Plan & Architectural Review Meeting



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

Monday, April 08, 2024 - 6:00 PM

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

> Plan and Architectural Review Commission Apr 8, 2024, 6:00 – 8:30 PM (America/Chicago)

Please join my meeting from your computer, tablet or smartphone. <u>https://meet.goto.com/319861005</u>

> You can also dial in using your phone. Access Code: 319-861-005 United States: <u>+1 (312) 757-3121</u>

Get the app now and be ready when your first meeting starts: <u>https://meet.goto.com/install</u>

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

AGENDA

CALL TO ORDER AND ROLL CALL

APPROVAL OF MINUTES

1. Approval of Minutes for March 8, 2024

HEARING OF CITIZEN COMMENTS

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

SITE PLAN REVIEWS

- 2. Conceptual Plan Review of a possbile multi-family development to be located on vacant land Tax Parcel # WPB 00044 for Chris Slater.
- 3. Site Plan Review and possible approval of Addition and Renovations for the Irvin L. Young Library located at 431 W Center Street Tax Parcel #'s /OT 00196 and /OT 00197.

PUBLIC HEARINGS

- <u>4.</u> Discussion and possible approval of a Certified Survey Map (CSM) for Land Division creating two new lots for Tax Parcel # /HAS 00067 located at 218 Elkhorn Road for Knudson-East Troy, LLC.
- 5. Discussion and possible approval of a Conditional Use Permit for a proposed Dog Daycare Facility located on a vacant lot on Bluff Road Tax Parcel Id # /A 353600002 for Daniel and Janiel Kistle d/b/a The Royal Hounds of Whitewater.
- 6. Discussion and possible approval of a Conditional Use Permit for a new Wireless Telecommunication Facility and Free Standing Tower to be located at 312 Elkhorn Road, Tax Parcel # /A919 00003 for LCC Telecom Services.

FUTURE AGENDA ITEMS

NEXT MEETING DATE MAY 13, 2024.

ADJOURNMENT

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

> c/o Neighborhood Services 312 W. Whitewater Street Whitewater, WI 53190 or Idostie@whitewater-wi.gov



Plan & Architectural Review Meeting

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

Monday, March 11, 2024 - 6:00 PM

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

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

MINUTES

CALL TO ORDER AT 6:00 P.M.

ROLL CALL

PRESENT:

Councilmember Brienne Brown Board Member Andrew Crone Chairperson Tom Miller Board Member Bruce Parker Board Member Brian Schanen Board Member Michael Smith

ABSENT:

Councilmember Neil Hicks Board Member Carol McCormick Board Member John Beerman Board Member Jeffery Weigel Board Member Sherry Stanek

STAFF

Taylor Zeinert, Interim Economic Director Allison Schwark, Planner and Zoning Administrator Jonathan McDonnell, City Attorney Llana Dostie, Neighborhood Services Administrative Assistant

APPROVAL OF FEBRUARY MINUTES

1. Minutes for February 12, 2024.

Motion made by Schanen to approve minutes for February 12, 2024 meeting. Motion was with a second by Miller.

Ayes: Crone, Miller, Parker, Schanen, Smith, Brown this motion passed unanimously

HEARING OF CITIZEN COMMENTS

Citizen Daniel Kitstle stood up to make a comment he was at the wrong meeting date.

2. Discussion and possible approval of a Conditional Use Permit for a second wall sign and an 18 foot pylon sign for Aldi's located at 1380 W Main Street, Parcel # /A513300001.

Planner provide a summary of the request. Aldi is requesting two all signs which is one sign over the ordinance and one pylon sign.

John Doyle representative for Aldi's signs stated the summary provided by planner was correct. Pylon would be set back 45 feet from road.

Planner did mention that the comprehensive plan recommends the monument sign not a pylon. City felt that the pylon was a good fit. Approval was recommended.

Parker as about the set back of the east property line.

Doyle didn't have the east lot line on the drawing it is in the area of 15 to 18 ft.

Schanen about the visual triangle. Planner confirmed that it would not create any vision triangle issues.

Crone asked about other pylon signs in the area.

Motion made by Brown to approve Conditional Use Permit with Planners recommendation with a second from Schanen.

Ayes: Crone, Miller, Parker, Schanen, Smith, Brown this motion passed unanimously.

FUTURE AGENDA ITEMS

NEXT MEETING DATE IS APRIL 8, 2024.

ADJOURNMENT AT 6:13 P.M.

Motion made by Parker with a second from Schanen.

Ayes: Crone, Miller, Parker, Schanen, Smith and Brown this motion passed unanimously.

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

c/o Neighborhood Services 312 W. Whitewater Street Whitewater, WI 53190 or Idostie@whitewater-wi.gov





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

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

March 28, 2024

RE: Memorandum Moraine View Parkway Conceptual Review

The applicant is requesting a concept review of a multi-unit, multi-family development within the City of Whitewater. The development would be comprised of 8, 16-unit buildings on a 10.175-acre parcel.

The parcel more precisely identified as /WPB 00044 is currently zoned R-3 Multi-family Residential.

Based upon the requirements of our R-3 Ordinance, Multi-family over 4 units is permitted by Conditional Use.

During a preliminary review, the concept plan as submitted is in full compliance with all applicable requirements of the zoning district in which it is located in including:

19.21.060 - Yard requirements.

- A. Front, thirty feet first floor.
- B. Side, fifteen feet; corner lots twenty-five feet.
- C. Rear, thirty feet.

D. Shore, seventy-five feet. All shoreland shall be in compliance with Chapter 19.46, and in addition may require DNR approval.

19.21.080 - Building height.

Maximum building height in the R-3 district is forty-five feet. The maximum building height is also subject to fire safety limitations. The maximum building height may be increased under the provisions of a conditional use permit.

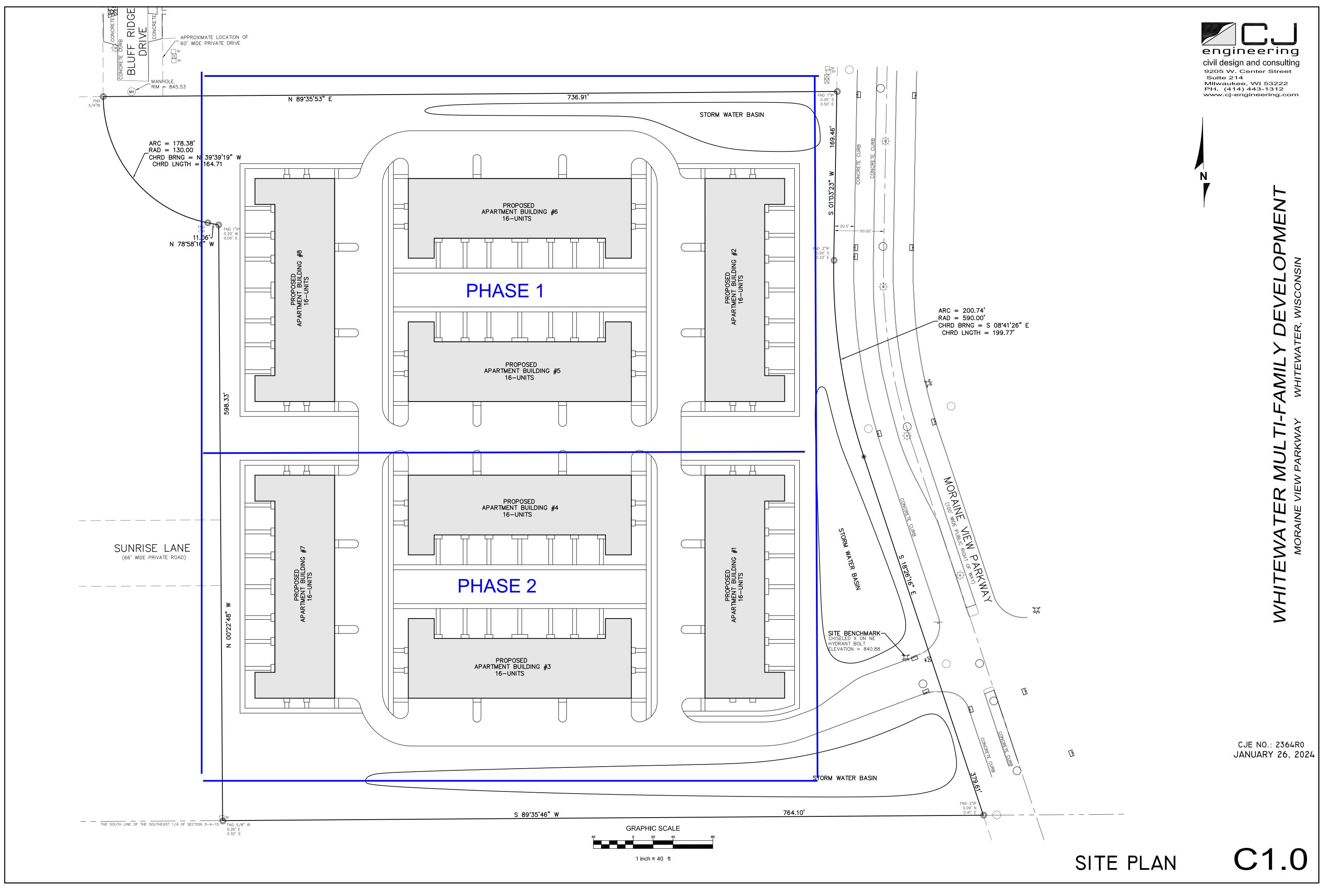
The developer shall apply for a Conditional Use Permit and Site Plan Review for full and final approval of the multifamily residential project.

It is staff recommendation that the entire project be approved through one conditional use permit, even if the property is built out in phases, versus one conditional use permit for each building.

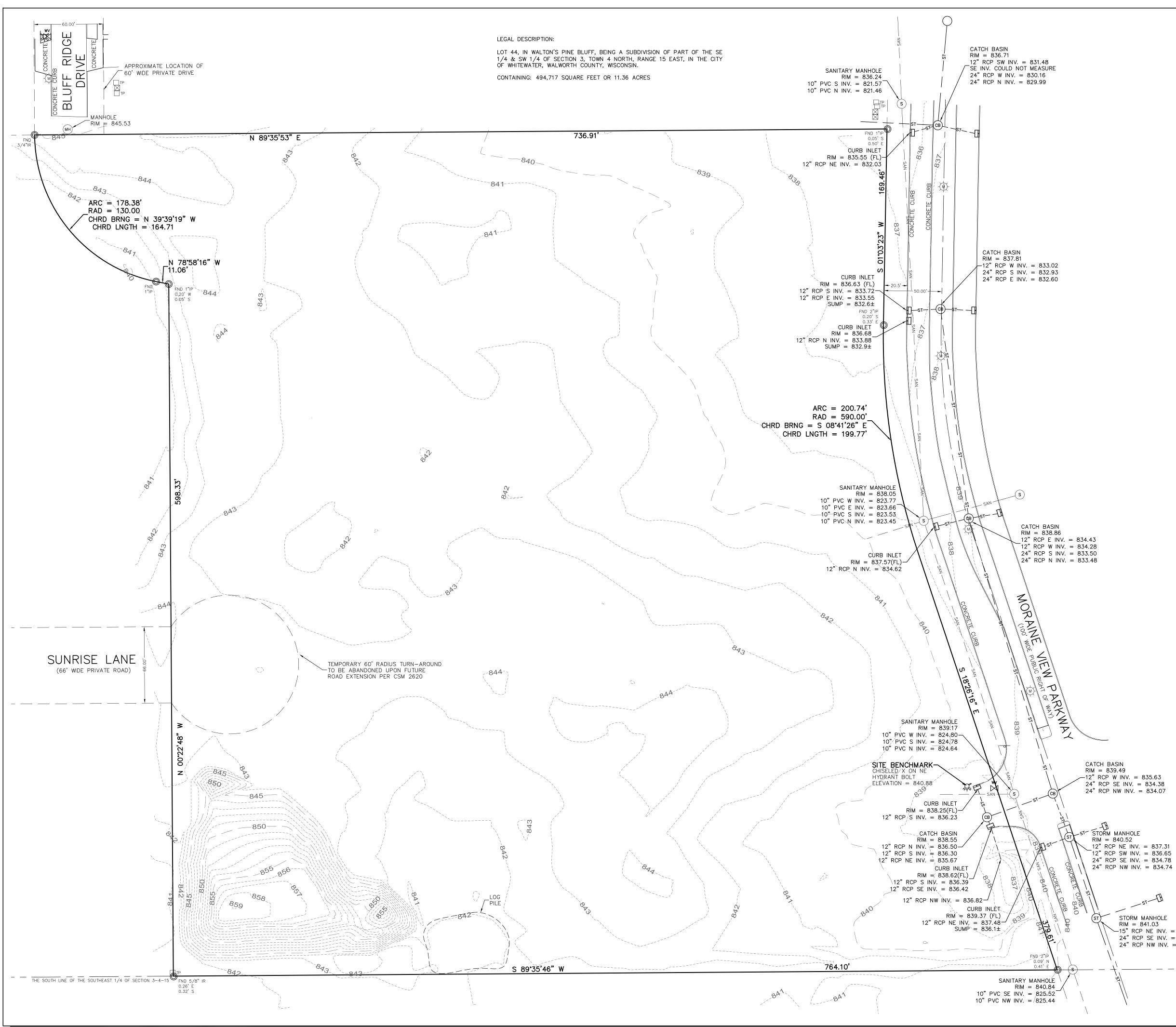
Additionally, staff recommends the developer work with the City on a development agreement, which shall encompass conditions of phasing.

Regards,

Allison Schwark Municipal Code Enforcement Zoning Administrator 262-249-6701 mcodeenforcement@gmail.com Item 2.



CONCEPTUAL SITE PLAN







CAPITOL SURVEY ENTERPRISES 220 REGENCY CT. STE. 210 **BROOKFIELD, WI 53045** Рн: (262) 786-6600 FAX: (414) 786-6608 WWW.CAPITOLSURVEY.COM



NOTES

1. SUBJECT PROPERTY ZONED: R-3, MULTI FAMILY RESIDENTIAL.

2. SETBACKS BASED ON THE CITY OF WHITEWATER ZONING CODE AND ARE AS FOLLOWS:

YARD REQUIREMENTS:

A. FRONT, THIRTY FEET FIRST FLOOR. B. SIDE, FIFTEEN FEET; CORNER LOTS TWENTY-FIVE FEET.

C. REAR, THIRTY FEET. D. SHORE, SEVENTY-FIVE FEET. ALL SHORELAND SHALL BE IN COMPLIANCE WITH CHAPTER 19.46, AND IN ADDITION MAY REQUIRE DNR APPROVAL.

3. LEGAL DESCRIPTION BASED ON INFORMATION FROM WALWORTH COUNTY TAX RECORDS. LEGAL DESCRIPTION NOT PROVIDED BY CLIENT.

4. THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, ON INFORMATION FURNISHED BY THE UTILITY COMPANIES, DIGGERS HOTLINE AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

5. SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X: AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN, PER INFORMATION FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 55127COO29E, WITH A DATE OF IDENTIFICATION OF 9/3/2014, IN COMMUNITY NO. 550200, CITY OF WHITEWATER, WHICH IS THE COMMUNITY IN WHICH THE SUBJECT PROPERTY IS SITUATED.

6. PROJECT BENCHMARK - THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 3-4-15, FOUND CONCRETE MONUMENT WITH BRASS CAP WITH AN ELEVATION OF 829.59.

7. SITE BENCHMARK - CHISELED CROSS ON NORTHEAST BOLT ON HYDRANT. AS SHOWN HEREON.

8. ELEVATIONS BASED ON INFORMATION FROM S.E.W.R.P.C. AND ARE AT NAVD OF 1988(12).

9. SURVEY DATUM: COORDINATES ARE BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM (WCCS), WALWORTH COUNTY. NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83(2011)).

	LEGEND	⊠	ELECTRIC TRAI
— SAN ——	SANITARY SEWER	EP	ELECTRIC PEDE
— ST ——	STORM SEWER	EB	ELECTRIC BOX
—— w ——	WATER MAIN	ТВ	TELEPHONE BO
G	BURIED GAS LINE	TP	TELEPHONE PE
TEL	BURIED TELEPHONE LINE	TV	TV PEDESTAL
— E —	BURIED ELECTRIC LINE	GM	GAS METER
— F0 ——	BURIED FIBER OPTIC LINE	А	AIR CONDITION
— // ——	OVERHEAD UTILITY LINES	പ	UTILITY POLE
—— CATV——	BURIED CABLE TELEVISION LINES	—u—	WOOD SIGN
——СОМВ ——	COMBINATION SEWER	-0-	METAL SIGN
-00	WOOD FENCE	P	FLAG POLE
	METAL FENCE	o	BOLLARD
$\frown \frown \frown \frown \frown$	EDGE OF TREES AND BRUSH	¢	BOLLARD LIGH
994.32 DS 🕀	DOOR SILL ELEVATION	F	YARD LIGHT
*DC	FIRE DEPARTMENT CONNECTION		

EM	ELECTRIC METER
EP	ELECTRIC PEDESTAL
EB	ELECTRIC BOX AT GR
ТВ	TELEPHONE BOX AT (
TP	TELEPHONE PEDESTAL
TV	TV PEDESTAL
GM	GAS METER
A.	AIR CONDITIONER
ப	UTILITY POLE
1	WOOD SIGN
,	METAL SIGN
P	FLAG POLE
b	BOLLARD
5	BOLLARD LIGHT

ANSFORMER 💢 HYDRANT GRADE M GAS VALVE T GRADE (MH) MANHOLE

WATER VALVE

STORM MANHOLE CB CATCH BASIN

- CURB INLET -M- METAL LIGHT POLE
- C CONCRETE LIGHT P
- -w- wood light pole
- □ MB MAIL BOX OF FIBER OPTIC MARKER
- \leftarrow UPA GUY WIRE



EXISTING CONDITIONS SURVEY

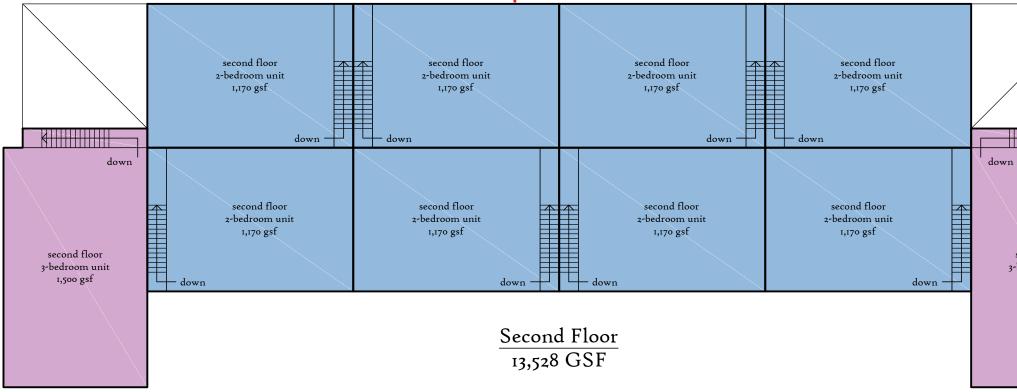
FOR

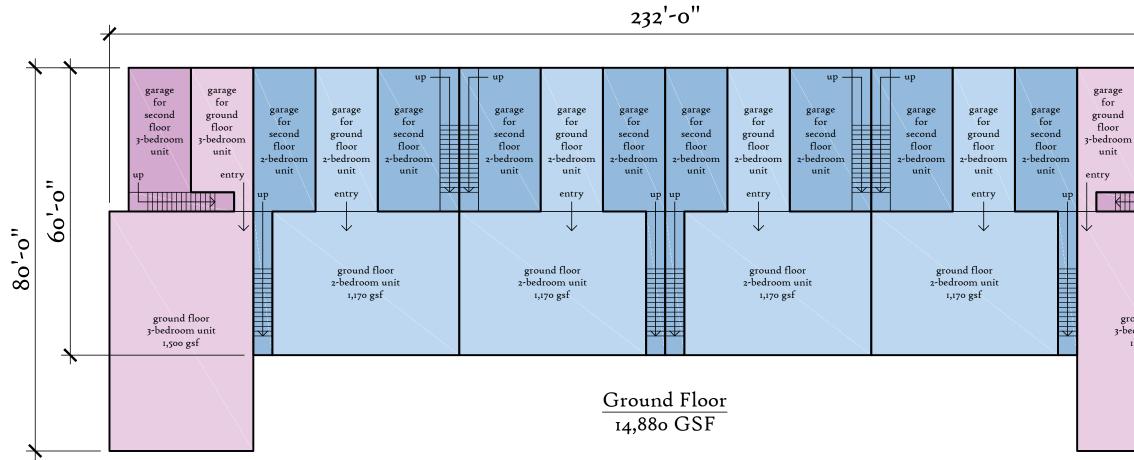
WHITEWATER MULTI-FAMILY MORAINE VIEW PARKWAY WHITEWATER, WI

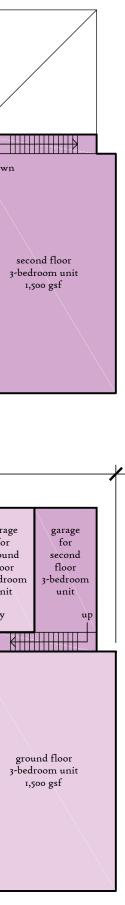
Drawn By:	RAP	DATE:	12	2/01/	2023	
Снескед Ву:	MJB	DRAWING	g No.	EC	C - O	
CSE Job No.:	23-116	SHEET	1	OF	1	

-15" RCP NE INV. = 834.91 24" RCP SE INV. = 835.00 24" RCP NW INV. = 834.81

Conceptual Floor Plan

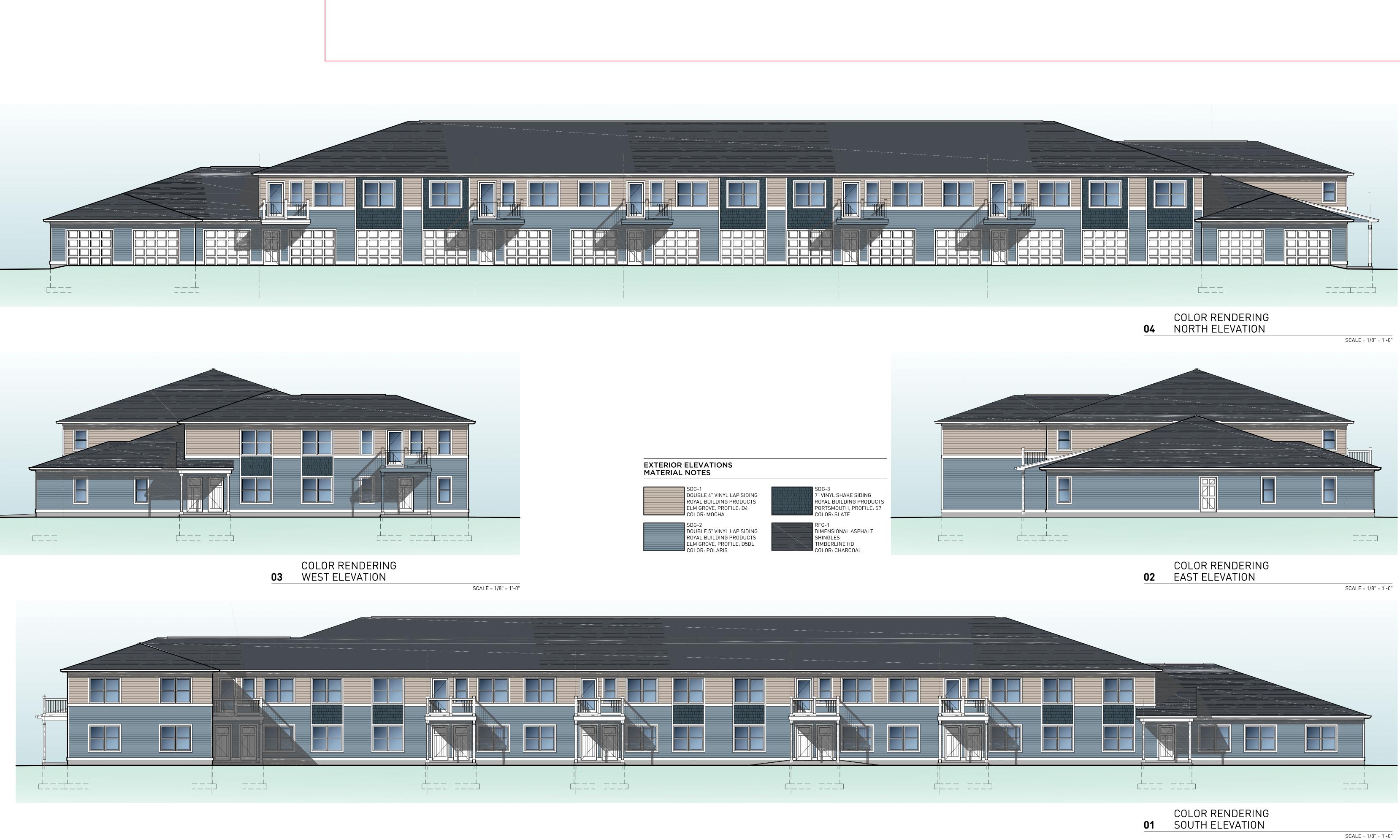


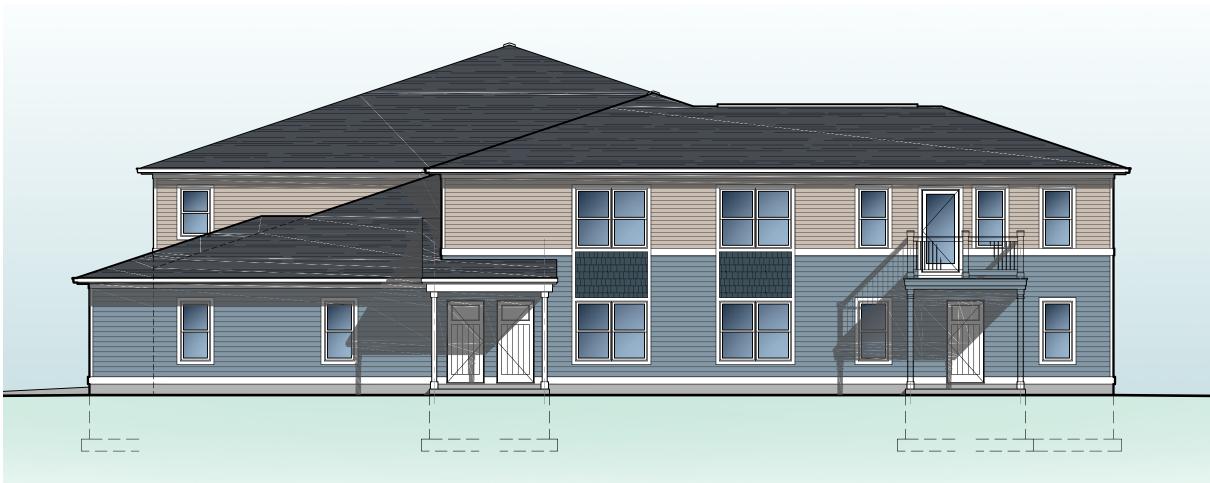


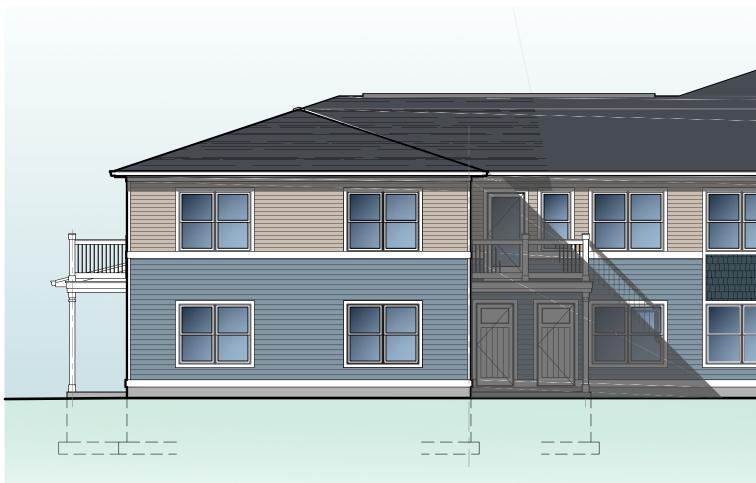


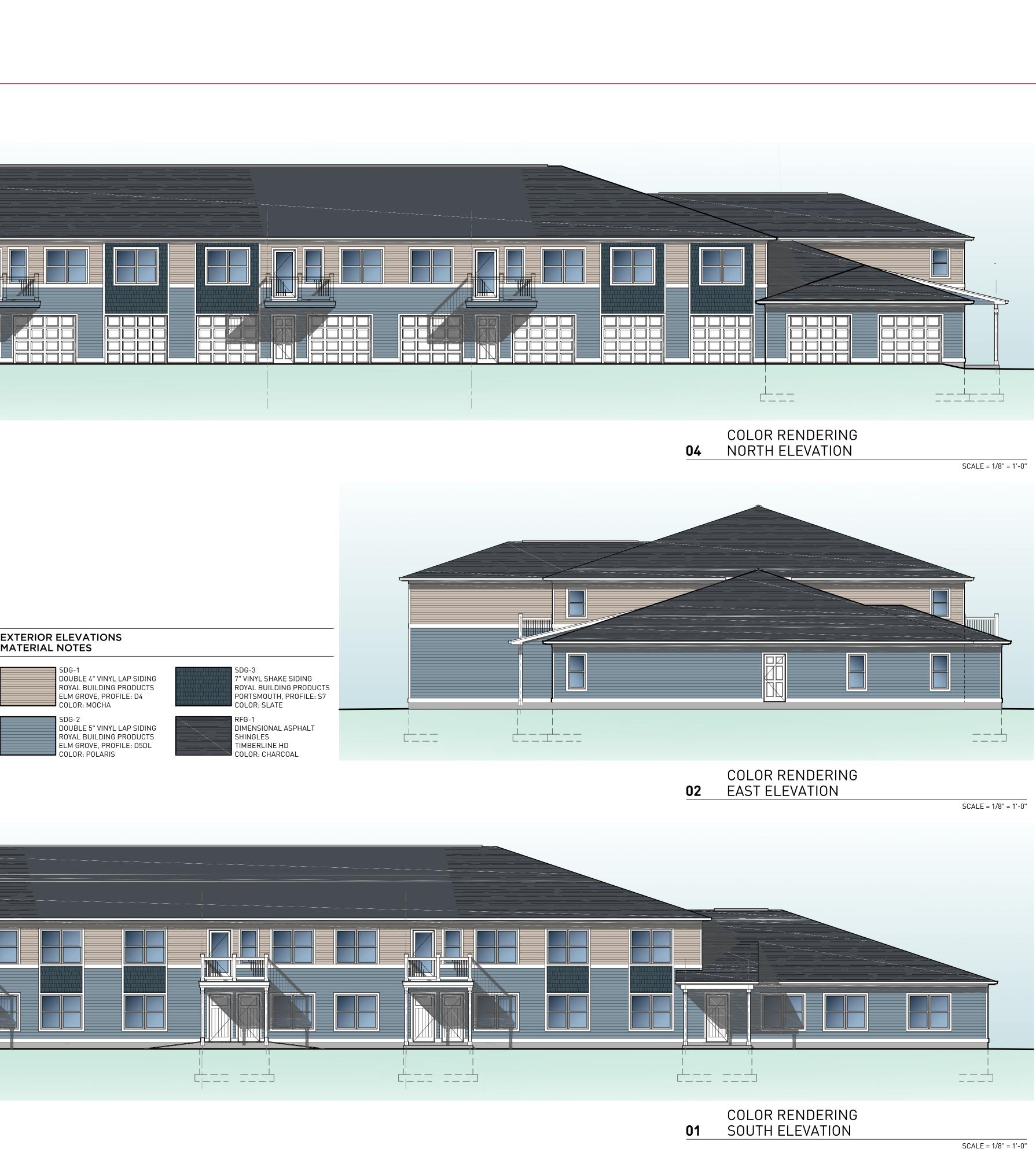


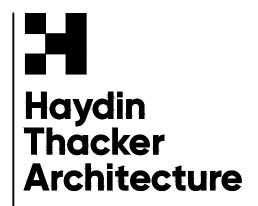
RENDERING OF SIMILAR PROJECT (Currently in Construction)











131 W SEEBOTH ST. SUITE 230 MILWAUKEE, WI 53204 T/ 414-526-7359 HAYDINTHACKER.COM

PROJECT TEAM



10

DRAWING DATE 01.17.2022 SET TYPE

Zoning Analysis

HIGH LEVEL ALLOWABLE UNIT CALCULATION

Lot Area	10.175 Areas
Lot Area	444,139 SF

Pronosed Development						
Proposed Development						
Density Check - 128 Units over 8 Bu	illaings					
2 Bedroom Units	96	3000	288,000			
3 Bedroom Units	32	3500	112,000			
Total SF / Dwelling Area			400,000			
Lot Area			444,139			
Variance			44,139			
Units Per Acre	128	10.175	13			
Lot Coverage Check						
16 Unit Building Footprint	8	14880	119,040 SF	26.8%		
End Parking & Drive Lane	8	11180	111,800 SF	25.2%		
Lot Coverage			230,840 SF	52.0%		
Open Space			213,299 SF			
Lot Coverage Calc			128 Units			
			350 SF / Unit			
Required Open Space			44,800 SF Usable Open Space			
Variance			168,499			

OTHER ZONING NOTES

- 1) Currently R-3 Multifamily
- 2) Requires Conditional Use for buildings with more than 4 units
- 3) Minimum Lot Area See table above
- 4) Setbacks

Front - 30'

Side 15' (corner 25')

Rear 30'

5) Lot Coverage - 350 SF of usable open space for each dwelling unit

6) 45' max building height

7) Park fee required for each unit - could be reduced if sufficient land area was provided for park purposes

at the time of subdivision

Min. Lot Area	
Efficiency	2000 SF
1 Bed	2500 SF
2 Bed	3000 SF
3 Bed +	3500 + 30(SF

Application for Plan Review

Item 2.

