



CITY OF WHITEWATER PLAN AND ARCHITECTURAL REVIEW
COMMISSION

Agenda

August 10, 2015

City of Whitewater Municipal Building
312 W. Whitewater St., Whitewater, Wisconsin
6:30 p.m.

1.	Call to order and Roll Call.
2.	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 Plan Commission discusses that particular item.
3.	Review and approve the Plan Commission minutes of June 8, 2015 and July 13, 2015.
4.	Review proposed extra-territorial 2 lot certified survey map at 10438 N. County Line Road for Robert E. Walenton and Barbara E. Walenton.
5.	Hold a public hearing for consideration of a Conditional Use Permit (tavern and other places selling alcohol by the drink) for Spaiu LLC. (Bajram Spahijoski, Agent) to serve beer and liquor at 162 W. Main Street (for a "Class B" Beer and Liquor License) at Fratellis. (This would also include the sidewalk café area.)
6.	Review proposed certified survey map to divide three lots into four lots to build a new duplex on the 4 th lot and review the proposed site plan at 527, 531-533, and 601-603 W. Main Street for Robert E. Freiermuth.
7.	Hold a public hearing and make recommendation to the City Council for consideration of a change in the District Zoning Map for the following parcel to enact an ordinance to impose the R-2A Residential Overlay District Zoning classification under Chapter 19.19 of the Zoning Ordinance of the City of Whitewater for 531 W. Center Street, (Tax ID# CL 00040) for Randall Aschbrenner. (The owners of the property are Gordon and Jill Backman.)
8.	Hold a public hearing for consideration of a Conditional Use Permit, in an R-2A Overlay Zoning District, to allow for 6 unrelated persons to live in the house located at 531 W. Center Street for RLA Properties LLC. (Randall Aschbrenner). (The current property owners are Gordan and Jill Backman.)
9.	Hold a public hearing and make recommendation to the City Council for consideration of a change in the District Zoning Map for the following parcel to enact an ordinance to impose the R-2A Residential Overlay District Zoning classification under Chapter 19.19 of the Zoning Ordinance of the City of Whitewater for 228 S. Church Street, (Tax ID# OT 00116) for Randall Aschbrenner. (The owner of the property is Clarence J. Koslowski.)
10.	Hold a public hearing for consideration of a Conditional Use Permit, in an R-2A Overlay Zoning District, to allow for 6 unrelated persons to live in the house located at 228 S. Church Street for RLA Properties LLC. (Randall Aschbrenner). (The current property owner is Clarence J. Koslowski.)

11.	Information Items: a. Possible future agenda items. b. Next regular Plan Commission Meeting – September 14, 2015
12.	Adjournment.

Anyone requiring special arrangements is asked to call the Zoning and Planning Office 24 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 Director, 312 W. Whitewater Street, Whitewater, WI, 53190 or jwegner@whitewater-wi.gov.
The City of Whitewater website is: whitewater-wi.gov

CITY OF WHITEWATER
PLAN AND ARCHITECTURAL REVIEW COMMISSION
Whitewater Municipal Building Community Room
June 8, 2015

**ABSTRACTS/SYNOPSIS OF THE ESSENTIAL ELEMENTS OF THE OFFICIAL
ACTIONS OF THE PLAN AND ARCHITECTURAL REVIEW COMMISSION**

Call to order and roll call.

Vice-Chairperson Binnie called the meeting of the Plan and Architectural Review Commission to order at 6:30 p.m.

Present: Lynn Binnie, Sherry Stanek, Tom Hinspater, Jon Tanis (Alternate), Harry Devitt (Alternate). Absent: Greg Meyer, Daniel Comfort, Kristine Zaballos, Bruce Parker. Others: Wallace McDonell (City Attorney), Chris Munz-Pritchard (City Planner).

Election of Chairperson, Vice-Chairperson, Plan Commission Representative to the Community Development Authority, Plan Commission Representative to the Urban Forestry Commission and Plan Commission Representative to the Technology Park Architectural Review Committee. City Planner Chris Munz-Pritchard asked for nominations for Chairperson.

Election results are:

Greg Meyer Chairperson
Lynn Binnie Vice-Chairperson
Tom Hinspater CDA
Kristine Zaballos Urban Forestry

Hearing of Citizen Comments. There were no comments.

Approval of the Plan Commission Minutes. Moved by Sherry Stanek and seconded by Jon Tanis to approve the Plan Commission minutes of May 11, 2015. Aye: Stanek, Tanis, Binnie, Devitt, Hinspater. Motion approved.

Public hearing for a Conditional Use permit (tavern and other places selling alcohol by the drink) for Taco Fresco Garret Witterholt, LLC., Amador Cortez, (Agent), to serve wine by the bottle or glass at 175 W. Main Street (for a Class “C” Wine License). Vice-Chairperson Binnie opened the public hearing.

City Planner Chris Munz-Pritchard explained that this proposal is to amend the current Conditional Use Permit to serve beer (a Class “B” Beer) to include serving wine (for a Class “C” Wine License) by the Bottle or Glass in addition to expanding the licensed area into the sidewalk café area, at 175 W Main Street for Taco Fresco Garret Witterholt, LLC.

The site has been a restaurant. No changes are proposed to the existing site plan, traffic flow, exterior lighting, or building exterior. No information about hours of operation or maximum capacity have been provided by the applicant.

The restaurant is located on the first floor of 175 W Main Street. The buildings in the vicinity are a mix of ground floor businesses and primarily upper-story office or residential uses.

There was no public comment. Vice-Chairperson Binnie closed the public hearing.

Moved by Jon Tanis and seconded by Sherry Stanek to approve the conditional use permit to serve wine and to expand the licensed area into the sidewalk café area at 175 W. Main Street and to recommend to the City Council to approve the change in the license. Aye: Tanis, Stanek, Binnie, Hinspater, & Devitt. No: None. Motion approved.

Public hearing for a Conditional Use permit to allow for a seasonal outdoor café and drive thru at 1170 W. Main Street for Clara Rocha/Karina's Mexican Restaurant.

Vice-Chairperson Binnie opened the public hearing.

City Planner Chris Munz-Pritchard explained that this proposal involves converting the drive through area to a seasonal outdoor café during the summer/warm months. The area would then be converted back to a drive thru area during the winter/cold months (19.27.030). This maximizes the space to the full potential.

Public Comment: Eric Kiernan of KC Computers requested that the Restaurant add additional lighting on the back of the building by the drive through area.

Vice-Chairperson Binnie closed the public hearing.

Plan Commission members commented: Sherry Stanek inspected the site to get a better understanding of the layout. She felt it would be an asset to the community.

Moved by Stanek and seconded by Tanis to approve the conditional use permit to allow for a seasonal outdoor café and drive through at 1170 W. Main Street subject to the City Planner conditions. (See attached Conditional Use Permit.) Aye: Stanek, Tanis, Binnie, Hinspater, & Devitt. No: None. Motion approved.

Public hearing for an amendment to the existing Conditional Use permit to allow for the sale of alcoholic beverages by the glass (tavern and other places selling alcohol by the drink) to expand into the seasonal outdoor café area at 1170 W. Main Street for Clara Rocha/Karina's Mexican Restaurant (a Class "B" Beer and Liquor License). Vice-Chairperson Binnie opened the public hearing.

City Planner Chris Munz-Pritchard explained that the amendment to the Conditional Use Permit to expand the service of alcohol by the glass into the seasonal outdoor café ("Class B" Beer and Liquor License) is subject to the City Planner recommended conditions and pending licensing board approvals.

The spokesperson for Karina's indicated that there would be no music outdoors. The Plan Commission asked about maximum hours of operation. The applicant offered a closing time of midnight.

Moved by Stanek and seconded by Tanis to approve the conditional use permit, subject to the City Planner recommendations, to allow for the sale of alcoholic beverages by the glass (tavern and other places selling alcohol by the drink) to expand into the seasonal outdoor café area at 1170 W. Main Street for Clara Rocha/Karina's Mexican Restaurant (a Class "B" Beer and Liquor License). The Plan Commission accepted the applicants' stipulation that alcohol will not be served in the outdoor café after midnight. (See attached Conditional Use Permit.) Aye: Stanek, Tanis, Binnie, Hinspater, & Devitt. No: None. Motion approved.

Public hearing for a change in the District Zoning Map to enact an ordinance to impose the R-2A Residential Overlay District Zoning classification under Chapter 19.19 of the Zoning Ordinance of the City of Whitewater for the property located at 604 W. High Street (tax parcel # /CL 00039) for Joa Cain, Frances Cain and Janeen Cain. Vice-Chairperson Binnie opened the public hearing for the change in the District Zoning Map and for the Conditional Use (the following item) requesting up to four unrelated persons in the residence at 604 W. High Street.

Public hearing for a Conditional Use permit in an R-2A Residential Overlay Zoning District, to allow for 4 unrelated persons to live in the house located at 604 W. High Street for Joa Cain, Francis Cain and Janeen Cain.

City Planner Chris Munz-Pritchard explained Item # 7 & 8 Proposed Zoning Map Amendment to Impose the R-2A Residential Overlay District Zoning and to enable up to four (4) unrelated persons in a residence per Chapter 19.19 at 604 W. High Street (tax parcel # /CL 00039) for Joa Cain, Francis Cain and Janeen Cain.

The existing dwelling is a single (one) family residence. This proposal involves a request to amend the Zoning Map to add the R-2A Residential Overlay zoning district to the existing R-2 zoning district and to approve a Conditional Use Permit to increase the number of permitted unrelated individuals residing in a non-family household from three (3) to four (4).

The R-2A Residential Overlay district is established by Chapter 19.19 of the Zoning Ordinance. Adopting the R-2A Residential Overlay district enables the consideration of a Conditional Use Permit, which if approved, would increase the number of permitted unrelated individuals residing in a non-family household from three (3) to four (4). The applicant is requesting that the first floor dining room be converted into a bedroom. The converted bedroom must meet all the codes of a bedroom. A permit also must be obtained to convert the dining room to a bedroom.

Public comment: Richard Helmick stated that the applicant lists the room in question as a "den", and that is not true. Since 1977, he has been inside this property on a number of occasions while owned by three different owners and the room in question has always been a dining room, never a den. A current description of the room as listed on the Zillow web site for its most recent sale describes the room as a den. Richard states that he was present at a number of zoning rewrites and believes that the intent of the R2-A is to utilize existing rooms not to convert dining rooms into bedrooms.

Vice-Chairperson Binnie closed the public hearing.

Plan Commission members commented that the intent of the R-2A and concerning increasing occupancy is not clear in the ordinance. While the Plan Commission has allowed larger homes to convert areas to bedrooms in the past, the size and type of this home causes hesitation to approve the home for the Conditional Use Permit.

Moved (reluctantly) by Tanis and seconded by Binnie to recommend to the City Council to approve the change in the District Zoning Map to impose the R-2A Residential Overlay Zoning District. Aye: Tanis, Binnie, Hinspater, & Devitt. No: Stanek. Motion approved.

Moved (reluctantly) by Tanis and seconded by Binnie to approve the conditional use permit to allow for 4 unrelated persons to live in the house located at 604 W. High Street subject to the City Planner's conditions and City Council granting the change in the District Zoning Map to impose the R-2A Residential Overlay Zoning District. (See attached Conditional Use Permit.) Aye: Tanis, Binnie, Hinspater, & Devitt. No: Stanek. Motion approved.

Information Items:

- a. Plan Commission was shown the plans for the ramp renovation at the Armory.
- b. Next regular Plan Commission Meeting – July 13, 2015.

Moved by Stanek and seconded by Tanis to adjourn. The motion was approved by unanimous voice vote. The meeting adjourned at approximately 8:15 p.m.

Vice-Chairperson Lynn Binnie

MEMORANDUM

To: City of Whitewater Plan and Architectural Review Commission

From: Christine Munz-Pritchard City Planner

Date: August 10th 2015

Re: **Item # 4 Review** proposed Extra-territorial Jurisdiction Certified Survey Map lot line adjustment at 10438 N County Line Rd at Section 12, town 4 North, Range 14 East in the Town of Lima, Rock County, Wisconsin.

Requested Approval:

Robert E. Walenton and Barbara E. Walenton (Mark L. Miritz, Landmark Surveying) are requesting to adjust a lot line. This lot line adjustment includes a drainage ditch to attach the farm field drain title. Lot 1 Currently has 9.853 Acres, after the lot line adjustment Lot 1 will consist of 11.522 Acres. Lot 2 after the lot line adjustment will consists of 16.78 acres.

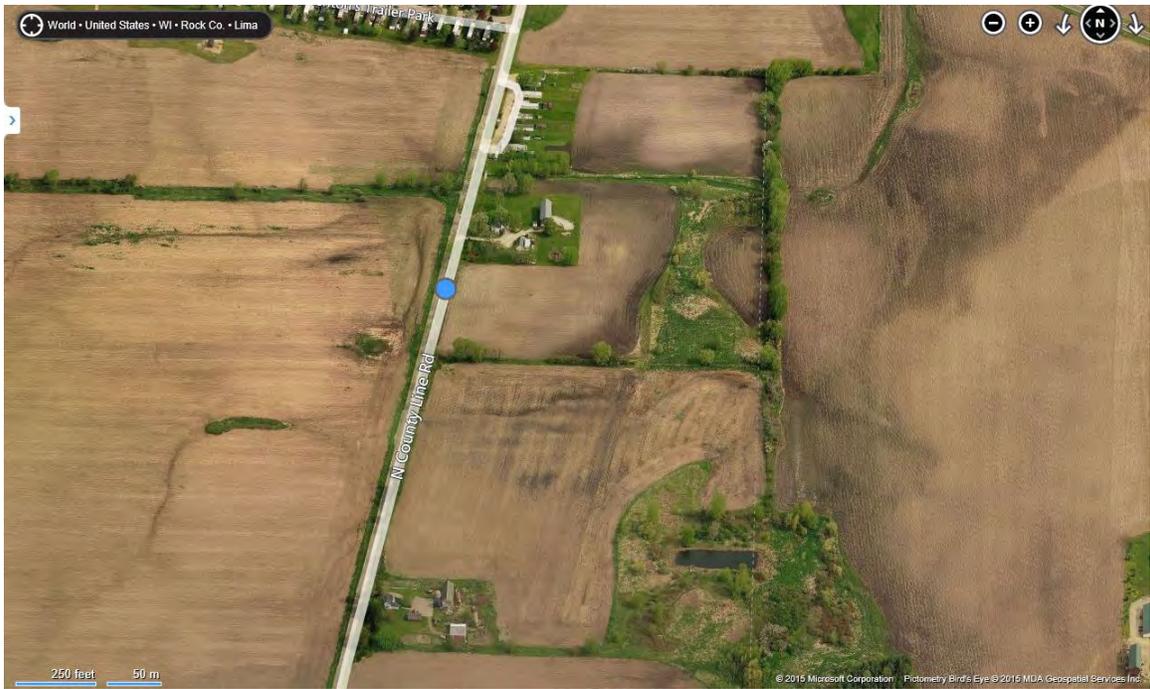
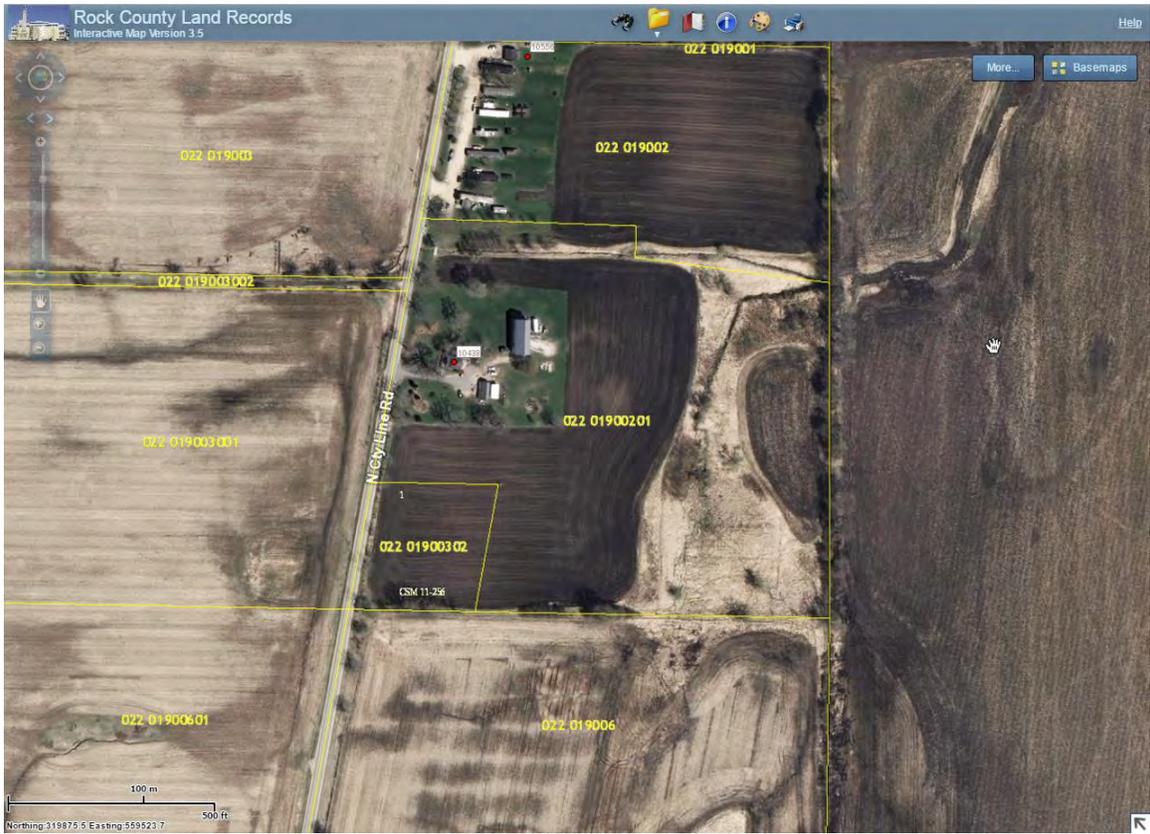
LOCATION

Parcel number 6-11-86A Tax ID: 022 01900201 in Section 12, town 4 North, Range 14 East in the Town of Lima, Rock County, Wisconsin.

PLANNER'S RECOMMENDATIONS CSM:

This preliminary CSM complies with all design standards and general provisions of the City Code Section 18.04.048 Extra-territorial subdivisions. I recommend that the Plan and Architectural Review Commission approve the Certified Survey Map with the following requirements:

1. The applicant shall meet all conditions set by Rock County and Town of Lima for final approval.
2. Final CSM shall be reviewed by City Staff and recorded with Rock County.



City of Whitewater
Application for Plan Review

IDENTIFICATION AND INFORMATION ON APPLICANT(S):

Applicant's Name: Robert E. Walenton and Barbara E. Walenton
 Applicant's Address: 10438 N. County Line Road, Whitewater, WI 53190
 Phone # 262-473-6631

Owner of Site, according to current property tax records (as of the date of the application):
 Robert E. Walenton and Barbara E. Walenton

Street address of property: 10438 N. County Line Road, Whitewater, WI 53190

Legal Description (Name of Subdivision, Block and Lot or other Legal Description):
 53190
 A PROPOSED CERTIFIED SURVEY MAP LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWN 4 NORTH, RANGE 14 EAST, LIMA TOWNSHIP, ROCK COUNTY, WISCONSIN.

Agent or Representative assisting in the Application (Engineer, Architect, Attorney, etc.)

Name of Individual: Mark L. Miritz
 Name of Firm: Land-Mark Surveying
 Office Address: N9330 Knuteson Drive, Whitewater, WI 53190
 Phone: 262-949-1239

Name of Contractor:

Has either the applicant or the owner had any variances issued to them, on any property? YES NO
 If YES, please indicate the type of variance issued and indicate whether conditions have been complied with.

EXISTING AND PROPOSED USES:

Current Land Use:

Principal Use: Farming zoned a-1
 Accessory or Secondary Uses: Trailer Houses

Proposed Use

Same as above....This is a lot line adjustment to include a drainage ditch to attach to the farm field drain tiles on Lot 1

No. of occupants proposed to be accomodated: 0
 No. of employees: 0
 Zoning District in which property is located: A-1
 Section of City Zoning Ordinance that identifies the proposed land use in the Zoning District in which the property is located:

PLANS TO ACCOMPANY APPLICATION

Applications for permits shall be accompanied by drawings of the proposed work, drawn to scale, showing, when necessary, floor plans, sections, elevations, structural details, computations and stress diagrams as the building official may require.

PLOT PLAN

When required by the building official, there shall be submitted a plot plan in a form and size designated by the building official for filing permanently with the permit record, drawn to scale, with all dimension figures, showing accurately the size and exact location of all proposed new construction and the relation to other existing or proposed buildings or structures on the same lot, and other buildings or structures on adjoining property within 15 feet of the property lines. In the case of demolition, the plot plan shall show the buildings or structures to be demolished and the buildings or structures on the same lot that are to remain.

STANDARDS

STANDARD	APPLICANT'S EXPLANATION
A. The proposed structure, addition, alteration or use will meet the minimum standards of this title for the district in which it is located;	Yes
B. The proposed development will be consistent with the adopted city master plan;	Yes
C. The proposed development will be compatible with and preserve the important natural features of the site;	Yes
D. The proposed use will not create a nuisance for neighboring uses, or unduly reduce the values of an adjoining property;	NO

STANDARD	APPLICANT'S EXPLANATION
<p>E. The proposed development will not create traffic circulation or parking problems;</p>	<p>NO</p>
<p>F. The mass, volume, architectural features, materials and/or setback of proposed structures, additions or alterations will appear to be compatible with existing buildings in the immediate area;</p>	<p>Yes</p>
<p>G. Landmark structures on the National Register of Historic Places will be recognized as products of their own time. Alterations which have no historical basis will not be permitted;</p>	<p>NO</p>
<p>H. The proposed structure, addition or alteration will not substantially reduce the availability of sunlight or solar access on adjoining properties.</p>	<p>NO</p>

CERTIFIED SURVEY MAP NO. _____

A CERTIFIED SURVEY MAP LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWN 4 NORTH, RANGE 14 EAST, LIMA TOWNSHIP, ROCK COUNTY, WISCONSIN.

GRAPHIC SCALE IN FEET



LEGEND

- ☒ Found County Section Corner
- ⊘ Found iron pipe 1 1/4" dia.
- Set 3/4" dia. iron rod, 18" long weighing 1.13 lbs./ lin. ft.
- (XX) Recorded Dimension

"THIS IS A LOT LINE ADJUSTMENT"

OWNERS:
 ROBERT E. & BARBARA E. WALENTON
 10438 N. COUNTY LINE ROAD
 WHITEWATER, WI 53190

Mark L. Miritz
 MARK L. MIRITZ
 WI PROFESSIONAL LAND SURVEYOR S-2582
 JUNE 28, 2015



SCALE 1" = 200 FEET

RESERVED FOR ROCK COUNTY REGISTER OF DEEDS

70' WIDE COUNTY LINE ROAD



UNPLATTED LAND OWNED BY OTHERS

SHEET 1 OF 3 SHEETS
 PROJECT NO. 15.407

CERTIFIED SURVEY MAP

A CERTIFIED SURVEY MAP LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWN 4 NORTH, RANGE 14 EAST, LIMA TOWNSHIP, ROCK COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, MARK L. MIRITZ, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE DIRECTION OF ROBERT E. WALENTON AND BARBARA E. WALENTON, OWNERS, I HAVE SURVEYED THE PROPERTY HEREON DESCRIBED AND THAT THE CERTIFIED SURVEY MAP HEREON SHOWN IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION OF IT AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN STATE STATUTES, AND WITH THE SUBDIVISION REGULATIONS OF ROCK COUNTY, WISCONSIN.

A CERTIFIED SURVEY MAP LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWN 4 NORTH, RANGE 14 EAST, LIMA TOWNSHIP, ROCK COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 12; THENCE S 00°02'20" W 1324.09 FEET ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12 TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°02'20" W 1,324.09 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 12; THENCE N 88°56'18" W 823.64 FEET TO THE SOUTHWEST CORNER OF CERTIFIED SURVEY MAP 11-256; THENCE N 10°25'40" E ALONG THE EAST LINE OF SAID CERTIFIED SURVEY MAP 300.00 FEET; THENCE N 88°56'25" W ALONG THE NORTH LINE OF SAID CERTIFIED SURVEY MAP 294.33 FEET TO THE CENTERLINE OF COUNTY LINE ROAD; THENCE N 10°25'56" E ALONG SAID CENTERLINE 1,042.19 FEET; THENCE S 88°54'45" E 875.81 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1,232,868 SQUARE FEET OR 28.302 ACRE(S) OF LAND, MORE OR LESS.



Mark L. Miritz
MARK L. MIRITZ
PROFESSIONAL LAND SURVEYOR S-2582
JUNE 28, 2015

OWNER'S CERTIFICATE:

AS OWNERS, ROBERT E. WALENTON AND BARBARA E. WALENTON, WE HEREBY CERTIFY THAT WE HAVE CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED HEREON.

ROBERT E. WALENTON

BARBARA E. WALENTON

STATE OF WISCONSIN) SS
COUNTY OF ROCK)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 201____
THE ABOVE NAMED ROBERT E. WALENTON AND BARBARA E. WALENTON, TO ME KNOWN TO BE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

_____, _____ COUNTY, WISCONSIN.
NOTARY PUBLIC
MY COMMISSION EXPIRES _____.

TOWN OF LIMA APPROVAL:

I CERTIFY THAT THIS CERTIFIED SURVEY MAP PREPARED FOR ROBERT E. WALENTON AND BARBARA E. WALENTON, IS ACCEPTED AND APPROVED FOR RECORDATION BY THE LIMA TOWN BOARD.

DATE _____

TOWN CLERK

ROCK COUNTY PLANNING AND DEVELOPMENT:

THIS FINAL LAND DIVISION NO. _____ IS APPROVED THIS _____ DAY OF _____, 201____, PURSUANT TO CHAPTER 15 OF THE ROCK COUNTY LAND DIVISION REGULATIONS.

AUTHORIZED SIGNATURE _____

RECORDING DATA

RECEIVED FOR RECORDING THIS _____ DAY OF _____, 2015, AT _____ O'CLOCK __.M.

AND RECORDED IN VOLUME _____ OF CERTIFIED SURVEYS OF ROCK COUNTY AT PAGES _____

DOCUMENT NO. _____

CERTIFIED SURVEY MAP NO. _____

ROCK COUNTY REGISTER OF DEEDS

THIS INSTRUMENT DRAFTED BY MARK L. MIRITZ

PROJECT NO. 15.407
SHEET 2 OF 3 SHEETS

CERTIFIED SURVEY MAP

A CERTIFIED SURVEY MAP LOCATED IN PART OF THE SOUTHEAST 1/4
OF THE NORTHEAST 1/4 OF SECTION 12, TOWN 4 NORTH, RANGE 14
EAST, LIMA TOWNSHIP, ROCK COUNTY, WISCONSIN.

ROCK COUNTY TREASURER'S CERTIFICATE:

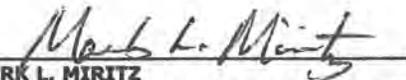
I HEREBY CERTIFY THAT THE PROPERTY TAXES ON THE PARENT PARCEL ARE
CURRENT AND HAVE BEEN PAID AS OF _____, 201__.

ROCK COUNTY TREASURER _____

CITY OF WHITEWATER APPROVAL:

RESOLVED, THAT THE CERTIFIED SURVEY MAP HEREON, BEING LOCATED IN THE EXTRATERRITORIAL PLAT
JURISDICTION AREA FOR THE CITY OF WHITEWATER, WISCONSIN, ROBERT E. WALENTON AND BARBARA E.
WALENTON, OWNERS, IS HEREBY APPROVED BY THE CITY OF WHITEWATER PLAN AND ARCHITECTURAL
REVIEW COMMISSION.

DATED THIS _____ DAY OF _____, 2015. _____
MICHELE SMITH, CITY CLERK


MARK L. MIRITZ
WI. PROFESSIONAL LAND SURVEYOR S-2582
JUNE 28, 2015



THIS INSTRUMENT DRAFTED BY MARK L. MIRITZ

PROJECT NO. 15.407
SHEET 3 OF 3 SHEETS

N9330 KNUTESON DRIVE
WHITEWATER, WI 53190

LAND-MARK SURVEYING

PHONE: (262) 495-3284
CELL: (262) 949-1239
MarkMiriz@Land-MarkSurveying.com

M E M O R A N D U M

To: City of Whitewater Plan and Architectural Review Commission

From: Christine Munz-Pritchard City Planner

Date: August 10th 2015

Re: **Item #5** Proposed Conditional Use Permit to serve alcoholic beverages by the glass (tavern and other places selling alcohol by the drink) for Spaiu LLC “Fratellis” located at 162 W Main Street (for a “Class B” Beer and Liquor License).

Summary of Request		
Requested Approvals:	Conditional Use Permit for a Class B Beer License. This will include the seasonal sidewalk café.	
Location:	162 W Main Street	
Current Land Use:	Restaurant	
Proposed Land Use:	Same	
Current Zoning:	B-2 Central Business	
Proposed Zoning:	No change.	
Comprehensive Plan’s Future Land Use:	Central Business	
Surrounding Zoning and Current Land Uses:		
	North:	
	Parking Lot	
West:	Subject Property	East:
<i>B-2 Insurance Allen C Hicks</i>		<i>B-2 Main St Shops</i>
	South:	
	South 1 st Street	

Description of the Proposal:

This proposal is for a Conditional Use Permit to serve alcohol by the glass (for a “Class B” Beer and Liquor License. The site has been a restaurant; this is a change in owner for the establishment. No changes are proposed to the existing site plan, traffic flow, exterior lighting, or building exterior. The area will include the sidewalk café area. No information about hours of operation or maximum capacity have been provided by the applicant.

