



Plan & Architectural Review Meeting

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

Monday, October 13, 2025 - 6:00 PM

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

Plan and Architectural Review Commission

Oct 13, 2025, 6:00 – 9:00 PM (America/Chicago)

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/142195909>

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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

OATH OF OFFICE

APPROVAL OF AGENDA

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

HEARING OF CITIZEN COMMENTS

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

CONSENT AGENDA

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

1. Approval of September 8, 2025 Minutes.

PUBLIC HEARING FOR REVIEW AND POSSIBLE APPROVAL

2. Discussion and possible approval of a Conditional Use Permit for Drive-Thru, Drive-Thru Service Order Board, 2nd Building Wall Sign and Site Plan Review for Dunkin Donuts located at 1185 W Main Street, Whitewater, WI 53190. Parcel #: /L00011.
3. Discussion and possible approval of a Conditional Use Permit for Coperion Solutions, LLC. Tax Parcel #HAS 00054.
4. Discussion and possible approval of a Conditional Use Permit for First Floor Residential located at 319 W James Street, Whitewater, WI 53190. Parcel #: /TR 00025.
5. Discussion and possible approval of a Conditional Use Permit for First Floor Residential Use for Habitat for Humanity of Walworth County for Tax Parcel #: /TRA 00003.

ITEM REMOVED FROM AGENDA AFTER NOTICES SENT OUT

6. Discussion and possible recommendation to Common Council for change to the Comprehensive Plan Future Land Use Map for Tax Parcel #A444200001 from General Manufacturing District (M-1) to Multi-Family Residence District (R-3).
7. Consideration to Approve and Recommend to Common Council a change in District Zoning Map to Rezone Parcel #A444200001 vacant land at end of E Main Street from M-1 (Manufacturing) to R-3 (Multi-Family Residence District).

DISCUSSION/CONSIDERATION

8. Update regarding Amendment to Simultaneous Property Swap Agreement.
9. Update regarding Comprehensive Plan.

FUTURE AGENDA ITEMS

NEXT MEETING DATE

ADJOURNMENT

Anyone requiring special arrangements is asked to call the Office of the City Manager / City Clerk (262-473-0102) at least 72 hours prior to the meeting. Those wishing to weigh in on any of the above-mentioned agenda items but unable to attend the meeting are asked to send their comments to:
c/o Neighborhood Services
312 W. Whitewater Street
Whitewater, WI 53190
or ldostie@whitewater-wi.gov

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



Plan & Architectural Review Meeting

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

*In Person and Virtual

Monday, September 08, 2025 - 6:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

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

PRESENT

Chairman, Councilmember Neil Hicks
Board Member Bruce Parker
Board Member Tom Miller
Board Member Marjorie Stoneman
Vice Chairman Lynn Binnie
Board Member Lisa Dawsey Smith

ABSENT

Board Member Carol McCormick

STAFF

Allison Schwark, Zoning Administrator
Mason Becker, Economic Development Director
Llana Dostie Neighborhood Services Administrative Assistant

APPROVAL OF AGENDA

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Motion made by Board Member Dawsey Smith, Seconded by Board Member Miller.

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

HEARING OF CITIZEN COMMENTS

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

None.

CONSENT AGENDA

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

1. Approval of Minutes of August 11, 2025

Binnie stated changes to the last missing to in Stoneman's clarification And the motion missing "to deed". Updated.

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

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

PUBLIC HEARING FOR REVIEW AND POSSIBLE APPROVAL

2. Consideration to Approve and Recommend to Common Council a change in the District Zoning Map to Rezone Parcel #/TRA 00049, /TRA 00050 and /TRA 00051 Washington Elementary School located at 506 E Main Street from R-2 (One and Two Family Residence District) to I (Institutional District).

Zoning Administrator Schwark explained this is very similar to the requests you saw at the last PARC meeting. This is for the Elementary school to change from the One and Two Family Residence District to the Institutional District. The district is working on future projects and looking to become more compliant with the zoning.

Binnie unfortunately the public notice has the wrong date on it. (The packet notice was wrong, notice to paper and residents had correct date).

Was glad to see a revision to the application that now has schools on there in addition to universities. Under Conditional Use the applicant checked the planned development and this is not a planned development and we don't need a conditional use for this rezone.

Motion to approve with removal of the applicant's check for planned development.

Motion made by Board Member Dawsey Smith, Seconded by Vice Chairman Binnie.

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

DISCUSSION/CONSIDERATION

3. Conceptual Plan Review of possible subdivision to be located on Hale/Pearson Farm on Warner Road for Belinski Homes Parcel # /WUP 00332

Zoning Administrator Schwark stated this is a conceptual review only. We are not voting on anything tonight; this is the PARC opportunity to give feedback. This is a 99 lot residential subdivision. Approximately 33.5 acres. They are proposing minimum 6,000 sq feet lot sizes with front and rear setbacks of 20 feet and side yard setbacks of 8 feet. The development would include new infrastructure that includes sidewalks and a 60 foot ROW width. It appears on the conceptual review drawings that sidewalks are on both sides of the street. In their narrative they mention a possible exception for sidewalks , for only one side of the street. The applicant had originally proposed a PCD (Planned

Development). After further review it is recommended the developer go with a rezone R1-s, which is our one family residence district small lots. It is for moderate density single family dwellings. This is a zoning district that is already established in the City of Whitewater. And looking at the conceptual plans the development would already be in compliance with the R1-s One Family Small Lot Residence designation.

John Donovan with Belinski Homes stated as an Acquisition and Development Manager, I attended a housing forum asking developers for help for developments. He calls it attainable housing. Believes there is a shortage in attainable housing. Multi-family is not going to solve all the issues. This is not the easiest site for infrastructure. There will be a lift station and will need to cross wetlands. This will be built in phases. This approval process will take approximately 6 months. Willing to work with city for traffic studies.

Stoneman stated she felt it was a lot of traffic for Warner Road but if you had it going up to Breidsan Hill Drive. Glad you are considering other road options.

Bob Freiermuth W9625 Breidsan Hill Drive. The potential other entrance comes through my property. This secondary entrance will likely be the most used. Will decrease property in value. They are not even close to the value of their lots. City of Whitewater employees don't live here. This type of subdivision will not add very much value. I could possibly have 21 houses on my lot. You are going to disrupt our neighborhood and our road.

Bruce Eshelman W9625 Breidsan Hill Drive. This is the second time I have appeared in front in this committee for a subdivision in that field. Doesn't think that Breidsan Drive can handle the traffic. Which access point Warner or Breidsan would contain the most traffic. The whole subdivision is here. Which entrance will have the most traffic. Will you widen Breidsan Hill Drive- it is barely wide enough for two cars. You need to survey the area in the cost of using Breidsan Hill Drive. Can you support the water that this subdivision would require?

Megan Rupperecht W9667 Homburg Lane why do we have to create this subdivision right against rural lots. Can you look at other options?

Gary Kiger W9609 Breidsan Hill Drive asked about if the town has been asked, has there been a traffic study, does the city intend to annex the properties?

Joe Haverkamp W9589 Breidsan Hill Drive. Has several concerns about the roads. The city should use city resources. Has concerns about stormwater run off.

Julie Kollwelter W9665 Homburg Lane. Pressure on schools. Studies don't show life time value of infrastructure. The city already has a lot of underdevelopment of lots in the city. We average 1.95 per units on lots. There is a farm on Warner Road. We bought this land because we wanted to live in the country.

Jesus Serne N9602 Warner Road. The traffic on Warner is very difficult on Sunday. We chose to live in the country.

Cliff Floerke W9616 Breidsan Hill Drive. The traffic. If you drive in Breidsan Hill Drive there are a lot of tight corners on the road. The size of the lots don't fit any of the lots around. This is more of a trailer park.

Raquel Serne N9602 Warner Road. There is no bus service on Warner Road currently. The traffic is very high. You see deer every day on Warner.

Dawsey-Smith I wanted to just note that residential development is consistent with future land use for the City of Whitewater. It would be important for future maps to show the city limits and where they end. Road access needs to be addressed. The sidewalk questions will need to be answered when the applicant comes back.

Parker stated that he has a couple concerns one being the sidewalk issue. Would hope that the Parks Department really looks at the parkland. Agrees a traffic study should be done.

Binnie asked about where the city limits are?

Stoneman stated that it is important that we have affordable single family homes in our community. I think we need to make sure we do a study on the roads to make sure they are safe.

Hicks stated a traffic study would be something we would want to look at. Lot sizes if it fits with those around.

Economic Director Becker stated that if they meet the requirements for the lot sizes would hinge on whether a rezone is approved or not.

Zoning Administrator Schwark stated this property is not currently zoned agricultural use. This property is actually zoned for one and two family residence district.

Binnie stated that this property is not currently zoned R-1s and so it would require a rezone.

Zoning Administrator Schwark confirmed that this was correct.

4. Update on Royal Hounds.

Zoning Administrator Schwark stated this is a brief update on Royal Hounds. Unfortunately, Royal Hounds has not started the construction of their project that was previously approved through a Conditional Use through the PARC. This means that their Conditional Use permit is now null and void and they can't proceed with construction without first coming back to obtain Conditional Use Approval.

5. Discussion and possible action regarding approval to proceed with negotiations to acquire real estate for right-of-way purposes at the southeast corner of Franklin Street and W Main Street.

Brad Marquardt, Director of Public Works had a council member ask for this at a council meeting to review the intersection of Franklin Street and W Main Street. Strand was consulted and they developed a plan to improve that turning movement for semis at that intersection. The first step to acquire the property is for PARC to approve.

Binnie asked if this is a truck route.

Brad confirmed it was.

Motion to approve to acquire property needed.

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

FUTURE AGENDA ITEMS

None.

NEXT MEETING DATE OCTOBER 13, 2025.

ADJOURNMENT

Meeting was adjourned at 6:57 p.m.

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

MEMORANDUM

To: City of Whitewater Plan and Architectural Review Commission

From: Allison Schwark, Zoning Administrator

Date: October 13, 2025

RE: Conditional Use Permit and Site Plan Review

Summary of Request	
Requested Approvals:	Conditional Use Permit for All uses with second wall sign and pylon signage (for which the conditions shall, among other issues, maintain visual continuity and attractive pedestrian movement along the street fronts) Conditional Use Permit for All uses with drive-in and drive-through facilities (for which the conditions shall, among other issues, maintain visual continuity and attractive pedestrian movement along the street fronts). Site Plan Review for conversion from a bakery and coffee shop to Dunkin Donuts.
Location:	1185 W Main Street (/L 00011)
Current Land Use:	The Sweet Spot Bakery and Cafe
Proposed Land Use:	Dunkin Donuts with Drive-Through
Current Zoning:	B-1 Community Business District
Proposed Zoning:	N/A
Future Land Use, Comprehensive Plan:	Community Business

Site Plan Review

The applicant is requesting a Conditional Use Permit for the overage of wall signage and a drive-through with signage located on the building at 1185 W Main Street. Signage includes:

1. 1, internally illuminated 11.5 square foot sign.
2. 1, internally illuminated 25 square foot sign.
3. 4, externally illuminated wall graphics near the drive-through.
4. 1, internally illuminated replacement 74.28 square foot pylon sign.
5. 1, all in one internally illuminated menu board with canopy.

6. Miscellaneous directional signage to be painted on the pavement for drive-through.

Please see enclosed in your packet precise measurements and the location of each sign as indicated on the site plan submitted by the applicant.

According to section 19.54.080 - Permanent business sign group, all businesses requesting more than one wall sign require a Conditional Use Permit.

According to section 19.54.030 pertaining to order board signs:

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

Additionally, the applicant is seeking site plan approval to significantly renovate and improve the building to be designed as a standard Dunkin Donuts facility. Previously the property was used as a similar use, bakery and café for several years and was just recently sold in preparation for new development. The overall site layout is not changing or altering, the size of the building is not changing or being altered, and the drive-through layout is not changing from the existing configuration. However, the building will receive new façade, and the interior will be renovated to match current design standards for the franchise. All freezer, trash, and mechanical equipment will be fully screened and remain in the same locations. An existing outdoor seating area will remain.

Planner's Recommendations

- 1) Staff recommends that Plan Commission **APPROVE** the Conditional Use Permit and Site Plan Review with the following conditions:
 - a) The project shall be developed in accordance with the approved site plan, architecture, and landscape plan. Any deviation from the approved plans shall require zoning administrator and/or Plan Commission approval.
 - b) The proposed outdoor seating area shall be approved as part of the site plan review, and exempt from having to apply for an annual outdoor café permit.
 - c) The Conditional Use Permit shall run with the applicant, not the land. Any change in owner, operator, or business shall require subsequent approvals.
 - d) Any conditions stipulated by the PARC.

1. OMNI Backline
2. 5'-0" POS & 2'-0" Pick-up Counter w/ (2) two single mo bookcases
3. 5 Wide donut case
4. 1 Eversys Enigma Espresso Machine
5. 7'-10" Sandwich Station

LINEAR FEET OF STORAGE REQUIRED						
DRY STORAGE						
DD	BR		Total	-10%	-20%	
27	N/A		27	24	22	
REFRIGERATION						
DD	BR		Total	-10%	-20%	
15	N/A		15	14	12	
FREEZER						
DD	BR	JBOD	Total	-10%	-20%	
24	N/A	8	32	29	26	

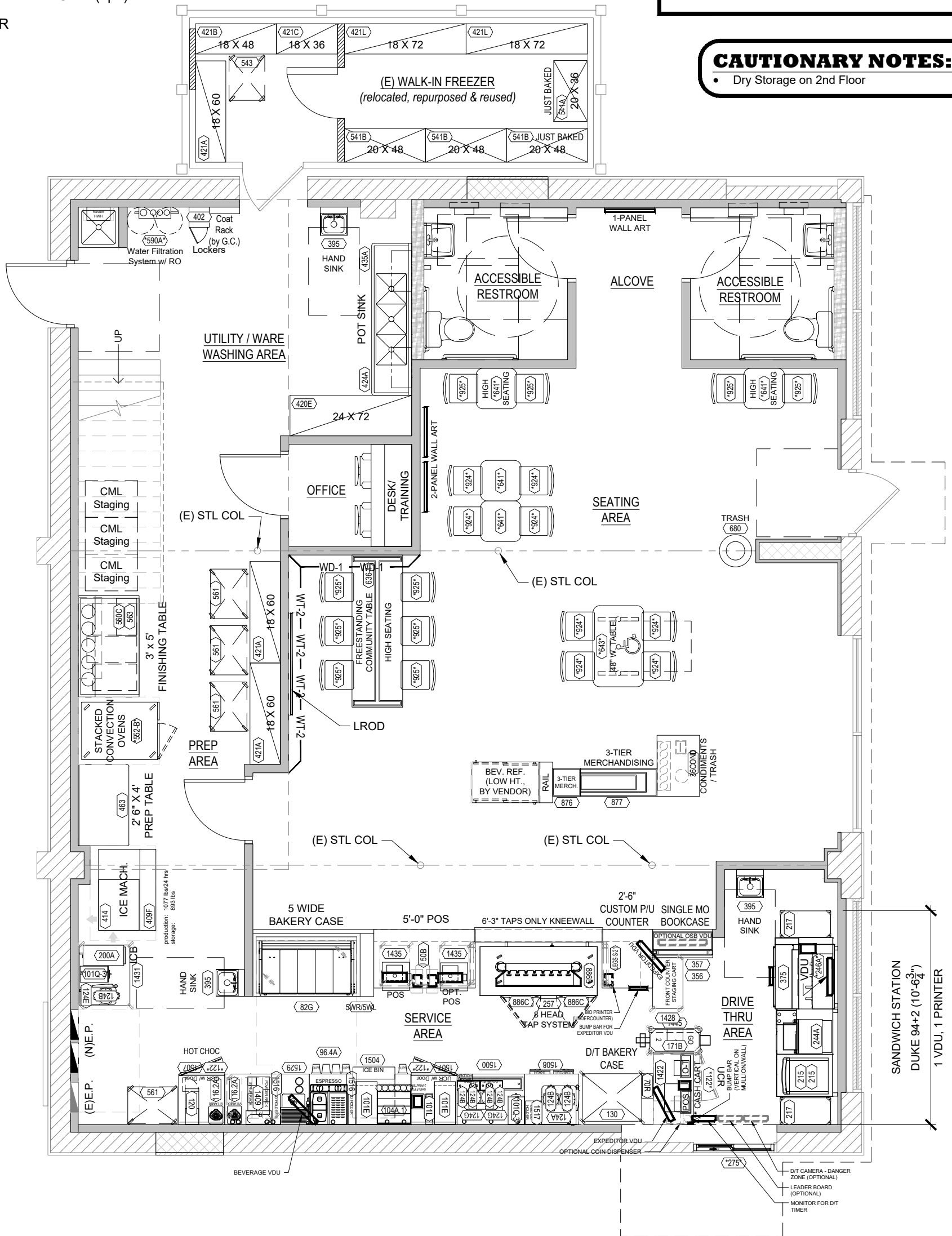
□ = PRINTER

Dry Storage: 77 LF (17 1st Flr + 60 2nd Flr)
Refrig: 12 LF
Freezer: 28LF
(JBOD: 8 LF)

1. THIS LAYOUT MEETS "GSD" STANDARDS.
2. FRANCHISEE'S ARCHITECT SHALL ENSURE 40" MINIMUM CLEAR ACCESS INTO AND THROUGHOUT THE STORE FOR DELIVERY OF LARGE EQUIPMENT ITEMS.
3. FRANCHISEE'S ARCHITECT TO VERIFY COMPLIANCE WITH APPLICABLE ADA AND CODE REQUIREMENTS FOR RESTROOM(S) AND ENTRANCE(S).
4. WINDOW(S) TO BE IN-FILLED, TINTED, OR BLOCKED OUT WITH APPROVED DBI WINDOW GRAPHICS.
5. UNSIGHTLY UTILITIES:

TO ENHANCE THE D/T EXPERIENCE PLAN ACCORDINGLY TO EITHER REMOVE OR SCREEN WHEN POSSIBLE.
6. DEFAULT WATER FILTRATION SYSTEM SHOWN: ARCHITECT TO HAVE WATER TESTED TO VERIFY ACTUAL SYSTEM REQUIRED. BOOSTER PUMP CAN BE ELIMINATED IF INCOMING WATER PRESSURE TO THE BUILDING IS 65PSI OR HIGHER.
7. DEFAULT EQUIPMENT FOOTPRINT SHOWN: ARCHITECT TO COORDINATE WITH FRANCHISEE TO DETERMINE ACTUAL EQUIPMENT REQUIRED.

- Dry Storage on 2nd Floor



SCALE: 3/16" = 1'-0"

KORU

F'EE / OPS PREFERENCES:

- 1. OMNI Backline
- 2. 5'-0" POS & 2'-0" Pick-up Counter w/ (2) two single mo bookcases
- 3. 5 Wide donut case
- 4. 1 Eversys Enigma Espresso Machine
- 5. 7'-10" Sandwich Station

LINEAR FEET OF STORAGE REQUIRED						
DRY STORAGE						
DD	BR		Total	-10%	-20%	
27	N/A		27	24	22	
REFRIGERATION						
DD	BR		Total	-10%	-20%	
15	N/A		15	14	12	
FREEZER						
DD	BR	JBOD	Total	-10%	-20%	
24	N/A	8	32	29	26	

980 SF Non-Retail (1st Floor)
400 SF Non-Retail (2nd Floor)
940 SF Retail
2320 SF Total (1920 1st Flr + 400 2nd Flr)
20 SEATS (1 ADA)
2 Dry Deliveries per Week
2 Ref'd Deliveries per Week
400 Dzns of Donuts per Week
100 Dzns of Munchkins per Week

Dry Storage: 77 LF (17 1st Flr + 60 2nd Flr)
Refrig: 12 LF
Freezer: 28LF
(JBOD: 8 LF)




NOTES:

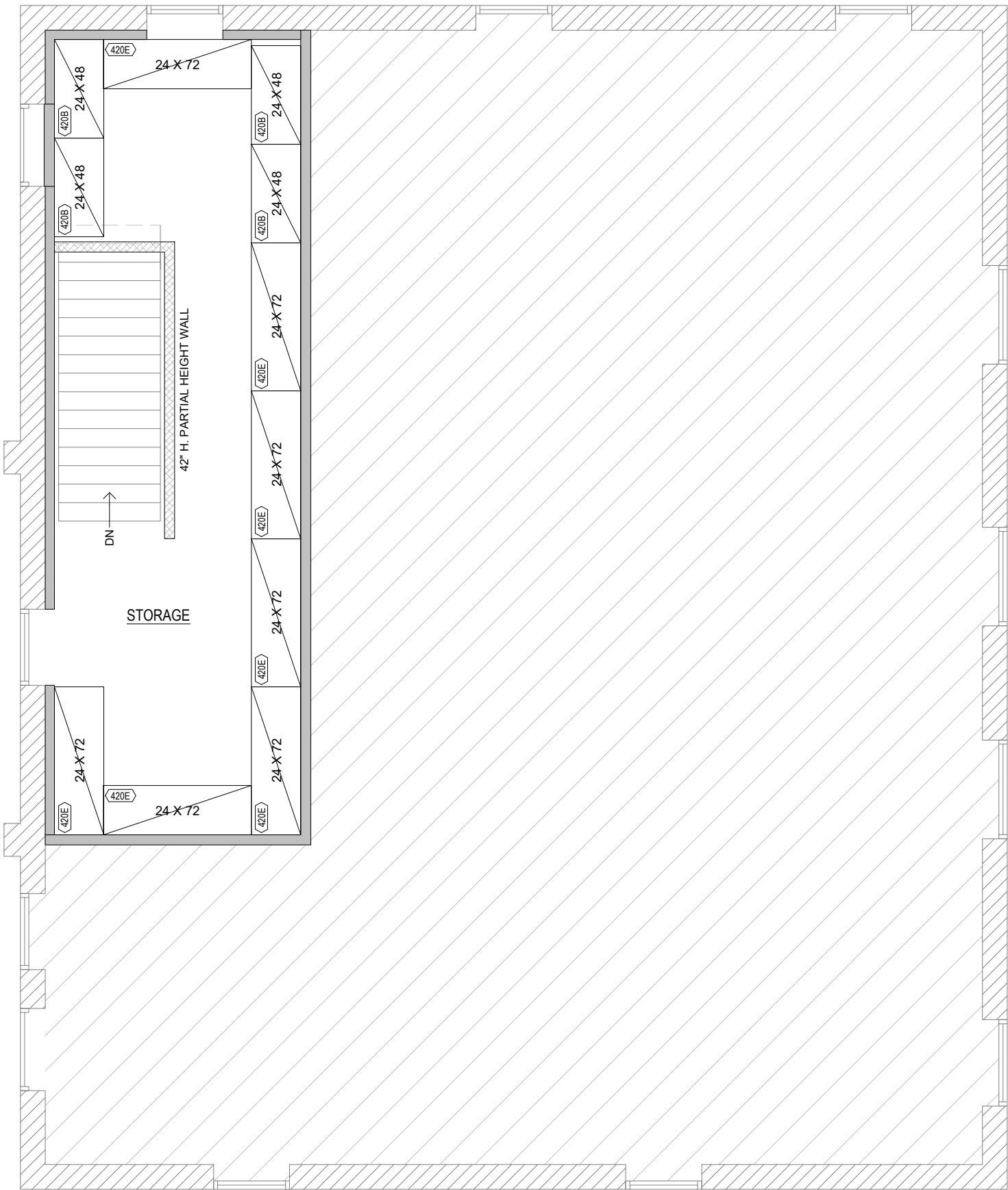
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- 7. DEFAULT EQUIPMENT FOOTPRINT SHOWN: ARCHITECT TO COORDINATE WITH FRANCHISEE TO DETERMINE ACTUAL EQUIPMENT REQUIRED.

CAUTIONARY NOTES:

- Dry Storage on 2nd Floor

-  = VIDEO DISPLAY UNIT
-  = VIDEO DISPLAY UNIT (opt.)
-  = PRINTER



PRELIMINARY FLOOR PLAN (2ND FLOOR)

SCALE: 3/16" = 1'-0"



PC 366212
1185 W Main St, Whitewater, WI
7 October 2025



NORTH (FRONT)
ELEVATION

EAST (SIDE)
ELEVATION



SCALE: 3/16" = 1'-0"

01 GRAY
SW 7019
"GAUNTLET GRAY"

02 CHARCOAL
SW 7069
"IRON ORE"

03 WOOD
PATTERN
COLOR:
"HONEY GLAZE"

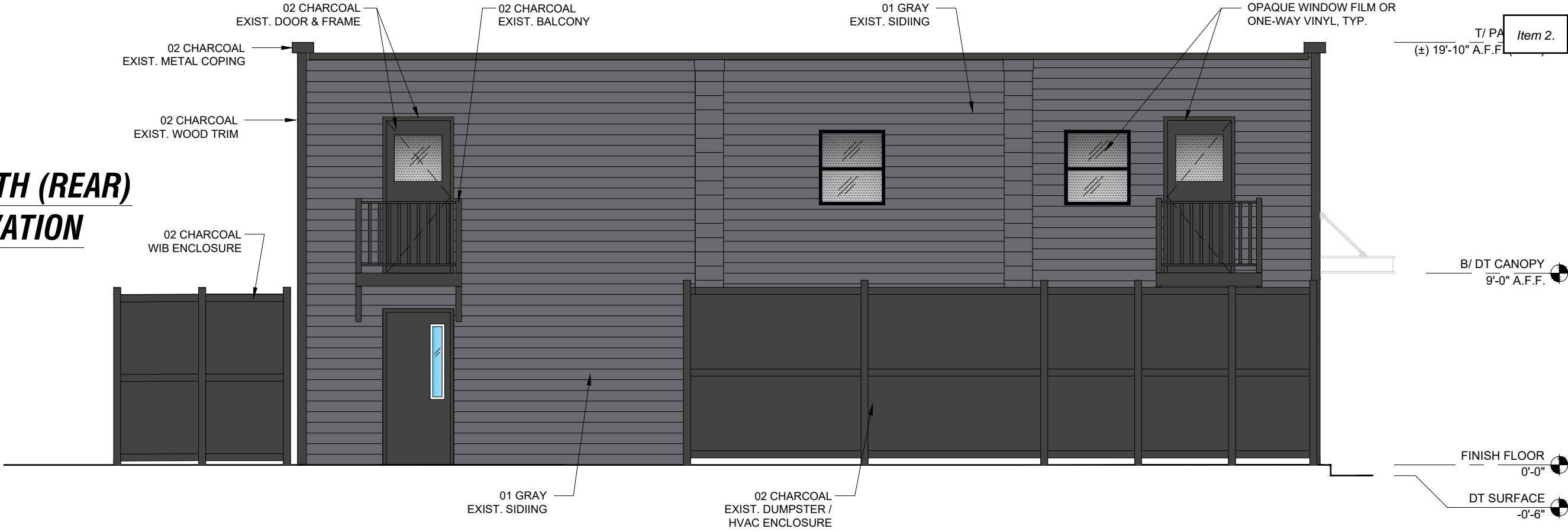
04 OFF-WHITE
SW 7063
"NEBULOUS WHITE"

09 CHARCOAL
SW 7069
"IRON ORE"

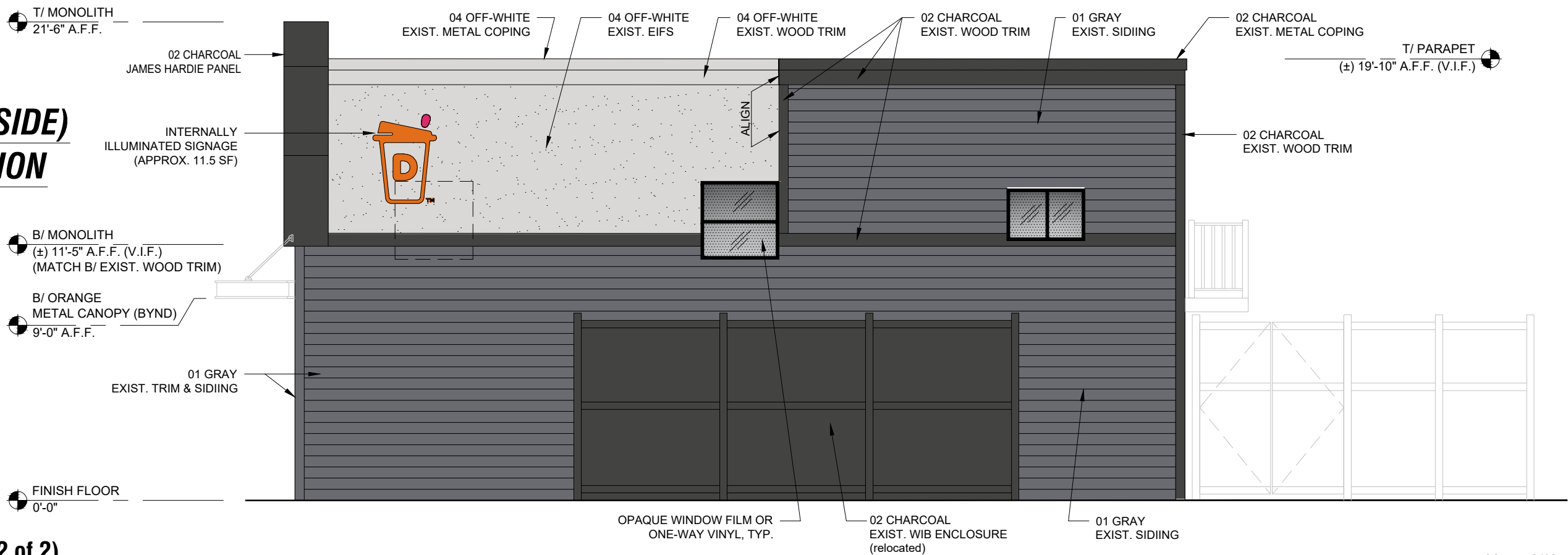
12 DD PINK
PMS 7635C

13 DD ORANGE
PMS 3564C

SOUTH (REAR)
ELEVATION



WEST (SIDE)
ELEVATION



PRELIMINARY
EXTERIOR ELEVATIONS (2 of 2)



PC 366212

1185 W Main St, Whitewater, WI

7 October 2025



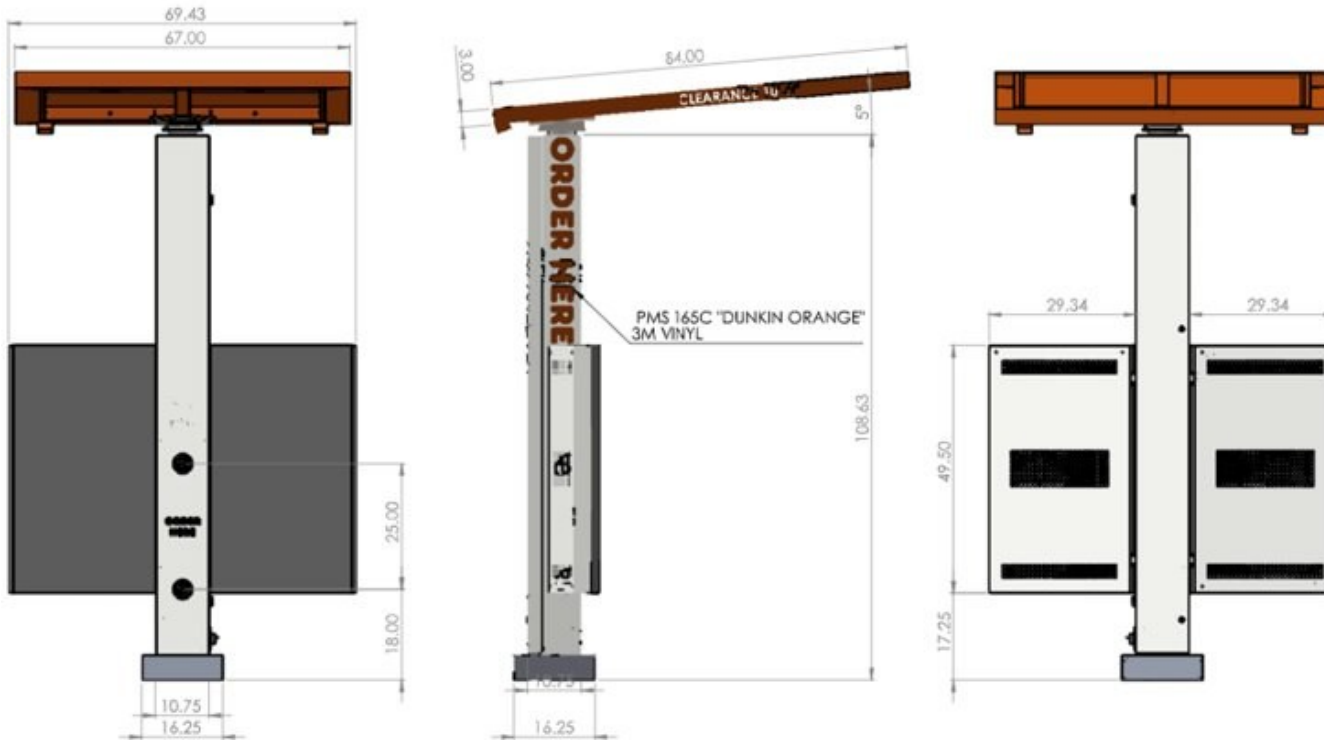
SCALE: 3/16" = 1'-0"



All-In-One (AIO) Menu Board

EXCEPTION REQUEST ONLY:
CORPORATE APPROVAL REQUIRED FOR AIO

28) All-in-One ODMB Measurements



Note: The AIO unit is ordered through a different vendor. Coates is only responsible for installation of the screens and other technology hardware

**EXCEPTION REQUEST ONLY:
CORPORATE APPROVAL REQUIRED FOR AIO**

29) Example Lane Configuration – All-in-One (canopy order point with digital board)

CAR STACK

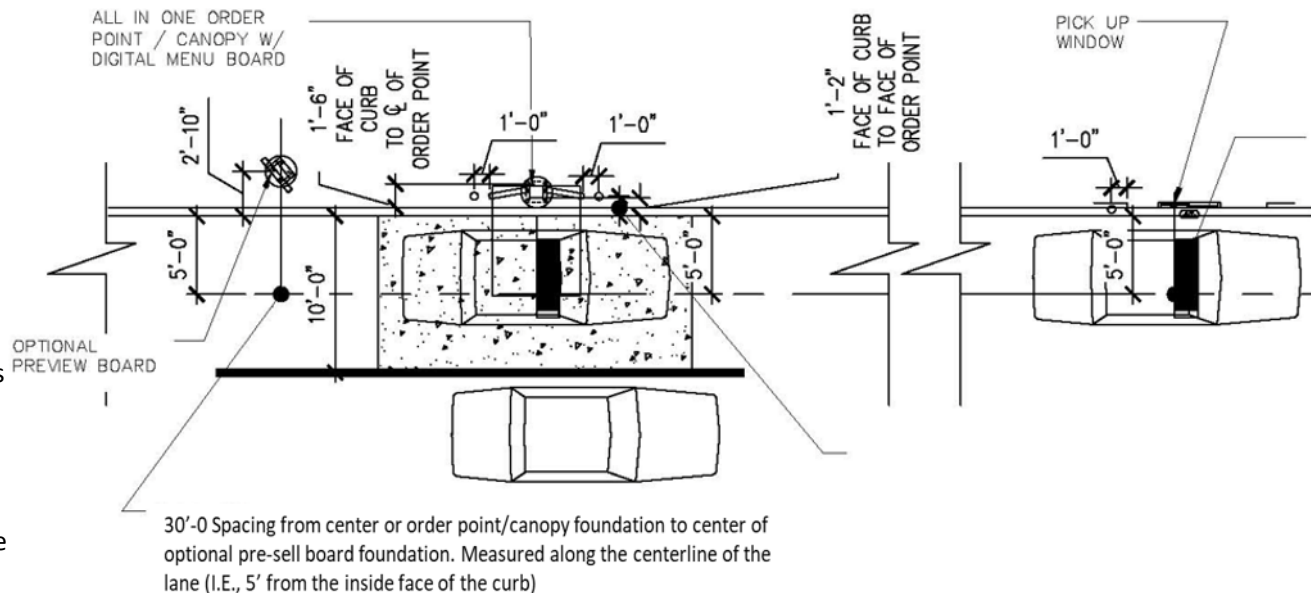
100'-0" FOR 6 CAR STACK- Standard

120'-0" FOR 7 CAR STACK

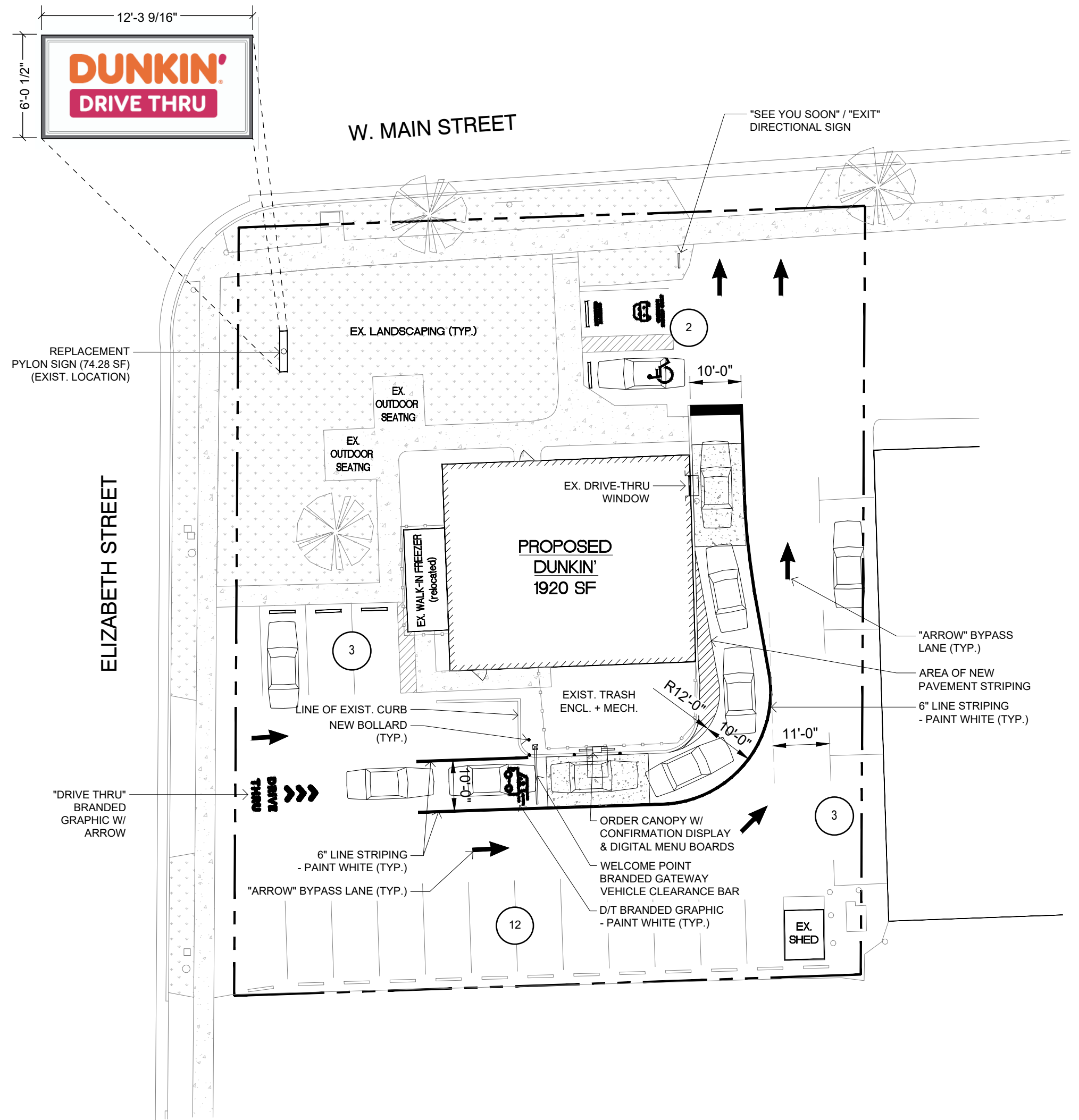
140'-0" FOR 8 CAR STACK

Locations outside of these should be measured in 20' increments

Note: Spacing measurement starts from center of opening of pick-up window to center of order point/canopy foundation: as measured along the centerline of the lane (I.E 5' from the inside face of curb).



