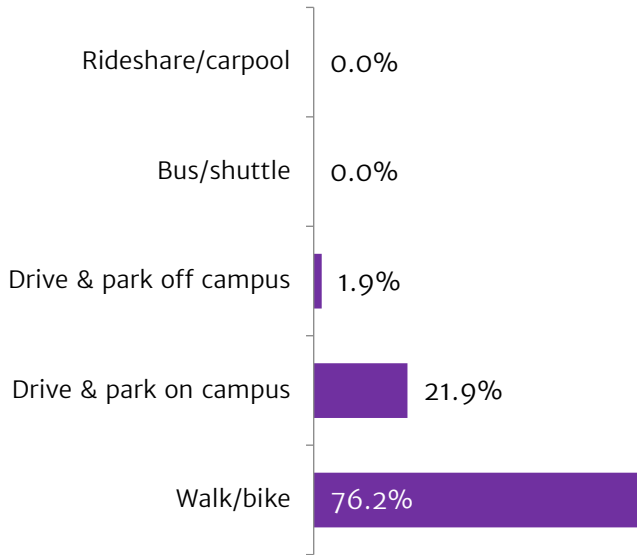
Q9: What is the total amount typically spent on these utilities per month?



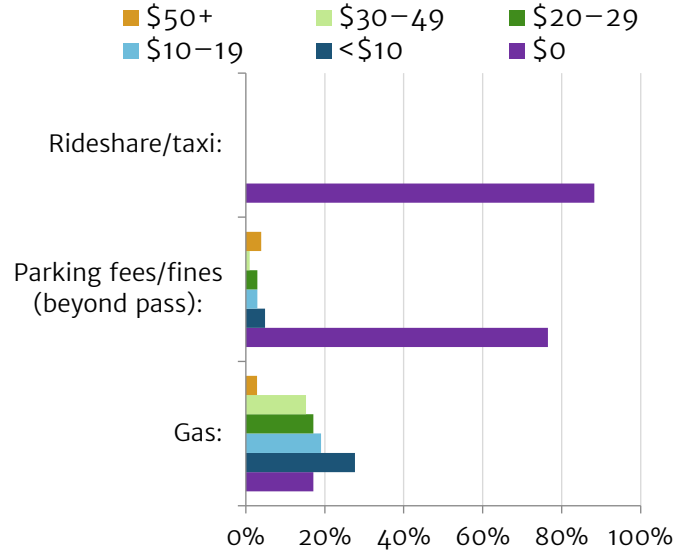
Q10: Do you have a car in Whitewater during the academic term?



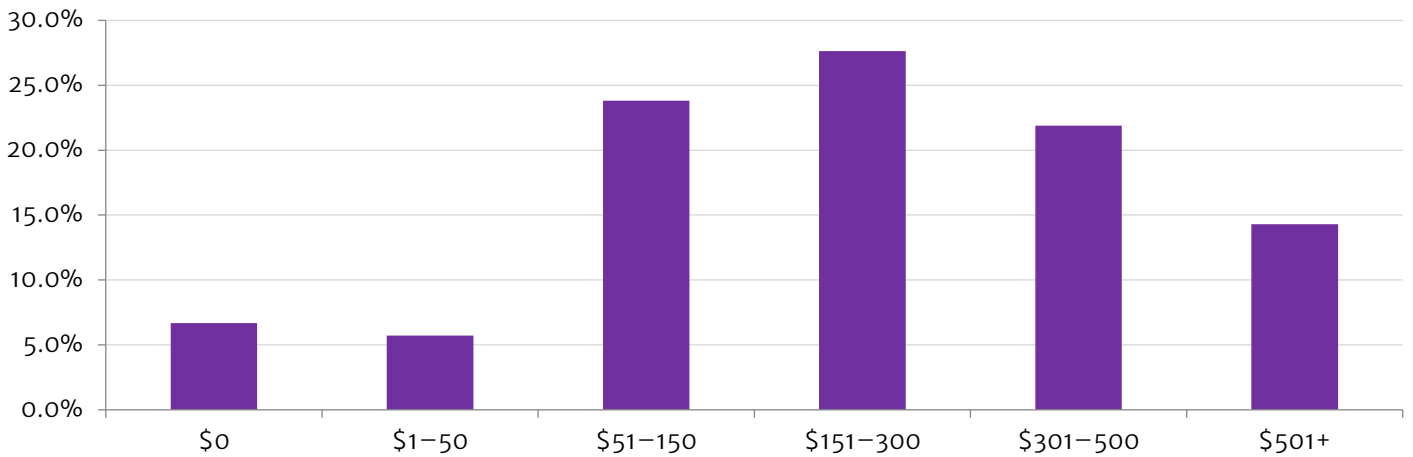
Q11: How do you usually get to campus (most days)?



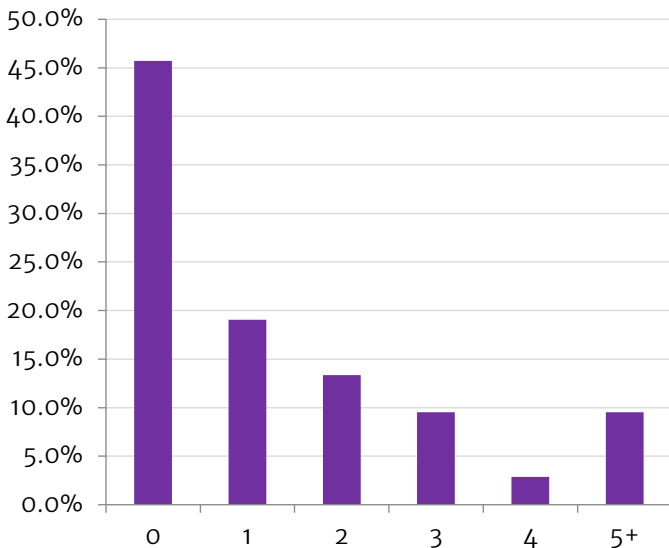
Q12: Please indicate your share of weekly transportation spending in/around Whitewater:



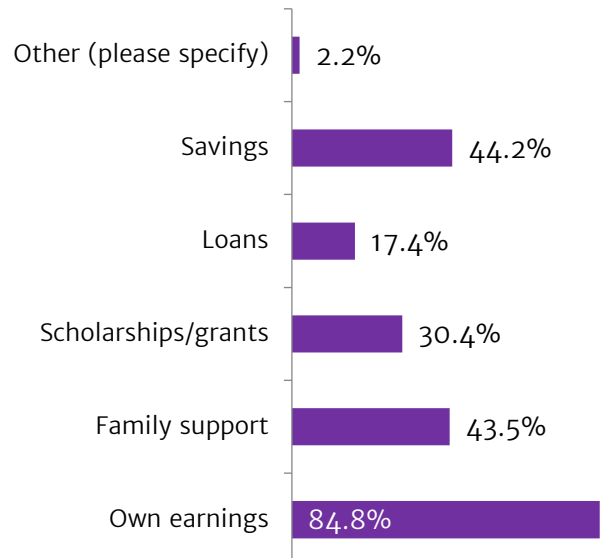
Q13: How much do you spend on vehicle maintenance yearly?



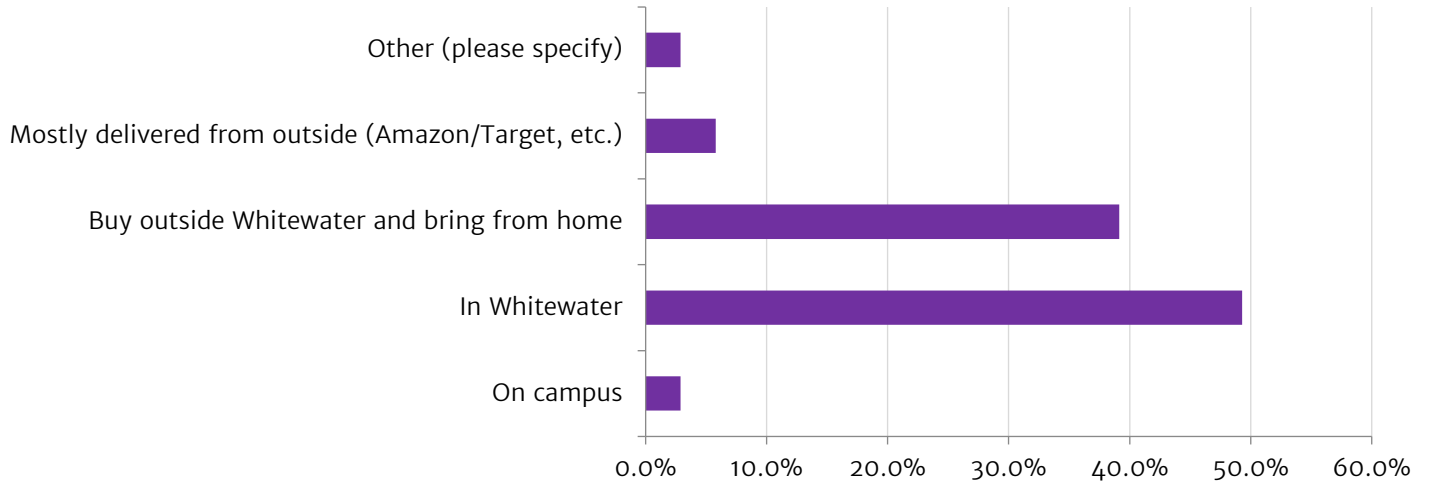
Q14: How many nights per week do you sleep outside Whitewater during the academic term?



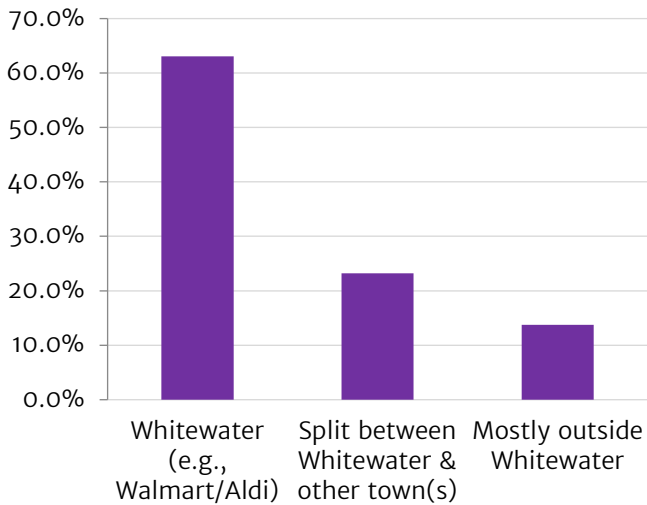
Q15: What are your main sources of income for day-to-day expenses? (check all that apply)



Q16: Where do you usually get household supplies (cleaning, toiletries)?



Q17: Where do you primarily purchase groceries?

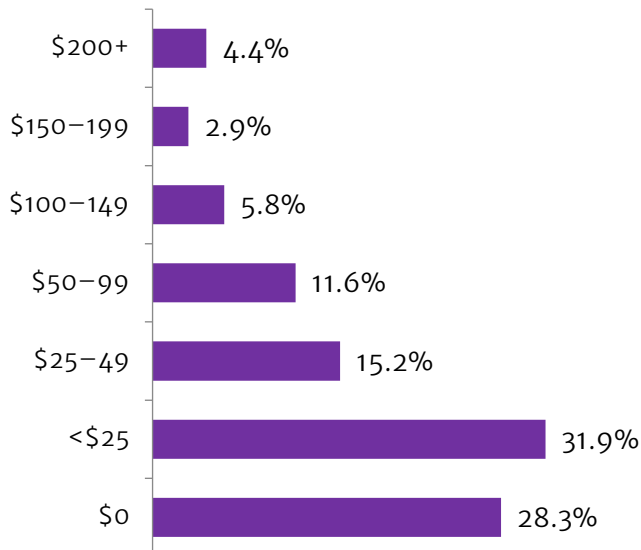


If respondents selected “Split between Whitewater & other town(s)”, they were then asked to elaborate in question 18. All others were moved on to question 19 regarding campus spending.

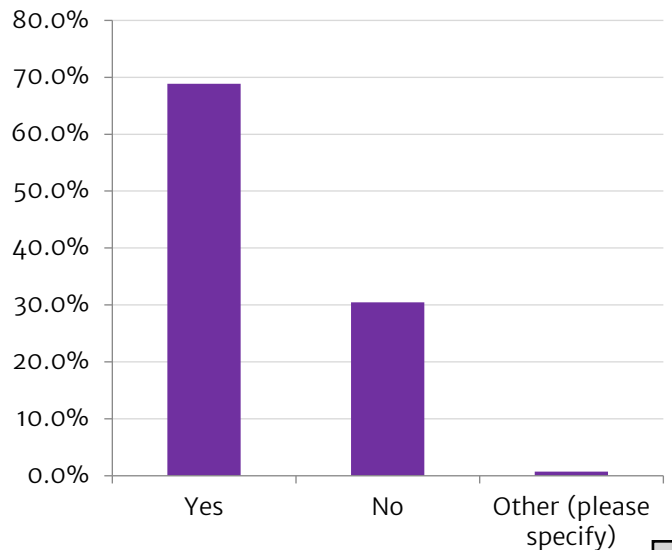
Q18: Please elaborate on the community or communities you purchase groceries in.

Of the 28 students that responded to this question, Janesville was the dominant response, followed by Whitewater, and a few mentions of Fort Atkinson, Madison, and Chicago.

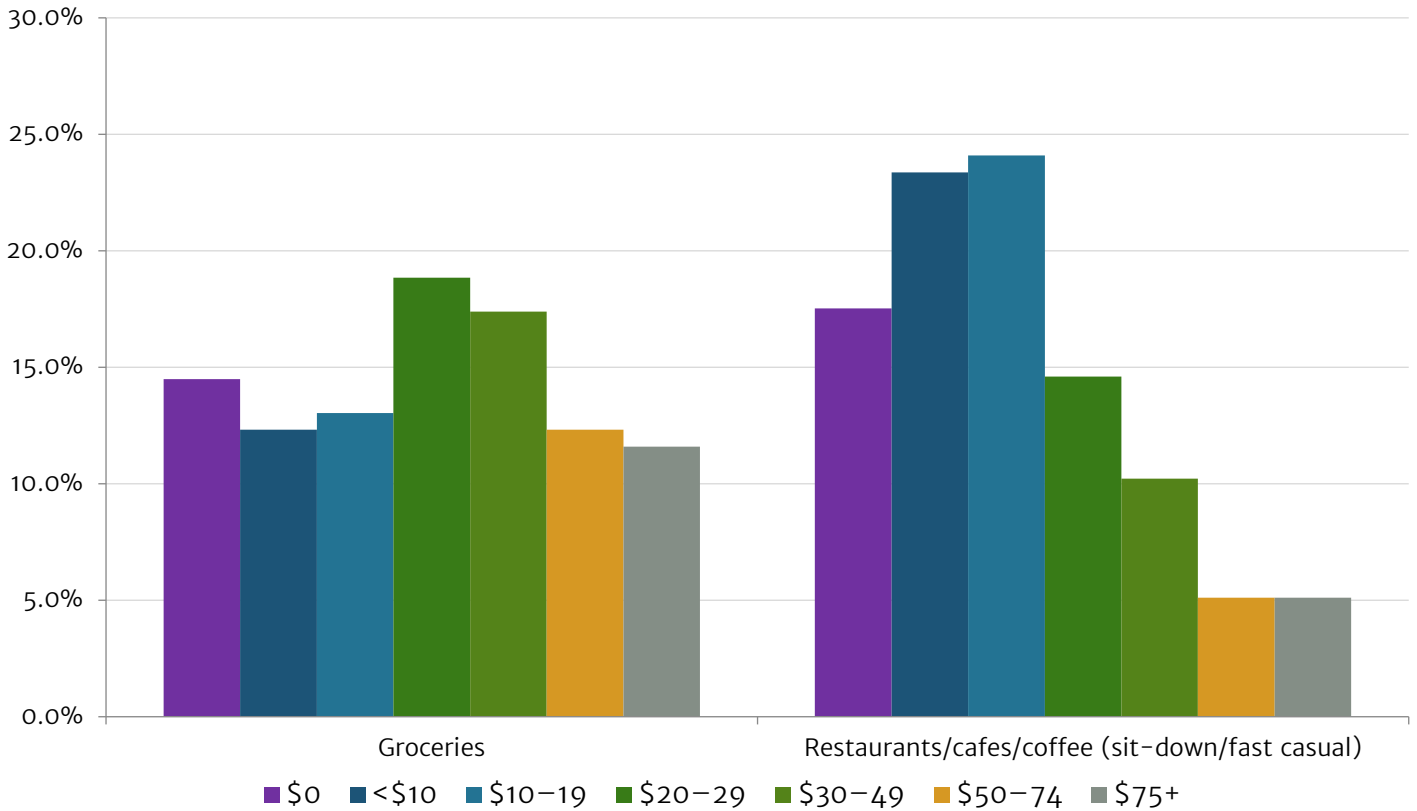
Q19: In a typical school month, how much do you spend with campus merchants (dining halls, cafés, bookstore)?