PLANNER’S RECOMMENDATIONS:

I recommend the Plan and Architectural Review Commission grant *conditional approval* for the requested Conditional Use Permit for a Class B Beer License at 175 W Main Street, subject to findings on the following page, and subject to the following conditions of approval:

1. No modifications may be made to the site. The applicant shall submit a statement affirming that no changes will be made to the existing site plan, traffic flow, exterior lighting, or building exterior. This statement must be signed by both the applicant and the property owner.
2. If there are any changes planned for the existing site plan, traffic flow, exterior lighting, or building exterior, the applicant will need to provide a Site Plan showing all current and proposed structures, all current and proposed impervious surfaces, and all property lines.
 - a. The Site Plan shall be subject to approval by the City Building Inspector, City Engineer, and City Planner;
 - b. All development shall be consistent with the approved Site Plan, and shall be completed, inspected and approved by appropriate City Staff.
3. Establish maximum hours of operation, as approved by the Plan Commission
4. Any other conditions identified by the Plan Commission.



SUGGESTED FINDINGS TO BE MADE BY THE PLAN COMMISSION

Conditional Use Permits are required to be reviewed in relation to a set of standard criteria presented in the Zoning Ordinance (Section 19.66.050). See the following page for suggested findings:

Analysis of Proposed Conditional Use Permit for: 162 W Main Street		
<i>Conditional Use Permit Review Standards per Section 19.66.050:</i>		
STANDARD	EVALUATION	COMMENTS
1. The establishment, maintenance, or operation of the conditional use will not create a nuisance for neighboring uses or substantially reduce the values of property.	Yes	Continuation of existing use.
2. Adequate utilities, access roads, parking, drainage, landscaping, and other necessary site improvements are being provided.	Yes	All regulations are complied with.
3. The conditional use conforms to all applicable regulations of the district in which it is located, unless otherwise specifically exempted in this ordinance or through variance.	Yes	All regulations are complied with.
4. The conditional use conforms to the purpose and intent of the city master (comprehensive) plan.	Yes	The Comprehensive Plan recommends the site for downtown mixed use development.
5. The conditional use and structures are consistent with sound planning and zoning principles.	Yes	The project is consistent with the use requirements of the B-2 District and the Comprehensive Plan.



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

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

NOTICE OF PUBLIC HEARING

TO ALL INTERESTED PARTIES:

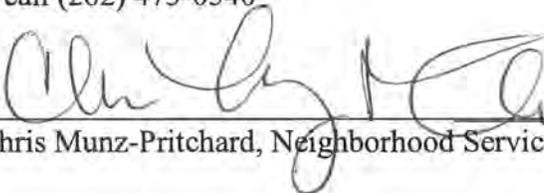
A meeting of the PLAN AND ARCHITECTURAL REVIEW COMMISSION of the City of Whitewater will be held at the Municipal Building, Community Room, located at 312 W. Whitewater Street on the 10th day of August 2015 at 6:30 p.m. for a public hearing for consideration of a Conditional Use Permit (tavern and other places selling alcohol by the drink) for Spaiu LLC. (Bajram Spahijoski, Agent) to serve beer and liquor at 162 W. Main Street (for a "Class B" Beer and Liquor License) at Fratellis.

(This would also include the sidewalk café area.)

The proposal is on file in the office of the Zoning Administrator 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


Chris Munz-Pritchard, Neighborhood Services Director/City Planner

TaxKey	Owner1	Owner2	Address1	City	State	Zip
/OT 00001	R&B BRASS RAIL CORP		130 W MAIN ST	WHITEWATER	WI	53190-0000
/OT 00002	CBP PROPERTIES LLC		417 N FREMONT ST	WHITEWATER	WI	53190-0000
/OT 00003	WATSON & SCHARINE		136 W MAIN ST	WHITEWATER	WI	53190-0000
/OT 00003A	KETTERHAGEN TRUST		1631 PEARSON CT	WHITEWATER	WI	53190-0000
/OT 00004	ILMI SHABANI	ANIFE SHABANI	140 W MAIN ST	WHITEWATER	WI	53190-0000
/OT 00006	MIKNNNA LLC	C/O AROPA DESIGNS	144 W MAIN ST	WHITEWATER	WI	53190-0000
/OT 00007	WOKES LLC		146 W MAIN ST	WHITEWATER	WI	53190-0000
/OT 00008	JOSE J BARAJAS	JUANA BARAJAS	409 BUCKINGHAM BLVD	WHITEWATER	WI	53190-0000
/OT 00009	MARY E KETTERHAGEN	KETTERHAGEN TRUST	1631 PEARSON CT	WHITEWATER	WI	53190-0000
/OT 00010	KETTERHAGEN TRUST		1631 PEARSON CT	WHITEWATER	WI	53190-0000
/OT 00011	KETTERHAGEN TRUST		1631 PEARSON CT	WHITEWATER	WI	53190-0000
/OT 00012	KETTERHAGEN TRUST		1631 PEARSON CT	WHITEWATER	WI	53190-0000
/OT 00013	CITY OF WHITEWATER		312 W WHITEWATER ST	WHITEWATER	WI	53190-0000
/OT 00013A	LAND & WATER INVESTMENTS LLC		503 CENTER ST	LAKE GENEVA	WI	53147-0000
/OT 00014	FIRST & MAIN OF WHITEWATER LLC		599 S FRANKLIN ST	WHITEWATER	WI	53190-0000
/OT 00017	HICKS SURVIVORS TRUST		N7934 HWY 89	WHITEWATER	WI	53190-0000
/OT 00018	KJN DEVELOPMENT LLC		W316S2920 ROBERTS RD	WAUKESHA	WI	53188-0000
/OT 00019	KJN DEVELOPMENT LLC		W316S2920 ROBERTS RD	WAUKESHA	WI	53188-0000
/OT 00020	TERRENCE L STRITZEL		W5524 TRI COUNTY RD.	WHITEWATER	WI	53190-0000
/OT 00021	DAVID E SAALSAA		184 W MAIN ST #3	WHITEWATER	WI	53190-0000
/OT 00022	RODERICK O DALEE	MARY M DALEE	PO BOX 660	WHITEWATER	WI	53190-0000
/OT 00023	CITY OF WHITEWATER		312 W WHITEWATER ST	WHITEWATER	WI	53190-0000
/OT 00024	CITY OF WHITEWATER		312 W WHITEWATER ST	WHITEWATER	WI	53190-0000
/OT 00026	ROBERT A SWEET		N7598 LARRY'S RD	WHITEWATER	WI	53190-0000
/OT 00053	FIRST CITIZENS STATE BANK		207 W MAIN ST	WHITEWATER	WI	53190-0000
/OT 00061	FIRST CITIZENS STATE BANK		PO BOX 177	WHITEWATER	WI	53190-0000
/OT 00062	DONALD E LIGGETT TRUST		PO BOX 223061	PRINCEVILLE	HI	96722-0000
/OT 00065	TRIPLE J PROPERTIES LLC		W335 S2539 MORRIS RD	DOUSMAN	WI	53118-0000
/OT 00067	DIANE L TRAMPE		138 CENTER ST	WHITEWATER	WI	53190-0000
/OT 00068	FIRE STATION 1 LLC		138 W CENTER ST	WHITEWATER	WI	53190-0000
/OT 00069	CHERYL A BRESNAHAN	MICHAEL J BRESNAHAN JR	117 S SECOND ST	WHITEWATER	WI	53190-0000
/OT 00070	BLGL LLC		1691 MOUND VIEW PL	WHITEWATER	WI	53190-0000
/OT 00071	TRIPLE J PROPERTIES LLC		W335 S2539 MORRIS RD	DOUSMAN	WI	53118-0000

/OT 00072	JORGE ISLAS MARTINEZ		565 S FRANKLIN ST	WHITEWATER	WI	53190-0000
/OT 00073	KIN DEVELOPMENT LLC		W316 W2920 ROBERTS RD	WAUKESHA	WI	53188-0000
/OT 00074	MARK O BERGEY	JEAN BERGEY	173 W MAIN ST	WHITEWATER	WI	53190-0000
/OT 00075	DLK ENTERPRISES INC		PO BOX 239	WHITEWATER	WI	53190-0000
/OT 00076	141 W MAIN STREET BUILDING LLC		N1103 PECHOUS LN	WHITEWATER	WI	53190-1655
/OT 00077	TRIPLE J PROPERTIES LLC		W335 S2539 MORRIS RD	DOUSMAN	WI	53118-0000
/OT 00078	RUSSELL R WALTON	KIM A WALTON	1005 W MAIN ST SUITE C	WHITEWATER	WI	53190-0000
/OT 00079	LAKEVIEW CENTER LLC		147 W MAIN ST	WHITEWATER	WI	53190-0000
/OT 00080	AUREL BEZAT	DANIELA BEZAT	149 W MAIN ST	WHITEWATER	WI	53190-1903
/OT 00081	TRIPLE J PROPERTIES LLC		543 A J ALLEN CIR	WALES	WI	53183-0000
/OT 00082	TRIPLE J PROPERTIES LLC		543 A J ALLEN CIR	WALES	WI	53183-0000
/OT 00083	TRIPLE J PROPERTIES LLC		543 AJ ALLEN CIR	WALES	WI	53183-0000
/OT 00084	BULLDOG INVESTMENTS LLC		109 S FIRST ST	WHITEWATER	WI	53190-0000
/OT 00085	GKC RENTALS-WHITEWATER LLC		W7723 HACKETT RD	WHITEWATER	WI	53190-0000
/OT 00086	GKC RENTALS-WHITEWATER LLC		W7723 HACKETT RD	WHITEWATER	WI	53190-0000
/OT 00134	WAYNE A QUASS	MAUREEN C QUASS	972 W PECK ST	WHITEWATER	WI	53190-0000
/OT 00135	WILLIAM V OSBORNE II	REBECCA P ANDERSON	12648 E GLACIAL CREST DR	WHITEWATER	WI	53190-0000
/OT 00136	EDWARD W HAMILTON	ROXANNE A HAMILTON	PO BOX 736	WHITEWATER	WI	53190-0000
/OT 00137	EDWARD W HAMILTON	ROXANNE HAMILTON	PO BOX 736	WHITEWATER	WI	53190-0000
/OT 00138	TRIPLE J PROPERTIES LLC		W335 S2539 MORRIS RD	DOUSMAN	WI	53118-0000
/OT 00139	TRIPLE J PROPERTIES LLC		W335 S2539 MORRIS RD	DOUSMAN	WI	53118-0000
/OT 00140	CITY OF WHITEWATER		312 W WHITEWATER ST	WHITEWATER	WI	53190-0000
/WSS 00001	ANTHONY M LOMBARDO	JANET M LOMBARDO	125 E GARDEN AVE	PALATINE	IL	60067-0000
/WSS 00002	DONNA JOANNE HENRY		347 S JANESVILLE ST	WHITEWATER	WI	53190-0000
/WSS 00003	EDWARD J CONNELL		208 W NORTH ST	WHITEWATER	WI	53190-0000
/WUP 00255	R&B BRASS RAIL CORP		130 W MAIN ST	WHITEWATER	WI	53190-0000
	SPAIU LLC	ATTN: BAJRAM SPAHIJOSKI	162 W MAIN ST	WHITEWATER	WI	53190-0000

"Amena"



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

www.whitewater-wi.gov
(262) 473-0143

CONDITIONAL USE PERMIT APPLICATION

Address of Property: 162 W Main St

Owner's Name: Bajram Spahijewski

Applicant's Name: Spaiv LLC

Mailing Address: 162 W Main St

Phone #: 262-472-0747 Email: 1986Drillon@gmail.com

Legal Description (Name of Subdivision, Block and Lot of other Legal Descriptions): _____

162 W Main

Existing and Proposed Uses:

Current Use of Property: Restaurant

Zoning District: Commercial

Proposed Use: Restaurant / Bar

NOTICE: The Plan Commission meetings are scheduled on the 2nd Monday of the month. All complete plans must be in by 4:00 p.m. four weeks prior to the meeting.

Conditions

The City of Whitewater Zoning Ordinance authorizes the Plan Commission to place conditions on approved conditional uses. "Conditions" such as landscaping, architectural design, type of construction, construction commencement and completion dates, sureties, lighting, fencing, plantation, deed restrictions, highway access restrictions, increased yards or parking requirements may be affected. "Conditional Uses" may be subject to time limits or requirements for periodic review by staff.

APPLICATION REQUIREMENTS

THE FOLLOWING INFORMATION MUST BE SUBMITTED IN ORDER TO CONSIDER THE APPLICATION COMPLETE:

1. Statement of use, including type of business with number of employees by shift.
2. Scaled plot plan with north arrow, showing proposed site and all site dimensions.
3. All buildings and structures: location, height, materials and building elevations.
4. Lighting plan: including location, height, type, orientation of all proposed outdoor lighting – both on poles and on buildings. Photometric plans may be required.
5. Elevation drawings or illustrations indicating the architectural treatment of all proposed buildings and structures.
6. Off-street parking: locations, layout, dimensions, circulation, landscaped areas, total number of stalls, elevation, curb and gutter.
7. Access: pedestrian, vehicular, service. Points of ingress and egress.
8. Loading: location, dimensions, number of spaces, internal circulation.
9. Landscaping: including location, size and type of all proposed planting materials.
10. Floor plans: of all proposed buildings and structures, including square footage.
11. Signage: location, height, dimensions, color, materials, lighting and copy area.
12. Grading /drainage plan of the proposed site.
13. Waste disposal facilities: storage facilities for the storage of trash and waste materials.
14. Outdoor storage, where permitted in the district: type, location, height of screening devices.

****Four (4) full size, Twenty (20) 11x17, and 1 Electronic Copy (include color where possible) site plan copies, drawn to scale and dimensioned.**

STANDARDS FOR REVIEW AND APPROVAL

The Plan and Architectural Commission shall use the following standards when reviewing applications for conditional uses. The applicant is required to fill out the following items and explain how the proposed conditional use will meet the standard for approval.

STANDARD	APPLICANT'S EXPLANATION
A. That the establishment, maintenance, or operation of the Conditional Use will not create a nuisance for neighboring uses or substantially reduce value of other property.	Bar has existed here, we are just transferring over business name, it has had no initial problem before
B. That utilities, access roads, parking, drainage, landscaping, and other necessary site improvements are being provided.	Everything will remain the same as planned by landlord.
C. That the conditional use conforms to all applicable regulations of the district in which it is located, unless otherwise specifically exempted by this ordinance.	Yes, all regulations will and have been followed
D. That the conditional use conforms to the purpose and intent of the city Master Plan.	Yes, all rules will be regulated

**Refer to Chapter 19.66 of the City of Whitewater Municipal Code, entitled CONDITIONAL USES, for more information.

Applicant's Signature: 

Date: 7-8-15

Printed: Bajram Spahijacki

TO BE COMPLETED BY THE NEIGHBORHOOD SERVICES DEPARTMENT

- 1) Application was filed and the paid fee at least four weeks prior to the meeting. **\$100.00** fee filed on 7-14-15. Received by: J Wegner Receipt #: 0.012026
- 2) Application is reviewed by staff members.
- 2) Class 1 Notice published in Official Newspaper on 7-30-15.
- 3) Notices of the Public Hearing mailed to property owners on 7-28-15.
- 4) Plan Commission holds the PUBLIC HEARING on 8-10-15. Public comments may also be submitted in person or in writing to City Staff.
- 5) At the conclusion of the Public Hearing, the Plan Commission will make a decision.

ACTION TAKEN:

Condition Use Permit: Granted _____ Not Granted _____ By the Plan and Architectural Review Commission

CONDITIONS PLACED UPON PERMIT BY PLAN AND ARCHITECTURAL REVIEW COMMISSION:

Signature of Plan Commission Chairperson

Date

Tips for Minimizing Your Development Review Costs: A Guide for Applicants

The City of Whitewater assigns its consultant costs associated with reviewing development proposals to the applicant requesting development approval. These costs can vary based on a number of factors. Many of these factors can at least be partially controlled by the applicant for development review. The City recognizes that we are in a time when the need to control costs is at the forefront of everyone's minds. The following guide is intended to assist applicants for City development approvals to understand what they can do to manage and minimize the costs associated with review of their applications. The tips included in this guide will almost always result in a less costly and quicker review of an application.

Meet with Neighborhoods Services Department before submitting an application

If you are planning on submitting an application for development review, one of the first things you should do is have a discussion with the City's Neighborhood Services Department. This can be accomplished either by dropping by the Neighborhood Services Department counter at City Hall, or by making an appointment with the Neighborhood Services Manager / City Planner. Before you make significant investments in your project, the Department can help you understand the feasibility of your proposal, what City plans and ordinances will apply, what type of review process will be required, and how to prepare a complete application.

Submit a complete and thorough application

One of the most important things you can do to make your review process less costly to you is to submit a complete, thorough, and well-organized application in accordance with City ordinance requirements. The City has checklists to help you make sure your application is complete. To help you prepare an application that has the right level of detail and information, assume that the people reviewing the application have never seen your property before, have no prior understanding of what you are proposing, and don't necessarily understand the reasons for your request.

For more complex or technical types of projects, strongly consider working with an experienced professional to help prepare your plans

Experienced professional engineers, land planners, architects, surveyors and landscape architects should be quite familiar with standard development review processes and expectations. They are also generally capable of preparing high-quality plans that will ultimately require less time (i.e., less cost for you) for the City's planning and engineering consultants to review, saving you money in the long run. Any project that includes significant site grading, stormwater management, or utility work; significant landscaping; or significant building remodeling or expansion generally requires professionals in the associated fields to help out.

For simpler projects, submit thorough, legible, and accurate plans

For less complicated proposals, it is certainly acceptable to prepare plans yourself rather than paying to have them prepared by a professional. However, keep in mind that even though the project may be less complex, the City's staff and consultants still need to ensure that your proposal meets all City requirements. Therefore, such plans must be prepared with care. Regardless of the complexity, all site, building, and floor plans should:

1. Be drawn to a recognized scale and indicate what the scale is (e.g., 1 inch = 40 feet).
2. Include titles and dates on all submitted documents in case pieces of your application get separated.
3. Include clear and legible labels that identify streets, existing and proposed buildings, parking areas, and other site improvements.
4. Indicate what the property and improvements look like today versus what is being proposed for the future.
5. Accurately represent and label the dimensions of all lot lines, setbacks, pavement/parking areas, building heights, and any other pertinent project features.
6. Indicate the colors and materials of all existing and proposed site/building improvements.
7. Including color photos with your application is one inexpensive and accurate way to show the current condition of the site. Color catalog pages or paint chips can be included to show the appearance of proposed signs, light fixtures, fences, retaining walls, landscaping features, building materials, or other similar improvements.

Submit your application well in advance of the Plan and Architectural Review Commission meeting

The City normally requires that a complete application be submitted four weeks in advance of the Commission meeting when it will be considered. The further in advance you can submit your application, the better for you and everyone involved in reviewing the project. Additional review time may give the City's consultant staff and staff an opportunity to communicate with you about potential issues with your project or application and allow you time to efficiently address those issues before the Plan and Architectural Review Commission meeting. Be sure to provide reliable contact information on your application form and be available to respond to such questions or requests in a timely manner.

For more complex projects, submit your project for conceptual review

A conceptual review can be accomplished in several ways depending on the nature of your project and your desired outcomes.

1. Preliminary plans may be submitted to City staff and/or planning consultant for a quick, informal review. This will allow you to gauge initial reactions to your proposal and help you identify key issues;
2. You may request a sit-down meeting with the Neighborhood Services Manager/ City Planner to review and more thoroughly discuss your proposal; and/or

3. You can ask to be placed on a Plan and Architectural Review Commission meeting agenda to present and discuss preliminary plans with the Commission and gauge its reaction before formally submitting your development review application.

Overall, conceptual reviews almost always save time, money, stress, and frustration in the long run for everyone involved. For this reason, the City will absorb up to \$200 in consultant review costs for conceptual review of each project.

Hold a neighborhood meeting for larger and potentially more controversial Projects

If you believe your project falls into one or both of these two categories (City staff can help you decide), one way to help the formal development review process go more smoothly is to host a meeting for the neighbors and any other interested members of the community. This would happen before any Plan and Architectural Review Commission meeting and often before you even submit a formal development review application.

A neighborhood meeting will give you an opportunity to describe your proposal, respond to questions and concerns, and generally address issues in an environment that is less formal and potentially less emotional than a Plan and Architectural Review Commission meeting. Neighborhood meetings can help you build support for your project, understand others' perspectives on your proposals, clarify misunderstandings, and modify the project and alleviate public concerns before the Plan and Architectural Review Commission meetings. Please notify the Neighborhood Services Manager / City Planner of your neighborhood meeting date, time, and place; make sure all neighbors are fully aware (City staff can provide you a mailing list at no charge); and document the outcomes of the meeting to include with your application.

Typical City Planning Consultant Development Review Costs

The City often utilizes assistance from a planning consultant to analyze requests for land development approvals against City plans and ordinances and assist the City's Plan and Architectural Review Commission and City Council on decision making. Because it is the applicant who is generating the need for the service, the City's policy is to assign most consultant costs associated with such review to the applicant, as opposed to asking the general taxpayer to cover these costs.

The development review costs provided below represent the planning consultant's range of costs associated with each particular type of development review. This usually involves some initial analysis of the application well before the public meeting date, communication with the applicant at that time if there are key issues to resolve before the meeting, further analysis and preparation of a written report the week before the meeting, meeting attendance, and sometimes minor follow-up after the meeting. Costs vary depending on a wide range of factors, including the type of application, completeness and clarity of the development application, the size and complexity of the proposed development, the degree of cooperation from the applicant for further information, and the level of community interest. The City has a guide called "Tips for Minimizing Your Development Review Costs" with information on how the applicant can help control costs.

Type of Development Review Being Requested	Planning Consultant Review Cost Range
Minor Site/Building Plan (e.g., minor addition to building, parking lot expansion, small apartment, downtown building alterations)	
When land use is a permitted use in the zoning district, and for minor downtown building alterations	Up to \$600
When use also requires a conditional use permit, and for major downtown building alterations	\$700 to \$1,500
Major Site/Building Plan (e.g., new gas station/convenience store, new restaurant, supermarket, larger apartments, industrial building)	
When land use is a permitted use in the zoning district	\$700 to \$2,000
When land use also requires a conditional use permit	\$1,600 to \$12,000
Conditional Use Permit with no Site Plan Review (e.g., home occupation, sale of liquor request, substitution of use in existing building)	\$up to \$600
Rezoning	
To a standard (not PCD) zoning district	\$400 to \$2,000
To Planned Community Development zoning district, assuming complete GDP & SIP application submitted at same time	\$2,100 to \$12,000
Land Division	
Certified Survey Map	Up to \$300
Preliminary Subdivision Plat	\$1,500 to \$3,000
Final Plat (does not include any development agreement time)	\$500 to \$1,500
Annexation	\$200 to \$400

****Note:** The City also retains a separate engineering consultant, who is typically involved in larger projects requiring stormwater management plans, major utility work, or complex parking or road access plans. Engineering costs are not included above, but will also be assigned to the development review applicant. The consultant planner and engineer closely coordinate their reviews to control costs.

Cost Recovery Certificate and Agreement

The City may retain the services of professional consultants (including planners, engineers, architects, attorneys, environmental specialists, and recreation specialists) to assist in the City's review of an application for development review coming before the Plan and Architectural Review Commission, Board of Zoning Appeals, and/or Common Council. In fact, most applications require some level of review by the City's planning consultant. City of Whitewater staff shall retain sole discretion in determining when and to what extent it is necessary to involve a professional consultant in the review of an application.

The submittal of an application or petition for development review by an applicant shall be construed as an agreement to pay for such professional review services associated with the application or petition. The City may apply the charges for these services to the applicant and/or property owner in accordance with this agreement. The City may delay acceptance of an application or petition (considering it incomplete), or may delay final action or approval of the associated proposal, until the applicant pays such fees or the specified percentage thereof. Development review fees that are assigned to the applicant, but that are not actually paid, may then be imposed by the City as a special charge on the affected property.

Section A: Background Information

----- To be filled out by the Applicant/Property Owner -----

Name of Applicant: Bajram Spahijacki

Applicant's Mailing Address: 162 W Main St
White Water Wis. 53190

Applicant's Phone Number: 630-383-6292

Applicant's Email Address: 1986Drillon@gmail.com

Project Information:

Name/Description of Development: Fanatico Spain LLC

Address of Development Site: 162 W Main St

Tax Key Number(s) of Site: 47-4430 T10

Property Owner Information (if different from applicant):

Name of Property Owner: _____

Property Owner's Mailing Address: _____

Section B: Applicant/Property Owner Cost Obligations

----- To be filled out by the Neighborhood Services Department -----

Under this agreement, the applicant shall be responsible for the costs indicated below. In the event the applicant fails to pay such costs, the responsibility shall pass to the property owner, if different. Costs may exceed those agreed to herein only by mutual agreement of the applicant, property owner, and City. If and when the City believes that actual costs incurred will exceed those listed below, for reasons not anticipated at the time of application or under the control of the City administration or consultants, the Neighborhood Services Director or his agent shall notify the applicant and property owner for their approval to exceed such initially agreed costs. If the applicant and property owner do not approve such additional costs, the City may, as permitted by law, consider the application withdrawn and/or suspend or terminate further review and consideration of the development application. In such case, the applicant and property owner shall be responsible for all consultant costs incurred up until that time.

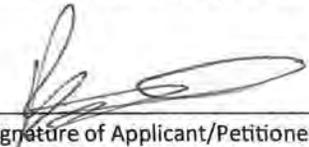
- A. Application Fee.....\$ _____
- B. Expected Planning Consultant Review Cost\$ _____
- C. Total Cost Expected of Applicant (A+B)\$ _____
- D. 25% of Total Cost, Due at Time of Application.....\$ _____
- E. Project Likely to Incur Additional Engineering or Other Consultant Review Costs? < Yes < No

The balance of the applicant’s costs, not due at time of application, shall be payable upon applicant receipt of one or more itemized invoices from the City. If the application fee plus actual planning and engineering consultant review costs end up being less than the 25% charged to the applicant at the time of application, the City shall refund the difference to the applicant.

Section C: Agreement Execution

----- To be filled out by the Applicant and Property Owner -----

The undersigned applicant and property owner agree to reimburse the City for all costs directly or indirectly associated with the consideration of the applicant’s proposal as indicated in this agreement, with 25% of such costs payable at the time of application and the remainder of such costs payable upon receipt of one or more invoices from the City following the execution of development review services associated with the application.



Signature of Applicant/Petitioner

Bajram Spahijacki

Printed Name of Applicant/Petitioner

7-8-15

Date of Signature

Signature of Property Owner (if different)

Printed Name of Property Owner (if different)

Date of Signature

WORK STATION

WINE
BAR
liquor storage

WORK
STATIONS

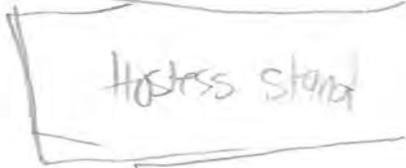


Table

Table

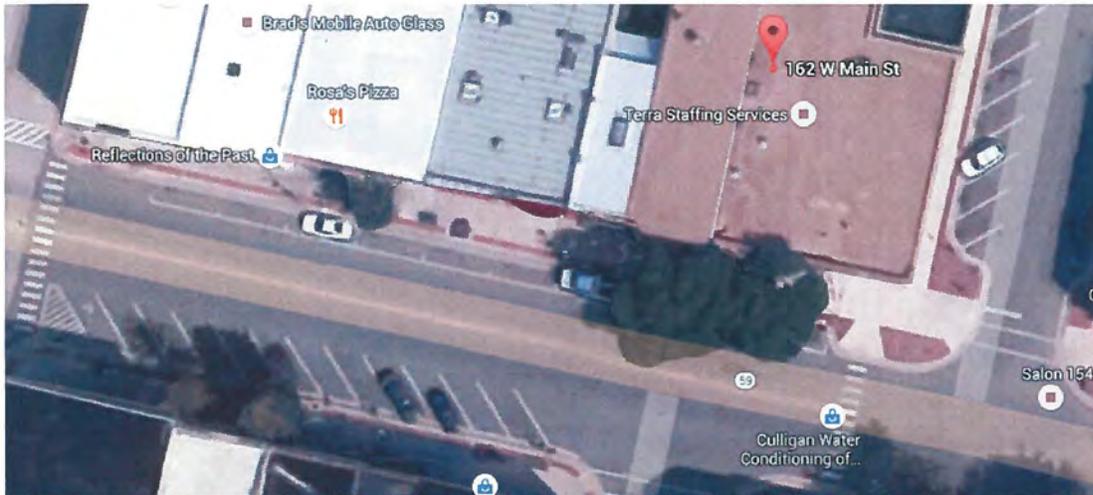
Table

Table



FRONT BAR





M E M O R A N D U M

To: City of Whitewater Plan and Architectural Review Commission

From: Christine Munz-Pritchard, City Planner

Date: August 10th 2015

Re: **Item # 6** Proposed building on R-3A Residential Overlay District at 527, 531 -533 and 601 W Main Street (tax parcel # WUP 00242, WUP 00241 and /WUP 00240) for HIS Rentals LLC (Robert Freiermuth Jr.). Proposed building review is a condition of the R-3A rezone as requested by the City of Whitewater Plan and Architectural Review Commission (Board). The Rezone meeting was held on April 13th 2015 item #10.