**EXCEPTION REQUEST ONLY:
CORPORATE APPROVAL REQUIRED FOR AIO**



PRELIMINARY SITE LAYOUT



PC 366212
1185 W Main St, Whitewater, WI
8 September 2025





Neighborhood Services Department
*Planning, Zoning, Code Enforcement, GIS
and Building Inspections*

www.whitewater-wi.gov
Telephone: (262) 473-0540

CONDITIONAL USE PERMIT

Plan Commission Meeting Date: August 12, 2013
Property Owner: Main 1185 LLC.
Applicant: Lacy Reichwald
Property ID Number: /L 00011
Property Address: 1185 W. Main Street
Whitewater, WI 53190

REGARDING: An approval for a conditional use permit (CUP) for a bakery and coffee shop with a drive through to be located at 1185 W. Main Street.

Approved subject to the following conditions:

1. The site shall be developed in accordance with the site plan dated on July 25th, 2013; including changes addressed in the staff report:
 - a. Signage must be placed on the private property.
 - b. Allow reduction in parking up to a minimum of 12 parking stalls on-site for green space or outdoor seating, if desired.
2. The conditional use shall run with the applicant and not the land. If the business is sold, the new owner/operator must return to the Plan Commission for approval of a conditional use permit.
3. The freezer is considered an addition to the building. The exterior of the freezer addition will be screened using the same proposed materials as used on the building. The screening will be at least 7 feet 6 inches in height.

This permit was prepared by:

Latisha Birkeland

Neighborhood Services Director / City Planner

8/20/13



NOTICE OF PUBLIC HEARING

TO ALL INTERESTED PARTIES:

A meeting of the PLAN AND ARCHITECTURAL REVIEW COMMISSION of the City of Whitewater will be held at the Municipal Building, Community Room, located at 312 W. Whitewater Street on the 13th, day of October, 2025 at 6:00 p.m. to hold a public hearing for consideration for a Conditional Use Permit for Drive-Thru, Drive-Thru Service Order Board, 2nd Building Wall Sign for Dunkin Donuts located at 1185 W Main Street, Whitewater, WI 53190. Parcel #: /L00011

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

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

For information, call (262) 473-0540

Llana Dostie, Neighborhood Services Administrative Assistant

Print

Conditional Use Permit Application - Submission #1920

Date Submitted: 9/10/2025

City of Whitewater

312 W Whitewater Street
PO Box 178
Whitewater, WI 53190
262-473-0540
www.whitewater-wi.gov

Neighborhood Services

Conditional Use Permit Application

Conditional Use Application Checklist**Applicant**

1. Fill out Planning Request form, Conditional Use Application, Plan of Operation Form and Cost Recovery Certificate and Agreement. Twelve (12) copies 11 x 17, a digital copy of all submittal material:

- Application Forms
- Landscaping plan indicating location, type and size of materials (Please review Landscaping Guidelines)
- Stormwater and Erosion Control Applications (if necessary)
- Lighting (Photometric) Plan
- Add any other material you feel are pertinent

2. Application shall include the following Plan requirements:

- All plans shall be drawn to scale and show all sides of the proposed building.
- All plans will exhibit proposed/existing off-street parking stalls and driveway/loading docks.
- Building elevations must include the lot on which the structure is to be built and the street (s) adjacent to the lot.

3. Submit fee to City of Whitewater

City Building Inspector/Zoning Administrator

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

Neighborhood Services Administrative Assistant

1. Conditional Use notice will be published in the local newspaper for two-week period with a one week waiting period for a total of three weeks prior to scheduled public hearing
2. Conditional Use notice will be mailed to property owners that abut the property and those that are within 300 feet minimum/and or further distance at the discretion of the zoning administrator from the property
3. Public Hearing for Conditional Use will be scheduled for the next Plan Commission meeting after notice has appeared in the newspaper for two weeks

Process

1. Plan Commission considers applicant's request and staff review is presented by Zoning Administrator, at the first initial appearance. If Plan Commission recommends changes and/or revisions, then the applicant must revise site plan, otherwise the is forwarded as is for the second appearance for approval/denial of the final site plan.

NOTE: Plan Commission normally meets the second Monday or each month at 6:00 p.m. If a public hearing is required, it will be scheduled at the beginning of the Plan Commission meeting.

Item 2.

Urban Forestry Commission usually meets the fourth Monday of each month at 5:00 p.m.

Taylor Zeinert, Economic Director

262-473-0148

tzeinert@whitewater-wi.gov

Llana Dostie, Neighborhood Services Administrative Assistant

262-473-0144

ldostie@whitewater-wi.gov

Allison Schwark, Municipal Code Enforcement

262-249-6701

mcodeenforcement@gmail.com

Site Plan Upload*

Dunkin 1185 W Main St
Whitewater WI.pdf

Landscaping Plan Upload

Dunkin 1185 W Main St
Whitewater WI.pdf

Lighting Plan Upload

No fi...sen

MSDS Sheets

No fi...sen

Other Information

Dunkin 1185 W Main St
Whitewater WI.pdf

PLANNING REQUEST

General Project Information

Project Tax Key

Project Address*

Project Title (if any)

Applicant, Agent & Property Owner Information

Applicant's First Name*

Applicant's Last Name*

Address*

City*	State*	Zip Code*
Naperville	IL	60563

Phone Number*

331-256-9791

Email Address*

ryan@korugroup.com

Agent Name	Agent Company
Paula Vincent	CM Solutions LLC

Address

City	State	Zip Code

Phone Number

774-270-6995

Email Address

paula@cmsolutionsco.net

Owner First Name (if different from applicant)	Owner Last Name
Dan	McGue

Address

15 Spinning Wheel Rd, Ste 110

City

Hinsdale

State

IL

Zip Code

60521

Phone Number

630-655-8274

Fax Number**Email Address**

dmcgue@shmrk.com

Planning Request (check all that apply)

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

Translation Services**Will translation services be needed during the Plan Board meeting?***

- ☐ Yes
- ☒ No

If Yes, please specify the language required.**Conditional Use Permit Application****I, (We) the undersigned owner(s)/agent do hereby petition the Plan Commission to grant a Zoning Amendment.**

Address and legal description of the subject site*

Lot 11 and 12 of Lawndale, City of Whitewater, Walworth County, Wisconsin

Tax Parcel #*

L 00011

Zoning District*

B-1

**Requested Conditional Use***

Restaurant with drive-thru; pylon sign, electric message sign, building (wall) signs

Petitioner's interest in requested Conditional Use Permit*

Design professional

List type and number of structures, proposed operation or use of the structure(s) or site, number of employee, parking, etc.

One (1) existing building with drive-thru to be retrofitted for new restaurant w/ drive-thru. Number of employee = 3 per shift, existing parking (20 spaces) to remain.

Property Owner Signature*

Dan McGue

Owner's Agent Signature*

Paula Vincent

Address*

15 Spinning Wheel Rd, Ste 110, Hinsdale IL 60521

Address*

15 Spinning Wheel Rd, Ste 110, Hinsdale IL 60521

Phone and Email*

dmcgu@shmrk.com

Phone and Email*

paula@cmsolutionsco.net

Zoning #

Application Review by

Date

Date Filed

Dates Published

Date Notices Mailed

Plan Commission Recommendation

Date Decision Made

Plan of Operations

Property Information

Property Tax Key #*

L 00011

Tenant Information

Previous Business Name*

SweetSpot Bakery

Property Address*

1185 W Main St, Whitewater WI 53190

Years in Operation*

5?

Property Owner*

Dan McGue

New Business Name*

Dunkin'

Owner Mailing Address*

15 Spinning Wheel Rd, Ste 110

Name of Operator*

Shamrock Coffee Inc.

City, State and Zip Code*

Hinsdale, IL 60521

Operator Mailing Address*

15 Spinning Wheel Rd, Ste 110

Owner's Phone #*

630-655-8274

City, State and Zip Code*

Hinsdale, IL 60521

Owner's Email*

dmcgue@shmrk.com

Operator's Phoen # and Email *

630-655-8274; dmcgue@shmrk.com

New Business Use/Operation Information

Description of Business use or Operations*

Dunkin' - coffee shop and bakery w/ drive-thru

Previous Use of Space*

Bakery w/ drive-thru

Hours of Operations (Weekdays)*

5am - 7pm

Hours of Operations (Weekends)*

5am - 7pm

Total Area Space in Square Feet*

5am - 7pm

Toilet Fixtures*

2

Full Time Employees*

5

of Part Time Employees*

20

Customer Seating*

☒ Yes☐ No

Seating Capacity*

20

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

30,000

Sprinkler System*

☐ Yes☒ No

Hazardous/Flammable Chemicals used/stored*

☐ Yes (must attach MSDS Sheets)☒ No

Specified Use of Property and Building(s)

Building A*

Item 2.

Restaurant w/ drive-thru

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

- ☐ Odors
- ☐ Smoke
- ☐ Noise
- ☐ Light
- ☐ Vibrations
- ☒ None

Parking**Dimension of parking lot***

10,900 SF

Number of Spaces Available*

20

Parking Lot Construction*

- ☒ Asphalt
- ☒ Concrete

Type of Screening*

- ☒ Fencing
- ☐ Plantings

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

- ☒ Yes
- ☐ No

Signage(Separate Sign Permit Application Needed)

Type (Check all that apply)*

- ☐ Freestanding
- ☐ Monument
- ☐ Projecting
- ☐ Awning/Canopy
- ☒ Electronic Message
- ☒ Pylon
- ☐ Arm/Post
- ☐ Window
- ☐ Mobile/Portable or Banner
- ☐ None
- ☒ Other

If other, what type

building (wall) signs

Location of Signs*

Pylon sign = Landscaping area (NW quadrant); Electronic Message (d/t menu board) = existing d/t menu board location, south side of building; Wall signs = north and east sides of building

Entertainment**Is there any type of music in this proposal?***

- ☐ Yes (Separate License from Clerk's Office Required)
- ☒ No

Live *

- ☐ Yes
- ☒ No

When will this be offered to customers*

- ☐ Monday
- ☐ Tuesday
- ☐ Wednesday
- ☐ Thursday
- ☐ Friday
- ☐ Saturday
- ☐ Sunday
- ☒ None

What time(s) will this be offered

n/a

Outdoor Lighting**Type***

Existing site lighting

Location*

existing to remain

Utilities**Will you be connected to City Water and Sewer***☒ Yes☐ No**Is there a private well on-site***☐ Yes☒ No**Types of Refuse Disposal***☒ Municipal☐ Private**Approval Date by the Department of Natural Resources of the well for proposed use**

n/a

Approval Date by the County Health Department for existing septic system

n/a

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

Existing or new grease interceptor to be determined upon evaluation, two (2) restrooms, mop sink, 3-comp sink

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

Floor drains (interior), existing gutter & downspouts to be reused (exterior)

Licenses/Permits

☒

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

Permitted Property Use (Please check all that apply)*

- ☐ Single Family Dwelling
- ☐ Two Family Dwelling
- ☐ Modular Home
- ☐ Manufactured Home
- ☐ Second or greater wireless telecommunication facility
- ☐ Home occupations, professional home office for nonretail goods and services no customer access
- ☐ Multi-Family Dwellings
- ☐ Art, Music and School supply stores and galleries
- ☐ Antique, collectible and hobby craft stores
- ☐ Automotive and related parts store, without servicing
- ☐ Hotel and Motels
- ☐ Small appliance repair stores, computer or software sales and service
- ☐ Barbershops/Beauty Parlors
- ☐ Liquor stores without drive-thru facilities
- ☐ Resale Shops
- ☐ Professional and business offices
- ☐ Self-service laundries and dry-cleaning establishments
- ☐ Stationery stores, retail office supply stores
- ☐ Movie theaters
- ☐ Tourist homes and bed and breakfast
- ☒ Bakeries or candy stores with products for sale on premise only
- ☐ Appliance repair stores, including computer sales and service
- ☐ Caterers
- ☐ Post Offices
- ☐ Ice Cream and Cafes
- ☐ Toy stores
- ☐ Agricultural services
- ☐ Banks and other financial institutions without drive-thru facilities
- ☐ Camera and photographic supply stores
- ☐ Clothing, shoe stores and repair shops
- ☐ Clinics medical and dental
- ☐ Department Stores
- ☐ Drug Stores
- ☐ Florist Shops
- ☐ Food and Convenience stores without gasoline pumps
- ☐ Furniture stores
- ☐ Hardware stores
- ☐ Insurance agencies
- ☐ Jewelry stores
- ☐ Meat markets
- ☐ Paint, wallpaper, interior decorating and floor covering stores
- ☐ Restaurants without drive-thru facilities
- ☐ Sporting goods stores

- ☐ Variety stores
- ☐ Charitable or nonprofit institution or facilities
- ☐ Light assembly uses including electronics, pottery, printing, contractor shops (electrical, heating, plumbing and general contracting) provided there is no significant environmental emissions (odor or waste)
- ☐ Catalog and e-commerce sales outlets
- ☐ Day Spas
- ☒ Coffee Shops
- ☐ Gift Shops
- ☐ Public parking lots
- ☐ Tourist information and hospitality centers
- ☐ Dance Studio
- ☐ Lumberyards, building supply stores and green houses
- ☐ Manufacturing, fabrication, packing, packaging and assembly of products from furs, glass, leather, metals, paper, plaster, plastic, textiles, clay, woods and similar material
- ☐ Research facilities, development and testing laboratories, including testing facilities and equipment
- ☐ Retail sales and services linked to manufacturing and warehousing
- ☐ Production, or processing, cleaning, servicing, testing or remailer of materials, goods or products limited to the follow uses, products, components, or circumstances:
 - ☐ a) Electronic and electrical products instruments, such as transistors, semiconductors, small computers, scanners, monitors and compact communication devices
 - ☐ b) High technology products related to the fields of physics, oceanography, astrophysics, metallurgy, chemistry, biology or other scientific field offered for study by University of Whitewater
 - ☐ c) Laser technology, radiology, x-ray and ultra sound products, manufacturing and assembly
 - ☐ d) Medical and dental supplies
 - ☐ e) Optical, fiber optical and photographic products and equipment
 - ☐ f) Orthopedic and medial appliances such as artificial limbs, brace supports and stretchers
 - ☐ g) Products related to process design, process stimulation, computer hardware and software development, safety engineering
 - ☐ h) Scientific and precision instruments and components, including robotics
- ☐ Telecommunication centers (not including wireless telecommunications facilities)
- ☐ Private recreation facilities
- ☐ Freight terminals, trucking servicing and parking, warehousing and inside storage
- ☐ More than one principal structure on a lot when the additional building is a material and direct part of the primary business
- ☐ Pilot Plans and other facilities for testing manufacturing, processing or fabrication methods or for testing of products or materials
- ☐ College, Universities, Schools, Churches, Libraries, Government buildings



Permitted Conditional Uses (Please check all that apply)

- ☐ Planned Residential Development
- ☐ First Wireless telecommunications facility located on alternative structure only
- ☐ Attached townhouse dwellings up to four units per building
- ☐ Public and semipublic uses
- ☐ Multifamily dwellings and attached dwellings, over four units (new construction only)
- ☐ Any building over forty feet
- ☐ Conversion of existing structures resulting in more dwelling units
- ☐ Dwelling units with occupancy of six or more unrelated persons
- ☒ All uses with a drive-in and drive-thru facilities
- ☐ Automobile repair and service
- ☐ Taverns and other places selling alcoholic beverages by the drink
- ☐ Daycare centers, adult, child and doggie
- ☐ Large Retail and Commercial Service Developments
- ☐ Motor Freight Transportation
- ☐ Light manufacturing and retail uses
- ☐ Home Occupations/Professional Home offices requiring customer access
- ☐ Bed and Breakfast establishments
- ☐ Conversion of existing single-family dwellings to two-family attached dwellings
- ☐ Professional business offices in a building where principal use is residential
- ☐ Fraternity or sorority houses and group lodging facilities
- ☐ Planned Development
- ☐ Conversion of existing units with less than five bedrooms to five or more bedrooms
- ☐ Entertainment establishments, including clubs but excluding adult entertainment
- ☐ Automobile and small engine vehicles sales and rental facilities
- ☐ Car washes
- ☐ Gasoline service stations, including incidental repair and service
- ☐ Funeral homes and crematory services
- ☐ Liquor or tobacco stores
- ☐ Wholesale trade of durable and nondurable goods
- ☐ Salvage Yards

Signatures

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

Applicant's Signature***Date***

Ryan Dirksen

9/10/25

Inspector/Zoning Signature**Date**

Item 2.

Cost Recovery Certificate and Agreement

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

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

PROJECT INFORMATION**PROJECT NAME*****PROJECT LOCATION*****APPLICANT INFORMATION****NAME*****MAILING (BILLING) ADDRESS*****PHONE*****EMAIL ADDRESS*****ATTORNEY INFORMATION**

NAME

n/a

PHONE**EMAIL ADDRESS****SIGNATURE OF APPLICANT*****DATE***

Ryan Dirksen

9/10/25

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

RATES

City Administration Hourly Rate Shall Not Exceed

Interim Director of Economic Development: Emily McFarland \$

Director of Public Works: Brad Marquardt \$72.33

Director of Finance: Rachelle Blitch \$65.94

Clerk: Heather Boehm \$43.33

Deputy Clerk: Tiffany Albright \$29.20

NS Administrative Assistant Llana Dostie \$

Building Inspection Services

Building Inspector Commercial: Joe Mesler \$80.00

Building Inspector Residential: Jon Mesler \$80.00

City Attorney

Russell Law Offices, LLc

Attorney Timothy Brovold \$

City Engineer

Strand and Associates \$247.63

Primary Contact: Mark Fischer

City Planners and Zoning Administrator

Primary Contact: Allison Schwark \$49.00

Building Inspector Date Received	Review by	Zoning Administrator Date Received	Reviewed by
<div></div>	<div></div>	<div></div>	<div></div>
Occupancy Classification	Occupancy Classification Surrounding Units	Zoning of Property	Use Permitted
<div></div>	<div></div>	<div></div>	<div><input type="checkbox"/> By Right <input type="checkbox"/> By CUP <input type="checkbox"/> PC Approval Required</div>

Item 2.

Approval

☐ Approved

☐ Denied

Date

Approval

☐ Approved

☐ Denied

Date

Public Works
Approval

☐ Approved

☐ Denied

Date

City Engineer
Approval

☐ Approved

☐ Denied

Date

Police Department

☐ Approved

☐ Denied

Date

Fire Department
Approval

☐ Approved

☐ Denied

Date

DLK ENTERPRISES INC
PO BOX 239
WHITEWATER, WI 53190-9000

JOSE OLIVARES
LAURA OLIVARES
175 S ELIZABETH ST
WHITEWATER, WI 53190

DLK ENTERPRISES INC
PO BOX 239
WHITEWATER, WI 53190-9000

BILL SYDOW TRUST
MARY SYDOW TRUST
245 W ARDMOR DR
WHITEWATER, WI 53190-9000

DEAN GIESE
160 ELIZABETH ST
PO BOX 365
WHITEWATER, WI 53190

1139 LLC
8200 W BROWN DEER RD
MILWAUKEE, WI 53223-2300

JOHN K SOTHERLAND
ELIZABETH J KILLIPS-SOTHERLAND
1155 W MAIN ST
WHITEWATER, WI 53190

BAC WHITEWATER LLC
800 SHERMAN AVE
FORT ATKINSON, WI 53538-3800

743 RE VENTURES LLC
15 SPINNING WHEEL RD STE 110
HINSDALE, IL 60521-2100

PHOENIX FIRMS LLC
147 S PRINCE ST
WHITEWATER, WI 53190-9000

CHARGE HOLDINGS LLC
LAKE SQUARE LLC
4701 W SCHROEDER DR, SUITE 112
BROWN DEER, WI 53223-2300

CHARGE HOLDINGS LLC
LAKE SQUARE LLC
4701 W SCHROEDER DR, SUITE 112
BROWN DEER, WI 53223-2300

MIKE & VIRG DARRAH LLC
1208 S WILLARD
JANESVILLE, WI 53546-9200

WISH ENTERPRISES LLC
1138 W MAIN ST
WHITEWATER, WI 53190

DMS INVESTMENTS CORPORATION
2445 KENMORE LN
THE VILLAGES, FL 32162

CHARGE HOLDINGS LLC
LAKE SQUARE LLC
4701 W SCHROEDER DR, SUITE 112
BROWN DEER, WI 53223-2300

CHARGE HOLDINGS LLC
LAKE SQUARE LLC
4701 W SCHROEDER DR, SUITE 112
BROWN DEER, WI 53223-2300

LMK MEADOWVIEW APARTMENTS LLC
PO BOX 4
WHITEWATER, WI 53190-9000

LMK MEADOWVIEW APARTMENTS LLC
PO BOX 4
WHITEWATER, WI 53190-9000

K&A DREAMS LLC
409 S 4TH ST E
FORT ATKINSON, WI 53538-3800

LMK MEADOWVIEW APARTMENTS LLC
PO BOX 4
WHITEWATER, WI 53190-9000

WHITEWATER TEKE ASSN
C/O JOE PYZYK
4565 SHAGBARK LN
BROOKFIELD, WI 53005

ALONSO PROPERTIES LLC
2503 PLEASANT VIEW RD
MIDDLETON, WI 53562-6200

STEPMOTHER LLC
PO BOX 239
WHITEWATER, WI 53190

ALEX BUTKE
MARGARET STANKOWSKI
1222 W SALISBURY LN
WHITEWATER, WI 53190-9000

CALVIN K CHAN
1212 W SALISBURY LN
WHITEWATER, WI 53190-9000

LSM WHITEWATER LLC
1633 W MAIN ST
SUN PRAIRIE, WI 53590-9000

K&A DREAMS LLC
409 S 4TH ST E
FORT ATKINSON, WI 53538-3800

STANLEY J ANDERSON TRUST
12374 LAKESIDE AVE
LAKESIDE, CA 92040-4000

REYNOLDS RENTALS LLC
12240 E BRADLEY RD
WHITEWATER, WI 53190-9000

DLK ENTERPRISES INC
144 N TRATT ST
WHITEWATER, WI 53190-9000

TRAVIS M ZAHN
1140 W HIGHLAND ST
WHITEWATER, WI 53190-9000

254 PRAIRIE LLC
N1190 COUNTY RD N
WHITEWATER, WI 53190-9000

Item 2.

AJET DAUTI
EDITA D DAUTI
1168 W HIGHLAND ST
WHITEWATER, WI 53190

TREY M TINCHER
N997 COLD SPRING RD
FT ATKINSON, WI 53538-3800

MARC DINNEL TRUST
TRACY DINNEL TRUST
3408 BOND PL
JANESVILLE, WI 53548-4800

BRUCE J KINATEDER
151 S ELIZABETH ST
WHITEWATER, WI 53190

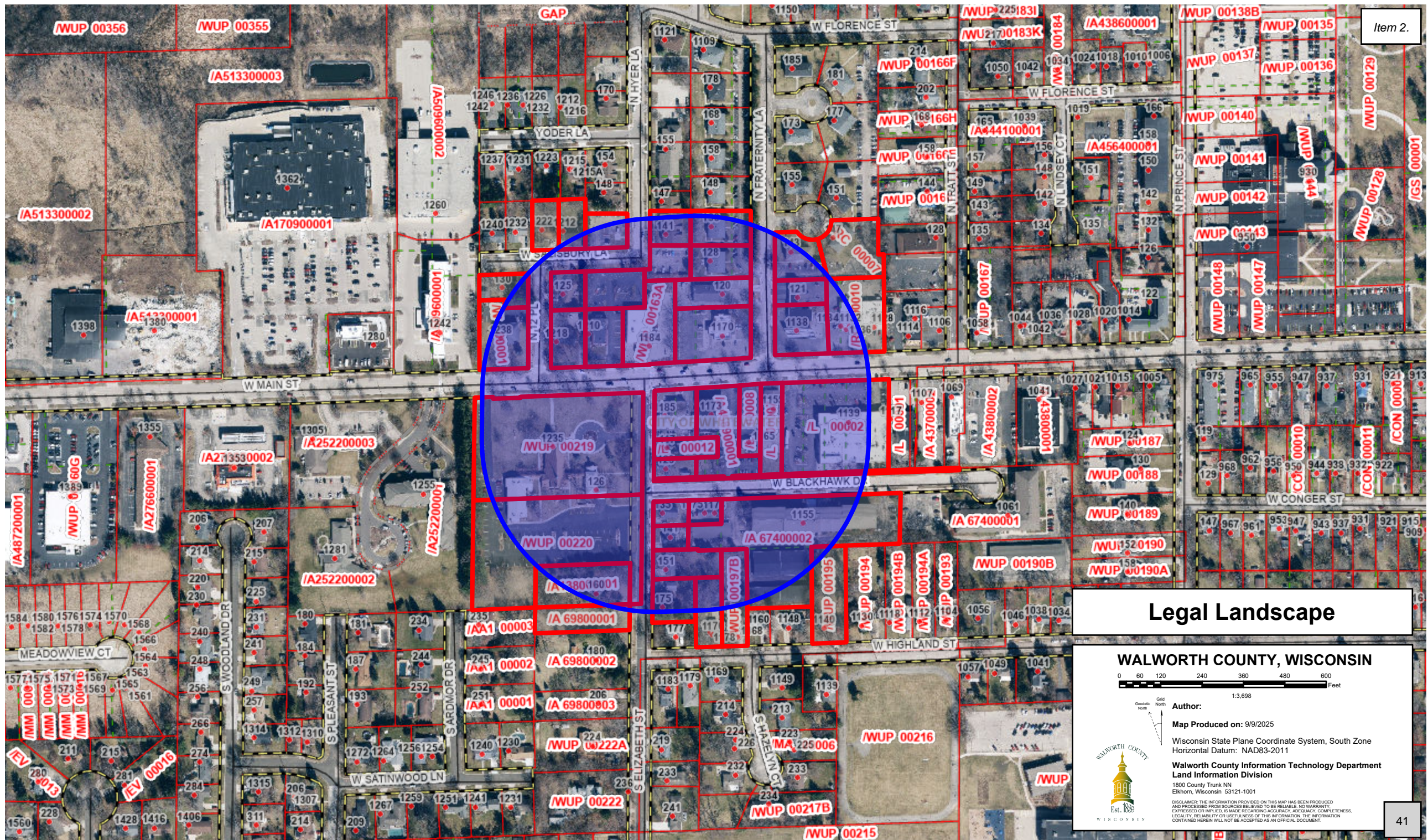
STEVE HORVATIN
N2591 WENHAM RD
FORT ATKINSON, WI 53538-3800

ST PATRICKS CONGREGATION
1225 W MAIN ST
WHITEWATER, WI 53190-9000

ST PATRICKS CONGREGATION
1225 W MAIN ST
WHITEWATER, WI 53190

MAIN 1185 LLC
694 S WELLS ST
LAKE GENEVA, WI 53147-4700

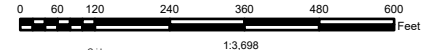
JESUS MANRIQUEZ
MARIA D MANRIQUEZ
201 S MAPLE LN
WHITEWATER, WI 53190-9000



Item 2.

Legal Landscape

WALWORTH COUNTY, WISCONSIN



Grid North
Geoid North

Author:

Map Produced on: 9/9/2025

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

**Walworth County Information Technology Department
Land Information Division**

1800 County Trunk NN
Elkhorn, Wisconsin 53121-1001



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

MEMORANDUM

To: City of Whitewater Plan and Architectural Review Commission

From: Allison Schwark, Zoning Administrator

Date: October 13, 2025

Re: Conditional Use Permit

Summary of Request	
Requested Approvals:	Conditional Use Permit (CUP)
Location:	746 E Milwaukee Street (/HAS 00054)
Current Land Use:	Light Industrial and Manufacturing
Proposed Land Use:	Continued Light Industrial and Manufacturing
Current Zoning:	B-3 Highway Commercial & Light Industrial
Proposed Zoning:	N/A
Future Land Use, Comprehensive Plan	Highway Commercial

Staff Review

The applicant is requesting a conditional use permit for continued light industrial and manufacturing use at 746 E Milwaukee Street. The building has been used for light industrial and manufacturing for several years and was previously owned and operated as Schenck Process Solutions. Recently the ownership was transferred, and the name of the company changed to Coperion Process Solutions. The building and company have continued operating as it has, and no significant changes have been made to the operations. It is required for the new company to come into compliance with the zoning ordinance and apply for a conditional use permit.

Planner's Recommendations

- 1) Staff recommend that Plan Commission **APPROVE** the Conditional Use Permit for continued light industry and manufacturing for the parcel located at 746 E Milwaukee Street, tax key /HAS 00054 with the following conditions:
 - a. Any stipulations as indicated by the PARC.

Print

Conditional Use Permit Application - Submission #1887

Date Submitted: 8/27/2025

City of Whitewater

312 W Whitewater Street

PO Box 178

Whitewater, WI 53190

262-473-0540

www.whitewater-wi.gov

Neighborhood Services

Conditional Use Permit Application

Conditional Use Application Checklist**Applicant**

1. Fill out Planning Request form, Conditional Use Application, Plan of Operation Form and Cost Recovery Certificate and Agreement. Twelve (12) copies 11 x 17, a digital copy of all submittal material:

- Application Forms
- Landscaping plan indicating location, type and size of materials (Please review Landscaping Guidelines)
- Stormwater and Erosion Control Applications (if necessary)
- Lighting (Photometric) Plan
- Add any other material you feel are pertinent

2. Application shall include the following Plan requirements:

- All plans shall be drawn to scale and show all sides of the proposed building.
- All plans will exhibit proposed/existing off-street parking stalls and driveway/loading docks.
- Building elevations must include the lot on which the structure is to be built and the street (s) adjacent to the lot.

3. Submit fee to City of Whitewater

City Building Inspector/Zoning Administrator

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

Neighborhood Services Administrative Assistant

1. Conditional Use notice will be published in the local newspaper for two-week period with a one week waiting period for a total of three weeks prior to scheduled public hearing
2. Conditional Use notice will be mailed to property owners that abut the property and those that are within 300 feet minimum/and or further distance at the discretion of the zoning administrator from the property
3. Public Hearing for Conditional Use will be scheduled for the next Plan Commission meeting after notice has appeared in the newspaper for two weeks

Process

1. Plan Commission considers applicant's request and staff review is presented by Zoning Administrator, at the first initial appearance. If Plan Commission recommends changes and/or revisions, then the applicant must revise site plan, otherwise the is forwarded as is for the second appearance for approval/denial of the final site plan.

NOTE: Plan Commission normally meets the second Monday of each month at 6:00 p.m. If a public hearing is required, it will be scheduled at the beginning of the Plan Commission meeting.

Item 3.

Urban Forestry Commission usually meets the fourth Monday of each month at 5:00 p.m.

Taylor Zeinert, Economic Director

262-473-0148

tzeinert@whitewater-wi.gov

Llana Dostie, Neighborhood Services Administrative Assistant

262-473-0144

ldostie@whitewater-wi.gov

Allison Schwark, Municipal Code Enforcement

262-249-6701

mcodeenforcement@gmail.com

Site Plan Upload*

Coperion Process

Solutions - Whitewater

Location 2025-08-27.jpg

Landscaping Plan Upload

Choose File

No fi...sen

Lighting Plan Upload

Choose File

No fi...sen

MSDS Sheets

Choose File

No fi...sen

Other Information

Choose File

No fi...sen

PLANNING REQUEST**General Project Information****Project Tax Key #**

/HAS 00054

Project Address*

746 E Milwaukee St Whitewater WI 53190

Project Title (if any)**Applicant, Agent & Property Owner Information****Applicant's First Name***

Chad

Applicant's Last Name*

Lorensen

Address*

746 E Milwaukee St

City*

Whitewater

State*

WI

Zip Code*

53190

Phone Number*

2624726449

Email Address*

chad.lorensen@coperion.com

Agent Name

n/a

Agent Company**Address****City****State****Zip Code****Phone Number****Email Address****Owner First Name (if different from applicant)**

Hillenbrand

Owner Last Name

Address

Item 3.

1 Batesville Blvd

City

Batesville

State

IN

Zip Code

47006

Phone Number

8129315000

Fax Number**Email Address**

info@hillenbrand.com

— Planning Request (check all that apply)

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

Translation Services**Will translation services be needed during the Plan Board meeting?***

- ☐ Yes
- ☒ No

If Yes, please specify the language required.**Conditional Use Permit Application****I, (We) the undersigned owner(s)/agent do hereby petition the Plan Commission to grant a Zoning Amendment.**

Address and legal description of the subject site*

746 E Milwaukee St

Tax Parcel #*

no idea

Zoning District*

no idea

**Requested Conditional Use***

Same as current -light manufacturing and assembly

Petitioner's interest in requested Conditional Use Permit*

Current Director of Operations

List type and number of structures, proposed operation or use of the structure(s) or site, number of employee, parking, etc.