Q20: Do you have a meal plan?

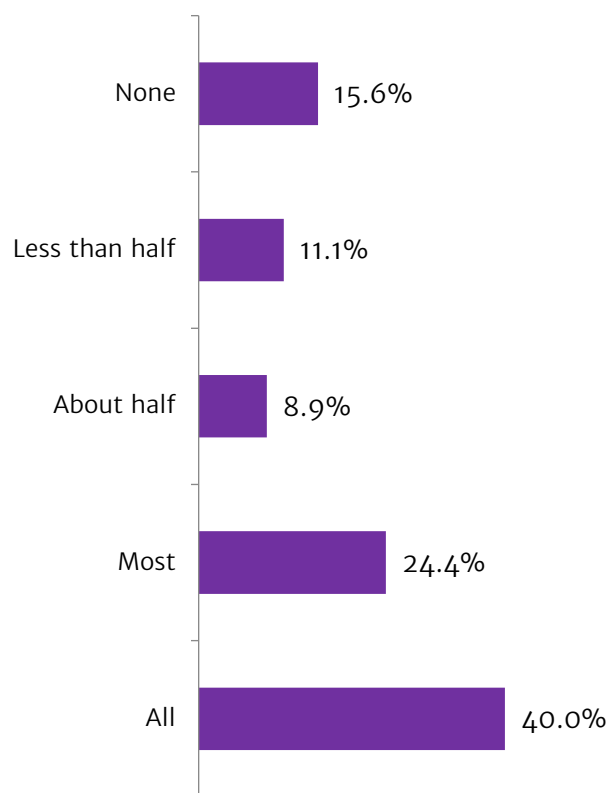
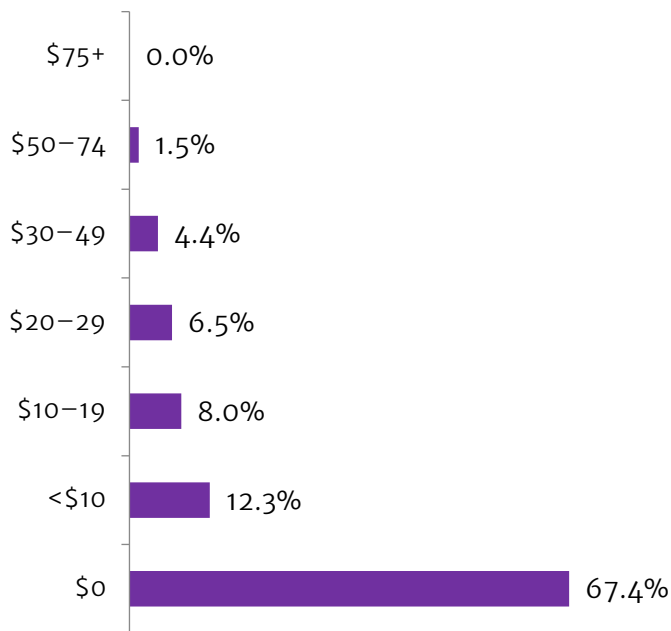


Q21: During the academic year (Sept.-May), how much do you spend per week (on average) in the following categories in Whitwater businesses?



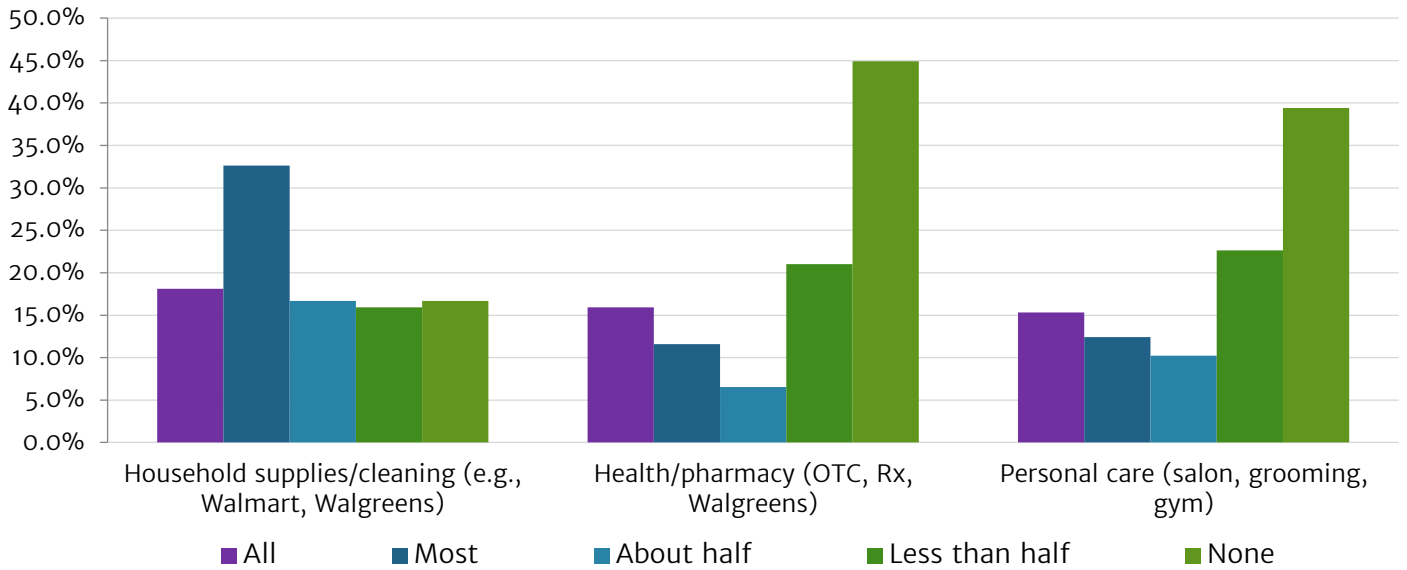
Q22: During the academic year (Sept.-May), how much do you spend per week (on average) on delivery apps such as DoorDash, UberEats, etc.?

Q23: What percent of delivery orders are from Whitwater restaurants?

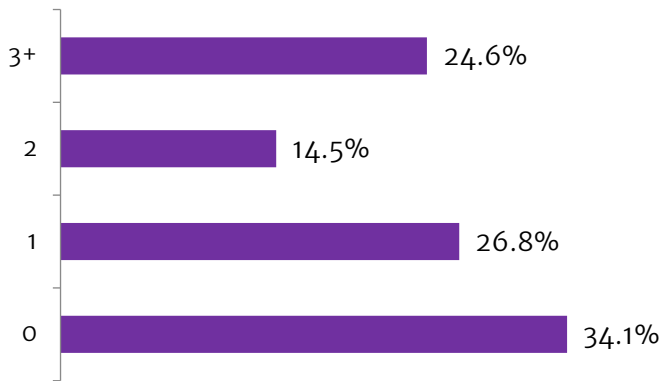


If the student selected \$0, they were then asked to indicate the percentage of their spending by category in Whitwater businesses (question 24). All others were asked question 23.

Q24: What percent of are from Whitewater businesses?

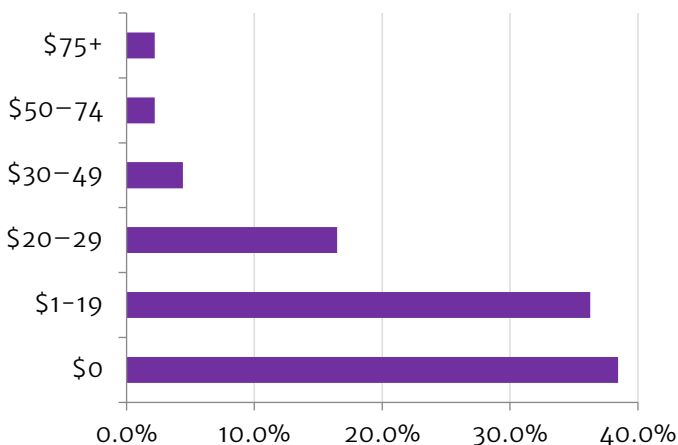


Q25: How many nights out do you spend in Whitewater per week during the school year?

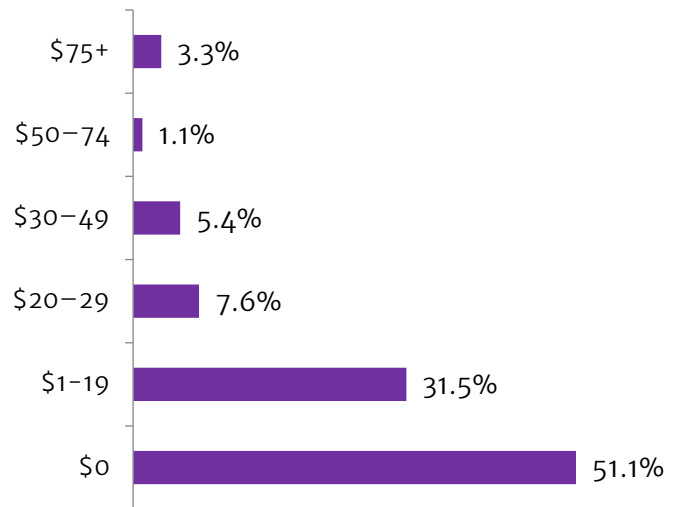


If "0" was selected, the respondent was moved on to employment question #28. All others were asked questions 26-27.

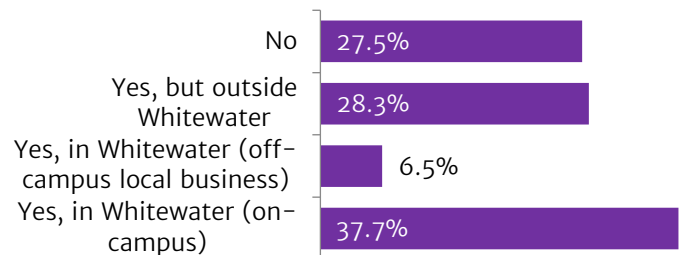
Q27: During the school year, how much do you spend on average per night out on drinks, cover, rides, etc.?



Q26: During the school year, what is your average weekly spending on bars/clubs/Greek life events tickets/covers?



Q28: Are you currently employed (paid work) during the academic term?

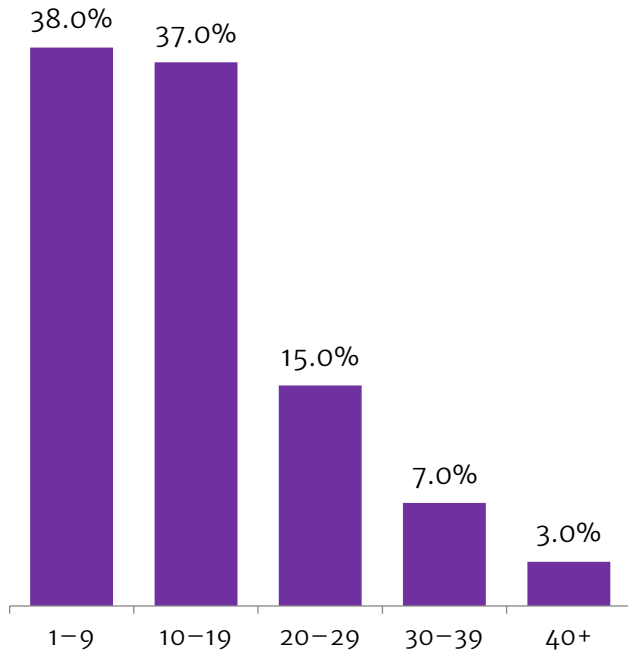


Those that answered that they work in Whitewater were asked to elaborate in question 29. Those that indicated that they work outside of Whitewater were moved on to question 30. Those that answered "No" were then asked question 33.

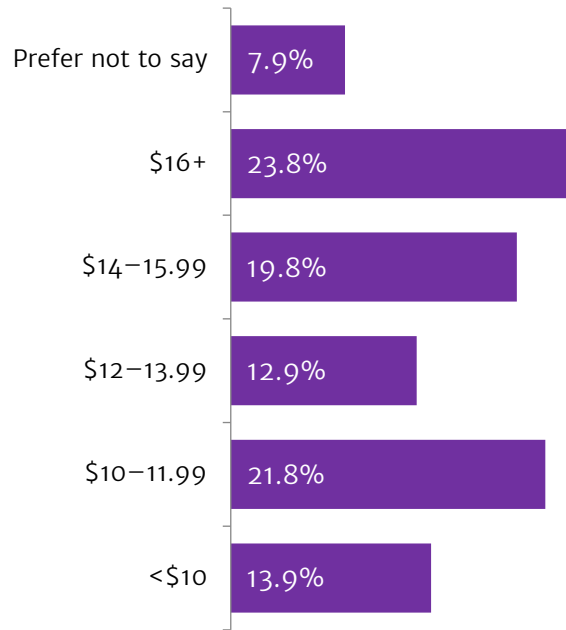
Q29: What business do you primarily work at?

Of the 61 students that indicated that they work in Whitewater, 56 students indicated that they work in various university departments, in student services, or at campus facilities. There were a few mentions of private sector businesses in retail or service jobs off-campus.