Summary of Request		
Requested Approvals:	Proposed building on R-3A Residential Overlay District	
Location:	Main Street and S. Boone Court	
Current Land Use:	Residential	
Proposed Land Use:	Higher density	
Current Zoning:	R-3A University Residential Density Overlay	
Proposed Zoning:	R-3A University Residential Density Overlay	
Comprehensive Plan's Future Land Use:	Higher Density Residential	
Surrounding <i>Zoning</i> and Current Land Uses:		
Northwest:	North:	Northeast:
R-3 Multi Family Residence District	R-3 Multi Family Residence District	R-3 Multi Family Residence District
West:	Subject Property	East:
R-3 Multi Family Residence District		PD Planned Development
Southwest:	South:	Southeast:
R-3 Multi Family Residence District	R-3 Multi Family Residence District	R-3 Multi Family Residence District

Description of the Proposal:

Currently there are Three (3) existing buildings, with each of the buildings located on its own lot. The address of the existing buildings are 527, 531 -533 and 601 W Main Street (tax parcel # WUP 00242, WUP 00241 and /WUP 00240). The properties are located on the South side of Main Street. Two (2) of the buildings currently have access through the rear of the property from South Boone Ct. The current zoning is R-3A University Residential Density Overlay District, established by Chapter 19.22 of the Zoning Ordinance. The proposed building review is a condition of the R-3A rezone as requested by the Board. The Rezone Board meeting was held on April 13th 2015 item #10. This proposal will create a new buildable lot for the construction of a new two family attached dwelling (duplex building). Each dwelling unit with consist of 5 bedrooms, two baths, a living area and kitchen. This project includes a proposed Certified Survey Map (CSM).

PLANNER’S RECOMMENDATIONS:

I recommend that the Plan and Architectural Review Commission recommend approval of the proposed building to be located in the R-3A Overlay Zoning District, subject to the finding presented below.

SUGGESTED FINDING TO BE MADE BY THE PLAN COMMISSION

1. There are known stormwater issues in this area. The City is requesting that the applicant work with the Public Works Department and Strand (City Engineers) to resolve issues created by an additional building on this site. The building permit will be issued by the City only after the plans are approved by all necessary Departments in the City.
2. The parking requires minimum:
 - a. Access easements and parking easements must be established for all buildings represented on these plans. Easement shall be recorded and referenced on the CSM.
 - b. All surfaces of the parking area must be graded and surfaced with a hard surface material such as concrete or asphalt.
 - c. Minimum number of parking stalls is located below.

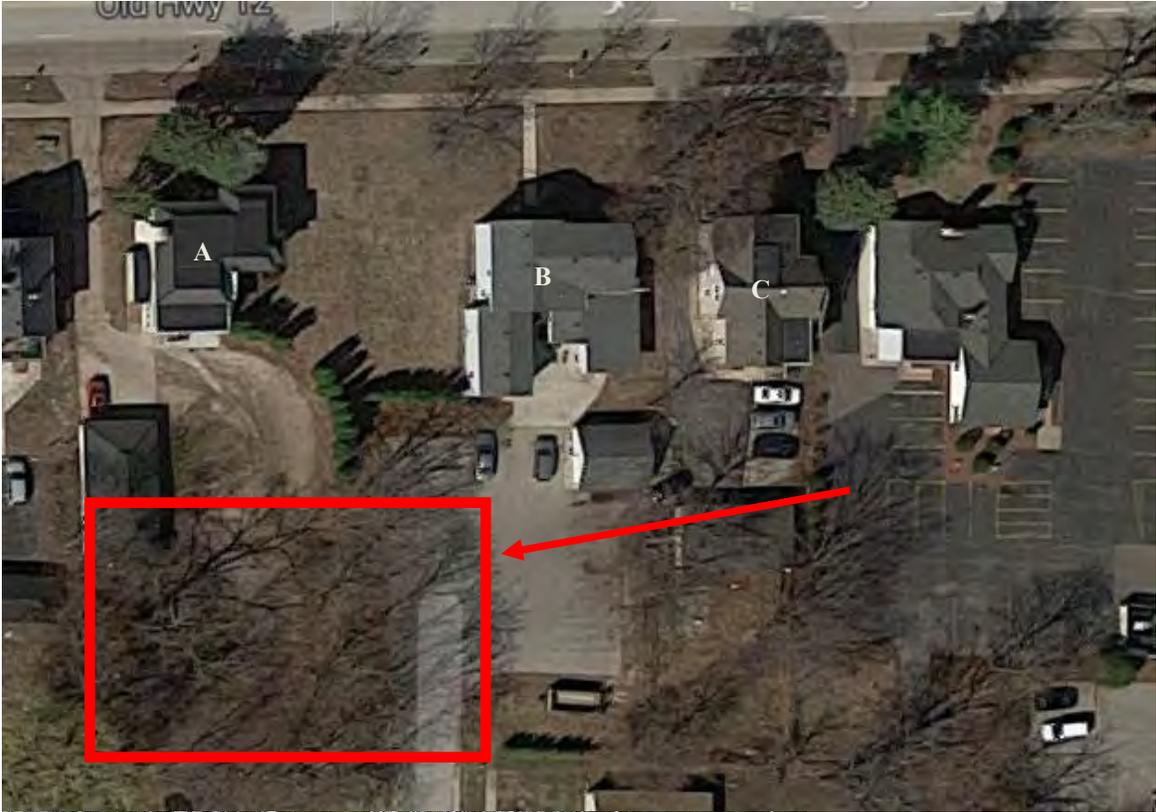
		Bedroom per unit	# of Stalls
531/533	Main St.	5	3
		5	3
601/603	Main St.	5	3
		4	3
527	Main St.	3	2
		3	2
Proposed		5	3
		5	3
			22

3. Plans do not indicate the location of usable open space (19.21.070 B).
4. Landscaping is to be sent to the Urban Forestry Committee for recommendations.
5. Any other conditions identified by City Staff or the Plan Commission.

Analysis of Proposed Conditional Use Permit for: Main Street and S. Boone Court

Conditional Use Permit Review Standards per Section 19.66.050:

STANDARD	EVALUATION	COMMENTS
1. The establishment, maintenance, or operation of the conditional use will not create a nuisance for neighboring uses or substantially reduce the values of property.	Yes	The Duplex reflects the other surrounding properties.
2. Adequate utilities, access roads, parking, drainage, landscaping, and other necessary site improvements are being provided.	No	The current plans do not indicate parking, drainage, and access easements.
3. The conditional use conforms to all applicable regulations of the district in which it is located, unless otherwise specifically exempted in this ordinance or through variance.	No	There must be a CSM or a variance for more than one principle structure on a lot.
4. The conditional use conforms to the purpose and intent of the city master (comprehensive) plan.	Yes	The area calls for a High Density development. This matches the future land use map and the zoning overlay permission areas.
5. The conditional use and structures are consistent with sound planning and zoning principles.	Yes	The project is consistent with the use and density requirements of the R-3A District and the Comprehensive Plan.



A= 603 W Main St
B= 531- 533
W Main St
C= 527 W Main St





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

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

TO ALL INTERESTED PARTIES:

A meeting of the PLAN AND ARCHITECTURAL REVIEW COMMISSION of the City of Whitewater will be held at the Whitewater Municipal Building Community Room located at 312 W. Whitewater Street on the 10th day of August, 2015, at 6:30 p.m. to review the proposed certified survey map to divide three lots into four lots to build a new duplex on the 4th lot and review the proposed site plan at 527, 531-533, and 601-603 W. Main Street for Robert E. Freiermuth.

The proposal is on file in the office of the Zoning Administrator 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.

The above 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.


Chris Munz-Pritchard, Neighborhood Services Director/City Planner

TaxKey	Owner1	Owner2	Address1	City	State	Zip
/CL 00004	CS WHITEWATER RENTALS LLC		505 MEADOWVIEW LN	JOHNSON CREEK	WI	53038-0000
/CL 00005	MAIN STREET WHITEWATER LLC		W9597 BREIDSAN HILL DR	WHITEWATER	WI	53190-0000
/CL 00005A	WHITEWATER DEVELOPMENT LLC		PO BOX 239	WHITEWATER	WI	53190-0000
/CL 00006	MAIN STREET WHITEWATER LLC		PO BOX 126	WHITEWATER	WI	53190-0000
/CL 00006A	DLK 532 WEST CENTER LLC		PO BOX 239	WHITEWATER	WI	53190-0000
/CL 00007	KACHEL 524 WEST CENTER LLC		PO BOX 239	WHITEWATER	WI	53190-0000
/CL 00008	HIRD RENTAL PROPERTIES LLC		11925 W RAWSON AVE	FRANKLIN	WI	53132-0000
/CL 00009	LEE L DANIELS TRUST	ROBERT F KANTIN TRUST	3445 CEDAR DR	PARK CITY	UT	84098-0000
/CL 00010	FIRST UNITED METHODIST CHURCH		145 S. PRAIRIE ST	WHITEWATER	WI	53190-0000
/CL 00018	KACHEL 210 SOUTH FRANKLIN LLC		PO BOX 239	WHITEWATER	WI	53190-0000
/CL 00019	DLK ENTERPRISES INC		PO BOX 239	WHITEWATER	WI	53190-0000
/FJ 00001	JOHN J TINCHER TRUST		N1190 COUNTY HWY N	WHITEWATER	WI	53190-0000
/FJ 00002	WILLIAM J WOOD	HEIDI S WOOD	123 N ESTERLY AVE	WHITEWATER	WI	53190-0000
/FJ 00024	DELTA ZETA SORORITY		604 W MAIN ST	WHITEWATER	WI	53190-0000
/FJ 00025	MALVINA F BAICA		122 N ESTERLY AVE	WHITEWATER	WI	53190-0000
/WUP 00098	JOHN J TINCHER TRUST		N1190 CTY HWY N	WHITEWATER	WI	53190-0000
/WUP 00099	JOHN J TINCHER TRUST		N1190 CTY HWY N	WHITEWATER	WI	53190-0000
/WUP 00100D2	RICHARD R TRIEBOLD	JUDITH V TRIEBOLD	124 N FRANKLIN	WHITEWATER	WI	53190-0000
/WUP 00100E	SANGER MARSH HOUSE LLC		522 W MAIN ST	WHITEWATER	WI	53190-0000
/WUP 00101	RICHARD W LANDSEE	ROBERTA LANDSEE	614 W MAIN ST	WHITEWATER	WI	53190-0000
/WUP 00102	JERALD WENDT	NANCY WENDT	622 W MAIN ST	WHITEWATER	WI	53190-0000
/WUP 00103	LADWIG & VOS INC		140 LONGMEADOW DR	BURLINGTON	WI	53105-0000
/WUP 00104	JAMES D UHRICH	BRADLEY D LOWREY	PO BOX 233	WHITEWATER	WI	53190-0000
/WUP 00113	BASSETT HOUSE			WHITEWATER	WI	53190-0000
/WUP 00234	DLK ENTERPRISES INC		PO BOX 239	WHITEWATER	WI	53190-0000
/WUP 00235	JAMES D UHRICH	BRADLEY D LOWREY	PO BOX 233	WHITEWATER	WI	53190-0000
/WUP 00236	WHITEWATER DELTA CHI HOUSING CORP INC		1215 HEATHER LN	GLENVIEW	IL	60025-0000
/WUP 00237	MAIN STREET WHITEWATER LLC		W9597 BREIDSAN HILL DR	WHITEWATER	WI	53190-0000
/WUP 00238	KACHEL 200 SOUTH FRANKLIN LLC		PO BOX 239	WHITEWATER	WI	53190-0000
/WUP 00239	DLK ENTERPRISES INC		PO BOX 239	WHITEWATER	WI	53190-0000
/WUP 00240	STARIN PRINCE RENTALS LLC		W9597 BREIDSAN HILLS DR	WHITEWATER	WI	53190-0000
/WUP 00241	MAIN STREET WHITEWATER LLC		W9597 BREIDSAN HILL DR	WHITEWATER	WI	53190-0000
/WUP 00242	MAIN STREET WHITEWATER LLC		W9597 BREIDSAN HILL DR	WHITEWATER	WI	53190-0000
/WUP 00243	MERCY HOSPITAL OF JANESVILLE	C/O VICE PRESIDENT OF FINANCE	1000 MINERAL POINT AVE	JANESVILLE	WI	53545-0000
/WUP 00244	MERCY HOSPITAL OF JANESVILLE	C/O VICE PRESIDENT OF FINANCE	1000 MINERAL POINT AVE	JANESVILLE	WI	53545-0000
/WUP 00245	LADWIG & VOS INC		140 LONGMEADOW DR	BURLINGTON	WI	53105-0000
/WUP 00246	CONGREGATIONAL CHURCH		130 S CHURCH ST	WHITEWATER	WI	53190-0000
/WUP 00248	DLK 152 SOUTH FRANKLIN LLC		PO BOX 239	WHITEWATER	WI	53190-0000
/WUP 00248A	KACHEL 518 WEST CENTER LLC		PO BOX 239	WHITEWATER	WI	53190-0000
/WUP 00252	CHURCH C/O ST JOHN'S EVANGELICAL	LUTHERAN CHURCH	116 S. CHURCH ST	WHITEWATER	WI	53190-0000

NOTICE: The Plan Commission meetings are scheduled on the 2nd Monday of each month. All completed plans must be in by 9:00 a.m. four weeks prior to the scheduled meeting. If not, the item will be placed on the next available Plan Commission meeting agenda.

CITY OF WHITEWATER
PLAN REVIEW APPLICATION PROCEDURE

1. File the application with the Code Enforcement Director's Office at least four weeks prior to the meeting. \$100.00 fee. Filed on 7-15-15.
2. Agenda Published in Official Newspaper on 8-6-15.
3. Notices of the public review mailed to property owners on 7-28-15.
4. Plan Commission holds the public review on 8-10-15. They will hear comments of the Petitioner and comments of property owners. Comments may be made in person or in writing.
5. At the conclusion of the public review, the Plan Commission makes a decision.

PLEASE COMPLETE THE FOLLOWING APPLICATION.

Refer to Chapter 19.63 of the City of Whitewater Municipal Code of Ordinances, entitled PLAN REVIEW, for more information on the application.

Twenty complete sets of all plans should be submitted. All plans should be drawn to a scale of not less than 50 feet to the inch; represent actual existing and proposed site conditions in detail; and indicate the name, address, and phone number of the applicant, land owner, architect, engineer, landscape designer, contractor, or others responsible for preparation. It is often possible and desirable to include two or more of the above 8 plans on one map. The Zoning Administrator or Plan and Architectural Review Commission may request more information, or may reduce the submittal requirements. If any of the above 10 plans is not submitted, the applicant should provide a written explanation of why it is not submitted.

SITE PLAN SUBMITTAL REQUIREMENTS

This checklist must be completed before making application for a City of Whitewater Zoning/Building Permit. If not complete, the application will be returned to the owner and will not proceed until all information and forms are complete.

Drawings must be legible and drawn to scale not less than 1/4" per foot unless noted.

Address of Project Boone Court
Zoning of Property R-3 A

1. **Site Plan**, including the location and dimensions of all buildings, parking, loading, vehicle and pedestrian circulation, signs, walls, fences, other structures, outdoor storage areas, mechanicals, and dumpsters. Adjacent streets and uses and methods for screening parking, loading, storage, mechanical, and dumpster areas should be shown. Statistics on lot area, green space percentage, and housing density should be provided. The Plan Commission encourages compliance with its adopted parking lot curbing policy.
2. **Natural Features Inventory Map**, showing the existing limits of all water bodies, wetlands, floodplains, existing trees with trunks more than 4 inches in diameter, and any other exceptional natural resource features on all or part of the site.
3. **Landscape Plan**, prepared by a professional, and showing an overhead view of all proposed landscaping and existing landscaping to remain. The species, size at time of planting, and mature size should be indicated for all plantings. Areas to be left in green space should be clearly delineated. The Plan Commission encourages compliance with its adopted landscaping guidelines, available from the Zoning Department.
4. **Grading and drainage plan**, meeting the City's stormwater management ordinance if required. The plan should show existing and proposed surface elevations on the site at two foot intervals or less, and proposed stormwater management improvements, such as detention/retention facilities where required. Stormwater calculations may be required.
5. **Utilities plan**, showing locations and sizes of existing and proposed connections to sanitary sewer, water, and storm sewer lines, along with required easements. Sampling manholes may be required for sanitary sewer. The City's noise ordinance must be met.
6. **Building elevations**, showing the dimensions, colors, and materials used on all sides of the building. The Plan Commission encourages variety and creativity in building colors and architectural styles, while respecting the character of the surrounding neighborhood.
7. **Sign plan**, meeting the City's sign ordinance, and showing the location, height, dimensions, color, materials, lighting and copy area of all signage.
8. **Lighting plan**, meeting the City's lighting ordinance, and showing the location, height, type, orientation, and power of all proposed outdoor lighting—both on poles and on buildings. Cut sheets and photometric plans may be required for larger projects.

9. **Floor plan** which shows:

- A. The size and locations of:
- 1) Rooms;
 - 2) Doors;
 - 3) Windows;
 - 4) Structural features - size, height and thickness of wood, concrete and/or masonry construction;
 - 5) Exit passageways (hallways) and stairs (including all stair dimensions - riser height, tread width, stair width, headroom and handrail heights);
 - 6) Plumbing fixtures (bathroom, kitchen, etc.) - lavatory, water closet, water heater, softener, etc.;
 - 7) Chimney(s) - include also the type of construction (masonry or factory built);
 - 8) Heating equipment;
 - 9) Cooling equipment (central air conditioning, if provided);
 - 10) Attic and crawl space access; and
 - 11) Fire separation between dwelling and garage.
 - 12) Electrical service entrance/transformer location.

10. **Elevation drawings** which show:

- A. Information on exterior appearance (wood, stone, brick, block, colors);
- B. Indicate the location, size and configuration of doors, windows, roof chimneys and exterior grade level.
- C. Indicate color of Trim _____, Siding _____, Roofing _____.
- D. Electrical service entrance/transformer location.

11. **Type of Project:**

- A. Single family;
- B. Duplex;
- C. Multifamily # units _____;
Condominium # units _____;
Sorority # units _____;
Fraternity # units _____;
- D. Office/Store;
- E. Industrial;
- F. Parking lot # of stalls _____;
- G. Other;

Certified Survey Map + Site Approval of Duplex

City of Whitewater
Application for Plan Review

IDENTIFICATION AND INFORMATION ON APPLICANT(S):

Applicant's Name: Robert E. Freiermuth
Applicant's Address: PO BOX 126 Whitewater WI 53190
Phone # 262-949-2390

Owner of Site, according to current property tax records (as of the date of the application):
Street address of property: Boone Court
Legal Description (Name of Subdivision, Block and Lot or other Legal Description):
Agent or Representative assisting in the Application (Engineer, Architect, Attorney, etc.)
Name of Individual: Robert E. Freiermuth
Name of Firm: Design Alliance
Office Address: _____
Phone: 920-563-3404
Name of Contractor: Mark Mirza Survey 262-949-1239
Has either the applicant or the owner had any variances issued to them, on any property? YES NO
If YES, please indicate the type of variance issued and indicate whether conditions have been complied with.

EXISTING AND PROPOSED USES:

Current Land Use:
Principal Use: _____
Accessory or Secondary Uses: _____
Proposed Use
Create a Certified Survey Map Creating a new lot to build a new Duplex.
No. of occupants proposed to be accomodated: 10 people
No. of employees: _____
Zoning District in which property is located: R-3A
Section of City Zoning Ordinance that identifies the proposed land use in the Zoning District in which the property is located: _____

PLANS TO ACCOMPANY APPLICATION

Applications for permits shall be accompanied by drawings of the proposed work, drawn to scale, showing, when necessary, floor plans, sections, elevations, structural details, computations and stress diagrams as the building official may require.

PLOT PLAN

When required by the building official, there shall be submitted a plot plan in a form and size designated by the building official for filing permanently with the permit record, drawn to scale, with all dimension figures, showing accurately the size and exact location of all proposed new construction and the relation to other existing or proposed buildings or structures on the same lot, and other buildings or structures on adjoining property within 15 feet of the property lines. In the case of demolition, the plot plan shall show the buildings or structures to be demolished and the buildings or structures on the same lot that are to remain.

STANDARDS

STANDARD	APPLICANT'S EXPLANATION
A. The proposed structure, addition, alteration or use will meet the minimum standards of this title for the district in which it is located;	Yes
B. The proposed development will be consistent with the adopted city master plan;	Yes
C. The proposed development will be compatible with and preserve the important natural features of the site;	Yes
D. The proposed use will not create a nuisance for neighboring uses, or unduly reduce the values of an adjoining property;	No Increase in Values Will occur

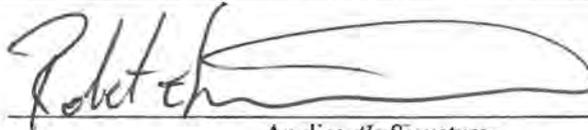
STANDARD	APPLICANT'S EXPLANATION
E. The proposed development will not create traffic circulation or parking problems;	No - IT Will Clean it up
F. The mass, volume, architectural features, materials and/or setback of proposed structures, additions or alterations will appear to be compatible with existing buildings in the immediate area;	yes
G. Landmark structures on the National Register of Historic Places will be recognized as products of their own time. Alterations which have no historical basis will not be permitted;	yes
H. The proposed structure, addition or alteration will not substantially reduce the availability of sunlight or solar access on adjoining properties.	No

CONDITIONS

The City of Whitewater Zoning Ordinance authorizes the Plan Commission to place conditions on approved uses. Conditions can deal with the points listed below (Section 19.63.080). Be aware that there may be discussion at the Plan Commission in regard to placement of such conditions upon your property. You may wish to supply pertinent information.

"Conditions" such as landscaping, architectural design, type of construction, construction commencement and completion dates, sureties, lighting, fencing, plantation, deed restrictions, highway access restrictions, increased yards or parking requirements may be required by the Plan and Architectural Review Commission upon its finding that these are necessary to fulfill the purpose and intent of this Ordinance.

"Plan Review" may be subject to time limits or requirements for periodic reviews where such requirements relate to review standards.



Applicant's Signature

7-13-15
Date

APPLICATION FEES:

Fee for Plan Review Application: \$100

Date Application Fee Received by City 7-15-15 Receipt No. 6.012031

Received by J. Wegner

TO BE COMPLETED BY CODE ENFORCEMENT/ZONING OFFICE:

Date notice sent to owners of record of opposite & abutting properties: 7-28-15
Date set for public review before Plan & Architectural Review Board: 8-10-15

ACTION TAKEN:

Plan Review: _____ Granted _____ Not Granted by Plan & Architectural Review Commission.

CONDITIONS PLACED UPON PERMIT BY PLAN AND ARCHITECTURAL REVIEW COMMISSION:

Signature of Plan Commission Chairman

Date



Tips for Minimizing Your Development Review Costs: A Guide for Applicants

The City of Whitewater assigns its consultant costs associated with reviewing development proposals to the applicant requesting development approval. These costs can vary based on a number of factors. Many of these factors can at least be partially controlled by the applicant for development review. The City recognizes that we are in a time when the need to control costs is at the forefront of everyone's minds. The following guide is intended to assist applicants for City development approvals understand what they can do to manage and minimize the costs associated with review of their applications. The tips included in this guide will almost always result in a less costly and quicker review of an application.

Meet with Neighborhoods Services Department before submitting an application

If you are planning on submitting an application for development review, one of the first things you should do is have a discussion with the City's Neighborhood Services Department. This can be accomplished either by dropping by the Neighborhood Services Department counter at City Hall, or by making an appointment with the Neighborhood Services Director. Before you make significant investments in your project, the Department can help you understand the feasibility of your proposal, what City plans and ordinances will apply, what type of review process will be required, and how to prepare a complete application.

Submit a complete and thorough application

One of the most important things you can do to make your review process less costly to you is to submit a complete, thorough, and well-organized application in accordance with City ordinance requirements. The City has checklists to help you make sure your application is complete. To help you prepare an application that has the right level of detail and information, assume that the people reviewing the application have never seen your property before, have no prior understanding of what you are proposing, and don't necessarily understand the reasons for your request.

For more complex or technical types of projects, strongly consider working with an experienced professional to help prepare your plans

Experienced professional engineers, land planners, architects, surveyors and landscape architects should be quite familiar with standard development review processes and expectations. They are also generally capable of preparing high-quality plans that will ultimately require less time (i.e., less cost for you) for the City's planning and engineering consultants to review, saving you money in the long run. Any project that includes significant site grading, stormwater management, or utility work; significant landscaping; or significant building remodeling or expansion generally requires professionals in the associated fields to help out.

For simpler projects, submit thorough, legible, and accurate plans

For less complicated proposals, it is certainly acceptable to prepare plans yourself rather than paying to have them prepared by a professional. However, keep in mind that even though the project may be less complex, the City's staff and planning consultant still need to ensure that your proposal meets all City



Tips for Minimizing Your Development Review Costs: A Guide for Applicants

requirements. Therefore, such plans must be prepared with care. Regardless of the complexity, all site, building, and floor plans should:

1. Be drawn to a recognized scale and indicate what the scale is (e.g., 1 inch = 40 feet).
2. Include titles and dates on all submitted documents in case pieces of your application get separated.
3. Include clear and legible labels that identify streets, existing and proposed buildings, parking areas, and other site improvements.
4. Indicate what the property and improvements look like today versus what is being proposed for the future.
5. Accurately represent and label the dimensions of all lot lines, setbacks, pavement/parking areas, building heights, and any other pertinent project features.
6. Indicate the colors and materials of all existing and proposed site/building improvements. Including color photos with your application is one inexpensive and accurate way to show the current condition of the site. Color catalog pages or paint chips can be included to show the appearance of proposed signs, light fixtures, fences, retaining walls, landscaping features, building materials, or other similar improvements.

Submit your application well in advance of the Plan and Architectural Review Commission meeting

The City normally requires that a complete application be submitted four weeks in advance of the Commission meeting when it will be considered. For simple submittals not requiring a public hearing, this may be reduced to two weeks in advance. The further in advance you can submit your application, the better for you and everyone involved in reviewing the project. Additional review time may give the City's planning consultant and staff an opportunity to communicate with you about potential issues with your project or application and allow you time to efficiently address those issues before the Plan and Architectural Review Commission meeting. Be sure to provide reliable contact information on your application form and be available to respond to such questions or requests in a timely manner.

For more complex projects, submit your project for conceptual review

A conceptual review can be accomplished in several ways depending on the nature of your project and your desired outcomes.

1. Preliminary plans may be submitted to City staff and the planning consultant for a quick, informal review. This will allow you to gauge initial reactions to your proposal and help you identify key issues;
2. You may request a sit-down meeting with the Neighborhood Services Director and/or planning consultant to review and more thoroughly discuss your proposal; and/or
3. You can ask to be placed on a Plan and Architectural Review Commission meeting agenda to present and discuss preliminary plans with the Commission and gauge its reaction before formally submitting your development review application.

Overall, conceptual reviews almost always save time, money, stress, and frustration in the long run for everyone involved. For this reason, the City will absorb up to \$200 in consultant review costs for conceptual review of each project.



Tips for Minimizing Your Development Review Costs: A Guide for Applicants

Hold a neighborhood meeting for larger and potentially more controversial projects

If you believe your project falls into one or both of these two categories (City staff can help you decide), one way to help the formal development review process go more smoothly is to host a meeting for the neighbors and any other interested members of the community. This would happen before any Plan and Architectural Review Commission meeting and often before you even submit a formal development review application.

A neighborhood meeting will give you an opportunity to describe your proposal, respond to questions and concerns, and generally address issues in an environment that is less formal and potentially less emotional than a Plan and Architectural Review Commission meeting. Neighborhood meetings can help you build support for your project, understand others' perspectives on your proposals, clarify misunderstandings, and modify the project and alleviate public concerns before the Plan and Architectural Review Commission meetings. Please notify the City Neighborhood Services Director of your neighborhood meeting date, time, and place; make sure all neighbors are fully aware (City staff can provide you a mailing list at no charge); and document the outcomes of the meeting to include with your application.



Typical City Planning Consultant Development Review Costs

The City often utilizes assistance from a planning consultant to analyze requests for land development approvals against City plans and ordinances and assist the City's Plan and Architectural Review Commission and City Council on decision making. Because it is the applicant who is generating the need for the service, the City's policy is to assign most consultant costs associated with such review to the applicant, as opposed to asking general taxpayer to cover these costs.

The development review costs provided below represent the planning consultant's range of costs associated with each particular type of development review. This usually involves some initial analysis of the application well before the public meeting date, communication with the applicant at that time if there are key issues to resolve before the meeting, further analysis and preparation of a written report the week before the meeting, meeting attendance, and sometimes minor follow-up after the meeting. Costs vary depending on a wide range of factors, including the type of application, completeness and clarity of the development application, the size and complexity of the proposed development, the degree of cooperation from the applicant for further information, and the level of community interest. The City has a guide called "Tips for Minimizing Your Development Review Costs" with information on how the applicant can help control costs.

Type of Development Review Being Requested	Planning Consultant Review Cost Range
Minor Site/Building Plan (e.g., minor addition to building, parking lot expansion, small apartment, downtown building alterations)	
When land use is a permitted use in the zoning district, and for minor downtown building alterations	Up to \$600
When use also requires a conditional use permit, and for major downtown building alterations	\$700 to \$1,500
Major Site/Building Plan (e.g., new gas station/convenience store, new restaurant, supermarket, larger apartments, industrial building)	
When land use is a permitted use in the zoning district	\$700 to \$2,000
When land use also requires a conditional use permit	\$1,600 to \$12,000
Conditional Use Permit with no Site Plan Review (e.g., home occupation, sale of liquor request, substitution of use in existing building)	\$up to \$600
Rezoning	
To a standard (not PCD) zoning district	\$400 to \$2,000
To Planned Community Development zoning district, assuming complete GDP & SIP application submitted at same time	\$2,100 to \$12,000
Land Division	
Certified Survey Map	Up to \$300
Preliminary Subdivision Plat	\$1,500 to \$3,000
Final Plat (does not include any development agreement time)	\$500 to \$1,500
Annexation	\$200 to \$400
<p>Note on Potential Additional Review Costs: The City also retains a separate engineering consultant, who is typically involved in larger projects requiring stormwater management plans, major utility work, or complex parking or road access plans. Engineering costs are not included above, but will also be assigned to the development review applicant. The consultant planner and engineer closely coordinate their reviews to control costs.</p>	



Cost Recovery Certificate and Agreement

The City may retain the services of professional consultants (including planners, engineers, architects, attorneys, environmental specialists, and recreation specialists) to assist in the City's review of an application for development review coming before the Plan and Architectural Review Commission, Board of Zoning Appeals, and/or Common Council. In fact, most applications require some level of review by the City's planning consultant. City of Whitewater staff shall retain sole discretion in determining when and to what extent it is necessary to involve a professional consultant in the review of an application.