3 buildings, currently 110 but potentially up to 150 employees

Property Owner Signature*

Chad Lorensen

Owner's Agent Signature*

Chad Lorensen

Address*

746 E Milwaukee St

Address*

746 E Milwaukee St

Phone and Email*

chad.lorensen@coperion.com 262-472-6449

Phone and Email*

chad.lorensen@coperion.com 262-472-6449

Zoning #

Application Review by**Date****Date Filed****Dates Published****Date Notices Mailed****Plan Commission Recommendation****Date Decision Made****Plan of Operations****Property Information****Property Tax Key #***

no idea

Tenant Information**Previous Business Name***

Schenck Process Solutions

Property Address*

746 E Milwaukee St

Years in Operation*

> 40

Property Owner*

Hillenbrand Inc

New Business Name*

Coperion Process Solutions

Owner Mailing Address*

1 Batesville blvd

Name of Operator*

Hillenbrand

City, State and Zip Code*

Batesville, IN 47006

Operator Mailing Address*

1 Batesville blvd

Owner's Phone #*

812-931-5000

City, State and Zip Code*

Batesville, IN 47006

Owner's Email*

info@hillenbrand.com

Operator's Phoen # and Email *

info@hillenbrand.com

New Business Use/Operation Information

Description of Business use or Operations*

light manufacturing and assembly

Previous Use of Space*

light manufacturing

Hours of Operations (Weekdays)*

4AM - 10PM

Hours of Operations (Weekends)*

4AM - 4PM

Total Area Space in Square Feet*

61000

Toilet Fixtures*

23

Full Time Employees*

110

of Part Time Employees*

5

— Customer Seating*

☐ Yes☒ No

Seating Capacity*

0

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

250000

— Sprinkler System*

☒ Yes☐ No

Hazardous/Flammable Chemicals used/stored*

☒ Yes (must attach MSDS Sheets)☐ No

Specified Use of Property and Building(s)

Building A*

Light assembly and manufacturing

Building B

Light assembly and manufacturing

Building C

Light assembly, manufacturing and Research and development

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

- ☒ Odors
- ☒ Smoke
- ☒ Noise
- ☐ Light
- ☐ Vibrations
- ☐ None

Parking**Dimension of parking lot***

same as last 30 years

Number of Spaces Available*

90

— **Parking Lot Construction***

- ☒ Asphalt
- ☐ Concrete

Type of Screening*

- ☒ Fencing
- ☐ Plantings

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

- ☒ Yes
- ☐ No

Signage(Separate Sign Permit Application Needed)

Type (Check all that apply)*

- ☐ Freestanding
- ☐ Monument
- ☐ Projecting
- ☐ Awning/Canopy
- ☐ Electronic Message
- ☐ Pylon
- ☐ Arm/Post
- ☐ Window
- ☐ Mobile/Portable or Banner
- ☐ None
- ☒ Other

If other, what type

Building

Location of Signs*

front of building, SE corner of property and SW area of property

Entertainment**— Is there any type of music in this proposal?***

- ☐ Yes (Separate License from Clerk's Office Required)
- ☒ No

— Live *

- ☐ Yes
- ☒ No

When will this be offered to customers*

- ☐ Monday
- ☐ Tuesday
- ☐ Wednesday
- ☐ Thursday
- ☐ Friday
- ☐ Saturday
- ☐ Sunday
- ☒ None

What time(s) will this be offered

Outdoor Lighting

Type*

safety lighting

Location*

parking lot and over doors

Utilities

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

- ☒ Yes
☐ No

Is there a private well on-site*

- ☐ Yes
☒ No

Types of Refuse Disposal*

- ☒ Municipal
☐ Private

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

**Approval Date by the County Health Department for
existing septic system**

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

None

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

existing

Licenses/Permits

☐

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

- ☐ Yes
- ☐ No

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

- ☐ Yes
- ☐ No

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

- ☐ Yes
- ☐ No

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

- ☐ Yes
- ☐ No

— Permitted Property Use (Please check all that apply)*

- ☐ Single Family Dwelling
- ☐ Two Family Dwelling
- ☐ Modular Home
- ☐ Manufactured Home
- ☐ Second or greater wireless telecommunication facility
- ☐ Home occupations, professional home office for nonretail goods and services no customer access
- ☐ Multi-Family Dwellings
- ☐ Art, Music and School supply stores and galleries
- ☐ Antique, collectible and hobby craft stores
- ☐ Automotive and related parts store, without servicing
- ☐ Hotel and Motels
- ☐ Small appliance repair stores, computer or software sales and service
- ☐ Barbershops/Beauty Parlors
- ☐ Liquor stores without drive-thru facilities
- ☐ Resale Shops
- ☒ Professional and business offices
- ☐ Self-service laundries and dry-cleaning establishments
- ☐ Stationery stores, retail office supply stores
- ☐ Movie theaters
- ☐ Tourist homes and bed and breakfast
- ☐ Bakeries or candy stores with products for sale on premise only
- ☐ Appliance repair stores, including computer sales and service
- ☐ Caterers
- ☐ Post Offices
- ☐ Ice Cream and Cafes
- ☐ Toy stores
- ☐ Agricultural services
- ☐ Banks and other financial institutions without drive-thru facilities
- ☐ Camera and photographic supply stores
- ☐ Clothing, shoe stores and repair shops
- ☐ Clinics medical and dental
- ☐ Department Stores
- ☐ Drug Stores
- ☐ Florist Shops
- ☐ Food and Convenience stores without gasoline pumps
- ☐ Furniture stores
- ☐ Hardware stores
- ☐ Insurance agencies
- ☐ Jewelry stores
- ☐ Meat markets
- ☐ Paint, wallpaper, interior decorating and floor covering stores
- ☐ Restaurants without drive-thru facilities
- ☐ Sporting goods stores

- ☐ Variety stores
- ☐ Charitable or nonprofit institution or facilities
- ☒ Light assembly uses including electronics, pottery, printing, contractor shops (electrical, heating, plumbing and general contracting) provided there is no significant environmental emissions (odor or waste)
- ☐ Catalog and e-commerce sales outlets
- ☐ Day Spas
- ☐ Coffee Shops
- ☐ Gift Shops
- ☐ Public parking lots
- ☐ Tourist information and hospitality centers
- ☐ Dance Studio
- ☐ Lumberyards, building supply stores and green houses
- ☒ Manufacturing, fabrication, packing, packaging and assembly of products from furs, glass, leather, metals, paper, plaster, plastic, textiles, clay, woods and similar material
- ☒ Research facilities, development and testing laboratories, including testing facilities and equipment
- ☐ Retail sales and services linked to manufacturing and warehousing
- ☐ Production, or processing, cleaning, servicing, testing or remailer of materials, goods or products limited to the follow uses, products, components, or circumstances:
 - ☐ a) Electronic and electrical products instruments, such as transistors, semiconductors, small computers, scanners, monitors and compact communication devices
 - ☐ b) High technology products related to the fields of physics, oceanography, astrophysics, metallurgy, chemistry, biology or other scientific field offered for study by University of Whitewater
 - ☒ c) Laser technology, radiology, x-ray and ultra sound products, manufacturing and assembly
 - ☐ d) Medical and dental supplies
 - ☒ e) Optical, fiber optical and photographic products and equipment
 - ☐ f) Orthopedic and medial appliances such as artificial limbs, brace supports and stretchers
 - ☒ g) Products related to process design, process stimulation, computer hardware and software development, safety engineering
 - ☒ h) Scientific and precision instruments and components, including robotics
- ☐ Telecommunication centers (not including wireless telecommunications facilities)
- ☐ Private recreation facilities
- ☒ Freight terminals, trucking servicing and parking, warehousing and inside storage
- ☒ More than one principal structure on a lot when the additional building is a material and direct part of the primary business
- ☒ Pilot Plans and other facilities for testing manufacturing, processing or fabrication methods or for testing of products or materials
- ☐ College, Universities, Schools, Churches, Libraries, Government buildings

— Permitted Conditional Uses (Please check all that apply)

- ☐ Planned Residential Development
- ☐ First Wireless telecommunications facility located on alternative structure only
- ☐ Attached townhouse dwellings up to four units per building
- ☐ Public and semipublic uses
- ☐ Multifamily dwellings and attached dwellings, over four units (new construction only)
- ☐ Any building over forty feet
- ☐ Conversion of existing structures resulting in more dwelling units
- ☐ Dwelling units with occupancy of six or more unrelated persons
- ☐ All uses with a drive-in and drive-thru facilities
- ☐ Automobile repair and service
- ☐ Taverns and other places selling alcoholic beverages by the drink
- ☐ Daycare centers, adult, child and doggie
- ☐ Large Retail and Commercial Service Developments
- ☐ Motor Freight Transportation
- ☒ Light manufacturing and retail uses
- ☐ Home Occupations/Professional Home offices requiring customer access
- ☐ Bed and Breakfast establishments
- ☐ Conversion of existing single-family dwellings to two-family attached dwellings
- ☐ Professional business offices in a building where principal use is residential
- ☐ Fraternity or sorority houses and group lodging facilities
- ☐ Planned Development
- ☐ Conversion of existing units with less than five bedrooms to five or more bedrooms
- ☐ Entertainment establishments, including clubs but excluding adult entertainment
- ☐ Automobile and small engine vehicles sales and rental facilities
- ☐ Car washes
- ☐ Gasoline service stations, including incidental repair and service
- ☐ Funeral homes and crematory services
- ☐ Liquor or tobacco stores
- ☐ Wholesale trade of durable and nondurable goods
- ☐ Salvage Yards

Signatures

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

Applicant's Signature*

Chad Lorensen

Date*

8-27-2025

Inspector/Zoning Signature

Date

Cost Recovery Certificate and Agreement

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

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

PROJECT INFORMATION**PROJECT NAME*****PROJECT LOCATION*****APPLICANT INFORMATION****NAME*****MAILING (BILLING) ADDRESS*****PHONE*****EMAIL ADDRESS*****ATTORNEY INFORMATION**

NAME

Item 3.

PHONE

EMAIL ADDRESS

SIGNATURE OF APPLICANT*

DATE*

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

RATES

City Administration Hourly Rate Shall Not Exceed

Interim Director of Economic Development: Emily McFarland \$

Director of Public Works: Brad Marquardt \$72.33

Director of Finance: Rachelle Blich \$65.94

Clerk: Heather Boehm \$43.33

Deputy Clerk: Tiffany Albright \$29.20

NS Administrative Assistant Llana Dostie \$

Building Inspection Services

Building Inspector Commercial: Joe Mesler \$80.00

Building Inspector Residential: Jon Mesler \$80.00

City Attorney

Russell Law Offices, LLc

Attorney Timothy Brovold \$

City Engineer

Strand and Associates \$247.63

Primary Contact: Mark Fischer

City Planners and Zoning Administrator

Primary Contact: Allison Schwark \$49.00

Building Inspector Date Received <div></div>	Review by <div></div>	Zoning Administrator Date Received <div></div>	Reviewed by <div></div>
Occupancy Classification <div></div>	Occupancy Classification Surrounding Units <div></div>	Zoning of Property <div></div>	Use Permitted <div><div><input type="checkbox"/> By Right</div><div><input type="checkbox"/> By CUP</div><div><input type="checkbox"/> PC Approval Required</div></div>

Item 3.

Approval

☒ Approved

☒ Denied

Date

Approval

☒ Approved

☒ Denied

Date

Public Works Approval

☒ Approved

☒ Denied

Date

City Engineer Approval

☒ Approved

☒ Denied

Date

Police Department

☒ Approved

☒ Denied

Date

Fire Department Approval

☒ Approved

☒ Denied

Date





NOTICE OF PUBLIC HEARING

TO ALL INTERESTED PARTIES:

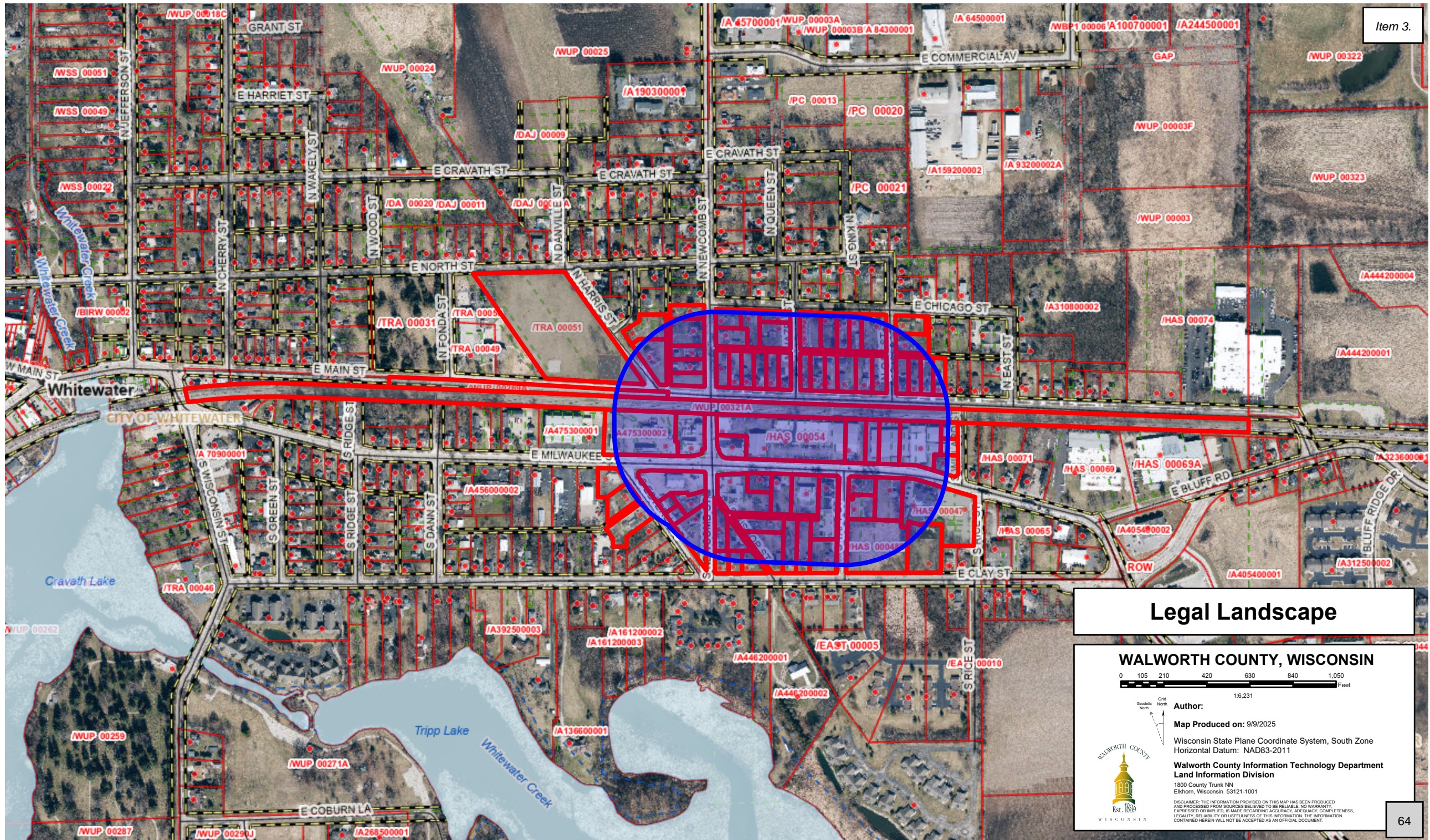
A meeting of the PLAN AND ARCHITECTURAL REVIEW COMMISSION of the City of Whitewater will be held at the Municipal Building, Community Room, located at 312 W. Whitewater Street on the 13th, day of October, 2025 at 6:00 p.m. to hold a public hearing for consideration for a Conditional Use Permit for Light Manufacturing located at 746 E Milwaukee Street, Whitewater, WI 53190. Parcel #: /HAS 00054.

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

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

For information, call (262) 473-0540

Llana Dostie, Neighborhood Services Administrative Assistant



Legal Landscape

WALWORTH COUNTY, WISCONSIN

0 105 210 420 630 840 1,050 Feet

1:6,231



Author:

Map Produced on: 9/9/2025

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

Walworth County Information Technology Department
Land Information Division

1800 County Trunk NN
Elkhorn, Wisconsin 53121-1001

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



810 MAIN LLC
170 N PARK ST
WHITEWATER, WI 53190-9000

ANDREW W SAMUELS
VICKI L SAMUELS
836 E MAIN ST
WHITEWATER, WI 53190

MARK C SCHOESSOW
840 E MAIN ST
WHITEWATER, WI 53190-9000

Item 3.

ROSALIA FALCON
134 N OAK ST
WHITEWATER, WI 53190-9000

RALPH DANNA
829 E CHICAGO ST
WHITEWATER, WI 53190-9000

JOSEPH A KIPPER
823 E CHICAGO ST
WHITEWATER, WI 53190-4900

BENJAMIN D FOERSTER
906 E MAIN ST
WHITEWATER, WI 53190-9000

FRANCIS D MANTHEY
910 E MAIN ST
WHITEWATER, WI 53190

BARBARA J DUNN
916 E MAIN ST
WHITEWATER, WI 53190

RAMON ROCHA SR
922 E MAIN ST
WHITEWATER, WI 53190-9000

WALWORTH COUNTY HOUSING
AUTHORITY
20 N CHURCH ST STE 100
ELKHORN, WI 53121-2100

C BENNETT PENWELL
417 N FREEMONT ST
WHITEWATER, WI 53190

ROBERT H CUTSHALL
SHIRLEY L CUTSHALL
1135 W WALWORTH
WHITEWATER, WI 53190

AJ TANIS II LLC
1232 W WALWORTH AVE
WHITEWATER, WI 53190-9000

RAVI PETRO INC
844 E MILWAUKEE ST
WHITEWATER, WI 53190-9000

COBURN HQ LLC
PO BOX 147
WHITEWATER, WI 53190

HILLENBRAND
1 BATESVILLE BLVD
BATESVILLE, IN 47006

RICHARD C HARE
W7499 KETTLE MORaine DR
WHITEWATER, WI 53190-9000

CHARLES P MILLS III
JEAN M MILLS
336 S WHITON ST
WHITEWATER, WI 53190

JENNIFER RUTH ZEHR
731 E MILWAUKEE ST
WHITEWATER, WI 53190-9000

SUNNYSIDE VENTURES LLC
N7514 CARRIAGE DR
ELKHORN, WI 53121-2100

COREY KLEFBOHM
JENNIFER KLEFBOHM
746 CLAY ST
WHITEWATER, WI 53190-9000

RICHARD A WISCH
RAYMOND V WISCH
612 W WALWORTH ST #8
WHITEWATER, WI 53190

ERIC R BERGHOLTZ
734 E CLAY ST
WHITEWATER, WI 53190

JOSE V OSTRIA HERNANDEZ
207 S BISHOP ST
WHITEWATER, WI 53190-9000

JOSEPH D GOFORTH
JOSEPH D GOFORTH
112 NORTH NEWCOMB ST
WHITEWATER, WI 53190-9000

SCHOOL DISTRICT OF WHITEWATER
419 S ELIZABETH STREET
WHITEWATER, WI 53190

CHRISTINE LYNN RIEDEL
118 N NEWCOMB ST
WHITEWATER, WI 53190

DUSTIN TOMLINSON
JAZMINE TOMLINSON
130 N NEWCOMB ST
WHITEWATER, WI 53190-9000

TODD A PFEIFER
NANCY K PFEIFER
136 N NEWCOMB ST
WHITEWATER, WI 53190

BRENDA L O'DONNELL
BRUCE A FLETCHER, et al.
214 S BISHOP ST
WHITEWATER, WI 53190-9000

CYNTHIA L HALFMAN
704 E CLAY ST
WHITEWATER, WI 53190

RICKY ROGERS
JACQUELINE ROGERS
712 E. CLAY ST
WHITEWATER, WI 53190

DIXIE L MANRIQUEZ
421 E 1ST ST APT 3
ELKHORN, WI 53121-2100

ARKI LLC
W396S3675 HARDSCRABBLE RD
DOUSMAN, WI 53118-1800

DANIEL A HOLLY
ELIZABETH A HOLLY
815 E CHICAGO ST
WHITEWATER, WI 53190-9000

FRAWLEY ENTERPRISES WHITEWATER
PO BOX 630
WHITEWATER, WI 53190

MARIA VIDALES
214 S NEWCOMB ST
WHITEWATER, WI 53190-9000

ROBERT W PAYNTER
824 E MAIN ST
WHITEWATER, WI 53190-9000

JOHN A CORDIO
5902 N SESSLER CT
MILTON, WI 53563-6300

WKW PROPERTY
505 FOX HILL RD
FORT ATKINSON, WI 53538-3800

CARMEN E MARTINEZDEESCOBAR
EDWIN Y ESCOBAR
135 N OAK ST
WHITEWATER, WI 53190-9000

BENITO G VERDUZCO
131 N OAK ST
WHITEWATER, WI 53190-9000

MILWAUKEE STREET VENTURE LLC
1005 W MAIN ST
WHITEWATER, WI 53190

ROGER L SCHULTZ
MARY A SCHULTZ
220 S TAFT ST
WHITEWATER, WI 53190-9000

RYAN METZKER
207 S 3RD ST W
FORT ATKINSON, WI 53538-3800

BONITA J VEIUM
233 S ESTERLY ST
WHITEWATER, WI 53190

FRANK CORDIO JR
222 S ESTERLY ST
WHITEWATER, WI 53190

ADRIAN G GONZALEZ
107 NEWCOMB ST
WHITEWATER, WI 53190-9000

JEAN M KOHLEY
712 E MAIN ST
WHITEWATER, WI 53190-9000

MICHAEL J RAPPOLD
ROXANNE L RAPPOLD
716 E MAIN ST
WHITEWATER, WI 53190

JAMES SPANGENBERGER
CORRISA SPANGENBERGER
722 E MAIN ST
WHITEWATER, WI 53190-9000

AMANDA KRAAYVANGER
728 E MAIN ST
WHITEWATER, WI 53190-9000

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

SHAUN OLP
TIFFANY OLP
136 N HAZEL ST
WHITEWATER, WI 53190-9000

CORY A SMITH
LINDA S SMITH
502 COMMANDER CT
FORT ATKINSON, WI 53538-3800

SIMON D CARPENTER
717 E CHICAGO ST
WHITEWATER, WI 53190-9000

JOSHUA LUNETTA
NICOLE HOLDER
127 N NEWCOMB ST
WHITEWATER, WI 53190-9000

JEANNINE A NEEDHAM
133 N NEWCOMB ST
WHITEWATER, WI 53190-3000

GIOVANA RUIZ
806 E MAIN ST
WHITEWATER, WI 53190-9000

KARINA OCHOA
127 N HARRIS ST
WHITEWATER, WI 53190

PAUL RYPEL
117 N HARRIS ST
WHITEWATER, WI 53190-9000

RODNEY D FORESTER
JOYCE E FORESTER
202 S BISHOP ST
WHITEWATER, WI 53190

Item 3.

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

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

PAUL R PETRAVICH
SHANNON M PETRAVICH
840 E CLAY ST
WHITEWATER, WI 53190-9000

JAMES R BURNS
841 E MILWAUKEE ST
WHITEWATER, WI 53190-9000

CASEYS MARKETING CO
STORE #3715
PO BOX 54288
LEXINGTON, KY 40555-5500

ROBERT W PAYNTER
824 E MAIN ST
WHITEWATER, WI 53190-9000

MEMORANDUM

To: City of Whitewater Plan and Architectural Review Commission

From: Allison Schwark, Zoning Administrator

Date: October 13, 2025

Re: Conditional Use Permit

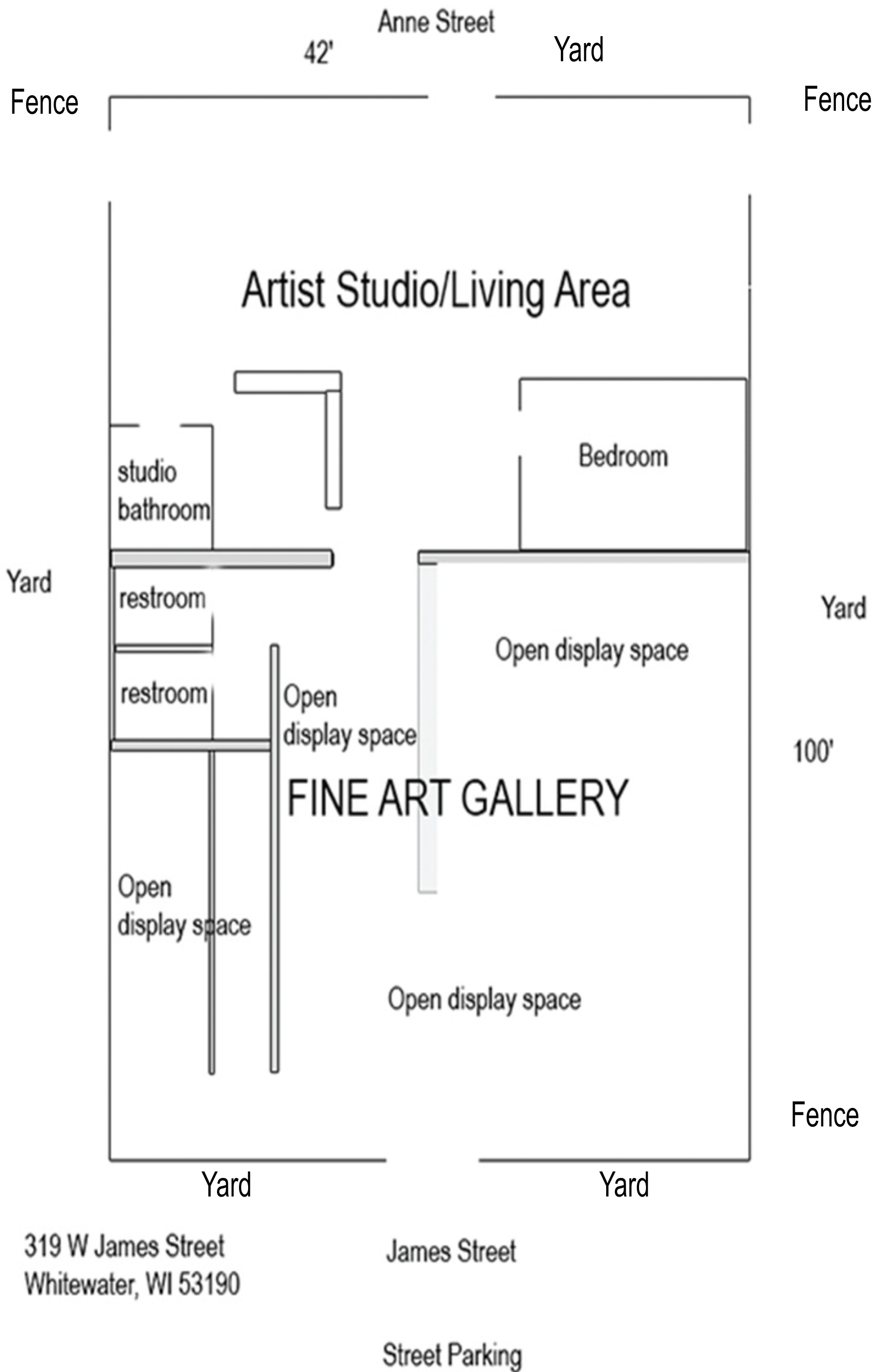
Summary of Request	
Requested Approvals:	Conditional Use Permit (CUP)
Location:	319 W James Street (/TR 00025)
Current Land Use:	Vacant building previously Casual Joe's Restaurant
Proposed Land Use:	Art Studio with gallery, and studio living space
Current Zoning:	B-2 Central Business District
Proposed Zoning:	N/A
Future Land Use, Comprehensive Plan	Central Business

Staff Review

The applicant is requesting a conditional use permit for first floor residential use in the B-2 Central Business District within the City of Whitewater. The applicant has recently purchased the building, which was previously "Casual Joe's" a restaurant space. The building has since been vacant and for sale for quite some time. The new owner would like to convert the existing one-story building into an art gallery, studio space, and small apartment in the rear of the building. The proposed art gallery and studio space is a permitted use in the B-2 zoning district, and a conditional use permit is only required for the residential aspect of the development. The proposal includes interior modifications only, and the project does not include any building expansion, or additions, which would be in full compliance with all requirements of the B-2 zoning district. The applicant is enthusiastic about relocating his existing business to the City of Whitewater, from the Village of Sharon.

Planner's Recommendations

- 1) Staff recommends that Plan Commission **APPROVE** the Conditional Use Permit for first floor residential for the parcel located at 319 W James Street, tax key /TR 00025 with the following conditions:
 - a. Architectural plans, and full construction plans be prepared.
 - b. All building and zoning permits are approved and obtained.
 - c. All code compliance violations for exterior property maintenance are corrected by the deadlines specified by the code enforcement department.
 - d. All dumpsters shall be screened by fencing or landscaping.
 - e. No outdoor storage shall be permitted.
 - f. Any stipulations as indicated by the PARC.



Print

Conditional Use Permit Application - Submission #1927

Date Submitted: 9/12/2025

City of Whitewater

312 W Whitewater Street
PO Box 178
Whitewater, WI 53190
262-473-0540
www.whitewater-wi.gov

Neighborhood Services

Conditional Use Permit Application

Conditional Use Application Checklist**Applicant**

1. Fill out Planning Request form, Conditional Use Application, Plan of Operation Form and Cost Recovery Certificate and Agreement. Twelve (12) copies 11 x 17, a digital copy of all submittal material:

- Application Forms
- Landscaping plan indicating location, type and size of materials (Please review Landscaping Guidelines)
- Stormwater and Erosion Control Applications (if necessary)
- Lighting (Photometric) Plan
- Add any other material you feel are pertinent

2. Application shall include the following Plan requirements:

- All plans shall be drawn to scale and show all sides of the proposed building.
- All plans will exhibit proposed/existing off-street parking stalls and driveway/loading docks.
- Building elevations must include the lot on which the structure is to be built and the street (s) adjacent to the lot.

3. Submit fee to City of Whitewater

City Building Inspector/Zoning Administrator

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

Neighborhood Services Administrative Assistant

1. Conditional Use notice will be published in the local newspaper for two-week period with a one week waiting period for a total of three weeks prior to scheduled public hearing
2. Conditional Use notice will be mailed to property owners that abut the property and those that are within 300 feet minimum/and or further distance at the discretion of the zoning administrator from the property
3. Public Hearing for Conditional Use will be scheduled for the next Plan Commission meeting after notice has appeared in the newspaper for two weeks

Process

1. Plan Commission considers applicant's request and staff review is presented by Zoning Administrator, at the first initial appearance. If Plan Commission recommends changes and/or revisions, then the applicant must revise site plan, otherwise the is forwarded as is for the second appearance for approval/denial of the final site plan.

NOTE: Plan Commission normally meets the second Monday or each month at 6:00 p.m. If a public hearing is required, it will be scheduled at the beginning of the Plan Commission meeting.

Item 4.

Urban Forestry Commission usually meets the fourth Monday of each month at 5:00 p.m.

Taylor Zeinert, Economic Director
262-473-0148

tzeinert@whitewater-wi.gov

Llana Dostie, Neighborhood Services Administrative Assistant
262-473-0144

ldostie@whitewater-wi.gov

Allison Schwark, Municipal Code Enforcement
262-249-6701
mcodeenforcement@gmail.com

Site Plan Upload*

Dietrich-Fine-Art Gallery-
Submission .pdf

Landscaping Plan Upload

No fi...sen

Lighting Plan Upload

No fi...sen

MSDS Sheets

No fi...sen

Other Information

No fi...sen

PLANNING REQUEST**General Project Information****Project Tax Key #**

/TR 00025

Project Address*

319 W James Street, Whitewater, Wisconsin 53190

Project Title (if any)**Applicant, Agent & Property Owner Information****Applicant's First Name***

David

Applicant's Last Name*

Dietrich

Address*

319 W James Street

City*	State*	Zip Code*
Whitewater	Wisconsin	53190

Phone Number*

262-725-2761

Email Address*

info@art-wi.com

Agent Name	Agent Company

Address

City	State	Zip Code

Phone Number

Email Address

Owner First Name (if different from applicant)	Owner Last Name

Address**City****State****Zip Code****Phone Number****Fax Number****Email Address****Planning Request (check all that apply)**

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

Translation Services

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

- ☐ Yes
- ☒ No

If Yes, please specify the language required.

Conditional Use Permit Application

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

Address and legal description of the subject site*

LOTS 4 AND 5 AND THE EAST 1/2 OF LOT 6, IN BLOCK 4 OF TRIPP'S ADDITION TO THE VILLAGE, NOW THE CITY OF WHITEWATER, WALWORTH COUNTY

Tax Parcel #*

/TR00025

Zoning District*

B-2

**Requested Conditional Use***

I am requesting conditional use approval to reside and maintain an art studio for living and working purposes as well to operate a fine art gallery within the single-floor premises of the property located at 319 W James Street, Whitewater, WI.

Petitioner's interest in requested Conditional Use Permit*

I am the owner and operator of Dietrich Fine Art Gallery (Formerly Dietrich Studio and Gallery), currently located in downtown Sharon, Wisconsin. I am requesting the City of Whitewater's approval to relocate my gallery and studio to 319 W. James Street, Whitewater, Wisconsin, with a conditional use permit to allow both business operations and residential use at the rear of the property. The proposed location is a single-story property, ideally suited for the gallery's operations and my work as a fine art painter. The location offers a serene environment that will foster a productive workspace while also be accommodating business traffic for the gallery. I believe that Dietrich Fine Art Gallery will serve as a valuable addition to the Whitewater business community while maintaining a harmonious and peaceful presence within the neighboring residential area. Thank you for considering this request. website: <https://dietrich-studio.com>

List type and number of structures, proposed operation or use of the structure(s) or site, number of employee, parking, etc.

Single structure, art gallery and art studio, single employee, street parking has 12 spaces

Property Owner Signature*

David John Dietrich

Owner's Agent Signature*

David John Dietrich

Address*

319 W James Street, Whitewater, Wisconsin 53190

Address*

319 W James Street, Whitewater, Wisconsin 53190

Phone and Email*

262-725-2761

Phone and Email*

262-725-2761

Zoning #

Application Review by

Date

Date Filed

Dates Published

Date Notices Mailed

Plan Commission Recommendation

Date Decision Made

Plan of Operations

Property Information

Tenant Information

Property Tax Key #*

Previous Business Name*

/TR00025

Casual Joe's Barbeque

Property Address*

Years in Operation*

319 W James Street, Whitewater, Wisconsin 53190

2015 - 2023

Property Owner*

New Business Name*

David John Dietrich

Dietrich Fine Art Gallery

Owner Mailing Address*

319 W James Street

Name of Operator*

David John Dietrich

City, State and Zip Code*

Whitewater, Wisconsin 53190

Operator Mailing Address*

319 W James Street

Owner's Phone #*

262-725-2761

City, State and Zip Code*

Whitewater, Wisconsin 53190

Owner's Email*

info@art-wi.com

Operator's Phone # and Email *

262-725-2761 info@art-wi.com

New Business Use/Operation Information**Description of Business use or Operations***

Fine Art Gallery and Artist Studio

Previous Use of Space*

Restaurant

Hours of Operations (Weekdays)*

10am - 5 pm

Hours of Operations (Weekends)*

10 am - 5 pm

Total Area Space in Square Feet*

4000

Toilet Fixtures*

5

Full Time Employees*

1

of Part Time Employees*

0

Customer Seating*

- ☐ Yes
☒ No

Seating Capacity*

0

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

2,080

Sprinkler System*

- ☐ Yes
☒ No

Hazardous/Flammable Chemicals used/stored*

- ☐ Yes (must attach MSDS Sheets)
☒ No

Specified Use of Property and Building(s)**Building A***

Art Gallery, Artist Studio

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

- ☐ Odors
- ☐ Smoke
- ☐ Noise
- ☐ Light
- ☐ Vibrations
- ☒ None

Parking**Dimension of parking lot***

Steet Parking

Number of Spaces Available*

12

Parking Lot Construction*

- ☒ Asphalt
- ☐ Concrete

Type of Screening*

- ☒ Fencing
- ☒ Plantings

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

- ☐ Yes
- ☒ No

Signage(Separate Sign Permit Application Needed)

Type (Check all that apply)*

- ☐ Freestanding
- ☐ Monument
- ☐ Projecting
- ☐ Awning/Canopy
- ☐ Electronic Message
- ☐ Pylon
- ☐ Arm/Post
- ☐ Window
- ☐ Mobile/Portable or Banner
- ☒ None
- ☐ Other

If other, what type**Location of Signs***

none presently

Entertainment**Is there any type of music in this proposal?***

- ☐ Yes (Separate License from Clerk's Office Required)
- ☒ No

Live *

- ☐ Yes
- ☒ No

When will this be offered to customers*

- ☐ Monday
- ☐ Tuesday
- ☐ Wednesday
- ☐ Thursday
- ☐ Friday
- ☐ Saturday
- ☐ Sunday
- ☒ None

What time(s) will this be offered

not applicable

Outdoor Lighting**Type***

Street Lighting and building mounted lighting

Location*

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

Utilities**Will you be connected to City Water and Sewer***☒ Yes☐ No**Is there a private well on-site***☐ Yes☒ No**Types of Refuse Disposal***☒ Municipal☐ Private**Approval Date by the Department of Natural Resources of the well for proposed use**

not applicable

Approval Date by the County Health Department for existing septic system

not applicable

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

not applicable

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

not applicable

Licenses/Permits

☐

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

Permitted Property Use (Please check all that apply)*

- ☐ Single Family Dwelling
- ☐ Two Family Dwelling
- ☐ Modular Home
- ☐ Manufactured Home
- ☐ Second or greater wireless telecommunication facility
- ☐ Home occupations, professional home office for nonretail goods and services no customer access
- ☐ Multi-Family Dwellings
- ☒ Art, Music and School supply stores and galleries
- ☐ Antique, collectible and hobby craft stores
- ☐ Automotive and related parts store, without servicing
- ☐ Hotel and Motels
- ☐ Small appliance repair stores, computer or software sales and service
- ☐ Barbershops/Beauty Parlors
- ☐ Liquor stores without drive-thru facilities
- ☐ Resale Shops
- ☐ Professional and business offices
- ☐ Self-service laundries and dry-cleaning establishments
- ☐ Stationery stores, retail office supply stores
- ☐ Movie theaters
- ☐ Tourist homes and bed and breakfast
- ☐ Bakeries or candy stores with products for sale on premise only
- ☐ Appliance repair stores, including computer sales and service
- ☐ Caterers
- ☐ Post Offices
- ☐ Ice Cream and Cafes
- ☐ Toy stores
- ☐ Agricultural services
- ☐ Banks and other financial institutions without drive-thru facilities
- ☐ Camera and photographic supply stores
- ☐ Clothing, shoe stores and repair shops
- ☐ Clinics medical and dental
- ☐ Department Stores
- ☐ Drug Stores
- ☐ Florist Shops
- ☐ Food and Convenience stores without gasoline pumps
- ☐ Furniture stores
- ☐ Hardware stores
- ☐ Insurance agencies
- ☐ Jewelry stores
- ☐ Meat markets
- ☐ Paint, wallpaper, interior decorating and floor covering stores
- ☐ Restaurants without drive-thru facilities
- ☐ Sporting goods stores

- ☐ Variety stores
- ☐ Charitable or nonprofit institution or facilities
- ☐ Light assembly uses including electronics, pottery, printing, contractor shops (electrical, heating, plumbing and general contracting) provided there is no significant environmental emissions (odor or waste)
- ☐ Catalog and e-commerce sales outlets
- ☐ Day Spas
- ☐ Coffee Shops
- ☐ Gift Shops
- ☐ Public parking lots
- ☐ Tourist information and hospitality centers
- ☐ Dance Studio
- ☐ Lumberyards, building supply stores and green houses
- ☐ Manufacturing, fabrication, packing, packaging and assembly of products from furs, glass, leather, metals, paper, plaster, plastic, textiles, clay, woods and similar material
- ☐ Research facilities, development and testing laboratories, including testing facilities and equipment
- ☐ Retail sales and services linked to manufacturing and warehousing
- ☐ Production, or processing, cleaning, servicing, testing or remailer of materials, goods or products limited to the follow uses, products, components, or circumstances:
 - ☐ a) Electronic and electrical products instruments, such as transistors, semiconductors, small computers, scanners, monitors and compact communication devices
 - ☐ b) High technology products related to the fields of physics, oceanography, astrophysics, metallurgy, chemistry, biology or other scientific field offered for study by University of Whitewater
 - ☐ c) Laser technology, radiology, x-ray and ultra sound products, manufacturing and assembly
 - ☐ d) Medical and dental supplies
 - ☐ e) Optical, fiber optical and photographic products and equipment
 - ☐ f) Orthopedic and medial appliances such as artificial limbs, brace supports and stretchers
 - ☐ g) Products related to process design, process stimulation, computer hardware and software development, safety engineering
 - ☐ h) Scientific and precision instruments and components, including robotics
- ☐ Telecommunication centers (not including wireless telecommunications facilities)
- ☐ Private recreation facilities
- ☐ Freight terminals, trucking servicing and parking, warehousing and inside storage
- ☐ More than one principal structure on a lot when the additional building is a material and direct part of the primary business
- ☐ Pilot Plans and other facilities for testing manufacturing, processing or fabrication methods or for testing of products or materials
- ☐ College, Universities, Schools, Churches, Libraries, Government buildings



Permitted Conditional Uses (Please check all that apply)

- ☐ Planned Residential Development
- ☐ First Wireless telecommunications facility located on alternative structure only
- ☐ Attached townhouse dwellings up to four units per building
- ☐ Public and semipublic uses
- ☐ Multifamily dwellings and attached dwellings, over four units (new construction only)
- ☐ Any building over forty feet
- ☐ Conversion of existing structures resulting in more dwelling units
- ☐ Dwelling units with occupancy of six or more unrelated persons
- ☐ All uses with a drive-in and drive-thru facilities
- ☐ Automobile repair and service
- ☐ Taverns and other places selling alcoholic beverages by the drink
- ☐ Daycare centers, adult, child and doggie
- ☐ Large Retail and Commercial Service Developments
- ☐ Motor Freight Transportation
- ☐ Light manufacturing and retail uses
- ☒ Home Occupations/Professional Home offices requiring customer access
- ☐ Bed and Breakfast establishments
- ☐ Conversion of existing single-family dwellings to two-family attached dwellings
- ☐ Professional business offices in a building where principal use is residential
- ☐ Fraternity or sorority houses and group lodging facilities
- ☐ Planned Development
- ☐ Conversion of existing units with less than five bedrooms to five or more bedrooms
- ☐ Entertainment establishments, including clubs but excluding adult entertainment
- ☐ Automobile and small engine vehicles sales and rental facilities
- ☐ Car washes
- ☐ Gasoline service stations, including incidental repair and service
- ☐ Funeral homes and crematory services
- ☐ Liquor or tobacco stores
- ☐ Wholesale trade of durable and nondurable goods
- ☐ Salvage Yards

Signatures

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

Applicant's Signature*

David John Dietrich

Date*

09/12/2025

Inspector/Zoning Signature**Date****Item 4.****Cost Recovery Certificate and Agreement**

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

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

PROJECT INFORMATION**PROJECT NAME***

Dietrich Fine Art Gallery Whitewater

PROJECT LOCATION*

Whitewater, Wisconsin

APPLICANT INFORMATION**NAME***

David John Dietrich

MAILING (BILLING) ADDRESS*

319 W James Street, Whitewater, Wisconsin 53190

PHONE*

262-725-2761

EMAIL ADDRESS*

info@art-wi.com

ATTORNEY INFORMATION

NAME

PHONE

EMAIL ADDRESS

SIGNATURE OF APPLICANT*

David John Dietrich

DATE*

9/12/2025

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

RATES

City Administration Hourly Rate Shall Not Exceed

Interim Director of Economic Development: Emily McFarland \$

Director of Public Works: Brad Marquardt \$72.33

Director of Finance: Rachelle Blitch \$65.94

Clerk: Heather Boehm \$43.33

Deputy Clerk: Tiffany Albright \$29.20

NS Administrative Assistant Llana Dostie \$

Building Inspection Services

Building Inspector Commercial: Joe Mesler \$80.00

Building Inspector Residential: Jon Mesler \$80.00

City Attorney

Russell Law Offices, LLc

Attorney Timothy Brovold \$

City Engineer

Strand and Associates \$247.63

Primary Contact: Mark Fischer

City Planners and Zoning Administrator

Primary Contact: Allison Schwark \$49.00

Building Inspector Date Received	Review by	Zoning Administrator Date Received	Reviewed by
<div></div>	<div></div>	<div></div>	<div></div>
Occupancy Classification	Occupancy Classification Surrounding Units	Zoning of Property	Use Permitted
<div></div>	<div></div>	<div></div>	<div><input type="checkbox"/> By Right <input type="checkbox"/> By CUP <input type="checkbox"/> PC Approval Required</div>

Item 4.