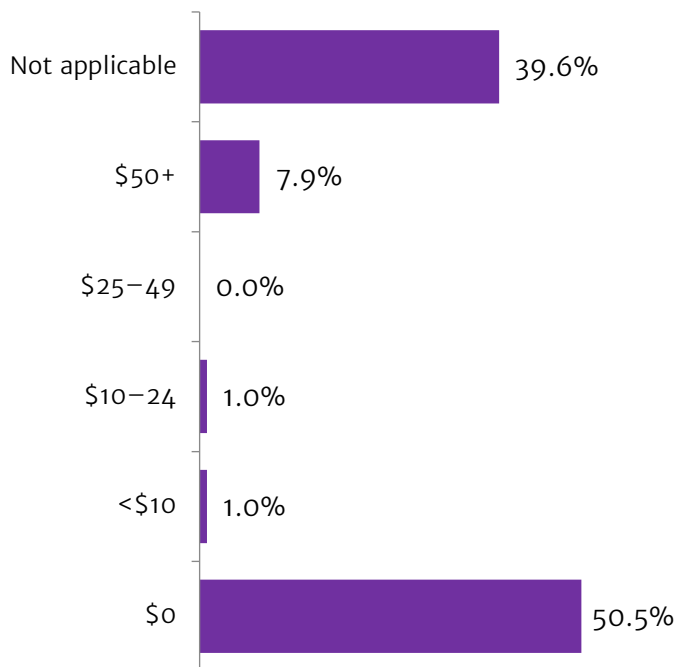
Q30: Average weekly work hours:



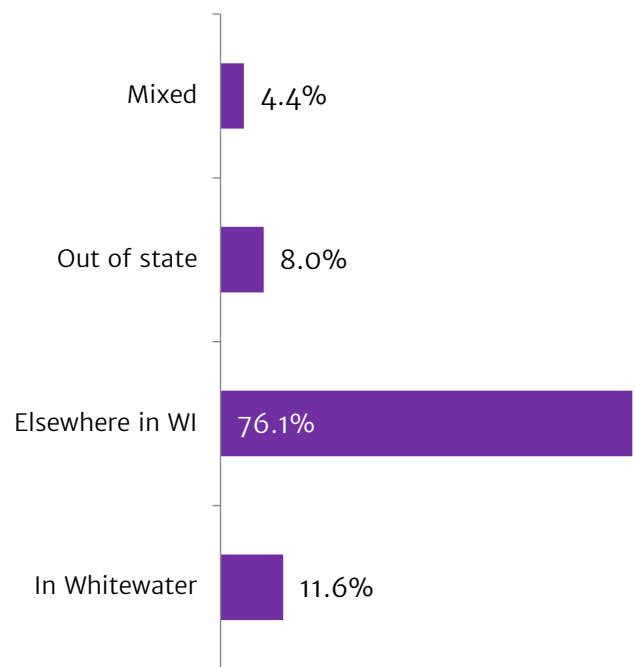
Q31: Hourly wage (before tips):



Q32: Weekly tips (if applicable):

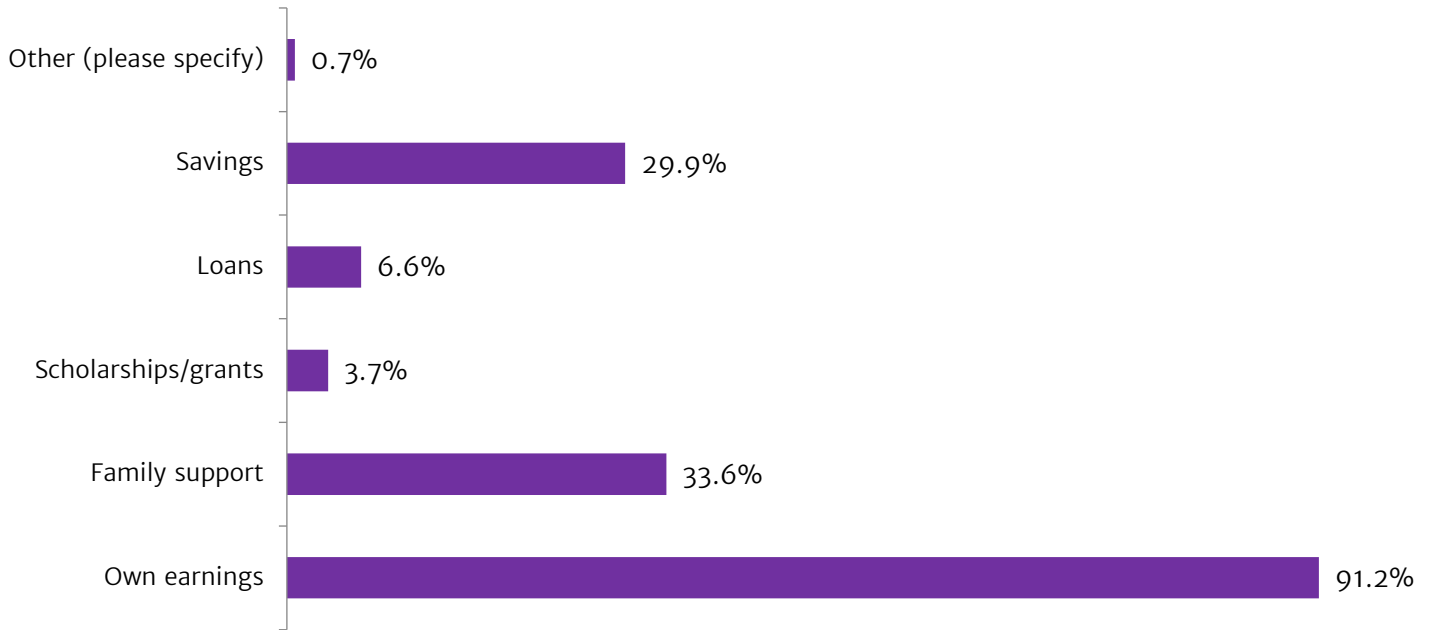


Q33: Where are you located most weeks during summer?



Q34: What are your main sources of income for summer expenses? (check all that apply)

Item 4.



Q35: What's one thing that would make you spend more locally in Whitewater?

Major themes in response to this question were:

1. More Variety (Most Dominant Theme)
2. Lower Prices / Affordability
3. Food & Dining Improvements
4. More Non-Drinking Activities
5. Community & Social Environment
6. Convenience & Accessibility (Businesses open more often)

Q36: Any comments about housing availability, quality, or pricing?

The housing experience is characterized by high cost, low perceived value, maintenance and service frustrations. There is distrust or frustration with landlords/property managers and basic amenities (like internet) are not meeting expectations, which is critical for students.



## APPENDIX B: METHODOLOGY

### **IMPLAN**

Implan data was not used because the data is built using an aggregation scheme below the county level. When the selection was initially pulled for review, it was determined that the data had too much fabrication or leakage from other parts of Walworth and Jefferson counties.

### **Property Tax Base**

Parcel data for the City of Whitewater was gleaned from the Wisconsin State Cartographer's Office and zoning codes applied based on the city's zoning map available on the city's website. The total land area within the city boundary is 5,851 acres. Land used as right-of-way (ROW) was calculated using the total land area less the sum of all the zoning districts.

### **Survey Statistical Significance (Confidence Interval of Survey):**

When applying a sample size of 138 against the total University of Wisconsin-Whitewater population of roughly 11,000 students, the survey yields a Margin of Error of  $\pm 8.3\%$  at a 95% Confidence Level.

### **Calculating Student Economic Impact**

To accurately measure the economic footprint of University of Wisconsin-Whitewater students, we processed the raw student survey data through a four-step scaling and projection model. The goal was to take individual survey responses and responsibly scale them up to represent the real-world financial impact of the entire student body.

**Step 1: Balancing the Sample (Demographic Weighting):** Because a voluntary survey rarely captures the exact demographic split of the real world perfectly, our first step is to "weight" the data.

- We know the true university population is roughly 11,000 students, divided into 4,000 students living on campus and 7,000 living off campus.
- We apply a mathematical weight to each survey respondent based on where they live. This ensures that when we calculate the totals, the voices of off-campus and on-campus students are balanced to perfectly match their actual 4k/7k representation in the real world.

**Step 2: Translating Survey Ranges into Standard Dollar Amounts:** To make the survey easy for students to take, spending questions were asked in ranges (e.g., “\$30–\$49 per week”). To calculate total economic impact, we must convert these ranges into hard numbers.

- Midpoint Math: We assign the midpoint of the range to represent the typical student in that bracket (e.g., “\$30–\$49” becomes \$39.50).
- Nightlife Calculation: For entertainment spending, we combined two questions. We took the “average spend per night out” and multiplied it by the “average nights out per week” to find total weekly entertainment spending. Additionally, students who answered that they spent 0 nights out in Whitewater received no further questions about spending.
- Calculating Cohort Averages: Once all responses were converted to exact dollar amounts, we calculated the average spending profile for an individual student living on campus, and compared it to the average spending profile of a student living off campus.

**Step 3: Adjusting for Shared Expenses:** Before scaling up to the whole population, we account for the fact that off-campus students usually share expenses.

- Roommate Divider: For monthly housing expenses like rent and utilities, we divided the reported household cost by 1.89 (the average number of roommates) to isolate the individual student’s financial contribution.
- Note: On-campus residence hall fees are excluded from the local “Rent” calculation, as those funds are paid directly to the university rather than injected into the off-campus Whitewater real estate market.
- Note: Students who live more than 15 miles away or with parents within Whitewater were excluded from the spending equation.

**Step 4: Scaling to Total Market Impact:** Finally, we take the adjusted individual averages and multiply them by the total student population over specific timeframes to find the total millions of dollars injected into the local economy.

- The Academic Year (September–May): We multiply weekly habits by 32 weeks, and monthly habits by 8 months. We apply this to the full population of 11,000 students.
- The Summer Session (June–August): We multiply weekly habits by 20 weeks, and monthly habits by 4 months. We adjust the population drastically down to reflect the students who actually stay in Whitewater over the summer (approximately 433 on-campus and 1,417 off-campus).
  - Estimating summer session The survey directly asked students: “Where are you located most weeks during summer?” Overall, 11.6% of respondents indicated they stay “In Whitewater,” while the vast majority selected “Elsewhere in WI” or “Out of state.”
    - We did not apply a flat 11.6% to the entire university. Because students renting off-campus are much more likely to have 12-month leases than those in residence halls, we cross-referenced the summer residents against their academic-year living situations.
    - By applying the demographic weights established in Step 1 to this specific group of students, we identified the exact retention rates for both segments:
      - On-Campus Retention: Approximately 10.8% of the 4,000 on-campus students stay in Whitewater over the summer. ( $4,000 \times 0.108 = 433$  students)
      - Off-Campus Retention: Approximately 20.2% of the 7,000 off-campus students stay in Whitewater over the summer. ( $7,000 \times 0.202 = 1,417$  students). By combining these two groups, we establish a total summer population of 1,850 students.

## Methodology: Labor Market and Employment Analysis

### Step 1: Segmenting Employment Location

To determine where students are supplying their labor, we analyzed the survey responses regarding employment status and physical work location during the academic term. We segmented the student body into four primary categories:

- Working on-campus (UW-Whitewater)
- Working off-campus at a local Whitewater business
- Working outside of Whitewater (commuting or remote)
- Not currently employed

### Step 2: Quantifying the Commuter Ratio:

We can see that Whitewater is a net exporter of labor from the Census data noting that out of 4,872 employed residents, nearly 4,000 commute outside the city for work. To determine the student body's role in this trend, we compared the survey's off-campus local workers against those working outside of Whitewater.

- By establishing the ratio between these two groups, we could accurately state the volume of "exported" student workers for every one student worker retained by a local business.

### Step 3: Assessing Labor Availability vs. Industry Needs

"Retail Trade" and "Accommodation & Food Services" are significant industries in Whitewater. These industries traditionally rely heavily on part-time labor.

- To assess the potential student labor pool for these sectors, we analyzed the survey data regarding average weekly work hours.
- We grouped respondents into part-time (working less than 20 hours per week) and full-time/heavy part-time brackets to identify the true size of the demographic uniquely suited for local retail and hospitality roles.

### Step 4: Synthesizing Macro and Micro Trends

- We contextualized the low local employment rate (6.5%) against the finding that major local industries often offer relatively low average wages (e.g., less than \$35,000 annually for retail).



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# Economic Base Analysis

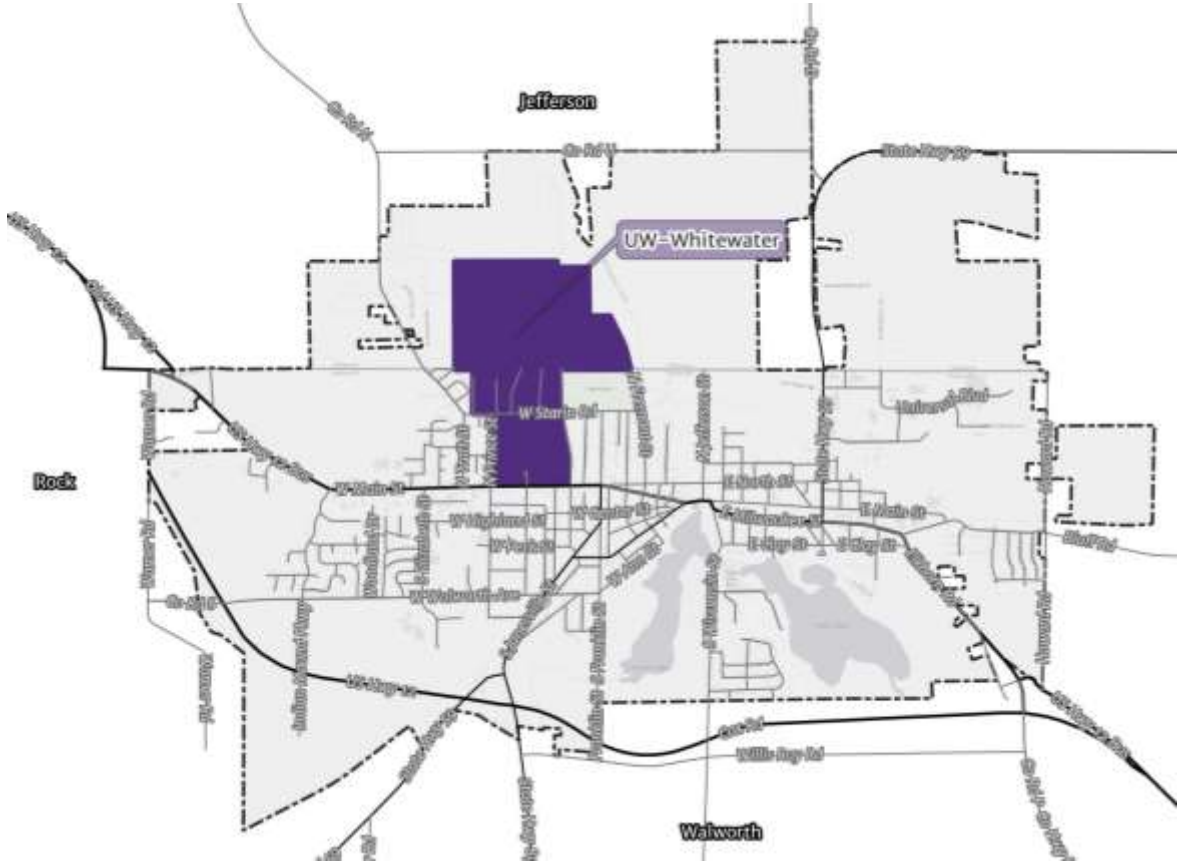
Community & Economic Development Authority



# Study Area & Comparisons

- Walworth County & Jefferson County
- Incorporated areas:
  - Delevan
  - East Troy
  - Elkhorn
  - Fort Atkinson
  - Johnson Creek
  - Lake Geneva
  - Lake Mills
  - Watertown
- Other Wisconsin communities with Wisconsin system universities
  - Menomonie\*
  - Platteville\*
  - Stevens Point\*

\*Not shown in Map.



# Project Scope

- Data Gathering & Analysis
- UW-Whitewater Student Survey
  - Non-randomized
  - Must be 18 years old or older and currently enrolled
  - 138 complete responses weighted to reflect whole student population



# Findings

A majority of residents and students work outside the city.

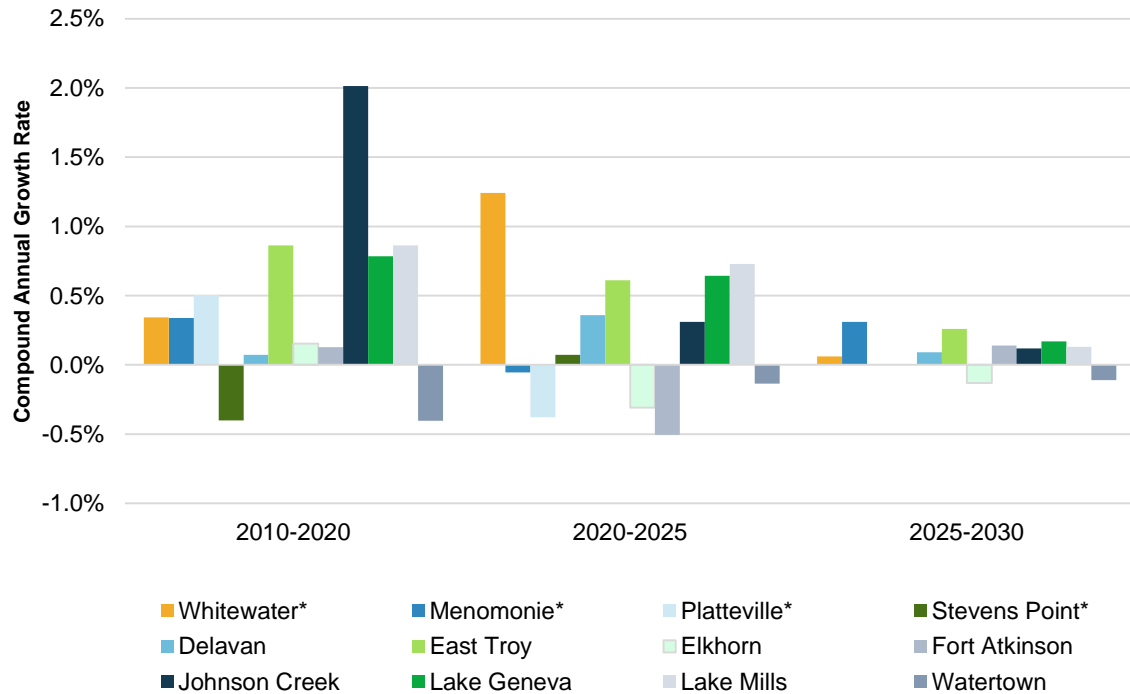


Data Source: Census On the Map Work Area Profile Analysis, Workers Employed in Whitewater.