The submittal of an application or petition for development review by an applicant shall be construed as an agreement to pay for such professional review services associated with the application or petition. The City may apply the charges for these services to the applicant and/or property owner in accordance with this agreement. The City may delay acceptance of an application or petition (considering it incomplete), or may delay final action or approval of the associated proposal, until the applicant pays such fees or the specified percentage thereof. Development review fees that are assigned to the applicant, but that are not actually paid, may then be imposed by the City as a special charge on the affected property.

Section A: Background Information

----- To be filled out by the Applicant/Property Owner -----

Applicant's Information:

Name of Applicant: _____

Applicant's Mailing Address: _____

Applicant's Phone Number: _____

Applicant's Email Address: _____

Robert E Freidmuth
PO Box 126
Whitewater WI 53190
262-949-2390
Bob @ ASI Rentals.com

Project Information:

Name/Description of Development: _____

Address of Development Site: _____

Tax Key Number(s) of Site: _____

Certified Survey Map/Site Approval
Basne Court

Property Owner Information (if different from applicant):

Name of Property Owner: _____

Property Owner's Mailing Address: _____

Same



Cost Recovery Certificate and Agreement

Section B: Applicant/Property Owner Cost Obligations

----- To be filled out by the City's Neighborhood Services Director -----

Under this agreement, the applicant shall be responsible for the costs indicated below. In the event the applicant fails to pay such costs, the responsibility shall pass to the property owner, if different. Costs may exceed those agreed to herein only by mutual agreement of the applicant, property owner, and City. If and when the City believes that actual costs incurred will exceed those listed below, for reasons not anticipated at the time of application or under the control of the City administration or consultants, the Neighborhood Services Director or his agent shall notify the applicant and property owner for their approval to exceed such initially agreed costs. If the applicant and property owner do not approve such additional costs, the City may, as permitted by law, consider the application withdrawn and/or suspend or terminate further review and consideration of the development application. In such case, the applicant and property owner shall be responsible for all consultant costs incurred up until that time.

- A. Application Fee.....\$ _____
- B. Expected Planning Consultant Review Cost\$ _____
- C. Total Cost Expected of Applicant (A+B).....\$ _____
- D. 25% of Total Cost, Due at Time of Application.....\$ _____
- E. Project Likely to Incur Additional Engineering or Other Consultant Review Costs? Yes No

The balance of the applicant's costs, not due at time of application, shall be payable upon applicant receipt of one or more itemized invoices from the City. If the application fee plus actual planning and engineering consultant review costs end up being less than the 25% charged to the applicant at the time of application, the City shall refund the difference to the applicant.

Section C: Agreement Execution

----- To be filled out by the Applicant and Property Owner -----

The undersigned applicant and property owner agree to reimburse the City for all costs directly or indirectly associated with the consideration of the applicant's proposal as indicated in this agreement, with 25% of such costs payable at the time of application and the remainder of such costs payable upon receipt of one or more invoices from the City following the execution of development review services associated with the application.

Signature of Applicant/Petitioner

Robert E. Freiermuth

Printed Name of Applicant/Petitioner

6-13-15

Date of Signature

Signature of Property Owner (if different)

Printed Name of Property Owner (if different)

Date of Signature

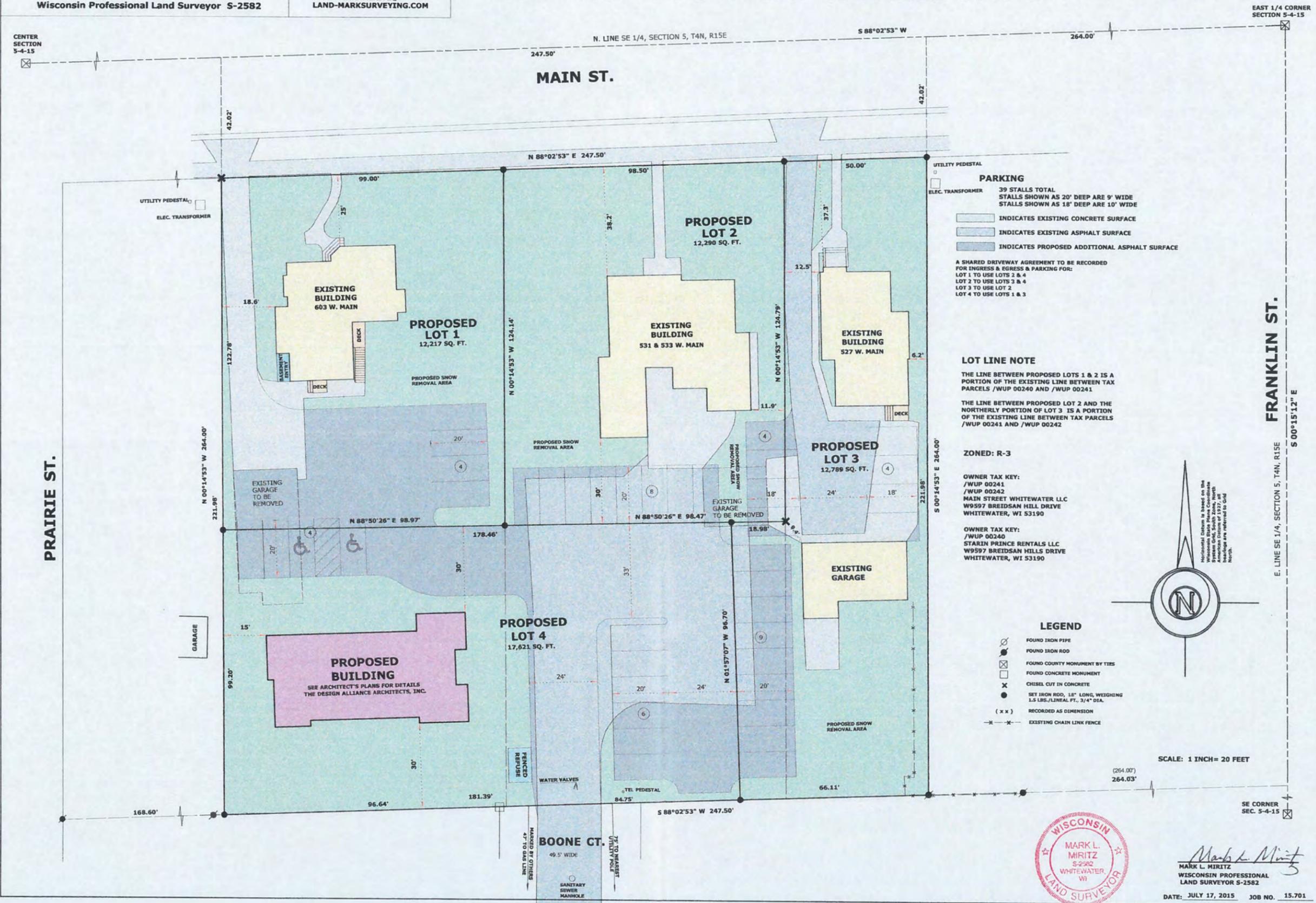
Site Assessment Checklist for Subdivisions (Plats and Certain CSMs)		
ITEM OF INFORMATION	YES	NO
I. Land Resources. Does the project site involve:		
A. Changes in relief and drainage patterns (Attach a topographical map showing, at a minimum, 2-foot contour intervals)	SEE ENGINEER PLANS	
B. A landform or topographical feature including perennial streams		X
C. A floodplain (If "yes," attach 2 copies of the 100-year floodplain limits and the floodway limits)		X
D. An area of soil instability--greater than 18 percent slope and/or organic soils, peats, or mucks at or near the surface as depicted in the applicable "County Soils Atlas"		X
E. An area of bedrock within 6 ft. of the soil surface as depicted in the applicable "County Soils Atlas" or a more detailed source		X
F. An area with groundwater table within 10 feet of the soil surface as described in the applicable "County Soils Atlas" or a more detailed source		X
G. An area with fractured bedrock within 10 feet of the soil surface as depicted in the applicable "County Soils Atlas"		X
H. Prevention of future gravel extraction		X
I. A drainageway with a tributary area of 5 or more acres		X
J. Lot coverage of more than 50 percent impermeable surfaces		X
K. Prime agricultural land as depicted in the applicable "County Soils Atlas" or adopted farm land reservation plans		X
L. Wetlands as depicted on DNR wetland inventory maps or more detailed sources		X
M. Environmental corridors, as mapped by SEWRPC or more detailed sources		X
II. Water Resources. Does the project involve:		
A. Location in an area traversed by a navigable stream, intermittent stream, or dry run		X
B. Impact on the capacity of a stormwater storage system or flow of a waterway within 1 mile	SEE ENGINEER PLANS	

Site Assessment Checklist for Subdivisions (Plats and Certain CSMS) (Continued)		
ITEM OF INFORMATION	YES	NO
C. The use of septic tank(s) for on-site waste disposal		X
D. Lowering of water table by pumping or drainage		X
E. Raising of water table by altered drainage		X
F. Lake or river frontage		X
III. Biological Resources. Does the project involve:		
A. Critical habitat for plants and animals of community interest per DNR or SEWRPC inventory		X
B. Endangered, unusual or rare animal or plant species per DNR or SEWRPC inventory		X
C. Trees with a diameter of 6 or more inches at breast height	X	
D. Removal of over 30 percent of the present trees on the site		X
IV. Human and Scientific Interest per State Historical Society Inventory. Does this project site involve:		
A. An area of archeological interest		X
B. An area of historical interest, including historic buildings or monuments		X
V. Energy, Transportation and Communications.		
A. Would the development increase traffic flow on any arterial or collector street by more than 10 percent based upon the most recent traffic counts and trip generation rates provided by the Institute of Transportation Engineers (ITE)		X
B. Is the land traversed by an existing or planned roadway corridor, as shown on the city's official map or comprehensive plan	X	1
C. Is the land within a highway noise impacted area		X
D. Is the land traversed by an existing or planned utility corridor (gas, electrical, water, sewer, storm, communications)	X	
VI. Population.		

<u>Site Assessment Checklist for Subdivisions</u> (Plats and Certain CSMs)		
ITEM OF INFORMATION	YES	NO
A. Which public school service areas (elementary, middle and high) are affected by the proposed development, and what is their current available capacity?	E: Cap: M: <i>COLLEGE</i> Cap: H: Cap:	
VII. Comments on any of the above which may have significant impact.		
VIII. Appendices and Supporting Material. (NOTE: All "yes" answers must be explained in detail by attaching maps and supportive documentation describing the impacts of the proposed development.)		

(NOTE: The plan commission may waive the filing of a site assessment checklist for subdivisions of less than 5 acres total area.)

SITE PLAN & PROPOSED CERTIFIED SURVEY



Mark L. Miritz
 MARK L. MIRITZ
 WISCONSIN PROFESSIONAL
 LAND SURVEYOR S-2582

Boone Court Apartments

Main Street and Boone Court
Whitewater, Wisconsin

Applicant/Owner

HSI RENTALS
Robert E. Freiermuth
P.O. Box 126
Whitewater, WI

Architect

the Design
Alliance
Architects, Inc.

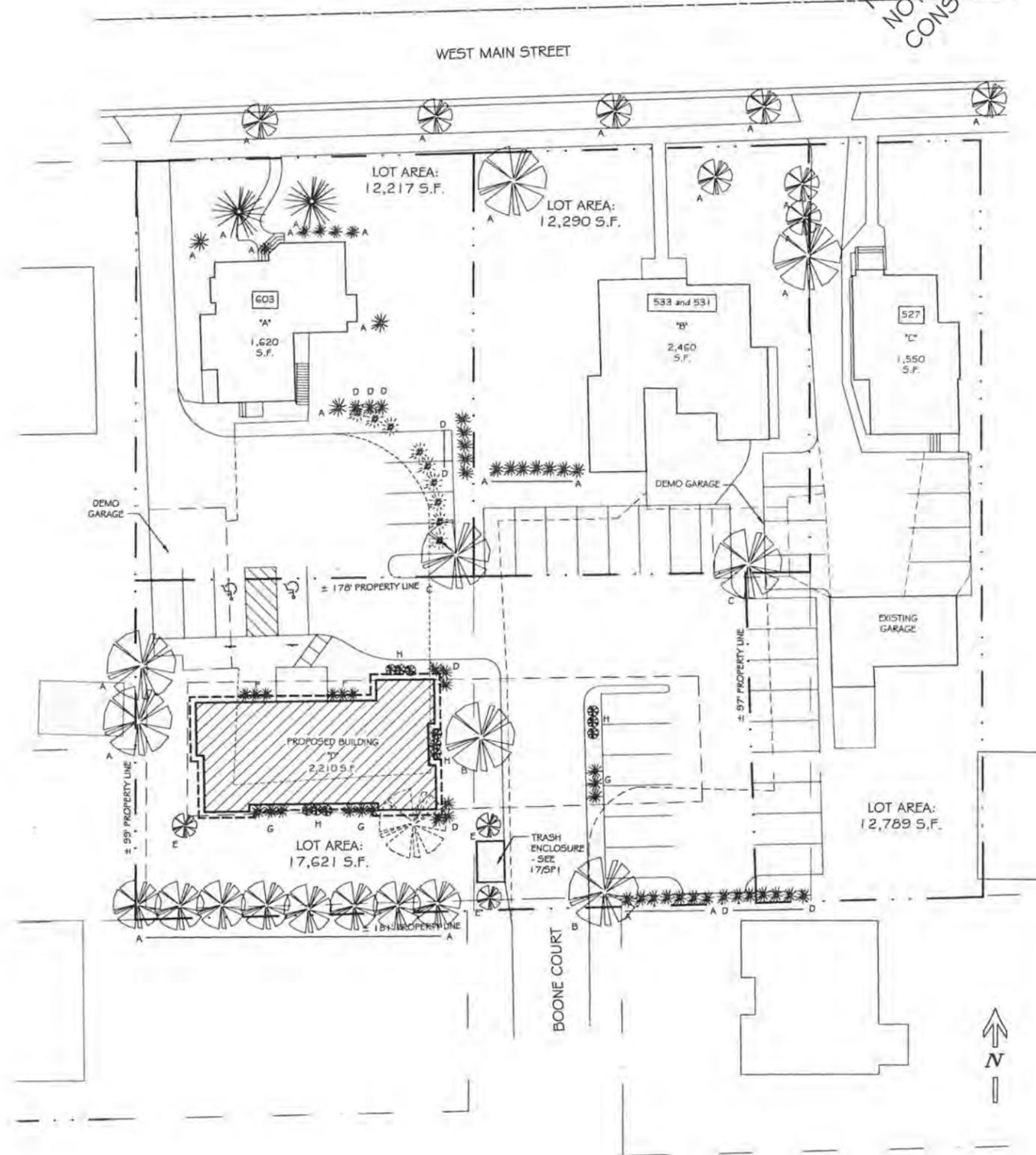
1003 Madison Avenue
Fort Atkinson, WI
(920) 563-3404

Civil Engineer

SEH
501 Maple Avenue
Delafield, WI. 53018



HALF-SCALE
DRAWING
PRELIMINARY
NOT FOR
CONSTRUCTION



PLANTING SCHEDULE

TYPE	DESCRIPTION	PLANTING SIZE	MATURE SIZE	QUANTITY
A	EXISTING TREES TO REMAIN			
B	FREEMAN MAPLE	2" CAL	30' DIA	3
C	HONEYLOCUST SKYLINE	2" CAL	30' DIA	2
D	ARBOR VITAE 'PYRAMIDAL'	3-4'H	6' DIA	21
E	VIBURNUM 'MOLLE'	3-4'H	6' DIA	3
F	JUNIPER 'PFITZER'	18-24"H	4' DIA	6
G	TAXUS 'TAUNTON'	18-24"H	4' DIA	9
H	DWARF SPIRAEA 'FRODELLI'	15-18"H	3' DIA	12

20
SP2

LANDSCAPE PLAN
SCALE: 1" = 20'
2015\151 Boone Court\15C-drawings.dwg
DATE: June 5, 2015

Design Alliance Architects, Inc.
1001 Madison Avenue
Fort Atkinson, WI
(920) 563-3404
FAX (920) 568-7058

Boone Court Apartments
Main Street and S. Boone Court
Whitewater, WI

DRAWING NAMES
LANDSCAPE PLAN

REVISIONS

PROJECT DATA

DATE: 6/11/2015
DRAWN BY: CL
CHECKED BY: P.W.

SHEET NO.

SP-2

Schedule

Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
□	A	4	e-conolight	E-WW1L21N	22W 4000K LED WALL PACK	LED	1	OLWX1_LED_20W_50K_DDB.ies	1880.054	0.87	21.97

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	0.8 fc	9.5 fc	0.0 fc	N/A	N/A



SITE LIGHTING PLAN
Scale: N.T.S.
Date: July 15, 2015

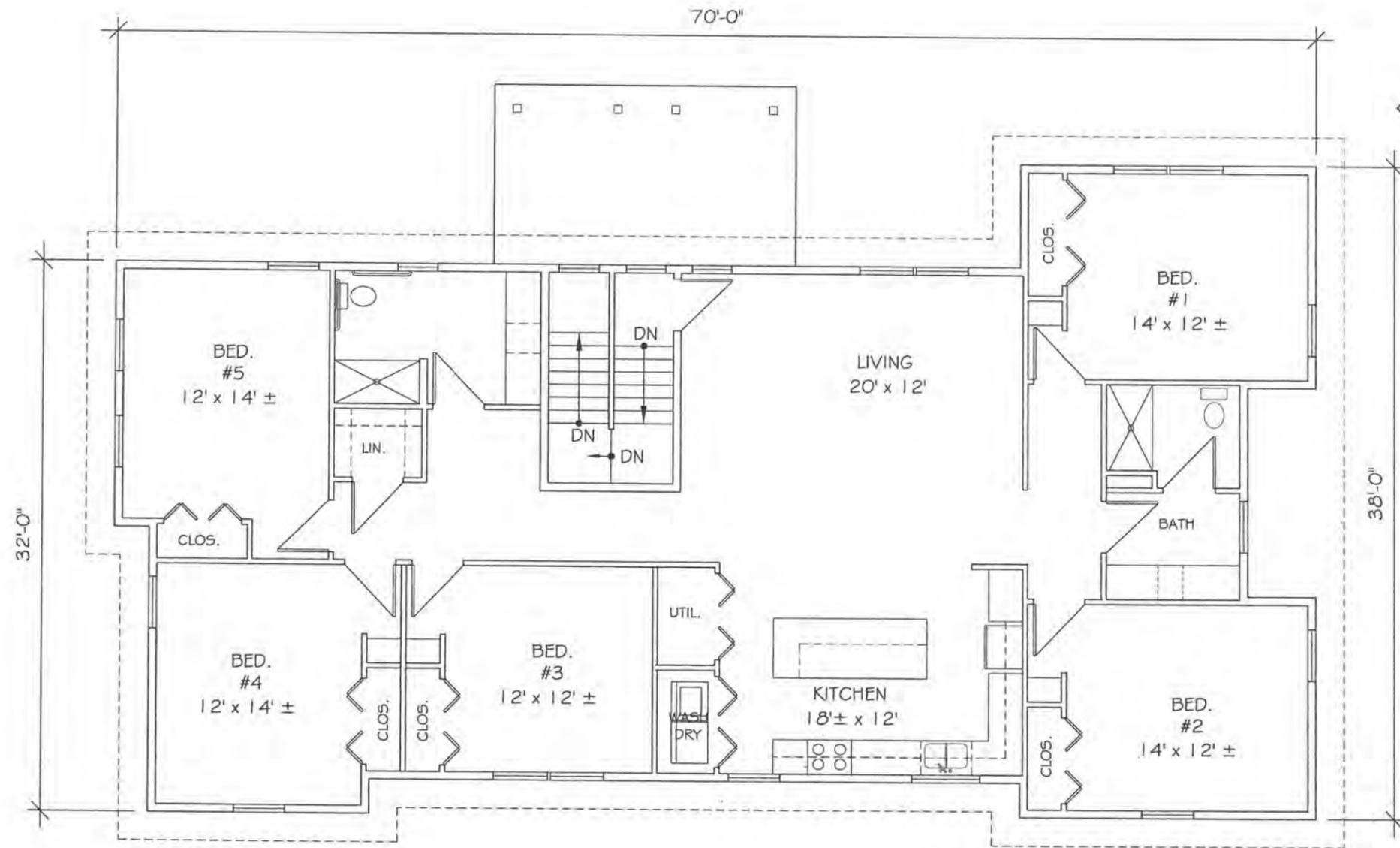


BOONE COURT APARTMENTS
Main Street & South Boone Court
Whitewater, WI

Designer
CL
Date
7/15/2015
Scale
Not to Scale
Revision No.

Summary

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



PRELIMINARY
NOT FOR
CONSTRUCTION

Boone Court Apartments
 Main Street/S. Boone Court
 Whitewater, WI

DRAWING NAMES

UPPER FLOOR PLAN

REVISIONS

PROJECT DATA

DATE: 7/15/2015
 DRAWN BY: JH
 CHECKED BY: P.W.

SHEET NO.

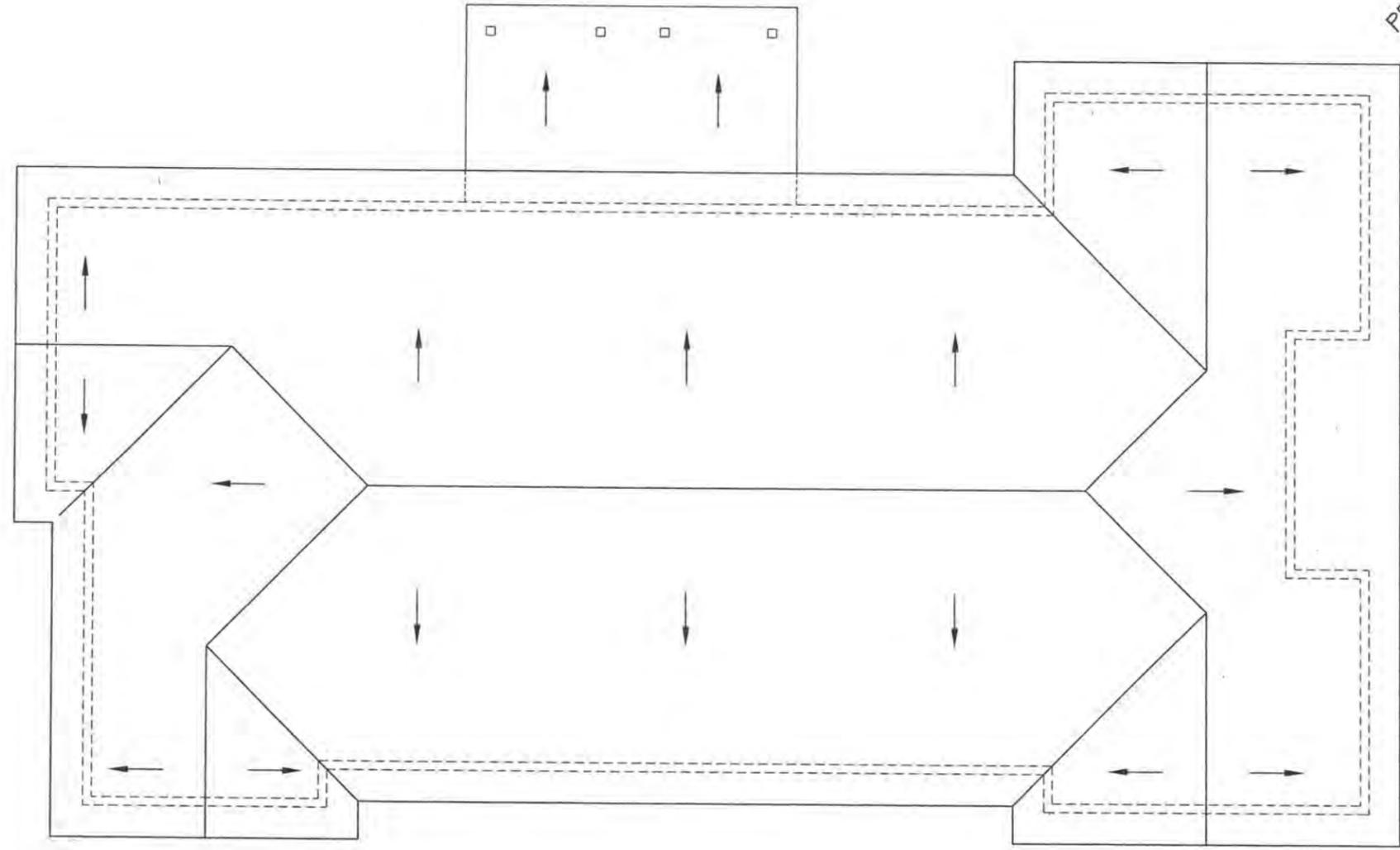
A-2

20
A2

UPPER FLOOR PLAN

SCALE: 1/4" = 1'-0"
 20150151 Boone Court/FBC-drawings.dwg
 DATE: June 1, 2015

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



PRELIMINARY
NOT FOR
CONSTRUCTION



20
A3

ROOF PLAN
SCALE: 1/4" = 1'-0"
2015HS1 Boone Court\FBC-drawings.dwg
DATE: June 1, 2015

Design Alliance Architects, Inc.
1001 Madison Avenue
Fort Atkinson, WI
(920) 563-3404
FAX (920) 568-7058

Boone Court Apartments
Main Street/S. Boone Court
Whitewater, WI

DRAWING NAMES

ROOF PLAN

REVISIONS

PROJECT DATA

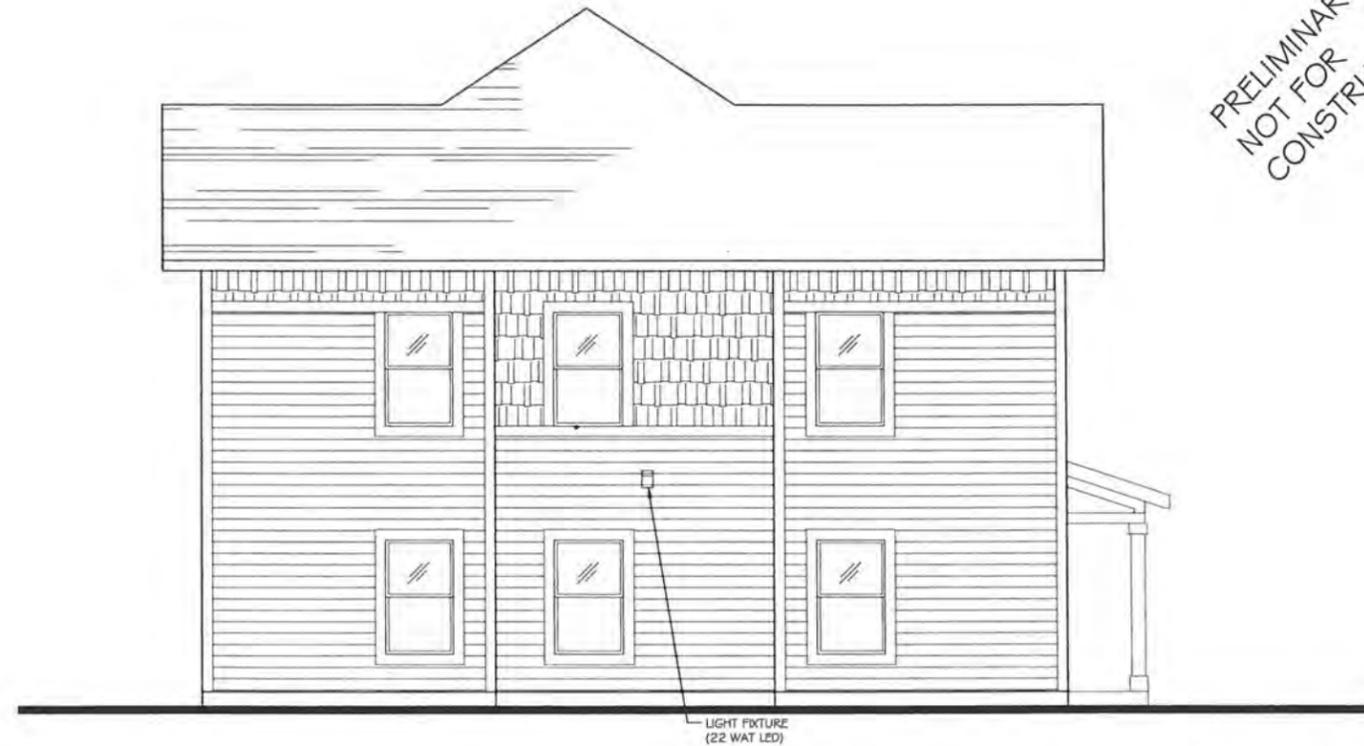
DATE: 7/15/2015
DRAWN BY: JH
CHECKED BY: P.W.

SHEET NO.