Approval

☐ Approved

☐ Denied

Date

Approval

☐ Approved

☐ Denied

Date

Public Works
Approval

☐ Approved

☐ Denied

Date

City Engineer
Approval

☐ Approved

☐ Denied

Date

Police Department

☐ Approved

☐ Denied

Date

Fire Department
Approval

☐ Approved

☐ Denied

Date



NOTICE OF PUBLIC HEARING

TO ALL INTERESTED PARTIES:

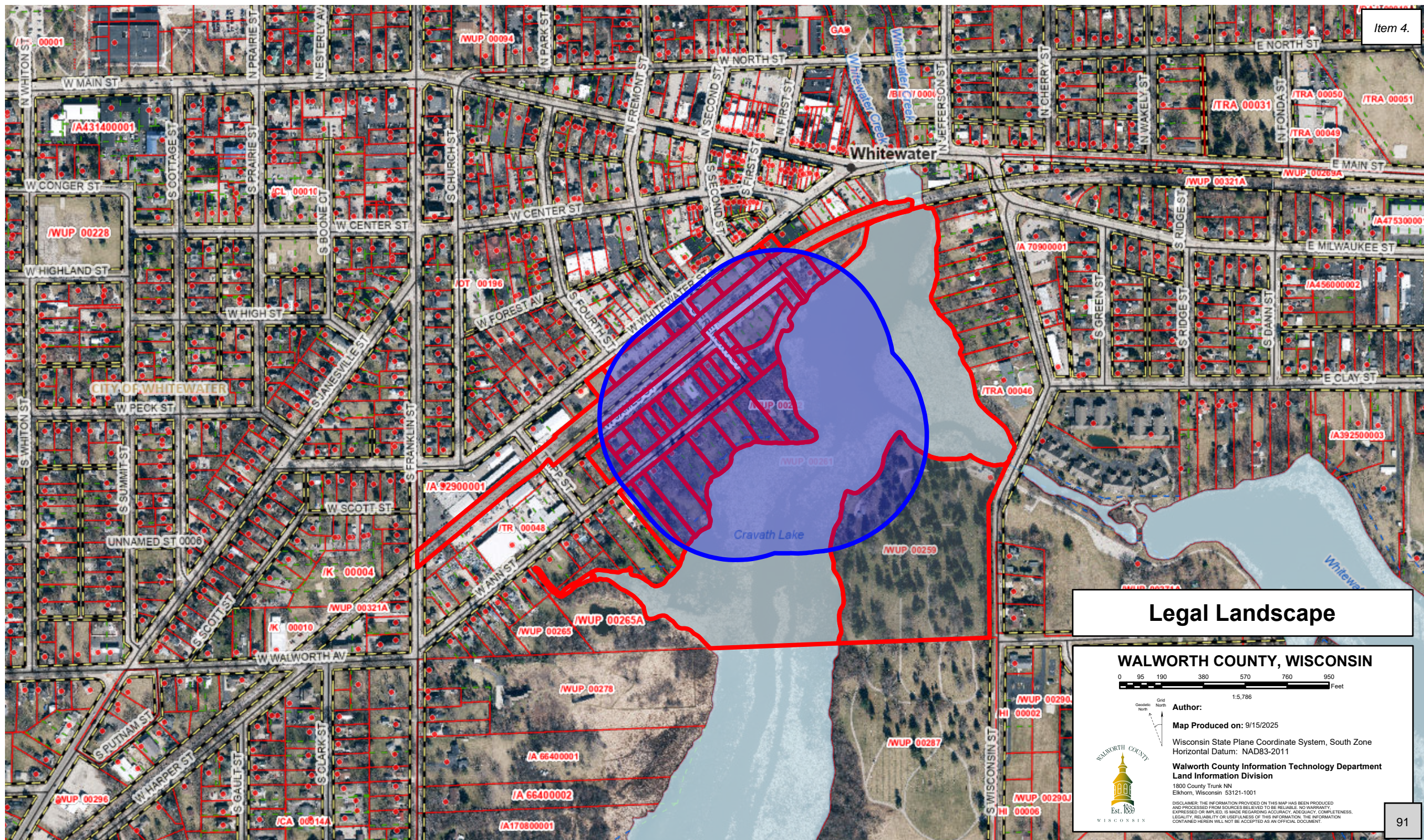
A meeting of the PLAN AND ARCHITECTURAL REVIEW COMMISSION of the City of Whitewater will be held at the Municipal Building, Community Room, located at 312 W. Whitewater Street on the 13th, day of October, 2025 at 6:00 p.m. to hold a public hearing for consideration for a Conditional Use Permit for First Floor Residential located at 319 W James Street, Whitewater, WI 53190. Parcel #: /TR 00025.

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

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

For information, call (262) 473-0540

Llana Dostie, Neighborhood Services Administrative Assistant



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

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

KEVIN GREEN
365 W ANN ST
WHITEWATER, WI 53190

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

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

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

WISCONSIN DAIRY SUPPLY CO TAX COMM
PO BOX 239
WHITEWATER, WI 53190-9000

COMMUNITY DEVELOPMENT AUTHORITY
402 W MAIN ST
WHITEWATER, WI 53190

COMMUNITY DEVELOPMENT AUTHORITY
402 W MAIN ST
WHITEWATER, WI 53190

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

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

CITY OF WHITEWATER
312 W WHITEWATER ST
WHITEWATER, WI 53190

ROSA M VERDUZCO
232 WISCONSIN ST
WHITEWATER, WI 53190

TYLER R SAILSBERY
831-1/2 NORMANDIE AVE
LOS ANGELES, CA 90005-0500

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

MARC L LINSE
338 W ANN ST
WHITEWATER, WI 53190

FAYE A ENGBRETSON
340 W ANN ST
WHITEWATER, WI 53190

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

RLA 335 JAMES LLC
895 E BRIAR RIDGE DR
BROOKFIELD, WI 53045-4500

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

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

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

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

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

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

ARACELI PARTIDA
371 W ANN ST
WHITEWATER, WI 53190

HILLSIDE CEMETERY
C/O WHITEWATER CEMETERY ASSOC
235 NEWCOMB ST
WHITEWATER, WI 53190

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

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

Item 4.

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

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

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

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

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

MEMORANDUM

To: City of Whitewater Plan and Architectural Review Commission

From: Allison Schwark, Zoning Administrator

Date: October 13, 2025

RE: Comprehensive Plan Amendment and Rezone Request

Summary of Request	
Requested Approvals:	Comprehensive Plan Amendment- Land Use Map Change from M-1 to R-3 Zoning Map Amendment from M-1 to R-3
Location:	Vacant Lot off E Main Street (/A444200001)
Current Land Use:	Vacant
Proposed Land Use:	Future Multi-Family Residential Development
Current Zoning:	M-1 General Manufacturing
Proposed Zoning:	R-3 Multi-Family Residence District
Future Land Use, Comprehensive Plan:	Business/Industrial
Proposed Future Land Use:	Higher Density Residential

Staff Review

The applicant is requesting a Future Land Use Map Change from M-1 to Higher Density Residential, and a Zoning Map Amendment from M-1 to R-3.

This future land use designation is intended to accommodate a variety of residential units at higher densities—including rental apartment complexes, condominiums, townhouses, and the continuation of pre-existing single- and two-family residences where desired—all served by sanitary sewer.

Policies and Programs: The following policies and programs are recommended for this future land use designation:

- a. When considering future rezoning requests, the existing City zoning district most

appropriate to implement this future land use designation is either the R-3 or R-3A Multi-Family Residence District or the PD Planned Development district.

b. In addition to the citywide neighborhood preservation approaches described in Housing and Neighborhood Development chapter, the City will pursue the following additional neighborhood preservation approaches for Higher Density Residential neighborhoods, following additional research where necessary:

1. Work with developers and landlords to identify ways the City can help facilitate housing conversions, housing upgrades, and the development of new housing to meet expected demands for student- and renter-occupied housing.

b. To protect and elevate the character, quality, appearance, and function of Higher Density Residential neighborhoods, utilize the following criteria to consider whether and how to grant requested approvals that will result in increases in the number of housing units within any building or lot:

1. The extent to which the project provides a positive and lasting contribution to the character of the neighborhood.

The proposed project provides a positive contribution to the neighborhood.

2. A determination that such project is supported by adopted City plans covering the area, including the City's desire to preserve certain areas outside of the district for single-family housing that is not student-oriented.

The proposed project is supported by adopted city plans.

3. The extent to which the project improves the appearance and condition of the building and lot, and increases or at least maintains the value of the subject property and surrounding properties for current and possible future uses in accordance with City plans.

The proposed project improves the appearance and condition of the lot, and increased the value of the subject property and those around it.

4. A design and determination that off-street parking for the requested number of units can be provided in a manner that will meet ordinance requirements, result in a parking arrangement and associated landscaping that is aesthetically pleasing, and include stormwater management so as to not negatively affect nearby properties or the City's stormwater management system. The City may require that the petitioner demonstrate parking could be accommodated in a manner that meets the expected demand associated with having the proposed number of unrelated persons living in each housing unit or maintains full compliance with parking space quantity and location requirements in the zoning ordinance.

The proposed project will meet all off-street parking requirements and stormwater requirements.

5. Consideration of the character of nearby residential land uses, including the predominant number of units per building, whether surrounding buildings are predominantly renter or owner-occupied, and whether the scale of the proposed project is compatible with the surrounding neighborhood.

The proposed project would contribute to an ideal neighborhood mix between commercial use, single family, and multi-family on this side of the City.

6. Where applicable, a design that shows that a house that is proposed for conversion/expansion is suitable for that intent without significant compromises

to the building architecture, floor plan, and/or historic character.

This will be a new construction development.

7. In the case of proposed expansions to existing buildings, consideration of whether the lot (possibly in combination with other adjacent) would instead be better suited for building demolition and new construction.

This will be a new construction development.

8. The extent to which stormwater management enhancements contribute to efforts to reduce stormwater runoff citywide.

The proposed project will enhance and assist efforts to reduce stormwater runoff, and the proposed development will have adequate stormwater detention facilities.

The proposed project site has been undeveloped and has remained vacant for several years under the current zoning and future land designation classification. As the City of Whitewater continues to grow, change, and expand, it is common that future land use and zoning designations may need to be amended and changed to better fit the needs of a growing community. It has been shown through multiple evaluations that the site would not be a good fit for a manufacturing company due to its' size. Additionally, a study completed by Railroad Guy, LLC showed that a railroad spur would be difficult to utilize on this site while also constructing a building, due to the small lot size, and unique shape. This site would limit any potential manufacturing company and has marginal rail service value.



The proposed project area is surrounded by a variety of uses and zoning designations, with manufacturing to north, and west, residential to the west and south, and vacant technology park land to the east. Multi-family housing would provide a good transition between commercial usage, future technology park development and the adjacent single family developments.

The proposed rezone request would allow for a developer to in the future apply for both a conditional use permit and site plan review to construct multi-family housing across the site. During future approvals detailed site plans, stormwater plans, and landscaping plans will be evaluated. The request before the planning commission this evening is simply to rezone the parcel to allow for this type of development. The current parcel meets all requirements of the R-3 zoning district including lot size, width, and depth per section 19.21 of the Municipal Ordinance.

Planner's Recommendations

- 1) Staff recommends that Plan Commission recommend **APPROVAL** to the City of Whitewater Common Council for the Comprehensive Plan Amendment to change the Future Land Use Map from Business/Industrial to Higher Density Residential as it aligns with the goals, objectives, and policies set forth in the City of Whitewater Comprehensive Plan.
- 2) Staff recommends that Plan Commission recommend **APPROVAL** to the City of Whitewater Common Council for the rezoning of parcel /A444200001 from M-1, General Manufacturing to R-3, Multi-Family Residential.

Print

Rezone Application - Submission #1844

Date Submitted: 8/8/2025

City of Whitewater

312 W Whitewater Street
PO Box 178
Whitewater, WI 53190
262-473-0540
www.whitewater-wi.gov

Neighborhood Services

Rezone Application

Rezone Application Checklist (Please read)**Applicant**

1. Fill out Planning Request Form, Rezone Form, and Plan of Operation Form. Twelve (12) copies
11 x 17, a digital copy of all submittal material:
 - a. Any other materials
 2. Application shall include the following Plan requirements:
 - a. All plans shall be drawn to scale and show all sides of the proposed building
 - b. All plans will exhibit property exterior building materials and colors to be used
 - c. All plans will exhibit proposed/existing off-street parking stalls and driveway/loading docks
 - d. Building elevations must include the lot on which the structure is to be built and the street(s) adjacent to the lot
3. Submit fee to the City of Whitewater

City Building Inspector/Zoning Administrator

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

Process

1. Plan Commission considers applicant's review is presented by Zoning Administrator, at the first initial appearance. If Plan Commission recommends changes and/or revisions, then the applicant must revise site plan, otherwise the matter is forwarded as is for the second appearance for approval/denial of the final site plan

NOTE: Plan Commission normally meets the second Monday of each month at 6:00 p.m. If a public hearing is required it will be scheduled at the beginning of the Plan Commission meeting.

Taylor Zeinert, Economic Director
262-473-0148
tzeinert@whitewater-wi.gov

Llana Dostie, Neighborhood Services Administrative Assistant
262-473-0144
ldostie@whitewater-wi.gov

Allison Schwark, Municipal Code Enforcement
262-249-6701
mcodeenforcement@gmail.com

Site Plan	Landscaping	MSDS Sheet	Other Information
2024-12-30 Whitewater Site Plan.pdf	<div>Choose File</div> No fi...sen	<div>Choose File</div> No fi...sen	<div>Choose File</div> No fi...sen

Planning Request (check all that apply)

1. General Project Information:

Project Tax Key #*

/A444200001

Project Address*

LOT 1 CERTIFIED SURVEY NO. 4442 AS RECORDED IN VOL 29 OF C.S. ON PAGE 30 WCR. LOCATED IN NW 1/4 & NE 1/4 SE 1/4 SEC 3 T4N R15E. 477436 SQ FT CITY OF WHITEWATER OMITS /WUP-333; ALSO THAT PORTION OF VACATED EAST MAIN COURT PER 920136

City*	State*	Zip Code*
CITY OF WHITEWATER	WISCONSIN	53190

Project Title (if any)

2. Applicant, Agent & Property Owner Information

Applicant's Name*	Applicant's Company*
Steve Parse	Vierbicher

Address*

600 W. Virginia St, Suite 601

City*

Milwaukee

State*

WI

Zip Code*

53204

Phone Number*

262-408-5659

Email Address*

spar@vierbicher.com

Agent Name

Steve Parse

Agent Company

Vierbicher

Address

600 W. Virginia St., Suite 601

City

Milwaukee

State

WI

Zip Code

53204

Phone Number

262-408-5659

Email Address

spar@vierbicher.com

Owner's First Name (if different from applicant)**Owner's Last Name****Item 6.**

CITY OF WHITEWATER

CITY OF WHITEWATER

Address

312 W WHITEWATER ST

City**State****Zip Code**

WHITEWATER

WI

53190

Phone Number

262-473-0500

Email Address

N/A

3. Planning Reqeust (Check all that apply)*

- ☐ Site Plan and Architectural Review \$150.00 plus \$0.05 per s. ft (Floor Area)
- ☐ Conditional Use Permit \$275.00
- ☒ Rezone/Land use Amendment \$400.00
- ☐ Planned Unit Development \$500.00
- ☐ Preliminary Plan \$175.00
- ☐ Final Plat \$225.00
- ☐ Certified Survey Map \$200.00 plus \$10.00 per lot
- ☐ Project Concept Review \$150.00
- ☐ Joint Conditional Use & Certified Survey Map \$500.00 plus \$10.00 per lot
- ☐ Joint Rezoning & Certified Survey Map \$500.00 plus \$10.00 per lot
- ☐ Joint Site Plan & Conditional Use \$350.00 plus \$0.05 per sq ft (Floor Area)
- ☐ Board of Zoning Appeals/Adjustment \$300.00

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

- ☐ Yes
- ☒ No

If yes, please specify the language required.**Rezone Application**

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

Item 6.

Address and legal description of the subject site*

LOT 1 CERTIFIED SURVEY NO. 4442 AS RECORDED IN VOL 29 OF C.S. ON PAGE 30 WCR. LOCATED IN NW 1/4 & NE 1/4 SE 1/4 SEC 3 T4N R15E. 477436 SQ FT CITY OF WHITEWATER OMITS /WUP-333; ALSO THAT PORTION OF VACATED EAST MAIN COURT PER 920136

Tax Parcel #*

/A444200001

Current Zoning District*

M-1

Requested Zoning District*

R-3

Requested zoning text amendment Section*

19.21 for rezoning, Future Land Use Map in Comp Plan - change subject parcel to "Higher Density Residential"

Petitioner's interest in requested rezoning*

Develop property. Development includes 5 multifamily residential buildings

List type and number of structures, proposed operation or use of the structure(s) on site, number of employees, parking, etc.*

Rezoning & Land Use Amendment request only at this time. 5 multi-family residential structures

Property Owner Signature*

CITY OF WHITEWATER

Owner's Agent Signature

N/A

Property Owner's Address*

312 W WHITEWATER ST

Owner's Agent Address

N/A

Property Owner's Phone Number*

262-473-0500

Owner's Agent Phone

N/A

Property Owner's Email*

N/A

Owner's Agent Email

N/A

Zoning #**Application Reviewed by**

Item 6.

Date**Date Filed****Date Published****Date Notices Mailed****Plan Commission Recommendation****Date of Recommendation****Plan of Operations****Property Information****Tenant Information****Property Tax Key #*****Previous Business Name***

/A444200001

N/A

Property Address***Years in Operation***

LOT 1 CERTIFIED SURVEY NO. 4442 AS RECORDED IN VOL 29 OF C.S. ON PAGE 30 WCR. LOCATED IN NW 1/4 & NE 1/4 SE 1/4 SEC 3 T4N R15E. 477436 SQ FT CITY OF WHITEWATER OMITS /WUP-333; ALSO THAT PORTION OF VACATED EAST MAIN COURT PER 920136

N/A

Property Owner***New Business Name***

CITY OF WHITEWATER

N/A

Owner's Mailing Address*

312 W WHITEWATER ST

Name of Operator*

N/A

City, State and Zip Code*

WHITEWATER, WI 53190

Operator's Mailing Address*

N/A

Owner's Phone #*

262-473-0500

City, State and Zip Code*

N/A

Owner's Email*

N/A

Operator's Phone and Email*

N/A

New Business Use/Operation Information**Description of Business Use or Operations***

Proposed Multi-Family buildings for lease

Previous Use of Space*

Vacant

Hours of Operations (Weekdays)*

N/A

Hours of Operations (Weekend)*

N/A

Total Area Space (SQF)*

11 AC

Toilet Fixtures*

N/A

Full Time Employees*

N/A

Part Time Employees*

N/A

Customer Seating*

- ☐ Yes
☒ No

Seating Capacity*

N/A

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

N/A

Sprinkler System*

- ☐ Yes
☒ No

Hazardous/Flammable Chemicals used/stored*

- ☐ Yes (must attach MSDS sheets)
☒ No

Specified Use of the Property and Building(s)

Building A*

Rezoning & Land Use Amendment Request only at this time - 5 total buildings each with 12 units (60 units total)

Building B**Building C**

Will there be any problems resulting form this operation such as (check all that apply)*

- ☐ Odors
- ☐ Smoke
- ☐ Noise
- ☐ Light
- ☐ Vibrations
- ☒ None

Parking**Dimension of parking lot***

finalized parking lot design will meet zoning requirements

Number of Spaces available*

finalized parking counts will meet requirements

Parking lot constructon*

- ☒ Asphalt
- ☐ Concrete

Type of Screening*

- ☐ Fencing
- ☒ Plantings

Is employee parking included in "number of space available"?*

- ☐ Yes
- ☒ No

Signage (Sign Permit Application Needed)

Type *

- ☐ Free standing
- ☐ Monument
- ☐ Projecting
- ☐ Awning/Canopy
- ☐ electronic Message
- ☐ Pylon
- ☐ Arm/Post
- ☐ Window
- ☐ Mobile/Portable or Banner
- ☐ Other
- ☒ None

If other describe**Location of Signs****Entertainment****Is there any type of music in this proposal?***

- ☐ Yes (Separate License from Clerk's Office Required)
- ☒ No

Live*

- ☐ Yes
- ☒ No

When will this be offered to customers (check all that apply)

- ☐ Monday
- ☐ Tuesday
- ☐ Wednesday
- ☐ Thursday
- ☐ Friday

What time (s) will this be offered**Outdoor Lighting****Type***

Rezoning & Land Use Amendment Request only at this time

Location*

Rezoning & Land Use Amendment Request only at this time

Utilities**Will you be connected to City***

- ☒ Water
☒ Sewer

Is there a private well on-site?*

- ☐ Yes
☒ No

Types of Refuse Disposal*

- ☐ Municipal
☒ Private

Approval Date by the Department of Natural Resources of the well proposed**Approval Date by the County Health Department of existing septic system****What types of sanitary facilities are to be installed for the proposed operation****Surface water drainage facilities (describe or include in site plan)****Licenses/Permits****Is a highway access permit needed from the State, County or Local Municipality***

- ☐ Yes
☒ No

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

- ☐ Yes
☒ No

Is a liquor license required? (Separate license form Clerk's Office)*

- ☐ Yes
☒ No

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

- ☐ Yes
☒ No

Permitted Property Uses (Check all that apply)*

- ☐ Single Family Dwelling
- ☐ Two Family Dwelling
- ☐ Modular Home
- ☐ Manufactured Home
- ☐ Second or greater wireless telecommunication facility
- ☐ Home occupations/professional home office for nonretail goods and services no customer access
- ☒ Multi-Family Dwellings
- ☐ Art, Music and School supply stores and galleries
- ☐ Antique, collectible and hobby craft shops
- ☐ Automotive and related parts stores, without servicing
- ☐ Hotels and motels
- ☐ Small appliance repair stores, computer or software sales and service
- ☐ Banks and other financial institutions without drive-thru facilities
- ☐ Camera and photographic supply stores
- ☐ Caterers
- ☐ Clothing, Shoe Stores and repair shops
- ☐ Clinics medical and dental
- ☐ Drug Stores
- ☐ Florist Shops
- ☐ Food and convenience stores without gasoline pumps
- ☐ Furniture stores
- ☐ Hardware stores
- ☐ Insurance agencies
- ☐ Barbershops/Beauty Parlors
- ☐ Liquor stores without drive-thru facilities
- ☐ Resale shops
- ☐ Professional and Business offices
- ☐ Self-service laundries and dry-cleaning establishments
- ☐ Stationery stores, retail office supply stores
- ☐ Movie theaters
- ☐ Tourist homes and bed and breakfasts
- ☐ Bakeries or candy stores with products from sale on premise only
- ☐ Appliance repair stores, including computer sales and service
- ☐ Coffee Shops
- ☐ Cultural arts centers and museums
- ☐ Post Offices
- ☐ Ice cream shops and cafes
- ☐ Agricultural services
- ☐ Lumbeyards, building supply stores and green houses
- ☐ Manufacturing, fabrication, packing, packaging and assembly of products from furs, glass, leather, metals, paper, plaster, plastic, textiles, clay, woods and similar material
- ☐ Research facilities, development and testing laboratories including testing facilities and equipment
- ☐ Retail sales and services linked to manufacturing or warehousing

- ☐ Production, or processing, cleaning, servicing, testing or remailer or materials, goods or products limited o the following uses, products, components, or circumstances:
- ☐ a. Electronic and electrical products instruments, such as transistors, semiconductors, small computers, scanners, monitors and compact communication devices
- ☐ b. High technology products related to the fields of physics, oceanography, astrophysics, metallurgy, chemistry, biology or other scientific field offered for study by University of Whitewater
- ☐ c. Laser technology, radiology, x-ray and ultrasound products, manufacturing and assembly
- ☐ d. Medical and dental supplies
- ☐ e. Optical, fiber optical and photographic products and equipment
- ☐ f. Orthopedic and medical appliances such as artificial limbs, brace supports and stretchers
- ☐ g. Products related to process design, process stimulation, computer hardware and software development, safety engineering
- ☐ h. Scientific and precision instruments and components, including robotics
- ☐ Jewelry stores
- ☐ Meat Markets
- ☐ Paint, Wallpaper, interior decorating and floor covering stores
- ☐ Restaurants without drive-thru facilities
- ☐ Sporting goods stores
- ☐ Variety stores
- ☐ Charitable or nonprofit institution and facilities
- ☐ Light assembly uses including electronics, pottery, printing, contractor shops (heating, electrical, plumbing, general contracting) provided that there are no significant environmental emissions (odor or waste)
- ☐ Catalog and e-commerce sales outlets
- ☐ Day spas
- ☐ Gift Shops
- ☐ Public parking lots
- ☐ Tourist information and hospitality centers
- ☐ Dance Studio
- ☐ College Universitites
- ☐ Private recreation facilities
- ☐ Freight terminals, trucking servicing and parking, warehousing and inside storage
- ☐ More than one principal structure on a lot when the additional building is a material and direct party of the primary business
- ☐ Pilot plants and other facilities for testing manufacturing, processing or fabrication methods or for the testing of products or materials
- ☐ Telecommunication centers (not including wireless telecommunication facilities)

Permitted Conditional Uses (Please check all that apply*)

- ☐ Planned Residential Development
- ☐ First telecommunications facility located on alternative structure only
- ☐ Attached townhouse dwellings up to four units per building
- ☐ Public and semipublic uses
- ☒ Multifamily dwellings and attached dwellings, over four units (new construction only)
- ☐ Any building over forty feet
- ☐ Conversion of existing structures resulting in more dwelling units
- ☐ Dwelling units with occupancy of six or more unrelated persons
- ☐ Home Offices/Professional Home offices requiring customer access
- ☐ Bed and Breakfast establishments
- ☐ Conversion of existing single-family dwellings to two-family attached dwellings
- ☐ Professional business offices in a building where principal use is residential
- ☐ Fraternity or sorority house and group lodging facilities
- ☐ Planned Development
- ☐ Conversion of existing units with less than five bedrooms to five or more bedrooms
- ☐ Entertainment establishments, including clubs but excluding adult entertainment
- ☐ All uses with drive-in and drive-thru facilities
- ☐ Automobile repair and service
- ☐ Taverns and other places selling alcoholic beverages by the drink
- ☐ Daycare centers, adult, child and doggie
- ☐ Large Retail and Commercial Service Developments
- ☐ Motor Freight Transportation
- ☐ Light manufacturing and retail uses
- ☐ Automobile and small engine vehicle sales and rental facilities
- ☐ Car washes
- ☐ Gasoline service stations, including incidental repair and service
- ☐ Funeral homes and crematory services
- ☐ Liquor or tobacco stores
- ☐ Wholesale trade of durable and nondurable
- ☐ Salvage Yards

Signatures

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

Applicant's Signature***Date***

Steve Parse

8/8/2025

Inspector's Signature**Date**

Item 6.

Cost Recovery Certificate and Agreement

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

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

PROJECT INFORMATION**PROJECT NAME***

Premier Whitewater

PROJECT LOCATION*

LOT 1 CERTIFIED SURVEY NO. 4442 AS RECORDED IN VOL 29 OF C.S. ON PAGE 30 WCR. LOCATED IN NW 1/4 & NE 1/4 SE 1/4 SEC 3 T4N R15E. 477436 SQ FT CITY OF WHITEWATER OMITS /WUP-333; ALSO THAT PORTION OF VACATED EAST MAIN COURT PER 920136

APPLICANT INFORMATION**NAME***

Steve Parse

MAILING (BILLING) ADDRESS*

600 W. Virginia St., Suite 601, Milwaukee, WI 532040

PHONE*

262-408-5659

EMAIL ADDRESS*

spar@vierbicher.com

ATTORNEY INFORMATION

NAME**PHONE****EMAIL ADDRESS****RATES**

City Administration Hourly Rate Shall Not Exceed

Interim Director of Economic Development: Emily McFarland \$

Director of Public Works: Brad Marquardt \$72.33

Director of Finance: Rachelle Blitch \$65.94

Clerk: Heather Boehm \$43.33

Deputy Clerk: Tiffany Albright \$29.20

NS Administrative Assistant Llana Dostie \$

Building Inspection Services

Building Inspector Commercial: Joe Mesler \$80.00

Building Inspector Residential: Jon Mesler \$80.00

City Attorney

Russell Law Offices, LLc

Attorney Timothy Brovold \$

City Engineer

Strand and Associates \$247.63

Primary Contact: Mark Fischer

City Planners and Zoning Administrator

Primary Contact: Allison Schwark \$49.00

SIGNATURE OF APPLICANT*

DATE*

8/8/2025

City Use Only Below this Line

Building Inspector Date Received

Review By

Zoning Administrator Date Received

Reviewed by

Occupancy Classification

Occupancy Classification of Surrounding Units

Zoning of Property

Use Permitted

- ☐ By Right
- ☐ By CUP
- ☐ PC Approval Required

Approval

- ☐ Approved
- ☐ Denied

Date

Approval

- ☐ Approved
- ☐ Denied

Date

Public Works Approval

- ☐ Approved
- ☐ Denied

Date

City Engineer Approval

- ☐ Approved
- ☐ Denied

Date

Police Department Approval

- ☐ Approved
- ☐ Denied

Date

Fire Department Approval

- ☐ Approved
- ☐ Denied

Date



30 Dec 2024 - 11:36a M:\Pre-3\24XXXX - Whitewater\CADD\240493 - Whitewater Site Plan.dwg by: cshe



Item 6.

vierbicher

planners | engineers | advisors

SITE PLAN

Whitewater Development

CITY OF WHITEWATER

WALWORTH COUNTY, WISCONSIN

REVISIONS		REVISIONS	
NO.	DATE	NO.	DATE

DATE

12/26/2024

DRAFTER

CSHE

CHECKED

SPAR

PROJECT NO.

240493

116

WHITEWATER SITE EVALUATION (Various) (Amended 2/20/2025)

January 29, 2025

The City of Whitewater (CITY) has identified three parcels as potential rail-served development sites. All three parcels have property boundaries with frontage along a similar railroad corridor Right-of-Way. The operating railroad in this ROW is the Wisconsin & Southern Railroad (WSOR), a subsidiary of WATCO. Having railroad frontage on the WSOR does not necessarily correspond to viable rail access or provide assurances that WSOR will provide rail service. Other factors for an approved rail site will be considered beyond the physical ability to connect to the WSOR mainline corridor. When a potential rail shipper has been identified, WSOR will undoubtedly review a conceptual rail design for compliance with engineering standards, but more importantly, WSOR will want to know the commodity being shipped, estimated rail car volumes, origins and destinations, and the shippers' operating plan.

However, this evaluation aims to conduct each site's high-level engineering and development analysis to identify rail access opportunities and encumbrances more clearly. Having been in the rail industry for over 40 years, I've referenced my site development experience to assist the CITY in determining which sites may be better suited for rail service and possibly included in economic development marketing efforts. A pros and cons approach has been utilized, reviewing rail and roadway access, building and rail capacity, and probable site challenges and encumbrances. Finally, I have included a lump sum cost for each site to further the analysis and prepare a conceptual design and opinion of probable construction cost. This level of work is in line with a rail-served site marketing initiative.

LOT 10B

Pros:

- Vertical rail alignment is favorable
- Rail corridor has tangent rail alignment for switch connection
- Existing roadway access to the site
- Adjacent to an existing industry
- Potential 100K SF industrial footprint

Cons:

- Horizontal rail alignment may encumber the building layout
- Non-uniform parcel boundary
- Private road crossing is required

In my opinion, this site does have rail service potential but is limited to a 100K SF building. The railroad connection and the transition through the parcel will be critical in determining the best fit for an industrial facility. In addition, ten acres are on the low end of a typical rail-served industrial property. Therefore, this site has marginal rail-served value.

CITY PROPERTY

Pros:

- Both vertical and horizontal rail alignment are favorable
- Uniform parcel boundary
- 40-acre development site
- Potential for mid-size industrial footprint

Cons:

- Cumbersome roadway access to the site
- Adjacent to residential development

Rail corridor tangent track for switch connection on west half of parcel

Page 2 of 2

This site has good rail service potential, given its 40-acre size and parcel configuration. Development sites of this size can typically accommodate a 400 – 500K SF industrial building footprint. This site has good access to the WSOR mainline; however, due to the curved mainline along the east half, the switch connection is limited to the west half of the parcel. The significant encumbrance is the existing roadway access through the residential area on what appears to be a shared driveway. Otherwise, a new roadway easement will be required at a separate location. I would consider this site to be adequate for rail service.

HOFFMANN

Pros:

- Vertical and horizontal rail alignment is excellent
- Ideal rectangular parcel boundary configuration
- Unencumbered 100-acre development site
- Potential for large-size industrial footprint
- Existing industrial park roadway access
- Excellent access to US Hwy 12

Cons:

- Wetlands encumber the remaining two parcels

This site has excellent rail service potential due to the westerly 100-acre parcel and rectangular configuration. Development sites of this size can typically accommodate a 1MM SF industrial building, warehouse, or distribution facility. The parcel has good access to the WSOR mainline and existing roadway, with excellent access to US Hwy 12. The only encumbrance that comes into play is with the easterly two parcels, which are extensively impacted by wetlands and small. The westerly Hoffmann parcel is the most attractive parcel for rail-served development.

Conceptual Design Effort

Each site design will have multiple iterations for review and consideration. After the CITY has identified the most acceptable iteration, it will be formatted for WSOR review and feedback. We will incorporate any feedback, make necessary revisions, and then prepare a final exhibit layout and an associated opinion of probable construction costs for each site. Upon WSOR acceptance, these layouts can be utilized for economic development and marketing purposes.

Amendment 1:

Following my initial site assessment and as directed by the CITY, Conceptual Designs were prepared for the Hoffman site and the JC-Kow Farms parcel. Upon review by the CITY, both building site layouts were submitted to WSOR for informal review and feedback. The following response was received via email on February 13, 2025, from Brent Marsh, PE, WSOR Project Engineer. It should be noted that no markups or design comments were received from the WSOR reviewers.

“Thanks for sending these over. The layouts look good to us; we’d be happy to discuss these sites further with future developers and/or the City of Whitewater. It is good to note that these layouts will likely be tailored further to suit the needs of the sites once a buyer/user for the land is determined.”

“I stopped by to brief our Marketing Department on these layouts. Brad advised that WATCO could maybe help with advertising the parcels if they are publicly owned and the City of Whitewater would be interested. Please reach out to Brad if this would be something that Whitewater would like to look into.”