Print

Plan Review Application Form - Submission #831

Date Submitted: 3/11/2024

City of Whitewater

312 W. Whitewater Street P.O. Box 178 Whitewater, WI 53190 262-470-0540 www.whitewater-wi.gov

NOTICE

The Plan Commission meetings are scheduled at 6:00 p.m. 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.

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.

One (1) 11x17 copies and 1 Electronic Copy (include color where possible). If a full size plan is needed we will request same. All plans should be drawn to scale; 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 plans is not submitted, the applicant should provide a written explanation of why it is not submitted.

IDENTIFICATION AND INFORMATION ON APPLICATION

Applicant's First Name*	Applicant's Last Name*
Chris	Slater

Applicant's Address*

W308N6194 Shore Acres Rd.			
City*	State*	Zip Code*	//
Hartland	WI	53029	

Phone Number*

2623490020

Email Address*

Chris.Slater@slateco.com

Owner of site, according to current property tax records (as of the date of the application):

Edwin & Ruth Kowalski Trust

Street Address of property:*

Moraine View Parkway & Jakes Way

Legal Description (Name of subdivision, block and Lot or other Legal Description):*

LOT 44 WALTON'S PINE BLUFF AS RECORDED IN CAB D SLIDE 2 WCR. LOCATED IN SE 1/4 & SW 1/4 OF SE 1/4 SEC 3 T4N R15E. 494717 SQ FT CITY OF WHITEWATER OMITS /A3186-3 & /A3186-3A

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

First Name	Last Name
Kory	Krieser
	//

Name of Firm:

Kory Krieser

Firm Address

6942 N. Barnett Ln

City	State	Zip Code	
Fox Point	WI	53217	
			//

Phone Number	Fax Number	Item 2.	
4145885510			

Email Address

kkrieser@integrisrm.com

Name of Contractor:

Integris

-Has either the applicant or 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:

Agriculture

Accessory or Secondary Uses:

Proposed Use

Multifamily Housing

No. of occupants proposed to be accomodated:	No. of employees:	
256 +/-	1	

Zoning District in which property is located:

R-3 Multifamily

Chapter 19.21 R-3 Multifamily Residence District

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 and structures on adjoining property within 15 feet of the property lines. In the case of demolitions, 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

A. The proposed structure, addition, alteration or use will meet the minimum standards of this title for the district in which it is located. Applicant's explanation: *

Yes, the proposed development will meet density and setback requirements. A conditional use approval is anticipated due to the buildings continuing more than 4 units.

B. The proposed development will be consistent with the adopted city master plan. Applicant's explanation:*

The proposed development will expand the city's housing stock and provide a high quality, high-value option for residence to live.

C. The proposed development will be compatible with and preserve the important natural features of the site. Applicant's explanation:*

The proposed development will minimize changes to the grade and utilize plant species native to the area for landscaping.

D. The proposed use will not create a nuisance for neighboring uses, or unduly reduce the values of an adjoining property. Applicant's explanation:*

The multifamily housing will enhance or complement the surrounding neighborhoods which include multifamily developments, duplexes and self-storage.

E. The proposed development will not create traffic circulation or parking problems. Applicant's explanation:*

The proposed development will provide both private garage and surface parking and guest parking within the parcel. The proposed ingress and egress is from the west side of the Moraine View Parkway boulevard and Jake's way intersection. Currently there are no west or southbound outflows to the intersection.

F. The mass, volume, architectural features, materials and/or setbacks of proposed structures, additions, or alterations will appear to be compatible with existing buildings in the immediate area. The Applicant's explanation:*

The proposed two-story buildings will be similar in size, massing and finish to the surrounding improvements. The proposed hip style roof allows for the gradual decent from the building roof lines. Various siding patterns and trim will help break up the length of the building.

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. Applicant's explanation:*

We do not believe this is applicable for this project.

H. The proposed structure, addition, or alteration will not substantially reduce the availability of sunlight or solar access on adjoining properties. Applicant's explanation:*

The two story buildings will be adequately set back from the property lines and are not of sufficient height to be restrict sunlight from neighboring property.

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

Applicant's Signature*	Date	
Kory Krieser	3/11/2024	
Plot Plan Upload Whitewater - Moraine View Pkwy - Jakes Way - Proposed Multifamily Development.pdf	Plan Upload Choose File No file chosen	File Upload Choose File No file chosen
File Upload Choose File No file chosen	File Upload Choose File No file chosen	File Upload Choose File No file chosen
ADDI ICATION FEES.		

APPLICATION FEES:

Fee for Plan Review Application: \$100

Item 2.

Date Application Fee Received by City	Receipt No.	 Item 2.

Received by:



TO BE COMPLETED BY CODE ENFORCEMENT/ZONING OFFICE:

Date of notice sent to owners of record of opposite & abutting properties:	Date set for public review before Plan & Architectural Review Board:

ACTION TAKEN

Plan Review	Granted	Not Granted by Plan & Architectural Review Comission.

CONDITIONS PLACED UPON PERMIT BY PLAN AND ARCHITECTURAL REVIEW COMMISSION;

Signature of Plan Commission Chairman	Date
	mm/dd/yyyy

Tips for Minimizing Development Review Costs-A Guide for Applicants

The City of Whitewater assigns its consultant cost 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 application. The tips included in this guide will almost always result in a less costly and quicker review of an application.

MEET WITH NEIGHBORHOOD 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 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 must 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 quiet familiar with standard developmental 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 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 requirements. Therefore, such plans must be prepared with care. Regardless of the complexity, all site, building and floor plans should::

1. Be drawn to be 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 conditions 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 YORU APPLICATION WELL IN ADVANCE OF THE PLAN AND ARCHITECTURAL REVIEW COMMISSION MEETING

The city normally requires that a complete application be submitted four (4) 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 (2) 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 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 response to such questions or requests in a timely manner.

FOR MORE COMPLEX PROJECTS, SUBMIT YOUR PROJECT 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 it's 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 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 other's perspectives on your proposal, 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.

Item 2.

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. Cost 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 begin requested and 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 permitted 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-\$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-\$2,000

When land use also requires a conditional use permit-\$1,600-\$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

- Standard (not PCD) zoning district-\$400-\$2,000
- Planned Community Development zoning district, assuming complete GDP & SIP application submitted at same time-\$2,100-\$12,000

-Land Division

- Land Survey map-up to \$300
- Subdivision Plat-\$1,500-\$3,000
- Plat (does not include any development agreement time) -\$50-\$1,500

-Annexation

Typically between \$200-\$400

Note on Potential Additional Review Costs:

The city also retains a separate engineering consultant, who is typically involved in larger projects requiring storm water 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 application. 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, my 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 Infomation

First Name*	Last Name*
Chris	Slater

Address*

W308N6194 Shore Acres Rd.			
City*	State*	Zip Code*	//
Hartland	WI	53029	

Phone Number*

Fax Number

2623490020	

Email Address*

Chris.Slater@slateco.com

Name/Description of Development*

Moraine View Parkway Multifamily

Address of Development Site*

Moraine View Parkway & Jake's Way

Tax key Number(s) of Site

/WPB 00044

Property Owner Information (if different from applicant):

First Name	Last Name
Edwin	Kowalski

Address

13502 E TOWNLINE RD			
			//
City	State	Zip Code	
Whitewater	WI	53190	

SECTION B: APPLICANT/PROPERTY OWNER COST OBILIGATIONS 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 the 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 cost incurred up until that time.

Item 2.

whitewater-wi.gov/Admin/FormCenter/Submissions/Print/831

A. Application fee	B. Expected planning	C. Total cost expected of	D. 25% of total cost, due a	Item 2
100	consultant review cost	application (A+B)	time of application	
				_//
Project likely to incur addition	al engineering or other			

Project likely to incur additional engineering or other consultant review costs?

Yes 🗸

The balance of the applicant's costs, not due at the 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 the 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*	Date
Kory Krieser	3/11/2024
	//
Signature of Property Owner (if different)	Date
	mm/dd/yyyy



MEMORANDUM

To: City of Whitewater Plan and Architectural Review Commission

From: Allison Schwark, Zoning Administrator

Date: April 8, 2024

Re: Site Plan and Architectural Review Irvin L Young Memorial Library

Summary of Request	
Requested Approvals:	Site Plan Review
Location:	431 W Center Street
Current Land Use:	Library and Library Parking
Proposed Land Use:	Library Expansion with Parking
Current Zoning:	R-2
Proposed Zoning:	N/A
Future Land Use, Comprehensive Plan:	Institutional

Site Plan Review

The applicant is requesting a Site Plan Review for a renovation and expansion project at the Irvin L Young Memorial Library. Included in the Submittal, the basement floor of 2,902 square feet will remain, 11,678 square feet will remain on the main floor and be renovated, and a 6,928 square foot addition will be added to the building in addition to a new parking lot with landscaping. The total building will amount to a total of 21,508 square feet. The new parking lot will include 44 regular sized stalls and 2 accessible stalls, totaling 46 stalls, which is an increase from the existing parking lot with 35 stalls.

19.18.040 - Lot area.

Site Plan appears to be in full compliance with the following.

19.18.050 - Lot width.

Site Plan appears to be in full compliance with the following.

19.18.060 - Yard requirements.

A. Front, twenty-five feet; (not more than forty percent of the front yard may be an impervious surface except by conditional use permit);

B. Side, ten feet for one-family, fifteen feet for two-family and multifamily; corner lots, twenty-five feet;

C. Rear, thirty feet (not more than forty percent of the yard may be an impervious surface except as a conditional use);

D. Shore, seventy-five feet. All shoreland shall be in compliance with Chapter 19.46, and in addition may require DNR approval.

Site Plan appears to be in full compliance with the following.

19.18.080 - Building height. Site Plan appears to be in full compliance with the following.

Planner's Recommendations

1) Staff recommends that Plan Commission APPROVE the Site Plan with the following conditions:

- a) The applicant is responsible for planning, design, and implementation of the grading plan for the site. The City of Whitewater shall not be held responsible for any deficiency in the grading plan.
- b) The project shall be developed in accordance with the approved site plan, architecture, and landscape plan. Any deviation from the approved plans shall require zoning administrator and/or Plan Commission approval.
- c) It is recommended that the two parcels in which the library span be combined by CSM in the future.
- d) It is recommended that the parcel(s) be rezoned to institutional, to stay consistent with the comprehensive plan.
- e) All lighting shall be installed in accordance with section 19.57.150.
- f) Any conditions stipulated by the PARC.

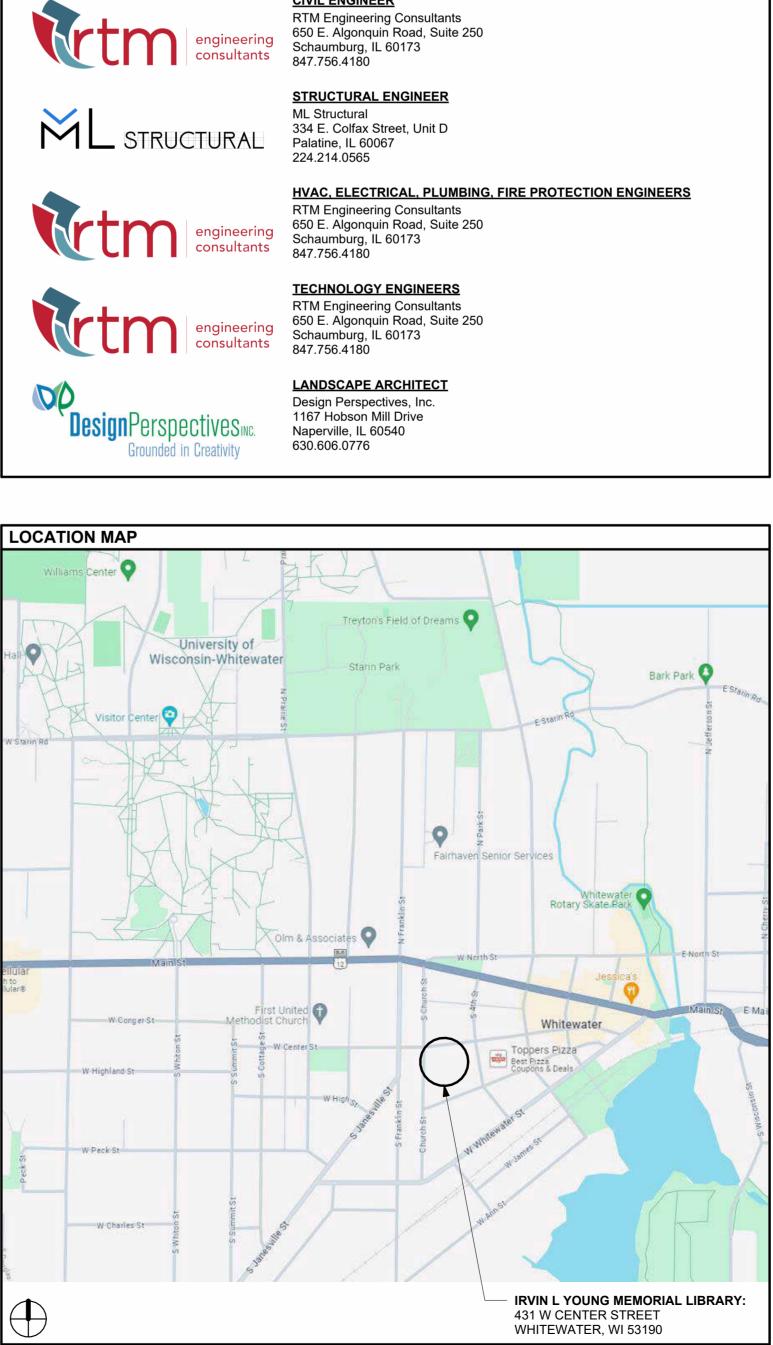
Item 3.

Site Plan Review for: Irvin L Young Library Addition			
Plan Review Standards per Section 1919.63.100:			
STANDARD	EVALUATION	COMMENTS	
1. The proposed structure, addition, alteration or use will meet the minimum standards of this title for the district in which it is located	Yes	The proposed use is existing.	
2. The proposed development will be consistent with the adopted city comprehensive plan	Yes	Comp plan shows area marked for Institutional	
3. The proposed development will be compatible with and preserve the important natural features of the site	Yes	Site contains little in the way of natural features.	
4. The proposed use will not create a nuisance for neighboring uses, or unduly reduce the values of an adjoining property	Yes	The proposed use is consistent with the Comprehensive Plan.	
5. The proposed development will not create traffic circulation or parking problems	Yes	The project is consistent with the use requirement, and is already developed in this location.	

6. 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	The building will fit and augment its surrounding area.
7. 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	N/A
8. The proposed structure, addition or alteration will not substantially reduce the availability of sunlight or solar access on adjoining properties	Yes	The structure will not affect the sun and light.



IRVIN L. YOUNG MEMORIAL LIBRARY ADDITIONS AND RENOVATIONS 431 W. CENTER STREET, WHITEWATER, WISCONSIN



Jennifer MotszkoPRESIDENTDoug AndersonVICE PRESIDENTJaime WeigelSECRETARYKathy RetzkeTREASURERBrienne Diebolt-BrownBOARD MEMBERSallie BerndtBOARD MEMBERAlyssa OrlowskiBOARD MEMBER	

DRAWING INDEX_ARB

SHEET NO.	SHEET NAME
GENERAL	
A1.0	Title Sheet
CIVIL	
C200	Site Plan
LANDSCAPE	
T100	Tree Protection & Removal Plan
L100	Landscape Plan
L200	Landscape Details
ARCHITECTURAL	
A2.0	Architectural Site Plan
A3.0	Floor Plan - Demolition
A3.1	Floor Plan - New Work
A4.0	Reflected Ceiling Plan - Demolition
A4.1	Reflected Ceiling Plan - New Work
A5.0	Building Elevations
A5.1	Building Elevations - Realistic
ELECTRICAL	
ES100	Electrical SIte Plan - Photometrics

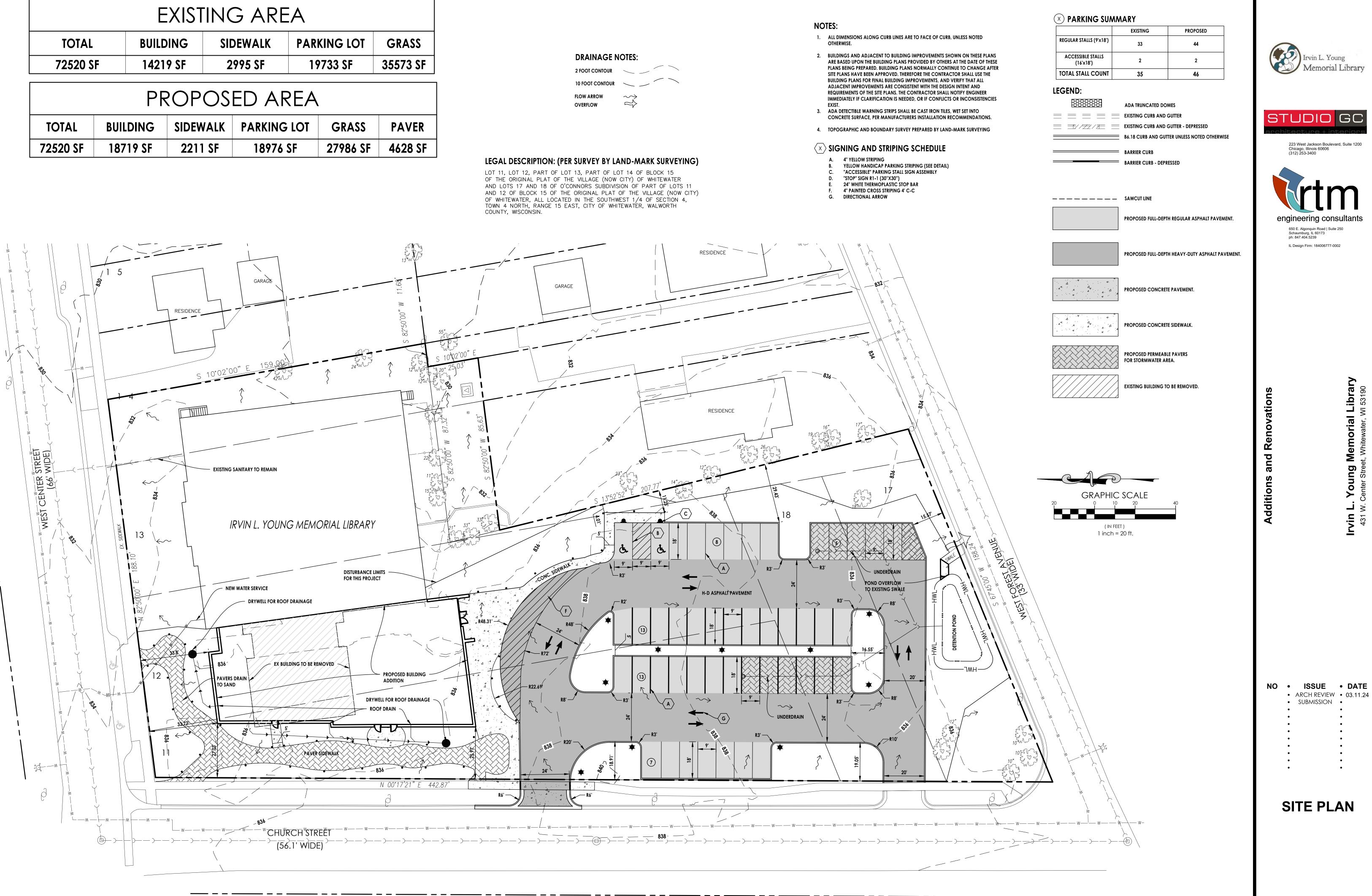
engineering consultants	<u>CIVIL ENGINEER</u> RTM Engineering Consultants 650 E. Algonquin Road, Suite 250 Schaumburg, IL 60173 847.756.4180
UCTURAL	STRUCTURAL ENGINEER ML Structural 334 E. Colfax Street, Unit D Palatine, IL 60067 224.214.0565
engineering consultants	HVAC, ELECTRICAL, PLUMBING, FIRE PROTECTION ENGINEERS RTM Engineering Consultants 650 E. Algonquin Road, Suite 250 Schaumburg, IL 60173 847.756.4180
engineering consultants	TECHNOLOGY ENGINEERS RTM Engineering Consultants 650 E. Algonquin Road, Suite 250 Schaumburg, IL 60173 847.756.4180
Pectives inc. ed in Creativity	LANDSCAPE ARCHITECT Design Perspectives, Inc. 1167 Hobson Mill Drive Naperville, IL 60540 630.606.0776

CONSULTANTS

ARY ARY 2,902 2,902 1 2,902	RENOVATED 0 11,678 11,678	NEW 0 6,928 6,928	COMPLETE 2,902 18,606 21,508 38,000
2,902 2,902	0 11,678	0 6,928	2,902 18,606 21,508
	11,678	6,928	
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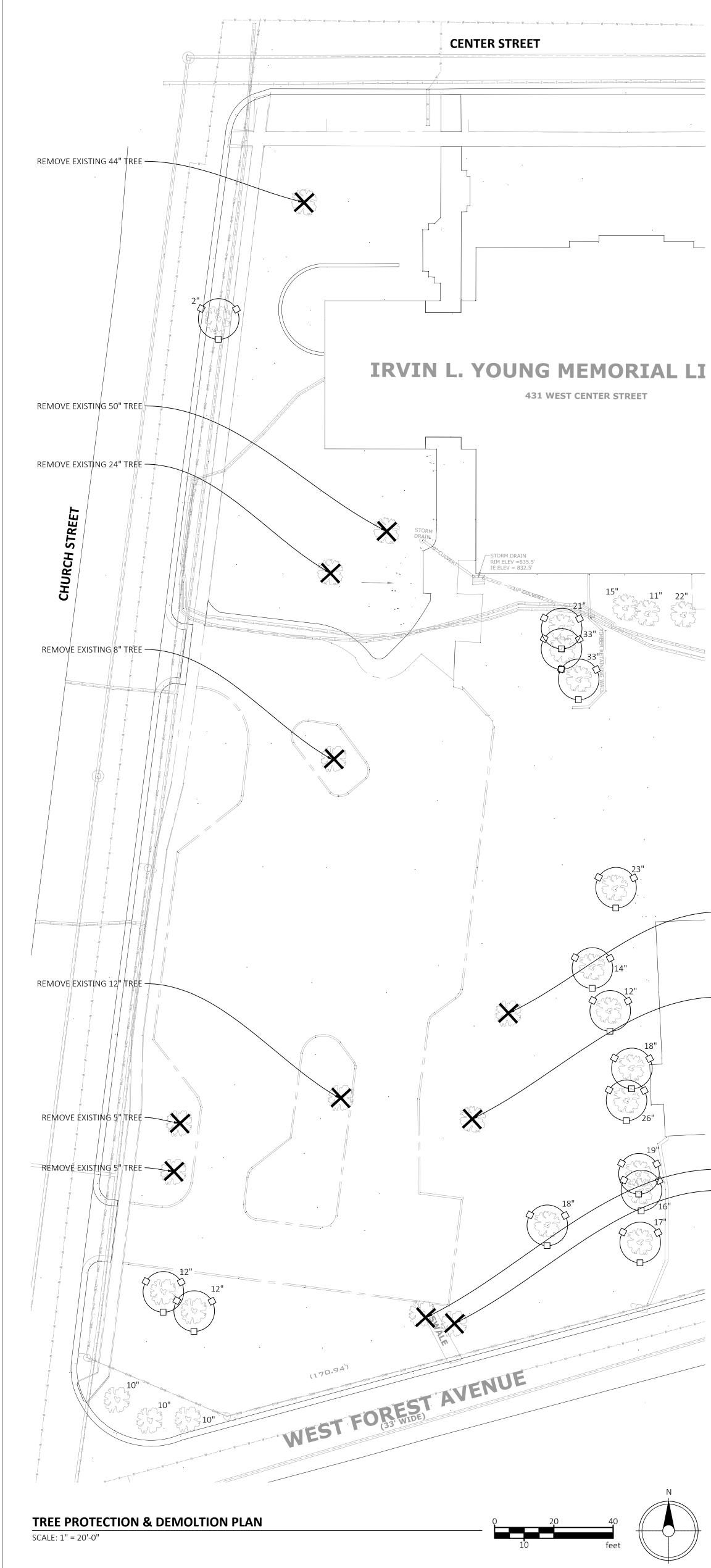
EXISTING AREA						
TOTAL BUILDING SIDEWALK PARKING LOT GRASS						
72520 SF 14219 SF			2995 SF	19	733 SF	35573 SF
PROPOSED AREA						
TOTAL BUILDING SIDEWALK PARKING LOT GRASS PAVER					PAVER	
72520 SF	18719 SF	2211 SF	18976	SF	27986 SF	4628 SF

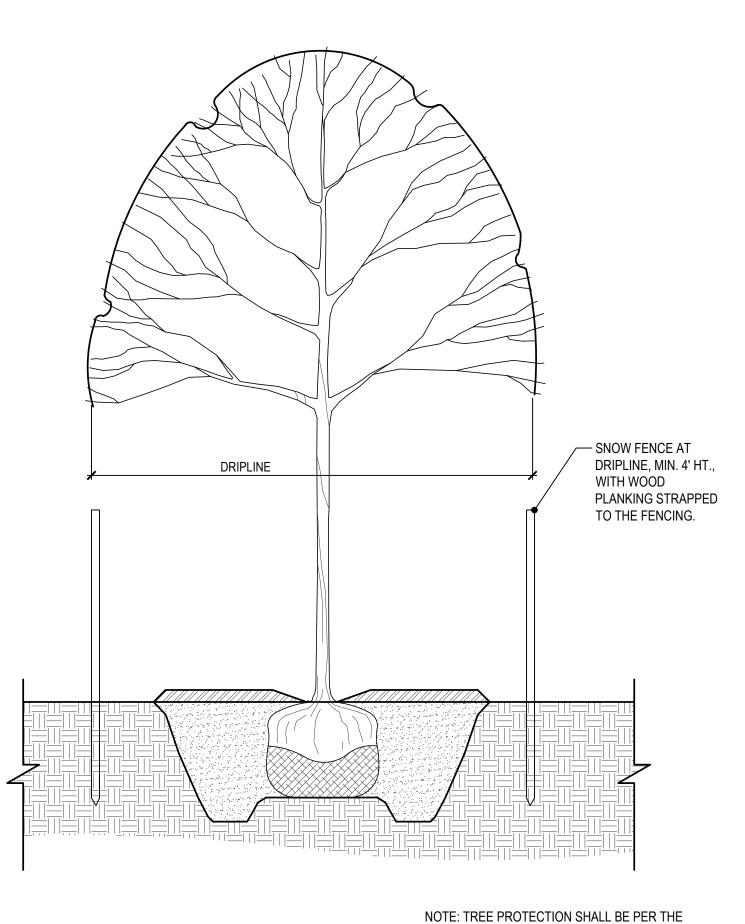


2 FOOT CONTOUR	
10 FOOT CONTOUR	
FLOW ARROW OVERFLOW	

20118A

Item 3.