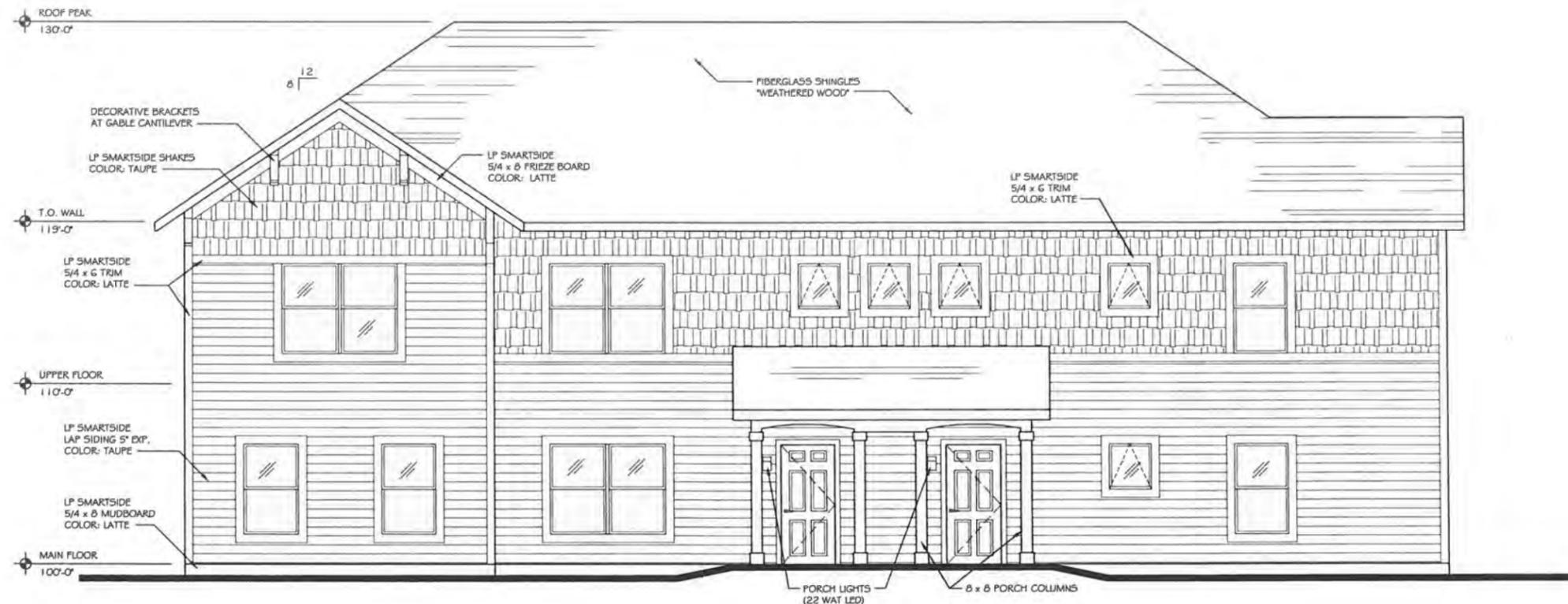
A-3

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

PRELIMINARY
NOT FOR
CONSTRUCTION



10 EAST ELEVATION
A4 SCALE: 1/4" = 1'-0"
2015H51 Boone Court\FBC-drawings.dwg
DATE: June 1, 2015



20 NORTH ELEVATION
A4 SCALE: 1/4" = 1'-0"
2015H51 Boone Court\FBC-drawings.dwg
DATE: June 1, 2015

Design Alliance Architects, Inc.
1001 Madison Avenue
Fort Atkinson, WI
(920) 563-3404
FAX (920) 568-7058

Boone Court Apartments
Main Street/S. Boone Court
Whitewater, WI

DRAWING NAMES
EXTERIOR ELEVATIONS

REVISIONS

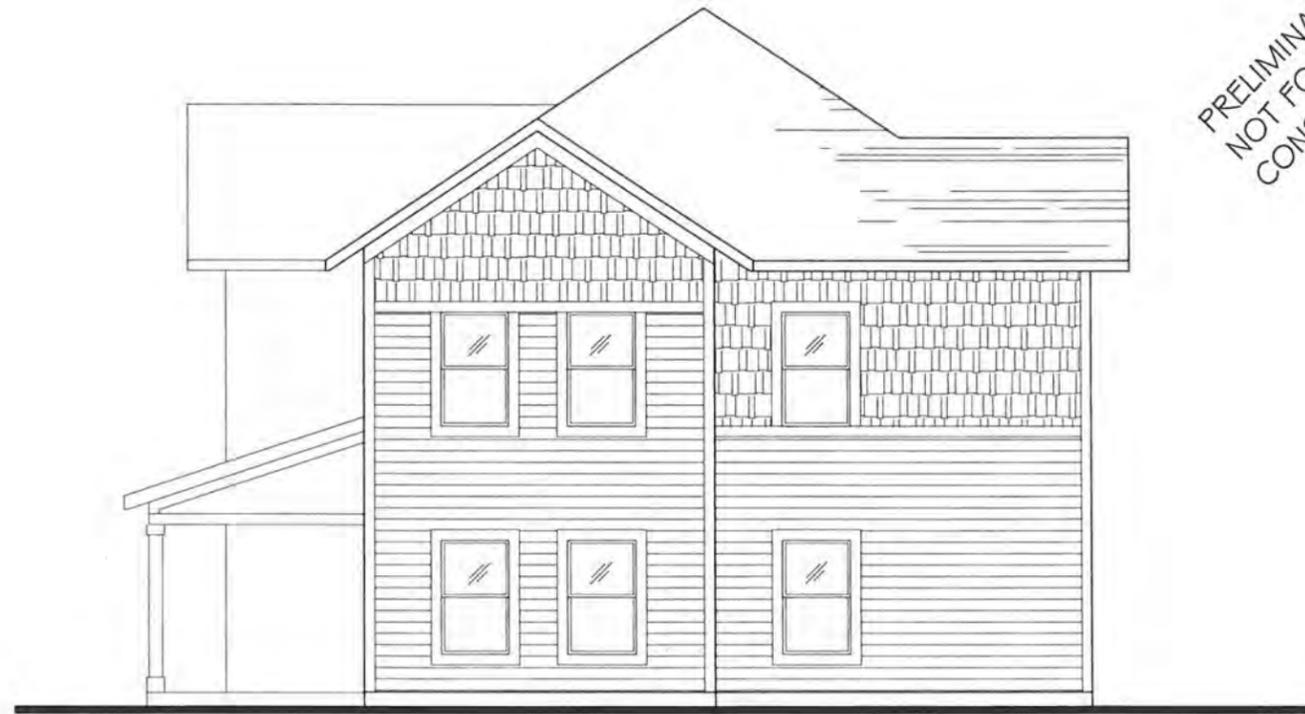
PROJECT DATA
DATE: 7/15/2015
DRAWN BY: JH
CHECKED BY: P.W.

SHEET NO.

A-4

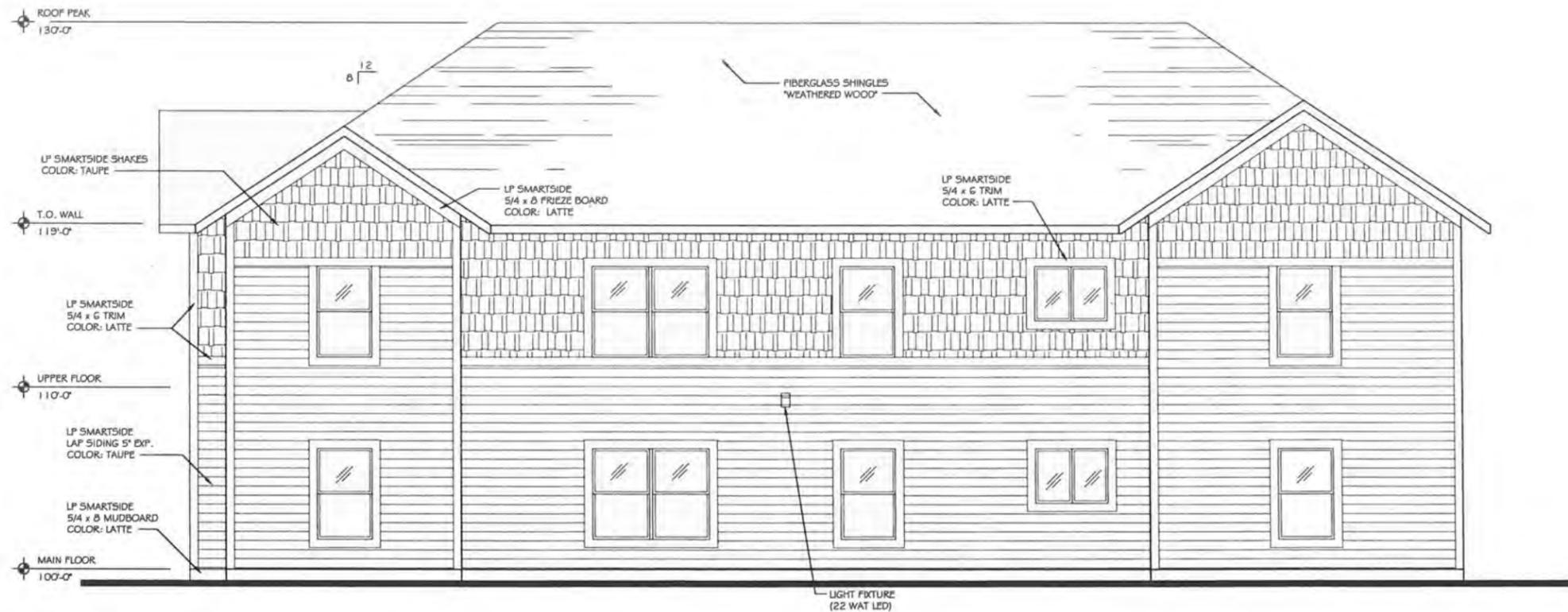
VERIFY ALL CONDITIONS AND DIMENSIONS ON THE JOB AND NOTIFY THE DESIGN ALLIANCE ARCHITECTS, INC. OF ANY DISCREPANCIES PRIOR TO START.

PRELIMINARY
NOT FOR
CONSTRUCTION



WEST ELEVATION

SCALE: 1/4" = 1'-0"
2015H51 Boone Court\FBC-drawings.dwg
DATE: June 1, 2015



SOUTH ELEVATION

SCALE: 1/4" = 1'-0"
2015H51 Boone Court\FBC-drawings.dwg
DATE: June 1, 2015

Boone Court Apartments
Main Street/S. Boone Court
Whitewater, WI

DRAWING NAMES

EXTERIOR ELEVATIONS

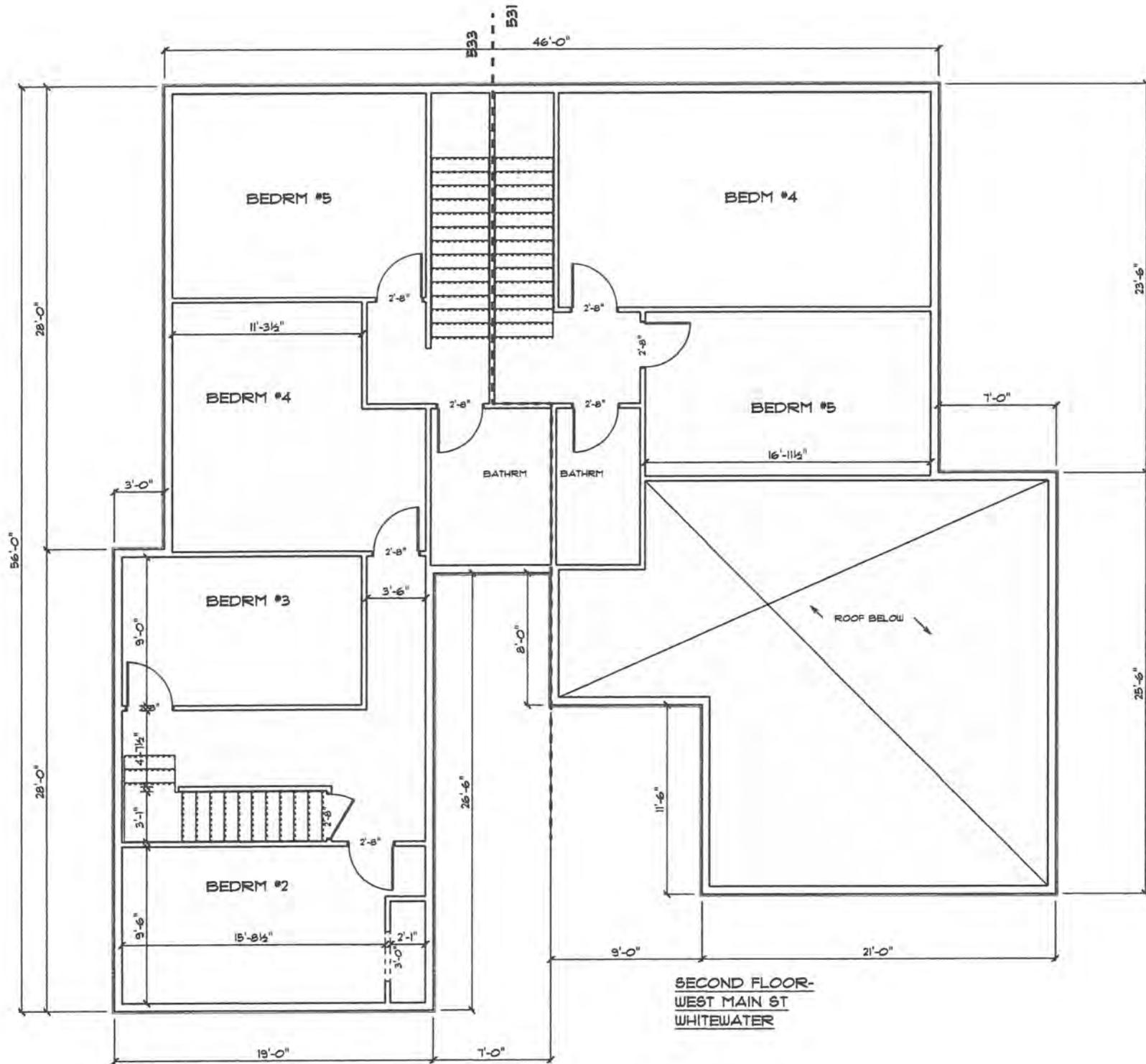
REVISIONS

PROJECT DATA

DATE: 7/15/2015
DRAWN BY: JH
CHECKED BY: P.W.

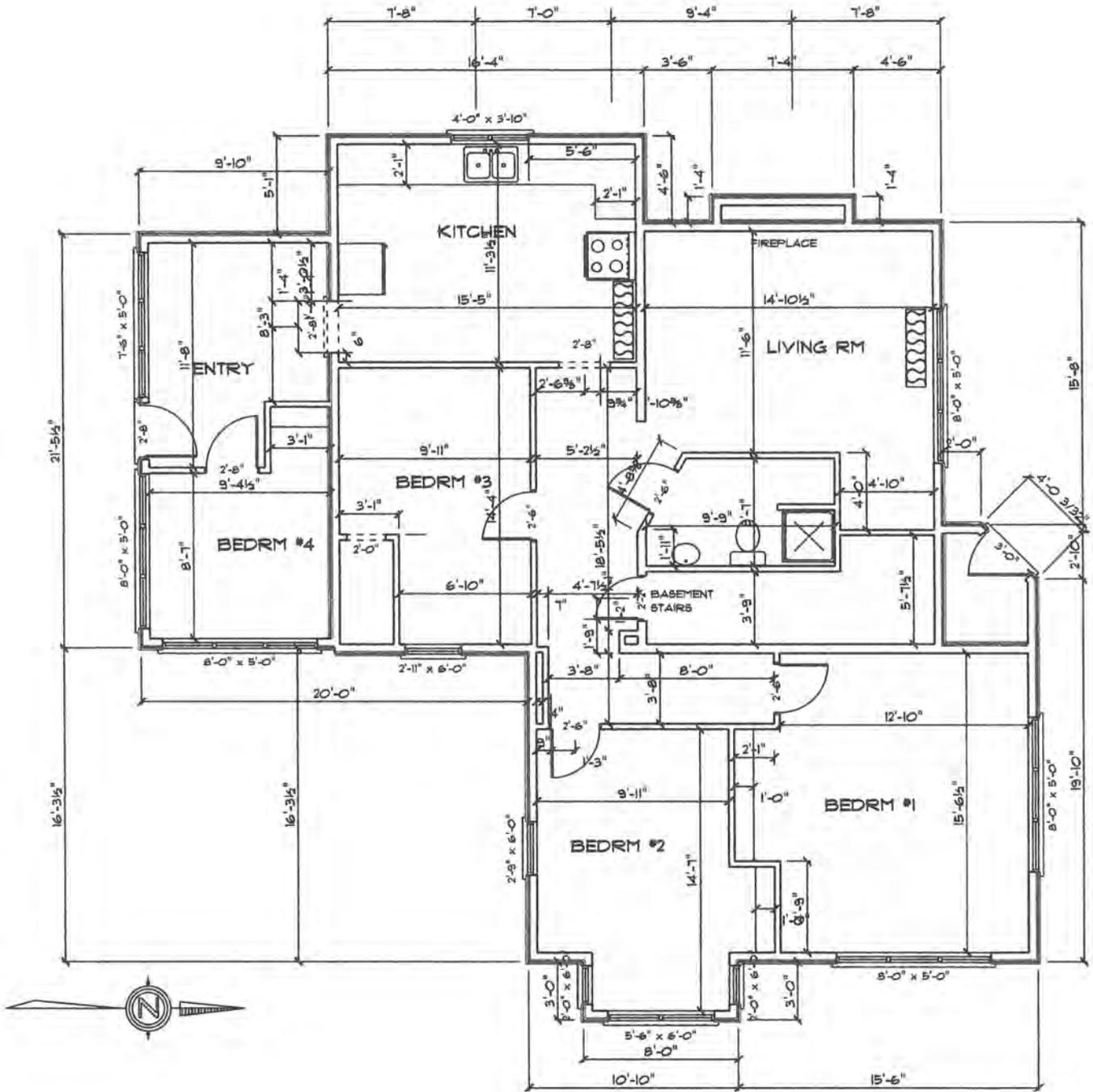
SHEET NO.

A-5



SECOND FLOOR-
 WEST MAIN ST
 WHITEWATER

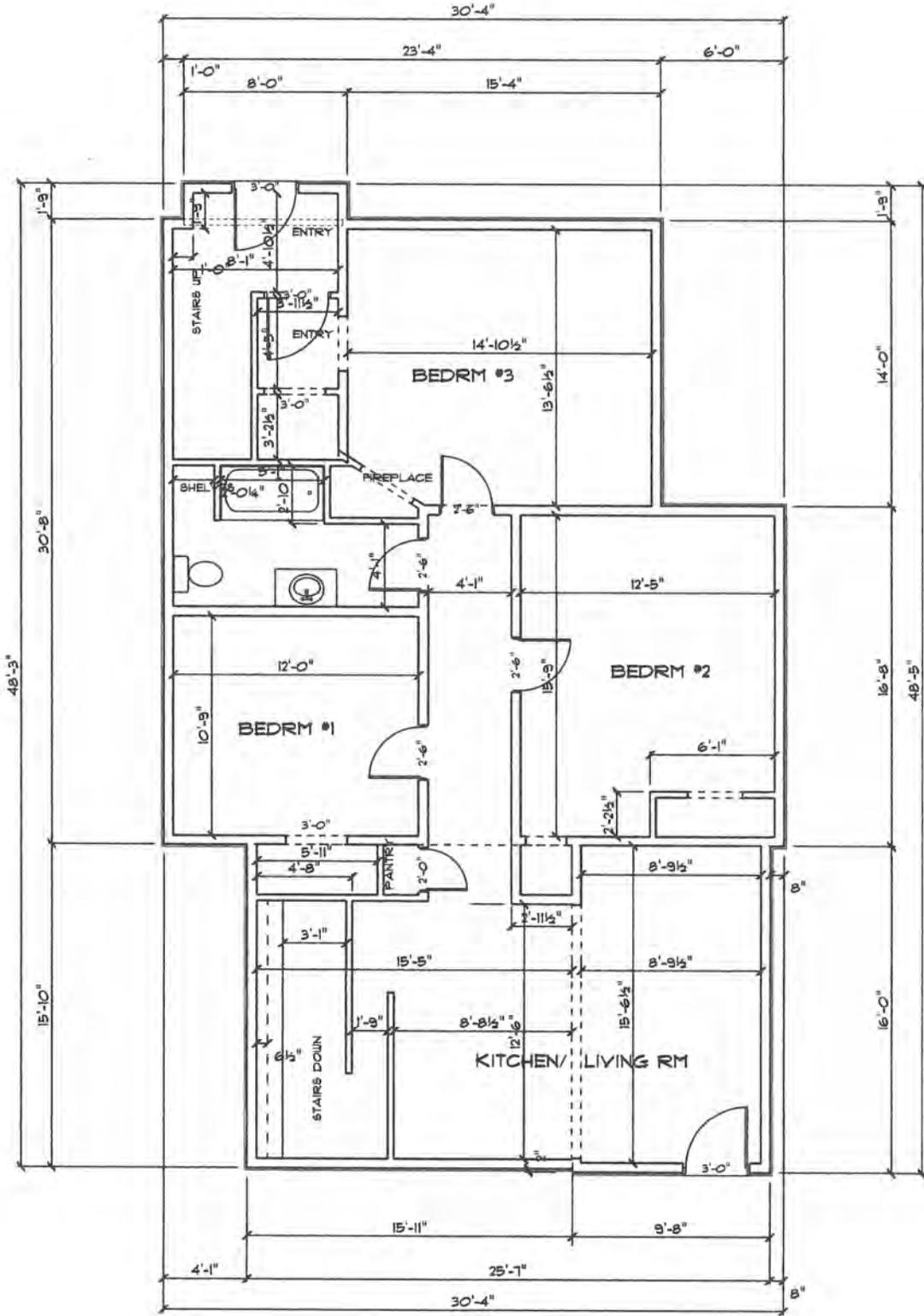
601/603 Main



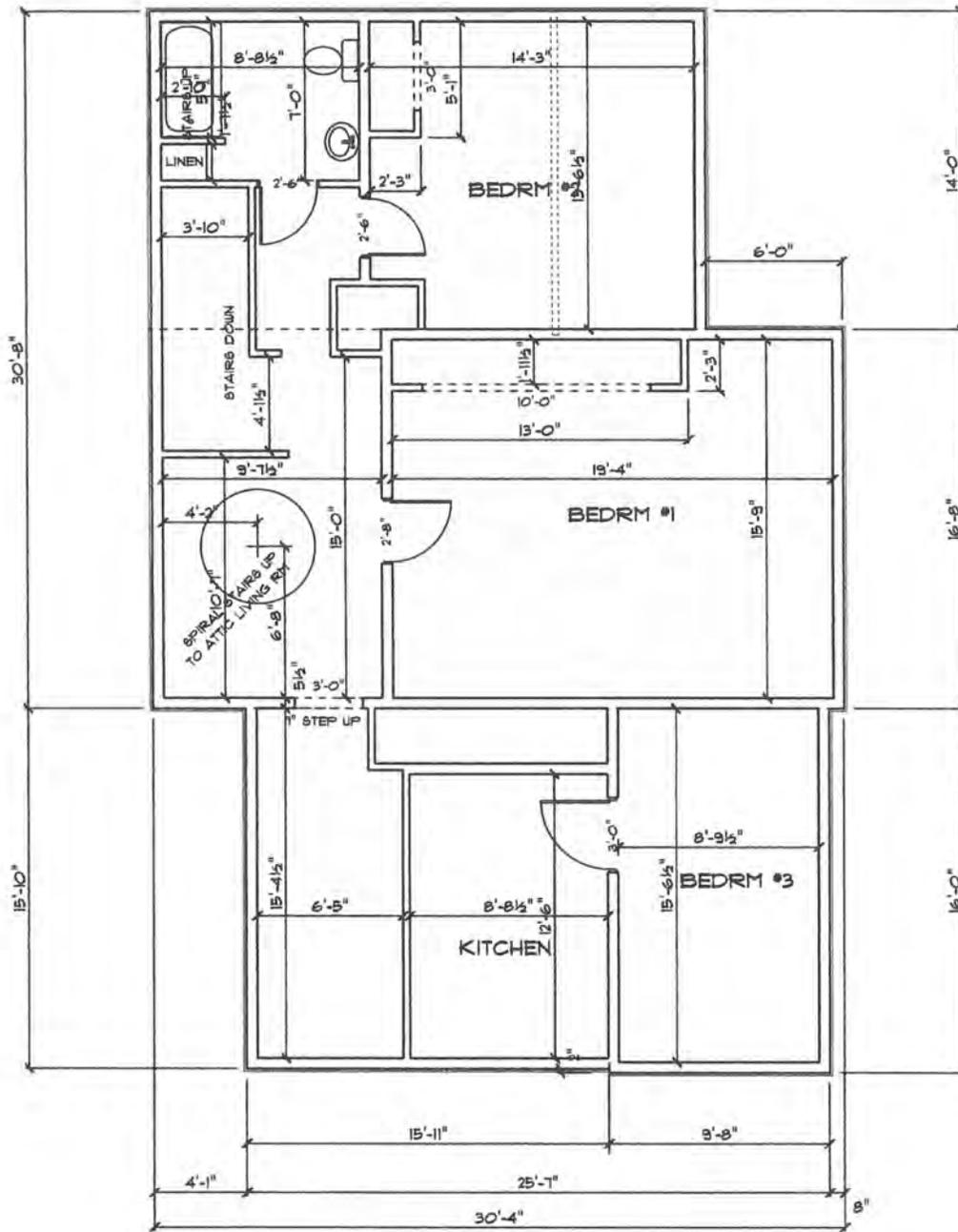
AS-BUILT FIRST FLOOR PLAN

AREA: 1400 SF

527 Main



AS-BUILT FIRST FLOOR



AS-BUILT SECOND FLOOR

**LED WALL MOUNT
14- & 22-WATT LED
(E-WW1L SERIES)**

Applications: Security, entryways, stairways, storage and perimeter areas, as well as residential exteriors.

Typical Mounting Height: 8 to 12 feet **Typical Spacing:** 12 feet



9"D x 5.75"W x 4"H
Weight: 2.0 lbs.

Catalog #	Description	Input Voltage	Initial Delivered Lumens	CCT	CRI	50K Hours Projected Lumen Maintenance Factor at 25°C ¹	Comparable To
E-WW1L1N(*)P	14W Neutral White	120V	1017	4000K	70+	91%	100W Incandescent
E-WW1L21N(*)P	22W Neutral White	120V	1228	4000K	70+	86%	120W Incandescent

(*) Specify finish color. M-Medium Bronze, W-White

¹ Calculated L₇₀ based on 6,048 hours of LM-80 testing: >36,000 hours

Performance

- Estimated 172,000 (22W) 118,000 (14W) hours of maintenance-free operation to L₇₀ at 25°C
- Minimum starting temperature: -40°C (-40°F)
- 5-year limited warranty

Construction & Materials

- Polycarbonate housing in bronze or white with heavy-duty aluminum mounting plate
- 1/2" NPT tapped back and bottom for conduit entrances
- UV-stabilized polycarbonate prismatic refractor
- Cree® LEDs inside

Electrical

- Non-dimmable
- 120V operation with built-in photocell

Regulatory

- UL Listed for wet locations



Due to continuous product improvement, information in this document is subject to change. All published photometric testing performed to IESNA LM-79-08 standards by a NVLAP certified laboratory. Fixture photometry was completed on a single representative fixture. Actual production units may vary up to ±10% of initial delivered lumens. Lumen maintenance values at 25°C (77°F) are calculated per TM-21 based on LM-80 data and in-situ fixture testing.