Contact Information:

Brent J. Marsh, PE
Project Engineer
WSOR | FOXY | GDLK-Newberry
Watco
1890 E. Johnson St. | Madison, WI 53704
(608) 620-2035 (O) | (414) 750-6433 (C)
Email: bjmarsh@watco.com

Brad A. Peot
Marketing Manager
Email: bpeot@watco.com

Prepared by: Ben Guido



Lot within City



Lot 10B



Hoffman Lot

NOTICE OF PUBLIC HEARING

TO ALL INTERESTED PARTIES:

In compliance with §66.1001(4)(c)(d) of the Wisconsin Statutes, notice is hereby given by the PLAN AND ARCHITECTURAL REVIEW COMMISSION of the City of Whitewater that a public hearing will be held at the Municipal Building, Community Room, located at 312 W. Whitewater Street on the 13th day of October at 6:00 p.m., or shortly thereafter, for request by Vierbicher for change to the Future Land Use Map

The proposed amendment would affect the Future Land Use Map page 101 of the plan document. On the Future Land Use Map, is the proposed amendment involving the following:

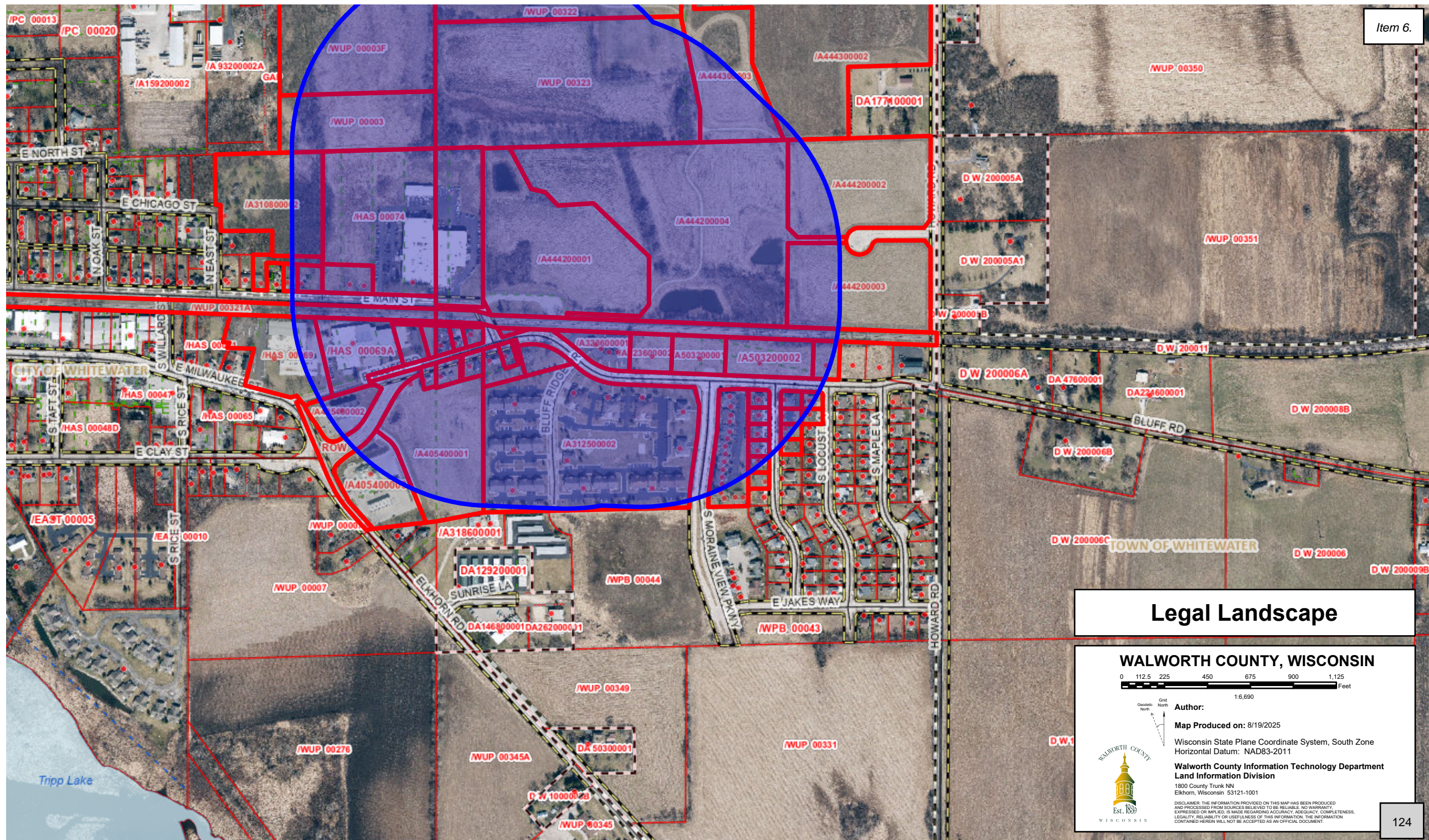
1. Change the Future Land Use designation for parcel number /A444200001 from General Manufacturing District (M-1) to Multifamily Residence District (R-3).

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

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

For information, call (262) 473-0540

Llana Dostie, Neighborhood Services Administrative Assistant



TIM ZUEHLKE
RENEA M GARDNER-ZUEHLKE
1024 E MAIN ST
WHITEWATER, WI 53190

RONALD R DEEGAN
LAURIE DEEGAN
139 N EAST ST
WHITEWATER, WI 53190

CITY OF WHITEWATER 'PUMP H
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MEMORANDUM

To: City of Whitewater Plan and Architectural Review Commission

From: Allison Schwark, Zoning Administrator

Date: October 13, 2025

RE: Comprehensive Plan Amendment and Rezone Request

Summary of Request	
Requested Approvals:	Comprehensive Plan Amendment- Land Use Map Change from M-1 to R-3 Zoning Map Amendment from M-1 to R-3
Location:	Vacant Lot off E Main Street (/A444200001)
Current Land Use:	Vacant
Proposed Land Use:	Future Multi-Family Residential Development
Current Zoning:	M-1 General Manufacturing
Proposed Zoning:	R-3 Multi-Family Residence District
Future Land Use, Comprehensive Plan:	Business/Industrial
Proposed Future Land Use:	Higher Density Residential

Staff Review

The applicant is requesting a Future Land Use Map Change from M-1 to Higher Density Residential, and a Zoning Map Amendment from M-1 to R-3.

This future land use designation is intended to accommodate a variety of residential units at higher densities—including rental apartment complexes, condominiums, townhouses, and the continuation of pre-existing single- and two-family residences where desired—all served by sanitary sewer.

Policies and Programs: The following policies and programs are recommended for this future land use designation:

- a. When considering future rezoning requests, the existing City zoning district most

appropriate to implement this future land use designation is either the R-3 or R-3A Multi-Family Residence District or the PD Planned Development district.

b. In addition to the citywide neighborhood preservation approaches described in Housing and Neighborhood Development chapter, the City will pursue the following additional neighborhood preservation approaches for Higher Density Residential neighborhoods, following additional research where necessary:

1. Work with developers and landlords to identify ways the City can help facilitate housing conversions, housing upgrades, and the development of new housing to meet expected demands for student- and renter-occupied housing.

b. To protect and elevate the character, quality, appearance, and function of Higher Density Residential neighborhoods, utilize the following criteria to consider whether and how to grant requested approvals that will result in increases in the number of housing units within any building or lot:

1. The extent to which the project provides a positive and lasting contribution to the character of the neighborhood.

The proposed project provides a positive contribution to the neighborhood.

2. A determination that such project is supported by adopted City plans covering the area, including the City's desire to preserve certain areas outside of the district for single-family housing that is not student-oriented.

The proposed project is supported by adopted city plans.

3. The extent to which the project improves the appearance and condition of the building and lot, and increases or at least maintains the value of the subject property and surrounding properties for current and possible future uses in accordance with City plans.

The proposed project improves the appearance and condition of the lot, and increased the value of the subject property and those around it.

4. A design and determination that off-street parking for the requested number of units can be provided in a manner that will meet ordinance requirements, result in a parking arrangement and associated landscaping that is aesthetically pleasing, and include stormwater management so as to not negatively affect nearby properties or the City's stormwater management system. The City may require that the petitioner demonstrate parking could be accommodated in a manner that meets the expected demand associated with having the proposed number of unrelated persons living in each housing unit or maintains full compliance with parking space quantity and location requirements in the zoning ordinance.

The proposed project will meet all off-street parking requirements and stormwater requirements.

5. Consideration of the character of nearby residential land uses, including the predominant number of units per building, whether surrounding buildings are predominantly renter or owner-occupied, and whether the scale of the proposed project is compatible with the surrounding neighborhood.

The proposed project would provide an ideal neighborhood mix between commercial use, single family, and multi-family on this side of the City.

6. Where applicable, a design that shows that a house that is proposed for conversion/expansion is suitable for that intent without significant compromises to the building architecture, floor plan, and/or historic character.

This will be a new construction development.

7. In the case of proposed expansions to existing buildings, consideration of whether the lot (possibly in combination with other adjacent) would instead be better suited for building demolition and new construction.

This will be a new construction development.

8. The extent to which stormwater management enhancements contribute to efforts to reduce stormwater runoff citywide.

The proposed project will enhance and assist efforts to reduce stormwater runoff, and the proposed development will have adequate stormwater detention facilities.

The proposed project site has been undeveloped and has remained vacant for several years under the current zoning and future land designation classification. As the City of Whitewater continues to grow, change, and expand, it is common that future land use and zoning designations may need to be amended and changed to better fit the needs of a growing community. It has been shown through multiple evaluations that the site would not be a good fit for a manufacturing company due to its' size. Additionally, a study completed by Railroad Guy, LLC showed that a railroad spur would be difficult to utilize on this site while also constructing a building, due to the small lot size, and unique shape. This site would limit any potential manufacturing company and has marginal rail service value.



The proposed project area is surrounded by a variety of uses and zoning designations, with manufacturing to north, and west, residential to the west and south, and vacant technology park land to the east. Multi-family housing would provide a good transition between commercial usage, future technology park development and the adjacent single family developments.

The proposed rezone request would allow for a developer to in the future apply for both a conditional use permit and site plan review to construct multi-family housing across the site. During future approvals detailed site plans, stormwater plans, and landscaping plans will be evaluated. The request before the planning commission this evening is simply to rezone the parcel to allow for this type of development. The current parcel meets all requirements of the R-3 zoning district including lot size, width, and depth per section 19.21 of the Municipal Ordinance.

Planner's Recommendations

- 1) Staff recommends that Plan Commission recommend **APPROVAL** to the City of Whitewater Common Council for the Comprehensive Plan Amendment to change the Future Land Use Map from Business/Industrial to Higher Density Residential as it aligns with the goals, objectives, and policies set forth in the City of Whitewater Comprehensive Plan.
- 2) Staff recommends that Plan Commission recommend **APPROVAL** to the City of Whitewater Common Council for the rezoning of parcel /A444200001 from M-1, General Manufacturing to R-3, Multi-Family Residential.



NOTICE OF PUBLIC HEARING

TO ALL INTERESTED PARTIES:

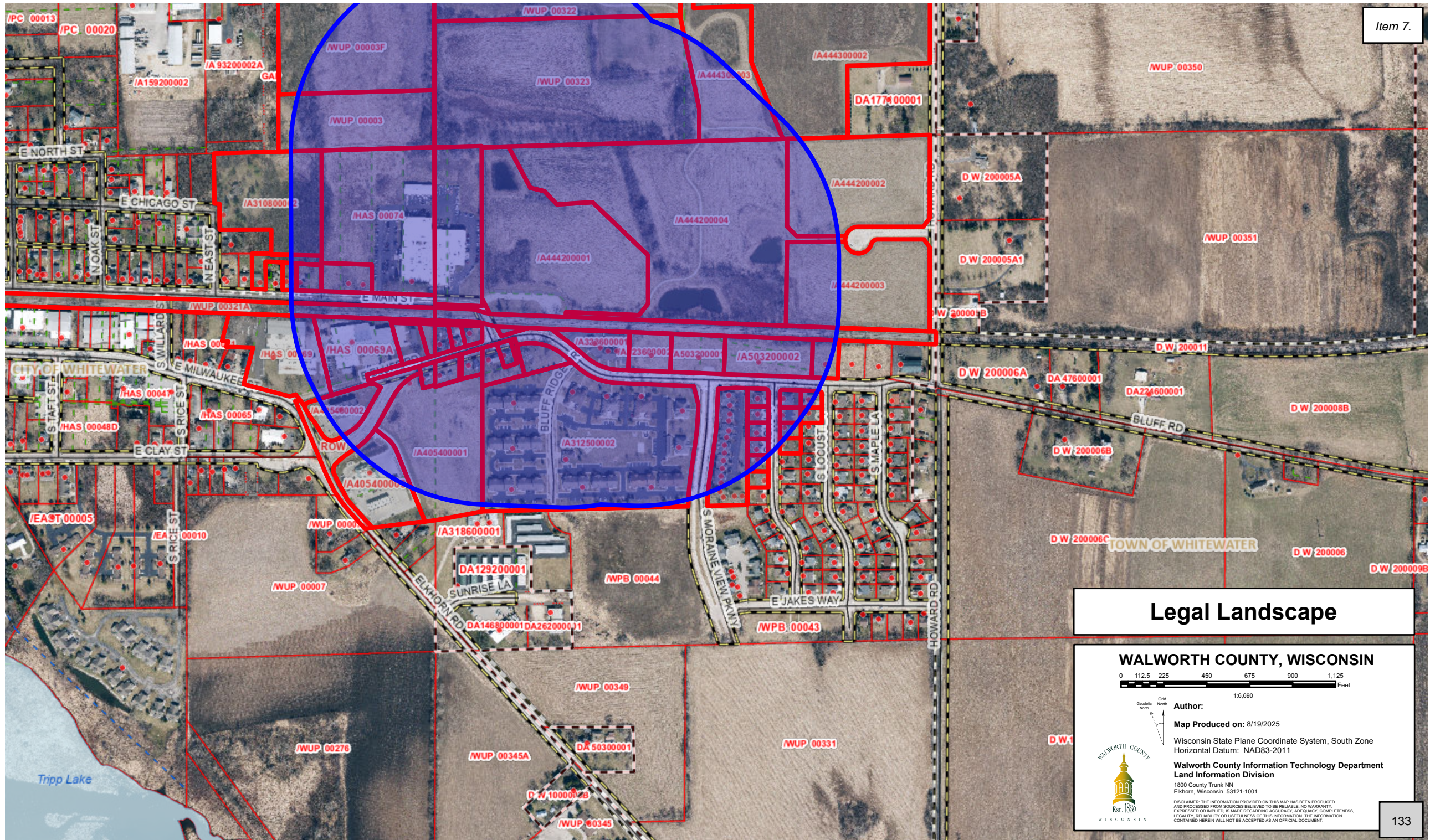
A meeting of the PLAN AND ARCHITECTURAL REVIEW COMMISSION of the City of Whitewater will be held at the Municipal Building, Community Room, located at 312 W. Whitewater Street on the 13th day of October, 2025 at 6:00 p.m. to hold a public hearing for a change in the zoning requested by Vierbicher Tax Parcel Id # A444200001 from M-1 (Manufacturing District) to R-3 (Multi-Family Residence District).

The Proposal is on file in the Neighborhoods Services Office located at 312 W. Whitewater Street and is open to public inspection during office hours Monday through Friday, 8:00 a.m. to 4:30 p.m.

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

For information, call (262) 473-0540

Llana Dostie, Neighborhood Services Administrative Assistant



Legal Landscape

WALWORTH COUNTY, WISCONSIN

0 112.5 225 450 675 900 1,125 Feet

1:6,690



Author:

Map Produced on: 8/19/2025

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

**Walworth County Information Technology Department
Land Information Division**

1800 County Trunk NN
Elkhorn, Wisconsin 53121-1001



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

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RENEA M GARDNER-ZUEHLKE
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Plan and Architectural Review Commission Agenda Item

Meeting Date:	October 13, 2025
Agenda Item:	Memo re: Tanis Land Swap Agreement
Staff Contact (name, email, phone):	Mason Becker, mbecker@whitewater-wi.gov , 262.473.0148

BACKGROUND

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

As commission members may recall, the City of Whitewater and the Whitewater CDA had entered into an agreement with Tanis Properties LLC to exchange properties. The original agreement was approved in April 2025, and an amendment to the Property Swap Agreement was approved in September 2025 by both the Common Council and the Watertown CDA. The amendment clarified the timing and process of the transaction.

The end result of the property swap was that Tanis Properties gained control of parcel #A4420003 on Greenway Ct, where site work is currently underway. The City of Whitewater gained control of parcel #BIRW 00001 (116 E Main St). The city may pursue redevelopment of this site and surrounding city-owned parcels in the future.

The Property Swap was recently completed, and the closing documents were delivered to Chicago Title Company's office in Elkhorn, WI on October 8, 2025.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

April 3, 2025: Common Council passed original resolution approving the Property Swap Agreement
 September 17, 2025: Common Council passed resolution confirming the amendment to the original Property Swap Agreement
 September 18, 2025: Whitewater CDA approved the same amendment to the original Property Swap Agreement

FINANCIAL IMPACT

(If none, state N/A)

The development of the parcel on Greenway Ct will have a positive economic benefit to the city and also returns this parcel to the city's tax rolls.

STAFF RECOMMENDATION

No action is needed. This memo is provided for information only.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

The original and amended agreements are attached.

AMENDMENT TO SIMULTANEOUS PROPERTY SWAP AGREEMENT

This AMENDMENT OF SIMULTANEOUS PROPERTY SWAP AGREEMENT (“Amendment”), is made and entered into by and between the City of Whitewater, a Wisconsin municipal corporation (“City”), City of Whitewater Community Development Authority (“CDA”), Tanis Properties, LLC a Wisconsin limited liability company or its assigns (“Tanis”) and Faith Tanis Properties, LLC, a Wisconsin limited liability company (“Faith”).

RECITALS

A. The City and Tanis entered into a Simultaneous Property Swap Agreement related to property that each party owns.

B. Tanis now desires to transfer its rights to acquire Property One to Faith Tanis Properties, LLC.

C. The CDA will acquire Property Two.

D. The City and Tanis wish to amend the Simultaneous Property Swap Agreement to include Faith and the CDA as parties.

E. The parties have already completed their due diligence under the original Simultaneous Property Swap Agreement and desire to amend the closing date.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Agreement

1. The Simultaneous Property Swap Agreement is amended to include the CDA and Faith as parties to the Agreement, as specified in this Amendment.

2. Section 1.1 of the Simultaneous Property Swap Agreement is amended to read as follows:

1.1 Simultaneous Exchange. Subject to the terms and conditions of this Agreement, City and Tanis agree to simultaneously exchange the parcels of real property and improvements thereon described as follows:

(a) “Property One” is the parcel of real property and improvements located in Walworth County, Wisconsin, which up to the Effective Date has been owned by City,

the legal description of which is more fully set forth on the attached Exhibit A, and having a fair market value of \$220,000.

(b) “Property Two” is the parcel of real property and improvements located in Walworth County, Wisconsin, which up to the Effective Date has been owned by Tanis, the legal description of which is more fully set forth on the attached Exhibit B, having a fair market value of \$192,000 (which Property Two, together with Property One, are referred to herein as the “Properties”).

City shall be the grantor and Faith shall be the grantee as to Property One, and Tanis shall be the grantor and CDA shall be the grantee as to Property Two.

3. Section 1.2 of the Simultaneous Property Swap Agreement is amended to read as follows:

1.2 Conveyance and Title. At the Closing (as defined in Section 3.1 hereof): (a) City shall convey by warranty deed, subject to the Permitted Exceptions identified and defined in Section 2.1 hereof, and Faith shall accept good and marketable title to, Property One, free and clear of all liens, claims, encumbrances and defects whatsoever (except liens for current taxes and installments of special assessments not yet delinquent) in accordance with the terms of this Agreement; and (b) Tanis shall convey by warranty deed, subject to the Permitted Exceptions identified and defined in Section 2.1 hereof, and CDA shall accept good and marketable title to Property Two, free and clear of all liens, claims, encumbrances and defects whatsoever (except liens for current taxes and installments of special assessments not yet delinquent) in accordance with the terms of this Agreement.

4. Section 3.1 of the Simultaneous Property Swap Agreement is amended to read as follows:

3.1 Closing Date. Except as otherwise set forth herein, the closing (the “Closing”) of the simultaneous exchange of the Properties shall take place on or before September 30, 2025 (the “Closing Date”), at the Title Company’s office by means of a remote closing, or at a mutually agreed location or locations and by means mutually agreed to by the parties.

5. Section 3.2 of the Simultaneous Property Swap Agreement shall be amended to read as follows:

3.2 Closing Documents. On or prior to the Closing Date, the Parties shall execute the following documents:

(a) City will execute and deliver to Faith a Warranty Deed conveying Property One to Faith subject only to the Permitted Exceptions (the “Property One Deed”), and Tanis will execute and deliver to City a Warranty Deed conveying Property Two to CDA subject only to the Permitted Exceptions (the “Property Two Deed”, and together with Property One Deed, the “Deeds”);

(b) All Parties will execute any real estate transfer forms that may be required by state law in order to record the Deeds;

(c) All Parties will execute and deliver a closing statement setting forth the fair market value of the properties being transferred and any adjustments there to as provided for in this Agreement;

(d) City will execute and deliver to Faith a Non-Foreign Person Affidavit confirming that City is not a foreign person subject to certain federal withholding requirements in the form attached as Exhibit D;

(e) Tanis will execute and deliver to CDA a Non-Foreign Person Affidavit confirming that Tanis is not a foreign person subject to certain federal withholding requirements in the form attached as Exhibit D;

(f) The Parties shall execute and record an option agreement against Property One in a form substantially similar to Exhibit C obligating Tanis and Faith to construct commercial condominiums on Property One within five years of Closing and allowing the City or CDA to repurchase the Property if Tanis or Faith fails to do so.

(g) All Parties will execute and deliver any other documents that are necessary to consummate the transaction contemplated by this Agreement, including such documents as are necessary to cause title to be conveyed in the form approved by the Parties pursuant to the terms of this Agreement.

6. Section 3.3 of the Simultaneous Property Swap Agreement shall be amended to read as follows:

3.3 Real Estate Taxes. City shall pay all real estate taxes for 2024 and prior years related to Property One. Real estate taxes levied for 2025 shall be prorated on a daily basis to the Closing Date based on the real estate taxes levied for the 2024 tax year. The proration shall be calculated on the basis of the number days of the 2025 calendar year that have elapsed up to and including the Closing Date. Tanis shall pay all real estate taxes for 2025 and prior years for Property Two. Real estate taxes levied for 2025 shall be prorated on a daily basis to the Closing Date based on the real estate taxes levied for the 2024 tax year. The proration shall be calculated on the basis of the number days of the 2025 calendar year that have elapsed up to and including the Closing Date.

7. Section 6.2 of the Simultaneous Property Swap Agreement shall be amended to read as follows:

6.2 City's and CDA's Remedies. If Tanis fails to perform in accordance with the terms of this Agreement, and such failure continues for ten (10) days following City's or CDA's written notice thereof to Tanis, City or CDA may, in addition to all remedies contained elsewhere in this Agreement, enforce specific performance of this Agreement to obtain a warranty deed to Property Two.

8. Any of Tanis's obligations, requirements, covenants, or warranties under the Simultaneous Property Swap Agreement shall apply equally to Faith.

9. Any of the City's obligations, requirements, covenants, or warranties under the Simultaneous Property Swap Agreement shall apply equally to the CDA.

10. The executed Exhibit C of the Simultaneous Property Swap Agreement shall be repealed and replaced with the attached Exhibit C to this Amendment. This Amendment will not become effective until the Exhibit C to this Amendment is executed by the parties.

11. The Simultaneous Property Swap Agreement remains in full force and effect.


12. Any capitalized, but undefined terms in this Assignment shall have the same meaning as defined in the Simultaneous Property Swap Agreement.

13. The Effective Date shall be the calendar day when the last of the Parties sign this Assignment.


(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

CITY OF WHITEWATER

By 
John Weidl, City Manager


**CITY OF WHITEWATER COMMUNITY
DEVELOPMENT AUTHORITY**

By 
Mason Becker, Executive Director

TANIS PROPERTIES, LLC:

By 
Jonathan Tanis

FAITH TANIS PROPERTIES, LLC:

By 
Lori Tanis

By 
Jonathan Tanis

SIMULTANEOUS PROPERTY SWAP AGREEMENT

This SIMULTANEOUS SWAP AGREEMENT (this “Agreement”) effective as of the Effective Date (as defined below in Section 6.17), is made and entered into by and between the City of Whitewater, a Wisconsin municipal corporation (“City”), and Tanis Properties, LLC, a member-managed Wisconsin limited liability company or its assigns (“Tanis”, each a “Party”, and City together with Tanis, the “Parties”).

RECITALS

WHEREAS, City owns fee simple title to certain real estate and related property located in Whitewater, Wisconsin as described herein;

WHEREAS, Tanis owns fee simple title to certain real estate and related property located in Whitewater, Wisconsin as described herein; and

WHEREAS, City and Tanis desire to and agree to exchange such real estate and related property in accordance with the terms and conditions hereinafter set forth.

WHEREAS, Tanis intends to acquire the City property for use as business condominiums that include a gravel parking lot.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Tanis hereby agree as follows:

ARTICLE I SIMULTANEOUS EXCHANGE OF PROPERTY

1.1 Simultaneous Exchange. Subject to the terms and conditions of this Agreement, City and Tanis agree to simultaneously exchange the parcels of real property and improvements thereon described as follows:

(a) “Property One” is the parcel of real property and improvements located in Walworth County, Wisconsin, which up to the Effective Date has been owned by City, the legal description of which is more fully set forth on the attached Exhibit A, and having a fair market value of \$220,000.

(b) “Property Two” is the parcel of real property and improvements located in Walworth County, Wisconsin, which up to the Effective Date has been owned by Tanis, the legal description of which is more fully set forth on the attached Exhibit B, having a fair market value of \$192,000 (which Property Two, together with Property One, are referred to herein as the “Properties”).

City shall be the grantor and Tanis shall be the grantee as to Property One, and Tanis shall be the grantor and City shall be the grantee as to Property Two.

1.2 Conveyance and Title. At the Closing (as defined in Section 3.1 hereof): (a) City shall convey by warranty deed, subject to the Permitted Exceptions identified and defined in

Section 2.1 hereof, and Tanis shall accept good and marketable title to, Property One, free and clear of all liens, claims, encumbrances and defects whatsoever (except liens for current taxes and installments of special assessments not yet delinquent) in accordance with the terms of this Agreement; and (b) Tanis shall convey by warranty deed, subject to the Permitted Exceptions identified and defined in Section 2.1 hereof, and City shall accept good and marketable title to Property Two, free and clear of all liens, claims, encumbrances and defects whatsoever (except liens for current taxes and installments of special assessments not yet delinquent) in accordance with the terms of this Agreement.

ARTICLE II EXAMINATION OF TITLE; CONTINGENCIES

2.1 Examination of Title. City shall obtain and provide to Tanis for examination within fifteen (15) days after the Effective Date of this Agreement, an ALTA commitment for title insurance for each of the Properties issued by First American Title Insurance Company, National Commercial Services, Madison, Wisconsin (the "Title Company") committing said Title Company to insure title to the Properties by an owners' standard form ALTA policy in the amount of the full value of each of the Properties, showing all Uniform Commercial Code Financing Statements, liens, encumbrances and other matters of record, together with legible copies of all documents that appear as exceptions to title. Each Party shall have until ten (10) days prior to the Closing Date (as defined in Section 3.1) to deliver to the other Party written notice of any objections to the condition of title (the "Title Objection Letter"). If either of the Parties fails to deliver a Title Objection Letter ten (10) days prior to the Closing Date, then the Party failing to deliver a Title Objection Letter shall be deemed to have approved of the condition of title as shown by such commitment. Exceptions to title approved by the Parties hereunder shall be deemed to be "Permitted Exceptions."

If either of the Parties do not give timely notice to the other Party to waive any uncured defects of title, then the uncured defects shall become Permitted Exceptions. Notwithstanding anything to the contrary set forth herein, the Parties shall have an absolute obligation to satisfy or discharge any mortgages, money judgments or other liens disclosed in the commitment capable of discharge upon payment of an ascertainable amount. The costs and expenses of providing such title commitments, and of issuing the title policies pursuant to such commitments, shall be split equally between the Parties. After the Effective Date, the Parties shall not (without first obtaining the written consent of the other Party): (i) permit any additional liens or encumbrances to be recorded against the Properties, or (ii) enter into or modify any agreement with respect to the Properties. Each Party shall have the right to order a gap endorsement, which costs shall be split between the Parties. The Parties agree to execute any affidavit reasonably required by the title insurer to provide gap coverage and to remove any standard exceptions to title.

2.2 City's Contingencies. City's obligations under the Agreement are contingent upon the satisfaction or waiver by City, in the exercise of City's sole discretion of the contingencies described in this Agreement within ninety (90) days after the Effective Date (the "Due Diligence Period").

2.3 Access. At any time after the Effective Date, upon at least twenty-four (24) hours advance notice from each respective Party, the Parties and their agents shall have unlimited access to the Properties and may enter upon the Properties to make architectural and engineering studies, soil and environmental tests and surveys and any other studies, audits, tests, investigations, or analyses required by the Parties in their sole discretion (including the taking of samples). Upon completion of the conduct of the activities described above, the Parties shall restore the Properties to substantially the

condition in which it existed prior to the conduct of such activities. The Parties shall reasonably cooperate with each of their respective and agents' inspection activities described above.

2.4 Acknowledgment. The Parties acknowledge that they will expend material sums of money in reliance on each other's obligations under this Agreement, in connection with negotiating and executing this Agreement, conducting the due diligence inspections contemplated by this Agreement and preparing for Closing, and that the Parties would not execute this Agreement without the availability of such due diligence inspections described herein. The Parties therefore agree that adequate consideration exists to support each of the Party's obligations under this Agreement, and the Parties each waive any and all rights to challenge the enforceability of this Agreement on the basis that any of the conditions or contingencies set forth herein are at the Parties' sole discretion or that any of the agreements contained herein are illusory.

ARTICLE III CLOSING

3.1 Closing Date. Except as otherwise set forth herein, the closing (the "Closing") of the simultaneous exchange of the Properties shall take place on or about 10:00 a.m., local time, on a date that is a Tuesday, Wednesday or Thursday selected by City that is within ten (10) days after the expiration of the Due Diligence Period (the "Closing Date"), at the Title Company's office by means of a remote closing, or at a mutually agreed location or locations and by means mutually agreed to by the parties. City shall have a one-time right to adjourn the Closing for a period of up to thirty (30) days from the Closing Date upon notice to Tanis, provided such notice is provided to Tanis on or before the Closing Date. Notwithstanding the foregoing, City may waive all remaining conditions precedent, and accelerate Closing by specifying a date for Closing, which date shall not be sooner than ten (10) days after the date of Tanis's receipt of such notice. The Parties mutually agree to dedicate sufficient time to accomplish the Closing on this date and said Closing Date shall be extended upon the mutual agreement of the parties.

3.2 Closing Documents. On or prior to the Closing Date, the Parties shall execute the following documents:

(a) City will execute and deliver to Tanis a Warranty Deed conveying Property One to Tanis subject only to the Permitted Exceptions (the "Property One Deed"), and Tanis will execute and deliver to City a Warranty Deed conveying Property Two to City subject only to the Permitted Exceptions (the "Property Two Deed"), and together with Property One Deed, the "Deeds";

(b) Both Parties will execute any real estate transfer forms that may be required by state law in order to record the Deeds;

(c) Both Parties will execute and deliver a closing statement setting forth the fair market value of the properties being transferred and any adjustments there to as provided for in this Agreement; City will execute and deliver to Tanis a Non-Foreign Person Affidavit confirming that City is not a foreign person subject to certain federal withholding requirements in the form attached as Exhibit D;

(d) Tanis will execute and deliver to City a Non-Foreign Person Affidavit confirming that Tanis is not a foreign person subject to certain federal withholding

requirements in the form attached as Exhibit D:

(e) The Parties shall execute and record an option agreement against Property One in a form substantially similar to Exhibit C obligating Tanis to construct commercial condominiums on Property One within five years of Closing and allowing the City to repurchase the Property if Tanis fails to do so.

(f) Both Parties will execute and deliver any other documents that are necessary to consummate the transaction contemplated by this Agreement, including such documents as are necessary to cause title to be conveyed to each Party in the form approved by the Parties pursuant to the terms of this Agreement.

3.3 Real Estate Taxes. City shall pay all real estate taxes for 2023 and prior years related to Property One. Real estate taxes levied for 2024 shall be prorated on a daily basis to the Closing Date based on the real estate taxes levied for the 2023 tax year, if available, and based on the real estate taxes levied for the 2022 tax year if the 2023 tax year levy for the year of the Closing is not available based on the square footage of Property One as compared to the square footage of the land value of the larger parcel of which it is part. The proration shall be calculated on the basis of the number days of the 2024 calendar year that have elapsed up to and including the Closing Date. Tanis shall pay all real estate taxes for 2023 and prior years for Property Two. Real estate taxes levied for 2024 shall be prorated on a daily basis to the Closing Date based on the real estate taxes levied for the 2023 tax year, if available, and based on the real estate taxes levied for the 2022 tax year if the 2023 tax year levy for the year of the Closing is not available based on the square footage of Property Two as compared to the square footage of the land value of the larger parcel of which it is a part. The proration shall be calculated on the basis of the number days of the 2024 calendar year that have elapsed up to and including the Closing Date.

3.4 Utilities. The Parties shall pay all utility charges at their respective Properties, if any, to the time of Closing.

3.5 Costs and Expenses. The Parties shall equally split the cost of providing title insurance (including a gap endorsement) and any recording fees related to satisfying any existing mortgages against Property One. The Parties shall also equally split the cost of providing title insurance (including a gap endorsement) any recording fees related to satisfying any existing mortgages against Property Two. The Parties will equally split the cost of the respective real estate transfer tax or similar fee, if any, required to transfer the Properties, the fees to record the Deed and any mortgage the Parties may grant, and any cost of the Title Company (as defined above) to act as the closing agent. Each Party will be solely responsible for paying its respective attorney's fees.

3.6 Special and Area Assessments. Tanis shall pay all special and area assessments for work actually commenced, completed or levied prior to the date of Closing on Property Two. All special and area assessments against Property Two that are payable in annual installments, including installments falling due after Closing, shall be charged to Tanis, and shall be paid at Closing. If any installment is not payable at Closing because bonded or for any other cause, the amount thereof, including interest to be paid thereon at due date, shall be charged to the account of Tanis and credited to City.

3.7 Corrections. If any errors or omissions are made regarding adjustments and

prorations, the parties shall make the appropriate corrections promptly upon the discovery thereof. If any estimations are made at the Closing regarding adjustments or prorations, the parties shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the party entitled to the adjustment. Notwithstanding anything to the contrary above, the right to adjustment in this Section 3.7 shall terminate twelve (12) months after the Closing, provided that if either party has delivered notice to the other of a valid adjustment prior to such twelve (12) month termination date, then such adjustment shall be made regardless of the expiration of such twelve (12) month period. The parties agree that the terms of this Section 3.7 shall survive the Closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF TANIS

In order to induce City to enter into this Agreement, Tanis makes the following representations and warranties set forth in this Article IV to City as of the Effective Date, each of which shall be deemed to be independently material with the intention that City shall rely upon the same and acknowledge that the same shall be true as of the Effective Date and shall survive the Closing of this transaction.

4.1 Organization; Authorization. Tanis is a limited liability company duly organized and validly existing under the laws of the State of Wisconsin. Tanis has all necessary power and authority to enter into and perform the transactions contemplated herein in accordance with the terms and conditions hereof. The execution and delivery of this Agreement, and the performance by Tanis of its obligations contained herein, have been duly authorized by all limited liability company actions.

4.2 Enforceability. This Agreement and all other agreements of Tanis contemplated hereby are, or upon the execution and delivery thereof will be, the valid and binding obligations of Tanis, enforceable against Tanis in accordance with their terms.

4.3 Good Title. Tanis has, and will have, as of the Closing Date, good and marketable title to Property Two. Property Two shall be, on the Closing Date, subject to no easements, security interests, defects of title, mortgages, pledges, leases, rights of way, liens or other encumbrances of any nature whatsoever excepting municipal and zoning ordinances approved by City and general taxes for the year of Closing, excepting those specific matters accepted as Permitted Exceptions.

ARTICLE V REPRESENTATIONS, WARRANTIES AND COVENANT OF CITY

In order to induce Tanis to enter into this Agreement, City makes the following representations, warranties and covenant set forth in this Article V to Tanis, each of which shall be deemed to be independently material with the intention that Tanis shall rely upon the same and acknowledge that the same shall be true on the Effective Date and shall survive the Closing of this transaction.

5.1 Organization; Authorization. City is a municipal corporation organized and validly existing under the laws of the State of Wisconsin. City has all necessary power and authority to enter into and perform the transactions contemplated herein in accordance with the terms and conditions hereof. The execution and delivery of this Agreement, and the performance by City of

its obligations contained herein, have been duly authorized by all limited liability company actions.

5.2 Enforceability. This Agreement and all other agreements of City contemplated hereby are or, upon the execution thereof, will be the valid and binding obligations of City enforceable against City in accordance with their terms.

5.3 Good Title. City has, and will have, as of the Closing Date, good and marketable title to Property One. Property One shall be, on the Closing Date, subject to no easements, security interests, defects of title, mortgages, pledges, leases, rights of way, liens or other encumbrances of any nature whatsoever excepting municipal and zoning ordinances approved by City and general taxes for the year of Closing, excepting those specific matters accepted as Permitted Exceptions.

ARTICLE VI MISCELLANEOUS

6.1 Brokers. Tanis represents and warrants that Tanis has not retained the services of any real estate broker or agent in connection with the purchase and sale under this Agreement, and agrees to indemnify and hold the City harmless from and against any and all liability or damages, including costs and attorney's fees, resulting from any claim brought by any real estate broker or agent for any real estate commission or finder's fee due, or alleged to be due, as the result of the actions of such person.

6.2 City's Remedies. If Tanis fails to perform in accordance with the terms of this Agreement, and such failure continues for ten (10) days following City's written notice thereof to Tanis, City may, in addition to all remedies contained elsewhere in this Agreement, enforce specific performance of this Agreement to obtain a warranty deed to Property Two.

6.3 Tanis's Remedies. If City fails to perform in accordance with the terms of this Agreement, and such failure continues for ten (10) days following Tanis's written notice thereof to City, Tanis may, in addition to all remedies contained elsewhere in this Agreement, enforce specific performance of this Agreement to obtain a warranty deed to Property One.

6.4 Benefit and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assignees, and beneficiaries in interest. Except as set forth herein, neither of the Parties may assign this Agreement to any third party without written notice to the other party.

6.5 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin (regardless of such State's conflict of laws principles), and without reference to any rules of construction regarding the party responsible for the drafting hereof.

6.6 Expenses. Except as otherwise herein provided, all expenses incurred in connection with this Agreement or the transactions herein provided for shall be paid by the Party incurring such expenses and costs.

6.7 Notices. Any and all notices, demands, and communications provided for herein or made hereunder shall be given in writing and shall be deemed given to a party when sent by overnight courier, confirmed by receipt, and addressed to such party at the address designated

below for such party (or to such other address for such party as such party may have substituted by notice pursuant to this Section):

- (a) If to City: City Clerk
312 W. Whitewater Street
Whitewater, WI 53190
- (b) If to Tanis: Jonathan Tanis
Tanis Properties LLC
P.O. Box 538
Whitewater, WI 53190

6.8 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, including by electronic image (e.g., .pdf), emailed or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, provided that all such counterparts, in the aggregate, shall contain the signatures of all parties hereto. To the fullest extent permitted by law, this Agreement may be signed and transmitted electronically (such as by DocuSign or other digital signature) and each document signed electronically shall be treated as an original and shall have the same binding effect as an original signature on an original document.