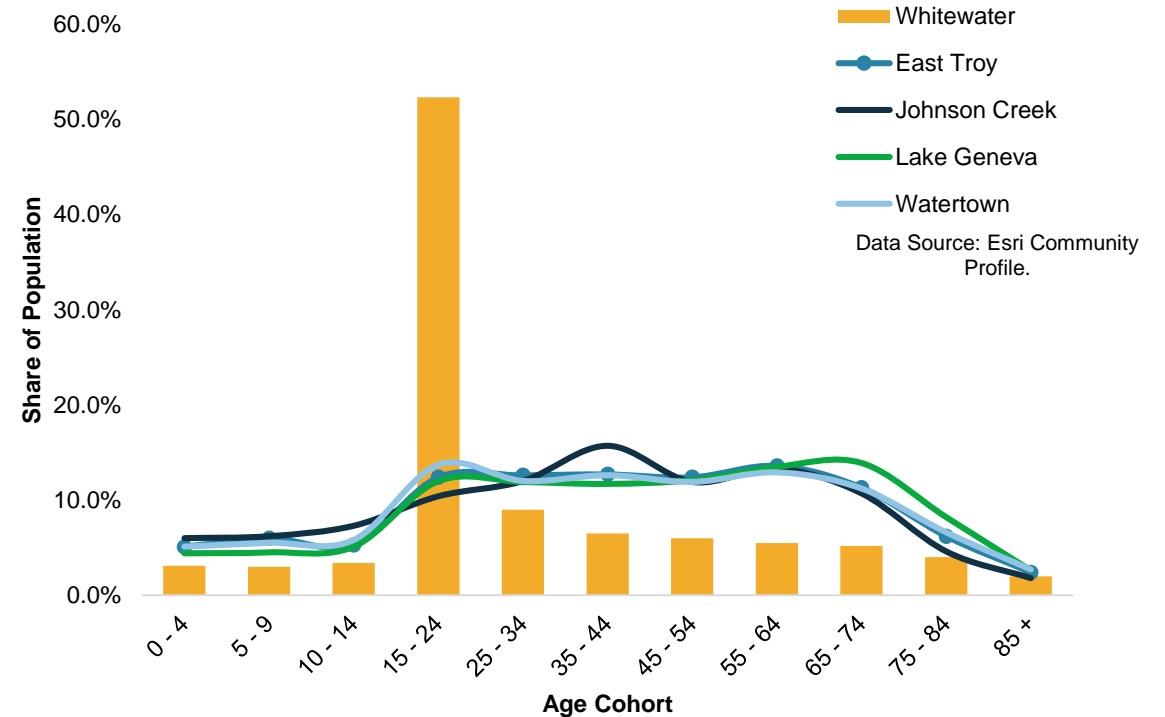
# Findings (cont.)



Population growth since 2020 has outpaced surrounding jurisdictions, however, this growth is shaped heavily by the presence of the University of Wisconsin–Whitewater.



Data Source: Esri Community Profile, Redevelopment Resources.



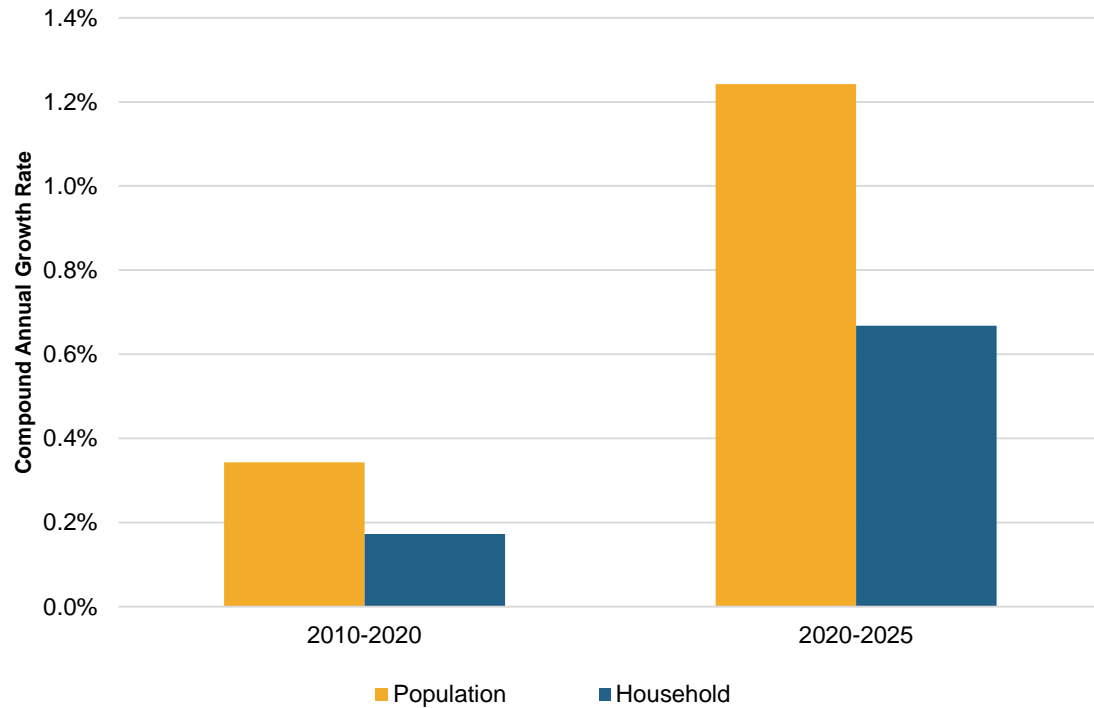
Data Source: Esri Community Profile.



# Findings (cont.)



Whitewater Population and Household Growth Comparison



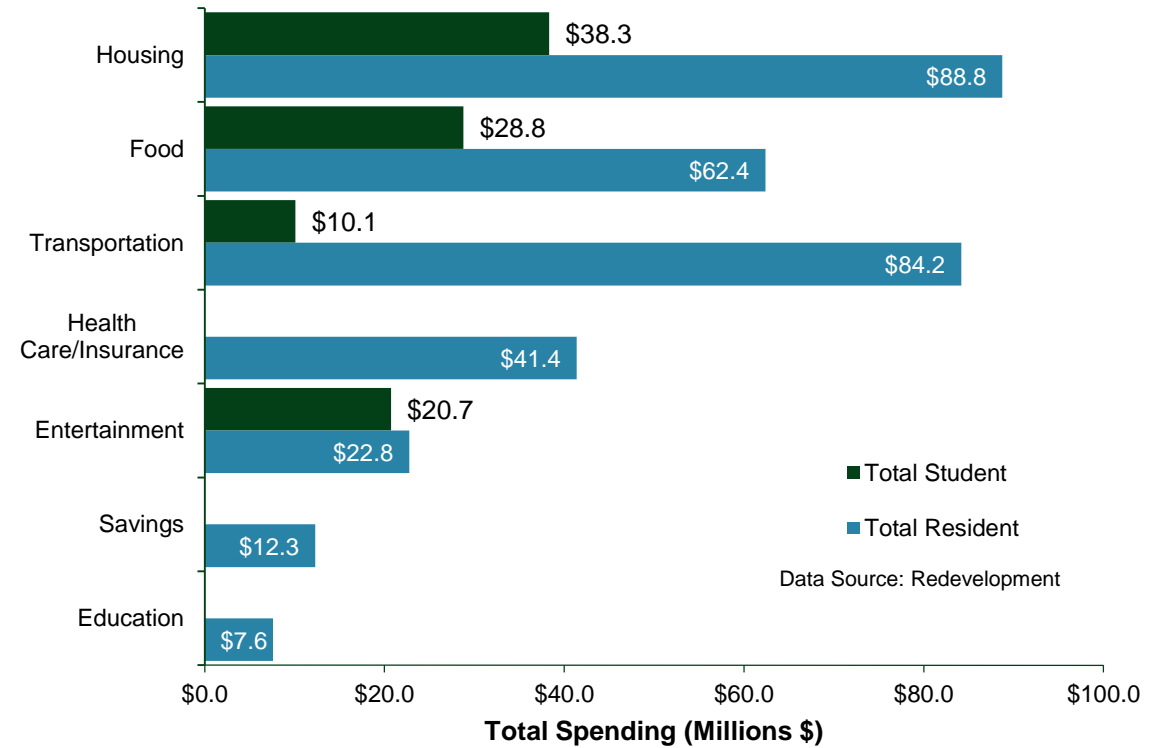
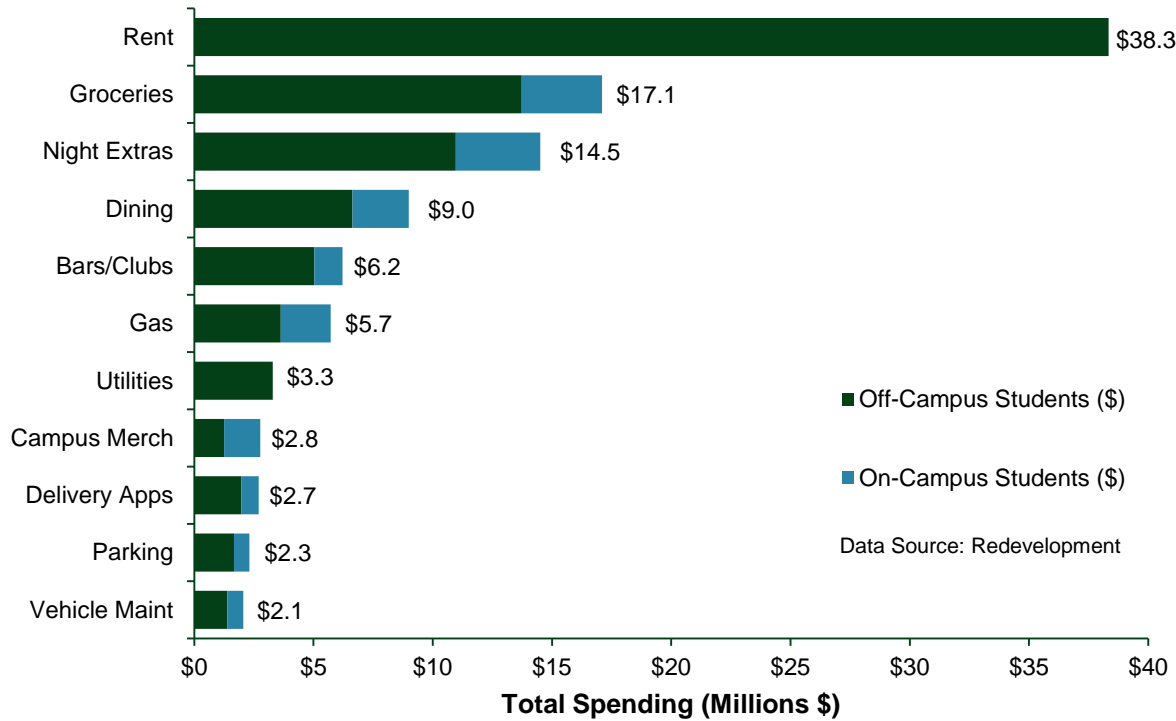
Data Source: Esri Community Profile, Redevelopment Resources.

Household growth has remained steady, yet it lags population growth, suggesting delayed household formation, smaller household sizes, and ongoing housing supply constraints.

# Findings (cont.)

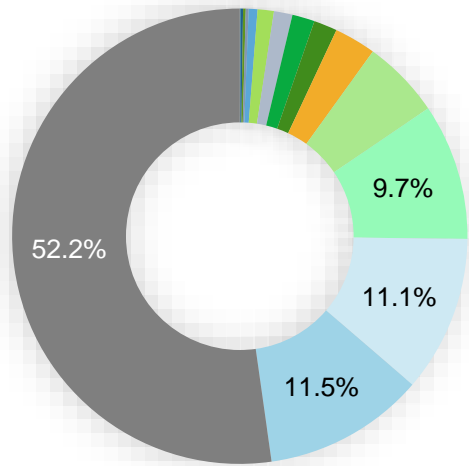


**Student-driven economy: Students contribute tens of millions annually, dominating key sectors like housing and entertainment.**



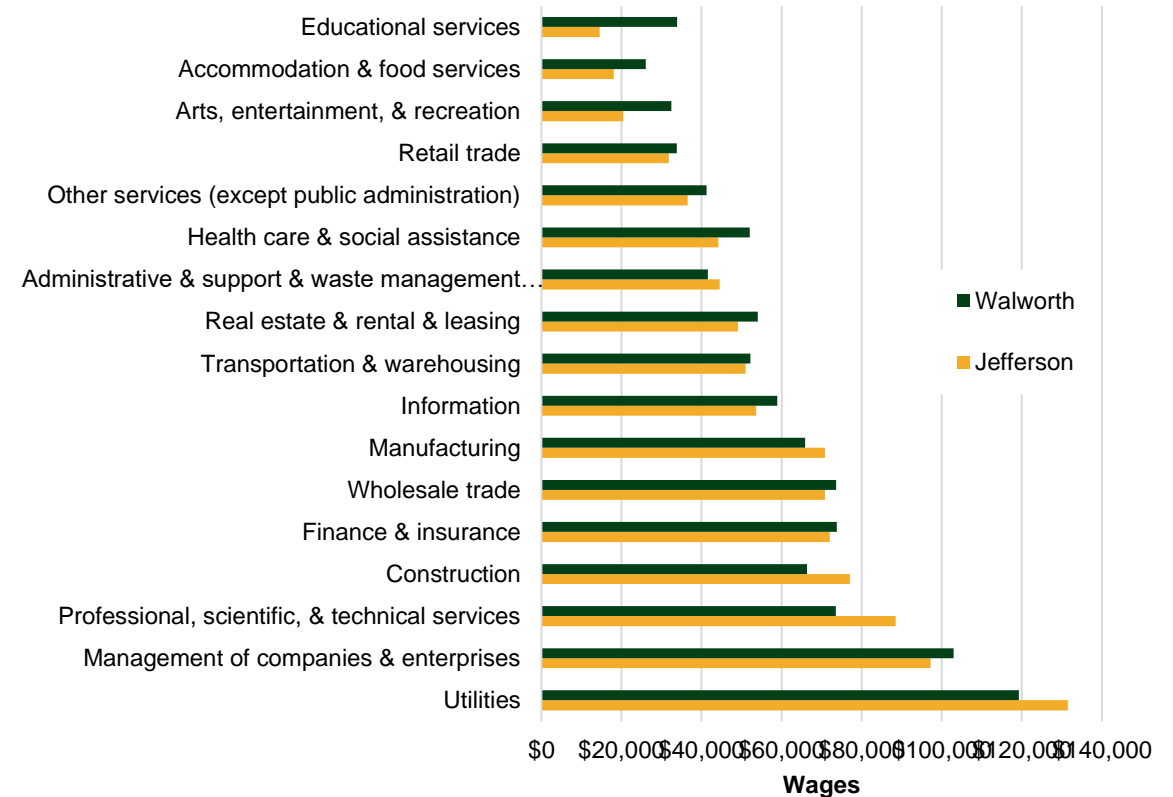
# Findings (cont.)