1501 96th Street, Sturtevant, WI 53177 | Phone (888)243-9445 | Fax (262)504-5409 | www.e-conolight.com



ENGINEERS • ARCHITECTS
PLANNERS • SCIENTISTS
501 MAPLE AVENUE
DELAFIELD, WISCONSIN 53018
262-646-6835
WWW.SEHINC.COM



FREIERMUTH MAIN STREET APARTMENTS

WHITEWATER, WISCONSIN

EXISTING CONDITIONS

PROJECT NUMBER	16206
DATE	JULY 2015
DRAWN BY	EAB
CHECKED BY	MIKE COURT
REVISION HISTORY	

SHEET NUMBER

1

OF 3 SHEETS

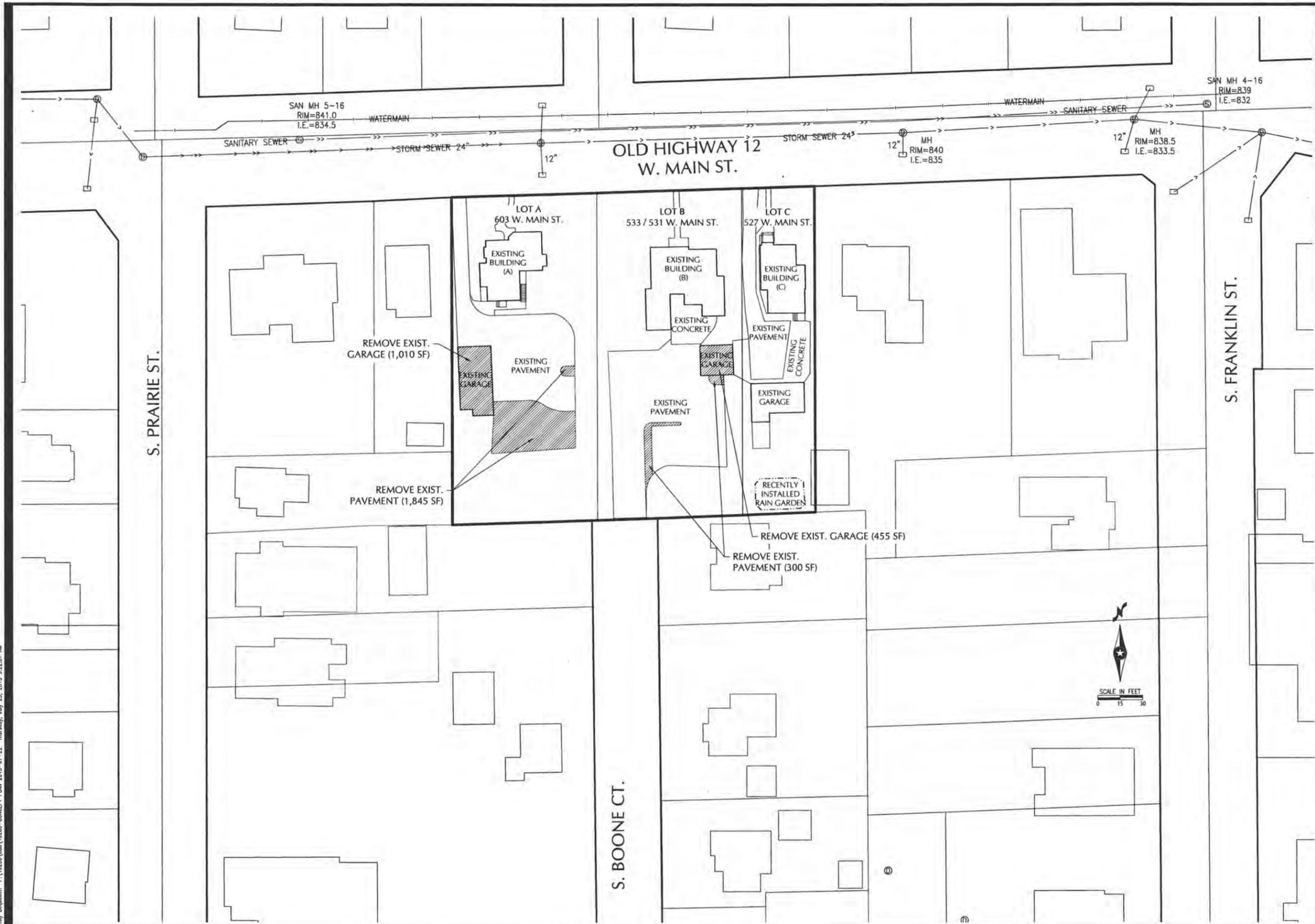
Emily Bequith P:\16206\Cad\16206-CONCEPT PLAN 2015-07-22 Thursday, July 23, 2015 9:22:07 AM



EXISTING CONDITIONS	
LOT AREA (SF)	
A	21,990
B	21,831
C	11,096
TOTAL	54,917
BITUMINOUS & CONCRETE AREA (SF)	
A	6,800±
B	7,580±
C	3,510±
TOTAL	17,890±
BUILDINGS (FOOTPRINT) (SF)	
A HSE	1,480
A GARAGE	1,010
TOTAL	2,490
B HSE	2,185
B GARAGE	455
TOTAL	2,640
C HSE	1,275
C GARAGE	820
TOTAL	2,095
TOTAL	7,225
TOTAL IMPERVIOUS AREA	= 25,115 SF±



Emily Brueckner P:\16206\Cad\16206-CONCEPT PLAN 2015-07-22 Thursday, July 23, 2015 9:22:07 AM



ENGINEERS • ARCHITECTS
 PLANNERS • SCIENTISTS
 501 MAPLE AVENUE
 DELAFIELD, WISCONSIN 53018
 262-446-6855
 WWW.SEHINC.COM



FREIERMUTH MAIN STREET APARTMENTS
 WHITEWATER, WISCONSIN
 REMOVALS PLAN

PROJECT NUMBER	16206
DATE	JULY 2015
DRAWN BY	EAB
CHECKED BY	MIKE COURT
REVISION HISTORY	

SHEET NUMBER	2
OF	3 SHEETS



ENGINEERS • ARCHITECTS
 PLANNERS • SCIENTISTS
 501 MAPLE AVENUE
 DELAFIELD, WISCONSIN 53018
 262-646-6853



FREIERMUTH MAIN STREET APARTMENTS
 WHITEWATER, WISCONSIN
 PROPOSED SITE PLAN

PROJECT NUMBER 15206
 DATE JULY 2015
 DRAWN BY EAB
 CHECKED BY MIKE COURT
 REVISION HISTORY

SHEET NUMBER
 3
 OF 3 SHEETS

P:\15206\15206-CONCEPT PLAN 2015-07-22 Thursday, July 23, 2015 9:22:07 AM



PROPOSED CONDITIONS	
LOT AREA (SF)	
1	12,217
2	12,290
3	12,789
4	17,621
TOTAL	54,917
BITUMINOUS AREA (SF)	
TOTAL	21,136
BUILDINGS (FOOTPRINT) (SF)	
1 HSE	1,480
2 HSE	2,185
3 HSE	1,275
3 GARAGE	820
4 HSE (PR.)	2,180
TOTAL	7,120
TOTAL IMPERVIOUS AREA = 28,256 SF	

July 24, 2015

File No. 16206

**Preliminary Stormwater Management
for Boone Court Apartments**

The Boone Court Apartments proposed plan consists of the following: adding an apartment building, reconfiguring the current parking areas, removing two garages, and removing some existing pavement. The net increase of impervious area is 3,141 square feet (0.07 acre).

Although this is not a significant increase, the proposed project is within Basin 15. Basin 15 has documented drainage issues. This was recently documented in an update of the Basin 15 study that was completed by Strand Engineering. An area of street flooding has been identified at the intersection of Boone Court and Center Street (immediately south of the proposed project), as well as at downstream locations. The intent of the report is to illustrate that this project will not negatively impact the downstream drainage issues. In fact, this will help reduce the drainage issues.

The proposed storm water management practices for the apartment project will reduce the runoff from the site. The 2, 10, and 100-year storm events were analyzed for both the existing and proposed conditions using a Hydraflow program. The soils on the site are classified as hydraulic group B. Following are the results of the Hydraflow modeling:

Existing conditions:

Area: 54,917 sq. ft. (1.26 acres)
CN = 82
Tc = 6.0 min
Q(2) = 2.49 cfs
Q (10) = 4.42 cfs
Q(100) = 8.84 cfs

The total runoff volume for the 100 year storm is 18,431 cu. Ft.

Proposed Conditions:

The net increase in impervious surface is 3,141 sq.ft.

Area: 54,917 sq. ft. (1.26 acres)
CN = 84
Tc = 6.0 min
Q (2) = 2.77 cfs
Q (10) = 4.75 cfs
Q (100) = 9.22 cfs

**Preliminary Stormwater Management
for Boone Court Apartments**
July 24, 2015
Page 2

The total runoff volume for the 100-year storm is 19,418 cu.ft.

For the 100-year storm event, the site's storm water practices will handle the increase in total volume of water. Without the storm water practices the total increase in volume of water is 987 cu.ft. Two storm water management features are will manage the storm water for the site: one rain garden, and one infiltration trench. The summary of the capacities are as follows:

- Existing Rain garden 675 sq. ft. x 1.0 depth = 675 cu. ft.
- Proposed Rain garden 1,800 sq. ft. x 1 depth = 1,800 cu. ft.

Total onsite storage = 2,475 cu. ft.

Proposed total net decrease in volume of water leaving the site 1,488 cu. ft.

M E M O R A N D U M

To: City of Whitewater Plan and Architectural Review Commission

From: Christine Munz-Pritchard, City Planner

Date: August 10th 2015

Re: **Item # 7 & 8** Proposed Zoning Map Amendment to Impose the R-2A Residential Overlay District Zoning and to Enable up to Six (6) Unrelated Persons in a Residence per Section 19.19 at 531 W Center Street for RLA Properties LLC (Randall Aschbrenner).

Summary of Request		
Requested Approvals:	Zoning Map Amendment to Add the R-2A Overlay District and up to Six (6) Unrelated Persons in a Residence	
Location:	531 W Center Street	
Current Land Use:	R-2 One and Two Family Residential	
Proposed Land Use:	Same, but with up to 6 unrelated individuals	
Current Zoning:	R-2 One and Two Family Residential	
Proposed Zoning:	R-2A Overlay District over the Current R-2 Zoning District	
Comprehensive Plan's Future Land Use:	Central Area Neighborhood	
Surrounding Zoning and Current Land Uses:		
Northwest:	Subject Property	Northeast:
R-2 One & Two-Family Residence District		R-2 One & Two-Family Residence District
Southwest:	Subject Property	Southeast:
R-2 One & Two-Family Residence District		R-2 One & Two-Family Residence District

Description of the Proposal:

The existing dwelling is a single (one) family residence. This proposal involves a request to amend the Zoning Map to add the R-2A Residential Overlay zoning district to the existing R-2 zoning district and to approve a Conditional Use Permit to increase the number of permitted unrelated individuals in a non-family household from three (3) to six (6).

The R-2A Residential Overlay district is established by Chapter 19.19 of the Zoning Ordinance. Adopting the R-2A Residential Overlay district enables the consideration of a Conditional Use Permit, which if approved, would increase the number of permitted unrelated individuals in a non-family household three (3) to six (6).

The residence is a Single-family residential with 6 bedrooms and 2 bathrooms. Existing Lot size is 11,310 sq ft. The principal structure will have no building modifications. An existing garage will be removed to make more parking available.

PLANNER'S RECOMMENDATIONS:

I recommend that the Plan and Architectural Review Commission recommend approval of the proposed Zoning Map Amendment to add the R-2A overlay zoning district and six (6) non-related individuals to the subject property, subject to the finding presented below.

SUGGESTED FINDING TO BE MADE BY THE PLAN COMMISSION

1. Parking stalls will be required under 19.51.130. Parking stalls and driveway are to be hard surfaced with concrete or asphalt.
2. 19.19.030 over five (5) unrelated shall provide one of the following: Proof that within 2 years of the granting of the zoning permit request a certification that the property meets the requirements of the Wisconsin Rental Weatherization Program or a statement by a state-certified rental weatherization inspection states that it meets the state of Wisconsin rental unit efficiency standard.
3. Inspection to show the existing 6 bedrooms by the City Building Inspector.
4. Any other conditions identified by City Staff or the Plan Commission.

Analysis of Proposed Conditional Use Permit for: 731 W Peck Street

Conditional Use Permit Review Standards per Section 19.66.050:

STANDARD	EVALUATION	COMMENTS
1. The establishment, maintenance, or operation of the conditional use will not create a nuisance for neighboring uses or substantially reduce the values of property.	Yes	This project will involve no exterior building modifications.
2. Adequate utilities, access roads, parking, drainage, landscaping, and other necessary site improvements are being provided.	Yes	Parking is being changed to accommodate the increased non related occupancy.
3. The conditional use conforms to all applicable regulations of the district in which it is located, unless otherwise specifically exempted in this ordinance or through variance.	Yes	No exemptions or variances are being requested.
4. The conditional use conforms to the purpose and intent of the city master (comprehensive) plan.	Yes	The proposal does not change the single family use of the property.
5. The conditional use and structures are consistent with sound planning and zoning principles.	Yes	The project is consistent with the use and density requirements of the R-2A District and the Comprehensive Plan.



NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Plan Commission of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, will consider a change of the District Zoning Map for the following parcel to enact an ordinance to impose the R-2A Residential Overlay District Zoning classification under Chapter 19.19 of the Zoning Ordinance of the City of Whitewater on the following area:

<u>Property Address:</u>	<u>Tax ID #:</u>	<u>Property Owner:</u>
531 W. Center Street	CL 00040	Gordon J. Backman Jill A. Backman

NOTICE IS FURTHER GIVEN that the Plan Commission of the City of Whitewater will hold a public hearing in the Whitewater Municipal Building Community Room, 312 W. Whitewater Street, on Monday, August 10, 2015, at 6:30 p.m. to hear any person for or against said change. Opinions for or against said change may also be filed in writing.

The proposal is on file in the office of the Zoning Administrator, 312 W. Whitewater Street, and may be viewed during office hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

Michele Smith, City Clerk
By Jane Wegner, Plan Commission Clerk

Dated: July 14, 2015

Publish: in "Whitewater Register"
on July 16, 2015, and July 23, 2015



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

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

NOTICE OF PUBLIC HEARING

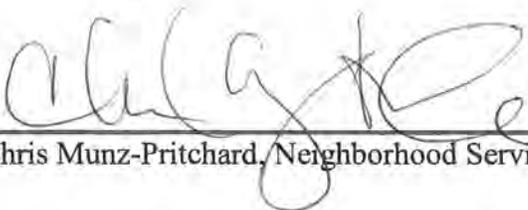
TO ALL INTERESTED PARTIES:

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 10th day of August 2015 at 6:30 p.m. to hold a public hearing for a Conditional Use Permit, in an R-2A Overlay Zoning District, to allow for 6 unrelated persons to live in the house located at 531 W. Center Street for RLA Properties LLC. (Randall Aschbrenner). (The current property owners are Gordan J. Backman and Jill A. Backman.)

The proposal is on file in the office of the Zoning Administrator 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



Chris Munz-Pritchard, Neighborhood Services Director/City Planner

TaxKey	Owner1	Owner2	Address1	City	State	Zip
/CL 00001	STEPHEN L NASS		N8330 JACKSON RD	WHITEWATER	WI	53190-0000
/CL 00002	KACHEL 514 WEST CENTER LLC		PO BOX 239	WHITEWATER	WI	53190-0000
/CL 00003	KACHEL 518 WEST CENTER LLC		PO BOX 239	WHITEWATER	WI	53190-0000
/CL 00004	CS WHITEWATER RENTALS LLC		505 MEADOWVIEW LN	JOHNSON CREEK	WI	53038-0000
/CL 00005A	WHITEWATER DEVELOPMENT LLC		PO BOX 239	WHITEWATER	WI	53190-0000
/CL 00006	MAIN STREET WHITEWATER LLC		PO BOX 126	WHITEWATER	WI	53190-0000
/CL 00006A	DLK 532 WEST CENTER LLC		PO BOX 239	WHITEWATER	WI	53190-0000
/CL 00007	KACHEL 524 WEST CENTER LLC		PO BOX 239	WHITEWATER	WI	53190-0000
/CL 00010	FIRST UNITED METHODIST CHURCH		145 S. PRAIRIE ST	WHITEWATER	WI	53190-0000
/CL 00035	JT SCHOOL DIST # 1 CITY OF WHITEWATER		PO	WHITEWATER	WI	53190-0000
/CL 00036	KEVIN SPRY	JUDITH K SPRY	233 S PRAIRIE ST	WHITEWATER	WI	53190-0000
/CL 00037	JEREMY J BLOCK	BILLIE JO BLOCK	620 HIGH ST	WHITEWATER	WI	53190-0000
/CL 00038	RAYMOND STRITZEL TRUST		530 S JANESVILLE AVE	WHITEWATER	WI	53190-0000
/CL 00039	FRANCIS CAIN	JANEEN CAIN, et al.	815 RIVERVIEW RD	PLYMOUTH	WI	53073-0000
/CL 00040	GORDON J BACKMAN	JILL A BACKMAN	531 W CENTER ST	WHITEWATER	WI	53190-0000
/CL 00041	523 WEST CENTER LLC		PO BOX 239	WHITEWATER	WI	53190-0000
/CL 00042	KACHEL 210 SOUTH BOONE LLC		PO BOX 239	WHITEWATER	WI	53190-0000
/CL 00043	LADWIG & VOS INC		140 LONGMEADOW DR	BURLINGTON	WI	53105-0000
/CL 00044	RICHARD R HELMICK		227 S BOONE ST	WHITEWATER	WI	53190-0000
/CL 00045	RODRIGUEZ PROPERTIES LLC		N9707 N MCCORD RD	WHITEWATER	WI	53190-0000
/CL 00046	LADWIG & VOS INC		140 LONGMEADOW DR	BURLINGTON	WI	53105-2325
/CL 00047	KACHEL 214 SOUTH JANESVILLE LLC		PO BOX 239	WHITEWATER	WI	53190-0000
/CL 00048	KACHEL 218 SOUTH FRANKLIN LLC		PO BOX 239	WHITEWATER	WI	53190-0000
/CL 00049	KACHEL 210 SOUTH FRANKLIN LLC		PO BOX 239	WHITEWATER	WI	53190-0000
/CL 00052	SANTOS J BARAJAS		615 HIGH ST	WHITEWATER	WI	53190-0000
/CL 00053	DONNA J HENRY		347 S JANESVILLE ST	WHITEWATER	WI	53190-0000
/CL 00054	WHITEWATER BIBLE CHURCH		511 W HIGH ST	WHITEWATER	WI	53190-0000
/WS 00002	CERANSKE PROPERTY MANAGEMENT		N9503 WOODWARD RD	WHITEWATER	WI	53190-0000
/WUP 00248	DLK 152 SOUTH FRANKLIN LLC		PO BOX 239	WHITEWATER	WI	53190-0000
/WUP 00248A	KACHEL 518 WEST CENTER LLC		PO BOX 239	WHITEWATER	WI	53190-0000
/WUP 00248B	KACHEL 200 SOUTH FRANKLIN LLC		PO BOX 239	WHITEWATER	WI	53190-0000
/WUP 00249	KACHEL 200 SOUTH FRANKLIN LLC		PO BOX 239	WHITEWATER	WI	53190-0000
/WUP 00250	KACHEL TRUST		250-3 INDIAN MOUND PKWY	WHITEWATER	WI	53190-0000
	RANDALL ASCHBRENNER		P O BOX 511	MCFARLAND	WI	53558-0000

City of Whitewater
Combined Application for
Amendment to Zoning Map and Conditional Use Permit for
R-2A Overlay District and 4 or More Unrelated Occupants

NOTICE: The Plan Commission meetings are scheduled at 7:00 on the 2nd Monday of the month. All complete application materials must be submitted to the City Clerk by 4:00 p.m. four weeks prior to the meeting.

APPLICANT AND SUBJECT PROPERTY INFORMATION

Applicant's Name: Randall Aschbrenner

Mailing Address: PO Box 511 McFarland, WI 53558

Phone #: 608-843-0606 Email: raschbrenner21@gmail.com

Address of Subject Property: 531 W. Center St.

Owner of Subject Property (according to property tax records on date of application):

Gordon + Jillian Backman

Legal Description (Name of Subdivision, Block and Lot of other Legal Descriptions):

Lot 1 BIK 22 EXCS 19' W 8.25' Lot 2 EXCS 19' BIK 22
Chapman + Ludingtons ADD to City of Whitewater

Agent or Representative (Planner, Engineer, Architect, Attorney, etc.):

Name of Individual: RANDALL Aschbrenner

Name of Firm: RLA Properties LLC

Office Address: PO Box 511 McFarland, WI 53558

Phone #: 608-843-0606 Email: raschbrenner21@gmail.com

Name of Contractor: RLA Construction & Dev. LLC

Variations:

Has either the applicant or the owner had any variations issued on the subject property?

NO

YES Date:

Description of Variance(s):

EXISTING ZONING AND LAND USE

Current Use of Subject Property (be specific):

Single Family Home

Future Land Use Designation (as depicted in the Comprehensive Plan on Future Land Use Map #5 on page 103 of the Feb.2, 2010 Comprehensive Plan, Amended Oct. 5, 2010):

R2A Single Family rental w/ 6 unrelated

Current Zoning District(s) of Subject Property (cite zoning district(s) shown on Zoning Map):

R-2

REQUESTED LAND USE, ZONING and CONDITIONAL USE

Proposed Land Use of Property including Number of Occupants and Bedrooms (be specific):

R2A Singlefamily 6 Bedrooms 1.5 Baths, 6 unrelated Occupants

Requested Zoning District(s) including Overlay District(s) (see attached R-2A Overlay District Map):

Zoning District requested: R2A

Overlay District requested: R2A

Conditional Use requested: _____

STANDARDS FOR REVIEW AND APPROVAL

The Plan and Architectural Review Commission will use the standards listed in Table 1 (for Zoning Map Amendments) and Table 2 (for Conditional Use Permits) on the following pages, when reviewing applications for zoning amendments and conditional uses.

The Applicant is required to demonstrate how the proposed Zoning Map Amendment and Conditional Use Permit for the subject property will meet the standards for approval by filling in each box with a specific explanation of how each standard will be met.

The City of Whitewater Zoning Ordinance authorizes the Plan Commission to place conditions on approved conditional uses. "Conditions" such as landscaping, architectural design, type of construction, construction commencement and completion dates, sureties, lighting, fencing, plantation, deed restrictions, highway access restrictions, increased yards or parking requirements may be affected. "Conditional Uses" may be subject to time limits or requirements for periodic review by staff.

The City of Whitewater Zoning Ordinance authorizes the Plan Commission to hold a public hearing and make recommendation to the City Council for the proposed changes (Section 19.69).

Table 1: STANDARDS FOR ZONING MAP AMENDMENT REVIEW AND APPROVAL

STANDARD	APPLICANT'S EXPLANATION OF HOW THIS REQUEST MEETS THE STANDARD ("Yes" is not a sufficient answer)
The proposed amendment for future structure, addition, alteration or use will meet the minimum standards of this title for the district being proposed;	Current structure Building envelope will remain unchanged. Parking requirements and impervious surface will be met.
The proposed development will be consistent with the adopted city Comprehensive Plan;	YES. Consistent w/ City CPlan.
The proposed development will be compatible with and preserve the important natural features of the site;	Structure shell will remain consistent with neighborhood.
The proposed use will not create a nuisance for neighboring uses, or unduly reduce the values of an adjoining property;	Drastic upgrades will exceed neighborhood expectations.
The proposed development will not create traffic circulation or parking problems;	None.
The mass, volume, architectural features, materials and/or setback of proposed structures, additions or alterations will appear to be compatible with existing buildings in the immediate area;	Same as above.
Landmark structures on the National Register of Historic Places will be recognized as products of their own time. Alterations which have no historical basis will not be permitted;	N/A
The proposed structure, addition or alteration will not substantially reduce the availability of sunlight or solar access on adjoining properties.	None. Some pruning needed.

Table 2: STANDARDS FOR CONDITIONAL USE REVIEW AND APPROVAL

STANDARD From Section 19.66.050	APPLICANT'S EXPLANATION of HOW THIS REQUEST MEETS THE STANDARD ("Yes" is not a sufficient answer)
That the establishment, maintenance, or operation of the Conditional Use will not create a nuisance for neighboring uses or substantially reduce value of other property.	None.
That utilities, access roads, parking, drainage, landscaping, and other necessary site improvements are being provided.	N/A
That the conditional use conforms to all applicable regulations of the district in which it is located, unless otherwise specifically exempted by this ordinance.	N/A
That the conditional use conforms to the purpose and intent of the city Comprehensive Plan.	Yes.
The conditional use and structure are consistent with sound planning and zoning principles.	yes. structure will remain un changed.

**Refer to Chapter 19.66.050 of the City of Whitewater Municipal Code, entitled CONDITIONAL USES, for more information.

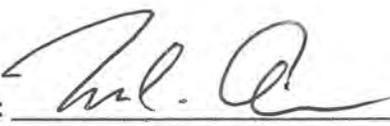
RECORD OF APPLICATION FEES FOR
ZONING MAP APPROVALS AND CONDITIONAL USE PERMITS

To be completed by Neighborhood Services Department:

Fee for Amendment to Zoning Map: \$200.00	
Date Application Fee Received by City <u>7-13-15</u>	Receipt No. <u>6.012022</u>
Received by <u>J. Wegner</u>	

To be completed by Neighborhood Services Department:

Fee for Conditional Use Permit: \$100.00	
Date Application Fee Received by City <u>7-13-15</u>	Receipt No. <u>6.012022</u>
Received by <u>J. Wegner</u>	

Applicant Signature:  Date: 7/10/15

Print Name: Randall Aschbrenner

Applicant Signature: _____ Date: _____

Print Name: _____

RECORD OF ZONING MAP AMENDMENT ACTION TAKEN

By Plan and Architectural Review Commission:

Date noticesenttoowners of record of opposite & abutting properties: 7-28-15

Date of conceptpresentation (optional) to Plan & Architectural Review Board: _____

Date of publichearing for Zoning Map Amendment: 8-10-15

Date set for consideration/action by Common Council: _____

Plan & Architectural Review Commission decision on Zoning Map Amendment is:

Recommended _____

Recommended with Conditions _____ (see below)

Not Recommended _____

Conditions set upon ZONING MAP AMENDMENT by Plan and Architectural Review Commission:

Signature of Plan & Architectural Review Chairperson

Date

RECORD OF ZONING MAP AMENDMENT ACTION TAKEN

By Common Council:

Date set for consideration/action by Common Council: _____

Common Council decision on Zoning Map Amendment is:

Granted _____

Granted with Conditions _____ (see below)

Not Granted _____

Conditions set upon ZONING MAP AMENDMENT by Common Council:

Signature of Common Council Chairperson

Date

RECORD OF CONDITIONAL USE PERMIT ACTION TAKEN:

Date noticesenttoowners of record of opposite & abutting properties: 7-28-15

Date of conceptpresentation (optional) to Plan & Architectural Review Board: _____

Date noticepublishedforpublichearing before Plan & Architectural Review Board: 7-30-15

Date of publichearing for Conditional Use Permit: 8-10-15

Date setforconsideration/action by Plan & Architectural Review Board: 8-10-15

Plan & Architectural Review Commission decision on Conditional Use Permit:

Granted _____
Granted with Conditions _____ (see below)
Not Granted _____

Conditions set upon CONDITIONAL USE PERMIT by Plan and Architectural Review Commission:

Signature of Plan & Architectural Review Chairperson

Date

R-2AZoningMapAmendment andConditional UseApplication

To Be Completed By
THE NEIGHBORHOOD SERVICES DEPARTMENT

- 1) Complete application with accompanying materials received on: 7-13-15
- 2) Plan Commission meeting date: 8-10-15
- 3) Application reviewed by city staff (name): _____ Date: _____
- 4) Date notice of public hearing sent to owners of record of opposite & abutting properties: 7-28-15
- 5) Date of Publish of Class 1 Notice for Public Hearing before
Plan & Architectural Review Board: 7-30-15
- 6) Date of Public Hearing for Zoning Map Amendment 8-10-15
- 7) Date of Public Hearing on Conditional Use Permit 8-10-15
- 8) Date of Zoning Amendment consideration by Common Council _____

CHECKLIST
FOR COMPLETION BY APPLICANTS
AND REVIEW BY THE NEIGHBORHOOD SERVICES DEPARTMENT

Please complete checklist and provide to Neighborhood Services Department along with application materials. If you have questions or need assistance, contact the Neighborhood Services Department.

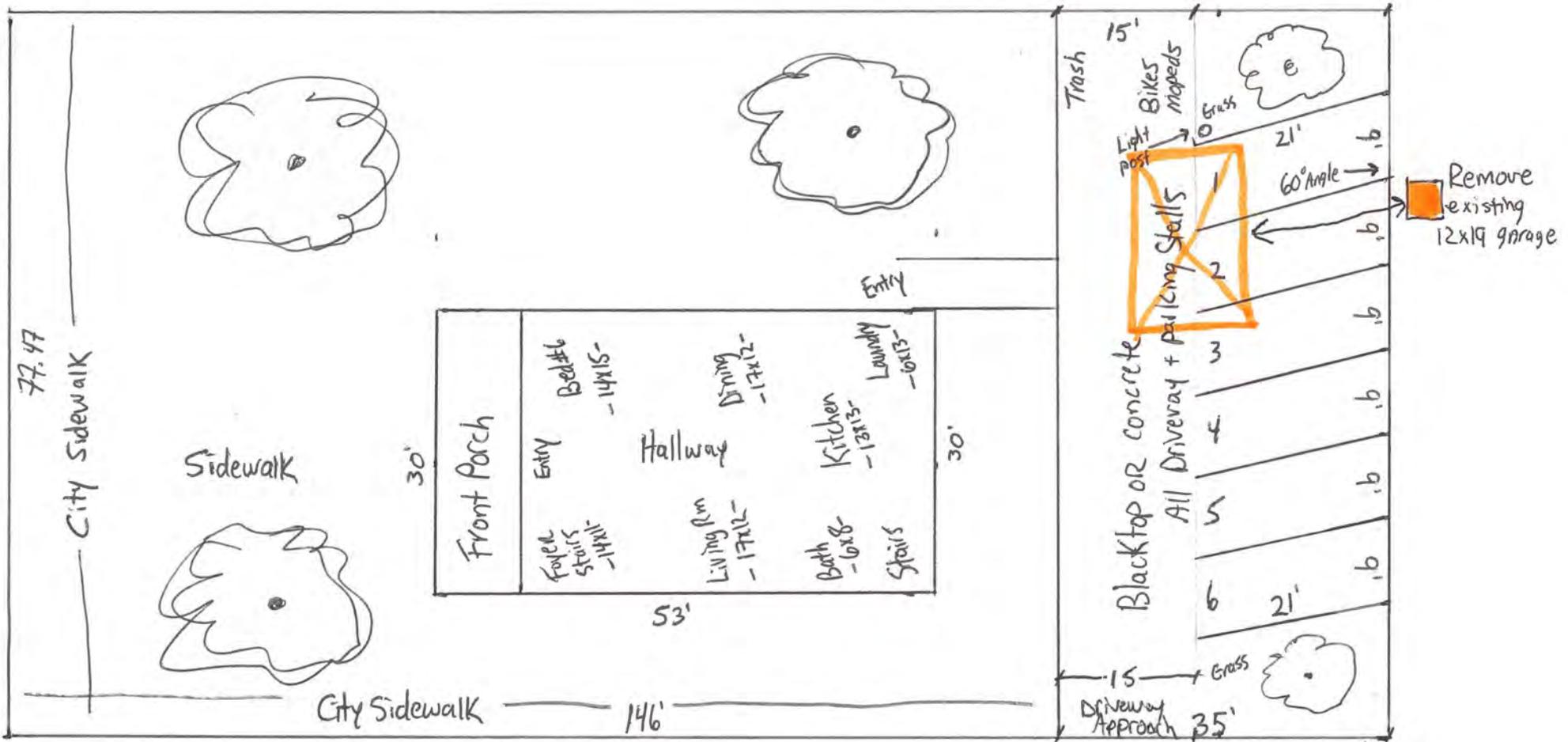
Plans to accompany application:

A Plot/Site Plan and a Floor Plan must be submitted by the Applicant as part of the required Application materials. The requirements for each are as follows:

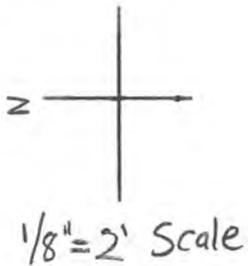
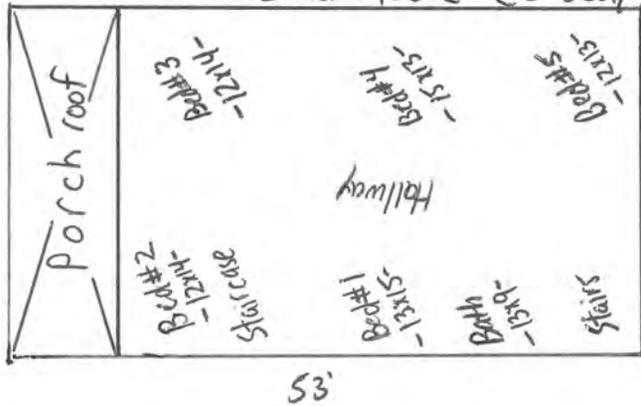
- _____ Confirm that subject property is in the R-2A permitted zoning overlay district.
- _____ Show location of subject property on R-2A permitted zoning map - attach copy of map
- _____ Indicate current zoning district (under the R-2A overlay district, i.e.: R-2)

Plot/Site Plans Checklist

- _____ Provide North arrow on site plan
- _____ Show location of property (label all abutting streets)
- _____ Show linear (bar) scale on site plan
- _____ Draw plan to-scale at 1"= 10' or 1"= 20" to fit on one 8.5 x 11 sheet of graph paper
- _____ Provide and clearly label one "Existing Plot Plan" and one "Proposed Site Plan", if different:
- _____ Provide an "Existing Plot Plan" showing all existing items (see below) in solid lines or symbols
 - _____ Show all lot dimensions
 - _____ Show outline and dimensions of all buildings, structures and decks
 - _____ Show outline and dimensions of all paved areas including parking areas, driveways, curb cuts, sidewalks, walkways, patios and other concrete, blacktop or graveled areas)
 - _____ Indicate the distance from buildings and paved areas to lot lines (i.e. setbacks)
 - _____ Indicate the distance between structures on the subject lot
 - _____ Indicate any known easements (i.e. utility or other)
- _____ Provide a "Proposed Site Plan" showing title and all changes to the "Existing Plot Plan"
(Suggestion: make a copy of the Existing Plot Plan and show all proposed changes in red and/or dashed lines to indicate proposed items and symbols)
- _____ Indicate the distance between proposed building, structures and paved areas on the subject property and buildings or structures on adjoining properties that are within 15 feet of the adjoining property line.
- _____ Indicate proposed parking location, number of spaces, dimensions, circulation, landscaped buffers, curb and gutter.