6.9 Headings; Days. All section headings herein are inserted for convenience only and shall not modify or affect the construction or interpretation of any provision of this Agreement. Unless otherwise specified herein, references to days shall mean calendar days and any references to “business days” shall mean any days other than Saturday, Sunday or any days on which commercial banks in Wisconsin are obligated or permitted to close.

6.10 Amendment, Modification and Waiver. This Agreement may not be modified, amended or supplemented except by mutual written agreement of all the parties hereto. Any party may waive in writing any term or condition contained in this Agreement and intended to be for its benefit; provided, however, that no waiver by any party, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term or condition. Each amendment, modification, supplement or waiver shall be in writing signed by the party or the parties to be charged.

6.11 Entire Agreement. This Agreement represents the full and complete agreement of the parties with respect to the subject matter hereof and supersedes and replaces any prior understandings and agreements among the parties with respect to the subject matter hereof and no provision or document of any kind shall be included in or form a part of such agreement unless signed and delivered to the other party by the parties to be charged. Severability. A determination that any provision of this Agreement is unenforceable or invalid shall not affect the enforceability or validity of any other provision hereof and any determination that the application of any provision of this Agreement to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

6.12 Third-Party Beneficiaries. No third parties are intended to benefit from this Agreement, and no third-party beneficiary rights shall be implied from anything contained in this Agreement.

6.13 Time of the Essence. Time is of the essence with respect to all dates and deadlines contemplated by this Agreement.

6.14 Legal Representation. Each party hereto has been represented by legal counsel in connection with the negotiation of the transactions herein contemplated and the drafting and negotiation of this Agreement or has had the opportunity to have this Agreement reviewed by legal counsel and declined to do so. Accordingly, no provision of this Agreement shall be construed for or against or interpreted to the benefit or disadvantage of any party by reason of any party having or being deemed to have structured or drafted such provision.

6.15 Costs of Enforcement. If either of the Parties files suit to enforce the obligations of the other party under this Agreement, the prevailing party shall be entitled to recover the reasonable fees and expenses of its attorneys from the non-prevailing party.

6.16 Effective Date. The “Effective Date” of this Agreement, as used herein, shall be the calendar day when the last of the Parties sign this Agreement.

6.17 Condition Precedent. This Agreement is conditioned upon Tanis obtaining zoning approval from the City of Whitewater Planning and Architectural Review Commission for parking of outdoor vehicles and machinery on Property One. If Tanis does not obtain the necessary zoning approvals within 90 days of the date of the last signature of the Agreement, this Agreement shall be null and void and have no further effect.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CITY OF WHITEWATER

By 
Patrick Singer, Common Council President

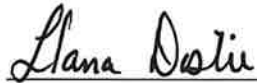
ATTEST:

By 
Heather Boehm, City Clerk

STATE OF WISCONSIN

COUNTY OF WALWORTH

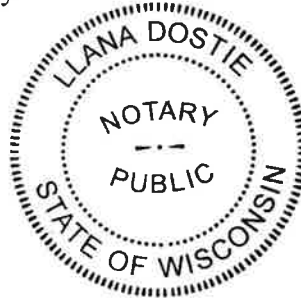
Personally came before me this 28 day of march, 2025, the above-named Patrick Singer, Common Council President of the City of Whitewater, Wisconsin, to me known to be the person and officer who executed the foregoing instrument and acknowledged that they executed the same as such officer by the City's authority.



Notary Public, State of Wisconsin

Print Name: Llana Dostie

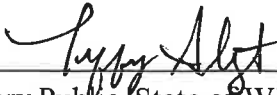
My Commission: January 9, 2028



STATE OF WISCONSIN

COUNTY OF WALWORTH

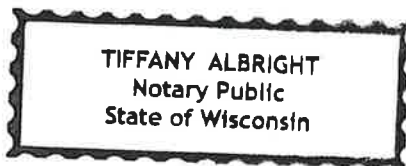
Personally came before me this 25 day of MARCH, 2025, the above-named Heather Boehm, City Clerk of the City of Whitewater, Wisconsin, to me known to be the person and officer who executed the foregoing instrument and acknowledged that they executed the same as such officers by the City's authority.



Notary Public, State of Wisconsin

Print Name: Tiffany Albright

My Commission: MARCH 14, 2028



TANIS PROPERTIES, LLC:

By

[Signature]
Jonathan Tanis, Member

[Signature]
Lori Tanis, Member

STATE OF WISCONSIN

COUNTY OF WALWORTH

Personally came before me this 18 day of December, 2024 the above named Jonathan Tanis and Lori Tanis, being all of the Members of Tanis Properties, LLC, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

[Signature]

Notary Public, State of Wisconsin

Print Name: Llana DostieMy Commission: January 9, 2028

EXHIBIT A**PROPERTY ONE LEGAL DESCRIPTION**

Lot 3, Certified Survey Map No. 4442, recorded in the office of the Register of Deeds for Walworth County, Wisconsin on October 5, 2012, in Volume 29 of Certified Survey Maps, Pages 30-33, as Document Number 848249, in the City of Whitewater, Walworth County, Wisconsin.

Parcel Number: /A444200003

EXHIBIT B**PROPERTY TWO LEGAL DESCRIPTION**

Lots 1, 2, 3 of William Birge's Addition to the Village now City of Whitewater, Walworth County, Wisconsin and also a strip of land two feet wide, of even width throughout, off from and across the entire East side of Lot 4 of William Birge's Addition to the Village now City of Whitewater, Walworth County, Wisconsin.

EXCEPTING THEREFROM land conveyed in Award of Compensation recorded on 12/11/1978 in Vol. 224 on Page 837 as Document No. 41872.

FURTHER EXCEPTING THEREFROM land conveyed in Warranty Deed recorded on 04/25/2014 as Document No. 883809.

Parcel Number: /BIRW 00001

EXHIBIT C
To Simultaneous Property Swap Agreement

OPTION TO PURCHASE AGREEMENT

This OPTION TO PURCHASE AGREEMENT (the “Option Agreement” or the “Option”) is entered into as of the last signature date below (“Effective Date”) by and between the City of Whitewater, a Wisconsin municipal corporation (“City”), the Community Development Authority of the City of Whitewater, a Wisconsin municipal corporation (“CDA”), and Tanis Properties, LLC, a Wisconsin limited liability company (“Tanis”). Tanis, the City, and the CDA are referred to collectively as the “Parties” and individually a “Party”.

RECITALS

- A. The parties have entered into an agreement to exchange properties (“Land Swap Agreement”).
- B. One of the properties involved in the Land Swap Agreement is the Property described in Exhibit A (“Property”) that was conveyed to Tanis.
- C. A condition of the Land Swap Agreement is that the Parties enter into this Option Agreement that would permit the City or CDA to repurchase the property conveyed to Tanis if Tanis does not commence construction of a commercial building within five years of executing the Land Swap Agreement.
- D. The Parties desire to enter into this Agreement governing the City and CDA’s ability to repurchase the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements and covenants contained in this Option Agreement and the Land Swap Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale of Real Estate.

a. Exercise of Option. Subject to the terms and conditions of this Option Agreement, upon the occurrence of a Triggering Event as defined in the following paragraph, the City or CDA may, but are not required to, exercise the Option to accept conveyance of the Property (the party exercising the Option shall be referred to as the “Option Executor”). To exercise this Option, the Option Executor must sign and deliver written notice to Tanis which states that the Option Executor exercises the Option (“Notice of Exercise of Option”).

b. Triggering Event. For purposes of this Agreement, “Triggering Event” means the following:

i. Tanis has not obtained a building permit to construct a commercial building on the Property and has not commenced construction of a commercial building on the Property within five years of executing the Land Swap Agreement. For purposes of this section, commencing construction means pouring a foundation for a commercial building.

Upon the occurrence of the Triggering Event, the Option Executor may, but is not required to, give Tanis written notice which states that the Option Executor exercises the Option as set forth in this Option Agreement. If both the CDA and City provide a Notice of Exercise of Option, the entity that sent notice earlier shall have first priority for exercising the Option.

c. Conveyance and Title. At the Closing (as defined below), Tanis shall convey by special warranty deed and the Option Executor shall accept good and marketable title to the Property, free and clear of all liens, claims, encumbrances and defects whatsoever in accordance with the terms of this Agreement, excepting and subject to any matters waived or accepted by the Option Executor in accordance with the terms of this Option Agreement, and any other matters expressly permitted pursuant to this Option Agreement, including any Permitted Exceptions, defined below.

2. **Purchase Price.** The monetary consideration ("Purchase Price") to be paid on the Closing Date for the Property shall be \$219,240.

3. **Examination of Title; Contingencies.**

a. Examination of Title. Within ten (10) days after the Option Executor giving Notice of Exercise of Option, Tanis shall obtain and provide for examination an ALTA commitment for title insurance for the Property ("Title Commitment") issued by a title company that is agreeable to the Option Executor and Tanis, and is licensed to write title insurance in Wisconsin ("Title Company"). Said Title Commitment shall commit the Title Company to insure title to the Property by an owners' standard form ALTA policy in the amount of the Purchase Price. The Option Executor shall have until five (5) business days prior to the expiration of the Due Diligence Period to deliver to Tanis written notice of any objections to the condition of title. If the Option Executor fails to deliver such notice five (5) business days prior to the expiration of the Due Diligence Period, then the Option Executor shall be deemed to have approved of the condition of title as shown by such commitment. Exceptions to title approved by the Option Executor hereunder shall be deemed to be Permitted Exceptions. If Tanis, through the exercise of commercially reasonable efforts, is unable to cure such objections to the condition of title prior to Closing, or cause the Title Company to commit to insure over such objections to the condition of title at the time of Closing to the satisfaction of the Option Executor, the Option Executor shall have the option, exercisable by written notice to Tanis on or before the Closing Date, either to: (i) terminate this Option Agreement, in which case this Agreement shall be null and void; or (ii) waive any uncured objections to the condition of title and perform pursuant

to the terms of this Option Agreement, notwithstanding any uncured objections to the condition of title.

If the Option Executor does not give timely notice to terminate this Option Agreement, then the uncured objections to the condition of title shall become Permitted Exceptions and the Option Executor shall be deemed to have waived its right to terminate this Option Agreement pursuant to this Section 3.a. Notwithstanding anything to the contrary set forth in this Option Agreement, Tanis shall have an absolute obligation to satisfy or discharge any mortgages, money judgments, or other liens disclosed in the commitment capable of discharge upon payment of an ascertainable amount. All costs of providing such title commitment (including the GAP endorsement), and of issuing the title policy pursuant to such commitment, shall be borne equally by the Parties and shall be paid at or before the Closing. After the effective date of this Option Agreement, Tanis shall not (without first obtaining the written consent of the Option Executor): (i) permit any additional liens or encumbrances to be recorded against the Property, (ii) enter into or modify any agreement with respect to the Property, or (iii) initiate or consent to the change in any zoning and/or any other governmental law, permit, license, ordinance or regulation applicable to the use, occupation or operation of the Property, unless approved by the Option Executor. The Option Executor shall have the right to order a gap endorsement at Tanis's expense. The Option Executor shall be responsible for the costs of any other endorsements requested by the Option Executor. Tanis agrees to execute any affidavit reasonably required by the title insurer to provide gap coverage and to remove any standard exceptions to title.

b. The Option Executor's Contingencies. The Option Executor's obligation to accept conveyance of the Property is contingent upon the satisfaction by the appropriate party or waiver by the Option Executor, in the exercise of the Option Executor's sole discretion, of the following contingencies within sixty (60) days of the Notice to Exercise Option ("Due Diligence Period"). If any of these contingencies are not satisfied or waived by the Option Executor on or before the expiration of the Due Diligence Period, the Option Executor shall have the option of terminating this Option Agreement or extending the Due Diligence Period by an additional sixty (60) day period ("Due Diligence Extension Period") by delivering written notice of termination or extension to Tanis on or before the expiration of the Due Diligence Period. If the Option Executor timely gives notice of termination, this Option Agreement shall be deemed terminated and of no further force and effect. In the event that the Option Executor does not elect to terminate this Option Agreement prior to the expiration of the Due Diligence Period, or Due Diligence Extension Period as may be applicable, any remaining unsatisfied contingencies shall be deemed satisfied and waived.

i. The Option Executor conducting, at the Option Executor's sole discretion and expense, a Phase I environmental assessment and/or a Phase II environmental assessment of the Property, which has results that are satisfactory to the Option Executor in the Option Executor's sole discretion. By entering into this Option Agreement, Tanis agrees to allow the Option Executor access to the

Property, including but not limited to the purpose of taking physical samples and testing of site materials to conduct these environmental assessments.

ii. The Property having no unacceptable liens or encumbrances as determined by the Option Executor.

4. **Closing.**

a. Closing Date. Except as otherwise set forth in this Option Agreement, the closing of the conveyance and acceptance of the Property ("**Closing Date**" or "**Closing**") shall take place on or about a date selected by the Option Executor that is on or before thirty (30) days after the expiration of the Due Diligence Period (or Due Diligence Extension Period, if applicable), at the office of the Title Company, or at a mutually agreed location and by means mutually agreed to by the Parties. The Closing Date may be amended by mutual agreement of the Parties.

b. Closing Documents. On or prior to the Closing Date, the Parties shall execute the following Documents:

i. Tanis will execute and deliver to the Option Executor a Special Warranty Deed conveying the Property to the Option Executor subject only to the Permitted Exceptions (the "**Deed**");

ii. Both Parties will execute any real estate transfer forms that may be required by state law in order to record the Deed;

iii. Both Parties will execute and deliver a closing statement setting forth the Purchase Price and any adjustments thereto as provided for in this Agreement;

iv. Tanis will execute and deliver standard closing affidavits including but not limited to a standard Seller's Affidavit with respect to known judgments, bankruptcies, tax liens, mechanics liens, parties in possession, unrecorded interests, encroachment or boundary line questions, and related matters, properly executed on behalf of Tanis, and a gap endorsement affidavit.

v. If applicable, Tanis will execute and deliver to the Option Executor a Non-Foreign Person Affidavit confirming that Tanis is not a foreign person subject to federal withholding requirements; and

vi. Both Parties will execute and deliver any other documents that are necessary to consummate the transaction contemplated by this Option Agreement, including such documents as are necessary to cause title to be conveyed to the Option Executor in the form approved by the Option Executor pursuant to the terms of this Agreement.

c. Property Taxes. Tanis shall pay all real estate taxes for all years prior to the year of the Closing Date. Real estate taxes assessed for the year of the Closing Date shall be prorated on a daily basis to the Closing Date based on the real estate taxes assessed on the Property for the year of the Closing Date, or if not available, for the year prior to the year of the Closing Date. The proration shall be calculated on the basis of the number days of the calendar year of the Closing Date that have elapsed up to and including the Closing Date.

d. Costs and Expenses. Tanis shall be responsible for paying the real estate transfer tax or similar fee, if any, required to transfer the Property and any recording fees related to satisfying any existing mortgages or other liens against the Property. The Option Executor will pay any fees to record the Deed, and any endorsements specifically requested by the Option Executor. The parties shall evenly share any cost of the Title Company to act as the closing agent. Each party will be solely responsible for paying its respective attorney's fees.

e. Special Assessments. Tanis shall pay all special and area assessments, if any, for work actually commenced, completed, or levied prior to the date of the Closing relating to the Property.

f. Possession. Tanis shall deliver occupancy and possession of the Property to the Option Executor on the Closing Date. At the time of the Option Executor's occupancy, the Property shall be free of debris and personal property, except for personal property required to remain with the property under the Land Swap Agreement or that is left with the Option Executor's consent.

~~g. Prior to closing Tanis shall remove any and all equipment, fixtures, and any other personal property that may be present on the Property, including any and all Hazardous Substances.~~

h. Tanis must warrant that there is no litigation, threat, investigation, or other proceeding challenging or affecting the legality of the transactions contemplated under this Option Agreement, or seeking any restraint, prohibition, or other relief in connection with the Property.

5. **Representations and Warranties of Tanis.**

In order to induce the Option Executor to enter into this Option Agreement, Tanis makes the following representations and warranties to the Option Executor, each of which shall be deemed to be independently material with the intention that the Option Executor shall rely upon the same and acknowledge that the same shall be true on the date of this Option Agreement and shall survive the Closing of this transaction.

a. Power and Authority. The person(s) signing this Option Agreement have all necessary power and authority to enter into and perform the transactions contemplated in this Option Agreement in accordance with the terms and conditions contained herein.

b. Enforceability. This Option Agreement and all other agreements contemplated by this Option Agreement are, or upon the execution and delivery thereof will be, the valid and binding obligations and enforceable.

c. Good Title. Tanis will have, as of the Closing Date, good and marketable title to the Property. The Property is, and shall be, on the Closing Date, subject to no easements, security interests, defects of title, mortgages, pledges, leases, rights of way, liens or other encumbrances of any nature whatsoever excepting municipal and zoning ordinances approved by the Option Executor, utility easements, and general taxes for the year of Closing, and excepting those specific matters accepted by the Option Executor as Permitted Exceptions.

d. Litigation; Orders. There are no legal actions, condemnation proceedings, suits or other legal administrative proceedings, pending, or to the best of Tanis's knowledge, threatened, against the Property, and there are no governmental agency or court orders requiring repairs, alterations or corrections of any existing conditions on the Property, except as may be specifically provided in the Land Swap Agreement.

e. Change of Representations and Warranties. Tanis shall, until the earlier of the termination of this Option Agreement or the Closing Date, promptly notify the Option Executor in writing if it acquires any knowledge which changes any representation or warranty set forth above or elsewhere in this Option Agreement. The notice shall describe in detail the nature of the change and the basis of the change. If there is a material adverse change in any of the foregoing representations prior to Closing, Tanis shall use all reasonable efforts to cure the material adverse change. The Option Executor will have the right to terminate this Option Agreement by giving written notice to Tanis if such material adverse change is not cured. If the Option Executor so terminates this Option Agreement, neither Party shall have further rights or obligations under this Option Agreement.

6. **Representations and Warranties of the City and CDA.**

In order to induce Tanis to enter into this Option Agreement, City and CDA make the following representations and warranties to Tanis, each of which shall be deemed to be independently material with the intention that Tanis shall rely upon the same and acknowledge that the same shall be true on the date hereof and shall survive the Closing of this transaction.

a. Organization; Authorization. The City and CDA are municipal corporations duly organized and validly existing under the laws of the State of Wisconsin. The City and CDA have all necessary power and authority to enter into and perform the transactions contemplated in this Option Agreement in accordance with the terms and conditions hereof. The execution and delivery of this Agreement, and the performance by the City and CDA of their obligations contained in this Option Agreement, have been duly authorized.

b. Enforceability. This Option Agreement and all other agreements of the City and CDA contemplated by this Option Agreement are or, upon the execution of this Option Agreement, will be the valid and binding obligations of the City and CDA enforceable against them in accordance with their terms.

7. **Miscellaneous.**

a. Brokers. Tanis represents and warrants that Tanis has not retained the services of any real estate broker or agent in connection with the purchase and sale under this Option Agreement, and each agrees to indemnify and hold the City and CDA harmless from and against any and all liability or damages, including costs and attorney's fees, resulting from any claim brought by any real estate broker or agent for any real estate commission or finder's fee due, or alleged to be due, as the result of the actions of such person.

b. Casualty Loss and Condemnation. Prior to the Closing Date, the risk of loss shall remain with Tanis. If, prior to the Closing Date, the Property or any part thereof shall be condemned, or destroyed or damaged, Tanis shall promptly so notify the City and CDA. If the Property or any part thereof shall be condemned or if the Property or any part thereof shall be damaged in a way that would prevent the City or CDA's use of the Property, and the repair thereof would cost in excess of Fifty Thousand Dollars (\$50,000.00) (as reasonably determined by the insurance adjuster designated by Tanis's insurance company), then, at the option of the City and CDA, this Option Agreement may be terminated, which option shall be exercisable, if at all, by written notice thereof to Tanis within ten (10) business days after the City and CDA receives written notice of such condemnation or damage and written notice of the insurance adjuster's determination of resulting damages. At the Option Executor's sole option, the Closing Date shall be extended to permit the foregoing periods to run. If the City and CDA elects to terminate this Option Agreement, this Option Agreement shall, without further action of the Parties, become null and void, and neither party shall have any rights or obligations under this Agreement, except those which expressly survive termination. In the event that neither the City or CDA does not exercise its option to terminate this Agreement set forth above, or if the casualty is below the Fifty Thousand Dollars (\$50,000.00) threshold described above, then the Closing shall proceed and the Option Executor shall be entitled to receive: (a) with respect to a condemnation, an assignment of all of Tanis's right, title, and interest in and to the condemnation proceeds to be awarded to Tanis as a result of such condemnation, or (b) with respect to a casualty, an amount equal to all insurance proceeds received by Tanis with respect to the damage to the Property caused by such casualty, plus a credit in the amount of Tanis's deductible relating thereto, less any and all reasonable sums expended by Tanis in connection with any repairs or replacements to the Property. In addition, in the event of the foregoing, the Option Executor and Tanis shall mutually execute and deliver at Closing an agreement and release in mutually reasonably satisfactory form whereby

Tanis agrees to cooperate with the Option Executor after Closing (at the Option Executor's sole cost) in connection therewith.

c. The City/CDA Remedies. If Tanis fails to perform in accordance with the terms of this Option Agreement, and such failure continues for ten (10) days following the City or CDA's written notice thereof to Tanis, the City or CDA may, in addition to all remedies contained elsewhere in this Option Agreement: (i) terminate this Option Agreement, without further liability; or (ii) enforce specific performance of this Option Agreement to obtain a deed to the Property; and/or (iii) demand damages incurred due to Tanis's default.

d. Tanis's Remedies. If the City or CDA fails to perform in accordance with the terms of this Option Agreement, and such failure continues for ten (10) days following Tanis's written notice thereof to the Option Executor, Tanis may, in addition to all remedies contained elsewhere in this Option Agreement: (i) terminate this Option Agreement without further liability on Tanis's part; or (ii) demand damages incurred due to the default.

e. Benefit and Assumption. This Option Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors, assignees, and beneficiaries in interest. Tanis shall have the right to assign this Option Agreement to a third party directly or indirectly controlled by Tanis upon receiving the written consent of the City and CDA, which written consent shall not be unreasonably withheld.

f. Governing Law. This Option Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin (regardless of such State's conflict of laws principles) and without reference to any rules of construction regarding the party responsible for the drafting hereof.

g. Expenses. Except as otherwise herein provided or in the Land Swap Agreement, all expenses incurred in connection with this Option Agreement or the transactions herein provided for shall be paid by the Party incurring such expenses and costs.

h. Notices. Any and all notices, demands, and communications provided for in, or made under this Option Agreement shall be given in writing and shall be deemed given to a Party at the earlier of: (i) when actually delivered to such Party, or (ii) when mailed to such Party by registered or certified U.S. Mail (return receipt requested) or sent by overnight courier, confirmed by receipt, and addressed to such Party at the address designated below for such Party (or to such other address for such Party as such party may have substituted by notice pursuant to this Section).

i.	If to the City:	City Clerk 312 W. Whitewater Street Whitewater, WI 53190
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ii. If to the CDA: Executive Director
Community Development Authority
312 W. Whitewater Street
Whitewater, WI 53190

iii. If to Tanis: Jonathan Tanis
Tanis Properties LLC
P.O. Box 538
Whitewater, WI 53190

i. Counterparts. This Option Agreement may be executed simultaneously in two or more counterparts, including by scanned image (e.g., .pdf) or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, provided that all such counterparts, in the aggregate, shall contain the signatures of all parties hereto.

j. Headings. All section headings herein are inserted for convenience only and shall not modify or affect the construction or interpretation of any provision of this Agreement.

k. Amendment, Modification and Waiver. This Option Agreement may not be modified, amended or supplemented except by mutual written agreement of all the Parties. Any Party may waive in writing any term or condition contained in this Option Agreement and intended to be for its benefit; provided, however, that no waiver by any Party, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term or condition, unless otherwise specified herein. Each amendment, modification, supplement or waiver shall be in writing signed by the Party or the Parties to be charged.

l. Entire Agreement. This Option Agreement and the Land Swap Agreement represent the full and complete agreement of the Parties with respect to the subject matter hereof and supersedes and replaces any prior understandings and agreements among the Parties with respect to the subject matter hereof and no provision or document of any kind shall be included in or form a part of such agreement unless signed and delivered to the other Party by the Parties to be charged.

m. Severability. A determination that any provision of this Option Agreement is unenforceable or invalid shall not affect the enforceability or validity of any other provision hereof and any determination that the application of any provision of this Option Agreement to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

n. Third-Party Beneficiaries. No third-party beneficiary rights shall be implied from anything contained in this Option Agreement.

o. Time of the Essence. Time is of the essence with respect to all dates and deadlines contemplated by this Option Agreement.

p. Legal Representation. Each Party hereto and its counsel has had an opportunity to review and suggest revisions to the language of this Option Agreement. Accordingly, no provision of this Option Agreement shall be construed for or against or interpreted to the benefit or disadvantage of any party by reason of any party having or being deemed to have structured or drafted such provision.

q. Recording. Following the Effective Date of this Option Agreement, the City or CDA, at their expense, shall cause this Option Agreement or a separate instrument evidencing this Option Agreement to be recorded with the Walworth County Register of Deeds Office and this Option Agreement shall be an encumbrance on the Property until this Option Agreement is exercised or terminated.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have duly executed this Option Agreement, as of their own free will and act and deed, on the dates indicated below.

CITY OF WHITEWATER

By _____
Patrick Singer, Common Council President

ATTEST:

By _____
Heather Boehm, City Clerk

STATE OF WISCONSIN

COUNTY OF WALWORTH

Personally came before me this ____ day of _____, 202__, the above named Heather Boehm, City Clerk, of the City of Whitewater, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me This
____ day of _____, 202__.

Notary Public, State of Wisconsin

Print Name: _____

My Commission Expires: _____

STATE OF WISCONSIN

COUNTY OF WALWORTH

Personally came before me this ____ day of _____, 202__, the above named Patrick Singer, Common Council President of the City of Whitewater, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me
This ____ day of _____, 202__.

Notary Public, State of Wisconsin

Print Name: _____

My Commission Expires: _____

**COMMUNITY DEVELOPMENT AUTHORITY
OF THE CITY OF WHITEWATER**

By _____
Taylor Zeinert, Executive Director

STATE OF WISCONSIN

COUNTY OF WALWORTH

Personally came before me this ____ day of _____, 202__ the above named Taylor Zeinert, Executive Director of the Community Development Authority of the City of Whitewater, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

Print Name: _____

My Commission expires: _____

TANIS PROPERTIES, LLC

By _____
Jonathan Tanis, Member

Lori Tanis, Member

STATE OF WISCONSIN

COUNTY OF WALWORTH

Personally came before me this ____ day of _____, 202__, the above named Jonathan Tanis and Lori Tanis, being all of the Members of Tanis Properties, LLC, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

Print Name: _____

My Commission Expires: _____

EXHIBIT A**To Option to Purchase Agreement****PROPERTY LEGAL DESCRIPTION**

Lot 3, Certified Survey Map No. 4442, recorded in the office of the Register of Deeds for Walworth County, Wisconsin on October 5, 2012, in Volume 29 of Certified Survey Maps, Pages 30-33, as Document Number 848249, in the City of Whitewater, Walworth County, Wisconsin.

(Parcel Number: /A444200003)

EXHIBIT D**To Simultaneous Property Swap Agreement****CERTIFICATE OF NON-FOREIGN STATUS BY TRANSFEROR**

1. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person.
2. In order to inform each transferee that withholding of tax is not required upon disposition of a U.S. real property interest by Tanis Properties, LLC (hereinafter referred to as the "Transferor"), the undersigned hereby certifies, and declares by means of this certificate, the following on behalf of the Transferor:
 - A. The Transferor is not a foreign non-resident alien for purposes of United States income taxation.
 - B. The Transferor's Federal Employer Identification Number is 45-1806766
 - C. The Transferor's address is W7398 Bluff Road, Whitewater, WI 53190.
3. The Transferor understands that this certificate may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained in this certificate may be punished by fine, imprisonment (or both).
4. The Transferor understands that each transferee is relying on this certificate in determining whether withholding is required, and each transferee may face liability if any statement in this certificate is false.
5. The Transferor hereby indemnifies each transferee, and agrees to hold each transferee harmless, from any liability or cost which such transferee may incur as a result of: (i) the Transferor's failure to pay any U.S. Federal income tax which the Transferor is required to pay under applicable U.S. law, or (ii) any false or misleading statement contained herein.

Under penalties of perjury, Transferor declares that Transferor has examined this certificate and to the best of his or her knowledge and belief it is true, correct and complete. If the Transferor is an entity, the undersigned further declares that he or she has authority to sign this document on behalf of the Transferor.

EXECUTED as of _____, 202__.

TANIS PROPERTIES, LLC

By: _____
Jonathan Tanis, Member

Lori Tanis, Member

Exhibit C

OPTION TO PURCHASE AGREEMENT

This OPTION TO PURCHASE AGREEMENT (the “Option Agreement” or the “Option”) is entered into as of the last signature date below (“Effective Date”) by and between the City of Whitewater, a Wisconsin municipal corporation (“City”), the Community Development Authority of the City of Whitewater, a Wisconsin municipal corporation (“CDA”), Faith Tanis Properties, LLC, a Wisconsin limited liability company (“Faith Tanis”). Faith Tanis, the City, and the CDA are referred to collectively as the “Parties” and individually a “Party”.

RECITALS

- A. The parties have entered into an agreement to exchange properties (“Land Swap Agreement”).
- B. One of the properties involved in the Land Swap Agreement is the Property described in Exhibit A (“Property”) that was conveyed to Faith Tanis.
- C. A condition of the Land Swap Agreement is that the Parties enter into this Option Agreement that would permit the City or CDA to repurchase the property conveyed to Faith Tanis if Faith Tanis does not commence construction of a commercial building within five years of executing the Land Swap Agreement.
- D. The Parties desire to enter into this Agreement governing the City and CDA’s ability to repurchase the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements and covenants contained in this Option Agreement and the Land Swap Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Purchase and Sale of Real Estate.**

a. Exercise of Option. Subject to the terms and conditions of this Option Agreement, upon the occurrence of a Triggering Event as defined in the following paragraph, the City or CDA may, but are not required to, exercise the Option to accept conveyance of the Property (the party exercising the Option shall be referred to as the “Option Executor”). To exercise this Option, the Option Executor must sign and deliver written notice to Faith Tanis which states that the Option Executor exercises the Option (“Notice of Exercise of Option”).

b. Triggering Event. For purposes of this Agreement, “Triggering Event” means either of the following:

i. Faith Tanis has not obtained a building permit to construct a commercial building on the Property and has not commenced construction of a commercial building on the Property within five years of executing the Land Swap Agreement. For purposes of this section, commencing construction means pouring a foundation for a commercial building; or

ii. Faith Tanis has not, within two years of obtaining a building permit for the commercial building on the Property, completed construction and obtained an occupancy permit for the building.

Upon the occurrence of the Triggering Event, the Option Executor may, but is not required to, give Faith Tanis written notice which states that the Option Executor exercises the Option as set forth in this Option Agreement. If both the CDA and City provide a Notice of Exercise of Option, the entity that sent notice earlier shall have first priority for exercising the Option.

c. **Conveyance and Title.** At the Closing (as defined below), Faith Tanis shall convey by special warranty deed and the Option Executor shall accept good and marketable title to the Property, free and clear of all liens, claims, encumbrances and defects whatsoever in accordance with the terms of this Agreement, excepting and subject to any matters waived or accepted by the Option Executor in accordance with the terms of this Option Agreement, and any other matters expressly permitted pursuant to this Option Agreement, including any Permitted Exceptions, defined below.

2. **Purchase Price.** The monetary consideration (“Purchase Price”) to be paid on the Closing Date for the Property shall be \$219,240.

3. **Examination of Title; Contingencies.**

a. **Examination of Title.** Within ten (10) days after the Option Executor giving Notice of Exercise of Option, Faith Tanis shall obtain and provide for examination an ALTA commitment for title insurance for the Property (“Title Commitment”) issued by a title company that is agreeable to the Option Executor and Faith Tanis, and is licensed to write title insurance in Wisconsin (“Title Company”). Said Title Commitment shall commit the Title Company to insure title to the Property by an owners’ standard form ALTA policy in the amount of the Purchase Price. The Option Executor shall have until five (5) business days prior to the expiration of the Due Diligence Period to deliver to Faith Tanis written notice of any objections to the condition of title. If the Option Executor fails to deliver such notice five (5) business days prior to the expiration of the Due Diligence Period, then the Option Executor shall be deemed to have approved of the condition of title as shown by such commitment. Exceptions to title approved by the Option Executor hereunder shall be deemed to be Permitted Exceptions. If Faith Tanis, through the exercise of commercially reasonable efforts, is unable to cure such objections to the condition of title prior to Closing, or cause the Title Company to commit to insure over such objections

to the condition of title at the time of Closing to the satisfaction of the Option Executor, the Option Executor shall have the option, exercisable by written notice to Faith Tanis on or before the Closing Date, either to: (i) terminate this Option Agreement, in which case this Agreement shall be null and void; or (ii) waive any uncured objections to the condition of title and perform pursuant to the terms of this Option Agreement, notwithstanding any uncured objections to the condition of title.

If the Option Executor does not give timely notice to terminate this Option Agreement, then the uncured objections to the condition of title shall become Permitted Exceptions and the Option Executor shall be deemed to have waived its right to terminate this Option Agreement pursuant to this Section 3.a. Notwithstanding anything to the contrary set forth in this Option Agreement, Faith Tanis shall have an absolute obligation to satisfy or discharge any mortgages, money judgments, or other liens disclosed in the commitment capable of discharge upon payment of an ascertainable amount. All costs of providing such title commitment (including the GAP endorsement), and of issuing the title policy pursuant to such commitment, shall be borne equally by the Parties and shall be paid at or before the Closing. After the effective date of this Option Agreement, Faith Tanis shall not (without first obtaining the written consent of the Option Executor): (i) permit any additional liens or encumbrances to be recorded against the Property, (ii) enter into or modify any agreement with respect to the Property, or (iii) initiate or consent to the change in any zoning and/or any other governmental law, permit, license, ordinance or regulation applicable to the use, occupation or operation of the Property, unless approved by the Option Executor. The Option Executor shall have the right to order a gap endorsement at Faith Tanis's expense. The Option Executor shall be responsible for the costs of any other endorsements requested by the Option Executor. Faith Tanis agrees to execute any affidavit reasonably required by the title insurer to provide gap coverage and to remove any standard exceptions to title.

b. The Option Executor's Contingencies. The Option Executor's obligation to accept conveyance of the Property is contingent upon the satisfaction by the appropriate party or waiver by the Option Executor, in the exercise of the Option Executor's sole discretion, of the following contingencies within sixty (60) days of the Notice to Exercise Option ("Due Diligence Period"). If any of these contingencies are not satisfied or waived by the Option Executor on or before the expiration of the Due Diligence Period, the Option Executor shall have the option of terminating this Option Agreement or extending the Due Diligence Period by an additional sixty (60) day period ("Due Diligence Extension Period") by delivering written notice of termination or extension to Faith Tanis on or before the expiration of the Due Diligence Period. If the Option Executor timely gives notice of termination, this Option Agreement shall be deemed terminated and of no further force and effect. In the event that the Option Executor does not elect to terminate this Option Agreement prior to the expiration of the Due Diligence Period, or Due Diligence Extension Period as may be applicable, any remaining unsatisfied contingencies shall be deemed satisfied and waived.

i. The Option Executor conducting, at the Option Executor's sole discretion and expense, a Phase I environmental assessment and/or a Phase II

environmental assessment of the Property, which has results that are satisfactory to the Option Executor in the Option Executor's sole discretion. By entering into this Option Agreement, Faith Tanis agrees to allow the Option Executor access to the Property, including but not limited to the purpose of taking physical samples and testing of site materials to conduct these environmental assessments.

ii. The Property having no unacceptable liens or encumbrances as determined by the Option Executor.

4. **Closing.**

a. Closing Date. Except as otherwise set forth in this Option Agreement, the closing of the conveyance and acceptance of the Property ("**Closing Date**" or "**Closing**") shall take place on or about a date selected by the Option Executor that is on or before thirty (30) days after the expiration of the Due Diligence Period (or Due Diligence Extension Period, if applicable), at the office of the Title Company, or at a mutually agreed location and by means mutually agreed to by the Parties. The Closing Date may be amended by mutual agreement of the Parties.

b. Closing Documents. On or prior to the Closing Date, the Parties shall execute the following Documents:

i. Faith Tanis will execute and deliver to the Option Executor a Special Warranty Deed conveying the Property to the Option Executor subject only to the Permitted Exceptions (the "**Deed**");

ii. Both Parties will execute any real estate transfer forms that may be required by state law in order to record the Deed;

iii. Both Parties will execute and deliver a closing statement setting forth the Purchase Price and any adjustments thereto as provided for in this Agreement;

iv. Faith Tanis will execute and deliver standard closing affidavits including but not limited to a standard Seller's Affidavit with respect to known judgments, bankruptcies, tax liens, mechanics liens, parties in possession, unrecorded interests, encroachment or boundary line questions, and related matters, properly executed on behalf of Faith Tanis, and a gap endorsement affidavit.

v. If applicable, Faith Tanis will execute and deliver to the Option Executor a Non-Foreign Person Affidavit confirming that Faith Tanis is not a foreign person subject to federal withholding requirements; and

vi. Both Parties will execute and deliver any other documents that are necessary to consummate the transaction contemplated by this Option Agreement,

including such documents as are necessary to cause title to be conveyed to the Option Executor in the form approved by the Option Executor pursuant to the terms of this Agreement.

c. Property Taxes. Faith Tanis shall pay all real estate taxes for all years prior to the year of the Closing Date. Real estate taxes assessed for the year of the Closing Date shall be prorated on a daily basis to the Closing Date based on the real estate taxes assessed on the Property for the year of the Closing Date, or if not available, for the year prior to the year of the Closing Date. The proration shall be calculated on the basis of the number days of the calendar year of the Closing Date that have elapsed up to and including the Closing Date.

d. Costs and Expenses. Faith Tanis shall be responsible for paying the real estate transfer tax or similar fee, if any, required to transfer the Property and any recording fees related to satisfying any existing mortgages or other liens against the Property. The Option Executor will pay any fees to record the Deed, and any endorsements specifically requested by the Option Executor. The parties shall evenly share any cost of the Title Company to act as the closing agent. Each party will be solely responsible for paying its respective attorney's fees.

e. Special Assessments. Faith Tanis shall pay all special and area assessments, if any, for work actually commenced, completed, or levied prior to the date of the Closing relating to the Property.

f. Possession. Faith Tanis shall deliver occupancy and possession of the Property to the Option Executor on the Closing Date. At the time of the Option Executor's occupancy, the Property shall be free of debris and personal property, except for personal property required to remain with the property under the Land Swap Agreement or that is left with the Option Executor's consent.

g. Prior to closing Faith Tanis shall remove any and all equipment, fixtures, and any other personal property that may be present on the Property, including any and all Hazardous Substances.

h. Faith Tanis must warrant that there is no litigation, threat, investigation, or other proceeding challenging or affecting the legality of the transactions contemplated under this Option Agreement, or seeking any restraint, prohibition, or other relief in connection with the Property.