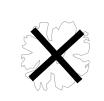


CITY OF WHITEWATER'S URBAN FORESTRY MANAGEMENT PLAN.

▲ TREE PROTECTION FENCE SCALE: 1/2" = 1'-0"

TREE PRESERVATI	ON & REMOVAL SU	JMMARY
ACTION	QUANTITY	TOTAL CALIPER INCHES (ESTIMATED)
TREES TO BE PROTECTED	18	306
TREES TO BE REMOVED	11	213
NOTE: THIS IS A PRELIMINARY PLAN TO BE REVIEWED BY THE CITY FORESTER AND DIRECTOR OF PUBLIC WORKS FOR FURTHER INPUT PER THE URBAN FORESTRY MANAGEMENT PLAN.		





EXISTING TREE TO BE REMOVED

EXISTING CONDITIONS NOTES:

- 1. EXISTING CONDITION INFORMATION IS BASED ON SURVEY PROVIDED BY LAND-MARK SURVEYING DATED JANUARY 3, 2023. ANY DISCREPANCIES SHALL BE IMMEDIATELY REPORTED TO THE LANDSCAPE ARCHITECT. 2. ADDITIONAL SITE INFORMATION WAS OBTAINED THROUGH WALWORTH COUNTY GIS DATA.
- 3. UTILITIES SHOWN ON PLANS ARE APPROXIMATE IN LOCATION AND ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT BE ALL INCLUSIVE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT 811 TO CONFIRM LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE LANDSCAPE ARCHITECT & OWNER. CONTRACT SHALL TAKE RESPONSIBILITY FOR DAMAGES TO SUCH UTILITIES CAUSED AS A RESULT OF CONSTRUCTION.

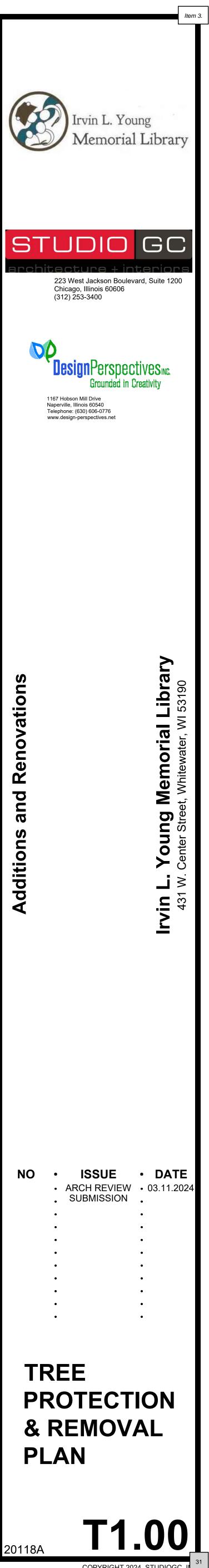
TREE PRESERVATION AND REMOVAL NOTES:

- 1. TREE PRESERVATION AND REMOVAL SHALL BE PER THE CITY OF WHITEWATER'S URBAN FORESTRY MANAGEMENT PLAN. TREES NOTED FOR REMOVAL ARE DUE TO BEING IN CONFLICT WITH PROPOSED IMPROVEMENTS.
- 2. TREES 4-INCHES OR GREATER IN DIAMETER HAVE BEEN LOCATED AND SHOWN. DUE TO THE EXISTING SITE CONDITIONS, IT IS POSSIBLE THAT SOME TREES MAY HAVE BEEN ACCIDENTALLY OVERLOOKED. IN ADDITION, TREES LESS THAN 4-INCHES IN DIAMETER HAVE NOT BEEN SHOWN.
- 3. NO TREE REMOVAL (REGARDLESS OF SIZE, SPECIES, OR CONDITION) SHALL BE PERMISSIBLE WITHOUT A TREE REMOVAL PERMIT.
- 4. CALL J.U.L.I.E. FOR UTILITY LOCATIONS BEFORE DIGGING OR TREE PLANTING. 5. PRIOR TO COMMENCEMENT OF ANY WORK ON THIS SITE, THE PROTECTIVE FENCING SHALL BE REVIEWED BY THE CITY INSPECTIONAL SERVICES DEPARTMENT.
- 6. ALL WORK MUST BE PERFORMED ACCORDING TO THE APPROVED DEMOLITION/DEVELOPMENT/TREE PRESERVATION PLAN.
- 7. AN APPROVED DEMOLITION/DEVELOPMENT/TREE PRESERVATION PLAN MUST BE AVAILABLE ON THE BUILDING SITE.
- 8. NO EQUIPMENT SHALL BE DRIVEN OVER OR MATERIAL STORED ON THE CRITICAL ROOT ZONES OF PROTECTED TREES. 9. TREE PROTECTION FENCE AND SILT FENCE FOR ALL PROTECTED TREES MUST BE PROPERLY MAINTAINED
- THROUGHOUT CONSTRUCTION. TREE FENCE FOR PROTECTED TREES SHOULD REMAIN IN PLACE THROUGHOUT CONSTRUCTION, EXCEPT WHEN DIRECT ACCESS IS NECESSARY. BEFORE ENTERING CRITICAL ROOT ZONE AREA, CHECK WITH SITE SUPERVISOR.
- 10. ALL REQUIRED TREE AND SILT FENCING SHALL REMAIN IN PLACE UNTIL THE TIME OF FINISH GRADING AND LANDSCAPING AND CAN ONLY BE REMOVED UPON REVIEW AND APPROVAL BY A VILLAGE INSPECTIONAL SERVICES INSPECTOR.
- 11. ATTACHMENTS (WIRES, FENCES, ETC.) OTHER THAN THOSE APPROVED FOR GUYING, BRACING, OR WRAPPING MUST NOT BE ATTACHED TO LANDMARK/PROTECTED TREES.





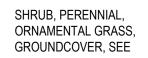








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PLANT SCHEDULE

STORMWATER SEED MIX

SODDED LAWN

ORNAMENTAL TREE

•

+

EXISTING TREE

CANOPY TREE

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F			

L

PLANTING SCHEDULE						
KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	COMMENTS
DECIDU	OUS TREE	5		I		
СО	4	CELTIS OCCIDENTALIS	COMMON HACKBERRY	2.5" CAL.	50' O.C.	B&B SPECIMEN
GTS	4	GLEDITSIA TRIACANTHOS 'SKYCOLE'	SKYLINE HONEYLOCUST	2.5" CAL.	30' O.C.	B&B SPECIMEN
LS	2	LIQUIDAMBAR STYRACIFLUA	AMERICAN SWEETGUM	2.5" CAL.	40' O.C.	B&B SPECIMEN
QM	1	QUERCUS MACROCARPA	BUR OAK	2.5" CAL.	60' O.C.	B&B SPECIMEN
ORNAM	ENTAL TRE	ES			1	
AAB	3	AMELANCHIER 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	8' HT.	15' O.C.	MULTI-STEM SPECIMEN
SRI	6	SYRINGA RETICULATA 'IVORY SILK'	IVROY SILK JAPANESE TREE LILAC	2" CAL.	20' O.C.	B&B TREE-FORM
MXB	1	MAGNOLIA 'BETTY'	BETTY MAGNOLIA	8' HT.	12' O.C.	MULTI-STEM SPECIMEN
DECIDU	OUS SHRU	BS				
AIB	9	ARONIA MELANOCARPA 'MORTON'	IROQUOIS BEAUTY CHOKEBERRY	#3 CONT.	36" O.C.	
HLQ	8	HYDRANGEA PANICULATA 'SMPHLQF'	LITTLE QUICK FIRE HYDRANGEA	#5 CONT.	48" O.C.	
RAG	36	RHUS AROMATICA 'GRO LOW'	GRO-LOW SUMAC	#3 CONT.	48" O.C.	
RDP	5	ROSA 'DOUBLE PINK'	DOUBLE PINK KNOCKOUT ROSE	#3 CONT.	48" O.C.	
EVERGR	REEN SHRU	IBS			1	
BGM	19	BUXUS 'GREEN MOUNTAIN'	GREEN MOUNTAIN BOXWOOD	#3 CONT.	36" O.C.	
ORNAM	ENTAL GR	ASSES		I	1	
CKF	35	CALAMOGROSTIS X 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	#3 CONT.	36" O.C.	
PVN	25	PANICUM VIRGATUM 'NORTHWIND'	NORTHWIND SWITCH GRASS	#3 CONT.	24" O.C.	
SH	43	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED	#1	24" O.C.	
PERENN	IIALS & GR	OUNDCOVERS		1		
HRS	30	HEMEROCALLIS 'RUBY SENTINEL'	RUBY SENTINEL DAYLILY	#1 CONT.	24" O.C.	
RLS	32	RUDBECKIA 'VIETTE'S LITTLE SUZY'	LITTLE SUZY BLACK-EYED SUSAN	#1 CONT.	18" O.C.	
VDB	66	VINCA MINOR 'DART'S BLUE'	DART'S BLUE CREEPING MYRTLE	#1 CONT.	18" O.C.	

STORMWATER SEED MIX BY STANTEC

Botanical Name	Common Name	PLS Oz/Acre
Permanent Grasses/Sedges/Rushes		
Bolboschoenus fluviatilis	River Bulrush	4.00
Carex cristatella	Crested Oval Sedge	0.50
Carex Iurida	Bottlebrush Sedge	2.00
Carex vulpinoidea	Brown Fox Sedge	2.00
Eleocharis obtusa	Blunt Spike Rush	0.50
Elymus virginicus	Virginia Wild Rye	24.00
Glyceria striata	Fowl Manna Grass	1.00
Juncus effusus	Common Rush	1.00
Leersia oryzoides	Rice Cut Grass	1.00
Panicum virgatum	Switch Grass	2.00
Schoenoplectus tabernaemontani	Great Bulrush	3.00
Scirpus atrovirens	Dark Green Rush	2.00
Scirpus cyperinus	Wool Grass	1.00
	Total	44.00
Temporary Cover		
Avena sativa	Common Oat	512.00
	Total	512.00
Forbs and Shrubs		
Alisma subcordatum	Common Water Plantain	2.50
Asclepias incarnata	Swamp Milkweed	2.00
Bidens spp.	Bidens Species	2.00
Eupatorium perfoliatum	Common Boneset	1.00
Helenium autumnale	Sneezeweed	2.00
Iris spp.	Blue Flag Species	4.00
Lycopus americanus	Common Water Horehound	0.50
Mimulus ringens	Monkey Flower	1.00
Penthorum sedoides	Ditch Stonecrop	0.50
Persicaria spp.	Pinkweed Species	2.00
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	1.00
Rudbeckia triloba	Brown-Eyed Susan	1.50
Sagittaria latifolia	Common Arrowhead	1.00
Senna hebecarpa	Wild Senna	2.00
Symphyotrichum lanceolatum	Panicled Aster	0.50
Symphyotrichum novae-angliae	New England Aster	0.50
Thalictrum dasycarpum	Purple Meadow Rue	2.00
	Total	26.00





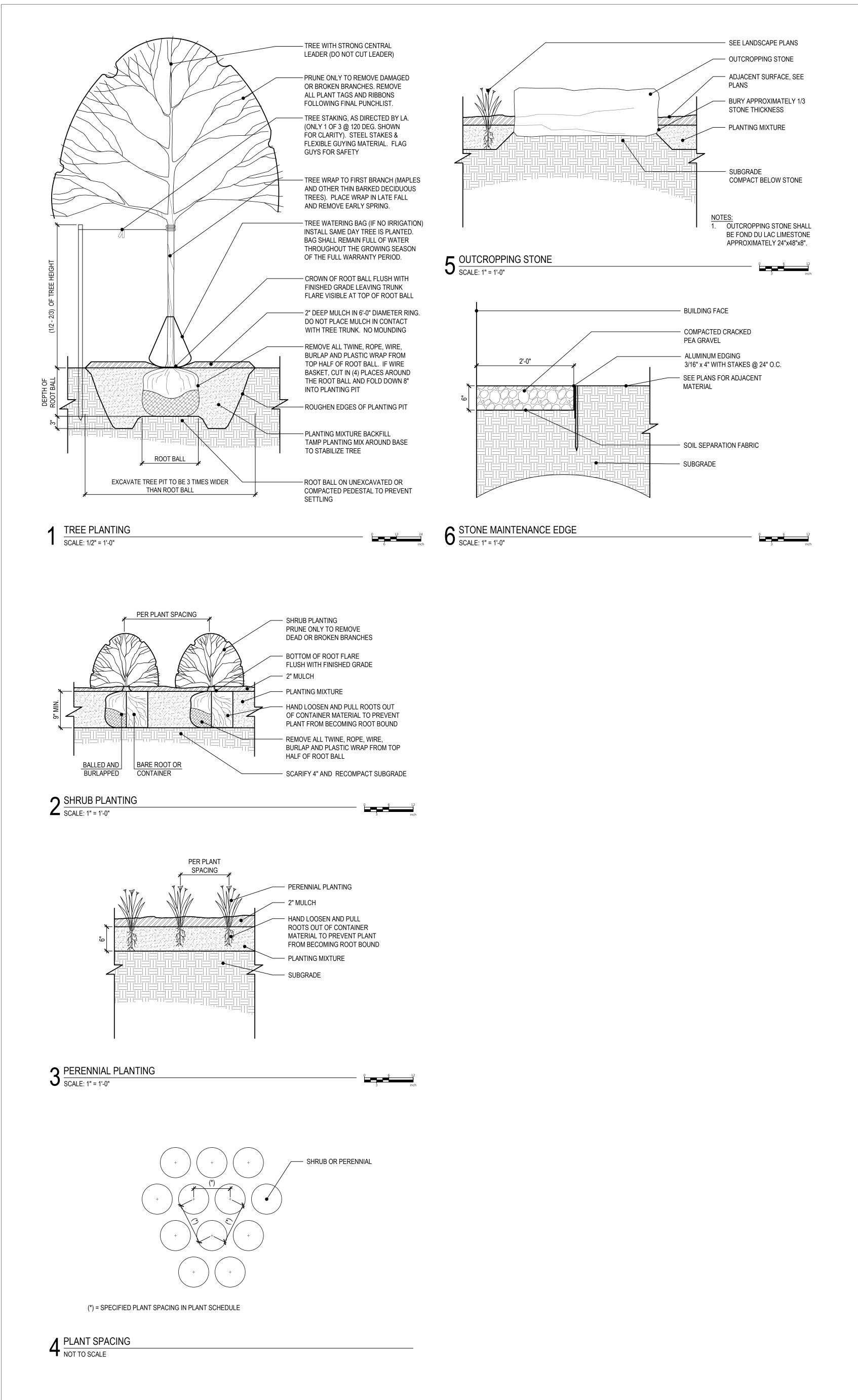


LANDSCAPE NOTES

1. FOR LANDSCAPE NOTES, SEE SHEET L2.00.



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LANDSCAPE ORDINANCE REVIEW: WHITEWATER, WI				
SPECIFIC ORDINANCE	CODE REQUIRES	CALCULATION	COMPLIANCE	
STREET FRONTAGES	ONE (1) TREE PER THIRTY-FIVE (35) LINEAR FEET (LF) ALONG THE STREET RIGHT-OF-WAY. TREES SHOULD BE PLANTED MIDWAY BETWEEN STREET CURB AND SIDEWALK. IF SPACE IS NOT AVAILABLE BETWEEN SIDEWALK AND CURB, TREE SHOULD BE PLANTED WITHIN 15' OF PROPERTY LINE.	CHURCH STREET (NORTH OF NORTH DRIVEWAY): 179.45 LF OF FRONTAGE = (5) TREES REQUIRED.	AN UNDERGROUND GAS LINE PREVENTS TREES FROM BEING PLANTED IN THIS AREA.	
		SHOULD BE PLANTED MIDWAY BETWEEN STREET CURB AND SIDEWALK. IF	CHURCH STREET (BETWEEN NORTH AND SOUTH DRIVEWAYS): 155.37 LF OF FRONTAGE = (4) TREES REQUIRED.	AN UNDERGROUND GAS LINE PREVENTS TREES FROM BEING PLANTED IN THIS AREA.
		FOREST AVENUE: 188.24 LF FRONTAGE = (5) TREES REQUIRED.	(4) TREES PROVIDED; SMALL DECIDUOUS TREES PROPOSED DUE TO OVERHEAD POWER LINES. CITY STANDARD FOR CLEAR DISTANCE FROM LIGHT POLES, AS WELL AS LARGE EXISTING TREES ALREADY ON SITE AND BEING PRESERVED, PREVENT MORE TREES FROM BEING PLANTED.	
		CENTER STREET: 65.35 LF FRONTAGE = (2) TREES REQUIRED.	(2) TREES PROVIDED; (1) IN PARKWAY AND (1) ON SITE WITHIN 15' OF PROPERTY LINE.	
PAVED AREAS	ONE (1) LARGE DECIDUOUS TREE AND SIXTY (60) POINTS OF ADDITIONAL LANDSCAPING SHOULD BE PLANTED FOR EACH 1,500 SQUARE FEET (SF) OF PAVED AREA.	PARKING LOT: 20,557 SF OF PAVED AREA = 14 TREES AND 822 POINTS REQUIRED.	(8) TREES PROVIDED. CITY STANDARD FOR CLEAR DISTANCE FROM LIGHT POLES, AS WELL AS LARGE EXISTING TREES ALREADY ON SITE BEING PRESERVED, LIMIT THE SPACE FOR NEW TREES. 840 POINTS ARE PROVIDED (2 SMALL TREES AND 36 SHRUBS)	
FOUNDATIONS POINTS OF LANDS SHOULD BE PLAN EVERY 100 LINEAL OF EXTERIOR BUIL	ONE HUNDRED SIXTY (160) POINTS OF LANDSCAPING SHOULD BE PLANTED FOR	WEST BUILDING WALL = 131.31 LF; 210 POINTS OF LANDSCAPE REQUIRED.	857 POINTS PROVIDED (3 SMALL TREES, 14 SHRUBS, AND 397 SF OF PERENNIALS)	
	EVERY 100 LINEAL FEET (LF) OF EXTERIOR BUILDING WALL VISIBLE FROM PUBLIC RIGHT-OF-WAY.	NORTH BUILDING WALL = 46.29 LF; 74 POINTS OF LANDSCAPE REQUIRED.	347 POINTS PROVIDED (8 SHRUBS AND 187 SF OF PERENNIALS)	
LANDSCAPED BUFFER YARDS	MIN. WIDTH = 10', NOT INCLUDING THE AREA BETWEEN THE SIDEWALK AND STREET CURB.	PARKING LOT BUFFER WIDTH = 4'	THE EXISTING LANDSCAPE BUFFER IS 4'. THIS PROJECT IS RE-CONSTRUCTING THE EXISTING LOT IN PLACE. MOVING THE LOT EAST TO PROVIDE FOR A LARGER BUFFER ON THE WEST WOULD FORCE CONSTRUCTION TO WITHIN THE DRIPLINE OF 9 LARGE EXISTING TREES.	
GENERAL YARD AREAS	TWO HUNDRED (200) POINTS OF LANDSCAPING SHOULD BE PLANTED FOR EACH FIVE THOUSAND (5,000) SQUARE FEET (SF) OF TOTAL SITE AREA.	TOTAL GENERAL YARD SITE AREA: 3,633 SF; 3,633 / 5,000 = 0.7266; 0.7266 * 200 = 145 POINTS REQUIRED.	857 POINTS PROVIDED (1 SMALL TREE, 23 SHRUBS, AND 337 SF OF PERENNIALS)	
SCREENING	N/A	N/A	N/A	

CONSTRUCTION DETAIL NOTES:

1. CONTRACTOR SHALL ASSURE COMPLIANCE WITH APPLICABLE PERMITS, CODES AND REGULATIONS GOVERNING THE WORK AND/OR MATERIALS SUPPLIED.

2. IF APPLICABLE, CONTRACTOR SHALL COORDINATE ALL PHASES OF CONSTRUCTION WITH OTHER CONTRACTORS WORKING ON SITE.

3. CONTRACTOR SHALL PROVIDE CUTSHEETS AND PRODUCT DATA FOR ALL MATERIALS TO BE INSTALLED ON

SITE. SHOP DRAWINGS SHALL BE PROVIDED WHERE SPECIFICALLY REQUESTED. 4. NOTIFY LANDSCAPE ARCHITECT IF DETAILS ON THIS SHEET CONFLICT WITH PRODUCT MANUFACTURER'S

RECOMMENDATIONS. 5. CONTRACTOR SHALL PROVIDE ON-SITE MOCKUP OF ALL PAVINGS, DECKS AND WALLS FOR REVIEW BY

OWNER AND LANDSCAPE ARCHITECT. MOCK-UP WILL ESTABLISH MINIMUM QUALITY OF WORK. MOCKUPS MAY BE INTEGRATED INTO THE FINAL DESIGN, IF ACCEPTABLE. THEY MAY ALSO BE REMOVED AT NO-COST TO OWNER IF NOT ACCEPTABLE.

6. CONTRACTOR SHALL PROVIDE OWNER WITH PRODUCT MANUFACTURER'S WRITTEN OPERATIONS & MAINTENANCE RECOMMENDATIONS.

LANDSCAPE NOTES

1. SEE SHEET L2.00 FOR LANDSCAPE ORDINANCE REVIEW DATA TABLE, SWORN STATEMENTS AND PLANT SCHEDULE.

2. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS AND FEES THAT MAY BE REQUIRED FOR HIS PORTION OF WORK.

3. THE CONTRACTOR SHALL CONTACT 811 PRIOR TO WORK.

4. IN CASE OF DISCREPANCIES BETWEEN THE PLAN AND THE PLANT LIST, THE GRAPHIC SYMBOLS SHOWN ON THE PLAN SHALL DICTATE. 5. PLANT MATERIALS:

5.1. ALL PLANT MATERIALS SHALL MEET OR EXCEED THE AMERICAN STANDARDS FOR NURSERY STOCK, MOST CURRENT EDITION, AS SET FORTH BY AMERICAN ASSOCIATION OF NURSERYMEN.

5.2. PLANTS SHALL BE EQUAL TO OR EXCEED THE MEASUREMENTS SPECIFIED IN THE PLANT LIST. 5.3. PLANTS SHALL BE SOUND, HEALTHY, VIGOROUS AND FREE FROM INSECT PESTS, PLANT DISEASES, AND

INJURIES. 5.4. TREES SHALL HAVE STRAIGHT TRUNK WITH LEADER INTACT, UNDAMAGED AND UNCUT. BRANCHING MUST BE WELL DEVELOPED.

5.5. ALL PLANT MATERIAL AND SEED SHALL BE PROVIDED FROM A NURSERY (WITHIN 200 MILES) WITH A SIMILAR PLANT HARDINESS ZONE AS PROJECT LOCATION. 5.6. NO SUBSTITUTIONS OF PLANT MATERIALS WILL BE ALLOWED. IF PLANTS ARE NOT AVAILABLE, THE

CONTRACTOR SHALL NOTIFY OWNER AND LANDSCAPE ARCHITECT PRIOR TO BID IN WRITING. 5.7. ALL PLANTS ARE SUBJECT TO INSPECTION AND APPROVAL. THE LANDSCAPE ARCHITECT AND OWNER

RESERVE THE RIGHT TO SELECT AND TAG ALL PLANT MATERIAL AT THE NURSERY PRIOR TO PLANTING AND REJECT UNACCEPTABLE PLANT MATERIAL AT ANY TIME DURING THE PROGRESS OF THE PROJECT. 5.8. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IN WRITING PRIOR TO BID DATE OF ANY PLANTS THEY FEEL MAY NOT SURVIVE IN LOCATIONS NOTED ON PLANS.

6. TOPSOIL & PLANTING MIXTURES:

- 6.1. ENSURE THAT SOIL CONDITIONS AND COMPACTION ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AROUND THE CONSTRUCTION SITE. UNDESIRABLE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE PROPER SURFACE AND SUBSURFACE DRAINAGE IN ALL ARFAS
- 6.2. SALVAGE TOPSOIL FROM THE EARTHWORK AREAS AS APPROPRIATE AND/OR AS DIRECTED BY LANDSCAPE ARCHITECT AND STOCKPILE FOR REUSE IN LOCATION APPROVED BY OWNER. 6.3. TOPSOIL SHALL BE MATERIALS CONSISTING OF FERTILE, FRIABLE, FINE SANDY LOAM, UNIFORM IN COMPOSITION ANDFREE OF SUBSOIL, STONES, LUMPS, CLODS OF HARD EARTH, PLANTS, PLANT ROOTS, STICKS, NOXIOUS WEEDS, SLAG, CINDERS, DEMOLITION DEBRIS OR OTHER EXTRANEOUS
- MATTER OVER 1" IN LARGEST DIMENSION. 6.4. EXISTING TOPSOIL SHALL BE PREPARED BY THOROUGHLY MIXING IN COMPOST AT THE RATE OF 1/3 VOLUME OF SOIL REPLACED.
- 6.4. TOPSOIL SHALL BE TESTED AND AMENDED (AS SPECIFIED BY THE TESTING AGENCY) TO THE FOLLOWING: 6.4.1. ADJUST SOIL TO A pH OF 6.0 TO 6.5.
- 6.4.2. ORGANIC MATTER: 4% MIN, 10% MAX
- 6.4.3. AVAILABLE PHOSPHORUS: 25 PPM, MIN
- 6.4.4. EXCHANGEABLE POTASSIUM: 125 PPM, MIN 6.5. THE FOLLOWING FERTILIZERS SHALL BE USED AS FOLLOWS, OR ALTERNATIVES SUBMITTED BY CONTRACTOR TO OWNER AND LANDSCAPE ARCHITECT FOR APPROVAL:
- 6.5.1. TREES & SHRUBS = 14-4-6 BRIQUETTES @ 17g
- 6.5.2. LAWN = HIGH NITROGEN STARTER FERTILIZER
- 6.6. LAWN SEED & SOD AREAS SHALL RECEIVE A MINIMUM OF 4" DEPTH OF TOPSOIL. 6.7. PLANTING BEDS SHALL RECEIVE MINIMUM 6" DEPTH OF AMENDED TOPSOIL.
- 6.8. NATIVE LANDSCAPE SEEDING AREAS SHALL RECEIVE A MINIMUM 18" DEPTH OF TOPSOIL.

7. MULCH MATERIALS:

- 7.1. ALL MULCH MATERIALS SHALL BE PROCESSED DOUBLE SHREDDED HARDWOOD BARK MULCH OF UNIFORM SIZE. NO UTILITY MULCH OR PROCESSED TREE TRIMMINGS WILL BE ALLOWED. SUBMIT SAMPLE TO ARCHITECT.
- 7.2. MULCH SHALL BE 2-INCH THICK MINIMUM COVERAGE IN ALL AREAS OF TREE PITS OR PLANTING BEDS, UNLESS OTHERWISE NOTED. 7.3. MULCH SHALL BE HELD 1" BELOW SURFACE ELEVATION OF DOWNHILL SIDE OF WALK, SLAB, CURB, LAWN, ETC.