**While major employers provide stability, many dominant industries offer relatively low average wages.**



Data Source: Census On the Map Work Area Profile Analysis, Workers Employed in Whitewater.

- Information
- Educational Services
- Management of Companies and Enterprises
- Transportation and Warehousing
- Other Services (excluding Public Administration)
- Professional, Scientific, and Technical Services
- Construction
- Administration & Support, Waste Management and Remediation
- Real Estate and Rental and Leasing
- Finance and Insurance
- Wholesale Trade
- Health Care and Social Assistance
- Accommodation and Food Services
- Retail Trade
- Manufacturing



Data Source: Bureau of Labor Statistics, Quarterly Census of Employment and Wages, Private Sector.

# Findings (cont.)

Household size and median household income have real implications for housing demand, consumer spending patterns, and the city's long-term tax base. Addressing the documented gap between housing supply and demand—particularly for owner-occupied and workforce housing—will be critical to sustaining future growth.



# Findings (cont.)

From a fiscal perspective, the analysis of the property tax base underscores the importance of compact, higher-value land uses such as Community Business district, Central Business District, and Multifamily districts in terms of value per acre.

Code	Zoning	Estimated Fair Market Value	GIS Acres	Est. FMV/Acre
AT	Agricultural Transition	\$2,458,500	1542.2	\$2,000
B-1	Community Business	\$59,247,600	155.8	\$380,000
B-1A	Community Business	\$21,366,500	15.4	\$1,391,000
B-2	Central Business	\$37,841,300	29.4	\$1,289,000
B-2A	Central Business	\$627,400	1.5	\$424,000
B-2A/R-2	One & Two Family Residence	\$1,405,500	1.9	\$736,000
B-3	Highway Commercial & Light Industrial	\$36,546,600	157.6	\$232,000
I	Institutional	\$5,156,900	425.1	\$12,000
M-1	General Manufacturing	\$81,557,200	496.3	\$164,000
M-2	Manufacturing & Misc. Use	\$0	49.5	\$0
PCD	Planned Community Development	\$80,160,000	194.4	\$412,000
R-0	One Family Residence	\$55,032,700	49.8	\$1,104,000
R-1	One Family Residence	\$113,768,900	253.8	\$448,000
R-1x	One Family Residence	\$17,955,900	34.1	\$527,000
R-2	One & Two Family Residence	\$309,100,000	978.8	\$316,000
R-3	Multi-family Residence	\$167,885,400	345.5	\$486,000
R-3A	Multi-family Residence	\$34,701,800	28.0	\$1,239,000
R-4	Mobile Home	\$7,611,100	65.9	\$115,000
TP	Technology Park	\$2,869,300	80.0	\$36,000
ROW	Right-of-Way	\$0	906.4	\$0
(blank)	(blank)	\$0	39.5	\$0
		\$1,035,292,600	5,851.0	\$177,000

# Conclusions



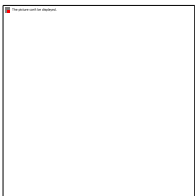
- UW Whitewater’s impact on the community is significant and should be leveraged for economic growth.



- Coordination between employers and the student population could generate higher utilization of this workforce locally.



- Single-person households create circumstances that require tailored policy responses, specifically for housing, parking and emergency services.



- Focus economic development staff time and resources on infill/redevelopment in high-value potential zoning classifications. Don’t shy away from density in new developments.

# Questions?

Item 4.



## Thank you!

Kristen Fish-Peterson

Dayna Sarver

Emerson Sonoda

[www.redevelopment-resources.com](http://www.redevelopment-resources.com)





# Community Development Authority

Meeting Date:	April 16, 2026
Agenda Item:	Memo Re: Home Renewable Program Policy
Staff Contact (name, email, phone):	Mason Becker, <a href="mailto:mbecker@whitewater-wi.gov">mbecker@whitewater-wi.gov</a> , 262.443.4458

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

- At the November 20, 2025 CDA board meeting, the CDA reviewed and approved the program along with some minor suggested changes. These changes suggested a slight revision to the scoring metrics, and an additional “tie breaker” scoring provision relating to using local contractors. These were incorporated into the current draft.
- City Staff are finalizing the documents for rollout of this program in the next few weeks. The policy was edited slightly to tighten language and eliminate redundancies.

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

- The CDA board on November 20, 2025 approved the program

**FINANCIAL IMPACT**  
(If none, state N/A)

The \$1.2 million will be allocated from Affordable Housing Extension funds already on hand and designated for housing programs.

**STAFF RECOMMENDATION**

- Staff recommends approval of the drafted policy document

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

- Home Renewal Policy Document draft

0%

## **CITY OF WHITEWATER HOME RENEWAL PROGRAM POLICY**

Owner: Community Development Director (Community Development Department)

Approving Body: Community Development Authority (CDA) / Common Council

Related Policies: Affordable Housing Fund Policy 602.01 (Rev. 02-15-2024); Former Owner-Occupied Rehab Application (2018)

Initial Allocation: \$1,200,000 from Affordable Housing Extension proceeds for Home Renewal Program

### **1. Purpose & Objectives:**

The Home Renewal Program (HRP) invests in Whitewater’s single-family owner-occupied housing to (a) reconvert homes that were altered for rental use back to compliant single-family layouts and (b) remedy major health, safety, and code deficiencies (e.g., obsolete wiring, failing foundations, life-safety/code failures), thereby extending the useful life of older homes, stabilizing neighborhoods, and increasing long-term owner-occupancy.

This policy operationalizes the City’s Affordable Housing Extension (AHE) objectives and uses loan terms and compliance tools consistent with the City’s Affordable Housing Fund policy (10-year deed restriction; repayment plus penalty upon conversion to rental; hardship waiver via CDA). Typical rehabilitation priorities mirror Wisconsin CDBG housing guidance: address health and safety, energy efficiency, and accessibility first, then other essential work.

### **2. Program Budget & Caps:**

- Total initial program budget: \$1,200,000 (non-Down Payment Assistance share of the Affordable Housing Fund).
- Target allocations (for planning):
  - Reconversion projects: approximately 60 percent
  - Major systems/code rehabilitation: approximately 40 percent
- Per-home assistance (not to exceed):
  - Standard cap: \$60,000 or 110% loan to value (whichever comes first),
  - Exceptional need cap (with CDA approval): \$90,000 for structural stabilization, comprehensive electrical replacement such as knob-and-tube removal/rewire, or mandated hazard abatement.
- Average project planning figure: \$40,000 to \$60,000 per home (the prior program’s typical roof/siding/windows projects ran approximately \$25,000 to \$30,000; complex reconversions and system replacements will exceed this).

### **3. Eligible Properties & Households:**

#### **Location and Type:**

Single-family, owner-occupied homes within the City of Whitewater.

#### **Age/Condition Screen:**

To ensure Home Renewal Program resources support the City’s older housing stock and address the greatest community need:

- Homes must have been constructed at least 30 years ago (built in or before 1995),  
or

- Exhibit verified major structural, code, or life-safety deficiencies as documented by a Building Inspector (e.g., unsafe electrical systems, foundation failure, heating system collapse, fire or egress hazards).

When determining eligibility and prioritization, the following Age Scoring Matrix will be applied:

<b>Year Built</b>	<b>Points</b>	<b>Notes</b>
Pre-1940	25	Legacy and historic housing stock; high rehab potential.
1940–1959	20	Aging postwar homes typically requiring system modernization.
1960–1979	15	Mid-century homes approaching lifecycle end of core systems.
1980–1994	10	Aging but not yet high-need stock.
1995 or newer	0	Generally ineligible unless a major verified life-safety deficiency exists.

**4. Owner-Occupancy:**

Property must serve as the applicant’s primary residence. Proof of continued owner-occupancy and insurance is required annually for the 10-year deed restriction period. Borrower’s would need to provide proof of insurance on an annual basis for the period of the loan.

**5. Income Focus:**

At least 75 percent of Home Renewal Program (HRP) funds must benefit households at or below 150 percent of HUD-defined county median income. The remaining 25 percent may assist over-income owners when the project contributes to the stabilization of the City’s housing stock.

**6. Property Taxes and Insurance:**

Property taxes must be current, and the property must be free of any liens or encumbrances other than an existing mortgage. The City of Whitewater must be listed as an additional insured on the homeowners insurance policy for the life of the loan.

**7. Deed Restriction:**

A 10-year deed restriction shall be recorded prohibiting conversion of the property to rental use. If this restriction is violated at any time during the 10-year period, the borrower shall be required to immediately repay the full outstanding principal balance of the loan, plus a \$5,000 penalty.

**8. Purchase Transactions:**

Buyers of qualifying single-family properties who intend to occupy the home as their primary residence may apply for and be approved for HRP funds prior to closing. All documents for HRP will then be signed after closing and access to HRP funds may only occur after closing to finance required reconversion or rehabilitation work.

**9. Priority Scoring (for Award Sequencing):** Applications will be evaluated on a 100-point scale to prioritize projects that address the most critical needs and align with the City’s long-term housing stabilization goals.

Category	Points	Description
Home Age	0–25	Based on the Age Scoring Matrix (above). Focus on pre-1980 homes and older structures with greater community benefit.
Neighborhood Impact / Reconversion Benefit	0–20	Converts former rental units back to compliant owner-occupied single-family use.
Building Code Compliance Deficiencies	0–30	Foundation, framing, or roof deficiencies threatening structural integrity. Must be verified through inspection or engineer report. Imminent hazards such as electrical, plumbing, heating, or egress failures, consistent with HUD <i>Life-Safety and Health Priority</i> criteria. Violations under Wisconsin UDC SPS 320–325 or local ordinances, including broken windows, damaged/failing siding, roofing issues, damaged porches, entryways, etc
Energy Efficient Upgrades	0-20	High-efficiency HVAC systems, insulation, air sealing, energy audits, electrical panel upgrades, and energy-star appliances
Household Income Level	0–5	≤80% CMI = 5 points; ≤150% CMI = 2 points. Reflects Affordable Housing Fund priorities.

**Total Possible:** 100 Points

**Minimum Recommended Threshold for Selection:** 60 Points

**Tie-breakers (if needed, based on available funding):**

If multiple applicants receive equal scores, preference will be given to:

1. Homes within targeted neighborhood stabilization areas;
2. Homes converting a rental to owner-occupied single-family;
3. Properties with disabled owner-occupants or owner occupant over 65 years of age;
4. Projects addressing multiple life/safety and accessibility factors.
5. Projects utilizing local contractors from within a 25-mile radius of City of Whitewater.

**10. Eligible Activities:** Allowable rehabilitation activities include those that will aid in increasing the supply of decent, safe and sanitary housing, as well as those that will contribute to more habitable housing conditions by promoting energy conservation and heating efficiency. Priority will be given to projects designed to eliminate situations that present an immediate threat to the health or safety of the occupants or the structural integrity of the owner occupied housing unit.

1. Reconversion to Single-Family Layout (primary track)
  - a. Removal of unpermitted or unsafe bedroom partitions; restoration of required living/dining/common areas.
  - b. Reconfiguration of means of egress, smoke/CO detection, and room dimensions to comply with Wisconsin Uniform Dwelling Code (UDC) SPS 320–325 and local code.
2. Major Systems and Code/Life-Safety Repairs
  - a. Electrical: replacement of obsolete or unsafe wiring (e.g., knob-and-tube) to code compliant electrical systems.
  - b. Structural/foundation stabilization; roof replacement; exterior envelope when failing to meet code compliant standards.

- c. Mechanical: heating/ventilation replacements where unsafe or at end-of-life; plumbing repairs to meet code compliance standards/leaks.
- d. Lead-safe work to meet code compliance standards/leaks where paint is disturbed; clearance as applicable.
- e. Energy and weatherization measures required to meet UDC energy standards when part of a broader life-safety scope. This may include windows and siding if meeting energy standards.
- f. Accessibility modifications essential to safe occupancy. Wisconsin CDBG guidance prioritizes accessibility. This may include items such as doors and entryway steps if meeting accessibility standards.

### 3. Energy Efficiency Upgrades

#### **11. Ineligible Activities:** The following are NOT eligible for funding through this program:

- Acquisition/purchase of property
- New construction
- Additions
- Building or rebuilding of garages
- Any improvements to unattached garages
- Cost of materials, fixtures, or equipment whose quality exceeds that of products customarily used in surrounding properties of the same general
- Concrete work (sidewalk, driveway and garage floor replacement)
- Nonstructural foundation repairs
- Landscaping, unless soil is contaminated with lead or the structure of the home is affected

Note: Improvements made solely for cosmetic reasons (remodeling rooms, etc.) may not be paid for with program funds

#### **12. Professional Services:**

Pre-work inspections, scopes of work, bid packages, construction management, and post-work inspections or clearance testing will be required. All payments will be made directly to the contractor. Payment to contractors is contingent upon the property passing final inspection and the submission of a complete invoice along with properly executed lien waivers.

#### **13. Financial Terms:**

- Form: 0 percent interest deferred-payment loan secured by a mortgage and note; due upon sale or transfer, cash out mortgage refinance, or program default mirroring the City's prior rehab program terms.
- Forgiveness: None; principal is repaid at sale or transfer, cash out mortgage refinance.
- Match: No homeowner cash match required; however, owners may add private funds for non-eligible upgrades under a separate contract.
- Stacking: HRP may coordinate with other resources (e.g., utility rebates or separate CDBG rehab if available), including HOME Consortium, Southern Housing Region; federal funds trigger HUD LSHR compliance.
- Homeowner will be required to pay the county recording fee to properly record the loan.

#### **14. Mortgage:**

- Homes with a reverse mortgage in place are not eligible to participate in the program.
- Properties held in any type of trust are also not eligible to participate in the program.
- Subordination Policy: The City will maintain a policy outlining the criteria and process for determining whether a project may be considered for a subordination agreement prior to the loan being paid in full. Approval of any subordination request shall be subject to the terms and conditions set forth in that policy.

#### **15. Application and Application Checklist, Underwriting and Procurement:**

- Application  
Use an updated HRP application form (owner/household info; debts; proof of insurance; income documentation; consent to verify; conflict-of-interest; appeal process).
- Property Inspection and Scope  
City (or contracted agent) performs code/condition inspection; produces a written Scope of Work aligned to UDC and lead-safe rules. Payment for these inspections is taken from the total loan amount.
- Bidding and Contractor Requirements
  - Minimum 3 written bids (unless emergency work).
  - All contractors must be licensed and insured. Contractors will need to provide proof of insurance. There may be special certifications/license required where paint will be disturbed in pre-1978 homes, EPA RRP-certified.
  - Change orders require pre-approval by program staff; retainages allowed until final acceptance.
- Agreements and Security  
Homeowner signs mortgage, consumer note, truth and lending statement, contractor contracts, City records lien.

#### **16. Code, Health and Environmental Compliance (minimums):**

- UDC compliance (SPS 320–325): All finished work must meet state and local code.
- Lead-Safe Requirements:
  - All projects follow HUD Lead Safe Housing Rule 24 CFR Part 35 Subpart J.
  - Regardless of funding, any work disturbing paint in pre-1978 housing must meet EPA RRP Rule 40 CFR Part 745.

#### **16. Monitoring, Reporting and Enforcement:**

- Construction oversight: Progress inspections; final inspection for code compliance; lead clearance documentation if applicable.
- Annual compliance: Owner must submit annual certification of owner-occupancy and mandated insurance coverage
- Rental prohibition: If converted to rental within 10 years, the City will demand immediate repayment of principal plus \$5,000 penalty; CDA may grant a hardship waiver case-by-case.
- Records: Maintain project files for not less than seven years after repayment or closeout.

#### **17. Appeals and Conflict of Interest:**

- Conflict of Interest: Applicants disclose relationships with covered persons; the program follows the City's existing disclosure/recusal process.

- Appeals: Applicants may appeal staff determinations to the CDA; if federal funds are used under a CDBG overlay, follow DEHCR/HUD appeal protocols.