2nd Floor (5 Bed/1 Bath)



531 W. Center St. R2A Zoning

Lot Size: 11,310 ft²

Building Env.: 1,590 ft²

Parking Area: 2,711

38% impervious surface

RLA Properties LLC c/o RANDY Aschbrenner

608-843-0606



Walworth County, WI Land Information Division

Property Details

Municipality: CITY OF WHITEWATER
 Parcel Number: /CL 00040
 School District: 6461-SCH WHITEWATER
 Zoning District:

Owner Information

Owner Name: GORDON J BACKMAN
 Owner Name 2: JILL A BACKMAN
 Mailing Address: 531 W CENTER ST

WHITEWATER WI, 531900000

2014 Valuation Information

Land: \$63,000.00
 Improvements: \$129,900.00
 Total: \$192,900.00
 Acres: 0.2700
 Fair Market Value: \$193,500.00
 Assessment Ratio: 0.9972237350
 Mill Rate: 0.0212910859

Tax Information

First Dollar Credit: \$76.17
 Special Assessment: \$0.00
 Delinquent Utility Charge: \$0.00
 Managed Forest Land Taxes: \$0.00
 Total Billed: \$3,901.97
 Net Tax: \$3,901.97
 School Credit: \$323.40
 Lottery Credit: \$128.91
 Special Charges: \$0.00
 Private Forest Crop Taxes: \$0.00
 Woodland Tax Law Taxes: \$0.00

Tax Jurisdictions

GATEWAY TECHNICAL \$149.06
 CITY OF WHITEWATER \$1089.83
 SCH WHITEWATER \$1944.32
 STATE OF WISCONSIN \$32.84
 WALWORTH COUNTY \$891.00

Elected Officials / Voting Districts

Supervisory District: Paul Yvarra (D4)
 State Representative: Andy Jorgensen(D) (43rd District)
 State Senator: Janis Ringhand(D) (15th District)
 US Representative: James Sensenbrenner(R) (5th District)
 US Senator: Ron Johnson (R) & Tammy Baldwin (D)

Special Assessments / Charges

Soil Classification

Soil Type	Soil Name	Acres
PsA	PLANO SILT LOAM, 0 TO 2 PERCENT SLOPES	0.2596

Property Address

531 W CENTER ST WHITEWATER

Legal Description

LOT 1 BLK 22 EXC S 19' W 8.25' LOT 2 EXC S 19' BLK 22. CHAPMAN & LUDINGTONS ADD CITY OF WHITEWATER

11,310ft² Lot

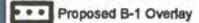
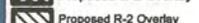
Disclaimer

The information provided in this property information page is not official information. All official tax information is recorded in the Walworth County Treasurer's Office. To verify tax payment/payoff status, contact the Walworth County Treasurer's Office at 262-741-4251.

ZONING MAP
OVERLAY PERMISSION
AREA MAP

CITY OF WHITEWATER
 WISCONSIN

OVERLAY PERMISSION AREAS

-  Proposed B-1 Overlay
-  Proposed B-2 Overlay
-  Proposed R-2 Overlay
-  Proposed R-3 Overlay

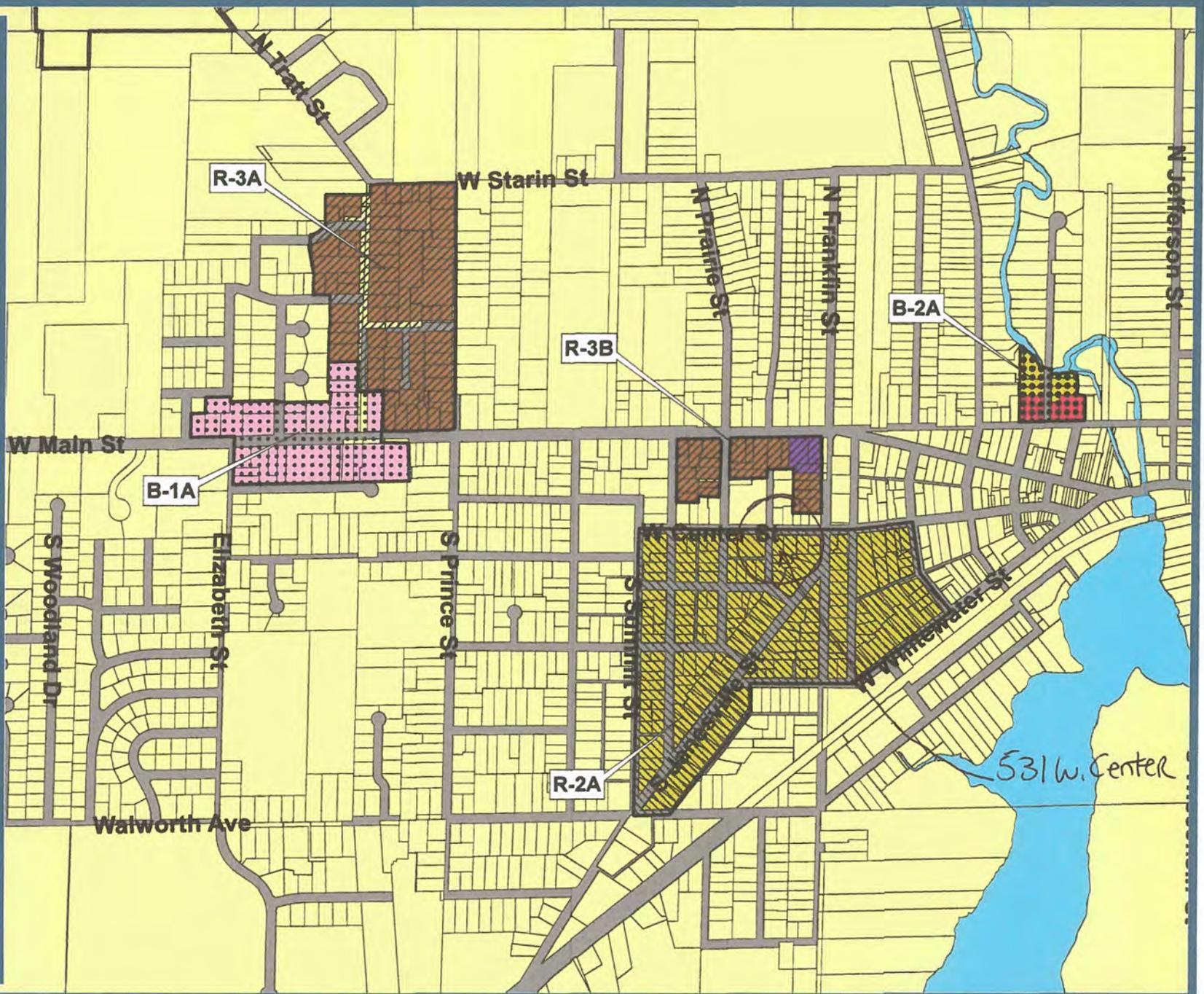
**ZONING UNDERLYING
 OVERLAY PERMISSION
 AREAS**

-  B-1
-  B-2
-  PCD
-  R-2
-  R-3



1 in = 400 ft

GRäEF



WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (~~Buyer~~/Seller) **STRIKE ONE**

1 The Offer to Purchase dated 6/19/2015 and signed by Buyer Randall Aschbrenner, or an entity to be controlled by him,
2 for purchase of real estate at 531 W. Center Street, Whitewater, Wisconsin
3 is rejected and the following Counter-Offer is hereby made. **All terms and conditions remain the same as stated in the**
4 **Offer to Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in**
5 **any other Counter-Offer unless incorporated by reference.]**

6 1. The purchase price will be \$215,000.

7
8 2. The chandelier in the family room near the fireplace is not included in the purchase price.

9
10 3. Since the City of Whitewater has not approved R2A Zoning approval for more than 6 persons, lines 435 - 438 is amended to provide
11 for 6 unrelated persons.

30 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.
31 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party
32 making the Counter-Offer on or before July 1, 2015 at 5:00 p.m. (Time is of the
33 Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless
34 otherwise provided in this Counter-Offer.

35 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as**
36 **provided at lines 31 to 34.**

37 This Counter-Offer was drafted by Mark T. Olm of Olm & Associates on 6/26/2015
38 Licensee and Firm ▲ Date ▲

39
40 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Making Counter-Offer ▲ Date ▲
41 Print name: JILLIAN BACKMAN 6/26/15 Print name: GORDON BACKMAN

42
43 Signature of Party Accepting Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲
44 Print name: Print name:

45 This Counter-Offer was presented by _____ on _____
46 Licensee and Firm ▲ Date ▲

47 This Counter-Offer is (~~rejected~~) (~~countered~~) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____

48 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
49 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-Offer**
50 **by specifying the number of the provision or the lines containing the provision. In transactions involving more than**
51 **one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

52 **NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.**

WB-11 RESIDENTIAL OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON June 19, 2015 [DATE] IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) [STRIKE THOSE NOT APPLICABLE]

GENERAL PROVISIONS The Buyer, Randall Aschbrenner And/OR Assigns, offers to purchase the Property known as [Street Address] 531 W. Center St in the Whitewater City of Walworth County of Walworth Wisconsin (insert additional description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:

■ **PURCHASE PRICE:** Two Hundred Thousand Dollars (\$ 200,000.00).

■ **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ 1,000.00 will be mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or

■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer not excluded at lines 17-18, and the following additional items: Fridge, Stove, Dishwasher, Washer and Dryer. Any furniture related items seller wishes to leave behind.
■ **NOT INCLUDED IN PURCHASE PRICE:** Seller's personal property.

CAUTION: Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented and will continue to be owned by the lessor.

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

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

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before June 24, 2015. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.

(1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.

Seller's recipient for delivery (optional): Mark Olm (seller's attorney) or Jill Backman
Buyer's recipient for delivery (optional): Randall Aschbrenner

(2) **Fax:** fax transmission of the document or written notice to the following telephone number:
Seller: (_____) Buyer: (_____)

(3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

(4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
Delivery address for Seller: _____
Delivery address for Buyer: _____

(5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

E-Mail address for Seller (optional): jillian@jillianmaorbackman.com
E-Mail address for Buyer (optional): raschbrenner21@gmail.com

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

57 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in
59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants,
60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

61 **DEFINITIONS**

62 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
63 written notice physically in the Party's possession, regardless of the method of delivery.

64 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
65 defined to include:

- 66 a. Defects in the roof.
- 67 b. Defects in the electrical system.
- 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in
69 the sale.
- 70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 71 e. Defects in the well, including unsafe well water.
- 72 f. Property is served by a joint well.
- 73 g. Defects in the septic system or other sanitary disposal system.
- 74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,
75 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether
76 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused
77 tanks.)
- 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 79 j. Defects in the basement or foundation (including cracks, seepage and bulges).
- 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 81 l. Defects in the structure of the Property.
- 82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- 84 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint,
85 lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.
86 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**
87 **properties built before 1978.**
- 88 p. Presence of asbestos or asbestos-containing materials on the Property.
- 89 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances
90 on neighboring properties.
- 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect
92 infestations.
- 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the
94 Property.
- 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership
96 without required permits.
- 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 99 w. Remodeling that may increase Property's assessed value.
- 100 x. Proposed or pending special assessments.
- 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose
102 assessments against the real property located within the district.
- 103 z. Proposed construction of a public project that may affect the use of the Property.
- 104 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,
105 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
- 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
- 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
- 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
- 109 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
110 Property.
- 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related
112 to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to
113 shoreland conditions, enforceable by the county.
- 114 gg. Other Defects affecting the Property.

115 **(Definitions Continued on page 4)**

116 **CLOSING** This transaction is to be closed no later than August 28, 2015
117 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

118 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
119 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owner's association
120 assessments, fuel and _____

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

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

123 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

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

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

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

130
131 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
132 **substantially different than the amount used for proration especially in transactions involving new construction,**
133 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
134 **regarding possible tax changes.**

135 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
136 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
137 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
138 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
139 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

140 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
141 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
142 (written) (oral) **STRIKE ONE** lease(s), if any, are None.

143 _____ Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

144 **RENTAL WEATHERIZATION** This transaction (is) (~~is not~~) **STRIKE ONE** exempt from Wisconsin Rental Weatherization
145 Standards (Wis. Admin. Code Ch. Comm 67). If not exempt, (Buyer) (~~Seller~~) **STRIKE ONE** ("Buyer" if neither is stricken) shall
146 be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for
147 compliance, Seller shall provide a Certificate of Compliance at closing.

148 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes 1-4 dwelling units to
149 provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been
150 inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries. (for example,
151 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The
152 law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the
153 contract of sale . . . to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does
154 not receive a report within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of
155 sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission
156 rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
157 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
158 rescission rights.

159 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
160 notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's
161 Real Estate Condition Report dated see lines 165-166, which was received by Buyer prior to Buyer
162 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and
163 _____

164 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

165 **ADDITIONAL PROVISIONS/CONTINGENCIES** Seller to provide Real Estate Condition report and
166 Addendum S to buyer within 5 days of offer acceptance.

167 Buyer is a licensed real estate agent in the State of WI and will receive NO commission as
168 a part of this sale.

169 _____
170 _____
171 _____
172 _____

173 **DEFINITIONS CONTINUED FROM PAGE 2**

174 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
175 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
176 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
177 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
178 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
179 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
180 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
181 closing, expire at midnight of that day.

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

185 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or
186 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
187 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as
188 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric
189 lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached
190 equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached
191 antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-
192 ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent
193 foundations and docks/piers on permanent foundations.

194 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water**
195 **conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.**

196 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

197 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
198 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
199 rounding, formulas used or other reasons, unless verified by survey or other means.

200 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building**
201 **or room dimensions, if material.**

202 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
203 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
204 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
205 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

206 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
207 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
208 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
209 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
210 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
211 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
212 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
213 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
214 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
215 be held in trust for the sole purpose of restoring the Property.

IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.

216
217 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written Conventional
218 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
219 loan commitment as described below, within 40 days of acceptance of this Offer. The financing selected shall be in an
220 amount of not less than \$ 150,000.00 for a term of not less than 3 years, amortized over not less than
221 25 years. Initial monthly payments of principal and interest shall not exceed \$ 925.00. Monthly payments may
222 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
223 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
224 fee in an amount not to exceed 1.000 % of the loan. If the purchase price under this Offer is modified, the financed
225 amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and
226 the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

227 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.**

228 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 5.500 %.
229 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
230 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
231 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
232 and interest may be adjusted to reflect interest changes.

233 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines
234 165-172 or 435-442 or in an addendum attached per line 434.

235 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
236 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
237 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
238 later than the deadline at line 219. **Buyer and Seller agree that delivery of a copy of any written loan commitment to
239 Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan
240 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
241 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
242 unacceptability.**

243 **CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
244 the loan. **BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN
245 COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
246 ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

247 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this
248 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
249 commitment.

250 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
251 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
252 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
253 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
254 transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing
255 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
256 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

257 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
258 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
259 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
260 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
261 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
262 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
263 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

264 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
265 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
266 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
267 purchase price. This contingency shall be deemed satisfied unless Buyer, within 40 days of acceptance, delivers
268 to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
269 purchase price, accompanied by a written notice of termination.

270 **CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
271 deadlines provide adequate time for performance.

272 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
273 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
274 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
275 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
276 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
277 researching comparable sales, market conditions and listings, upon inquiry.

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

281 If Buyer defaults, Seller may:

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

285 If Seller defaults, Buyer may:

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

288 In addition, the Parties may seek any other remedies available in law or equity.

289 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
290 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
291 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
292 law those disputes covered by the arbitration agreement.

293 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
294 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
295 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
296 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
297 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

301 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
302 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
303 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

304 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's
305 property located at _____, no later than _____. If Seller accepts
306 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written
307 waiver of the Closing of Buyer's Property Contingency and _____
308

309 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL**
310 **CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within _____ hours of Buyer's Actual
311 Receipt of said notice, this Offer shall be null and void.

312 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
313 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
314 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
315 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
316 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
317 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

318 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
319 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
320 Offer except: _____
321

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

325 **TITLE EVIDENCE**

326 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
327 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
328 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
329 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
330 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate
331 Condition Report and in this Offer, general taxes levied in the year of closing and _____
332

333 _____
334 _____
335 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
336 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

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

340 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
341 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
342 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

343 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
344 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after
345 the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
346 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
347 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).

348 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
349 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to
350 the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 326-335,
351 subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
352 exceptions, as appropriate.

353 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
354 objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to
355 remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is
356 unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the
357 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be
358 null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give
359 merchantable title to Buyer.

360 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior
361 to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by
362 Buyer.

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

369 **EARNEST MONEY**

370 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
371 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
372 otherwise disbursed as provided in the Offer.

373 **CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the
374 Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special
375 disbursement agreement.

376 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
377 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
378 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
379 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
380 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
381 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
382 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
383 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
384 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
385 exceed \$250, prior to disbursement.

386 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
387 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
388 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
389 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
390 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
391 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
392 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
393 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
394 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

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

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

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

410 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 395-409). This
411 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses
412 no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party
413 performing an inspection of _____

414 _____ (list any Property component(s) to be separately inspected, e.g.,
415 swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be
416 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting
417 from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed
418 by a qualified independent inspector or independent qualified third party.

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

421 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the
422 written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice
423 of Defects).

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

425 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the
426 nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

427 **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
428 Seller has right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
429 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
430 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
431 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
432 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
433 or (b) Seller does not timely deliver the written notice of election to cure.

434 **ADDENDA:** The attached _____ RECR and Addendum S _____ is/are made part of this Offer.

435 **ADDITIONAL PROVISIONS/CONTINGENCIES** Buyer will require R2A Zoning approval from City of
436 Whitewater for a minimum 7 unrelated adults prior to closing or this offer shall be null
437 and void. Closing date will depend on R2A approval timeline set forth by the City of
438 Whitewater.

439 Seller to provide buyer access with 24 hr notice to show property to prospective tenants
440 prior to closing.

441 Seller to provide buyer a certified survey map of the property and have all 4 property
442 corners marked prior to closing.

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

444 _____ on _____

445 (x) _____ June 19, 2015
446 Buyer's Signature ▲ Print Name Here ▶ Randall Aschbrenner Date ▲

447 (x) _____
448 Buyer's Signature ▲ Print Name Here ▶ _____ Date ▲

449 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

450 _____ Broker (By) _____

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

455 (x) _____
456 Seller's Signature ▲ Print Name Here ▶ Gordon Backman Date ▲

457 (x) _____
458 Seller's Signature ▲ Print Name Here ▶ Jillian Backman Date ▲

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

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

461 This Offer is rejected _____ This Offer is countered [See attached counter] _____
462 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

M E M O R A N D U M

To: City of Whitewater Plan and Architectural Review Commission

From: Christine Munz-Pritchard, City Planner

Date: August 10th 2015

Re: **Item # 9 & 10** Proposed Zoning Map Amendment to Impose the R-2A Residential Overlay District Zoning and to Enable up to Six (6) Unrelated Persons in a Residence per Section 19.19 at 228 S Church Street for RLA Properties LLC (Randall Aschbrenner).

Summary of Request		
Requested Approvals:	Zoning Map Amendment to Add the R-2A Overlay District and up to Six (6) Unrelated Persons in a Residence	
Location:	228 S Church Street	
Current Land Use:	R-2 One and Two Family Residential	
Proposed Land Use:	Same, but with up to 6 unrelated individuals	
Current Zoning:	R-2 One and Two Family Residential	
Proposed Zoning:	R-2A Overlay District over the Current R-2 Zoning District	
Comprehensive Plan's Future Land Use:	Central Area Neighborhood	
Surrounding Zoning and Current Land Uses:		
Northwest:	Subject Property	Northeast:
R-2 One & Two-Family Residence District		R-2 One & Two-Family Residence District
Southwest:	Subject Property	Southeast:
R-2 One & Two-Family Residence District		R-2 One & Two-Family Residence District

Description of the Proposal:

The existing dwelling is a single (one) family residence. This proposal involves a request to amend the Zoning Map to add the R-2A Residential Overlay zoning district to the existing R-2 zoning district and to approve a Conditional Use Permit to increase the number of permitted unrelated individuals in a non-family household from three (3) to six (6).

The R-2A Residential Overlay district is established by Chapter 19.19 of the Zoning Ordinance. Adopting the R-2A Residential Overlay district enables the consideration of a Conditional Use Permit, which if approved, would increase the number of permitted unrelated individuals in a non-family household three (3) to six (6).

The residence is a Single-family residential. Existing Lot size is .3526 acres. The principal structure will have the rear addition removed reducing the building envelope. The building will be updated to meet building code.

PLANNER'S RECOMMENDATIONS:

I recommend that the Plan and Architectural Review Commission recommend approval of the proposed Zoning Map Amendment to add the R-2A overlay zoning district and four (4) non-related individuals to the subject property, subject to the finding presented below.

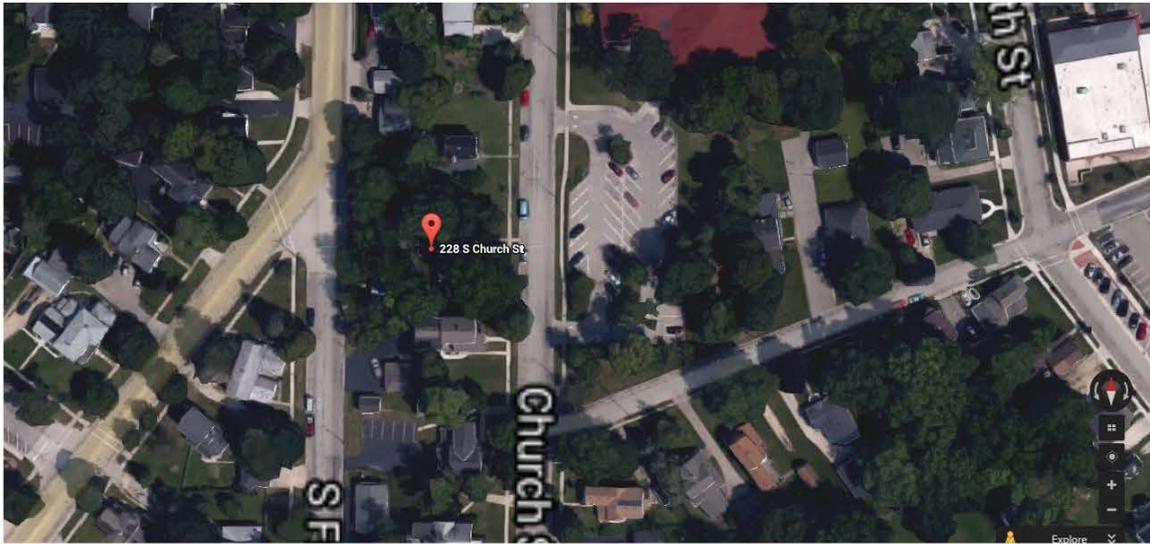
SUGGESTED FINDING TO BE MADE BY THE PLAN COMMISSION

1. Parking stalls will be required under 19.51.130. Parking stalls and driveway are to be hard surfaced with concrete or asphalt.
2. 19.19.030 over five (5) unrelated shall provide one of the following: Proof that within 2 years of the granting of the zoning permit request a certification that the property meets the requirements of the Wisconsin Rental Weatherization Program or a statement by a state-certified rental weatherization inspection states that it meets the state of Wisconsin rental unit efficiency standard.
3. Inspection to show the existing of 6 bedrooms by the City Building Inspector. Any work requires a Building Permit.
4. Any other conditions identified by City Staff or the Plan Commission.

Analysis of Proposed Conditional Use Permit for: 228 S Church Street

Conditional Use Permit Review Standards per Section 19.66.050:

STANDARD	EVALUATION	COMMENTS
1. The establishment, maintenance, or operation of the conditional use will not create a nuisance for neighboring uses or substantially reduce the values of property.	Yes	This project will involve no exterior building modifications.
2. Adequate utilities, access roads, parking, drainage, landscaping, and other necessary site improvements are being provided.	Yes	Parking is being changed to accommodate the increased non related occupancy.
3. The conditional use conforms to all applicable regulations of the district in which it is located, unless otherwise specifically exempted in this ordinance or through variance.	Yes	No exemptions or variances are being requested.
4. The conditional use conforms to the purpose and intent of the city master (comprehensive) plan.	Yes	The proposal does not change the single family use of the property.
5. The conditional use and structures are consistent with sound planning and zoning principles.	Yes	The project is consistent with the use and density requirements of the R-2A District and the Comprehensive Plan.



NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Plan Commission of the City of Whitewater, Walworth and Jefferson Counties, Wisconsin, will consider a change of the District Zoning Map for the following parcel to enact an ordinance to impose the R-2A Residential Overlay District Zoning classification under Chapter 19.19 of the Zoning Ordinance of the City of Whitewater on the following area:

<u>Property Address:</u>	<u>Tax ID #:</u>	<u>Property Owner:</u>
228 S. Church Street	OT 00116	Clarence J. Kozlowski

NOTICE IS FURTHER GIVEN that the Plan Commission of the City of Whitewater will hold a public hearing in the Whitewater Municipal Building Community Room, 312 W. Whitewater Street, on Monday, August 10, 2015, at 6:30 p.m. to hear any person for or against said change. Opinions for or against said change may also be filed in writing.

The proposal is on file in the office of the Zoning Administrator, 312 W. Whitewater Street, and may be viewed during office hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

Michele Smith, City Clerk
By Jane Wegner, Plan Commission Clerk

Dated: July 14, 2015

Publish: in "Whitewater Register"
on July 16, 2015, and July 23, 2015



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

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

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 10th day of August 2015 at 6:30 p.m. to hold a public hearing for a Conditional Use Permit, in an R-2A Overlay Zoning District, to allow for 6 unrelated persons to live in the house located at 228 S. Church Street for RLA Properties LLC. (Randall Aschbrenner). (The owner of the property is Clarence J. Kozlowski).

The proposal is on file in the office of the Zoning Administrator 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



Chris Munz-Pritchard, Neighborhood Services Director/City Planner

City of Whitewater
Combined Application for
Amendment to Zoning Map and Conditional Use Permit for
R-2A Overlay District and 4 or More Unrelated Occupants

NOTICE: The Plan Commission meetings are scheduled at 7:00 on the 2nd Monday of the month. All complete application materials must be submitted to the City Clerk by 4:00 p.m. four weeks prior to the meeting.

APPLICANT AND SUBJECT PROPERTY INFORMATION

Applicant's Name: Randall Aschbrenner

Mailing Address: PO Box 511

Phone #: 608-843-0606 Email: raschbrenner21@gmail.com

Address of Subject Property: 228 S. Church St.

Owner of Subject Property (according to property tax records on date of application):

Clarence Kozlowski

Legal Description (Name of Subdivision, Block and Lot of other Legal Descriptions):

Lot 4 Blk Original Town City of Whitewater

Agent or Representative (Planner, Engineer, Architect, Attorney, etc.):

Name of Individual: Randall Aschbrenner

Name of Firm: RLA Properties LLC

Office Address: PO Box 511 McFarland, WI 53558

Phone #: 608-843-0606 Email: raschbrenner21@gmail.com

Name of Contractor: RLA Construction & Dev. LLC

Variances:

Has either the applicant or the owner had any variances issued on the subject property?