8. LANDSCAPE BED EDGING:

8.1. ALL LANDSCAPE BED EDGING SHALL BE SHOVEL-CUT SPADE EDGE BETWEEN LAWN AREAS UNLESS OTHERWISE NOTED.

9. STORAGE & INSTALLATION:

- 9.1. CONFIRM LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION. 9.2. EXISTING TREES FOUND ON SITE SHALL BE PROTECTED AND SAVED UNLESS NOTED TO BE REMOVED OR ARE LOCATED IN AN AREA TO BE GRADED. NO VEHICLES OR EQUIPMENT ARE ALLOWED WITHIN THE DRIP LINE OF TREES TO BE PROTECTED. QUESTIONS REGARDING EXISTING PLANT MATERIAL SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO REMOVAL. 9.3. PRUNING AND REMOVAL OF BRANCHES ON EXISTING TREES SHALL BE DIRECTED IN THE FIELD BY
- OWNER OR LANDSCAPE ARCHITECT. 9.4. EQUIPMENT, PLANTS AND ALL OTHER MATERIALS TO BE STORED ON SITE WILL BE STORED OUTSIDE OF
- THE DRIPLINE OF TREES TO BE PROTECTED AND PLACED WHERE THEY WILL NOT CONFLICT W/ CONSTRUCTION OPERATIONS. 9.5. NEW PLANTING AREAS ARE TO BE TREATED WITH HERBICIDE (APPROVED BY STATE CHEMIST) TO KILL
- ALL EXISTING GROUNDCOVER. THERE SHALL BE A MINIMUM OF TWO (2) APPLICATIONS SEPARATED BY 10 DAYS. IF ALL EXISTING GROUNDCOVER VEGETATION IS NOT KILLED WITHIN 10 DAYS OF 2ND APPLICATION, A 3RD APPLICATION IS REQUIRED. 9.6. WHERE PROPOSED PLANTINGS ARE INDICATED IN EXISTING PAVING AREAS, CONTRACTOR SHALL
- EXCAVATE A MINIMUM OF 2'-0" BELOW PAVING SURFACE. 9.7. FINAL PLACEMENT OF PLANT MATERIALS, ETC., ARE SUBJECT TO APPROVAL BY OWNER AND
- LANDSCAPE ARCHITECT BEFORE PLANTING OPERATIONS ARE TO PROCEED. ALL TREE LOCATIONS SHALL BE MARKED WITH A WOOD STAKE OR FLAG INDICATING VARIETY AND SIZE OF TREE. ALL GROUND COVER AND PLANTING BED LINES SHALL BE MARKED W/ HIGHLY VISIBLE PAINT LINES W/ OCCASIONAL WOOD STAKES FOR REFERENCE. ALL STAKES SHALL BE REMOVED FOLLOWING PLANTING OPERATIONS. OWNER RESERVES THE RIGHT TO ADJUST PLANT LOCATIONS ON SITE.
- 9.8. ALL DISTURBED AREAS OUTSIDE THE LIMITS OF WORK SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE OWNER. 9.9. PRIOR TO FINAL PAYMENT, CONTRACTOR SHALL COORDINATE A FINAL INSPECTION WALK-THROUGH
- WITH OWNER AND LANDSCAPE ARCHITECT FOR OWNER ACCEPTANCE. THE LANDSCAPE ARCHITECT WILL PROVIDE A PUNCHLIST OF ANY DEFICIENCIES AND PROVIDE TO OWNER AND CONTRACTOR FOR REVIEW AND REMEDIATION.

10. MAINTENANCE:

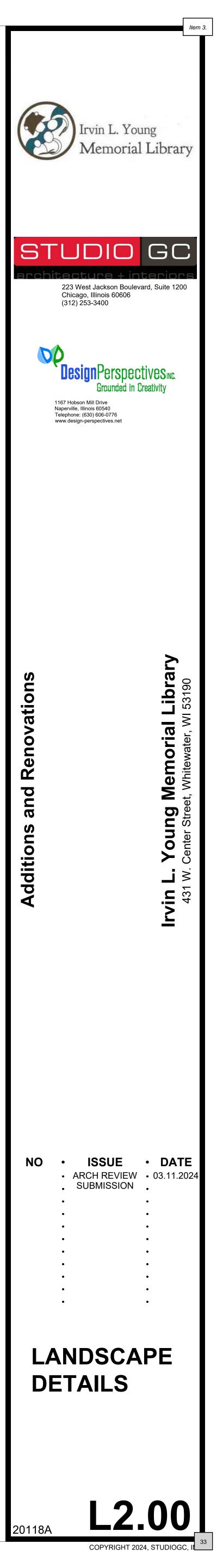
10.1. INCLUDE PRICING WITH THE BID FOR A 60-DAY MAINTENANCE PERIOD OF ALL LANDSCAPE PLANTINGS FOLLOWING COMPLETE INSTALLATION AND FINAL INSPECTION BY OWNER AND LANDSCAPE ARCHITECT. MAINTENANCE SHALL INCLUDE WATERING, WEEDING, CULTIVATING, MULCHING, MOWING, AND ALL OTHER NECESSARY OPERATIONS REQUIRED FOR PROPER ESTABLISHMENT OF LAWNS AND PLANTINGS.

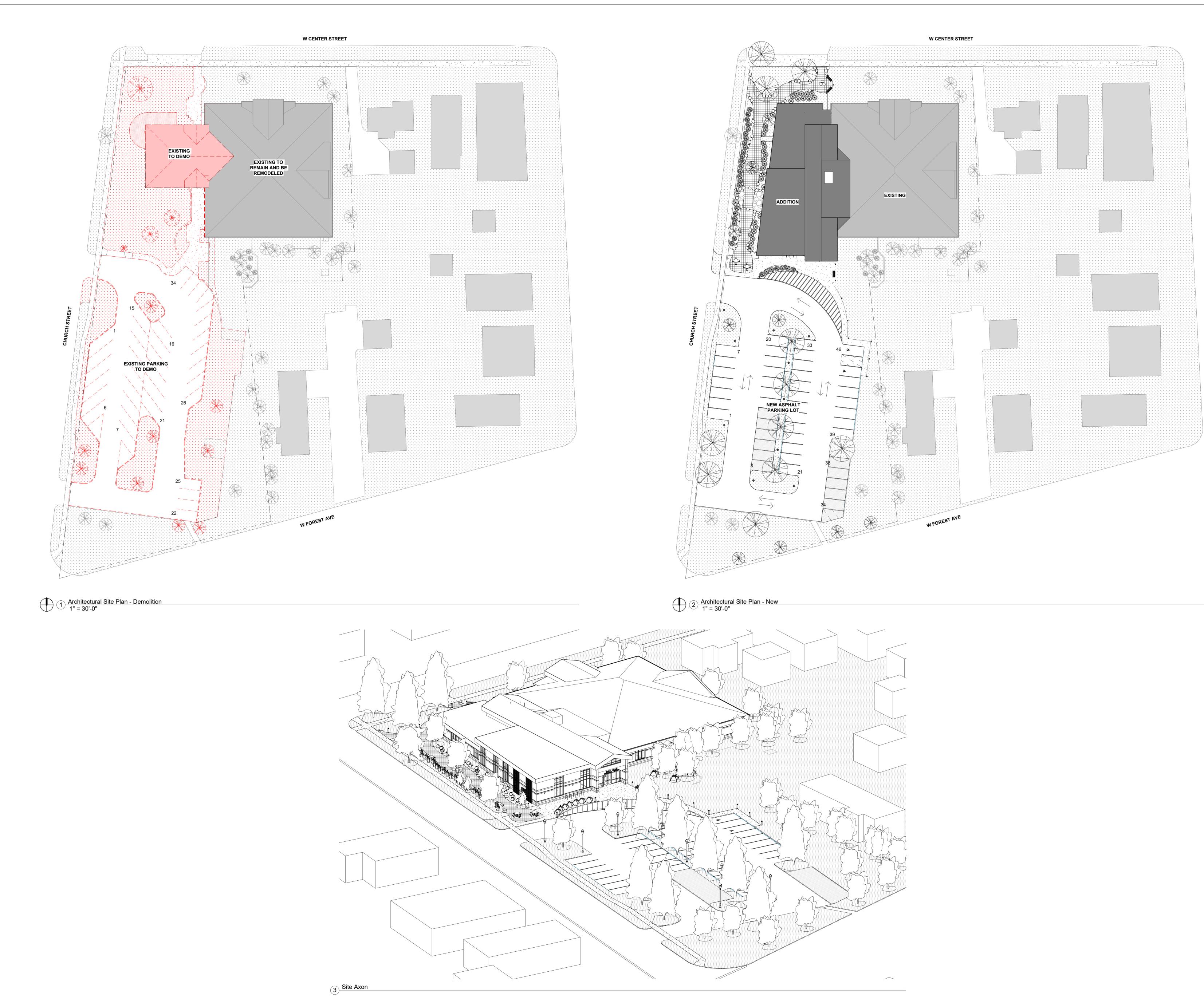
11. WARRANTY:

11.1. ALL LANDSCAPE PLANTINGS SHALL BE WARRANTED FOR A PERIOD OF ONE YEAR FOLLOWING 60-DAY MAINTENANCE PERIOD. AT THE END OF THIS PERIOD, PLANT MATERIAL TERMED DEAD OR UNSATISFACTORY (EXCEPT FOR DEFECTS RESULTING FROM ABUSE OR DAMAGE BY OTHERS, OR OTHER ACTS DETERMINED AS FORCE MAJEURE) BY OWNER AND LANDSCAPE ARCHITECT SHALL BE REPLACED AT NO ADDITIONAL CHARGE BY THE CONTRACTOR. THE REPLACEMENTS SHALL ALSO BE WARRANTED FOR 1 YEAR.

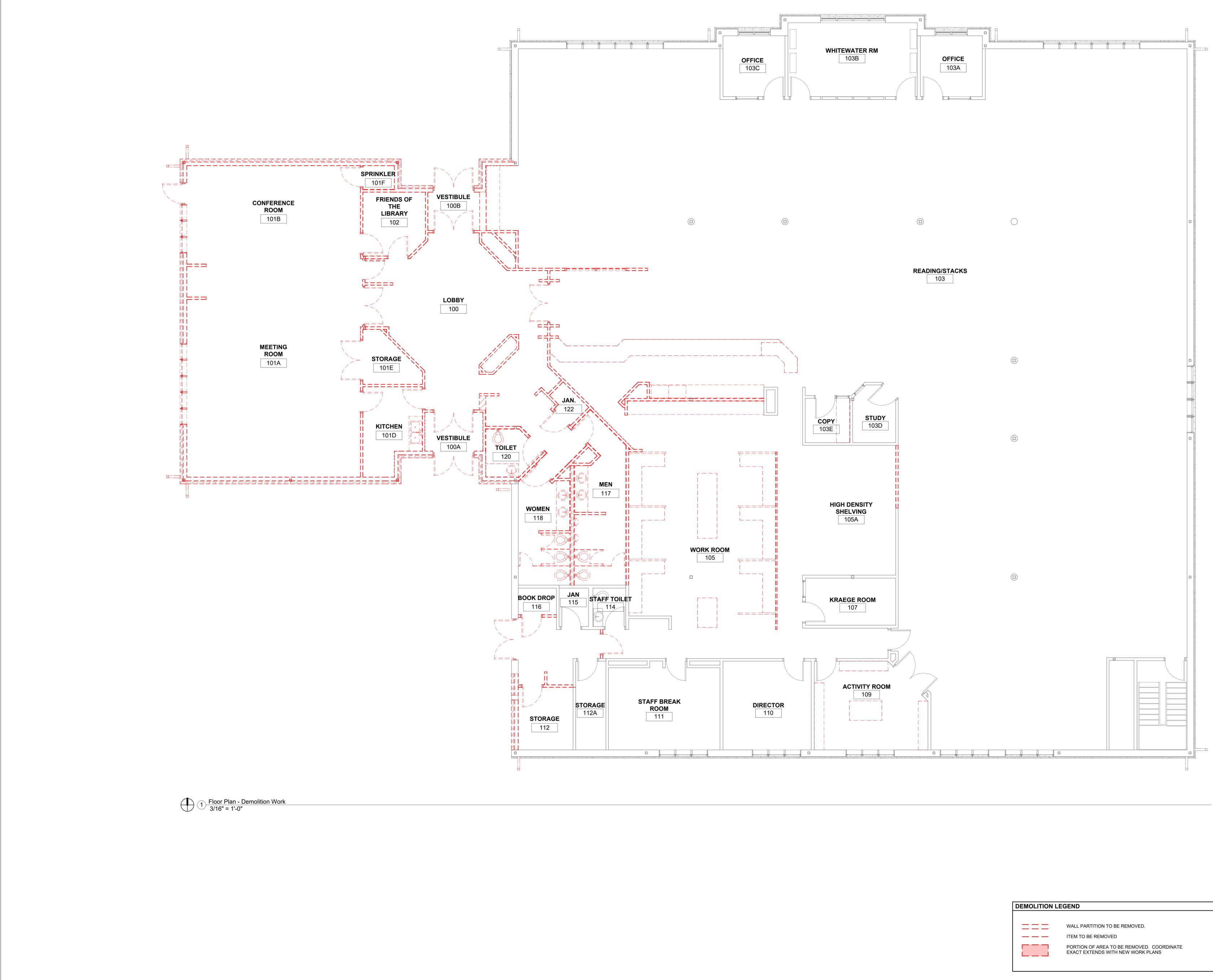




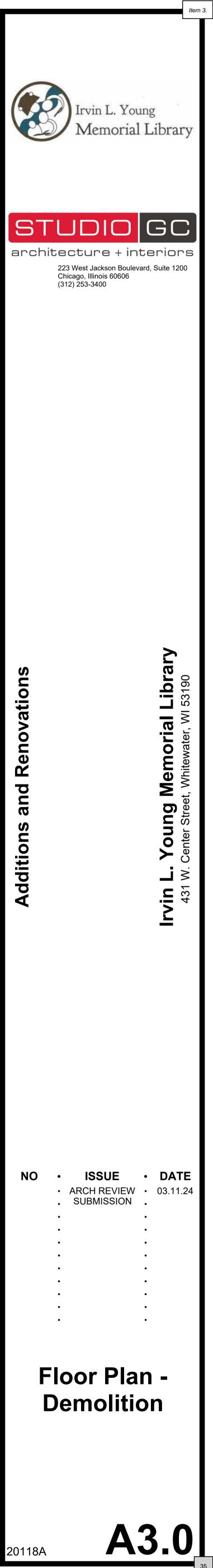


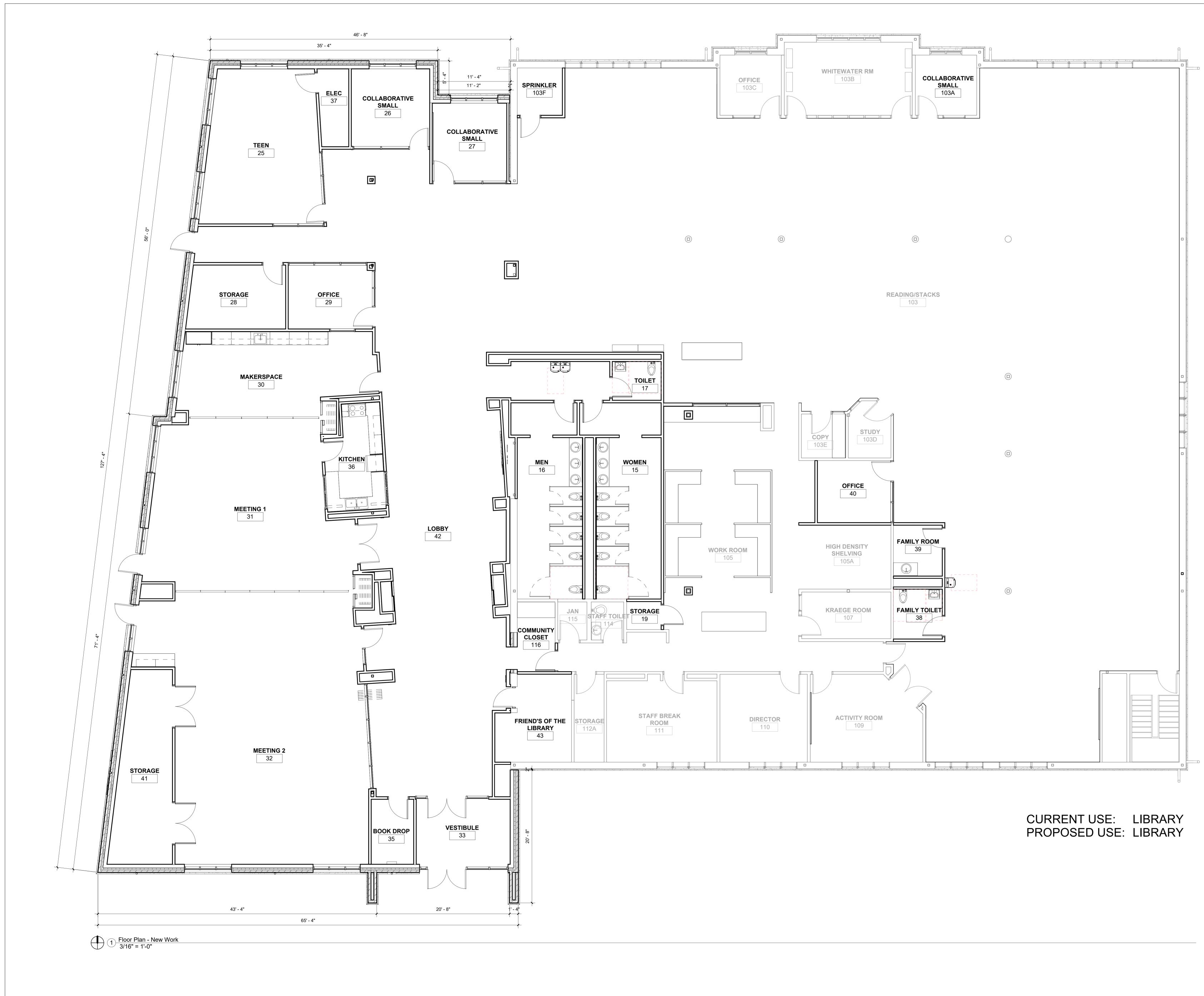




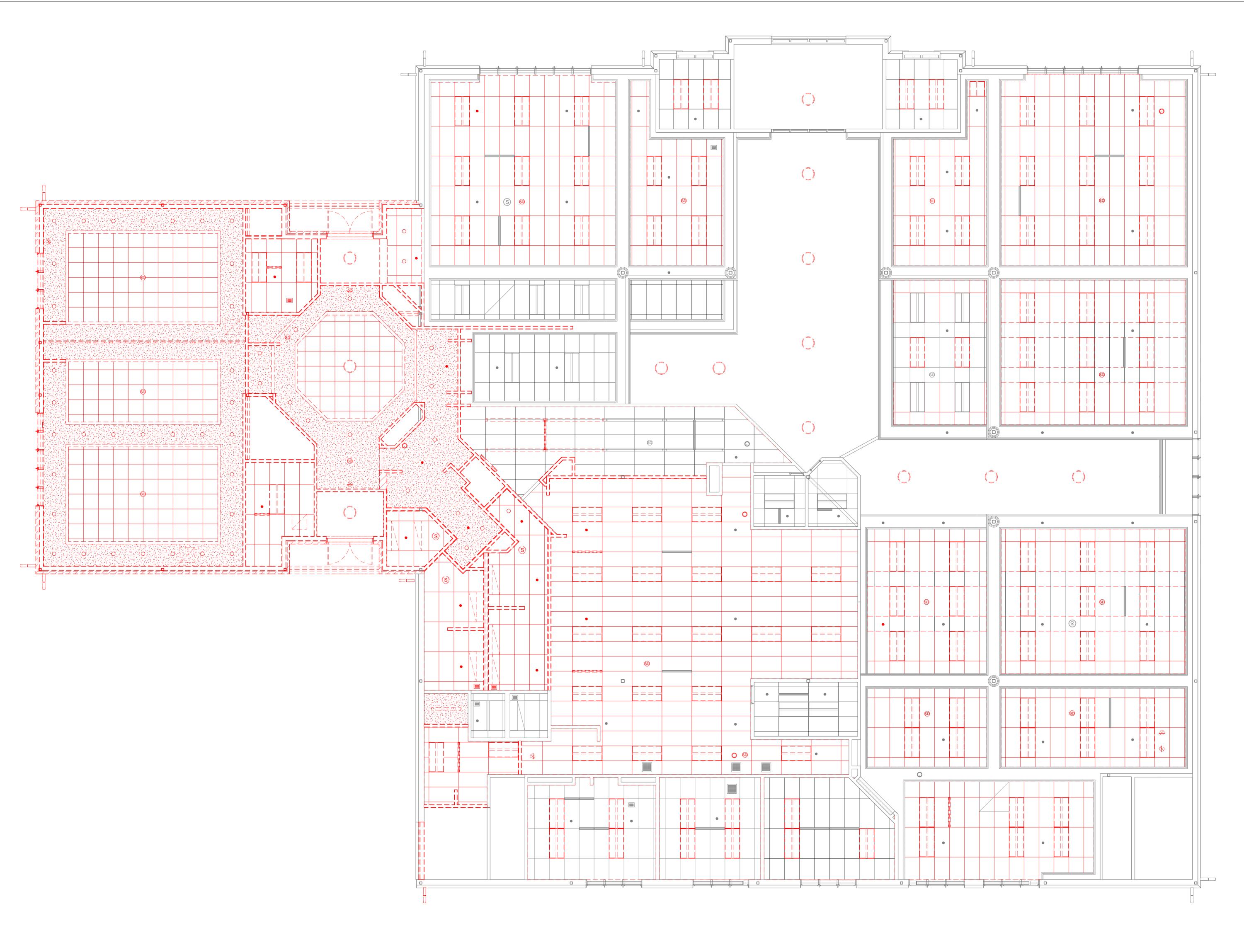


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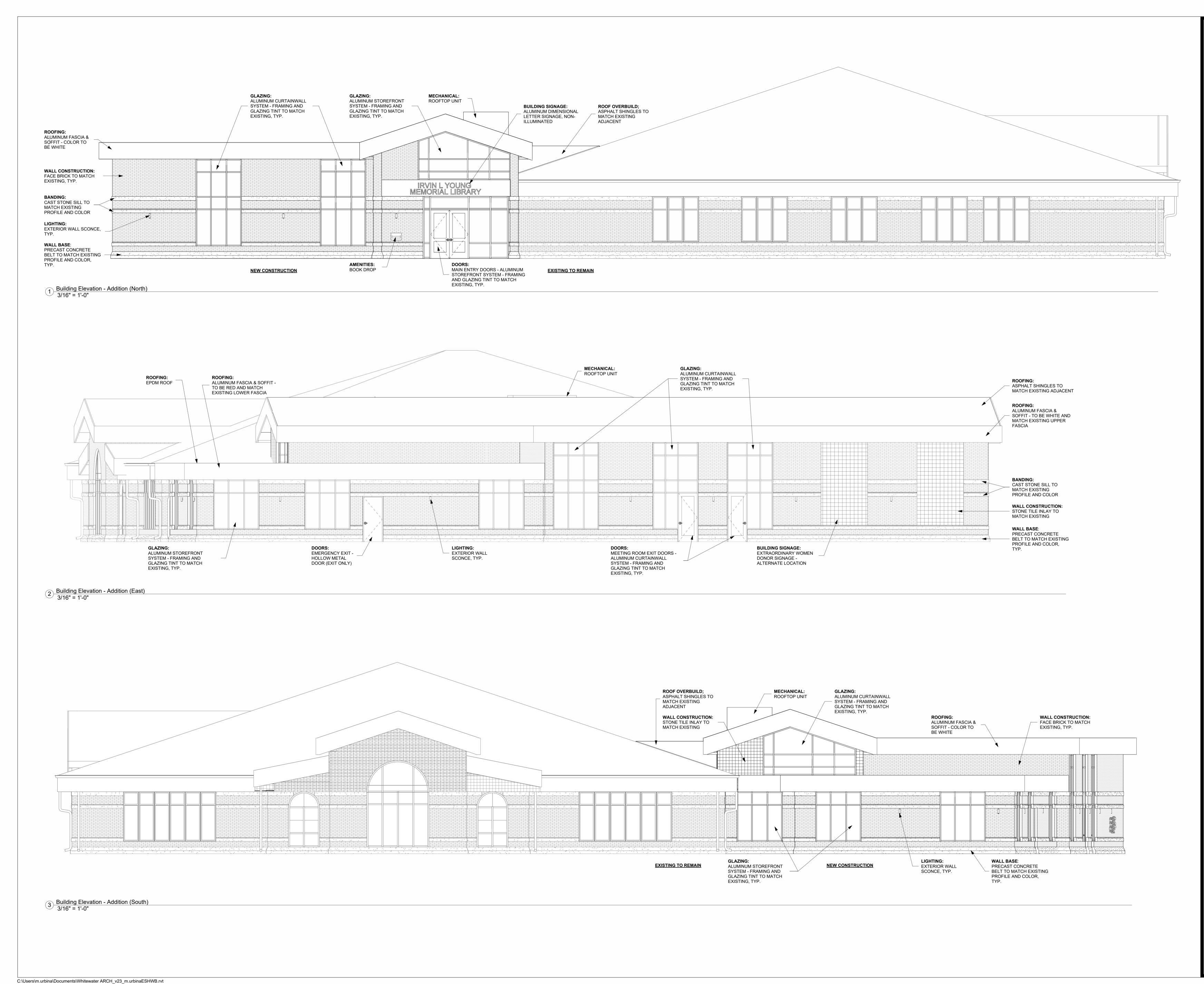


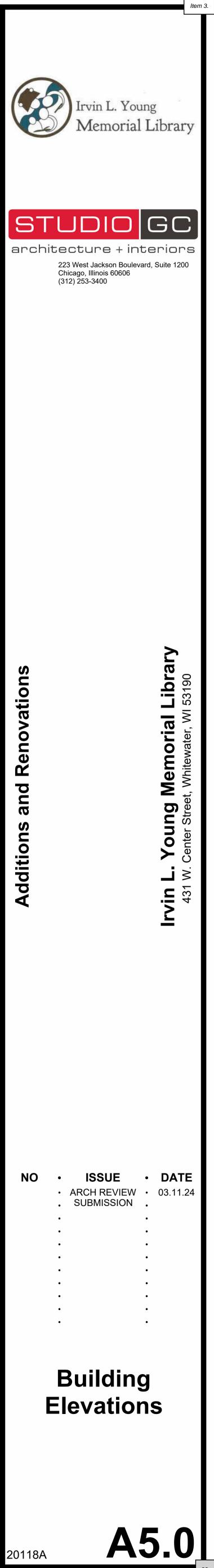
Reflected Ceiling Plan - Demolition 3/16" = 1'-0"







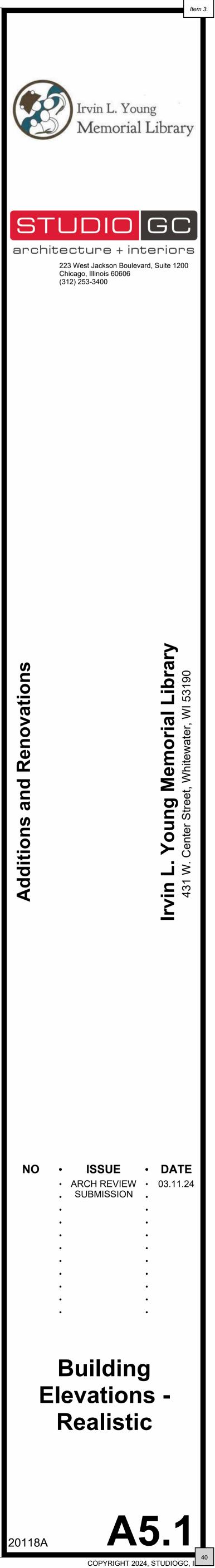


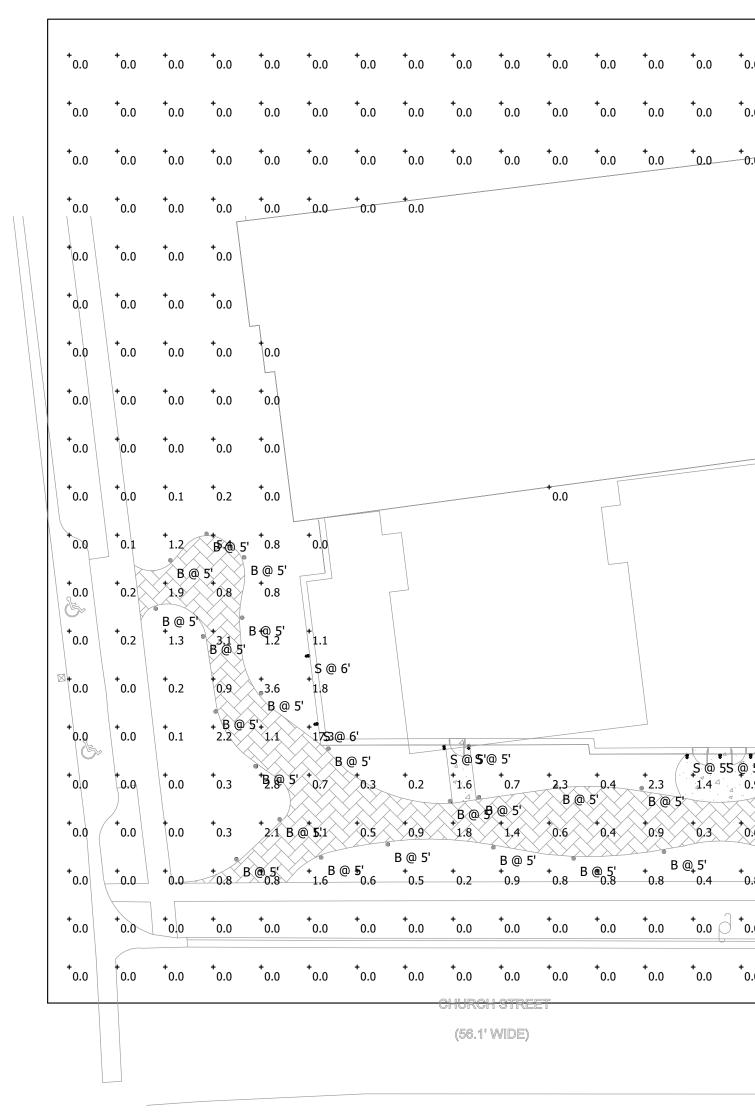


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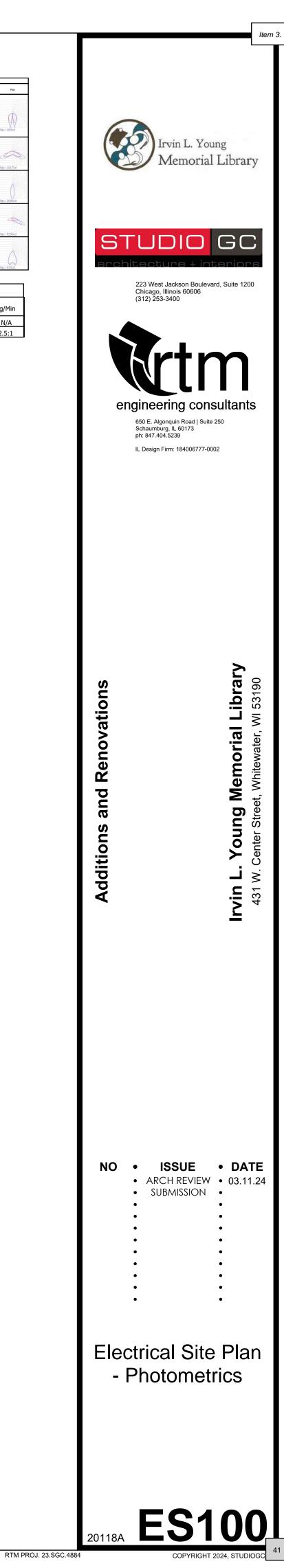