**18. Program Workflow (summary):**

- Intake → eligibility pre-screen.
- Inspection → written scope.
- Project Scoring
- Bidding → homeowner submits all bids received, minimum of three. Homeowner may select any of the bidders, but City will only reimburse up to the lowest responsible contractor bid.
- Closing → record mortgage and deed restriction; issue Notice to Proceed.  
Contracts are initiated – homeowner to sign and contractor. Work begins after contracts are signed by both parties and returned program administrator
- Construction upon receipts of contracts → change-order control.
- Final → Final invoice received with W-9 (if not already supplied) and a signed lien waver, close out inspection, code sign-off; lead clearance if required. Final inspection. Sign off payment directly to contractors
- Annual monitoring → occupancy and insurance certifications.
- Repayment → at sale/transfer/ cash-out refinance or upon prohibited rental conversion.

**19. Communications and Branding:**

Public-facing materials shall consistently use the “Home Renewal Program” branding and emphasize: helping owner-occupants reconvert former rentals and address major code and safety issues, as well as renewing Whitewater’s single-family homes for the long term.



# Community Development Authority

Meeting Date:	April 16, 2026
Agenda Item:	Memo Re: Contract with Municipal Code Enforcement re: Home Inspections
Staff Contact (name, email, phone):	Mason Becker, <a href="mailto:mbecker@whitewater-wi.gov">mbecker@whitewater-wi.gov</a> , 262.443.4458

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

- City Staff are looking to contract with Municipal Code Enforcement to continue to provide inspection services for the Home Renewal Program
- It was advised by the city attorney that the CDA execute a separate agreement with Municipal Code Enforcement as opposed to adding this component to an existing contract.
- \$100 per inspection with a minimum of two inspections.
- Costs will be taken out of the loan amount as separate funds were not set aside for administrative costs.

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

**FINANCIAL IMPACT**  
(If none, state N/A)

- Approx. \$4000 (\$200 each for 20 applications).

**STAFF RECOMMENDATION**

- Approve the contract with Municipal Code Enforcement to provide inspection services for the Home Renewal Program

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

- Draft contract with Municipal Code Enforcement

**BUILDING INSPECTION SERVICES CONTRACT BETWEEN THE COMMUNITY DEVELOPMENT AUTHORITY AND MUNICIPAL CODE ENFORCEMENT, LLC**

**THIS AGREEMENT** is between the **Community Development Authority of the CDA of Whitewater, 312 W Whitewater Street, Whitewater, WI 53190** (hereinafter “**CDA**”) and **Municipal Code Enforcement, LLC, PO Box 62, Delavan, WI 53115**, (hereinafter “**MCE**”) as of this **1<sup>st</sup>** day of **April, 2026**.

**RECITALS:**

**WHEREAS**, the CDA requires code enforcement and zoning administration services; and

**WHEREAS**, MCE maintains an agency that regularly enforces and administers municipal and zoning codes for various municipalities, providing services that include, but are not limited to, review of the municipal code, response to property complaints, completion of code inspections, preparation of written orders for repair, preparation and issuance of citations, administration of landlord licensing and vacant building programs, review of zoning applications, and other miscellaneous code enforcement and zoning administration activities; and

**WHEREAS**, the CDA and MCE desire to contract with each other for such code enforcement and zoning administration services as set forth herein, to be provided by MCE to the CDA; and

**WHEREAS**, the CDA agrees to compensate MCE at the rate set forth herein for performing these services.

**NOW THEREFORE**, for valuable consideration, and with the express intention on the part of both parties that this contract is legally binding, the parties do agree to the following:

- 1.) **SCOPE OF SERVICES** – MCE agrees to provide the CDA with the following building inspection services:
  - **Personnel**
    - The Agency shall provide State Certified Inspectors to perform all work covered by this contract
- 2.) **DUTIES** – MCE shall perform the building inspection services set out in the Scope of Services above for the CDA.
- 3.) **HOURS AND COMPENSATION** – The CDA shall pay the Agency for the services performed under this Contract as set forth below:
  - **As-needed Building Inspection Services for the Whitewater Home Repair Grant Program**
    - \$100 per inspection
- 4.) **TERM OF CONTRACT** – This contract shall begin APRIL 1, 2026, and end on DECEMBER 31, 2026. This contract shall automatically renew, unless

an amendment or a subsequent contract is executed by both parties, no less than 60 days before the contract end date. The term of the renewal contract shall be one year.

5.) **PERSONNEL**

- A. MCE shall provide State Certified Inspectors to perform all work covered by this contract and shall provide copies of current certifications to the CDA Clerk on or before January 1 of each contract year. MCE shall also provide copies of current certifications for any new employees who may perform any services on behalf of the CDA and timely notify the CDA of any individual's who are no longer employed by MCE.
- B. All of the services required hereunder shall be performed by the MCE in a highly professional manner customary for the engineering industry in the same locale and as set forth in Exhibit A hereto. All of MCE's personnel engaged in providing services shall be fully qualified and where applicable shall be authorized or permitted under State and Local law to perform such services. Sufficient technical supervision and administrative personnel shall be furnished at all times by MCE to ensure proper and successful performance of this Agreement by MCE in accordance with the foregoing highest professional standard of care.
- C. None of the services covered by this Agreement shall be subcontracted by MCE without the prior written approval of the CDA. A listing of MCE's proposed subconsultant(s) is as follows:  
  
Subconsultant(s): None
- D. Subconsultant(s) shall be tied contractually solely to MCE. MCE shall be responsible for the scope of services and the terms and conditions set forth in this Agreement. Nothing herein shall create or be construed as creating any direct or indirect contractual or other relationship between the CDA and any subconsultant.

- 6.) **DOCUMENTS AND OPEN RECORDS REQUESTS** – All documents produced by MCE in the course of its performance under this contract shall be deemed to be records of the CDA and shall be turned over to the CDA

upon request or upon termination of this contract for any reason. In the event of an open records request that implicates records that MCE possesses or has access to, MCE shall provide the requested records to the CDA of Whitewater within five (5) business days of written request to MCE.

- 7.) **Use of iWorq** – The CDA shall provide MCE an account to its iWorq system. MCE shall log all enforcement letters, track code enforcement files, zoning permits and record all work it performs on behalf of the CDA within iWorq.
- 8.) **MONTHLY REPORT** – MCE shall provide the CDA Director with a monthly report containing a summary of its work on CDA matters for each month of the Contract term for the prior month’s work. The report shall be delivered to the CDA by the tenth (10<sup>th</sup>) day of each month.
- 9.) **TERMINATION WITHOUT CAUSE** – Notwithstanding the contract term specified in this contract, both the CDA and MCE shall have the right to terminate this contract, without cause, by giving 90 days’ written notice to the other party.
- 10.) **TERMINATION WITH CAUSE** – Notwithstanding the contract term specified in this contract, the CDA shall have the right to terminate the contract with cause, in whole or in part, if it determines that MCE has failed to perform satisfactorily, the CDA shall provide MCE at least thirty (30) days’ written notice prior to the date of termination.

If the contract is terminated with cause, MCE shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by MCE up to the date of termination that were accepted by the CDA.

- 11.) **ASSIGNMENT** – MCE shall not assign, transfer, or convey any rights under this contract without the prior written consent of the CDA.
- 12.) **INSURANCE** – MCE shall at its own expense, procure and maintain the following insurance coverage and shall provide a certificate of insurance to the City of Whitewater Clerk verifying these coverages, including any required endorsements or riders, during the term of this contract:
  - General Liability – One Million Dollars (\$1,000,000.00) combined single limit and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury, personal injury, and property damage.
  - Automobile Liability Insurance
  - The CDA shall be named as an additional insured on MCE’s insurance policies, on a primary and non-contributory basis, with

subrogation rights against the CDA waived.

- 13.) **INDEPENDENT CONTRACTOR** – It is agreed and understood between the parties that MCE is an independent contractor. MCE is not an employee of the CDA and shall not be entitled to any benefits enjoyed by employees of the CDA. MCE remains in control of all of its employees, including but not limited to hiring, firing, discipline, evaluation, and establishment of standards for performance thereof. All MCE personnel rendering services hereunder shall be, for all purposes, employees of MCE, although they may act as officers or agents of the CDA while acting within the scope of the services performed under this contract.
- 14.) **INDEMNIFICATION** – To the fullest extent permitted by law, MCE shall defend, indemnify, and hold harmless the CDA, its elected and appointed officials, employees, consultants, and volunteers and others working on behalf of the CDA from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities (“Claims”) resulting from MCE’s performance under this agreement, or by any officer, employee, representative, or agent of MCE or the material breach of any obligation under this contract by MCE’s compliance with specific municipal laws, ordinances, rules, regulations, resolutions, executive orders, or other instructions received from the CDA and lawfully give rise to a Claim under the above indemnities. The CDA shall notify MCE and both parties shall cooperate fully in investigating the incident. Nothing herein shall be construed to be a waiver of statutory liability immunity provided by Wisconsin Statutes and case law. This indemnification is further limited by the amounts of statutory limits of municipal liability provided by Wisconsin Statutes and case law.
- 15.) **PERFORMANCE – TIME OF THE ESSENCE** – This Agreement covers charges incurred by MCE in furtherance of its duties set forth herein, beginning on the Agreement execution date. All services and required performance of MCE shall be undertaken and completed by MCE in such sequence as to timely fulfill the purpose of this Agreement. Time is of the essence in MCE’s performance and rendering of all services set forth in this Agreement.
- 16.) **CONFLICT OF INTEREST** – MCE hereby warrants and represents that it has, at the time of execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. MCE further covenants that in the

performance of this Agreement no person having any such interest shall be employed by MCE.

- 17.) **APPLICABLE LAW** – This contract shall be governed in all respects by the law of the State of Wisconsin, and any litigation with respect thereto shall be brought in the courts of the State of Wisconsin.
- 18.) **SERVERABILITY** – If any term or provision in this contract is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provision or part thereof shall be stricken from this contract, and such provision shall not affect the legality, enforceability, or validity of the remainder of this contract. If any provision or part thereof of this contract is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as legally possible.
- 19.) **ENTIRE AGREEMENT** – This contract and all other agreements, exhibits, attachments, and schedules referred to in this contract constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this contract and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this contract by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this contract.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed and intend for the agreement to be effective as of the date and year first specified above.

\_\_\_\_\_  
Allison Schwark, Municipal Code Enforcement, LLC DATE

\_\_\_\_\_  
Mason Becker, CDA Executive Director DATE



# Community Development Authority

Meeting Date:	April 16, 2026
Agenda Item:	Memo on Removal of Deed Restrictions on Bluff Rd properties
Staff Contact (name, email, phone):	Mason Becker, <a href="mailto:mbecker@whitewater-wi.gov">mbecker@whitewater-wi.gov</a> , 262.443.4458

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

As CDA board members are aware, staff have been working with Stonehaven Development on development of single-family housing along Bluff Road. A Development Agreement was presented to the CDA board previously, which was moved forward to the Common Council on April 9, 2026.

During due diligence on the properties, the developer discovered that some deed restrictions existed on the parcels, which would prohibit the construction of residential housing. The developer has requested that CDA, as owner of two of the parcels, agree to remove these same deed restrictions.

Closing on the real estate transaction is set to occur before the end of April 2026.

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

- The CDA board reviewed the proposed development project and recommended staff move forward with drafting a Development Agreement for future review by the CDA and Common Council at the December 18, 2025 regular board meeting
- The CDA was given an update on this project at the February 19, 2026 regular board meeting
- The developer’s requested rezoning and Comprehensive Plan Amendments on the properties were previously approved by both the PARC and the Common Council, with final approval given at the February 17, 2026 Common Council meeting
- The CDA recommended the Development Agreement to the Common Council for approval at the March 19, 2026 regular CDA board meeting

**FINANCIAL IMPACT**  
(If none, state N/A)

- The addition of much needed single-family owner-occupied housing will represent significant improvement to these currently undeveloped properties. The two CDA-owned parcels are currently tax exempt

**STAFF RECOMMENDATION**

- Staff recommend that the CDA board approve removal of the covenants and deed restrictions on parcels /A503200001 and /A503200002.

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

- Release of Declaration of Covenants and Restrictions document

**RELEASE OF DECLARATION OF COVENANTS AND RESTRICTIONS**

Document Number

Document Title

Recording Area

Peter Turke  
Turke & Steil s.c.  
613 Williamson Street, Suite 201  
Madison, WI 53703

Name and Return Address

See Exhibit A

Parcel Identification Number (PIN)

**RELEASE OF DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS RELEASE OF DECLARATION OF COVENANTS AND RESTRICTIONS (this “Release”) is made as of this \_\_\_ day of \_\_\_\_\_, 2026, by and between the Community Development Authority of the City of Whitewater, Wisconsin, a body politic established and created by the City of Whitewater, Wisconsin, a municipal corporation (“Whitewater CDA Owner”) and the City of Whitewater, Wisconsin, a municipal corporation (the “City”).

**WHEREAS**, Whitewater CDA Owner is the current owner of certain real property more particularly described on Exhibit A attached hereto (the “Whitewater CDA Property”);

**WHEREAS**, the City is a prior owner of the Whitewater CDA Property and at the time the City owned the Whitewater CDA Property, the City executed a certain Declaration of Covenants and Restrictions on December 19, 20005, and recorded as Document No. 663590 in the Office of the Register of Deeds for Walworth County, Wisconsin on December 22, 2005 (the “Declaration”);

**WHEREAS**, pursuant to Article X of the Declaration, any owner or owners of the Whitewater CDA Property or the City may seek to enforce the restrictions and covenants contained in the Declaration;

**WHEREAS**, pursuant to Articles IX of the Declaration, two-thirds (2/3) of owner or owners of the Whitewater CDA Property may vote to terminate the covenants, restrictions and provisions contained

in the Declaration, provided the Common Council of the City approves such termination (after review and recommendation by the Plan and Architectural Review Board of the City of Whitewater);

**WHEREAS**, Whitewater CDA Owner has voted to terminate the covenants, restrictions and provisions contained in the Declaration, the Common Council of the City has approved such termination (after review and recommendation by the Plan and Architectural Review Board of the City of Whitewater) via resolution # \_\_\_\_\_; and

**WHEREAS**, Whitewater CDA Owner and the City desire to execute and record this Release to provide notice that the Declaration has been terminated and Whitewater CDA Owner and the City have released any and all rights in connection therewith.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby confirmed, Whitewater CDA Owner and the City hereby terminate the Declaration, and Whitewater CDA Owner and the City hereby release and forever discharge and release all rights, title, interests, and obligations created by or relating to the Declaration. The Declaration is of no further force or effect. This Release sets forth the entire agreement between Whitewater CDA Owner and the City with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. This Release shall bind Whitewater CDA Owner, the City and their respective successors and assigns. This Release may be executed in any number of counterparts, each of such counterparts, for all purposes, shall be deemed an original but all of such counterparts taken together shall constitute but one and the same instrument.

Effective as of this \_\_\_\_ day of \_\_\_\_\_, 2026.

*[Remainder of Page is Intentionally Blank; Signature Pages Follow]*

Community Development Authority of the City of  
Whitewater, Wisconsin, a body politic established and  
created by the City of Whitewater, Wisconsin, a  
municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_                    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2026, the above-named  
\_\_\_\_\_ to me known to be the \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_, who executed the foregoing instrument and  
acknowledge the same on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission \_\_\_\_\_

APPROVED:

City of Whitewater, Wisconsin, a municipal corporation

By: \_\_\_\_\_  
Name: John Weidl  
Title: City Manager

ATTEST:

By: \_\_\_\_\_  
Name: Heather Boehm  
Title: City Clerk

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2026, the above-named \_\_\_\_\_ to me known to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, who executed the foregoing instrument and acknowledge the same on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Steven T. Chesebro  
Title: City Attorney

This document was drafted by:

Peter Turke  
Turke & Steil s.c.  
613 Williamson Street, Suite 201  
Madison, WI 53703

**EXHIBIT A****WHITEWATER CDA PROPERTY  
LEGAL DESCRIPTION**

Lot 2 of CERTIFIED SURVEY MAP NO. 5032 recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on June 06, 2022, as Document No. 1063100, said Certified Survey Map being a redivision of Lot 3 of Certified Survey Map No. 3236 and a portion of Lot 4 of Certified Survey Map No. 3125 and a portion of Vacated Bluff Road by City of Whitewater Resolution dated April 4, 2000 and Vacated portion of Moraine View Parkway as per document No. 1049284 and a portion of unplatted land, all located in part of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  and part of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 3, Town 4 North, Range 15 East, City of Whitewater, Walworth, Wisconsin.