5. **Representations and Warranties of Faith Tanis.**

In order to induce the Option Executor to enter into this Option Agreement, Faith Tanis makes the following representations and warranties to the Option Executor, each of which shall be deemed to be independently material with the intention that the Option Executor shall rely

upon the same and acknowledge that the same shall be true on the date of this Option Agreement and shall survive the Closing of this transaction.

a. Power and Authority. The person(s) signing this Option Agreement have all necessary power and authority to enter into and perform the transactions contemplated in this Option Agreement in accordance with the terms and conditions contained herein.

b. Enforceability. This Option Agreement and all other agreements contemplated by this Option Agreement are, or upon the execution and delivery thereof will be, the valid and binding obligations and enforceable.

c. Good Title. Faith Tanis will have, as of the Closing Date, good and marketable title to the Property. The Property is, and shall be, on the Closing Date, subject to no easements, security interests, defects of title, mortgages, pledges, leases, rights of way, liens or other encumbrances of any nature whatsoever excepting municipal and zoning ordinances approved by the Option Executor, utility easements, and general taxes for the year of Closing, and excepting those specific matters accepted by the Option Executor as Permitted Exceptions.

d. Litigation; Orders. There are no legal actions, condemnation proceedings, suits or other legal administrative proceedings, pending, or to the best of Faith Tanis's knowledge, threatened, against the Property, and there are no governmental agency or court orders requiring repairs, alterations or corrections of any existing conditions on the Property, except as may be specifically provided in the Land Swap Agreement.

e. Change of Representations and Warranties. Faith Tanis shall, until the earlier of the termination of this Option Agreement or the Closing Date, promptly notify the Option Executor in writing if it acquires any knowledge which changes any representation or warranty set forth above or elsewhere in this Option Agreement. The notice shall describe in detail the nature of the change and the basis of the change. If there is a material adverse change in any of the foregoing representations prior to Closing, Faith Tanis shall use all reasonable efforts to cure the material adverse change. The Option Executor will have the right to terminate this Option Agreement by giving written notice to Faith Tanis if such material adverse change is not cured. If the Option Executor so terminates this Option Agreement, neither Party shall have further rights or obligations under this Option Agreement.

6. **Representations and Warranties of the City and CDA.**

In order to induce Faith Tanis to enter into this Option Agreement, City and CDA make the following representations and warranties to Faith Tanis, each of which shall be deemed to be independently material with the intention that Faith Tanis shall rely upon the same and acknowledge that the same shall be true on the date hereof and shall survive the Closing of this transaction.

a. Organization; Authorization. The City and CDA are municipal corporations duly organized and validly existing under the laws of the State of Wisconsin. The City and CDA have all necessary power and authority to enter into and perform the transactions contemplated in this Option Agreement in accordance with the terms and conditions hereof. The execution and delivery of this Agreement, and the performance by the City and CDA of their obligations contained in this Option Agreement, have been duly authorized.

b. Enforceability. This Option Agreement and all other agreements of the City and CDA contemplated by this Option Agreement are or, upon the execution of this Option Agreement, will be the valid and binding obligations of the City and CDA enforceable against them in accordance with their terms.

7. **Miscellaneous.**

a. Brokers. The parties represent and warrant that they have not retained the services of any real estate broker or agent in connection with the purchase and sale under this Option Agreement, and each agrees to indemnify and hold the other harmless from and against any and all liability or damages, including costs and attorney's fees, resulting from any claim brought by any real estate broker or agent for any real estate commission or finder's fee due, or alleged to be due, as the result of the actions of such person.

b. Casualty Loss and Condemnation. Prior to the Closing Date, the risk of loss shall remain with Faith Tanis. If, prior to the Closing Date, the Property or any part thereof shall be condemned, or destroyed or damaged, Faith Tanis shall promptly so notify the City and CDA. If the Property or any part thereof shall be condemned or if the Property or any part thereof shall be damaged in a way that would prevent the City or CDA's use of the Property, and the repair thereof would cost in excess of Fifty Thousand Dollars (\$50,000.00) (as reasonably determined by the insurance adjuster designated by Faith Tanis's insurance company), then, at the option of the City and CDA, this Option Agreement may be terminated, which option shall be exercisable, if at all, by written notice thereof to Faith Tanis within ten (10) business days after the City and CDA receives written notice of such condemnation or damage and written notice of the insurance adjuster's determination of resulting damages. At the Option Executor's sole option, the Closing Date shall be extended to permit the foregoing periods to run. If the City and CDA elects to terminate this Option Agreement, this Option Agreement shall, without further action of the Parties, become null and void, and neither party shall have any rights or obligations under this Agreement, except those which expressly survive termination. In the event that neither the City or CDA does not exercise its option to terminate this Agreement set forth above, or if the casualty is below the Fifty Thousand Dollars (\$50,000.00) threshold described above, then the Closing shall proceed and the Option Executor shall be entitled to receive: (a) with respect to a condemnation, an assignment of all of Faith Tanis's right, title, and interest in and to the condemnation proceeds to be awarded to Faith Tanis as a result of such condemnation, or (b) with respect to a casualty, an amount equal to all insurance proceeds received by Faith Tanis with respect to the damage to the Property

caused by such casualty, plus a credit in the amount of Faith Tanis's deductible relating thereto, less any and all reasonable sums expended by Faith Tanis in connection with any repairs or replacements to the Property. In addition, in the event of the foregoing, the Option Executor and Faith Tanis shall mutually execute and deliver at Closing an agreement and release in mutually reasonably satisfactory form whereby Faith Tanis agrees to cooperate with the Option Executor after Closing (at the Option Executor's sole cost) in connection therewith.

c. The City/CDA Remedies. If Faith Tanis fails to perform in accordance with the terms of this Option Agreement, and such failure continues for ten (10) days following the City or CDA's written notice thereof to Faith Tanis, the City or CDA may, in addition to all remedies contained elsewhere in this Option Agreement: (i) terminate this Option Agreement, without further liability; or (ii) enforce specific performance of this Option Agreement to obtain a deed to the Property; and/or (iii) demand damages incurred due to Faith Tanis's default.

d. Faith Tanis's Remedies. If the City or CDA fails to perform in accordance with the terms of this Option Agreement, and such failure continues for ten (10) days following Faith Tanis's written notice thereof to the Option Executor, Faith Tanis may, in addition to all remedies contained elsewhere in this Option Agreement: (i) terminate this Option Agreement without further liability on Faith Tanis's part; or (ii) demand damages incurred due to the default.

e. Benefit and Assumption. This Option Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors, assignees, and beneficiaries in interest. Faith Tanis shall have the right to assign this Option Agreement to a third party directly or indirectly controlled by Faith Tanis upon receiving the written consent of the City and CDA, which written consent shall not be unreasonably withheld.

f. Governing Law. This Option Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin (regardless of such State's conflict of laws principles) and without reference to any rules of construction regarding the party responsible for the drafting hereof.

g. Expenses. Except as otherwise herein provided or in the Land Swap Agreement, all expenses incurred in connection with this Option Agreement or the transactions herein provided for shall be paid by the Party incurring such expenses and costs.

h. Notices. Any and all notices, demands, and communications provided for in, or made under this Option Agreement shall be given in writing and shall be deemed given to a Party at the earlier of: (i) when actually delivered to such Party, or (ii) when mailed to such Party by registered or certified U.S. Mail (return receipt requested) or sent by overnight courier, confirmed by receipt, and addressed to such Party at the address designated below for such Party (or to such other address for such Party as such party may have substituted by notice pursuant to this Section).

- i. If to the City: City Clerk
312 W. Whitewater Street
Whitewater, WI 53190
- ii. If to the CDA: Executive Director
Community Development Authority
312 W. Whitewater Street
Whitewater, WI 53190
- iii. If to Faith Tanis: Jonathan Tanis
Faith Tanis Properties LLC
P.O. Box 538
Whitewater, WI 53190

i. Counterparts. This Option Agreement may be executed simultaneously in two or more counterparts, including by scanned image (e.g., .pdf) or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, provided that all such counterparts, in the aggregate, shall contain the signatures of all parties hereto.

j. Headings. All section headings herein are inserted for convenience only and shall not modify or affect the construction or interpretation of any provision of this Agreement.

k. Amendment, Modification and Waiver. This Option Agreement may not be modified, amended or supplemented except by mutual written agreement of all the Parties. Any Party may waive in writing any term or condition contained in this Option Agreement and intended to be for its benefit; provided, however, that no waiver by any Party, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term or condition, unless otherwise specified herein. Each amendment, modification, supplement or waiver shall be in writing signed by the Party or the Parties to be charged.

l. Entire Agreement. This Option Agreement and the Land Swap Agreement represent the full and complete agreement of the Parties with respect to the subject matter hereof and supersedes and replaces any prior understandings and agreements among the Parties with respect to the subject matter hereof and no provision or document of any kind shall be included in or form a part of such agreement unless signed and delivered to the other Party by the Parties to be charged.

m. Severability. A determination that any provision of this Option Agreement is unenforceable or invalid shall not affect the enforceability or validity of any other provision hereof and any determination that the application of any provision of this Option

Agreement to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

n. Third-Party Beneficiaries. No third-party beneficiary rights shall be implied from anything contained in this Option Agreement.

o. Time of the Essence. Time is of the essence with respect to all dates and deadlines contemplated by this Option Agreement.

p. Legal Representation. Each Party hereto and its counsel has had an opportunity to review and suggest revisions to the language of this Option Agreement. Accordingly, no provision of this Option Agreement shall be construed for or against or interpreted to the benefit or disadvantage of any party by reason of any party having or being deemed to have structured or drafted such provision.

q. Recording. Following the Effective Date of this Option Agreement, the City or CDA, at their expense, shall cause this Option Agreement or a separate instrument evidencing this Option Agreement to be recorded with the Walworth County Register of Deeds Office and this Option Agreement shall be an encumbrance on the Property until this Option Agreement is exercised or terminated.


[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have duly executed this Option Agreement, as of their own free will and act and deed, on the dates indicated below.

CITY OF WHITEWATER

By 
Patrick Singer, Council President

ATTEST:

By 
Tiffany Albright, Deputy City Clerk

STATE OF WISCONSIN

COUNTY OF WALWORTH

Personally came before me this 26 day of September, 2025 the above named Patrick Singer, Council President, and Tiffany Albright, Deputy City Clerk, of the City of Whitewater, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me

This 26 day of September, 2025



Notary Public, State of Wisconsin

Print Name: Llana Dostie

My Commission: January 9, 2028



**CITY OF WHITEWATER COMMUNITY
DEVELOPMENT AUTHORITY**

By 

STATE OF WISCONSIN

COUNTY OF WALWORTH

Personally came before me this 19 day of September, 2025 the above named Mason Becker, of the City of Whitewater Community Development Authority, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me

This 19 day of September, 2025



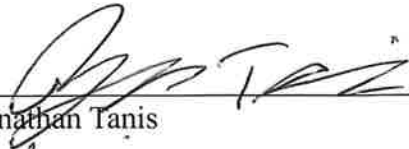
Notary Public, State of Wisconsin


Print Name: Llana Dostie

My Commission: January 9, 2028



FAITH TANIS PROPERTIES, LLC

By 
Jonathan Tanis

By 
Lori Tanis

STATE OF WISCONSIN

COUNTY OF WALWORTH

Personally came before me this 19th day of September, 2025 the
above named Jonathan Tanis, of Faith Tanis Properties, LLC, to me known to be the person who
executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me

This 19th day of September, 2025

Notary Public, State of Wisconsin

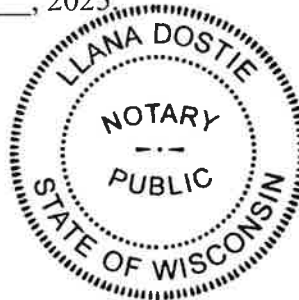
Print Name: Llana DostieMy Commission: January 9, 2028

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Lot 3, Certified Survey Map No. 4442, recorded in the office of the Register of Deeds for Walworth County, Wisconsin on October 5, 2012, in Volume 29 of Certified Survey Maps, Pages 30-33, as Document Number 848249, in the City of Whitewater, Walworth County, Wisconsin.
Parcel Number: A444200003



Plan and Architectural Review Commission Agenda Item

Meeting Date:	October 13, 2025
Agenda Item:	Update regarding Comprehensive Plan Update selection
Staff Contact (name, email, phone):	Mason Becker, mbecker@whitewater-wi.gov , 262.473.0148

BACKGROUND

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

Wisconsin Statute 66.1001 requires municipalities to adopt a Comprehensive Plan, updated no less than once every ten years. The City of Whitewater's original Comprehensive Plan was first adopted in 2010, and was updated in 2017. Since then, no further updates have occurred. Comprehensive Plans are mandated to cover nine areas of focus, and are a tool to be used to help guide long term planning and decision making. The current City of Whitewater Comprehensive Plan can be found at: <https://www.whitewater-wi.gov/462/Comprehensive-Plans-Studies>

Staff determined that an update of the Comprehensive Plan was necessary to implement, as it will need to be in place prior to conducting a planned update to the city's zoning code in 2027.

Staff issued a Request for Proposal (RFP) on August 1, 2025. Six responses were received, five from qualified firms. A review committee of three city staff members and one local resident were part of the review committee. Following review, scoring, and internal discussion, RDG Planning and Design was identified as the top selection. An in-person meeting was held with members of their team, and references were also contacted for feedback on their previous work with other Wisconsin communities. The review committee has recommended RDG Planning & Design be awarded the Comprehensive Plan Update project.

With Common Council approval, work on this critical project will begin in Q4 2025, and will continue throughout a majority of 2026.

On October 7, 2025, staff recommended to Common Council the awarding of the project to RDG Planning & Design, which was unanimously approved. Staff have begun working to finalize the contract with RDG so that initial work can begin.

PREVIOUS ACTIONS – COMMITTEE RECOMMENDATIONS

(Dates, committees, action taken)

The RFP review committee met on September 9, 2025 to review the submissions.

City staff met with representatives of RDG Planning & Design on September 16, 2025.

Common Council approved awarding RDG Planning & Design the Comprehensive Plan Update project on October 7, 2025.

FINANCIAL IMPACT

(If none, state N/A)

The total cost proposal is \$85,400.00. \$35,000 was budgeted for this project in 2025. The remainder will need to be allocated as part of the 2026 budget.

STAFF RECOMMENDATION

The PARC does not need to take any action right now. Future updates on progress of the Comprehensive Plan Update will come before the commission in the future.

Item 9.

ATTACHMENT(S) INCLUDED

(If none, state N/A)

- Comprehensive Plan Update RFP
- RDG Planning & Design submittal



Proposal to Provide

WHITEWATER COMPREHENSIVE PLAN UPDATE

August 29, 2025



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Betsy Swenson

City Administrator
312 W. Whitewater St.
Whitewater, WI 53190
262-473-0148
bswenson@whitewater-wi.gov

Dear Members of the Selection Committee:

RDG Planning & Design is pleased to submit this proposal to update the City of Whitewater's Comprehensive Plan. RDG is recognized as a regional leader in planning, urban design, transportation, and the growing fields that connect community culture and physical form. A rewarding aspect of our professional practice is helping Wisconsin communities - like Appleton, Neenah, Wauwatosa, Oshkosh, and more – who continue to collaborate with us over the years. Through our preparation of this proposal, we see several opportunities to explore that will comply with Wisconsin Statutes Section 66.1001 for comprehensive planning and Section 66.10013 for housing affordability. Based on our initial observations, these opportunities include:

Housing and Neighborhood Investment

Whitewater's housing situation is unique. The University is a great economic driver for the community but creates challenges in keeping housing affordable, especially for first time home buyers. This creates resistance by some in the community to new higher-density multi-family development. Competition for rental units by students is not new to RDG. We will develop a plan that balances the needs of renters while respecting neighborhood character. Our approach will:

- Develop neighborhood-specific strategies for housing rehabilitation, conservation, and infill development.
- Promote a context sensitive mix of owner- and renter-occupied housing.
- Foster inclusive neighborhoods for all residents, from seniors aging in place to young professionals, students, and families.

Qualifications: *RDG is a Midwest leader in housing planning, with over 100 studies completed and many in town-gown cities. This includes Wisconsin studies in La Crosse (UW-La Crosse, Western Tech) and Oshkosh (UW-Oshkosh), and others such as Maryville, MO (NW Missouri State), West Lafayette, IN (Purdue University), Bloomington, IN (Indiana University), and Emporia, KS (Emporia State University).*

Community Participation and a Shared Future

Whitewater's residents, businesses, and civic groups are deeply invested in the city's future. Our engagement process will build trust through a tailored and multi-lingual communications strategy, leveraging technology and in-person outreach to meet people where they are—whether at local businesses or community facilities. We understand the Whitewater is visionary, but also that residents are practical people, therefore, the work needs to be realistically visionary.

Qualifications: *RDG's decades of community engagement experience include innovative approaches that evolve with public preferences. Our Team becomes a recognizable, trusted presence, fostering lasting relationships beyond the planning process. This includes Spanish-speaking team members for the growing diversity in the community. We use services like Placer.ai to know where people visit and at what times so that we can meet them where they are.*

RE: Request for Proposals

**Whitewater Comprehensive
Plan Update**

August 29, 2025

Economic Diversity

The business park/tech park and its potential for expansion is important to support in planning policies for the future health of the community. But other commercial markets are changing and downtown districts are evolving. We evaluate underused land and sites, showing how they can be redeveloped or reused productively while reinforcing their context and history. We know how important downtown is to Whitewater. It is a place to create first impressions of the community. Using tools like Placer.ai, we will analyze visitor patterns to optimize policies to attract visitors to critical economic centers in Whitewater.

Qualifications: *RDG's experience in downtown planning, such as Wauwatosa and Neenah, informs our approach. We leverage technologies like Urban Footprint and Placer.ai to create market-driven test fits for business districts and housing redevelopment. Test fits are not isolated to business districts, housing redevelopment in older neighborhoods is critical as well. However, we also leverage our historic preservation experts at RDG to develop policies and design guidelines that respect historic contexts.*

Corridor Placemaking

Main Street is a prime east/west corridor opportunity for enhanced placemaking through branded wayfinding, decorative lighting, and streetscape improvements. We will respect previous efforts and look for policies and ideas to bring the aesthetic quality of corridors to the next level, while identifying sites that may be subject to change.

Qualifications: *RDG's placemaking and corridor planning expertise, seen in Oshkosh and Wauwatosa, translates community stories into design concepts within the streetscape and redevelopment sites.*

Environmental Assets

Just as the plan must be based on market reality, it must also recognize the environmental constraints and how natural resources assets and might change. Whitewater has historically put a significant emphasis on parks and sustainability. Flooding and stormwater management are just a few factors evolving with new climates that will influence Whitewater in the future.

Qualifications: *RDG has experts who have literally written the book on environmental topics (i.e., the State of Iowa Stormwater Management Manual). We use natural resource planning as a core element of land use plans in partnership with our park master planning work (examples are Norman, OK, Peosta, IA, and Dubuque County, IA).*

Implementation Focus

Our Team has little tolerance for plans that cannot be implemented, and we feel you agree. To that end, each plan is tailored to the target user, resulting in each of RDG's plans being custom and unique. We will use our collective public sector experience to create a plan that provides a path to reality by evaluating steps to ultimate outcomes (short- to long-term actions) and efforts that must be accomplished jointly.

Sincerely,



Charlie Cowell
Partner
ccowell@rdgusa.com
515.309.3265



RDG's Office in Madison, WI

01 COMPANY INFORMATION



About RDG

RDG Planning & Design is a nationally recognized, multidisciplinary firm offering professional services in architecture, landscape architecture, interior design, lighting design, strategic planning, urban and comprehensive planning and design, graphic design, engineering and integrated and public art.

Diverse in knowledge and experience, we are united in our pursuit to create meaning together with our clients and in our communities, and by our drive to live life responsibly and do it well. Decades of dedication to success have taken us around the world, and today, our commitment to communication and technology allows us to engage clients anywhere from our offices in Colorado, Iowa, Missouri, Nebraska and Wisconsin.

2024 BD+C

#38

TOP 100
A/E FIRMS



230+
Employees



700+
Design Awards



99 Licensed
Professionals



70% of Staff
are Stockholders

Create.

Creation is a result of every interaction with our clients and those they serve. Ultimately, we help create lasting relationships between people and the places they live and love.

Meaning.

We find meaning in relationships, and in people and the deep connections they have to their environments. When we find meaning, we achieve a deeper understanding of how to create the very best spaces to work, live, and play.

Together.

The most important member of our team is you. You know your needs better than anyone else, and you're the advocate for the effort because you'll love and care for your space long after we celebrate its completion.

Markets

College & University
Commercial
Community &
Regional Planning
Education
Healthcare
Health Science
Education
Hospitality
Multifamily
Parks & Open Space
Public Art
Public Safety
Restoration
Senior Living
Sports
Urban Design

Services

Architecture
Civil Engineering
& Water Resources
Experiential Design
FF&E Services
Interior Design
Landscape Architecture
Lighting Design
Sustainability
Urban Planning

Office Locations

Denver, CO
Des Moines, IA
Iowa City, IA
Madison, WI
Omaha, NE
St. Louis, MO

Company Information: Project Team

The Whitewater Comprehensive Plan Update comes at a good time for our team. We are transitioning out of several planning projects in the fall of 2025 as cities enter new budget years.



Charlie Cowell, Partner, AICP
Project Manager + Housing
Capacity: 50%; finishing up projects in Grand Chute, Marion (IA), and Plattsmouth (NE) in 2025.
Recent Related Experience: La Crosse Housing Study, Norman, OK Housing Strategy and Comp Plan, Grand Chute Housing Study (in progress)
Charlie will lead the day-to-day coordination of the project and production. He has been the project manager for many housing and district plans in Wisconsin and town gown communities such as Oshkosh, La Crosse, Neenah, Norman (OK) and currently Grand Chute.



Maya Struhar, AICP
Planner + Engagement
Capacity: 50%; finishing up projects in Grand Chute, Bellevue (NE), and Papillion (NE) in 2025.
Recent Related Experience: La Crosse Housing Study, Norman, OK Housing Strategy and Comp Plan, Grand Chute Housing Study (in progress)
Maya will manage the public engagement elements of the plans and provide planning support. She brings experience in floodplain management as well, as a former employee in the New Orleans planning department.



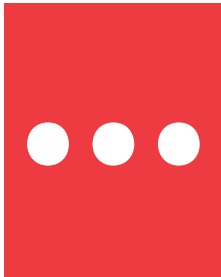
Cory Scott, Senior Partner, AICP
Land Use + Mobility + Districts
Capacity: 50%; finishing up projects in Muscatine (IA), Mulvane (KS), and Tulsa (OK) in 2025.
Recent Related Experience: La Crosse Downtown Plan, Appleton College Avenue Neighborhood Plan, Neenah Downtown Plan.
Cory will lead the design concepts for the land use plan and special districts. He has led numerous district and comprehensive plans that have received both state and national awards.



Megan Grochal
GIS Specialist/Data Analyst
Capacity: 50%
Recent Related Experience: Maryville (MO) Comp Plan, La Crosse Housing Study.
Megan plays a key role in collecting, analyzing, managing, and presenting spatial or geographic data. Her work combines elements of geography, data science, urban planning, and cartography.



Ryan Peterson, Senior Partner PLA, ASLA, LEED® AP
Madison Liaison + Environments and Urban Design
Capacity: 30%; finishing up a large project in Rapid City, SD in early 2026.
Recent Related Experience: La Crosse Downtown Plan, Grand Forks, ND Placemaking.
Ryan, based in Madison, has extensive experience working in Wisconsin, particularly in parks and environmental implementation. He will assist with natural resource components of the plan.



Other Team Members
RDG is a multi-disciplinary firm with many experts who will assist at various points of the project. These include experts in stormwater management, art, architecture, and infrastructure.



Charlie Cowell, AICP

Project Manager + Housing and Design Standards | Des Moines, IA

RDg...

Charlie has experience across many fields of urban planning and implementation, including historic preservation, code writing, and active transportation. As a former planner with the City of Sioux City, he worked one-on-one with developers on site plan proposals, downtown greenspace improvements, code reviews, and drafting recommendations. Charlie's experience translates into success in creating realistic and sustainable recommendations for communities of all sizes.

Education

University of Iowa,
Master of Urban and
Regional Planning

University of Northern
Iowa, Bachelor of
Economics

Registrations

American Institute of
Certified Planners

Affiliations & Awards

American Planning
Association, National
and Iowa Chapter -
Board Member

Adjunct Instructor in
Economics, Western
Iowa Tech Community
College

Land Use and Comprehensive Planning

- Marion 2045 - IA
- Norman Comprehensive Plan - OK
- Osceola Comprehensive Plan - IA
- Bettendorf Comprehensive Plan - IA
- Riverside Comprehensive Plan - MO
- PlanOskey - Oskaloosa, IA
- North Liberty Plan - IA
- Peosta Comprehensive Plan - IA
- Vision Derby 2040 - KS
- Ames 2040 Plan - IA
- Yankton Plan - SD
- St. Joseph Comprehensive Plan - MO

Housing Market Studies

- Oshkosh Housing Needs Assessment - WI
- Grand Chute Housing Study - WI (in progress)
- La Crosse Housing Study - WI
- Appleton Housing Study - WI
- Kansas Statewide Housing Study
- Johnson County Housing Study - KS

- Story County Housing Study - IA
- Indiana Uplands Regional Housing Study - IN
- Greater Lafayette READI Region Housing Study - IN
- West Lafayette Short-Term Rental Analysis - IN
- Ottumwa Housing Study - IA
- Columbus Housing Study - IN

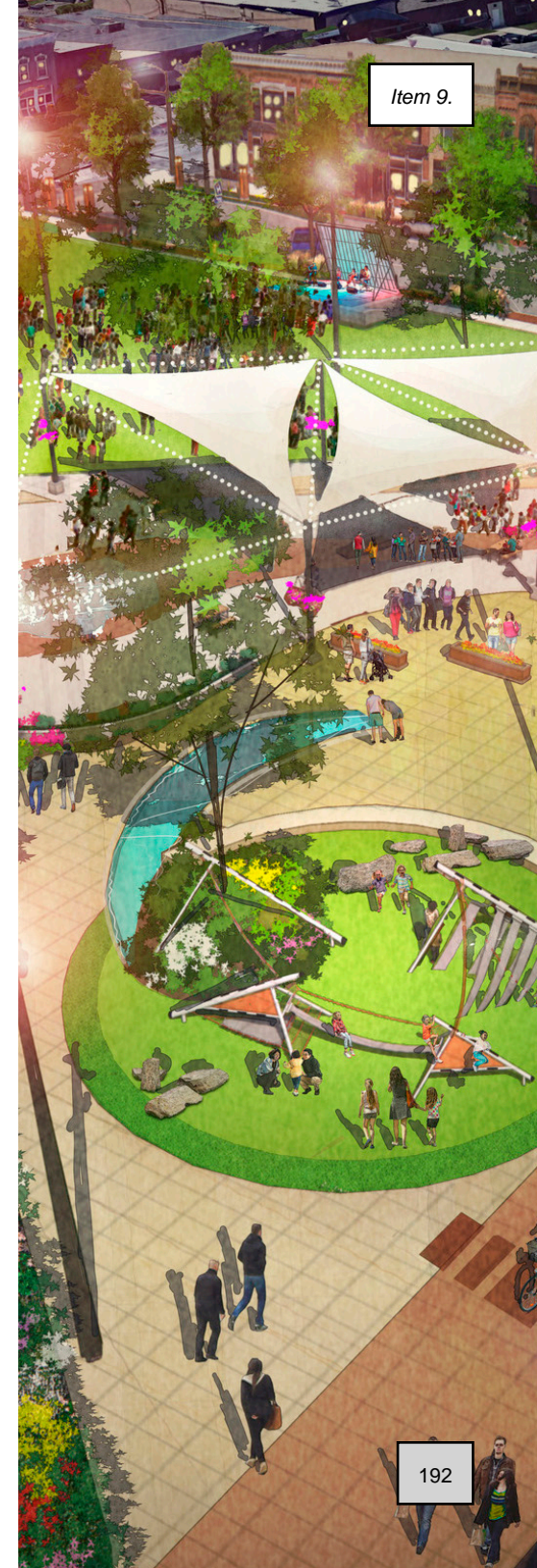
Development Ordinance and Guidelines

Charlie provides ordinance review on all planning projects and specializes in ordinance drafting and development.

- Oskaloosa Zoning Ordinance Rewrite - IA
- College + Metcalf Overlay District Standards - Overland Park, KS
- Grand Forks Downtown Form-based Code - ND
- Dyersville Zoning Ordinance Rewrite - IA
- Bettendorf Zoning Rewrite - IA
- Highway 141 Overlay Design Manual - Grimes, IA
- The Neighborhood at Indian Creek Design Standards - Marion, IA

Special District & Downtown Plans

- Neenah Next: Downtown Reimagined - WI
- Jackson Street Corridor Plan - Oshkosh, WI
- Derby Walkable Development Plan - KS
- La Crosse Imagine 2040 Downtown Plan - WI
- Academy Arts District Plan - Maize, KS
- Dyersville Downtown Plan - Dyersville, IA
- Corridor of Commerce Plan - Carroll, IA
- MidTown Tosa Plan - Wauwatosa, WI
- Waupaca Downtown Plan - WI
- College Avenue North Avenue Neighborhood - Appleton, WI
- West Lake Drive Corridor Plan - Detroit Lakes, MN
- Surf District - Clear Lake, IA



Item 9.



Cory Scott, AICP

Land Use + Mobility + Districts | Des Moines, IA

RDG...

Since joining RDG in 2000, Cory has been involved in all phases of project development, including conducting research and focus groups to producing graphics and publications. Cory has been published in numerous articles, cited in academic studies, and spoken at State and National APA conferences about market-based planning. His plans and passion for communities have resulted in millions of dollars of new investment - both public and private funds, and honored by numerous awards.

Education

University of Nebraska
Omaha, Master of
Science, Urban Studies

Iowa State University,
Bachelor of Science,
Community and Regional
Planning

Registrations

American Institute of
Certified Planners

National Charrette
Institute - Management
and Facilitation

Land Use, Neighborhood and Corridor Planning (selected)

- Ames 2040 Plan - IA
- Cedar Rapids Comprehensive Plan - IA
- EastTosa and Midtown Tosa Corridor Plan - Wauwatosa, WI
- Northwest Land Use & Transportation Plan - Fargo, ND
- Mt. Rushmore Corridor Master Plan - Rapid City, SD
- Twin Cities Main to Mississippi - Festus, MO
- Corridor Commerce Plan - Carroll, IA
- Highway 100 Corridor Study - Cedar Rapids, IA
- Bluff Street Plan - Council Bluffs, IA
- 6th Avenue Corridor Plan - Des Moines, IA
- Douglas Ave. Corridor Study - Des Moines, IA
- Ingersoll Avenue Improvement Study - Des Moines, IA
- The Avenue Urban Recreation Plan - Des Moines, IA
- Southside Revitalization Plan - Des Moines, IA
- Academy Arts District Plan - Maize, KS
- South Central Neighborhood Plan - Wichita, KS
- Transportation Connectivity Plan - Olathe, KS

Downtown Planning (selected)

- Alabama: Dothan
- Iowa: Belle Plaine, Burlington, Clear Lake, Council Bluffs, Dyersville, Marshalltown, Mason City
- Illinois: Mount Vernon
- Kansas: DeSoto, Fort Scott, Olathe
- Minnesota: Bemidji, Detroit Lakes, Park Rapids
- Missouri: Trenton, Milan
- Nebraska: Auburn, Beatrice, Columbus, Falls City, Gothenburg, Kearney, Laurel, Lexington, McCook, Nebraska City
- North Dakota: Grand Forks, Mandan, Williston
- South Dakota: Deadwood, Sturgis, Yankton
- Wisconsin: Appleton, Neenah, DePere, La Crosse, Waupaca, Wauwatosa
- Wyoming: Buffalo Gillette, Rawlins

Master Planning and Urban Design

- City Center Block Plan – Dothan, AL
- Marion Active Living Guidelines – Marion, IA
- South Omaha Plan – Omaha, NE
- Grays Station Plan – Des Moines, IA





Ryan Peterson, PLA, ASLA, LEED® AP

Madison Liaison + Environments and Urban Design | Madison, WI

RDg...

Ryan's passion is to elevate the vision and expectation of the places we create, impact, or develop through innovative design. His work recreates the landscapes in our cities, parks, trails, watersheds, and campuses. He regularly engages the public to build consensus while navigating the complex political pressures and regulatory requirements to create meaningful projects.

Education

Iowa State University,
Bachelor of Landscape
Architecture

Secondary Major of
Environmental Studies

Rome, International
Study Abroad, 2005

**University of Alaska
Southeast,** 2005

Registrations

IA, WI

Affiliations

- RDG Planning & Design Board of Directors
- Unity Point Hospital Board of Directors, Dubuque, 2019-2023
- Unity Point Hospital, Executive Committee of the Board, 2019-2023
- Polk County Soil and Water Conservation District, Assistant Commissioner (Des Moines, IA, 2010-2016)
- Catfish Creek Watershed Management Authority (Dubuque, IA, 2019-2022)

Parks and Greenways Master Plans

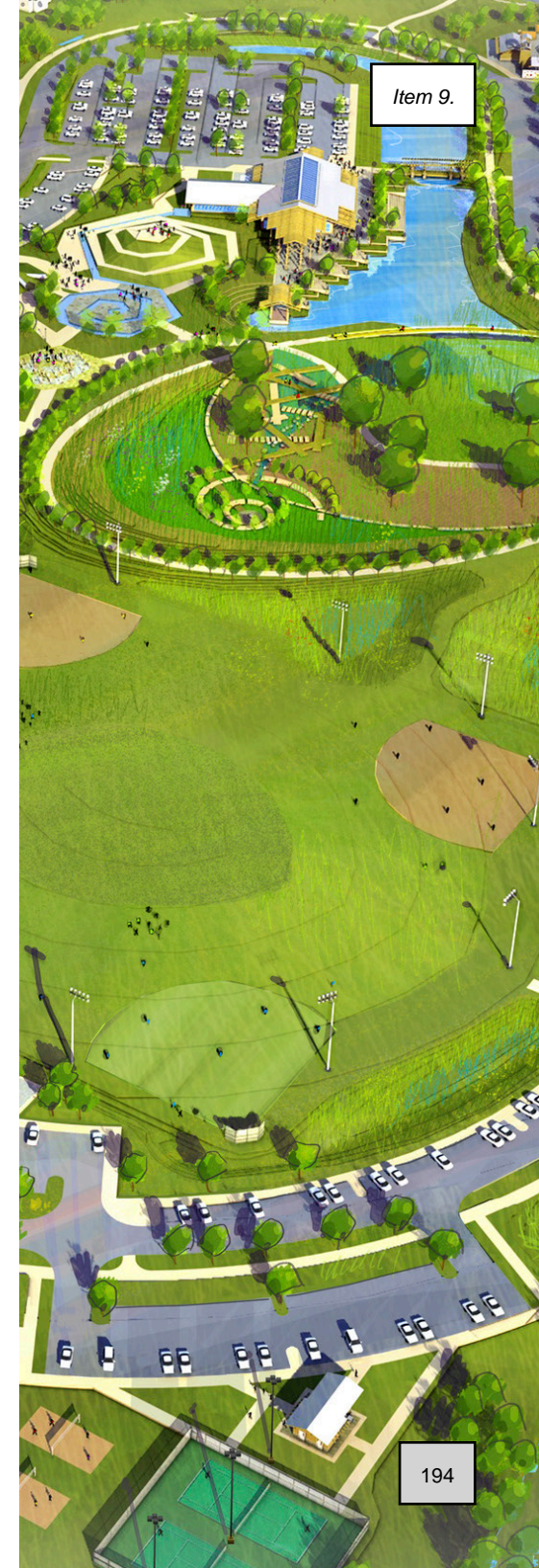
- Casper Area Parks and Recreation Master Plan - Casper, WY
- Comprehensive Parks, Trails & Open Spaces Plan - Dubuque County, IA
- Waupaca Riverfront Park Plan - Waupaca, WI
- Valley View Park - West Des Moines, IA
- City of Peosta Parks Master Plan - Peosta, IA
- City of Peosta Water's Edge Park - Peosta, IA
- Forest Grove Park Great Lawn - Bettendorf, IA
- City of Clive - Community Center and Lawn Redevelopment - Clive, IA
- Campbell Park Trail Bridge - Clive, IA
- Lower Cedar Valley Master Plan - The Nature Conservancy - Eastern Iowa
- Walnut Creek Watershed Master Plan - West Des Moines, IA
- Four Mile Creek Watershed Master Plan - Des Moines, IA
- Mud Camp Spring Watershed Master Plan - Polk County, IA
- Clive Greenbelt Master Plan - Clive, IA

Placemaking Plans and Projects

- Natrona County Park Signage - Casper, WY
- Western Technical College - La Crosse, WI
- Cowles Commons - Des Moines, IA
- Iowa Amphitheater at Schmitt Island - Dubuque, IA
- Capitol Avenue Streetscape - Springfield, IL
- Peace Plaza Renovations - Rochester, MN
- Marion Active Living Design Guidelines - IA

Corridor, District and Site Master Planning

- Chaplain Schmitt Island Development Plan - Dubuque, IA
- Field of Dreams Youth Sports Complex - Dyersville, IA
- Imagine 2040 Downtown Plan - La Crosse, WI
- Mt. Rushmore Road Corridor Plan - Rapid City, SD
- Riverfront Master Plan Design Guidelines - Davenport, IA
- University Avenue Streetscape - Grand Forks, ND
- Western Technical College - La Crosse, WI
- Waupaca Downtown Plan - Waupaca, WI
- Interstate 35 Corridor Bluebelt Action Plan - IA
- MercyOne Medical Center - Des Moines, IA
- Highway 6 Improvements - Coralville, IA
- Aldo Leopold Interpretative Center Feasibility and Study and Master Plan - Burlington, IA





Maya Struhar, AICP
Planner + Engagement | Des Moines, IA

An urban planner based out of RDG's Des Moines, Iowa office, Maya brings a focus on environmental planning, hazard mitigation and community resilience to her work for the firm's urban design market. She earned her master's degree in Urban and Regional Planning from the University of New Orleans and a Bachelor of Arts in Organizational Leadership from Cottey College. Her decision to pursue urban planning was fueled by her study abroad program in Liverpool, England, where she witnessed the resilience of communities in the face of natural disasters.