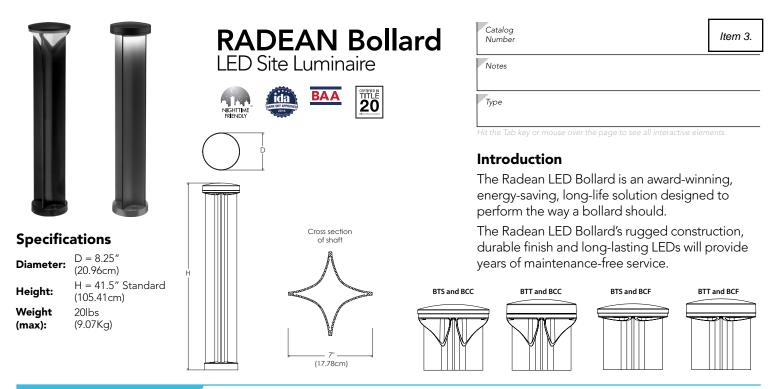


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		+0.0	+0.0	+0.0s7	~ <u>+</u> 0.0	⁺ 0.0	* 0.1	+ 0.1	+ 0.2	+3.5 _B	+ @ 5 ¹ .2	B3@ 5'	3.0 B	@ ⁺ 5'.7	⁺1 © ƳF	+ 1.6 POLE+T4-	⁺ 1.0 HS @ 20	+ 0.8	+0.7	+ 0.8	+0.9	+ 1.4	ф.3 У РО	+ 1.5 LE-T4-HS	+ 0.9 @ 20'	⁺ 0.6	+0.4	⁺ 0.2	+ 0.1	+0.1	+ 0.0	+ 0.0	⁺ 0.0
		+0.0	10.0	12 0.0	+ 0.0	⁺ 0.1	* 0.1	+ 0.2	+ 0.3	+0.8	*0.9	* 1.2	* 1.6	* 1.7	* 2.4	* 2.4	* 1.4	* 1.6	1.4	+1.6	*1.7	*2.1	*2.4	*2.2	*1.4	+1.3	⁺ 0.8	+0.4	+ 0.2	+0.1	+ 0.0	+ 0.0	⁺ 0.0
		+ 0.0	+0.0	⁺ 0.0	⁺ 0.1	⁺ 0.2	+ 0.4	+0.7	+ ● 2.5 △ B @ 5	2.9 ^B €	5' _{1.3}	* 1.4	2 .1	* 2.3	* 2.3	* 2.3	* 2.2	* 1.9	* 1.6	+	*2.4	* 2.5	*2.5	*2.5	*2.3	* 1.6	+0.9	+0.4	+ 0.2	+ 0.1	⁺ 0.0	⁺ 0.0	⁺ 0.0
		+0.0	+0.0	⁺ 0.3	⁺ 0.4	+ 0.6	₿ 40	5' + 0.8	1.1	* 0.9	* 1.1	* 1.5	* 2.0	*2.3	*2.3	* 2.3	* 2.1	* 1.6	* 1.4	* 1.6	* 2.2	* 2.7	* 2.6	* 2.6	* 2.3	* 1.4	0.8	+0.4	+0.2	+OAL	0.0	+ 0.0	⁺ 0.0
		+ 0.0	+ 0.14 •	4.8 @	A	B @ 5' 0.9	[*] 0.5	*0.7	* 1.1	* 1.1	* 1.2	* 1.5	* 1.5	* 1.5	* 1.4	* 1.4	*1.3	* 1.2	* 1.2	* 1.2	* 1.5	* 1.8	* 1.8	* 1.8	* 1.6	* 1.1	0.7	+0.3	† 0.2	+0.1	0.0	⁺ 0.0	⁺ 0.0
			IT ala		+	·/+/ /	+0.6	* 0.9	* 1.2	* _{1.3} @	* 1.4 POLE-TS		* 1.4	* 1.4	* 1.4	*1.1	* 1.1	* 1.2	* 1.0	* 1.0	* 1.3	* 1.5	* 0 1.5	POLE-T5	* @ 204	* 1.1	0.7	+0.3	+0.1	⁺ 0.1	0.0	+0.0	⁺ 0.0
					IG₩ ₇₃ @	10 ⁺ 0.3	*0.6	* 1.1	* 1.5	* 1.6	* 1.7	* 1.7	* 1.5	* 1.4	* 1.3	*1.1	* 1.2	* 1.0	* 0.9	* 0.9	* 1.3	* 1.5	* 1.5	*1.6	*1.5	* 1.1	⁺ 0.6	+0.3	+0.1	+0.1	+ 0.0	+0.0	⁺ 0.0
				+ ⊿0.4 ∠	3.6 8	+ 0.5' ^{0.7}	* 0.7	* 1.3	*1.9	* 1.6	1.7	* 2.0	* 1.5	* 1.3	* 1.3	® 1.1PC	LE *75 @	201.0	* 0.9	* 0.9	*	*	* 1.5	* 1.6	* 1.8	* 1.1	+ 0.6	⁺ 0.3)+ 0.2	+0.1	⁺ 0.0	+ 0.0	+0.0
				S, @ 6' 1.4 ⊿	+ 2.8 B @∕5'	+0.6	* 0.9	* 1.4	*1.7	-	*1.6 OLE-T5		* 1.5	* 1.3	* 1.3	* 1.0	*1,1	*1.1	*0.8	*0.9	*1,1	*1.3		*1.6		* 1.2	⁺ 0.7	⁺ 0.3	+ 0.2	+0.1	+0.0	⁺ 0.0	+0.0
				• 12.9 S @ 6			* 1.2	* 1.6	* 1.7	* 1.3	* 1.4	* 1.4	* 1.4	* 1.4	* 1.3	* 1.2	* 1.1	* 1.0	* 0.9	* 0.8	* 0.9	* 1.1	* 1.2	PÓLE-T5 * 1.7	@ 20' * 1.7	* 1.3	⁺ 0.8	+ 0.4	+ 0.2	* 0.1	0.0	+ 0.0	⁺ 0.0
8- . / 8					+ + 1.5	₫ 5' 5.0 B @	* 1.8 5'	* 2.0	* 2.0	* 1.1	* 1.2	* 1.6	* 1.7	* 1.8	* 1.7	* 1.6	* 1.5	* 1.2	* 0.9	* 0.7	* 0.8	* 1.1	* 1.0	* 1.7	* 2.2	* 1.7	+ 1.0	+ 0.5	+ 0.2	+ 0.1	+ 0.0	+0.0	⁺ 0.0
55 @ 55 0.9	@ 5' 0.5	⁺ 0.7 B@5'	+ 0.4	•+ B [*] @ 5	0.7		* 2.3	* 2.0	* 1.7	* 1.2	* 1.1	* 1.5	* 2.0	* 2.5	* 2.5	* 2.5	* 2.3	*1.5	* <u>1.0</u>	* 0.7	* 0.7	* 0.7	* 1.0	*1.6	* 2.1	* 2.3	1.4 1.4		+ 0.2	+ 0.1	₩Q.0	† 0.0	⁺ 0.0
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+ 	3 @_5' 0.8	B @ 5' 0.6	+ 0.7	3 @ 5'	¹ 0.6	<i>A</i> +	* 2.3	* 2.0		<u>⊃LĘ́0</u> [ð]-Η	S ∰.⊉0'	+ 0.9	*	* 1.6	-			*	+ 0.7	+ 0.5	+ 0.3	+ 0.4	+ 0.7	⊙,} Polle-	* ⊤4-74\$©	* 20 ^{2.3}	+ 1.4	+ 0.6	+ 0.2		³ + 0.0	⁺ 0.0	⁺ 0.0
0.0	+0.0	+0.1	+ 0.1	+0.2	+ 0.5	+ 1.4	⁴ + 2.2	+ ⁴ 1.7	+ 1.7	+0.7	⁺ 0.3	+ 0.2	0.3	+ 0.6	+ 0.7	+ 0.6	-HS @ 20	, + 0.2	+ 0.1	+ 0.1	+0.1	+ 0.2	+ 0.7	+2.0	+ 1.7	+2.3	⁺ 1.4	+ 0.5	+0.2	+0.1	+ 0.0	+ 0.0	⁺ 0.0
+ 0.0	+ 0.0	+0.0	+0.1	+0.2	+ 0.4	+ 1.1	+ 1.7	+ 1.6	+ 1.1	+ 0.3	* 0.1	+ 0.1	+0.1	+ 0.2	⁺ 0.2	+ 0.2	+ 0.2	+ 0.1	+ 0.1	+ 0.0	+ 0.1	+ 0.1	+ 0.4	+ 1.1	+ 1.6	+ 1.8	+ 1.1	⁺ 0.4	+ 0.2	+ 0.1	+ 0.0	+ 0.0	⁺ 0.0

Plan View Scale - 1" = 20ft

Schedule												-
Symbol	Label	Image	Quantity	Manufacturer	Catalog Number	Description		Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage	Plot
0	В		38	Lithonia Lighting	RADB LED P1 35K 5 DRLXD	RADB LED P1	I 35K SYM DBLXD	1	321	0.9	5.21	Max: 269cd
0	POLE- -T5		5	Luminis Canada Inc.	MA20-L1L40-TYP5	Maya 20		1	4145	0.9	36.6	Max: 1617cd
ô	S		10	Luminis Canada Inc.	SY300-L1L10-R30	Syrios Round	3	1	922	0.9	12.5	Max: 2098cd
< ®	POLE- -T4- HS		5	Luminis Canada Inc.	MA20-L1L80-TYP4-	HS Maya 20		1	6859	0.9	85.5	Max: 5296cd
0	DOW NLIG HT	Ŵ	3	Lithonia Lighting	LDN6 30/10 LO6AR	LSS 6IN LDN, 300 SPECULAR RE	00K, 1000LM, CLEAR, SEMI- EFLECTOR, CRI80	1	938	0.9	10.44	Max: 973cd
			Sta	tistics								
			Desc	ription	Symbol	Avg	Max	Min	Ma	ax/Min	А	.vg/Min
			OVE	RALL	+	0.8 fc	17.3 fc	0.0 fc	_	N/A		N/A
			PAR	KING	Ж	1.5 fc	2.8 fc	0.6 fc		4.7:1		2.5:1





Ordering Information

EXAMPLE: RADB LED P4 30K SYM MVOLT BTS BCCDNATXD DBLXD

RADB LED														
Series	Performance Package	Color temperature	Distribution	Voltage	Control options	Bollard top (required)								
RADB LED	P1 P2 P3 P4 P5 ¹	27K 2700 K 30K 3000 K 35K 3500 K 40K 4000 K 50K 5000 K	ASY Asymmetric ² SYM Symmetric ¹	MVOLT ³ 120 208 ³ 240 ³ 277 347 480	Shipped installed PE Photoelectric cell, button type 45 DMG 0-10V dimming driver (no controls) E7WH Emergency battery backup, Certified in CA Title 20 MAEDBS1 678 FAO Field adjustable output 5 PIR Motion sensor	Slim Top BTS Slim top, painted to match shaft 53 BTSDWHXD Slim top, white 59 BTSDBLBXD Slim top, black texture 5.9 BTSDBLXD Slim top, black texture 5.9 BTSDDBTXD Slim top, dark bronze textured 5.9 BTSDDBXD Slim top, dark bronze 5.9 BTSDDBXD Slim top, dark bronze 5.9 BTSDDATXD Slim top, natural aluminum textured 5.9	Tall Top BTT Tall top painted to match shaft 9 BTTDBLBXD Tall top, black textured 9 BTTDBLXD Tall top, black 9 BTTDDBTXD Tall top, dark bronze textured 9 BTTDDBXD Tall top, dark bronze 9 BTTDDBXD Tall top, dark bronze 9 BTTDNAXD Tall top, natural aluminum textured 9							
					Bi-level ^{3,5,6,7}	BTSDNAXD Slim top, natural aluminum ^{5,9} BTSDWHGXD Slim top, white textured ⁹	BTTDWHGXD Tall top, white textured ⁹ BTTDWHXD Tall top, white ⁹							

Bollard crown (required)			Other op	otions	Finish (requi	ired)
Deep CrownBCCDeep crown, painted to match shaft 9BCCDWHXDDeep crown, white 9BCCDBLXDDeep crown, black 9BCCDBLXDDeep crown, black textured 9BCCDBTXDDeep crown, dark bronze textured 9BCCDDBXDDeep crown, dark bronze 9BCCDNATXDDeep crown, natural aluminum textured 9BCCDNAXDDeep crown, natural aluminum 9BCCDWHGXDDeep crown, white textured 9	Flat Crown BCF BCFDBLBXD BCFDBLXD BCFDDBXD BCFDDBXD BCFDNAXD BCFDNAXD BCFDWHQXD BCFDWHXD	Flat crown, painted to match shaft ⁹ Flat crown, black textured ⁹ Flat crown, black ⁹ Flat crown, dark bronze textured ⁹ Flat crown, dark bronze ⁹ Flat crown, natural aluminum textured ⁹ Flat crown, natural aluminum ⁹ Flat crown, white textured ⁹ Flat crown, white fextured ⁹	H24 ^{6,10} H30 ^{6,10} H36 ^{6,10} L/AB	24″ overall height 30″ overall height 36″ overall height Without anchor bolts	DDBXD DBLXD DNAXD DWHXD DDBTXD DBLBXD DNATXD DWHGXD	Dark bronze Black Natural aluminum White Textured dark bronze Textured black Textured natural aluminum Textured white

Accessories Ordered and shipped separately.										
RADBAB U Radbabc Ddbxd U	Anchor bolts (4) Replacement anchor bolt covers (specify finish) (4)	RK1RADB BCKIT (FINISH) U RK1RADB EMTESTMAG U	Base cover with bolt caps Emergency test stylus							

NOTES

- P5 only available in SYM distribution.
 ASY has only two illuminated quadrants driven at higher drive currents to generate similar output as the SYM-4-quadrant product.
- 3 PIR not available with 208V or 240V.
- 4 PE only available with ASY.
- 5 PE, PIR and FAO not available with BTS.
- 6 E7WH and PIR only available in full height. Not available with H24, H30 or H36.
 7 PIR not available with E7WH.
- 7 PIR not available with E7WH.8 E7WH is not available with 347V or 480V.
 - 9 Architectural and custom colors available
 - (additional leadtimes and cost may apply).
 - 10 42" Height is standard. H24, H30 and H36 have longer leadtimes.



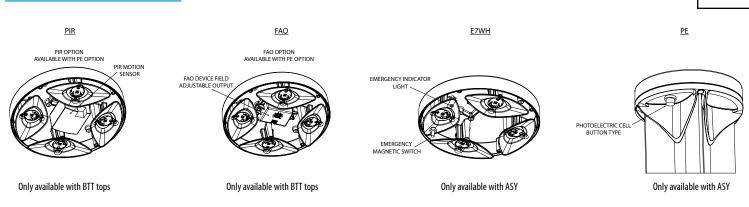
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Rev





Performance Data

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Actual performance may differ as a result of end-user environment and application. Actual wattage may differ by +/- 8% when operating between 120-480V +/- 10%.

Performan DNAXD Fl				27	'00K				3()00K				35	500K				40	000K				50	00K		
Light Engines	Performance Package	System Watts	Lumens	В	U	G	LPW	Lumens	в	U	G	LPW	Lumens	в	U		LPW	Lumens	В	U	G	LPW	Lumens	B	U	G	LPW
	P1	5	345	0	1	0	66	362	0	1	0	69	370	0	1	0	71	380	0	1	0	73	382	0	1	0	73
	P2	8	644	0	1	0	81	677	0	1	0	85	692	0	1	0	87	711	0	1	0	89	713	0	1	0	89
"Symmetric (4 light engines)"	P3	13	1036	1	1	0	77	1088	1	1	0	81	1112	1	1	0	83	1142	1	1	0	85	1146	1	1	0	85
	P4	19	1460	1	1	0	79	1534	1	1	0	83	1568	1	1	0	84	1610	1	1	0	87	1616	1	1	0	87
	P5	32	2314	1	1	0	72	2430	1	1	0	75	2484	1	1	0	77	2551	1	1	0	79	2561	1	1	0	79
	P1	5	312	0	1	0	60	328	0	1	0	63	335	0	1	0	64	344	0	1	0	66	346	0	1	0	66
"Asymmetric	P2	8	584	0	1	0	73	613	0	1	0	77	627	0	1	0	78	644	0	1	0	81	646	0	1	0	81
(2 light engines)"	P3	13	938	0	1	0	70	985	0	1	0	73	1007	0	1	0	75	1035	0	1	0	77	1038	0	1	0	77
	P4	19	1323	0	1	0	71	1390	0	1	0	75	1420	0	1	0	76	1459	0	1	0	78	1464	0	1	0	79

*Note: Lumen output varies based on finish. Silver color shown, for black (worst) or white (best) photometry, see specific photometric files downloadable from www.acuitybrands.com

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Projected LED Lumen Maintenance									
	25,000	50,000	75,000	100,000					
P1	0.94	0.89	0.85	0.80					
P2	0.94	0.89	0.85	0.80					
P3	0.94	0.89	0.85	0.80					
P4	0.94	0.89	0.85	0.80					
P5	0.94	0.89	0.85	0.80					

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average temperatures from 0-40°C (32-104°F).

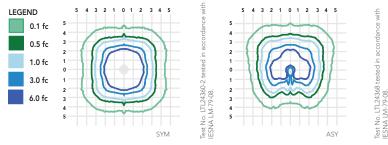
Amb	Ambient						
0	32ºF	1.03					
5	41ºF	1.03					
10	50°F	1.02					
15	59°F	1.01					
20	68°F	1.01					
25	77ºF	1					
30	86ºF	0.99					
35	95°F	0.99					
40	104°F	0.98					

Electrica	l Load			Curren	t (Amp)				Current (Amp)		
	Watts @120V (W)	Watts @277V (W)	@120V (A)	@208V (A)	@240V (A)	(@277V) (A)	Watts (@347V)	Watts (@480V)	(@347V) (A)	(@480V)	
P1 ASY	5	6	0.0445	0.0299	0.0276	0.0262	10	10	0.0443	0.0319	
P2 ASY	9	10	0.0751	0.0471	0.0429	0.0399	14	14	0.0505	0.0364	
P3 ASY	14	15	0.1147	0.0699	0.0627	0.0571	18	18	0.0611	0.0441	
P4 ASY	19	19	0.1586	0.0928	0.0819	0.0735	23	23	0.0709	0.0513	
P1 SYM	5	6	0.0444	0.0301	0.0279	0.0265	9	9	0.0441	0.0319	
P2 SYM	9	10	0.0734	0.0461	0.0421	0.0391	13	13	0.0502	0.0363	
P3 SYM	13	14	0.112	0.067	0.0598	0.0544	18	18	0.0602	0.0435	
P4 SYM	18	19	0.1535	0.0902	0.0796	0.0713	22	22	0.0691	0.0499	
P5 SYM	31	31	0.2597	0.1527	0.1326	0.1149	35	36	0.1079	0.079	



Rev

Isofootcandle plots for the RADB. Distances are in units of mounting height (3.5').



FEATURES & SPECIFICATIONS

INTENDED USE

The rugged construction and maintenance-free performance of the Radean LED Bollard is ideal for illuminating building entryways, walking paths and pedestrian plazas, as well as any other location requiring a low-mounting-height light source.

CONSTRUCTION

One-piece extruded aluminum shaft with thick side walls for extreme durability, and die-cast reflector and top cap. Four $3/8'' \times 7''$ anchor bolts with double nuts and washers and 5-2/3'' max. bolt circle template ensure stability. Overall height is 42'' standard.

FINISH

Exterior parts are protected by a zinc-infused super durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering for maximum retention of gloss and luster. A tightly controlled multi-stage process ensures a minimum 3-mil thickness for a finish that can withstand the elements without cracking or peeling. Available in both textured and non-textured finishes.

OPTICS

Two optical distributions are available: symmetrical and asymmetrical. IP66 sealed LED light engine provides smoothly graduated illumination. Light engines are available in 2700K, 3000K, 3500K, 4000K or 5000K.

ELECTRICAL

Light engines consist of high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (L80/100,000 hours at P5 at 25°C). Class 2 electronic drivers are designed for an expected life of 100,000 hours with < 1% failure rate. Electrical components are mounted on a removable power tray.

LISTINGS

CSA certified to U.S. and Canadian standards. Light engines are IP66 rated. Rated for -40°C minimum ambient. Emergency battery backup rated for -10°C minimum ambient. International Dark-Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 3000K color or less. U.S. Patent No. D912,850S

BUY AMERICAN ACT

This product is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT regulations. Please refer to www.acuitybrands.com/buy-american for additional information.

WARRANTY

Five-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application and color.

All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.









MATERIALS

Maya is made of corrosion resistant 356 aluminum alloy with a copper (CU) content of less than 0.1%.

The MA20 features a high efficiency LED light engine, mounted on a thick base integral to the housing shell, designed with a heat sink pattern to optimize heat dissipation and luminaire efficacy. The power supply is enclosed in a thermally isolated chamber allowing a quick access for electrical maintenance without disturbing the optical light chamber, and providing long lifetime.

ELECTRICAL

- **POWER SUPPLY** Standard driver is 0-10V dimming-ready (dims to 10%) with:

 120-277 multi-volt compatibility (50-60Hz), operating

 temperature range of -40°C to +55°C / -40°F to +131°F,

 output over voltage protection, output over current

 protection and output short circuit protection with auto

 recovery. Optional 347/480V available on selected models.
- LED/Optics Type II, III, IV or V light distribution via high performance optical lenses. Offered in 2700K, 3000K, 3500K, 4000K. See the CCT options for details.

Optional true amber LED for turtle sensitive areas. Wavelengths: 585nm to 597nm.

LIFE

60,000hrs (L₇₀B₅₀) based on LM-80 report for lumen maintenance.

FINISH

Five-stage preparation process includes preheating of cast aluminum parts for air extraction. Polyester powder coating is applied through an electrostatic process, and oven cured for long term finish.

MOUNTING

Maximum weight: 35 lbs (16 kg)

Maya is designed for ease of access and installation. Designed for wall or pole mount to fit with a 4" (102mm) or 5" (127mm) pole. 6" (152mm) available on request. Alternate poles or wall attachments are available to meet multiple installation conditions. (Refer to pages 4 and 5)

CERTIFICATION

Certified and Approved as per CSA C22.2 No.: 250.0 standard and ANSI/UL 1598 standard, for wet location. Rated IP65. Photometric testing performed by an independent laboratory in accordance with IES LM-79-08 standards at 25°C/77°F. Lumen depreciation in accordance with IESNA LM80 standards.



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MAYA

MA20 SERIES

Luminaires may be altered for design improvement or discontinued without prior notice.



LUMINAIRE SELECTION

MODEL#

LED LIGHT SEL	ECTION			3 VOLTAGE ¹	4 FINISH
WHITE LED SELE	ECTION (4000K/70CRI)				STANDAR
TYPE	SUFFIX	DELIVERED LUMENS	INPUT WATTS	□ 120V	U WHT S
Type II	□ L1L40-TYP2 □ L1L80-TYP2 □ L1L120-TYP2 □ L1L120-TYP2	3822 7352 11646 15443	36 80 118 169	 □ 208V □ 240V □ 277V Optional 	□ BKT J □ BZT B □ MST M □ GRT T □ DGT G
Type III	□ L1L40-TYP3 □ L1L80-TYP3 □ L1L120-TYP3 □ L1L120-TYP3	4007 7709 12211 16191	36 80 118 169	□ 347V □ 480V	□ CHT C □ SGT S □ BGT E
Type IV	□ L1L40-TYP4 □ L1L80-TYP4 □ L1L120-TYP4 □ L1L160-TYP4	3943 7586 12010 15925	36 80 118 169	_	CS C RAL R (Refer to c
Type V	□ L1L40-TYP5 □ L1L80-TYP5 □ L1L120-TYP5 □ L1L160-TYP5	4071 7832 12411 16456	36 80 118 169		
AMBER LED SEL	ECTION - TURTLE FRIENDLY				
TYPE	SUFFIX	DELIVERED LUMENS	INPUT WATTS		
Type II	□ L1LK2A-TYP2	1994	47		
Type III	□ L1LK2A-TYP3	2091	47		
Type IV	L1LK2A-TYP4	2057	47		
Type V	□ L1LK2A-TYP5	2125	47		
DS OPTION 7 Dual switching A	mber/4000K- 70CRI. Applicat	ole with Amber Led select DELIVERED LUMENS WHITE/AMBER	ion INPUT WATTS		
	□ DSL1L60 □ DSL1L80	6205/ 1062 8228/ 1062	83 109		
		both LEDs at 100%, with 1 H1, 2 nd dimmer intensity C se consult factory.			

NOTE: Above wattage values are based on 120V, tested at 25°C/ 77°F ambient temperature. Wattage may vary by approx. +/- 10% for other voltages, or due to changes in ambient temperature. Lumen output will remain constant.



STANDA	STANDARD COLORS							
□ WHT	Snow white							
🗆 BKT	Jet black							
🗆 BZT	Bronze							
MST	Matte silver							
🗆 GRT	Titanium gray							
🗆 DGT	Gun metal							
□ CHT	Champagne							
SGT	Steel gray							
🗆 BGT	English cream							

OPTIONAL COLORS

🗆 CS	Custom color
🗆 RAL	RAL# color

(Refer to color chart)

Ø Rev. (

March 2023

Item 3. MA20 SERIES MAYA - LED

OPTION

01 11011					
ELECTRICAL			MOUNTING		
 FS MS PH PHSC PH7 SP CCT/CRI 	Fuse ² Motion Sensor ⁴ . Color will be s match fixture color. Photocell NEMA C136.41 7-PIN receptacle consult factory to ensure electr NEMA C136.41 7-PIN receptacle 10kV Surge Protector	e & shorting cap. Please rical compliance.	 90D 180D AC8 ACW EC8P EC8PS EC8W EC8WS TN3 	Dual struts spaced 90° apart Dual struts spaced 180° apart Pole mount attachment with 45° support Wall mount attachment with 45° support Pole mount attachment with stacked arm Pole mount attachment with short stacked arm ⁶ Wall mount attachment with stacked arm Wall mount attachment with short stacked arm ⁶ 3" Tenon pole adaptor (for 3" pole by others) ¹²	
Alternate CCT ^e K LED (LCF: Lumen conversion factor). (Apply multiplier to listed values for lumens output reference).		PR8 ECM4T EMC5T	Pedestal mount adaptor. Brings total height of MA20 to 33.25 Post top mounting on 4" (102mm) pole (pole by others) Post top mounting on 5" (127mm) pole ⁵ (pole by others)		
□ K27E	2700K / 70CRI (LCF: 0.91)		ACCESSORIE	S	
□ K30E □ K35E □ K40E	3000K / 70CRI (LCF: 0.94) 3500K / 70CRI (LCF: 0.983) 4000K / 70CRI	NOTE: Other CCT & higher CRI available, please consult factory.	□ HS □ S30	House side shield ³ (LCF 0.8) 30" Shade	
🗆 K35	3500K / 80CRI (LCF: 0.8)	prease consult factory.	CONTROL		

4000K / 80 □ K40

4000K / 80CRI (LCF: 0.83)	
IDA certification compliance, luminaire must	

DARK SKY APPROVED	For I be o
DARK SKY APPROVED	be o

ordered with 3000K or warmer.

NOTES

- 1- If no voltage is specified, luminaires are factory prewired by default for 120V. For other voltages, please specify with catalog number, or consult factory.
- 2- Fuse option is normally installed with poles when specified with Luminis luminaires. (Except for other types of mounting.)
- 3- HS not available on Type V. HS can be installed in the field on existing fixtures.
- 4- Motion sensor option is not compatible with photocell options.
- 5- For 1/8" wall thickness. For other wall thickness contact factory.
- 6- Not compatible with S30 option.
- 7- DS option not available with options MS, PH, PHSC, PH7, 347V, TN3 and PR8.
- 8- Not compatible with MS, PH, PHSC, PH7, Wall mounts, Double fixture mounts, TN3, PR8.
- 9- Compatible with Amber Led.
- 10- Only available with PAA5xx (Ø5" poles).
- 11- White sensor available upon request.
- 12- TN3 is not available with L1L120 and L1L160 at any voltages. TN3 is not available with L1L80 at 347V and 480V.

OPTION DETAILS



NEMA C136.41 7-PIN receptable & shorting cap. Please consult factory to ensure electrical compliance.

LUMINIS



PH7 NEMA C136.41 7-PIN receptacle & photocell sensor.