NO

YES _____ Date: _____

Description of Variance(s):

EXISTING ZONING AND LAND USE

Current Use of Subject Property (be specific):

R-2 Single Family

Future Land Use Designation (as depicted in the Comprehensive Plan on Future Land Use Map #5 on page 103 of the Feb.2, 2010 Comprehensive Plan, Amended Oct. 5, 2010):

R-2 Single Family 6 Bedroom

Current Zoning District(s) of Subject Property (cite zoning district(s) shown on Zoning Map):

R-2

REQUESTED LAND USE, ZONING and CONDITIONAL USE

Proposed Land Use of Property including Number of Occupants and Bedrooms (be specific):

R2A Single Family 6 Bedrooms 6 unrelated Occupants

Requested Zoning District(s) including Overlay District(s) (see attached R-2A Overlay District Map):

Zoning District requested: R2A

Overlay District requested: R2A

Conditional Use requested: _____

STANDARDS FOR REVIEW AND APPROVAL

The Plan and Architectural Review Commission will use the standards listed in Table 1 (for Zoning Map Amendments) and Table 2 (for Conditional Use Permits) on the following pages, when reviewing applications for zoning amendments and conditional uses.

The Applicant is required to demonstrate how the proposed Zoning Map Amendment and Conditional Use Permit for the subject property will meet the standards for approval by filling in each box with a specific explanation of how each standard will be met.

The City of Whitewater Zoning Ordinance authorizes the Plan Commission to place conditions on approved conditional uses. "Conditions" such as landscaping, architectural design, type of construction, construction commencement and completion dates, sureties, lighting, fencing, plantation, deed restrictions, highway access restrictions, increased yards or parking requirements may be affected. "Conditional Uses" may be subject to time limits or requirements for periodic review by staff.

The City of Whitewater Zoning Ordinance authorizes the Plan Commission to hold a public hearing and make recommendation to the City Council for the proposed changes (Section 19.69).

Table 1: STANDARDS FOR ZONING MAP AMENDMENT REVIEW AND APPROVAL

STANDARD	APPLICANT'S EXPLANATION of HOW THIS REQUEST MEETS THE STANDARD ("Yes" is not a sufficient answer)
The proposed amendment for future structure, addition, alteration or use will meet the minimum standards of this title for the district being proposed;	existing structure envelope will be reduced. existing lean-to Addition on back of house to be removed.
The proposed development will be consistent with the adopted city Comprehensive Plan;	Yes. meets criteria
The proposed development will be compatible with and preserve the important natural features of the site;	Yes. tree trimming and much needed general property cleanup to be done first!!
The proposed use will not create a nuisance for neighboring uses, or unduly reduce the values of an adjoining property;	property needs major TLC. Expect a drastic improvement to property.
The proposed development will not create traffic circulation or parking problems;	None expected
The mass, volume, architectural features, materials and/or setback of proposed structures, additions or alterations will appear to be compatible with existing buildings in the immediate area;	Building envelope character will remain intact.
Landmark structures on the National Register of Historic Places will be recognized as products of their own time. Alterations which have no historical basis will not be permitted;	N/A
The proposed structure, addition or alteration will not substantially reduce the availability of sunlight or solar access on adjoining properties.	It Only enhance and increase value of neighborhood.

Table 2: STANDARDS FOR CONDITIONAL USE REVIEW AND APPROVAL

STANDARD From Section 19.66.050	APPLICANT'S EXPLANATION of HOW THIS REQUEST MEETS THE STANDARD ("Yes" is not a sufficient answer)
That the establishment, maintenance, or operation of the Conditional Use will not create a nuisance for neighboring uses or substantially reduce value of other property.	<i>None expected.</i>
That utilities, access roads, parking, drainage, landscaping, and other necessary site improvements are being provided.	<i>All will be performed properly to code.</i>
That the conditional use conforms to all applicable regulations of the district in which it is located, unless otherwise specifically exempted by this ordinance.	<i>N/A</i>
That the conditional use conforms to the purpose and intent of the city Comprehensive Plan.	<i>N/A</i>
The conditional use and structure are consistent with sound planning and zoning principles.	<i>N/A</i>

**Refer to Chapter 19.66.050 of the City of Whitewater Municipal Code, entitled CONDITIONAL USES, for more information.

RECORD OF APPLICATION FEES FOR
ZONING MAP APPROVALS AND CONDITIONAL USE PERMITS

To be completed by Neighborhood Services Department:

Fee for Amendment to Zoning Map: \$200.00	
Date Application Fee Received by City <u>7-13-15</u>	Receipt No. <u>6.012022</u>
Received by <u>J. Wegner</u>	

To be completed by Neighborhood Services Department:

Fee for Conditional Use Permit: \$100.00	
Date Application Fee Received by City <u>7-13-15</u>	Receipt No. <u>6.012022</u>
Received by <u>J. Wegner</u>	

Applicant Signature:  Date: 7/16/15

Print Name: RANDALL ASCHBRENNER

Applicant Signature: _____ Date: _____

Print Name: _____

RECORD OF ZONING MAP AMENDMENT ACTION TAKEN

By Plan and Architectural Review Commission:

Date noticesenttoowners of record of opposite & abutting properties: 7-28-15

Date of conceptpresentation (optional) to Plan & Architectural Review Board: _____

Date of publichearing for Zoning Map Amendment: 8-10-15

Date set for consideration/action by Common Council: _____

Plan & Architectural Review Commission decision on Zoning Map Amendment is:

Recommended _____

Recommended with Conditions _____ (see below)

Not Recommended _____

Conditions set upon ZONING MAP AMENDMENT by Plan and Architectural Review Commission:

Signature of Plan & Architectural Review Chairperson

Date

RECORD OF ZONING MAP AMENDMENT ACTION TAKEN

By Common Council:

Date set for consideration/action by Common Council: _____

Common Council decision on Zoning Map Amendment is:

Granted _____

Granted with Conditions _____ (see below)

Not Granted _____

Conditions set upon ZONING MAP AMENDMENT by Common Council:

Signature of Common Council Chairperson

Date

RECORD OF CONDITIONAL USE PERMIT ACTION TAKEN:

Date noticesenttoowners of record of opposite & abutting properties: 7-28-15

Date of conceptpresentation (optional) to Plan & Architectural Review Board: _____

Date noticepublishedforpublichearing before Plan & Architectural Review Board: 8-10-15

Date of publichearing for Conditional Use Permit: 8-10-15

Date setforconsideration/action by Plan & Architectural Review Board: 8-10-15

Plan & Architectural Review Commission decision on Conditional Use Permit:

Granted _____
Granted with Conditions _____ (see below)
Not Granted _____

Conditions set upon CONDITIONAL USE PERMIT by Plan and Architectural Review Commission:

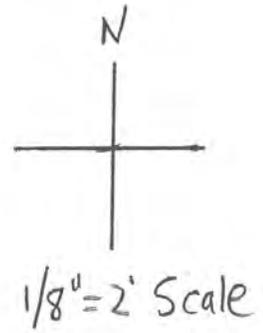
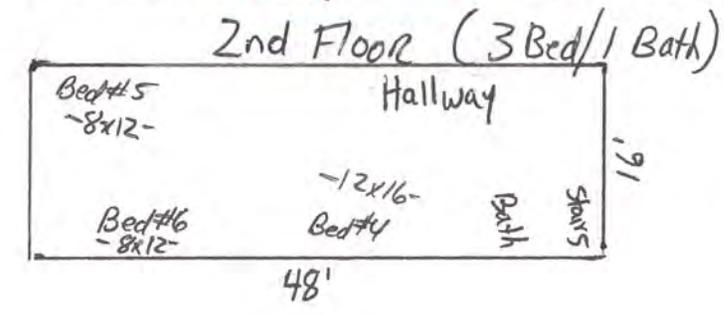
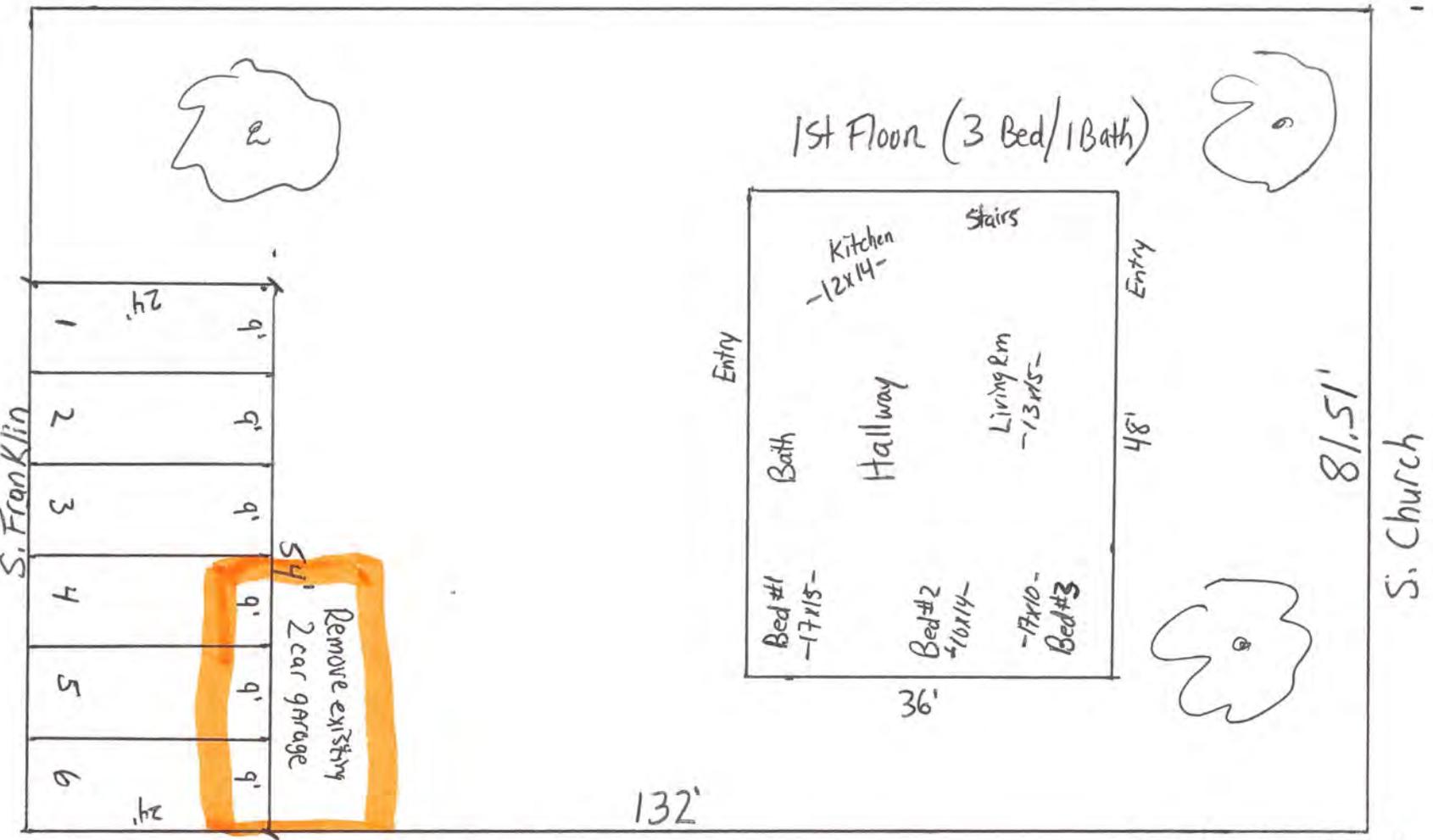
Signature of Plan & Architectural Review Chairperson

Date

R-2AZoningMapAmendment andConditional UseApplication

To Be Completed By
THE NEIGHBORHOOD SERVICES DEPARTMENT

- 1) Complete application with accompanying materials received on: 7-13-15
- 2) Plan Commission meeting date: 8-10-15
- 3) Application reviewed by city staff (name): _____ Date: _____
- 4) Date notice of public hearing sent to owners of record of opposite & abutting properties: 7-28-15
- 5) Date of Publish of Class 1 Notice for Public Hearing before
Plan & Architectural Review Board: 7-30-15
- 6) Date of Public Hearing for Zoning Map Amendment 8-10-15
- 7) Date of Public Hearing on Conditional Use Permit 8-10-15
- 8) Date of Zoning Amendment consideration by Common Council _____



228 S. Church R2A Zoning
 Lot Size: 10,758 ft²
 Building Env.: 1,728 ft²
 Parking Area: 1,296 ft²
 28% impervious surface
 RLA Properties LLC c/o RANBY Aschbrenner
 608-843-0606

ZONING MAP
OVERLAY PERMISSION
AREA MAP

CITY OF WHITEWATER
 WISCONSIN

OVERLAY PERMISSION AREAS

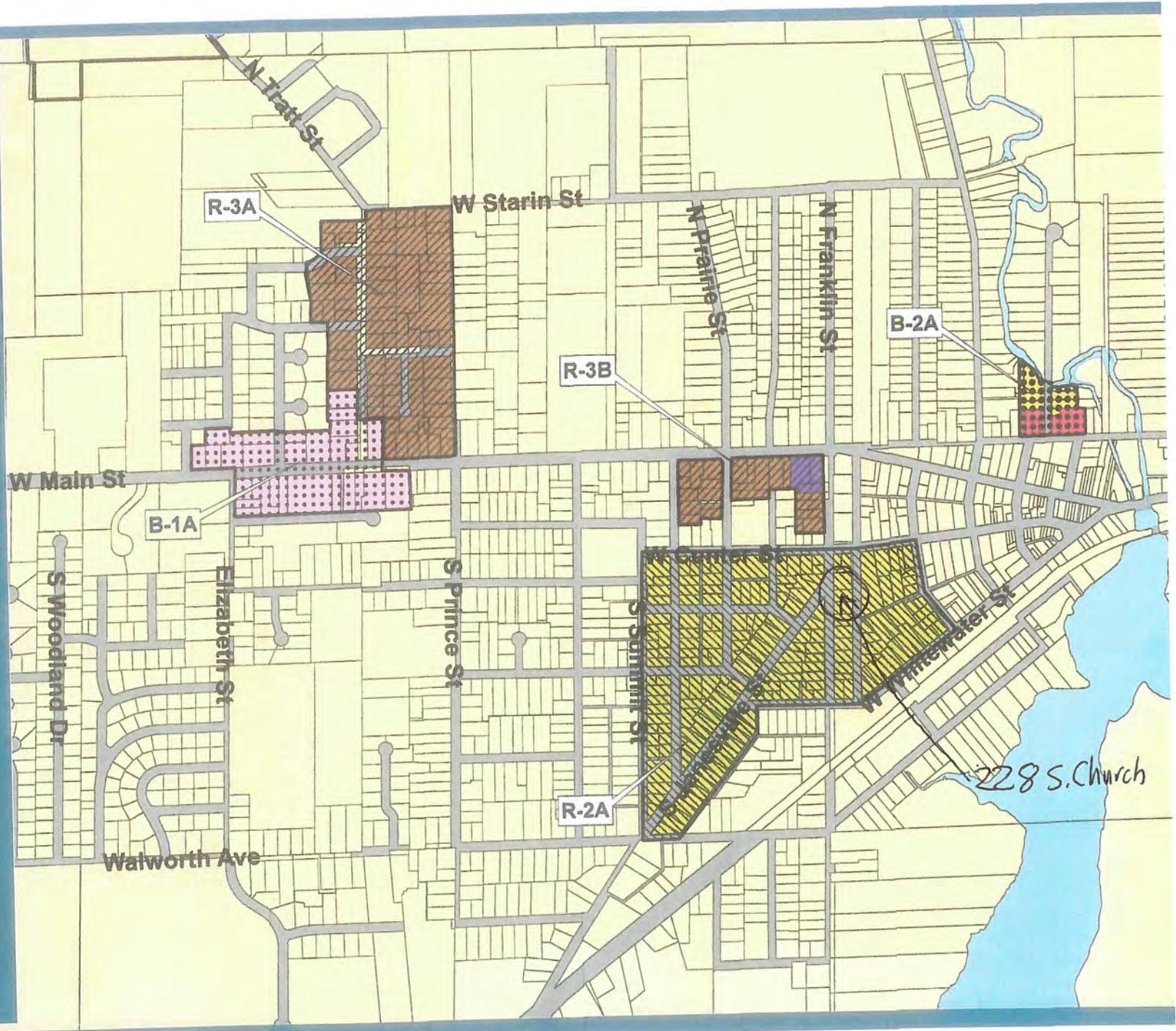
-  Proposed B-1 Overlay
-  Proposed B-2 Overlay
-  Proposed R-2 Overlay
-  Proposed R-3 Overlay

ZONING UNDERLYING
OVERLAY PERMISSION
AREAS

-  B-1
-  B-2
-  PCD
-  R-2
-  R-3



GRUEF





Walworth County, WI Land Information Division

Property Details

Municipality: CITY OF WHITEWATER
 Parcel Number: /OT 00116
 School District: 6461-SCH WHITEWATER
 Zoning District:

Owner Information

Owner Name: CLARENCE J KOZLOWSKI
 Owner Name 2:
 Mailing Address: 228 S CHURCH ST

WHITEWATER WI, 53190000

2014 Valuation Information

Land: \$47,200.00
 Improvements: \$88,500.00
 Total: \$135,700.00
 Acres: 0.2500
 Fair Market Value: \$136,000.00
 Assessment Ratio: 0.9972237350
 Mill Rate: 0.0212910859

Tax Information

First Dollar Credit: \$76.17	School Credit: \$227.50
Special Assessment: \$0.00	Lottery Credit: \$128.91
Delinquent Utility Charge: \$0.00	Special Charges: \$0.00
Managed Forest Land Taxes: \$0.00	Private Forest Crop Taxes: \$0.00
Total Billed: \$2,684.11	Woodland Tax Law Taxes: \$0.00
Net Tax: \$2,684.11	

Tax Jurisdictions

WALWORTH COUNTY \$626.79
 CITY OF WHITEWATER \$766.66
 STATE OF WISCONSIN \$23.10
 GATEWAY TECHNICAL \$104.86
 SCH WHITEWATER \$1367.78

Elected Officials / Voting Districts

Supervisory District: Paul Yvarra (D4)
 State Representative: Andy Jorgensen(D) (43rd District)
 State Senator: Janis Ringhand(D) (15th District)
 US Representative: James Sensenbrenner(R) (5th District)
 US Senator: Ron Johnson (R) & Tammy Baldwin (D)

Soil Classification

<u>Soil Type</u>	<u>Soil Name</u>	<u>Acres</u>
PsB	PLANO SILT LOAM, 2 TO 6 PERCENT SLOPES	0.2526

Special Assessments / Charges

Property Address

228 S CHURCH ST WHITEWATER

Legal Description

LOT 4 BLK 12 ORIGINAL TOWN CITY OF WHITEWATER

Disclaimer

The information provided in this property information page is not official information. All official tax information is recorded in the Walworth County Treasurer's Office. To verify tax payment/payoff status, contact the Walworth County Treasurer's Office at 262-741-4251.

WB-11 RESIDENTIAL OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON June 30, 2015 [DATE] IS (AGENT OF BUYER)
(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) [STRIKE THOSE NOT APPLICABLE]

GENERAL PROVISIONS The Buyer, Randall Aschbrenner
, offers to purchase the Property known as [Street Address] 228 Church St.
 in the City
of Whitewater, County of Walworth Wisconsin (insert additional
description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:

PURCHASE PRICE: Fifty Thousand
 Dollars (\$ 50,000.00)

EARNEST MONEY of \$ accompanies this Offer and earnest money of \$ 1,000.00
will be mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or

THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on
the date of this Offer not excluded at lines 17-18, and the following additional items: Fridge, Stove and other
appliances left behind by seller.

NOT INCLUDED IN PURCHASE PRICE: Seller's personal property.

CAUTION: Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented
and will continue to be owned by the lessor.

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

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

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
running from acceptance provide adequate time for both binding acceptance and performance.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
or before July 7, 2015. Seller may keep the Property on the
market and accept secondary offers after binding acceptance of this Offer.

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

OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
OR ARE LEFT BLANK.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and
written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.

(1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
named at line 38 or 39

Seller's recipient for delivery (optional): Michael Maas-Tincher Realty

Buyer's recipient for delivery (optional): Randall Aschbrenner-The Spanos Co.

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

(3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for
delivery to the Party's delivery address at line 47 or 48.

(4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

Delivery address for Seller:

Delivery address for Buyer:

(5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

E-Mail address for Seller (optional): michaelmaas@tincherrealty.com

E-Mail address for Buyer (optional): raschbrenner21@gmail.com

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

57 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in
 59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants,
 60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

61 **DEFINITIONS**

62 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 63 written notice physically in the Party's possession, regardless of the method of delivery.

64 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 65 defined to include:

- 66 a. Defects in the roof.
- 67 b. Defects in the electrical system
- 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in
 69 the sale.
- 70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 71 e. Defects in the well, including unsafe well water.
- 72 f. Property is served by a joint well.
- 73 g. Defects in the septic system or other sanitary disposal system.
- 74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,
 75 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether
 76 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused
 77 tanks.)
- 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 79 j. Defects in the basement or foundation (including cracks, seepage and bulges).
- 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 81 l. Defects in the structure of the Property.
- 82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- 84 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint,
 85 lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.
 86 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential
 87 properties built before 1978.**
- 88 p. Presence of asbestos or asbestos-containing materials on the Property.
- 89 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances
 90 on neighboring properties.
- 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect
 92 infestations.
- 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the
 94 Property.
- 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership
 96 without required permits.
- 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 99 w. Remodeling that may increase Property's assessed value.
- 100 x. Proposed or pending special assessments.
- 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose
 102 assessments against the real property located within the district.
- 103 z. Proposed construction of a public project that may affect the use of the Property.
- 104 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,
 105 rights-of-way, easements or another use of a part of the Property by non-owners other than recorded utility easements.
- 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
- 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
- 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
- 109 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 110 Property.
- 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related
 112 to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to
 113 shoreland conditions, enforceable by the county.
- 114 gg. Other Defects affecting the Property.

115 **(Definitions Continued on page 4)**

- 116 **CLOSING** This transaction is to be closed no later than September 4, 2015
 117 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.
- 118 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values.
 119 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owner's association
 120 assessments, fuel and _____
- 121 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
 122 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
 123 Real estate taxes shall be prorated at closing based on (CHECK BOX FOR APPLICABLE PRORATION FORMULA):
 124 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
 125 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
 126 APPLIES IF NO BOX IS CHECKED)
 127 Current assessment times current mill rate (current means as of the date of closing)
 128 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
 129 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
 130
- 131 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
 132 **substantially different than the amount used for proration especially in transactions involving new construction,**
 133 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
 134 **regarding possible tax changes.**
- 135 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
 136 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
 137 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 138 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 139 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.
- 140 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
 141 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
 142 (written) (oral) **STRIKE ONE** lease(s), if any, are **Not leased**.
 143 _____, Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.
- 144 **RENTAL WEATHERIZATION** This transaction (is) (~~is not~~) **STRIKE ONE** exempt from Wisconsin Rental Weatherization
 145 Standards (Wis. Admin. Code Ch. Comm 67). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall
 146 be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for
 147 compliance, Seller shall provide a Certificate of Compliance at closing.
- 148 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes 1-4 dwelling units to
 149 provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been
 150 inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,
 151 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The
 152 law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the
 153 contract of sale . . . to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does
 154 not receive a report within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of
 155 sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission
 156 rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
 157 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
 158 rescission rights.
- 159 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
 160 notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's
 161 Real Estate Condition Report dated March 18, 2015 which was received by Buyer prior to Buyer
 162 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and
 163 _____
- 164 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**
- 165 **ADDITIONAL PROVISIONS/CONTINGENCIES** Buyer is a licensed Realtor in the State of WI.
 166 Seller to credit buyer \$1,200 for closing costs in place of 2.4% commission for selling
 167 agent's office.
 168 This sale is contingent on buyer obtaining approval for 5 unrelated adults per City of
 169 Whitewater R2A zoning process. Closing date TBD by R2A zoning approval timetable. Offer is
 170 null & void if R2A approval is not approved.
 171 _____
 172 _____

DEFINITIONS CONTINUED FROM PAGE 2

173 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
 174 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
 175 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
 176 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
 177 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
 178 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
 179 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
 180 closing, expire at midnight of that day.

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

185 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or
 186 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
 187 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as
 188 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric
 189 lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached
 190 equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached
 191 antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-
 192 ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent
 193 foundations and docks/piers on permanent foundations.

194 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water**
 195 **conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.**

196 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

197 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
 198 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
 199 rounding, formulas used or other reasons, unless verified by survey or other means.

200 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building**
 201 **or room dimensions, if material.**

202 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 203 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 204 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 205 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

206 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
 207 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 208 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 209 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 210 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 211 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 212 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 213 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 214 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 215 be held in trust for the sole purpose of restoring the Property.

IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.

216
 217 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
 218 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
 219 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
 220 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than
 221 _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
 222 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
 223 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
 224 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed
 225 amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and
 226 the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

227 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.**

228 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
 229 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
 230 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
 231 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
 232 and interest may be adjusted to reflect interest changes.

233 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines
 234 165-172 or 435-442 or in an addendum attached per line 434.

235 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
 236 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
 237 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
 238 later than the deadline at line 219. Buyer and Seller agree that delivery of a copy of any written loan commitment to
 239 Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan
 240 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
 241 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
 242 unacceptability.

243 **CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
 244 the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN
 245 COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
 246 ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

247 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
 248 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
 249 commitment.

250 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
 251 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
 252 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
 253 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
 254 transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing
 255 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
 256 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

257 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
 258 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
 259 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
 260 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
 261 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
 262 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
 263 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

264 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
 265 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
 266 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
 267 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
 268 to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
 269 purchase price, accompanied by a written notice of termination.

270 **CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
 271 deadlines provide adequate time for performance.

272 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
 273 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
 274 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
 275 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
 276 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
 277 researching comparable sales, market conditions and listings, upon inquiry.

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

281 If Buyer defaults, Seller may:

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

285 If Seller defaults, Buyer may:

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

288 In addition, the Parties may seek any other remedies available in law or equity.

289 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
 290 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
 291 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
 292 law those disputes covered by the arbitration agreement.

293 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
 294 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
 295 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
 296 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
 297 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

301 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
 302 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
 303 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

304 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's
305 property located at _____, no later than _____. If Seller accepts
306 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written
307 waiver of the Closing of Buyer's Property Contingency and _____
308

309 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL**
310 **CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within _____ hours of Buyer's Actual
311 Receipt of said notice, this Offer shall be null and void.

312 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
313 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
314 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
315 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
316 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
317 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

318 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
319 occupancy; (4) date of closing; (5) contingency Deadlines **[STRIKE AS APPLICABLE]** and all other dates and Deadlines in this
320 Offer except: _____
321

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

325 **TITLE EVIDENCE**

326 ■ **CONVEYANCE OF TITLE.** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
327 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
328 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
329 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
330 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate
331 Condition Report and in this Offer, general taxes levied in the year of closing and _____
332

333 _____
334 _____
335 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
336 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

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

340 ■ **TITLE EVIDENCE.** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
341 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
342 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

343 ■ **GAP ENDORSEMENT.** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
344 **[STRIKE ONE]** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after
345 the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
346 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
347 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).

348 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
349 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to
350 the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 326-335,
351 subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
352 exceptions, as appropriate.

353 ■ **TITLE NOT ACCEPTABLE FOR CLOSING.** If title is not acceptable for closing, Buyer shall notify Seller in writing of
354 objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to
355 remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is
356 unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the
357 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be
358 null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give
359 merchantable title to Buyer

360 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES.** Special assessments, if any, levied or for work actually commenced prior
 361 to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by
 362 Buyer.

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

369 **EARNEST MONEY**

370 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
 371 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
 372 otherwise disbursed as provided in the Offer.

373 **CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the
 374 Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special
 375 disbursement agreement.

376 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
 377 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
 378 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
 379 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
 380 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
 381 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 382 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
 383 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
 384 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
 385 exceed \$250, prior to disbursement.

386 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
 387 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
 388 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
 389 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
 390 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
 391 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
 392 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
 393 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
 394 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

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

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

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

410 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 395-409). This
411 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses
412 no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party
413 performing an inspection of _____

414 _____ (list any Property component(s) to be separately inspected, e.g.,
415 swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be
416 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting
417 from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed
418 by a qualified independent inspector or independent qualified third party.

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

421 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the
422 written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice
423 of Defects).

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

425 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the
426 nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

427 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If
428 Seller has right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
429 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
430 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
431 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
432 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
433 or (b) Seller does not timely deliver the written notice of election to cure.

434 **ADDENDA:** The attached RECR & Addendum 5 is/are made part of this Offer.

435 **ADDITIONAL PROVISIONS/CONTINGENCIES** This is a cash offer. Buyer waives Inspection,
436 Financing and Appraisal contingencies.

443 This Offer was drafted by [Licensee and Firm] Randall Aschbrenner-The Spanos Co.

444 _____ or _____
445 (x) [Signature] June 30, 2015
446 Buyer's Signature ▲ Print Name Here ▶ Randall Aschbrenner Date ▲

447 (x) _____
448 Buyer's Signature ▲ Print Name Here ▶ _____ Date ▲

449 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
450 _____ Broker (By) _____

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

455 (x) [Signature] 7/10/15
456 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

457 (x) _____
458 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

459 This Offer was presented to Seller by [Licensee and Firm] Michael Maas, Trencher Realty, Inc
460 _____ on 7/10/15 at 12:00 a.m./p.m. (circle)

461 This Offer is rejected _____ This Offer is countered [See attached counter] _____
462 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