**[NEED TO CONFIRM LEGAL DESCRIPTION MATCHES LAST DEED OF RECORD]**

Parcel Identification Number (PIN): /A503200002.

DECLARATION OF COVENANTS AND RESTRICTIONS

Document Number

RECORDED ON

WHEREAS, the City of Whitewater, Wisconsin, a municipal corporation, is, or will be at the time of recording of these Declarations, the owner of the following described real estate (initially comprising the "Bluff Road Commercial District"), lying northerly of, and abutting upon, relocated Bluff Road, also sometimes referred to as Bluff Street (hereinafter referred to as "Bluff Road"), to-wit:

2003 JUL 21 AM 9 59

CONNIE J. WOOLEYER REGISTER OF DEEDS WALWORTH COUNTY, WI

The Following described real estate located in the NE 1/4 and NW 1/4 of the SE 1/4 Sec. 3, T4N, R15E, in the City of Whitewater, Walworth County, Wisconsin, to-wit:

RETURN TO:

Lots 1, 2 and 3 of Certified Survey Map No. 3236 recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on June 30, 2000 in Volume 18 of Certified Surveys of Walworth County at Pages 71 and 72 as Document No. 446556.

SIMON LAW OFFICE 304 West Main Street Whitewater, WI 53190 25.00

/A 323600001, /A 323600002 & /A 323600003 (Parcel Identification Number)

and

WHEREAS, the lands initially comprising the Bluff Road Commercial District are being, and in the event additional lands as may be added by the City to said District in the future will be, planned and developed in conjunction with the Whitewater Business Park, however, due to the differing nature of the planned use and development of the Bluff Road Commercial District, the City of Whitewater does not deem it to be appropriate to extend the Whitewater Business Park Covenants to the Bluff Road Commercial District, but rather, deems it to be more appropriate to establish and impose separate covenants and restrictions on the Bluff Road Commercial District (and such additional lands as may be added by the City to said District in the future) as hereinafter set forth; and

WHEREAS, the City of Whitewater desires to subject the lands lying within the Bluff Road Commercial District to the conditions, restrictions, covenants and reservations contained herein for the benefit of the property and to assure the public and future owner of Lots in the Bluff Road Commercial District of the orderly and compatible development of said lands, and to protect the value and attractiveness of said lands, the development of said lands and improvements thereto, and the use thereof; and

WHEREAS, the City of Whitewater reserves the right to, but shall not be obligated to, add to the Bluff Road Commercial District, and subject to the covenants and restrictions established under this Declaration, at such times and at such stages as the City of Whitewater, in its sole discretion shall determine, such additional lands as may now be owned or hereafter acquired by the City of Whitewater located in the Northeast 1/4 of the Southeast 1/4 of Section 3, T4N, R15E, City of Whitewater, Walworth County, Wisconsin lying northerly of Relocated Bluff Road and southerly of the 66 foot wide railroad right-of-way running through said quarter quarter section and lying easterly of Certified Survey Map No. 3236. In the event the City so elects to add any such additional lands to the Bluff Road Commercial District and subject the same to these Covenants, the City of Whitewater shall exercise its rights under this provision by executing and recording with the Register of Deeds for Walworth County, Wisconsin, amended or supplemental declarations of covenants and restrictions with respect to such additional lands, specifically declaring that such additional lands are subject to, and entitled to the benefits under, these Declarations, as the same may from time to time be amended. Under no circumstances, however, this provision bind the City of Whitewater, its successors and/or assigns, to make any additions to the Bluff Road Commercial District or to subject any additional lands to these Covenants and Restrictions, such decision to make any such additions and subject any such additional lands to these Covenants being within the complete discretion of the City of Whitewater.

NOW, THEREFORE, the City of Whitewater, as the owner of the above described lands initially comprising the Bluff Road Commercial District, hereby declares that the above described lands initially comprising the Bluff Road Commercial District, and any additional lands hereafter added to said District and subjected to these Covenants by the City of Whitewater as herein provided, shall be held, sold, conveyed, transferred, used and improved subject to, and in compliance with, the conditions, restrictions, covenants and reservations hereinafter set forth, which conditions, restrictions, covenants and reservations are hereby imposed upon said lands and shall be deemed and construed to be covenants running with the land, and shall be binding upon the present and all future owners and occupants of said lands and their heirs, successors and assigns. For purposes of these covenants and restrictions, each building Lot or parcel, as from time to time established and approved by the City of Whitewater, from time to time lying within the Bluff Road Commercial District and subjected to these Covenants (including any additional lands so added to said District and subjected to these Covenants as herein provided, shall constitute a "Lot", including any subsequently-approved divisions or re-divisions of said lands.

**ARTICLE I  
REGULATION OF OPERATIONS AND USES**

1. Permitted Uses. Only those uses permitted by right or by conditional use approved by the City of Whitewater under City of Whitewater Zoning Ordinance classification and District B-3 Highway Commercial & Light Industrial District, as the City of Whitewater Zoning Ordinance is from time to time amended (and in the event said district no longer continues to exist under said Ordinances, then under such similar zoning ordinance, district and classification as may from time to time be specified by the City of Whitewater) shall be allowed on any Lot in the Bluff Road Commercial District, all of which uses shall be subject to first obtaining the appropriate approvals from the City of Whitewater pursuant to said Ordinances.

2. Prohibited Uses. Notwithstanding the provisions of paragraph 1 of this Article I set forth above, the following uses shall be prohibited within the Bluff Road Commercial District:

- 2.1. Junkyards or salvage yards, recycling facilities, waste transfer stations, and similar uses;
- 2.2. Commercial petroleum storage yards;
- 2.3. Truck terminals;
- 2.4. Drive-through commercial establishments;
- 2.5. Transmission towers or antennas;
- 2.6. Gasoline stations;
- 2.7. Car washes;
- 2.8. Uses consisting primarily of outdoor material storage yards;
- 2.9. Mini-warehouses;
- 2.10. Residential uses other than those secondary to a primary commercial use on the site;
- 2.11. Community-based residential facilities;
- 2.12. Motor freight transportation;
- 2.13. Taverns and liquor stores;
- 2.14. Any use which would create a nuisance such as excessive noise, odor, glare, heat, radiation, vibration, dust, or liquid discharge; and
- 2.15. Any use substantially adversely affecting the health, safety or welfare of persons on the subject property or adjacent properties.

**ARTICLE II**

1. Approval of Plans Required. No building or improvement may be erected, placed or altered on any Lot in the Bluff Road Commercial District until the plans and use for such building or improvement have been approved by the City of Whitewater Plan and Architectural Review Board. Such plans shall at a minimum include the following information:

- 1.1. A description of the proposed use(s) to be located on the Lot;
- 1.2. A site development plan drawn to scale and showing the location and dimensions of all proposed structures, parking areas, driving lanes, sidewalks, vehicle access, outdoor storage areas, loading areas, outdoor mechanical equipment, freestanding signs, and similar improvements;
- 1.3. Building elevations and exterior architectural drawings and specifications, including enough detail to show the building style, architectural details, exterior materials and colors;
- 1.4. A grading and drainage plan;
- 1.5. A utility plan showing the location and size of all proposed utilities and easements;
- 1.6. A landscaping plan indicating the location and type of any significant existing vegetation on the site, along with the size, type and location of planned vegetative and non-vegetative landscaping;
- 1.7. A lighting plan indicating the type, location and wattage of any freestanding or building mounted exterior lighting fixtures; and
- 1.8. A signage plan showing the location, size, appearance, composition and lighting (if any) of any signs proposed for installation on the site.

2. Additional Information. The City of Whitewater Plan and Architectural Review Board may, in addition to the foregoing information set forth in paragraph 1 of this Article II, require the submission of such additional detail, plans and/or specifications as it may deem necessary or appropriate to adequately evaluate any proposed building, improvement or alteration thereof.

3. Basis for Approval. Approval shall be based, among other considerations, upon conformance of the submitted plans with then-applicable City of Whitewater ordinances, conformity with the East Whitewater Neighborhood Development Plan (as from time to time amended, and any subsequently adopted plan superseding the East Whitewater Neighborhood Development Plan), conformity and harmony of the proposed design with neighboring structures, and conformity with the development standards set forth in this Declaration of Covenants and Restrictions.

4. Completion of Work. Construction and installation of all improvements must be completed within one year of commencement unless otherwise approved by the Plan and Architectural Review Board.

**ARTICLE III  
DEVELOPMENT STANDARDS**

The development of all Lots shall conform to minimum standards regarding the design and construction of structures, parking and landscaping, and site layout, as set forth in this Article and succeeding Articles of these covenants. The intent of these standards is to ensure a high-quality environment which is safe, orderly, compatible,

aesthetically pleasing, and environmentally sound, and to protect the value of properties located within the Bluff Road Commercial District.

1. Required Setbacks. Setbacks for structures and other improvements will conform to the minimum standards in the following table, unless further restricted by the requirements of the City of Whitewater B-3 Highway Commercial and Light Industrial Zoning District, as from time to time amended:

Type of Improvement	Front Yard	Side Yard*	Rear Yard
Buildings or other structures (other than: signs--see Article V regarding signs; & other than fencing & refuse screening--see subparagraphs 17 & 13 below)	30'	15'	15'
Parking areas & driving lanes, except lanes for ingress/egress	15'	10'	5'
Outdoor storage areas, exterior mechanical equipment, refuse storage & disposal areas, etc.	Not Permitted	Not Permitted	10'

(\*The side yard of any corner Lot which fronts on a public street must comply with the setback requirements for front yards.)

The Plan and Architectural Review Board of the City of Whitewater shall have the right to disapprove setbacks which it, in its discretion, deems to be excessive. To the extent practicable, setbacks should be generally uniform from Lot to Lot.

2. Lot Coverage. The total floor area of all buildings on a Lot may not exceed fifty percent (50%) of the gross Lot area. The total area of all improvements on a Lot, inclusive of all structures, storage areas, parking lots, driving lanes, walkways, and all other impervious surfaces, may not exceed eighty percent (80%) of the gross Lot area.

3. Compliance with Applicable Codes. Any development within the Bluff Road Commercial District shall comply with all from time to time applicable City of Whitewater Ordinances and State of Wisconsin laws and administrative codes.

4. Building Design. Any buildings or improvements constructed in the Bluff Road Commercial District shall present an aesthetically pleasing appearance. At a minimum, the facade(s) of any building facing a public right-of-way shall be faced with brick, brick veneer, decorative block, stone, glass, wood or a similar grade of material in keeping with the character of nearby structures. Metal siding will not be permitted on any street yard building facade or on any portion of any side building facade visible from Bluff Road. The Plan and Architectural Review Board of the City of Whitewater shall further have the right to restrict and/or prohibit the use of metal siding on any building visible from Moraine View Parkway on buildings located on corner Lots fronting on both Bluff Road and Moraine View Parkway. Building colors should be subdued and harmonious with surrounding buildings. The use of staggered facades, articulated entryways, canopies, awnings, trellises, bays, doors, windows, and variations in roof lines to create a more visually appealing design is encouraged.

5. Corporate Trademark Colors. Corporate trademark colors should be subdued in tone. Where "brand" or "trademark" colors are employed in the building design, the colors should be subdued in tone, subtle in composition and incorporated directly into the choice of facing materials. The Plan and Architectural Review Board may limit the use of trademark colors to no more than twenty five percent (25%) of the building facade.

6. Off-Street Parking. Any development within the Bluff Road Commercial District must provide adequate off-street parking to accommodate the use intended for the site. Every effort should be made to minimize the placement of parking areas in the area between the street and the facade of the building closest to such street. Where parking is located between any street and building facade, no more than one row of parking and one service drive shall be permitted. Furthermore, such a parking area and drive shall be required to be edged by curb or an integral curb and sidewalk, and a minimum ten (10) foot wide landscaped buffer strip will be created between the right-of-way and the parking area. This buffer strip must include a continuous berm and/or vegetative screen maintained at height of at least three (3) feet, extending the length of the parking area. Parking of vehicles other than passenger vehicles shall be prohibited within any parking area or on any drive located within a street yard.

7. Access. No vehicular access will be permitted from or onto Moraine View Parkway between Bluff Road on the South and the Railroad track on the North, or within fifty (50) feet of the Moraine View Parkway right-of-way along Bluff Road. Also, shared access across adjacent Lots is strongly encouraged. More than one (1) street access point per lot will generally not be permitted.

8. Pedestrian Accommodation. Any development within the Bluff Road Commercial District must provide a five (5) foot wide concrete sidewalk along all street frontages, located one (1) foot within the road right-of-way or at such other location as approved by the Plan and Architectural Review Board. Pedestrian traffic should be accommodated on the Lot through the provision of pedestrian walkways from the street sidewalk and from parking areas to primary building entrances.

9. Loading Areas. On-street loading, off-loading and maneuvering of trucks loading and off-loading is prohibited. No loading area, loading dock, truck door, garage door, or other vehicle entrance may be located in any street yard. To the extent possible, loading areas should be located within the rear yard of the development. All loading areas must be screened from public view from Bluff Road

through site location, building placement, architectural design, fencing, landscaping, or other means acceptable to the Plan and Architectural Review Board. In addition to the foregoing, as to those Lots constituting corner Lots fronting on both Bluff Road and Moraine View Parkway, the Plan and Architectural Review Board may require additional screening with regard to loading areas within public view from Moraine View Parkway.

10. Outdoor Storage. Outdoor storage of material and equipment is permitted within the rear yard only, and only when incidental to activities regularly conducted on the premises. Outdoor storage of materials must be planned, designed, located and used so as to avoid impeding the drainage of stormwater, as from time to time provided for in the City of Whitewater's Regional Stormwater Plan for the area. Outdoor storage areas must be adequately screened from Bluff Road through a combination of fencing, earth berms and/or vegetative landscaping providing at least a seventy-five percent (75%) screen from the ground to a minimum of six feet. Where vegetation is employed as a screen, plants must reach the desired height and width within two (2) years of planting. All outdoor storage areas shall be surfaced with asphalt, concrete, or other suitable material as approved by the Plan and Architectural Review Board.

11. Outdoor Vending Machines. Machines for the vending of products shall not be permitted on the exterior of any structure on any Lot within the Bluff Road Commercial District.

12. Exterior Mechanical Equipment. Every effort should be made to contain mechanical equipment within structures on the site. Where required, exterior mechanical equipment must be completely screened from public view and shall not be located in the area between a street and the facade of the building closest to that street. Roof-mounted mechanical equipment should not be visible from Bluff Road or from Moraine View Parkway.

13. Refuse Storage and Disposal. Facilities for storage and disposal of refuse shall be located within the rear yard of any development, shall be adequately sized to accommodate the refuse generated on the site and shall be designed and located so as to avoid impeding the drainage of stormwater as from time to time provided for in the City of Whitewater's Regional Stormwater Plan for the area. Refuse facilities must be completely screened to a height of six (6) feet with a combination of building elements, fencing and/or vegetation.

14. Utilities. All electrical, telecommunications and other utility services shall be buried underground.

15. Antennas and Satellite Dishes. Antennas, satellite dishes, or other transmission devices shall not be visible from Bluff Road or Moraine View Parkway. The location and screening of such devices is subject to approval by the Plan and Architectural Review Board.