□ NLTAIR2 nLight AIR Control gen2, Pole mounted black sensor.^{8, 9, 10, 11}

PIR Motion sensor w/270º coverage, adjustable time delay and max/min dim levels.



HS HS House side shield. Field installable. Not available for type V.

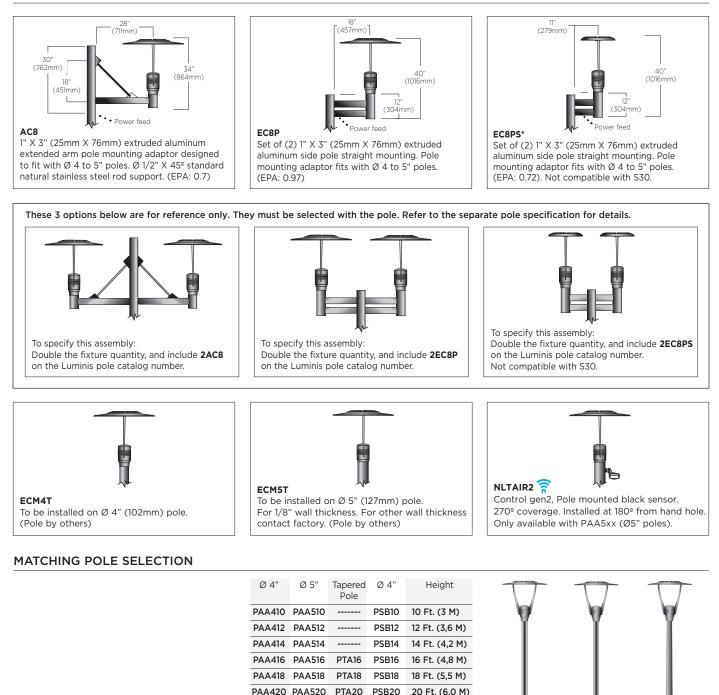
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MA20 SERIES MAYA - LED

POLE MOUNT



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UMINIS

thicknesses.

specification sheet. Ø 4" = 102mm Ø5" = 127mm

PTA25

1/8" wall thickness. Please consult factory for other

For additional pole details, please refer to separate pole

25 Ft. (7,6 M)

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ΡΤΑ

Pole series

PAA Pole series

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PSB

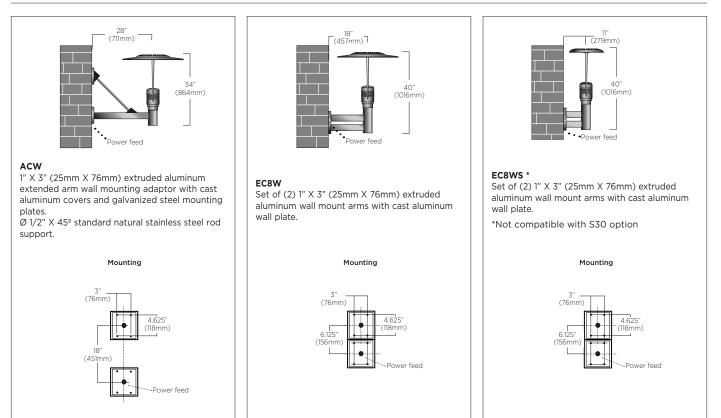
Pole series

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MA20 SERIES MAYA - LED

WALL MOUNT



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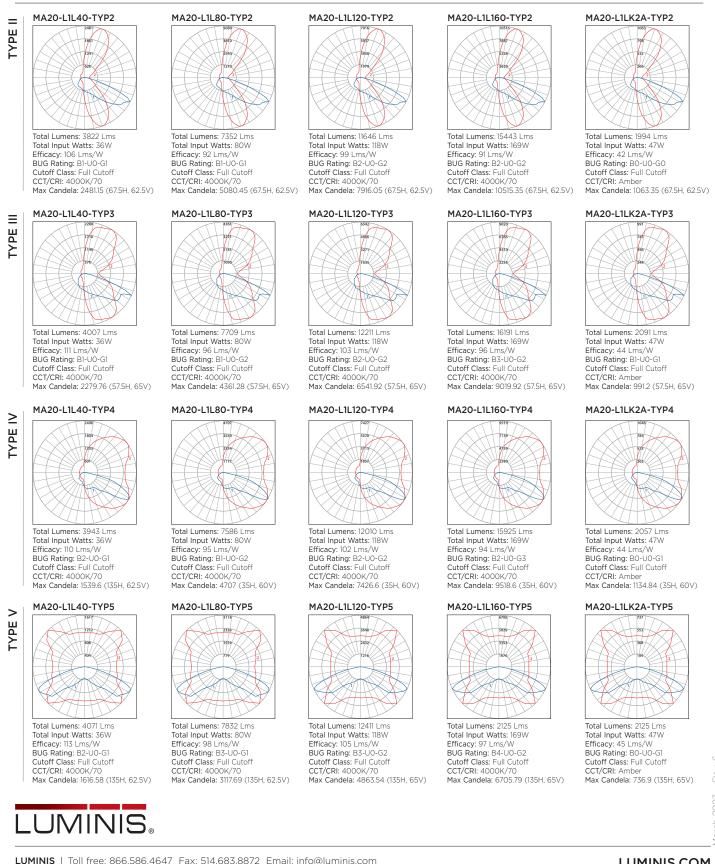
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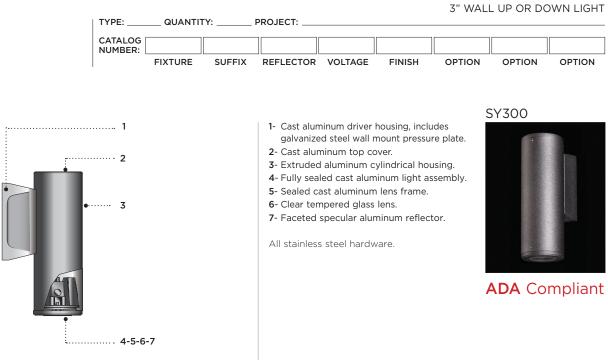


TYPICAL PHOTOMETRY SUMMARY



260 Labrosse, Pointe-Claire (QC) Canada H9R 5L5 Luminaires may be altered for design improvement or discontinued without prior notice.





MATERIALS

Syrios is made of corrosion resistant 356 aluminum alloy with a copper (CU) content of less than 0.1%.

The main housing is made of seamless extruded aluminum, with an integrally sealed LED light module designed for optimal heat dissipation, and lighting performance.

Syrios SY300 series is standard with 29° optic. See options section for alternate selection.

ELECTRICAL

- DRIVER Standard driver is 0-10V dimming-ready (dims to 10%) with: 120-277 multi-volt compatibility (50-60Hz), operating temperature range of -30°C/-22°F to 55°C/131°F, output over voltage protection, output over current protection and output short circuit protection with auto-recovery.
- LED Standard 4000K/80CRI. Optional 2700K, 3000K & 3500K. Optional Amber LED for turtle sensitive areas. Wavelengths: 584.5nm to 597nm.

LIFE

60,000hrs $\rm L_{70}B_{50}$ (based on IESNA TM-21 Test Method and LM-80 data). Up to 95,000hrs $\rm L_{70}B_{50}$ (calculated projection from LM-80 data).

FINISH

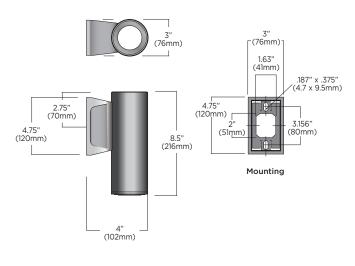
Five-stage preparation process including preheating of cast aluminum parts for air extraction, and an environmentally friendly alloy sealant. Polyester powder coating is applied through an electrostatic process and oven cured for long term finish.

MOUNTING

Maximum weight: 2.5 lbs (1.1 kg) The mounting plate is designed to fit on a 2X4" (51x102mm) rectangular electrical box using 3.156" (80mm) C/C mounting holes. Optional trimming plate for octagonal jbox (option MT4).

CERTIFICATION

Certified and approved as per CSA C22.2 No.: 250.0 standard and ANSI/UL 1598 standard, for wet location. Rated IP66.



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SYRIOS

SY300 SERIES

SY300 SERIES SYRIOS ADA Compliant

LUMINAIRE SELECTION

MODEL#	LED LIGH	T SELECTION					CTORS*		5 FINISH	
	SUFFIX	DELIVERED LUMENS	INPUT WATTS	CRI	сст ⁰к				STANDAR	D COLORS*
□ SY300	AMBER LEI	-	13W 7W	80 AMBER	4000	*Depending installed ac downlight)	Flood optics 29° (standard) Wide flood optics 42° g on direction fixture is Id U (for uplight) or D (for to suffix for all reflectors e. (i.e. R40U is 42° uplight)	□ 120V □ 277V	 WHT BKT BZT MST GRT DGT CHT SGT BGT 	Snow white Jet black Bronze Matte silver Titanium gray Gun metal Champagne Steel gray English cream
	VERY NAR	ROW DISTRIBU 539	JTION 10W	80	4000	□ R9	Very narrow optics 9° Field angle 21º (12,018 candela)		CS RAL ENVIRON MG NT	Custom color RAL# color

OPTIONS

ELECTRICAL		FAUX WOOD	COLORS ⁴			
FS REML2-50	Fuse 7W remote emergency battery backup for LED, 90 min. Remote mount 50ft - 12" (305mm) square enclosure with access cover ¹	□ ADG □ BRC □ CHN □ CRY □ KNP	American douglas Birch Chestnut Cherry Knotty pine	 MPL OFL RSW TEK WLN 	Maple Oak Rosewood Teak Walnut	
LIGHT & OPTICS	5	ACCESSORIES				
Alternate CCT	CT [®] K LED (LCF: Lumen conversion factor) 2700K CCT 80 CRI (LCF: 0.91) ³ 3000K CCT 80 CRI (LCF: 0.94) 3500K CCT 80 CRI (LCF: 0.983) ³		Solite lens (light loss factor [LLF]: 0.9) Linear spread lens 1.5" (38mm) snoot ² Hexcell louver			
NOTE: Other	CCT & higher CRI available, please consult factory.	MOUNTING				
	DA certification compliance, luminaire must dered with 3000K or warmer.	 SWK MT4 UP UH 	Adaptor box for surface 3/4" or Trimming plate for octagonal b Option required for uplight in Uniform height matching SY3	ox stallation		

NOTES

1- The remote enclosure must be interior.

2- To prevent reflections, interior painted black when a light color finish is selected (ex. WHT, MST, GRT and CHT).

3- K27 and K35 options not available with the R9 optics.

4- Faux wood finish not applied to driver housing, lens frame or accessories.

5- For harsh, coastal environment and exposure to salt water. Longer lead time may apply please contact factory for info.

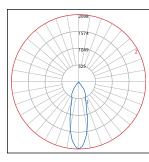
6- Only available in WHT and BKT.



Re<.

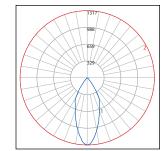
SY300 SERIES SYRIOS ADA Compliant

TYPICAL PHOTOMETRY SUMMARY



Descriptive information

SY300-L1L10-R30 Total Lms: 924 lumens Total input watts: 13 W Efficacy: 74 Lumens/Watt BUG: B1-U0-G0 CCT/CRI: 4000K/80 Maximum candela: 2098 @ 0°



Descriptive information

SY300-L1L10-R40 Total Lms: 846 lumens Total input watts: 13 W Efficacy: 68 Lumens/Watt BUG: B1-U0-G0 CCT/CRI: 4000K/80 Maximum candela: 1317 @ 0º



Descriptive information

SY30O-L1L5NR-R9 Total Lms: 539 lumens Total input watts: 10 W Efficacy: 53 Lumens/Watt BUG: B1-UO-G0 CCT/CRI: 4000K/80 Maximum candela: 12018 @ 0°

Please visit our web site www.luminis.com for complete I.E.S. formatted download data.

Luminaires may be altered for design improvement or discontinued without prior notice.



FEATURES & SPECIFICATIONS

INTENDED USE — Typical applications include corridors, lobbies, conference rooms and private offices.

CONSTRUCTION — Galvanized steel mounting/plaster frame; galvanized steel junction box with bottom-hinged access covers and spring latches. Reflectors are retained by torsion springs.

Vertically adjustable mounting brackets with commercial bar hangers provide 3-3/4" total adjustment.

Two combination $\frac{1}{2}$ "-3/4" and four $\frac{1}{2}$ " knockouts for straight-through conduit runs. Capacity: 8 (4 in, 4 out). No. 12 AWG conductors, rated for 90°C.

Accommodates 12"-24" joist spacing.

Passive cooling thermal management for 25°C standard; high ambient (40°C) option available. Light engine and drivers are accessible from above or below ceiling.

Max ceiling thickness 1-1/2".

OPTICS — LEDs are binned to a 3-step MacAdam Ellipse; 80 CRI minimum. 90 CRI optional.

LED light source concealed with diffusing optical lens.

General illumination lighting with 1.0 S/MH and 55° cutoff to source and source image.

Self-flanged anodized reflectors in specular, semi-specular, or matte diffuse finishes. Also available in white and black painted reflectors.

A+ CAPABLE LUMINAIRE — This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and out-of-the-box control compatibility with simple commissioning when used with Acuity Brands controls products. All configurations of this luminaire are calibrated and tested to meet the Acuity Brands' specifications for chromatic consistency – including color rendering, color fidelity and color temperature tolerance around standard CIE chromaticity coordinates. To learn more about A+ standards, specifications, and testing visit www.acuitybrands.com/aplus.

UGR—<u>UGR</u> is zero for fixtures aimed at nadir with a cut-off equal to or less than 60 deg, per CIE 117-1996 Discomfort Glare in Interior Lighting.

ELECTRICAL — Multi-volt (120-277V, 50/60Hz) 0-10V dimming drivers mounted to junction box, 10% or 1% minimum dimming level available.

0-10V dimming fixture requires two (2) additional low-voltage wires to be pulled.

LUMEN MAINTENANCE — 70% lumen maintenance at 60,000 hours. L70/60,000 hours

LISTINGS — Certified to US and Canadian safety standards. Wet location standard (covered ceiling). IP55 rated. ENERGY STAR® certified product. Drivers are RoHS compliant

BUY AMERICAN ACT — Product with the BAA option is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT regulations. Please refer to <u>www.acuitybrands.</u> <u>com/buy-american</u> for additional information.

WARRANTY — 5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C.

Specifications subject to change without notice.

PERFORMANCE DATA

LDN6 3500K AR LSS 80CRI						
Nominal Lumens	Lumens	Wattage	Lm/W			
500	527.9	5.8	90.5			
750	758.1	8.9	85.1			
1000	950.1	10.4	91.0			
1500	1514	17.5	86.4			
2000	2006	22.5	89.1			
2500	2504	28.3	88.6			
3000	3021	34.8	86.9			
4000	4008	44.3	90.6			
5000	4975	57.7	86.3			

Notes

• Tested in accordance with IESNA LM-79-08.

Tested to current IES and NEMA standards under stabilized laboratory conditions.
 CRI: 80 typical.



Catalog Number

Notes

Туре

LDN6 STATIC WHITE



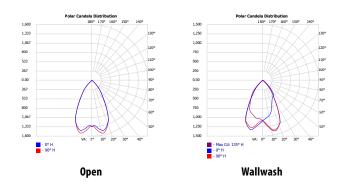




Open Trim

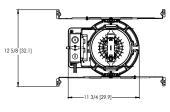
Wallwash Trim

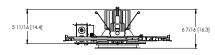
DISTRIBUTIONS



DIMENSIONS

LDN6 500-3000 Lumens





Aperture: Ø 6-1/4" [15.9] Ceiling Cutout: Ø 7-1/8" [18.1] Self-flanged Overlap Trim: Ø 7-1/2" [19.1]

See page 4 for other fixture dimensions

LDN6							
Series	Color temperature	Lumens ‡	Trim Style	Trim Color	Trim Finish	Flange Color ‡	Voltage
LDN6 6" round	27/ 2700K 30/ 3000K 35/ 3500K 40/ 4000K 50/ 5000K	05 500 lumens 07 750 lumens 10 1000 lumens 15 1500 lumens 20 2000 lumens 25 2500 lumens 30 3000 lumens 40 4000 lumens 50 5000 lumens	LO6 Downlight LW6 Wallwash	AR Clear WR + White BR + Black TCPC + Custom painted trim TRALTBD + RAL painted trim	LSS Semi-specular LD Matte diffuse LS Specular	TRW White painted flange TRBL Black painted flange FCPC Custom painted flange only FRALTBD RAL painted flange only	MVOLT Multi-volt 120 120V 277 277V 347 ‡ 347V

Drive	Driver Emergency ‡ C		Control Input ‡		Options	Options	
GZ10 GZ1 D10 D1 EZ1 EDAB	0-10V driver dims to 1% Minimum dimming 10% driver for use with JOT Minimum dimming 1% driver for use with JOT 0-10V eldoLED driver with smooth and flicker- free deep dimming performance down to 1%	(blank) EL ELR ELSD ELRSD E10WCP E10WCPR E10WRSTAR	No Emergency Needed Battery pack (10W constant power), non-T20 compliant, integral test switch Battery pack (10W constant power), non-T20 compliant, remote test switch Self-diagnostic battery pack (10W constant power), non-T20 compliant, integral test switch Self-diagnostic battery pack (10W constant power), non-T20 compliant, remote test switch Battery pack (10W constant power), T20 compliant, integral test switch Battery pack (10W constant power), T20 compliant, remote test switch Emergency battery pack, 10W with remote test switch and lota STAR technology	(blank) JOT NPP16D NPP16DER NPS80EZ NPS80EZER N80 NLTAIR2 NLTAIRER2 NLTAIREM2	No Control Input Needed Wireless room control with "Just One Touch" pairing nLight® network power/relay pack with 0-10V dim- ming for non-eldoLED drivers (GZ10, GZ1). nLight® network power/relay pack with 0-10V dimming for non-eldoLED drivers (GZ10, GZ1). ER controls fixtures on emergency circuit. nLight® dimming pack controls 0-10V eldoLED drivers (EZ1). nLight® dimming pack controls 0-10V eldoLED driv- ers (EZ1). ER controls fixtures on emergency circuit. nLight® Lumen Compensation nLight® Air enabled nLight® Air enabled nLight® AIR Dimming Pack Wireless Controls. Controls fixtures on emergency circuit, not available with battery pack options nLight® AIR Dimming Pack Wireless Controls. UL924 Emergency Operation, via power interrupt detection. Available with battery pack options.	HAO ‡ CP ‡ RRL BAA 90CRI SF ‡	High ambient option (40°C) Chicago Plenum RELOC®-ready luminaire connectors enable a simple and consistent factory installed option across all ABL luminaire brands. Refer to RRL for complete nomenclature. Available only in RRLA, RRLB, RRLAE, and RRLC12S. Buy America(n) Act Compliant High CRI (90+) Single fuse

‡ Option Value Ordering Restrictions					
Option value	Restriction				
Lumens	Overall height varies based on lumen package; refer to dimensional chart.				
WR, BR	Not available with finishes.				
347	Not available with emergency options.				
SF	Must specify voltage 120V or 277V.				
TRW, TRBL	Available with clear (AR) reflector only.				
EL, ELR, ELSD, ELRSD, E10WCP, E10WCPR	12.5" of plenum depth or top access required for battery pack maintenance.				
NPP16D, NPP16DER, NPS80EZ, NPS80EZER	Specify voltage. ER for use with generator supply EM power. Will require an emergency hot feed and normal hot feed. See UL 924 Sequence of Operation table.				
N80	Fixture begins at 80% light level. Must be specified with NPS80EZ or NPS80EZ ER. Only available with EZ1 drivers.				
NLTAIR, NLTAIR2, NLTAIRER2, NLTAIREM2	Not available with CP, NPS80EZ, NPS80EZER, NPP16D, NPP16DER or N80 options. not recommended for metal ceiling installations.				
HAO	Fixture height is 6.5" for all lumen packages with HAO.				
СР	Must specify voltage for 3000lm and above. 5000lm with marked spacing 24 L x 24 W x 14 H. Not available with emergency battery pack option.				
JOT	Must specify D10 or D1 driver. Not available with nLight options. Not available with CP. Not recommended for metal ceiling installation. Not for use with emergency backup power systems other than battery packs.				
Reloc [®] Options	Refer to RRL specification sheet on acuitybrands.com for further details.				
RRLAE	Commercial fixtures should disconnect the TSPL before unplugging the RRL so it does not go into discharge mode.				
RRLC12S	RRLC12S option is to be used with the OnePass OCU, OCS, OD, OFC and OD for 0-24V integrated single-circuit or 0-10V low voltage controls applications. Not available with integral dimming sensors.				
TRALTBD, FRALTBD	RALTBD for pricing only. Replace with applicable RAL number and finish when ready to order. See the RAL BROCHURE for available color options.				
TCPC, FCPC	CPC options for pricing only. Custom color chip needs to be sent in to your Customer Resolution specialist before order can be processed. Click HERE for more details				
E10WRSTAR	Not available with wet location, EC1, EC6, QDS, CP, 347V, NPS80EZ ER, NLTAIRER2, NLTAIREM2, ALO3 & ALO4 w/DALI, OR 2000-4500 lumens w/JOT. Top access installation or 17.5" plenum clearance required for roomside installation. Not available with integral test switch				

Accessories: 0	rder as separate catalog number.			
EAC ISSM 375 EAC ISSM 125	Compact interruptible emergency AC power system Compact interruptible emergency	SCA6	Sloped Ceiling Adapter. Degree of slope must be specified (SD, 10D, 15D, 20D, 25D, 30D). Ex: SCA6 10D	
GRA68 JZ	AC power system Oversized trim ring with 8" outside diameter			



Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit <u>www.acuitybrands.com/designselect</u>. *See ordering tree for details

(Maximum order quantity for design select lead times is 112.)

🜔 LITHONIA LIGHTING"

Emergency Battery Pack Options - Field Installable

Battery Model Number	Wattage	Runtime (Minutes)	Lumen Output* @ 120 Lumens/Watt	Other
ILB CP07 2H A	7W	120	840	Storm Shelter / 2 Hour Runtime
ILB CP10 A	10W	90	1200	
ILBLP CP10 HE SD A+	10W	90	1200	Title 20, Self Diagnostic
ILBLP CP15 HE SD A+	15W	90	1800	Title 20, Self Diagnostic
ILB CP20 HE A	20W	90	2400	Title 20
ILB CP20 HE SD A	20W	90	2400	Title 20, Self Diagnostic
ILBHI CP10 HE SD A+	10W	90	1200	347-480V AC Input, Title 20, Self Diagnostic
ILBHI CP15 HE SD A+	15W	90	1800	347-480V AC Input, Title 20, Self Diagnostic

All the above are UL Listed products that are certified for field install external/remote to the fixture. *Minimum delivered lumen output to assist in product selection for increased fixture mounting height.

The CP10 delivered emergency illumination outperforms legacy 1400 lumen fluorescent emergency ballast.

Please contact us at <u>techsupport@iotaengineering.com</u> for any Emergency Battery related questions.

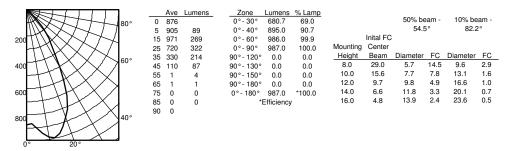


LDN6

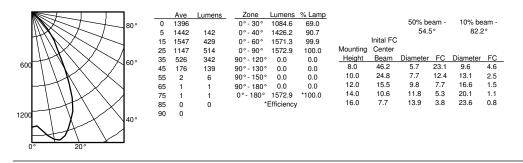
PHOTOMETRY

Distribution Curve	Distribution Data	Output Data	Illuminance Data at 30" Above Floor for
			a Single Luminaire

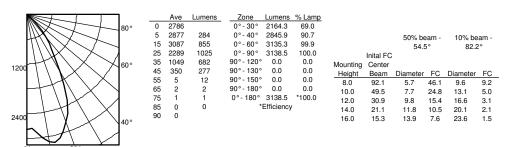
LDN6 35/10 LOGAR, input watts: 10.44, delivered lumens: 987.10, LM/W = 94.54, spacing criterion at 0 = 1.02, test no. ISF 30716P262.



LDN6 35/15 LO6AR, input watts: 17.52, delivered lumens: 1572.9, LM/W = 89.77, spacing criterion at 0= 1.02, test no. ISF 30716P265.



LDN6 35/30 LO6AR, input watts: 34.75, delivered lumens: 3138.5, LM/W = 90.31, spacing criterion at 0= 1.02, test no. ISF 30716P274.



HOW TO ESTIMATE DELIVERED LUMENS IN EMERGENCY MODE	LUME
Use the formula below to estimate the delivered lumens	
in emergency mode	Specu
Delivered Lumens = 1.25 x P x LPW	Semi-
P = Ouput power of emergency driver. P = 10W for PS1055CP	Matte
LPW = Lumen per watt rating of the luminaire. This information is available	Painte
on the API luminaire spec cheat	

on the ABL II	uminaire	spec sheet.
---------------	----------	-------------

The LPW rating is also available at Designlight Consortium.

Notes

Tested in accordance with IESNA LM-79-08.

• Tested to current IES and NEMA standards under stabilized laboratory conditions.

CRI: 80 typical.



IMEN OUTPUT MULTIPLIERS - FINISH					LUMEN OUTPUT M	ULTIPLIERS - CRI
	Clear (AR)	White (WR)	Black (BR)		80	1.0
ecular (LS)	1.0	N/A	N/A		90	0.874
mi-specular (LSS)	0.950	N/A	N/A			
atte diffuse (LD)	0.85	N/A	N/A			
inted	N/A	0.87	0.73			

4000K

1.025

5000K

1.101

LUMEN OUTPUT MULTIPLIERS - CCT

3000K

0.966

3500K

1.000

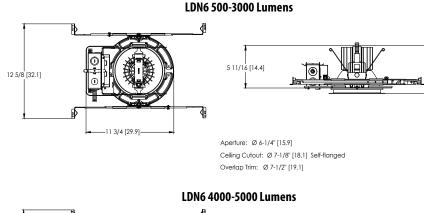
2700K

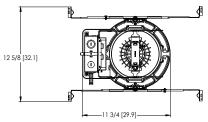
0.950

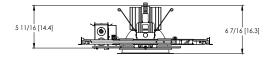
80CRI

80	1.0
90	0.874

DOWNLIGHTING:	One Lithonia Way Conyers, GA 30012	Phone: 800-705-SERV (7378)	www.lithonia.com

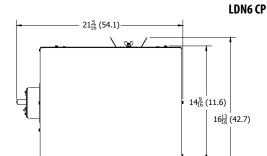


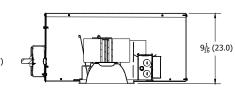




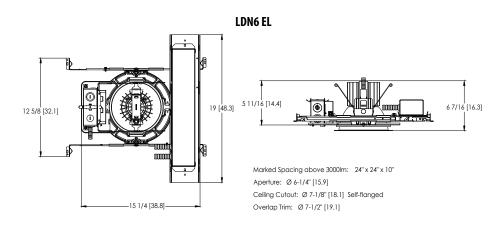
6 7/16 [16.3]

Marked Spacing: 24" x 24" x 10" Aperture: Ø 6-1/4" [15.9] Ceiling Cutout: Ø 7-1/8" [18.1] Self-flanged Overlap Trim: Ø 7-1/2" [19.1]





Aperture: 6-1/4 (15.9) Ceiling Opening: 7-1/8 (18.1) Overlap Trim: 7-1/2 (19.1)





ADDITIONAL DATA



The Sensor Switch JOT enabled solution offers a wireless, app-free approach to single room lighting control. JOT enabled products use Bluetooth® Low Energy (BLE) technology to enable wireless dimming and switching.

Diagram

LDN6 Series







Sensor Switch WSXA JOT

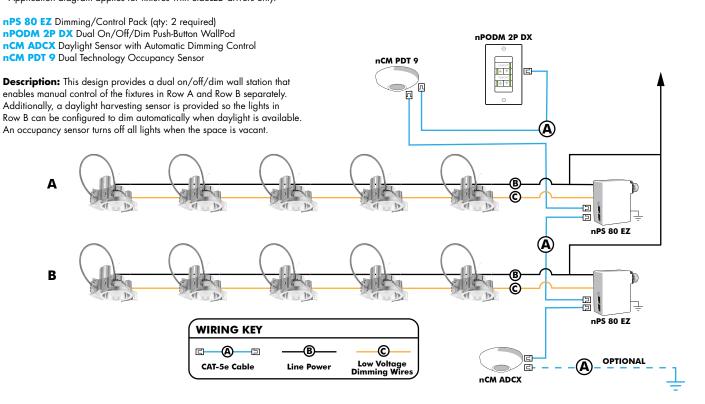
- **1. Power:** Install JOT enabled fixtures and controls as instructed.
- **2. Pair:** Insert the pairing tool into the pinhole on the wall switch; press and hold any button for 6 seconds.
- **3. Play:** Once paired, each fixture will individually dim down to 10% brightness. All products will be fully functional.