Education

University of New Orleans, Master of Urban and Regional Planning
Cottey College, Bachelor of Organizational Leadership

Norman Comprehensive Plan - OK

Yankton Comprehensive Plan SD

Mulvane Comprehensive Plan KS

Muscatine Comprehensive Plan IA

Marion Comprehensive Plan IA

Riverside Comprehensive Plan MO

Uptown Creston Revitalization Plan IA

College Hill Neighborhood Plan Wichita, KS

Grand Island Housing Study NE

La Crosse Housing Study WI

Columbus Housing Study NE

Salina Housing Assessment KS

Lafayette Regional Housing Study IN

Grand Island Housing Study NE

Milford Housing Study IA

Blue Springs Downtown Plan MO

O'Fallon Great Streets Plan IL



Megan Grochal
GIS Specialist + Data Analyst | Remote

Megan has been involved with master plans, transportation, land use, and corridor projects. Megan specializes in GIS, data management & analysis, and cartography. She supports clients to make data-driven decisions, helping planners, architects and developers.

Education

University of Nebraska, Bachelor of Science in Geography

Forward 50 Great Streets O'Fallon, IL

Loyola University Chicago Campus Master Plan Chicago, IL

Grinnell Comprehensive Plan IA

Merrillville Comprehensive Master Plan IN

Indiana Uplands Regional Housing Study Update Bloomington, IN

Bettendorf Comprehensive Plan Update IA

Riverside Comprehensive Plan MO

Schuyler Community Development Housing Study NE

Columbus Blight Study Update NE

North Iowa Corridor Plan Mason City, IA

Iowa River Corridor Destination Iowa Grant Support Iowa City, IA

Kansas Housing Resource Center Corporation - QAP Data Project Topeka, KS

Columbus Downtown Revitalization Plan NE

College Avenue North Neighborhood Plan Appleton, WI



Highway 71B Corridor Plan - Fayetteville, AR

Comprehensive Planning

Relevant Experience

Red: Community heavily influenced by a College/University

Wisconsin Planning

RDG opened their Madison office in 2024. Over the decades, RDG has completed numerous planning projects in Wisconsin, including:

- Beloit Market Study
- De Pere Downtown Plan and Neighborhood Design Guidelines
- Goodman Sports Complex in Madison
- Howard Comprehensive Plan
- **La Crosse Downtown Plan**
- **La Crosse Housing Study**
- Neenah Downtown Plan
- Neenah Arrowhead Park Master Plan
- Neenah South Commercial Street
- **Oshkosh Housing Study**
- **Oshkosh North Jackson Corridor Plan**
- Waupaca Downtown Plan
- Waupaca Wayfinding Plan
- Wauwatosa EastTosa Plan
- Wauwatosa Village Plan
- Wauwatosa Midtown Plan
- **Western Tech College Campus Plan**

Comprehensive Planning

- **IOWA.** Altoona, **Ames**, Ankeny, Atlantic, Bettendorf, Carlisle, Cass County, Cedar Rapids, Clear Lake, Denison, Dyersville, Fort Madison, Glenwood, Grimes, **Grinnell**, Kalona, LeMars, Manchester, Marion, Mason City, Mills County, Monticello, Mount Vernon, Nevada, North Liberty, **Oskaloosa**, Ottumwa, Pella, Peosta, Polk City, Riverside, Storm Lake
- **KANSAS.** Derby, Ellis County, Hays, Mulvane
- **MINNESOTA.** Detroit Lakes
- **MISSOURI.** Excelsior Springs, **Maryville**, Riverside, St. Joseph
- **NEBRASKA.** Atkinson, Beatrice,

Benedict, Bradshaw, Brownville, Chadron, Columbus, Cozad, Douglas County, Fremont, Gothenburg, Henderson, Johnson, **Kearney**, Keith County, La Vista, Madison County, Nemaha County, Norfolk, Ogallala, Papillion, Peru, Plattsmouth, Osmond, Stromsburg, Ralston, Ravenna, Red Cloud, Sargent, Sarpy County, Schuyler, **Seward**, Springfield, Waverly, Wayne

- **NORTH DAKOTA.** Dickinson, Jamestown, Fargo NW Area, Valley City
- **OKLAHOMA.** Guthrie, **Norman**, Oklahoma City, Shawnee
- **SOUTH DAKOTA.** **Brookings**, Huron, Yankton
- **TEXAS.** Kermit
- **WYOMING.** Gillette

Selected Awards:

- **2024 Ames Comprehensive Plan - IA**
- **2024 La Crosse Downtown Plan - WI**
- **2023 PlanOskey - IA**
- 2023 Des Moines Downtown Plan - IA
- 2022 Dothan City Center Block - AL
- 2022 Marion Uptown Plan - IA
- 2021 Douglas Avenue Plan - IA
- 2021 Peosta Comprehensive Plan - IA
- 2020 Des Moines Parks Plan - IA
- 2019 Davenport Multi-modal Plan - IA
- **2018 National APA for Daniel Burnham Award; planOKC**
- 2017 Clive Greenbelt Master Plan - IA
- 2015 Cedar Rapids Comp Plan - IA
- 2015 Omaha's Park Avenue Plan - NE
- 2014 Mason City Bicycle and Pedestrian Plan
- 2013 Tomorrow Plan - IA
- 2012 Federal Avenue Plaza Mason City
- 2011 Ankeny Iowa Comprehensive Plan

Wisconsin Project - Last Five Years Imagine 2040 and Housing Study

La Crosse, WI

Imagine 2040 identifies initiatives for the next 20 years in Downtown and its adjacent neighborhoods. The project launched during the Covid-19 pandemic, resulting in the public engagement process to be entirely re-imagined from centralized events to decentralized activities, mixing low-tech and high-tech techniques. The innovations have reached audiences that may not otherwise participate in a planning process and likely transform the approach to future planning processes.

Imagine 2040 was adopted in 2021.

The plan is balanced on five themes, including:

- A Connected City. Improving mobility options and pathways.
- Network of Strong Neighborhoods. Exploring new housing options.
- Destination for All People. Creating memorable experiences.
- Confluence of Nature. Celebrating the outdoors and sustainability.
- Market for Development. Attracting investment to the community.

RDG was retained after the downtown plan to prepare a Housing Study. The Mississippi River, steep slopes, and adjacent jurisdictions create a nearly landlocked situation for the city. With a growing need for employees, a strong student housing market, and several opportunities for infill development, RDG created a study that provide a path to meeting unit needs if the City wants to attract more workers, school enrollment, and stimulate movement in the housing market. The strategies for moving forward have a heavy focus on updating zoning codes with fourteen specific sections to update for housing growth and attainability.

The housing study was adopted in 2024.

Awards

Imagine 2040 - APA WI Award

Reference

Andrea Trane
Director of Planning, Development and
Assessment City of La Crosse
608.789.8321
tranea@cityoflacrosse.org

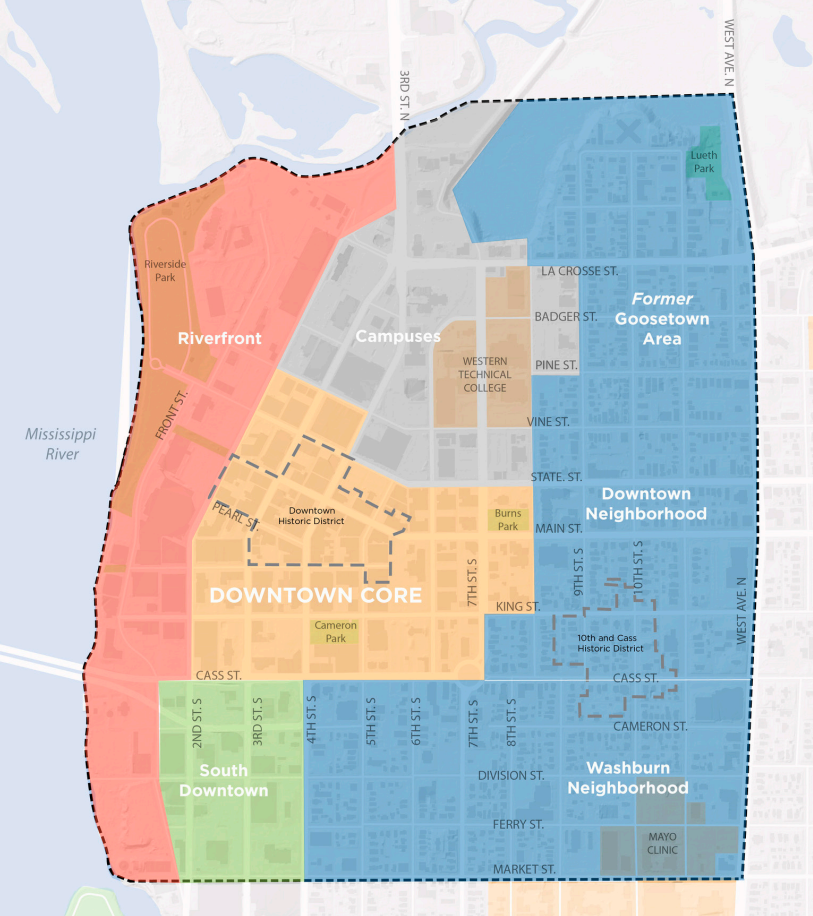
Key Staff - Imagine 2040

Cory Scott - Project Manager
Charlie Cowell - Housing
Ryan Peterson - Streetscaping

Key Staff - Housing Study

Charlie Cowell - Project Manager
Maya Struhar - Planning and Engagement
Megan Grochal - GIS and Mapping

<https://assets.rdgusa.com/pano/Imagine2040/>





Wisconsin Project - Last Five Years College North Neighborhood Plan & Housing Market Study

Appleton, WI

The College North Neighborhood Plan provides a framework for future development for the area north of College Avenue (serving as a hub connecting neighborhoods, downtown and Lawrence University) that facilitates greater connectivity between the City, adjacent neighborhoods, existing businesses, and not-for-profits while recognizing the influences between buildings, social settings, and the surrounding environment.

Additionally, this plan builds upon the vision and goals of the City's Comprehensive Plan, identified and responded to current conditions and issues, and provided a market analysis, redevelopment alternatives, implementation plans and strategies. Numerous projects have been built following the plan's completion, including a major update to the City's downtown public library.

The plan was adopted in 2023.



Reference

David Kress
Deputy Director of Planning
City of Appleton
920.832.6428
david.kress@appleton.org

Staff

Cory Scott - Project Manager
Charlie Cowell - Housing and Market Study
Megan Grochal - GIS and Mapping



Wisconsin Project - Last Five Years

Neenah Next: Downtown Reimagined

Neenah, WI

RDG
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Neenah (pop. 27,000) is located in the Fox Valley between Milwaukee and Green Bay and along the shores of the Fox River and Lake Winnebago. Downtown's current success of transiting from a manufacturing hub to a full-service office, retail and residential market is a case study of best practices in the country. That success is largely attributed to the collaboration and the success of a strong public-private partnership.

RDG, having previously worked on Neenah's South Commercial Street Corridor Plan, was retained to prepare the downtown plan, aptly named Neenah Next. The Plan creates a well-defined vision supported by scenarios for actionable implementation, oriented around four signature themes: Connectivity, Development, Waterfront, and Neighborhood. The approach of the planning process aligned ongoing initiatives and introduced transformation concepts to make Neenah an even stronger regional destination.

Spurred by strong public enthusiasm and philanthropic support, RDG also developed a more detailed study for Arrowhead Park—a former industrial site along the waterfront. The anticipated implementation of this project plays a pivotal role in elevating Neenah's regional identity. Ultimately, the plan is designed with enough flexibility to adapt as markets and community needs evolve.

The plan was adopted in 2024.

Reference

Brad Schmidt, City of Neenah
920.886.6125
bschmidt@neenahwi.gov

Staff

Cory Scott - Project Manager
Charlie Cowell - Housing and Market Study
Megan Grochal - GIS and Mapping



Wisconsin Project - Last Five Years Envisioning North Jackson & Housing Study

Oshkosh, WI

Envisioning North Jackson Street was a corridor land use plan as part of a larger Jackson Street Corridor Plan. This plan considers the future of the next segment of this important corridor, from Murdock to Interstate 41, and presents an environment very different from the historic neighborhood to the south.

The plan is designed to provide a realistic, market-based development program for North Jackson. Corridor Urbanism applied to the Jackson Street study area between Murdock and I-41 ultimately incorporates appropriately mixed land uses, connectivity, street quality, density, and civic life articulated in New Urbanism and the concept of understanding and planning/building within a community context and economy.

The plan was adopted in 2020.

A Place in Oshkosh, a housing assessment and strategy plan, examined all aspects of the community's housing needs and market dynamics, but provided a special focus on priority issues. These included development of affordable housing, introduction of new housing types, evaluation of neighborhood-based strategies, and determination of demand and feasibility of high-end housing proposals. The process started with extensive community engagement that included a community survey and in-depth consultation with such stakeholders as developers and builders, economic development professionals, and neighborhood associations. It also included a comprehensive field investigation of each part of the city to understand facts on the ground, development patterns, and individual neighborhood conditions. The study concluded with a detailed housing framework, identifying policies paired with delivering products for a range of specific price points.

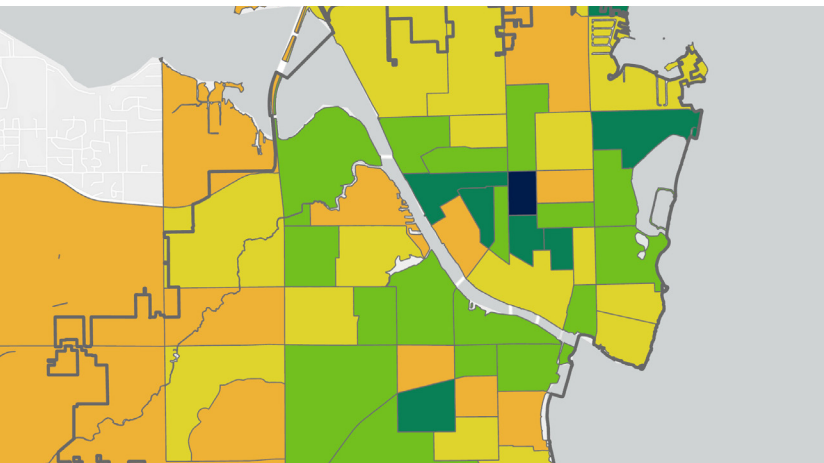
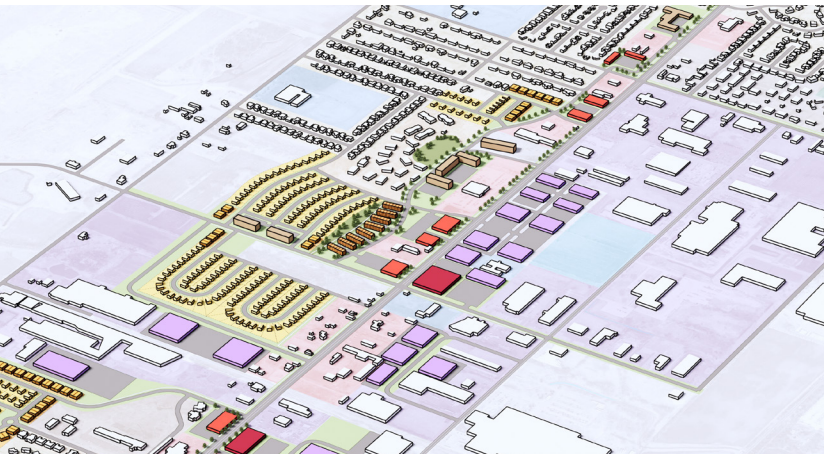
The housing study was adopted in 2021.

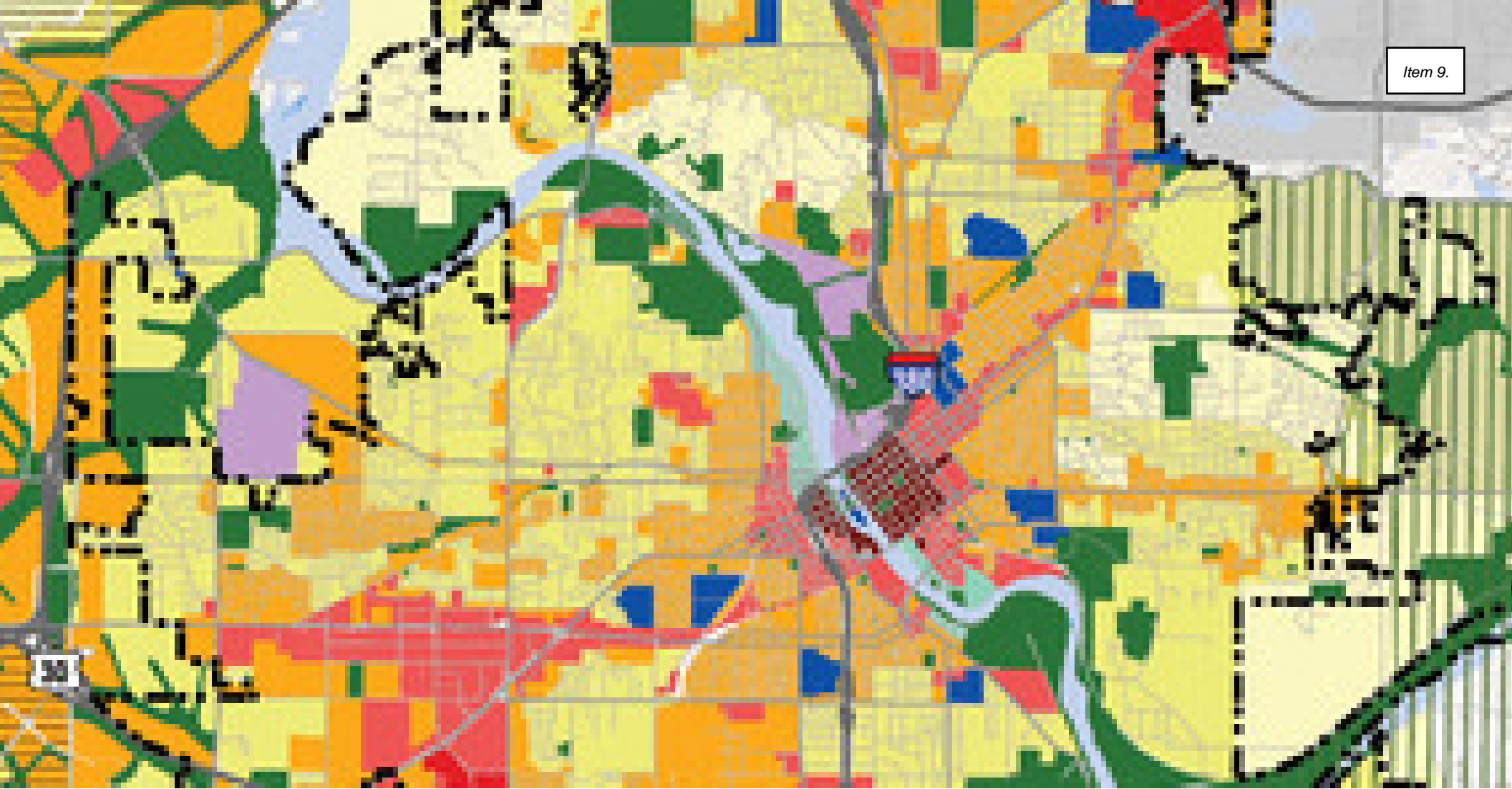
Reference

Kelly Nieforth, Community
Development Director (former)
knieforth@neenahwi.gov
920.886.6125

Key Staff

Cory Scott - Project Manager
Charlie Cowell - Housing





02

PROJECT APPROACH

Project Approach

Our approach focuses on creating the document through community involvement. While there are standard requirements to meet for a comprehensive plan in Wisconsin, Whitewater's plan should focus on key challenges and strengths. Our approach falls into three core elements:

- Where are we now?
- Where do we want to go?
- How do we get there?

We propose confirming the detailed scope of work at the start to meet milestones, create expectations, and advance the project on time.

TASK 1: Public Engagement

Our overriding approach is listening: Listening to the desires of residents and making those come to life in a plan residents can own.

1.1 PROJECT MANAGEMENT COMMITTEE (PMT)

The day-to-day work will be completed in close partnership with the City, understanding staff has limited capacity. We see the need for bi-weekly meetings with staff at the beginning of the process. The meetings with staff (mostly held by video conference) allow the team to plan upcoming events, ensure data collection, review meeting output, and develop content. Meetings will shift to monthly after the Design Studio.

1.2 ADVISORY COMMITTEE (AC)

The Advisory Committee should bring a broad representation to the process and include representation from elected officials, the Plan Commission, economic development, schools, major employers, and youth. The Committee will meet at key milestones to provide direction, course correction, and review deliverables. The schedule is set at the beginning to establish expectations and allow members to plan schedules accordingly. The schedule identifies key meetings in the process.

1.3 ACTIVITIES

Our public engagement process is an iterative process that builds on each event to expand understanding, set goals, establish a vision, and create momentum for implementation. These activities can have translators and be multilingual:

- **Project Website.** We will launch a project website through Social Pinpoint. The platform provides many tools for online participants.
- **Online Interactive Mapping.** The process begins with developing an online interactive map using Social Pinpoint so that participants can identify their ideas and concerns by dropping pins on a map. Other users can “like” submissions to reinforce their opinion.
- **Online Survey.** We will work with the PMT to create a survey for public distribution. The survey can be used at the beginning of the process to establish a baseline perception of the community or be adapted to polling emerging concepts later in the process.
- **Listening Sessions.** Our team will conduct a two-day program of small group listening sessions, both in-person and virtual, to learn more about the community and further explore the opportunities identified in the interactive map. This includes all the groups identified in the RFP, at a minimum.
- **Community Roundtable.** The Community Roundtable offers residents the first larger-scale opportunity to learn more about the importance of the plan and share insights on the community's opportunities and challenges. We organize participants into small groups and ask them to talk about goals and aspirations.
- **Design Workshop.** Our team will advance the ideas heard throughout our meetings and research to design strategies for the future. This hands-on event includes two public sessions for people to work alongside planners and designers to imagine the City's future land use, transportation and park systems.
- **Implementation Workshop.** We will host a workshop with the Advisory Committee to review key concepts in the plan and recommendations before the formal approval process begins. The workshop will have an educational and input component.



Design Workshop



Idea Walls

Scope of Work: Comprehensive Plan Update

- **Open House.** With a draft comprehensive plan complete, we will host an open house to share a draft of the plan. The open house should be an event that allows people to learn more about the plan, have time with their neighbors, and celebrate the next steps.
- **Approval Meetings.** To maximize the limited budget, we recommend that City staff represent the plan at approval meetings to ensure local ownership. RDG welcomes the opportunity to present on staff's behalf if that's desired.
- **Expanded Opportunities.** Our team will be available to meet with groups via Zoom or during planned trips.

RDG Responsibilities

- Prepare meeting agendas and minutes
- Lead committee presentations
- Create project website and content
- Lead listening sessions
- Lead all public events
- Assist with social media content

City Responsibilities

- Invite Committee members
- Reserve space for in-person meetings
- Review materials before posting or events
- Advertise the project website
- Help create list of listening session participants, reserve meeting space, and invite participants

Deliverables

- Monthly progress reports
- Public presentations
- Public engagement summary report

TASK 2: Whitewater Issues and Opportunities Today

This component identifies existing facts and trends that form the Issues and Opportunities Element.

2.1 BACKGROUND REPORT

We will review current planning documents to inform our process and provide efficiency to avoid duplicating work that is still relevant. Other parts of the Issues and Opportunities Element inform other elements in the update.

2.2 ECONOMIC, HOUSING & DEMOGRAPHIC TRENDS

Understanding the population, demographic, and economic factors in a city is essential to understand where we are going. Data will be gathered, assembled, and shared in easily communicated ways, including infographics and an atlas to identify neighborhood trends and opportunities. We strongly believe all planning should be based in market realities, thus developing plans that are visionary and realistic.

2.3 LAND USE INVENTORY

We will complete a land use inventory using existing assessor data and on-site verification. This task includes additional fieldwork by bike and on foot to inventory the city's character, appearance, and identity.

2.4 NATURAL RESOURCES

The plan will recognize the environmental constraints and assets that have changed since the 2017 plan based on available reports, including the influence of water on the community.



Preference Survey



Pop-up Stations

Scope of Work: Comprehensive Plan Update

2.5 TRANSPORTATION

We believe the land use and transportation are closely tied. We will confirm which goals and policies from the 2017 plan are still relevant.

- Define and map existing street system and proposed changes (GIS).
- Review traffic volumes per existing data.
- Review bike and pedestrian network.
- Identify opportunities to support energy conservation and sustainable growth.
- Identify problem areas, including safety hazards and obstacles to transportation.
- Using Placer.ai, we will provide data for targeted locations in the community. The data offers insight to people visiting certain locations in the community.

2.6 ECONOMIC DEVELOPMENT

We will review existing incentive programs and visitorship to the community with Placer.ai. This will provide a deeper analysis into Whitewater's economic strengths and weaknesses to inform the broader comprehensive plan elements.

2.7 UTILITIES AND COMMUNITY FACILITIES

We will interview facility managers to understand current issues and needs for the future. The interviews will help identify which goals and policies from the 2017 plan are still relevant.

RDG Responsibilities

- Create all background report deliverables
- Present findings to the AC

City Responsibilities

- Provide all public data, or contacts to obtain data, such as MLS, assessor, and GIS files.

Deliverables

- Whitewater Today Report with technical and specific background data

TASK 3: Whitewater Tomorrow – Vision & Land Use

The analysis from Task 2 and the public engagement will drive the level of land use evolution by type of residential, commercial, industrial, and public land, along with transportation improvements and alternatives. Combined with the input of residents regarding community issues and quality of life, a unified Land Use Concept for the community is developed through the design process outlined in the Public Engagement Task.

- Future Land Use/Transportation Concept
- A Development Concept for growth
- Any determined Special Subarea Concepts

RDG Responsibilities

- Develop draft plans and present to Advisory Committee and stakeholders
- Make refinements based on feedback

City Responsibilities

- Review draft concepts and deliverables

Deliverables

- Draft Land Use and Mobility Plan and Maps

TASK 4: Whitewater Tomorrow – Plan Elements

The plan elements translate to updated goals, objectives, and policies to actions. We suspect there will be updates for every section of the 2017 Plan because of how each are interconnected to land use.



Youth Outreach



Downtown Subarea in De Pere, WI

Scope of Work: Comprehensive Plan Update

4.1 LAND USE ELEMENT

The land use plan includes:

- **Policy Areas.** A big-picture perspective with the goal of balancing neighborhoods, new development, public spaces, and redevelopment.
- **Future Land Use Map.** The future land use plan will indicate the community-wide plan and identify any specific areas of change.
- **Interactive Map.** The Future Land Use Map can be published online through ESRI for review and comment.

4.2 TRANSPORTATION ELEMENT

We view this as a key formative system that will address the street network and alternative modes, including pedestrian, bicycle, and transit. This will include:

- Improvements to the existing street system.
- Proposed additions to the street system in the Development Concept that provides continuous access to future residential and commercial areas. The plan will identify missing links within the system and corridors for alternative forms of transportation.
- Standards and concepts for the design of high-quality streets that serve as public spaces that unite the city.
- Policies and infrastructure to enhance pedestrian and bicycle travel options. This includes emerging technologies such as autonomous vehicles, drone technology, and sustainability.

4.3 HOUSING AND NEIGHBORHOODS ELEMENT

This section begins with a review of recent housing studies. Expanding on the studies, the housing element will be paired with the city's land use strategy to identify housing strategies. We will:

- Review recent and current housing activity.
- Assess neighborhood conditions, including a general review of neighborhood conditions based on

perceptions of housing conditions, site maintenance issues, streets, sidewalks, infrastructure, physical design, and appearance.

- Determine needs to achieve overall housing objectives and needs.
- Create a tailored neighborhood implementation program that might address sites subject to change, mix of housing types, and rehabilitation needs.
- Ensure there is robust language to address the diversity and affordability of housing.
- Update policies for rental housing and short-term rentals related to the student population.
- Integrate Housing Affordability Report data.

4.4 AGRICULTURAL, NATURAL, AND CULTURAL RESOURCES ELEMENT

We will identify gaps in the system related to future change areas and new environmental risks to develop goals and policies around. Policies from the 2017 plan will be reviewed with the Advisory Committee to confirm their relevance for the future, especially related to sustainability efforts.

4.5 ECONOMIC DEVELOPMENT ELEMENT

We will use the Issues and Opportunities analysis, along with the public engagement, to develop policies for business parks, corridors, and downtown. This may include high level design guides. RDG can provide a more detailed market analysis as an additional service.

4.6 UTILITIES AND COMMUNITY FACILITIES ELEMENT

We will interview facility managers to develop recommendations for future changes. Policies from the 2017 plan will be reviewed with the Advisory Committee to confirm their relevancy, especially related to fiscal responsibility and capacity.



Scope of Work: Comprehensive Plan Update

4.7 INTERGOVERNMENTAL COOPERATION ELEMENT

Information from public input, discussions with staff, and Advisory Committee meetings will determine whether the policies from the 2017 Plan are relevant in the future.

RDG Responsibilities

- Develop policies and present to Advisory Committee and stakeholders
- Make refinements based on feedback

City Responsibilities

- Review draft plan elements and deliverables

Deliverables

- Draft Plan Elements report
- Online GIS for staff to offer feedback

TASK 5: Implementation Element

The implementation element begins with the Implementation Workshop outlined in Task 1. The task summarizes each recommendation and first steps for implementation.

5.1 IMPLEMENTATION WORKSHOP

During the workshop, the team works with participants to establish criteria for determining the priority of proposed projects. These criteria will be matched with the vision established in the engagement process to recommend phasing.

- **Implementation Table.** The process will update the implementation plan presenting the recommendations, sequencing, leaders, partners, and potential funding sources for capital items. Capital items will be presented in zero-to-5-year, 5-to-10-year, and 10-to-20-year increments.

5.2 PUBLICATION

Ultimately, the organization of the final document needs to be tailored to its target audience(s) so that the plan remains relevant and actionable. As our references will cite, our plans are recognized for being user-friendly and visually appealing.

5.3 ZONING REVIEW MEMO

RDG will annotate the existing zoning code, providing comments to reconcile conflicts with the comprehensive plan.

5.4 OPEN HOUSE

The Open House allows the public to learn about the plan's recommendations before formal approval.

5.5 FINAL APPROVAL

Most communities we work with prefer to have local staff represent the approval as a sign of local ownership. This is your plan, not the consultant's plan.

RDG Responsibilities

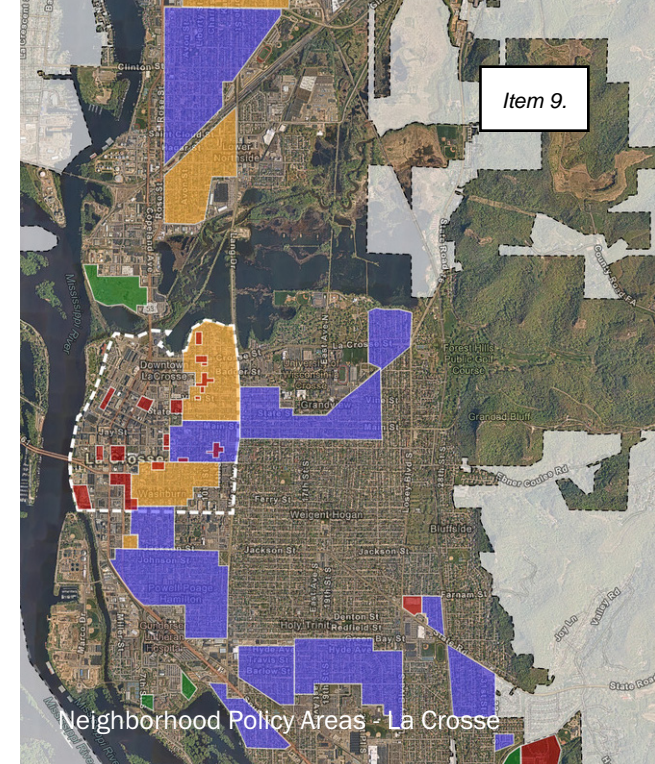
- Lead the implementation workshop and open house
- Develop plan document in your desired format
- Assist in approval meetings if desired
- Submit all necessary state submittals after adoption

City Responsibilities

- Review deliverables
- Lead approval meetings

Deliverables

- Implementation plan and timetables
- Executive summary
- Plan Document (web-based and PDF)
- Packaged InDesign file with graphics and maps.
- GIS files and official maps

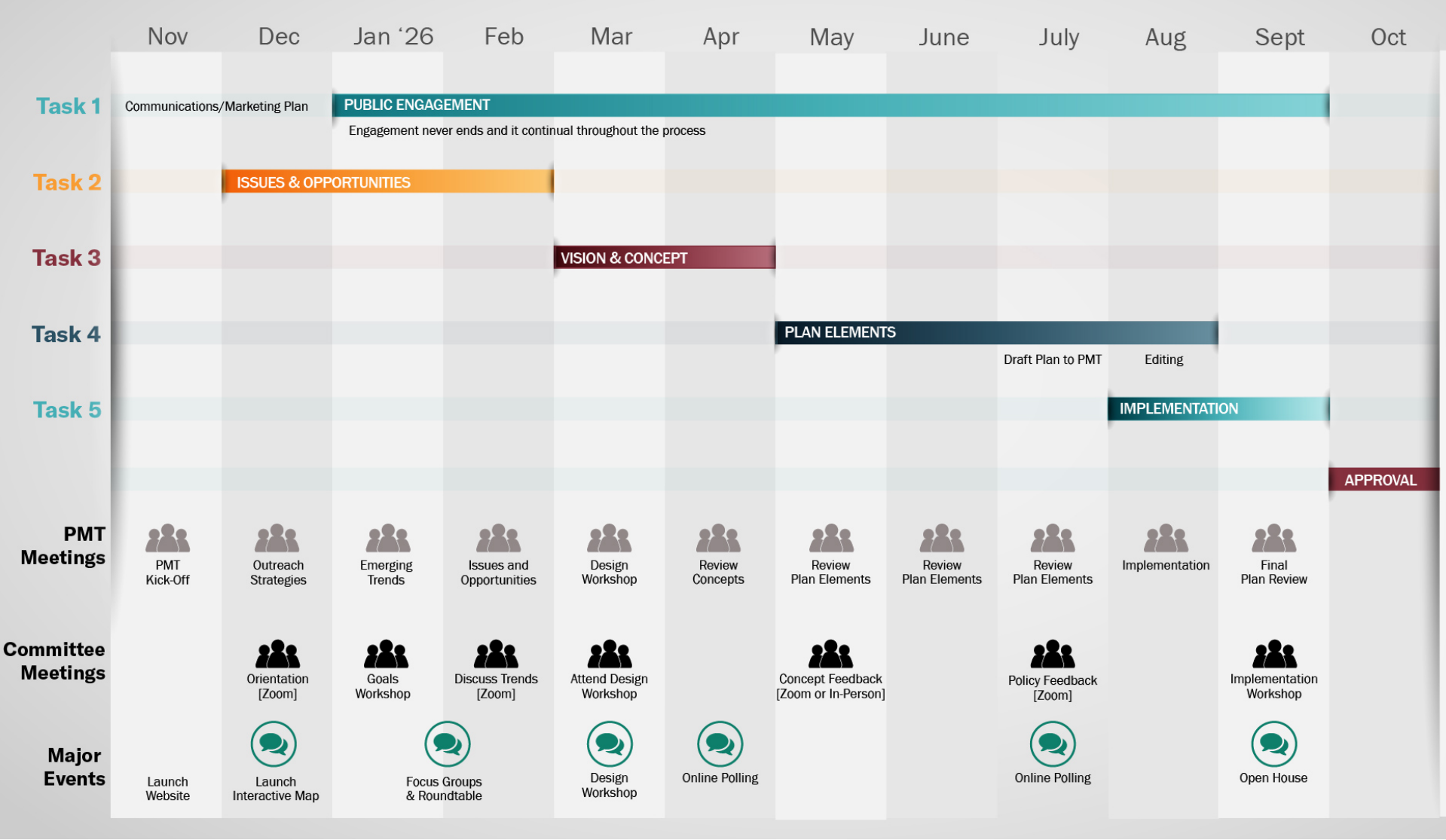




La Vista City Centre

03 PROJECT TIMELINE

Project Timeline



Our schedule includes 30 days of contingency time during Task 4 to ensure that we can respond to pivots in the process and remain on schedule.



04

PROJECT COST

Proposed Project Cost

We pride ourselves on working closely with our clients to create projects that are designed to meet their unique needs. The scope and fee laid out in this proposal is the beginning of this process, and therefore, may be negotiated to better match the needs for Whitewater.

Typically, projects are billed monthly based on a percent complete by phase. This ensures cost management for you and accountability to us for completing services and milestones.

Comprehensive Plan Update

Task	Fee Breakdown	Labor Hour Breakdown				
		Charlie	Cory	Ryan	Maya	Megan/Support
Task 1: Public Engagement/Management	\$32,000	57	42	12	80	32
Task 2: Issues and Opportunities	\$14,000	24	12	8	40	34
Task 3: Vision and Land Use	\$16,000	12	42	12	10	24
Task 4: Plan Elements	\$6,000	14	10	8	12	0
Task 5: Implementation	\$15,000	40	8	8	40	24
Reimbursable Expenses	\$2,400					
Rental Cars + Gas	\$400					
Lodging + Meals	\$1,500					
Printing	\$500					
Total Not-to-Exceed	\$85,400	147	114	48	182	114