16. Lighting. Excessive levels of lighting should be avoided, and all lighting shall be designed so as to minimize spill-over onto adjacent properties. No lighting elements should be visible from off-site. Whenever possible, shielded indirect or "wall washing" lighting should be used to illuminate signs. Pole lighting should be of minimal height and employ full cut-off luminaries with flat lenses.

17. Fences. Fences must be made of wood, brick, masonry, or other permanent materials as approved by the Plan and Architectural Review Board, and may not extend beyond the setback line from any street or beyond any structure into any street yard. All fencing must be designed and located so as to avoid impeding the drainage of stormwater as from time to time provided for in the City of Whitewater's Regional Stormwater Plan for the area.

18. Drainage. Site grading shall be adequately designed to appropriately channel storm drainage in accordance with the City of Whitewater's regional storm water plan for the area.

ARTICLE IV  
LANDSCAPING

1. Minimum Landscaped Area. A minimum of twenty percent (20%) of the gross area of any Lot must be vegetatively-landscaped. This landscaping should present a high-quality image from any street side. To achieve this objective, greenspace should be located within the street yards to the extent possible, and canopy trees, evergreens, shrubs, decorative plantings, etc. should be concentrated on the street side(s) of the Lot.

2. Street Trees. A minimum of one (1) street tree must be provided within the right-of-way for each thirty-five (35) feet of street frontage. This spacing may be increased where the location of driveways, underground utilities or other conditions prevents planting every thirty-five (35) feet. The size and species of these street trees shall be acceptable by the Plan and Architectural Review Board.

3. Setback Area. Trees must be planted within the setback area of any street yard to the extent that at twenty (20) years from the time of planting, tree canopies or covers will provide a minimum of twenty percent (20%) coverage. The extent of canopy shall be based upon published reference texts.

4. Vegetation Type. The choice of vegetation proposed in the landscaping plan should favor a variety of species native to the region, selected and sited to produce a hardy and drought-resistant landscape area.

5. Vegetation Size. Screening plant materials and evergreen and ornamental trees shall be a minimum of four (4) feet in height at time of planting. Canopy and

street trees shall have a minimum two and one-half (2.5) inch caliper at time of planting.

6. Ground Cover Required. All Lot areas not paved or built upon shall be graded and sodded, seeded, or planted with a suitable ground cover.

SECTION V  
SIGNS AND BILLBOARDS

1. Approval Required. All signs must be approved by the Plan and Architectural Review Board prior to installation.

2. On-Premises Business Signage. Signage directing attention to a business, commodity, product or service shall be limited to those identifying the business, commodity, product or service conducted, offered or produced on the Lot.

3. Monument Sign. Each Lot may be permitted one (1) monument sign, which sign may either be a business sign identifying the business, commodity, product or service conducted, offered or produced on that Lot, or in the event multiple businesses are conducted on such Lot (a "Multi-tenant Property"), such monument sign may be a Group Sign. For purposes of this Section V, a "Group Sign" means a sign displaying the collective name of a group of businesses conducted on a Lot such as the title of a building or center, or its tenants, or both. Any permitted monument sign shall be a maximum of five (5) feet in height from base to top of sign, and otherwise consistent with these Covenants and the City of Whitewater's Ordinances regarding size, design and location.

4. Building Mounted Signs. Not more than one (1) building-mounted wall sign shall be permitted for each business located on a Lot. If no monument sign exists or is erected on a Lot, the Plan and Architectural Review Board of the City of Whitewater may, to the extent consistent with the City Ordinances regarding signs, allow the installation of: one (1) additional building-mounted wall sign identifying the business, commodity, product or service conducted, offered or produced on that Lot; or in the event the Lot is a Multi-tenant Property, one (1) building-mounted Group Sign. The total surface area of all wall-mounted signs, including any additional wall-mounted sign permitted in lieu of a monument sign, shall not exceed an area equal to ten percent (10%) of the first floor surface area of the front wall of the building located on a Lot and no one (1) business sign may exceed thirty-two (32) square feet in area, and no one (1) group sign may exceed fifty (50) square feet in area. For purposes of this provision, the building's front wall shall mean the wall facing the streetyard of the Lot, and in the event the Lot is a corner Lot having two (2) streetyards, the building's wall constituting the front wall shall be designated at the time of construction of such building and shall not thereafter be changed without the specific approval of the Plan and Architectural Review Board of the City of Whitewater. All building-mounted wall signs must be mounted flush with the building and otherwise consistent with the City Ordinances regarding size, location, design, lighting and number of signs.

5. Prohibited Signs. Projecting building-mounted signs, pole signs, animated or motion signs, flashing signs, and roof-mounted signs are prohibited.

6. Sign Illumination. Illuminated signs may be permitted. Indirect lighting will be preferred over internal lighting.

7. Color and Materials. Materials used in sign construction should be complementary in style and quality to facing materials used on the building. Colors should be subdued.

ARTICLE VI  
MAINTENANCE STANDARDS

1. General Provisions. Each Lot and all improvements thereon shall at all times be kept in a safe, clean and wholesome condition.

2. Repairs and Alterations. Any and all repairs, alterations and additions shall be of at least equal quality to the original.

3. Rubbish and Waste Materials. No rubbish shall be burned on the premises. All waste materials shall be located within the refuse storage and disposal facilities constructed in accordance with the site development plan. Storage of waste materials shall not exceed thirty (30) days on any Lot.

4. Landscaping. All vegetative and non-vegetative landscaping shall be maintained in a healthy and well-kept condition.

ARTICLE VII  
RESALE OF LOTS AND/OR PORTIONS OF LOTS

In the event any owner, other than the City of Whitewater and/or the Community Development Authority of the City of Whitewater, of any Lot subject to these Covenants elects to sell any portion of the undeveloped land which is not then being used in connection with the business or industry of such owner, the same shall first be offered for sale, in writing, to the City of Whitewater at the price per acre paid for such land when such land was initially purchased from the City of Whitewater (or in the event such land was purchased from the Community Development Authority of the City of Whitewater following the purchase thereof by the Community Development Authority of the City of Whitewater from the City of Whitewater, then at the price per acre paid for such land when such land was purchased from the Community Development Authority of the City of Whitewater), together with the costs of any special assessments paid from the date of purchase of said land from the City of Whitewater (or if first sold by the City of Whitewater to the Community Development Authority of the City of Whitewater, then from the date of purchase of said land from the Community Development Authority of the

City of Whitewater) to the date of closing of the resale to the City of Whitewater, if the City of Whitewater so elects to re-purchase such undeveloped land or portion thereof. The City of Whitewater shall have ninety (90) days from the date of receipt of such offer to accept or reject the same, unless an extension of the time is mutually agreed upon and set forth in writing. Acceptance or rejection of any such offer shall be approved by the Common Council of the City of Whitewater following a review and recommendation with respect thereto by the Plan and Architectural Review Board of the City of Whitewater. In the event the City of Whitewater accepts such offer, the owner ("Seller") shall convey title to said land to the City of Whitewater, or the City of Whitewater's designee, by warranty deed, free and clear of all liens and encumbrances, except these covenants, conditions and restrictions, recorded easements for public utilities approved by the City of Whitewater, rights of the public in roadways as laid out, dedicated or used, deferred unpaid assessments for public improvements, if any, and real estate taxes for the then-current year; Seller shall be responsible for prorated real estate taxes for the year of sale through the date of sale; Seller shall provide, at Seller's expense, a title insurance policy insuring the City of Whitewater or its designee as the owner upon repurchase for the full amount of the repurchase price. In the event the City of Whitewater rejects any such offer and said owner proceeds with the sale of any portion of the undeveloped land to a third party, said conveyance shall be subject to the continuing provisions of this Article, and said third-party purchaser, if it, in the future, elects to sell any portion of the undeveloped land which is not then being used by it in connection with its business or industry, shall be required to again first offer said then-undeveloped portion of land for sale in writing to the City of Whitewater at the price per acre paid for such land by the initial purchaser from the City of Whitewater (or in the event said land was initially first purchased from the City of Whitewater by the Community Development Authority of the City of Whitewater, then at the price per acre paid for such land by the purchaser from the Community Development Authority of the City of Whitewater), together with the cost of any special assessments paid by owners of said lands from the date of such original sale by the City of Whitewater (or the Community Development Authority of the City of Whitewater, as the case may be) to the date of repurchase, all on the same terms and conditions as set forth above, it being the intent that the City of Whitewater shall have and retain a continuing right to repurchase undeveloped lands under this Article. Any proposed re-division or further division of any Lot and any sales of portions of parcels or Lots resulting in change or adjustment of lot lines must be approved by the Plan and Architectural Review Board of the City of Whitewater.

**ARTICLE VIII  
RECAPTURE AND RESALE OF LAND**

1. If any owner, other than the City of Whitewater or the Community Development of the City of Whitewater, of any Lot does not commence construction of a building or buildings thereon within one (1) year after the date of purchase of said Lot by said owner, the City of Whitewater shall have the option to repurchase said Lot as provided for in this Article. Exercise of the option shall be effected by a resolution adopted by the Common Council of the City of Whitewater. So long as said owner has not commenced construction of a building or buildings on said Lot, said option shall be exercisable by the City of Whitewater upon delivery in writing of a notice to said owner at any time after the expiration of said one (1) year period, or such longer period as may be agreed to in writing between said owner and the City of Whitewater Common Council. If said option to purchase is exercised, closing shall take place within sixty (60) days following the exercise of said option on such date as shall be designated by the City of Whitewater specified in the notice of exercise, or on such later date as may be agreed to in writing between said owner and the City of Whitewater Common Council. In the event the City of Whitewater exercises its option to purchase contained in this Article, the repurchase price to be paid by the City of Whitewater (or its designee) shall be computed at the price per acre paid for such land by the initial purchaser of said land at the time of purchase thereof from the City of Whitewater (or in the event said land was initially sold by the City of Whitewater to the Community Development Authority of the City of Whitewater and subsequently resold by the Community Development Authority of the City of Whitewater, then at the price per acre paid for such land by the initial purchaser of said land from the Community Development Authority of the City of Whitewater), plus any special assessments paid by the owners of such land from the date of purchase of such land from the City of Whitewater (or the Community Development Authority of the City of Whitewater, as the case may be) to the date of closing of the re-purchase by the City of Whitewater or its designee under this Article. In the event the City of Whitewater exercises its option to re-purchase hereunder, conveyance of said lands shall be by warranty deed from said owner ("Seller") to the City of Whitewater or its designee, free and clear of all liens and encumbrances, except these covenants, conditions and restrictions, recorded easements for public utilities approved by the City of Whitewater, rights of the public in roadways as laid out, dedicated or used, deferred unpaid assessments for public improvements, if any, and real estate taxes for the then-current year; Seller shall be responsible for prorated real estate taxes for the year of sale through the date of sale; Seller shall provide, at Seller's expense, a title insurance policy insuring the City of Whitewater or its designee as the owner upon repurchase for the full amount of the repurchase price.

2. Nothing contained in this Article shall be deemed to give the City of Whitewater a right of first refusal or option to purchase under this Article with regard to lands which have been improved by a construction of a building or buildings thereon, it being intended that the option provisions provided for in this Article shall apply only to vacant parcels and that the owner of any Lot which has been improved by the construction of a building or buildings thereon shall have the right to sell all of such property as one parcel, together with the improvements thereon.

ARTICLE IX  
DURATION OF COVENANTS

The covenants, restrictions and provisions of this Declaration shall be deemed and considered to be covenants running with the land and shall be binding upon all parties and persons having an interest in the land affected hereby for a period of ten (10) years from the date this Declaration is recorded, after which time, this Declaration shall automatically be extended for successive periods of ten (10) years each, unless an instrument signed by the then owners of the Lots or parcels subject to these covenants and restrictions holding two-thirds (2/3) of the vote (as hereinafter defined) and approved by the Common Council of the City of Whitewater (after review and recommendation by the Plan and Architectural Review Board of the City of Whitewater) has been recorded agreeing to terminate these covenants, restrictions and provisions, and in the event of an amendment of these covenants, restrictions or provisions in accordance with the provisions of Article XI below, the same shall continue in force as so amended, in a like manner for the balance of that then-current term, and shall in the same way be automatically be extended for successive like terms. In determining voting rights hereunder, one (1) vote shall be counted for each Lot, and if there is more than one (1) owner of any such Lot, the vote allocated to such Lot shall be divided between said owners according to their percentage of ownership interests of record. Any Lot owned by the City of Whitewater and/or the Community Development Authority of the City of Whitewater shall be included in such voting, with one (1) vote for each such separate Lot so owned. Those votes of the City of Whitewater with respect to Lots owned by the City of Whitewater shall be exercisable and cast by the action of the Common Council of the City of Whitewater.

ARTICLE X  
ENFORCEMENT

Any dispute involving these covenants shall be decided by the Plan and Architectural Review Board of the City of Whitewater. The enforcement of the restrictions and covenants contained in this Declaration shall be by proceedings at law or in equity against any person(s) or entity(ies) violating, or attempting to violate, any covenant or restriction, either to restrain violation or to recover damages, with such election at the option of the enforcing parties. Such proceedings may be commenced by any owner or owners of Lots subject to these restrictions and covenants and/or by the City of Whitewater.

ARTICLE XI  
AMENDMENT OF DECLARATION OF RESTRICTIONS AND COVENANTS

Except as hereinafter provided, the within restrictions and covenants may be amended by a written instrument executed by the then current owners of Lots subject to these restrictions holding a majority of votes as determined under the provisions of Article IX hereof and executed on behalf of the City of Whitewater as authorized by motion or other resolution duly adopted by a majority of the Common Council of the City of Whitewater after having considered the recommendations of the Plan and Architectural Review Board of the City of Whitewater.

ARTICLE XII  
VARIANCES

Where, in the judgment of the Plan and Architectural Review Board of the City of Whitewater, it would be inappropriate to apply literally the provisions of these restrictions and covenants because of unusual circumstances, or because exceptional practical difficulty or undue burden would result, the Plan and Architectural Review Board of the City of Whitewater may waive or modify any requirements set forth in these covenants other than the requirements and provisions related to termination and/or amendment, subject, however, to the following:

1. Not less than ten (10) days prior to the date of consideration of such waiver or modification or variance by the Plan and Architectural Review Board, written notice specifying the proposed waiver, modification or variance and the time, date and place when the Plan and Architectural Review Board will consider the same shall be mailed to the then current owners of all of the Lots then subject to these covenants and restrictions who would be entitled to vote under the terms of Article IX above, utilizing for such mailing purposes the most recent addresses for such owners contained in the assessment rolls of the City of Whitewater.

2. In the event written objections to such proposed modification, waiver or variance executed by a majority of the owners who would be entitled to vote under the terms of Article IX are delivered to the City Clerk of the City of Whitewater prior to the time and date of the meeting at which the Plan and Architectural Review Board is to consider such waiver, modification or variance, such waiver, modification or variance may not be approved or granted by the Plan and Architectural Review Board.

ARTICLE XIII  
SEVERABILITY

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





# Community Development Authority

Meeting Date:	April 16, 2026
Agenda Item:	Memo Re: strategy plan
Staff Contact (name, email, phone):	Mason Becker, <a href="mailto:mbecker@whitewater-wi.gov">mbecker@whitewater-wi.gov</a> , 262.443.4458

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

City staff are working on developing goals for the Community Development Department. Related to this, City staff felt it would be beneficial for the CDA to undergo a strategy session/ discussion as well. Below are different formats for possible strategy session formats. The intent is to provide flexible options that align with time constraints, objectives, and desired depth of discussion.

- Full-Day Strategy Session. Best for: Deep planning, major transitions, and long-term visioning
- Half-Day / Partial-Day Session. Best for: Targeted strategy development or refinement
- Embedded Strategy Segment (Before/End of Meeting). Best for: Ongoing alignment and incremental planning
- Multi-Session Series. Best for: Complex or phased strategic initiatives.

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

**FINANCIAL IMPACT**  
(If none, state N/A)

- Approximately \$5K–\$15K
- Funds would be required for expenses towards a facilitator
- Depending on the format chosen, funds would be needed for meals and other incidentals

**STAFF RECOMMENDATION**

- Discuss best format

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