CO	MPATIBLE 0-10V WALL-MOUNT DIMMERS	
MANUFACTURER	PART NO.	POWER BOOSTER AVAILABLE
	Diva® DVTV	
Luture	Diva® DVSCTV	
Lutron®	Nova T® NTFTV]
	Nova® NFTV	1
	AWSMT-7DW	CN100
	AWSMG-7DW	PE300
Leviton [®]	AMRMG-7DW	
	Leviton Centura Fluorescent Control System]
	IllumaTech® IP7 Series]
	ISD BC	
Synergy [®]	SLD LPCS	RDMFC
	Digital Equinox (DEQ BC)]
Douglas Lighting Controls	WPC-5721	
	Tap Glide TG600FAM120 (120V)	
Entertainment Technology	Tap Glide Heatsink TGH1500FAM120 (120V)	
	Oasis 0A2000FAMU	
Honeywell	EL7315A1019	EL7305A1010
noneywell	EL7315A1009	(optional)
	Preset slide: PS-010-IV and PS-010-WH	
	Preset slide: PS-010-3W-IV and PS-010-3W-WH	
HUNT Dimming	Preset slide, controls FD-010: PS-IFC-010-IV and PS-IFC- 010-WH-120/277V	
	Preset slide, controls FD-010: PS-IFC-010-3W-IV and PS-IFC-010-3W-WH-120/277V	
	Remote mounted unit: FD-010	
Lehigh Electronic Products	Solitaire	РВХ
PDM Electrical Products	WPC-5721	
Starfield Controls	TR61 with DALI interface port	RT03 DALInet Router
WattStopper®	LS-4 used with LCD-101 and LCD-103	



EXAMPLE

Group Fixture Control* *Application diagram applies for fixtures with eldoLED drivers only.



Choose Wall Controls

nLight offers multiple styles of wall controls - each with varying features and user experience.



Push-Button Wallpod Traditional tactile buttons and LED user feedback



Graphic Wallpod Full color touch screen provides a sophisticated look and feel

nLight [®] Wired Controls Accessories:							
Order as separate catalo	Order as separate catalog number. Visit www.acuitybrands.com/products/controls/nlight for complete listing of nLight controls.						
WallPod Stations	Model number	Occupancy sensors	Model Number				
On/Off	nPODM (Color)	Small motion 360°, ceiling (PIR/dual Tech)	nCM 9 / nCM PDT 9				
On/Off & Raise/Lower	nPOD DX (Color)	Large motion 360°, ceiling (PIR/dual tech)	nCM 10 / nCM PDT 10				
Graphic Touchscreen	nPOD GFX (Color)	Wide View (PIR/dual tech)	nWV 16 / nWV PDT 16				
Photocell controls	Model Number	Wall Switch w/ Raise/Lower (PIR/dual tech)	nWSX LV DX / nWSX PDT LV DX				
Dimming	nCM ADCX	Cat-5 cables (plenum rated)	Model Number				
	10', CATS 10FT CATS 10FT J1						
		15, CAT5 15FT	CATS 15FT J1				



nLight® AIR Control Accessories: Order as separate catalog number. Visit www.acuitybrands.com/products/controls/nlightair.							
Wall switches	Model number						
On/Off single pole	rPODB [color]						
On/Off two pole	rPODB 2P [color]						
On/Off & raise/lower single pole	rPODB DX [color]						
On/Off & raise/lower two pole	rPODB 2P DX [color]						
On/Off & raise/lower single pole	rPODBZ DX WH ¹						

Notes

1 Can only be ordered with the RES7Z zone control sensor version.

nLight AIR

nLight AIR is the ideal solution for retrofit or new construction spaces where adding communication is cost prohibitive. The integrated nLight AIR rPP20 Power Pack is part of each Lithonia LDN Luminaire. These individually addressable controls offer the ultimate in flexibility during initial setup and for space repurposing.



Simple as 1,2,3

- 1. Install the nLight® AIR fixtures with embedded smart sensor
- 2. Install the wireless battery-powered wall switch
- With CLAIRITY app, pair the fixtures with the wall switch and if desired, customize the sensor settings for the desired outcome



nLight AIR rPODB 2P DX

Mobile Device

UL924 Sequence of Operation

The below information applies to all nLight AIR devices with an EM option.

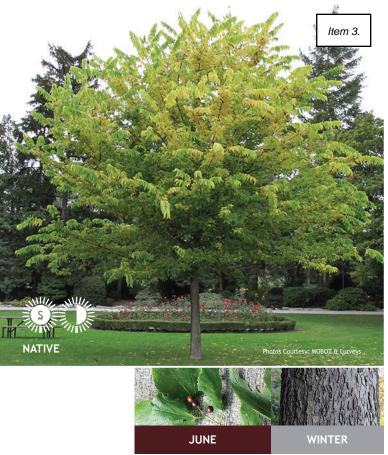
normal power sensing device to receive NPS broadcasts.

EM devices will remain at their high-end trim and ignore wireless lighting control commands, unless a normal-power-sensed (NPS) broadcast is received at least every 8 seconds. Using the CL**AIR**ITY+ mobile app, EM devices must be associated with a group that includes a

Only non-emergency rPP20, rLSXR, rSBOR, rSDGR, and nLight AIR luminaires with version 3.4 or later firmware can provide normal power sensing for EM devices. See specification sheets for control devices and luminaires for more information on options that support normal power sensing.





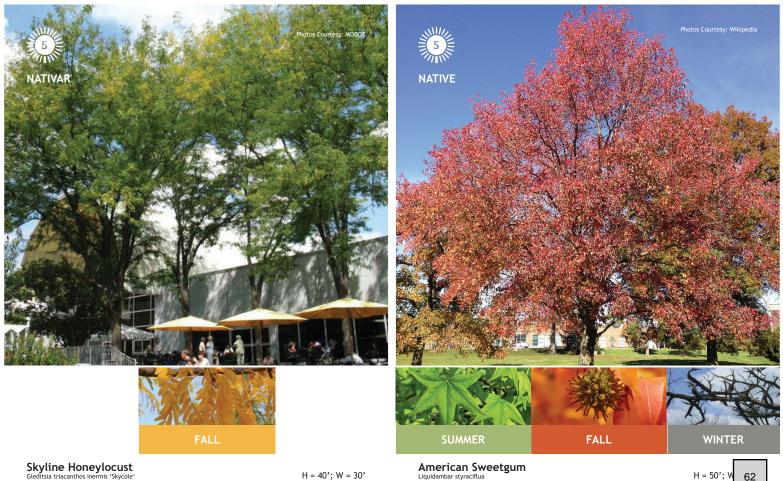


Autumn Brilliance Serviceberry Amelanchier x grandiflora 'Autumn Brilliance'

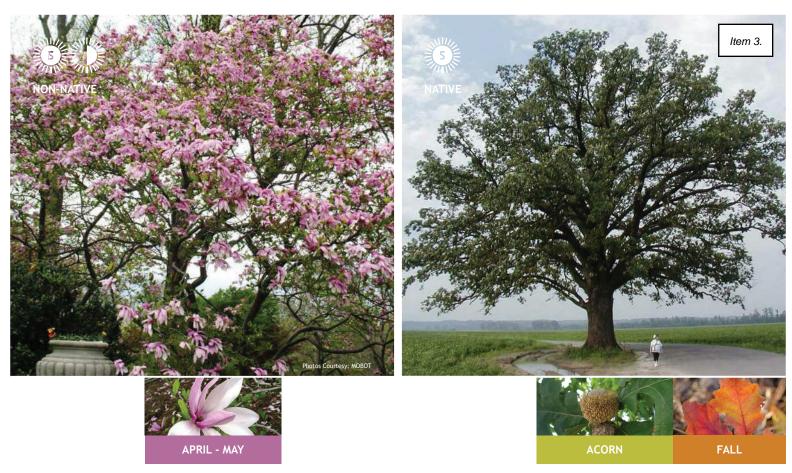
H = 20'; W = 15'

Common Hackberry Celtis occidentalis

H = 50'; W = 50'



H = 50'; W 62



Betty Magnolia Magnolia "Betty'

H = 15'; W = 12'

Bur Oak Quercus macrocarpa

H = 60'; W = 60'





1 - A

EVERGREEN



Ivory Silk Japanese Tree Lilac Syringa reticulata 'Ivory Silk'

H = 25'; W = 20'

Green Mountain Boxwood Buxus 'Green Mountain'



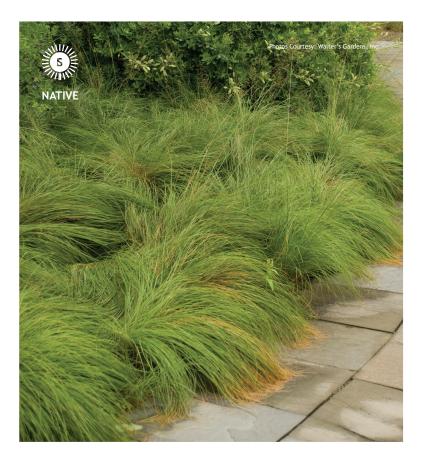


Karl Foerster Reed Grass Calamagrostis 'Karl Foerster'

H = 48"; W = 36"

Northwind Switch Grass Panicum virgatum 'Northwind'

H = 60"; W = 24"





Iriquois Beauty Chokeberry Aronia melanocarpa 'Morton'

SUMMER

H = 36" × W = 36"



Little Quick Fire Hydrangea Hydrangea paniculata 'SMHPLQF'

 $H = 4' \times W = 4'$



Double Pink Knockout Rose Rosa 'Double Pink'

H = 24" × W = 60"



WIII/



Ruby Sentinel Daylily Hemerocallis 'Ruby Sentinel'

H = 30" × W = 24"



MAY - SEPTEMBER

Double Pink Knockout Rose Bosa 'Double Pink'

H = 48" × W = 48"





9 t's Blue Periwinkle

Letter of Transmitta

Item 3.



to:	City of Whitewater
	Architectural Review Board

						Attn:	Llana Dostie		
						03/11/2024			
						Project No.:	20118A		
						Project:	Irvin L Young Men	norial Library Addition and	
							Renovations		
WE ARE SEN	DING YOU	: X	HEREWITH	VIA:	Х	EMAIL		FAX NO.	
			DELIVERED	BY HAND		GROUND - UPS		MESSENGER	
			UNDER SEPA	ARATE COVER		CERTIFIED NO.			
THE FOLLOW	ING ITEM	S: X	DRAWINGS			SHOP DRAWINGS	6	COPY OF LETTER	
			SPECIFICATI	ONS	X	DATA SHEETS		COMPUTER DISCS	
			ADDENDA			SAMPLES		PAY REQUEST	
COPIES	DATE	PGS	SECTION	DESCRIPTION					
1	3/11/24	13	Drawings	Architectural Review Board Submission Sheets					
				Including Civil, Landscape, Architectural, and Electrical sheets					
1	3/11/24	5	Data	Landscape P	lanting	Cut Sheets			

1	3/11/24	5	Data	Landscape Planting Cut Sheets
1	3/11/24	20	Data	Electrical Fixture Cut Sheets

THESE ITEMS ARE TRANSMITTED AS INDICATED BELOW:

	FOR YOUR USE	ACCEPTED	RETURN	PRINTS/SETS
	AS REQUESTED	ACCEPTED AS NOTED	RESUBMIT	PRINTS/SETS
Х	FOR REVIEW AND COMMENT	NOT ACCEPTED	FOR BIDS DUE:	
	FOR APPROVAL	REVISE AND RESUBMIT	RETURN BY:	
	FOR PROCESSING	RETURNED AFTER LOAN TO US		

REMARKS: See attached City of Whitewater Architectural Review Board Submittal from Studio GC on behalf of the Irvin L Young Library for the upcoming construction project. This submission is being sent on March 11, 2024 for use for the April 8, 2024 Review Board Meeting and comments.

COPY TO: File

IF ENCLOSURES ARE NOT AS INDICATED, PLEASE NOTIFY US AT ONCE.

SIGNED:

Marina Urbina

Marisa Urbina, Assoc. AIA

Sender Name

Print

Plan Review Application Form - Submission #832

Date Submitted: 3/11/2024

City of Whitewater

312 W. Whitewater Street P.O. Box 178 Whitewater, WI 53190 262-470-0540 www.whitewater-wi.gov

NOTICE

The Plan Commission meetings are scheduled at 6:00 p.m. 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.

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.

One (1) 11x17 copies and 1 Electronic Copy (include color where possible). If a full size plan is needed we will request same. All plans should be drawn to scale; 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 plans is not submitted, the applicant should provide a written explanation of why it is not submitted.

IDENTIFICATION AND INFORMATION ON APPLICATION

Applicant's First Name*	Applicant's Last Name*
Marisa	Urbina

Applicant's Address*

223 w Jackson blvd, Suite 1200			
City*	State*	Zip Code*	
Chicago	Illinois	60606	1

Application for Plan Review

Phone Number*

3122533416

Email Address*

m.urbina@studiogc.com

Owner of site, according to current property tax records (as of the date of the application):

Street Address of property:*

431 W Center St, Whitewater, WI 53190

Legal Description (Name of subdivision, block and Lot or other Legal Description):*

Lot 11, lot 12, part of lot 13, part of lot 14 of block 15 of the original plat of the village (now city) of Whitewater and lots 17 and 18 of O'Connors subdivision of part of lots 11 and 12 of block 15 of the original plat of the village (now city) of Whitewater, all located in the southwest 1/4 of section 4, town 4 north, range 15 east, city of Whitewater, Walworth county, Wisconsin.

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

First Name	Last Name	
Marisa	Urbina	
		//

Name of Firm:

Studio GC Architect	ure and Interiors
---------------------	-------------------

Firm Address

223 w Jackson blvd, Suite 1200

City	State	Zip Code
Chicago	Illinois	60606
	1	

Phone Number	Fax Number	ltem	3.
3122533416			

Email Address

m.urbina@studiogc.com

Name of Contractor:

Marisa Urbina

-Has either the applicant or 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:

Public/Semi-Public Use (Library)

Accessory or Secondary Uses:

Proposed Use

Public/Semi-Public Use (Library)

No. of occupants proposed to be accomodated:	No. of employees:

Zoning District in which property is located:

Section of City Zoning Ordinance that identifies the proposed land use in the Zoning District in which property is located:

19.18

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 and structures on adjoining property within 15 feet of the property lines. In the case of demolitions, 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

A. The proposed structure, addition, alteration or use will meet the minimum standards of this title for the district in which it is located. Applicant's explanation: *

The proposed addition to the Irvin L Young Library will maintain the standards of this title for the District as it maintains the existing library function as a conditional public/semi-public use permitted within the R-2 zoning district.

B. The proposed development will be consistent with the adopted city master plan. Applicant's explanation:*

The proposed addition to the Irvin L Young Library will be consistent with the adopted city master plan for the City as it retains the original use of a library in this same location of existing conditions, maintaining the existing and future land-use as projected within the master plan. Furthermore, this landmark institutional public library use has been in same location of the R-2 district since its construction in 1990 and the continued location will enhance the neighborhood by facilitating interaction and providing community services for the growing population of Whitewater, aligned with Master Plan objectives.

C. The proposed development will be compatible with and preserve the important natural features of the site. Applicant's explanation:*

The proposed addition to the Irvin L Young Library and proposed site development balances the need of the addition to meet community needs with the preservation of existing natural site features. Those natural features that are able to be preserved will be protected on site. Those which are required to be removed due to building construction are being replaced with an enhanced natural landscaping environment, which is compatible with the neighborhood, provides outdoor programming, and increases site landscaping.

D. The proposed use will not create a nuisance for neighboring uses, or unduly reduce the values of an adjoining property. Applicant's explanation:*

Item 3.

The proposed addition to the Irvin L Young Library will not create a nuisance for neighboring residences and uses as it retains the original use of a library in this same location, with which the neighboring residences are familiar. While the building footprint is increasing, the addition is sympathetic, related, and responsive to the existing library and neighborhood. This will be accomplished by keeping within the size, scale, and material feel of the existing library and neighborhood. The community and neighborhood will benefit from the expanded community services provided at the new library addition and renovated library area. Furthermore, by expanding the library at its existing location, the adjoining properties avoid having their property values adversely affected if the library were to relocate their facility to another site.

E. The proposed development will not create traffic circulation or parking problems. Applicant's explanation:*

The proposed addition to the Irvin L Young Library will not create traffic circulation or parking problems, but it will instead improve existing site circulation challenges by increasing on-site parking capacity, modifying existing parking aisles to allow for two-way traffic, adding a delineated drop off lane for patrons/deliveries, and maintaining two site entrances/exits.

F. The mass, volume, architectural features, materials and/or setbacks of proposed structures, additions, or alterations will appear to be compatible with existing buildings in the immediate area. The Applicant's explanation:*

The proposed addition to the Irvin L Young library will appear compatible with the existing buildings in the immediate area as the addition is created with exterior materials to match the current existing library use. Materials to match existing include the metal fascia, cast stone, and brick. The materiality is related and responsive to the existing library and neighborhood. Furthermore, the mass and volume of the library addition meets the building code and zoning requirements, while also being sympathetic to the neighborhood and existing library with the height not exceeding that of the existing library structure and setbacks meeting the requirements of the zoning district.

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. Applicant's explanation:*

Not Applicable

H. The proposed structure, addition, or alteration will not substantially reduce the availability of sunlight or solar access on adjoining properties. Applicant's explanation:*

The proposed addition to the Irvin L Young library is at the southeast corner of W Center Street and S Church Street. Any shadows cast from the addition will not impact the closest adjacent properties, which are across W Center Street and S Church Street.

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

Applicant's Signature*	Date
Marisa Urbina	3/11/2024

Plot Plan Upload	Plan Upload	File Upload	Item 3.
24.pdf	24.pdf	24.pdf	
File Upload	File Upload	File Upload	
24.pdf	24.pdf	Choose File No file chosen	

APPLICATION FEES:

Fee for Plan Review Application: \$100

Date Application Fee Received by City	Receipt No.

Received by:



TO BE COMPLETED BY CODE ENFORCEMENT/ZONING OFFICE:

Date of notice sent to owners of record of opposite & abutting properties:	Date set for public review before Plan & Architectural Review Board:

ACTION TAKEN

Plan Review	Granted	Not Granted by Plan & Architectural Review Comission.
//	//	

CONDITIONS PLACED UPON PERMIT BY PLAN AND ARCHITECTURAL REVIEW COMMISSION;

Signature of Plan Commission Chairman	Date	
	mm/dd/yyyy	

Tips for Minimizing Development Review Costs-A Guide for Applicants

The City of Whitewater assigns its consultant cost 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 application. The tips included in this guide will almost always result in a less costly and quicker review of an application.

MEET WITH NEIGHBORHOOD 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 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 must 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 quiet familiar with standard developmental 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 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 requirements. Therefore, such plans must be prepared with care. Regardless of the complexity, all site, building and floor plans should::

1. Be drawn to be 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 conditions 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 YORU APPLICATION WELL IN ADVANCE OF THE PLAN AND ARCHITECTURAL REVIEW COMMISSION MEETING

The city normally requires that a complete application be submitted four (4) 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 (2) 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 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 response to such questions or requests in a timely manner.

FOR MORE COMPLEX PROJECTS, SUBMIT YOUR PROJECT 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 it's 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 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 other's perspectives on your proposal, 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. Cost 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 begin requested and 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 permitted 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-\$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-\$2,000

When land use also requires a conditional use permit-\$1,600-\$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

- Standard (not PCD) zoning district-\$400-\$2,000
- Planned Community Development zoning district, assuming complete GDP & SIP application submitted at same time-\$2,100-\$12,000

-Land Division

- Land Survey map-up to \$300
- Subdivision Plat-\$1,500-\$3,000
- Plat (does not include any development agreement time) -\$50-\$1,500

-Annexation

Typically between \$200-\$400

Note on Potential Additional Review Costs:

The city also retains a separate engineering consultant, who is typically involved in larger projects requiring storm water 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 application. 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, my 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 Infomation

First Name*	Last Name*
Marisa	Urbina
	1

Address*

223 w Jackson blvd, Suite 1200			
City*	State*	Zip Code*	
Chicago	Illinois	60606	

Phone Number*

Fax Number

3122533416	

Email Address*

m.urbina@studiogc.com

Name/Description of Development*

Irvin L Young Memorial Library

Address of Development Site*

431 W Center St, Whitewater, WI 53190

Tax key Number(s) of Site

Property Owner Information (if different from applicant):

First Name	Last Name	
Marisa	Urbina	
		11

Address

223 w Jackson blvd			
			//
City	State	Zip Code	
	· · · · ·		

Chicago	Illinois	60606
	1	/

SECTION B: APPLICANT/PROPERTY OWNER COST OBILIGATIONS 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 the 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 cost incurred up until that time.

whitewater-wi.gov/Admin/FormCenter/Submissions/Print/832

A. Application fee	B. Expected planning	C. Total cost expected of	D. 25% of total cost, due a ltem
	consultant review cost	application (A+B)	time of application
	L		

Project likely to incur additional engineering or other consultant review costs?

-- Select One --

The balance of the applicant's costs, not due at the 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 the application, the City shall refund the difference to the applicant.

V

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*	Date
Marisa Urbina	3/11/2024
	11
Signature of Property Owner (if different)	Date
	mm/dd/yyyy

MEMORANDUM

To: City of Whitewater Plan and Architectural Review

Commission

From: Allison Schwark, Zoning

Administrator

Date: April 8, 2024

Re: Certified Survey Map

Summary of Request	
Requested Approvals:	2 Lot Certified Survey Map
Location:	218 Elkhorn Road
Current Land Use:	Hotel and Vacant Lot
Proposed Land Use:	Hotel and Vacant Lot
Current Zoning:	B-1
Proposed Zoning:	B-1
Future Land Use, Comprehensive Plan:	Community Business

CSM Review

The applicant is requesting a lot division by CSM, to divide one lot into two lots. The proposed lot size of lot 1 is 36,351 square feet, and lot 2 is 19,110 square feet.

19.27.040 - Lot area.

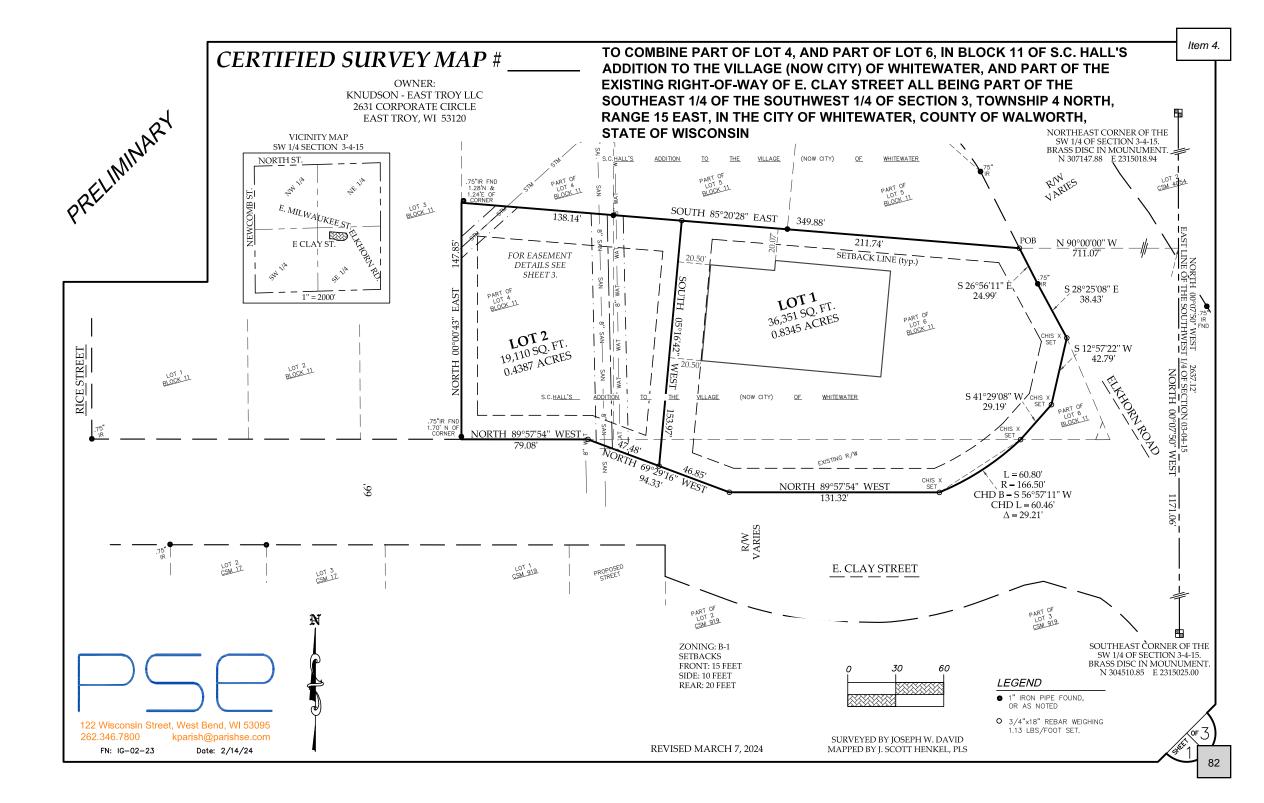
CSM appears to be in full compliance with the following.

19.27.050 - Lot width. **CSM appears to be in full compliance with the following.**

Planner's Recommendations

1) Staff recommends that Plan Commission **APPROVE** the 2 Lot Certified Survey Map as it meets all requirements of the zoning district in which it is located.

81



CERTIFIED SURVEY MAP

TO COMBINE PART OF LOT 4, AND PART OF LOT 6, IN BLOCK 11 OF S.C. HALL'S ADDITION TO THE VILLAGE (NOW CITY) OF WHITEWATER, AND PART OF THE EXISTING RIGHT-OF-WAY OF E. CLAY STREET ALL BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 15 EAST, IN THE CITY OF WHITEWATER, COUNTY OF WALWORTH, STATE OF WISCONSIN

SURVEYOR'S CERTIFICATE

I, J. SCOTT HENKEL, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING LAND AS DIRECTED BY THE KNUDSON – EAST TROY, LLC,:

PART OF LOT 4, AND PART OF LOT 6, IN BLOCK 11 OF S.C. HALLS ADDITION TO THE VILLAGE (NOW CITY) OF WHITEWATER AND PART OF THE EXISTING RIGHT-OF-WAY OF E. CLAY STREET ALL BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 15 EAST, IN THE CITY OF WHITEWATER, COUNTY OF WALWORTH, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 3; THENCE NORTH 00°07'50" WEST, 1171.06 FEET, ALONG THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 90°00'00" WEST, 711.07 FEET, TO A POINT ON THE NORTH LINE OF SAID LOT 6 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 26°56'11" EAST, 24.99 FEET, ALONG THE WEST LINE OF ELKHORN ROAD; THENCE SOUTH 28°25'08" EAST, 38.43 FEET, ALONG SAID WEST LINE; THENCE SOUTH 12°57'22" WEST, 42.79 FEET, ALONG SAID WEST LINE; THENCE SOUTH 41°29'08" WEST, 29.19 FEET, TO A POINT ON THE SOUTH LINE OF SAID LOT 6; THENCE SOUTH 41°29'08" WEST, 29.19 FEET, TO A POINT ON THE SOUTH LINE OF SAID LOT 6; THENCE ALONG THE ARC OF A CURVE BEARING TO THE RIGHT 60.80 FEET, WITH A RADIUS OF 166.50 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 56°57'11" WEST, 60.46 FEET; THENCE NORTH 89°57'54" WEST, 131.32 FEET; THENCE NORTH 89°57'54" WEST, 94.33 FEET, TO THE SOUTH LINE OF SAID LOT 6; THENCE NORTH 89°57'54" WEST, 79.08 FEET, ALONG SAID SOUTH LINE; THENCE NORTH 89°57'54" WEST, 79.08 FEET, ALONG SAID SOUTH LINE; THENCE NORTH 89°57'54" WEST, 79.08 FEET, ALONG THE WEST LINE OF SAID LOT 4; THENCE NORTH 89°57'54" EAST, 147.85 FEET, ALONG THE WEST LINE OF SAID LOT 4; THENCE SOUTH 85°20'28" EAST, 349.88 FEET, ALONG THE NORTH LINE OF SAID LOT 6 AND THE WESTERLY EXTENSION THEREOF, TO THE POINT OF BEGINNING.

CONTAINING 55,461 SQUARE FEET // 1.2732 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT THE MAP PREPARED IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES AS SHOWN AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES, AND THE CITY OF WHITEWATER LAND DIVISION ORDINANCE.

J. SCOTT HENKEL, PLS 2495

CORPORATE OWNER'S CERTIFICATE

AS OWNER, **KNUDSON – EAST TROY LLC**, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY THE VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN CERTIFIES THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, COMBINED, AND MAPPED AS REPRESENTED HEREON.

KNUDSON – EAST TROY LLC, DOES FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS MAPPED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE REQUIREMENTS AND ORDINANCES OF THE CITY OF WHITEWATER.

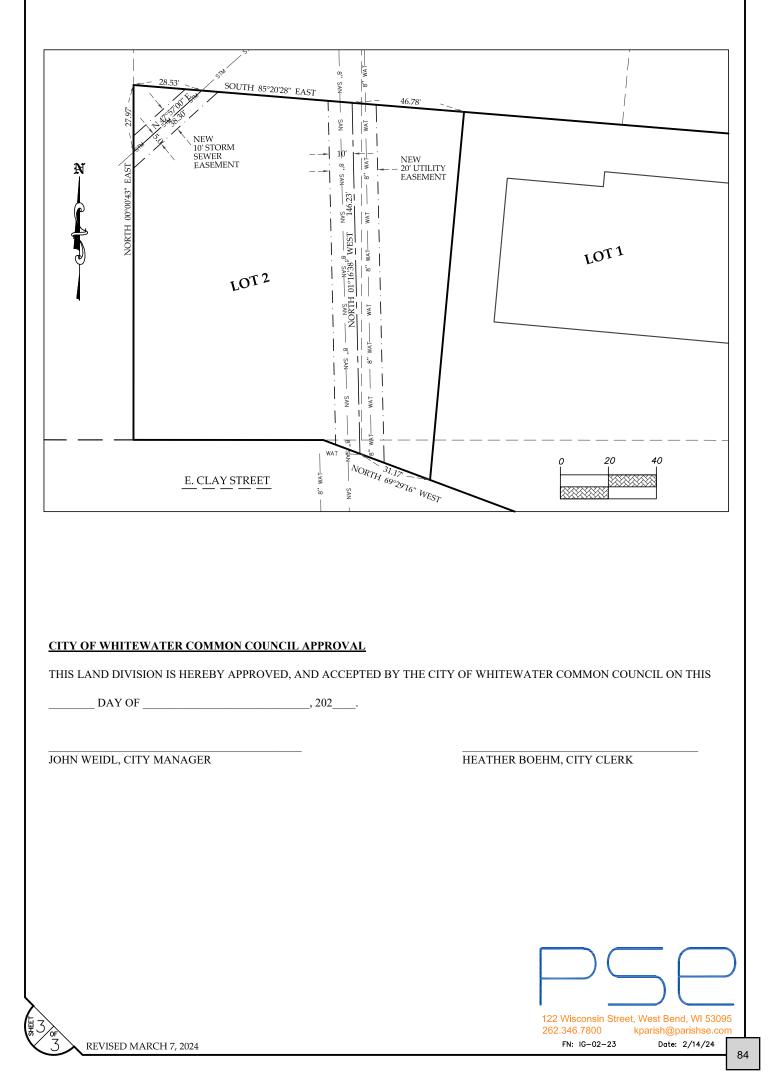
MARK KNUDSON, AGENT
STATE OF WISCONSIN
______COUNTY
PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 202___, _____,
OF KNUDSON - EAST TROY LLC, THE _____ OF SAID CORPORATION AND THE PERSON
WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED SAME.
NOTARY PUBLIC, STATE OF WISCONSIN MY COMMISSION EXPIRES_______
NOTARY PUBLIC, STATE OF WISCONSIN MY COMMISSION EXPIRES_______
122 Wisconsin Street, West Bend, WI 53095
262.346.7800 kparishes.com

Date: 2/14/24

FN: IG-02-23

CERTIFIED SURVEY MAP # ____

TO COMBINE PART OF LOT 4, AND PART OF LOT 6, IN BLOCK 11 OF S.C. HALL'S ADDITION TO THE VILLAGE (NOW CITY) OF WHITEWATER, AND PART OF THE EXISTING RIGHT-OF-WAY OF E. CLAY STREET ALL BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 15 EAST, IN THE CITY OF WHITEWATER, COUNTY OF WALWORTH, STATE OF WISCONSIN



Print

Application for Land Division - Submission #803

Date Submitted: 2/26/2024

City of Whitewater

Application for Land Division 312 W Whitewater Street P.O. Box 178 Whitewater WI 53190 (262) 473-0540

Applicant and subject property information

In order for applications to be processed all information, drawings, application signatures and fees required shall be submitted at the time of application (please complete all items - attach additional pages as necessary, put N/A if not applicable).

Notice

The Plan Commission meetings are scheduled at 6:00 p.m. on the 2nd Monday of the month. All complete application materials must be submitted to the City by 4:00 p.m. four weeks prior to the meeting.

-Please check the appropriate box below for the type of application being submitted: Annexation Amended plat Preliminary plat Certified Survey Concept plan Zoning Re-plat -Vacating Final plat, which also must Jurisdiction include: Plat Oity limits Storm water management Easement Extra-territorial jurisdiction plan Building line Developer's agreement Total acres* County* 1.2732 Walworth Current zoning* **Proposed zoning*** B-1 B-1

Tax parcel number(s) and acreage

/HAS 0067	1.2732	
		//

Location of property (including legal description):*

PART OF LOT 4, AND PART OF LOT 6, IN BLOCK 11 OF S.C. HALLS ADDITION TO THE VILLAGE (NOW CITY) OF WHITEWATER AND PART OF THE EXISTING RIGHT-OF-WAY OF E. CLAY STREET ALL BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 15 EAST, IN THE CITY OF WHITEWATER, COUNTY OF WALWORTH, STATE OF WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 3: THENCE NORTH 00°07'50" WEST. 1171.06 FEET. ALONG THE EAST LINE OF SAID SOUTHWEST 1/4: THENCE NORTH 90°00'00" WEST, 711.07 FEET, TO A POINT ON THE NORTH LINE OF SAID LOT 6 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 26°56'11" EAST. 24.99 FEET. ALONG THE WEST LINE OF ELKHORN ROAD: THENCE SOUTH 28°25'08" EAST, 38.43 FEET, ALONG SAID WEST LINE; THENCE SOUTH 12°57'22" WEST, 42.79 FEET, ALONG SAID WEST LINE; THENCE SOUTH 41°29'08" WEST, 29.19 FEET, TO A POINT ON THE SOUTH LINE OF SAID LOT 6; THENCE ALONG THE ARC OF A CURVE BEARING TO THE RIGHT 60.80 FEET, WITH A RADIUS OF 166.50 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 56°57'11" WEST, 60.46 FEET; THENCE NORTH 89°57'54" WEST, 131.32 FEET; THENCE NORTH 69°29'16" WEST, 94.33 FEET, TO THE SOUTH LINE OF SAID LOT 6; THENCE NORTH 89°57'54" WEST, 79.08 FEET, ALONG SAID SOUTH LINE; THENCE NORTH 00°00'43" EAST, 147.85 FEET, ALONG THE WEST LINE OF SAID LOT 4; THENCE SOUTH 85°20'28" EAST, 349.88 FEET, ALONG THE NORTH LINE OF SAID LOT 6 AND THE WESTERLY EXTENSION THEREOF, TO THE POINT OF BEGINNING.

218 ELKHORN ROAD, WHITEWATER

Applicant's signature

I hereby Certify that the information supplied with this application is true and correct, and that the paper and electronic copies of the materials submitted are consistent with each other, to the best of my knowledge. In addition I have been given the Authority to sign on behalf of the other all parties involved in this Land Division Application.

Owner	PLS OF PROPOSED CSM
Developer	
Other	
Signature*	
J. SCOTT HENKEL	
Phone Number*	Fax Number*
000 040 7000	

262-346-7800	N/A

Email Address*

shenkel@parishse.com	

Date

2/26/14

Property Owner Information

Please complete information-attach additional pages as necessary-put N/A if not applicable.

First Name

Last Name

N/A	KNUDSON - EAST TROY LLC

Address

2631 CORPORATE CIR		

City	State	Zip Code	
EAST TROY	WI	53120	
			//

Phone Number

Fax Number

775-848-3664	N/A

Email Address

ezcnc96@gmail.com	

If ownership is other than sole or community property, please name the partners, principals, beneficiaries, etc. respectively:

Name

MARK	KNUDSON
------	---------

Position

AGENT

Item 4.

Address

2631 CORPORATE CIR., EAST TROY, WI 53120	

Name

N/A

Position

N/A

Address

N/A

Name

N/A

Position

N/A

Address

N/A

Owner's agent/attorney (main contact person responsible for application)

-Role*

Attorney

Realtor

Other

If "Other," please specify.

PROJECT ENGINEER

Name*

Email Address*

Name	Linai Address
KEVIN PARISH	kparish@parishse.com

Item 4.

Address*

			Item 4.
122 WISCONSIN STREET			
			//
City	State	Zip Code	
WEST BEND	WI	53095	
			//
Phone Number*	Fax Numbor*		

Phone	Number*
-------	---------

Fax Number

262-365-7800	N/A
<i>Ii</i>	//

Developer

Name	Email Address
N/A	N/A

Address

N/A			
			//

City	State	Zip Code
N/A	N/A	N/A
		/

Phone Number

Fax Number

N/A	N/A

Developer's engineer

Name	Email Address
N/A	

Address

89

City	State	Zip Code	Item 4.
			//

Phone Number	Fax Number	

Property description - complete either A or B.

A. Recorded subdivision information

Subdivision

S,C, HALLS ADDITION TO THE VILLA	GE (NOW CITY) OF WH	ITEWATER	
Lot	Block	Acres	/
PART OF LOT 4, PART OF LOT 6	11	1.27	

County of record

Document number

WALWORTH	C003S0	029
	/	

Volume number (if applicable)	Page number (if applicable)	
3	29	
		//

B. Property Description Information: (attach a metes and bounds description with a sketch, signed and sealed by a Registered Professional Land Surveyor)

Property address	Survey name
218 ELKHORN ROAD	N/A

Acres

Abstract number

1.27	N/A
	/

Deed(s) which conveyed the property to the present owner:

Document number	Acres	Item 4.
1039273	N/A	
		11
		//

Volume number

Page	number
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N/A	N/A

Metes and bounds description

IG-02 CSM Whitewater.pdf

Cost recovery certificate & agreement

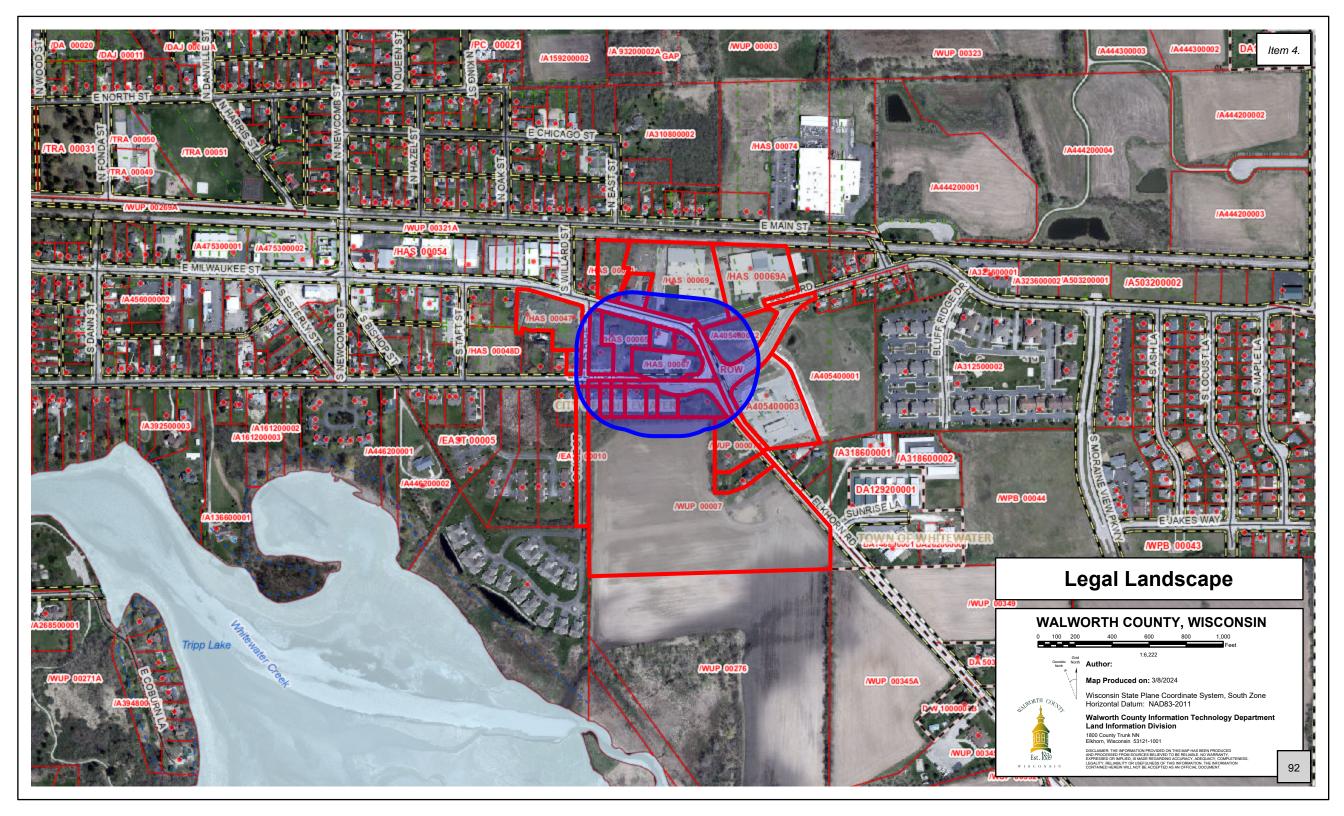
The city may retain the services of professional consultants (including planners, engineers, architects, attorneys, environmental specialists, and recreation specialists) to assist in the city's review of an application for development review coming before the Plan and Architectural Review Commission, 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.

Signature of applicant/petitioner*	Signature of property owner (if different)
SCOTT HENKEL	X
Printed name of applicant/petitioner*	Printed name of property owner (if different)
SCOTT HENKEL	KNUDSON - EAST TROY LLC

Date of signature*

Date of signature

2/26/2024	2/26/24



JUAN F RODRIGUEZ ANDREA R MENDOZA 903 E CLAY ST WHITEWATER, WI 53190

TG WHITEWATER LLC N2W27318 LYLES DR WAUKESHA, WI 53188-8800

MIDWEST WI LLC 1435 FULTON ST 2ND FLOOR GRAND HAVEN, MI 46417-1700

NGJ INVESTMENTS LLC 917 E MILWAUKEE ST WHITEWATER, WI 53190-9000

953 E MILWAUKEE LLC C/O TERRY AULT N3108 390TH ST MENOMONIE, WI 54751-5100

WHITEWATER MANUFACTURING CO PO BOX 148 WHITEWATER, WI 53190-4800

BECKY S HAHN MICHAEL MASON FAMILY TRUST, et al. N9603 WOODWARD WHITEWATER, WI 53190-9000

KT REAL ESTATE HOLDINGS LLC 1626 OAK ST LACROSSE, WI 54603-0300 JUAN F RODRIGUEZ ANDREA R MENDOZA 903 E CLAY ST WHITEWATER, WI 53191-9100

STRITZEL RENTAL PROPERTIES LLC 416 VENTURA LN WHITEWATER, WI 53190-9000

VILLAGE AT TRIPP LAKE CONDO OWNERS 400 S RICE ST UT 30 WHITEWATER, WI 53190-9000

NGJ INVESTMENTS LLC 917 E MILWAUKEE ST WHITEWATER, WI 53190-9000

KNUDSON - EAST TROY LLC 2631 CORPORATE CIR EAST TROY, WI 53120-2000

MNPL LLC PO BOX 664 WHITEWATER, WI 53190-9000

TIM A GERMUNDSON 340 ELKHORN RD WHITEWATER, WI 53190-9000 JM GREEN RENTALS LLC W7296 US HWY 12 WHITEWATER, WI 53190-9000

STRITZEL RENTAL PROPERTIES LLC 416 VENTURA LN WHITEWATER, WI 53190-9000

MARK F ZINGSHEIM 852-854 E CLAY ST WHITEWATER, WI 53190

JOSE C CANO MARGARITA CANO 115 S 8TH ST DELAVAN, WI 53115

960 E MILWAUKEE LLC 499 W WHITEWATER ST WHITEWATER, WI 53190

SALLY JO KUTZ 920 MILWAUKEE ST WHITEWATER, WI 53190-2900

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

MEMORANDUM

To: City of Whitewater Plan and Architectural Review

Commission

From: Allison Schwark, Zoning

Administrator

Date: April 8, 2024

Re: Site Plan and Architectural Review and Conditional Use Permit Dog Daycare Center

	Summary of Request
Requested Approvals:	Site Plan Review CUP
Location:	/A323600002
Current Land Use:	Vacant Lot
Proposed Land Use:	Dog Daycare Center
Current Zoning:	B-3
Proposed Zoning:	N/A
Future Land Use, Comprehensive Plan:	Highway Commercial

Site Plan Review

The applicant is requesting a Site Plan Review and Conditional Use Permit for a dog daycare facility. This facility will be utilized on a daily basis, and dogs will not be kept onsite overnight for boarding. The site includes one metal style building, two outdoor fenced areas, and a parking lot for approximately 8 vehicles. The property is currently zoned B-3, highway commercial and light industrial district. This district is established to accommodate no nuisance type industrial commercial uses that are highway oriented or have large land area requirements. To ensure a minimum of disruption to residential neighborhoods, no development within this district shall take direct access to a local residential street, except by conditional use permit. The City of Whitewater Municipal Ordinance does not specify a use requirement specifically for dog daycare facilities however the B-3 district allows the following as a CUP:

"Veterinary clinics, provided that no service including animal boarding is offered outdoors".

19.33.040 - Lot area.

The minimum lot area in the B-3 district is ten thousand square feet. **Site Plan appears to be in full compliance with the following.**

19.33.050 - Lot width. The minimum lot width in the B-3 district is one hundred feet. **Site Plan appears to be in full compliance with the following.**

19.33.060 - Yard requirements.

Minimum required yards for principal buildings, outside storage, and dumpsters in the B-3 district are:

A. Front and street side, fifteen feet (but may be greater if needed to meet fire safety requirements);

B. Interior side, fifteen feet (but may be greater if needed to meet fire safety requirements);C. Rear, twenty feet, except the rear yard setback to any railroad right-of-way shall be fifteen feet under a conditional use (but may be greater if needed to meet fire safety requirements);

D. Shore yard, seventy-five feet. All shoreland shall be in compliance with Chapter 19.46, and in addition may require DNR approval.

E. Any yard abutting a residential district or use, thirty feet or the height of the nearest principal building or structure being developed, whichever is greater. Such yards shall be subject to the landscape buffer yard requirements of Section 19.57.140, except where abutting a railroad right-of-way with the approval of the plan and architectural review commission.

Site Plan appears to be in full compliance with the following, however it is recommended that this use follow landscape buffer yard requirements of Section 19.57.140.

19.33.090 - Plan review.

Plan review in accordance with Chapter 19.63 shall be required for any development in the B-3 district. Building design shall be consistent with the recommendations of the city's comprehensive (master) plan and include materials, colors, styles, and features tailored to the building's site and context. Landscaping shall be consistent with the recommendations of the city's comprehensive (master) plan; appropriate to the site, community and region; and in accordance with accepted professional standards.

Planner's Recommendations

1) Staff recommends that Plan Commission **TABLE** the Site Plan for the following reasons:

- a) Proper building plans and civil plans including utilities, grading plan, and building elevations should be submitted for review.
- b) A proper landscape plan should be submitted for review.
- c) The site plan should show proper dumpster enclosure.
- d) The site plan should show parking space dimensions to be in full compliance with City Ordinance.

- e) Building design plan should show street façade with brick or masonry.
- f) Building design plan should be consistent with neighborhood, and aesthetically match other existing buildings in the area.
- g) It is recommended that the building be reconfigured to have outdoor dog areas on the back side of the building, between the building and the railroad tracks.
- h) It is recommended that a landscape buffer be provided around the outdoor dog areas, for further noise protection.
- i) Applicant shall provide a narrative of operational business hours
- Any further requests stipulated by the PARC.

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Statement of Use

The Royal Hounds of Whitewater will be a dog daycare and boarding facility. We intended to operate with a minimum of two employees on staff during all business hours, one person working reception and one person tending to the care, sanitation, and playing of the dogs. I personally will be onsite for all business hours until we establish a client base and train up staff members. At full capacity we will house 40 dogs, but will be housing much less than that during non-holiday times.

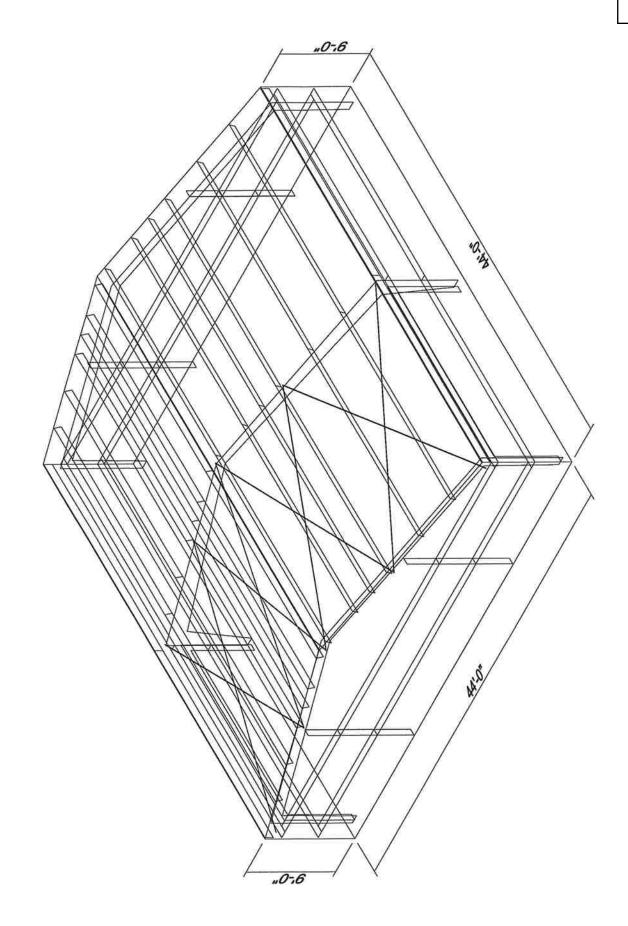
The facility will be a 44' x 44' metal building with a lean-to over the entrance and a brick facade to satisfy the aesthetic requirements of the Whitewater planning committee. The entrance will open to a finished lobby with windows that provide views to the remainder of the facility, a heated open warehouse with indoor play yards and boarding provisions. The structure will be back 62' from the road and have an eight spot parking lot and dumpster on the north side of the lot, utilizing the existing curb-cut on the West side of the lot. On the East side of the lot will be a 22' x 44' fence, 6' high to contain outdoor dog play groups. The fence will abut to buried bricks at the base to thwart any digging attempts. All outdoor areas will have a maintained lawn and any trees as required by the city.

To ensure the well-being of our neighbors, dogs will be encouraged to play nicely and quietly. Problematic dogs will be placed in time out, or denied service if a problem persists. All solid waste will be bagged and disposed of in the garbage. All liquid waste will be cleaned with an enzymatic cleaner that uses microbes to digest foul odors and is safe for the environment, dogs, and people. The indoor structure will be sterilized every day with kennel specific cleaner for safety and cleanliness. The structure is laid out so that a dog needs to pass through at least two doors to leave the facility, keeping the dogs and surrounding areas safe and secure.





ltem 5.

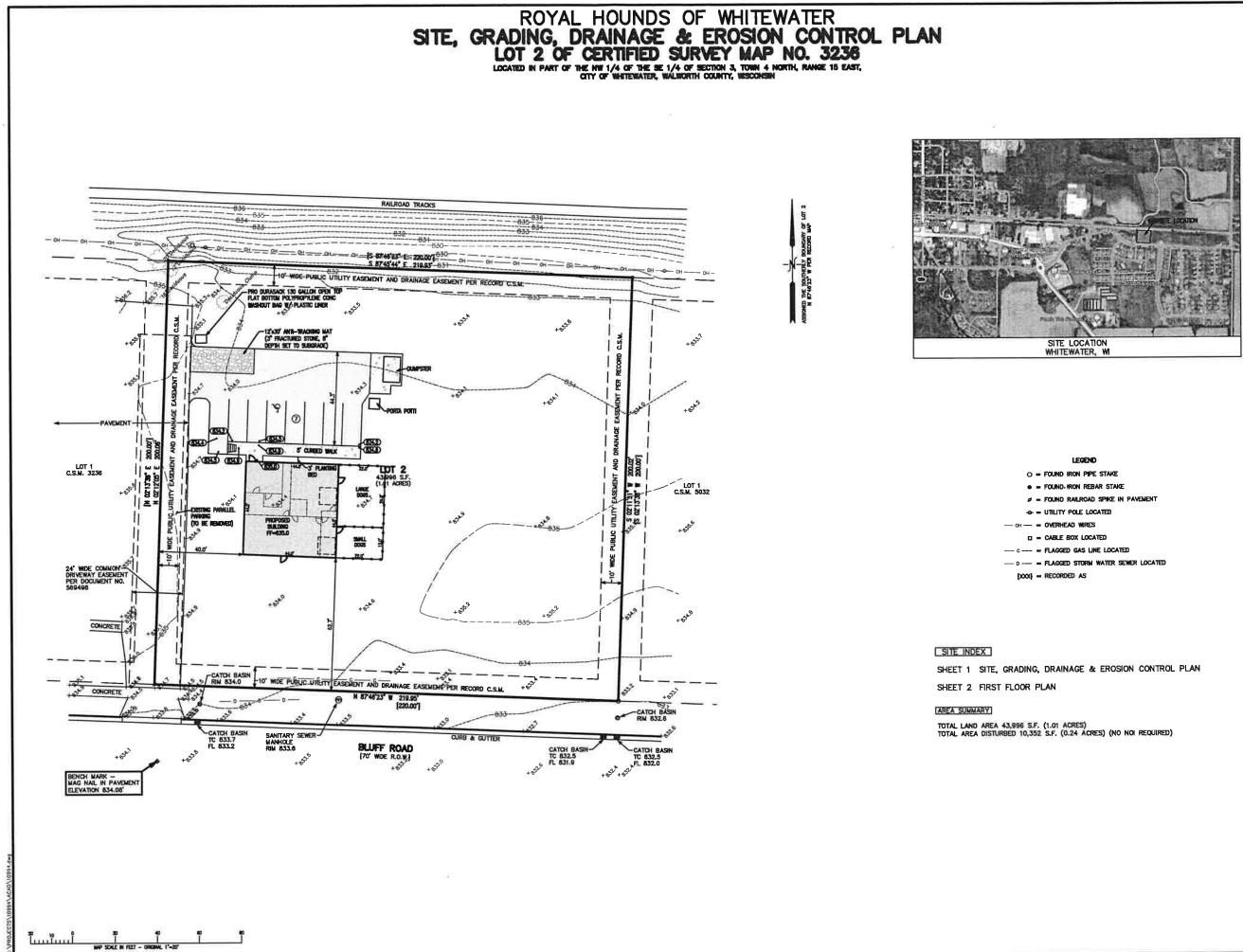


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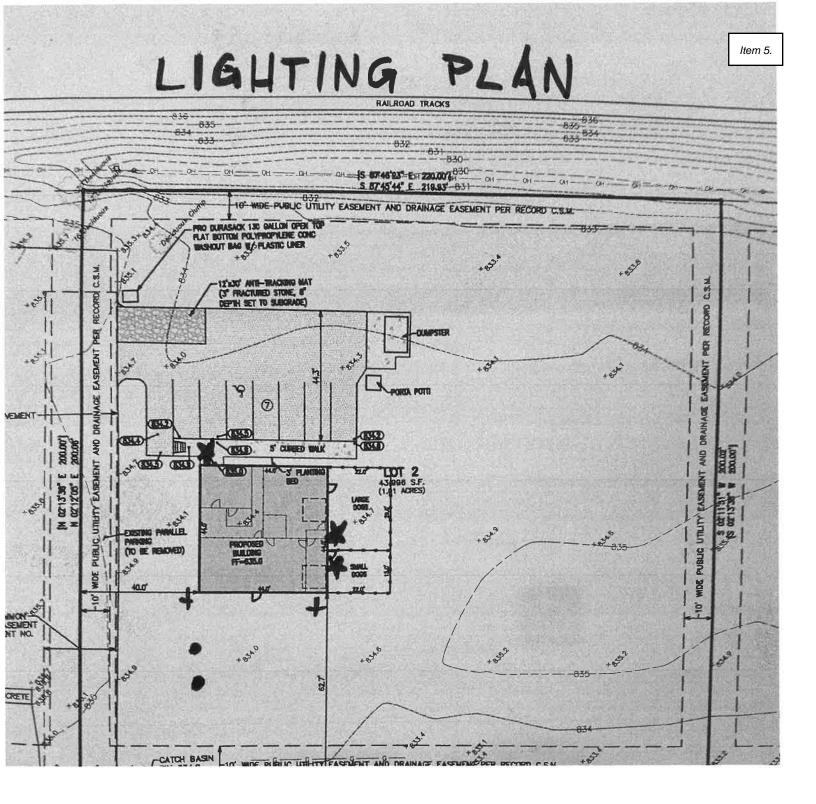


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ltem 5.



Item	5.
SOOECP E. RUFF. ROAD MITEWATER, M	
- WORK ONDERED BY - DAWEL KOSTLE 327 E. CLAY STREET, UNIT 19 WHTEWATER, WI 83190	
FARTER, MANDON & ABOOCATTS, INC. DOGEDTRO - ANOHITCIUK - SUMANNO 7 RIDOWKY COURT P.O. BOX 437 ELAHORN, WISCONSIN 33121 PHONE: (262) 723-2098 a-mail: office@fartiehanee.com	
REVISIONS 3/08/2024 - DHC ADDED BURLING & GRADING	
РЯСЛЕСТ НО. 10994 ВИТЕ 03/05/2024 ВИТЕТ НО. 1 OF 2	01



* Outdoor Fixture on building • Lights on sign + Indirect lights on building 102





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

> <u>www.whitewater-wi.gov</u> (262) 473-0143

CONDITIONAL USE PERMIT APPLICATION

Address of Property: Tax Aurcel A323600002 (WAFF Rd.)
Owner's Name: Daniel Kistle
Applicant's Name: Janel Kistle
Mailing Address: 327 E Clay St. #19
Mailing Address: 327 E Clay St. #19 Phone #: 920-397-6731 Email: daniel Kistle Q gma, 1. com
Legal Description (Name of Subdivision, Block and Lot of other Legal Descriptions):
Royal Hounds of Whitewater
Existing and Proposed Uses:
Current Use of Property: Unused
Zoning District: B-3
Proposed Use: Doy Kennel
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. <u>four weeks</u> 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.

ltem 5.

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.	All waste will be bagged and disposed of in a timely manner. Barking will be discovinged by time-outs or denial of service. Jos will have to pass through multiple doors to exit for the protection of themselves and neighbors Landscoping will be maintained.
B. That utilities, access roads, parking, drainage, landscaping, and other necessary site improvements are being provided.	We will utilize the existing curd-cut on the vest side of the property. Paving will include parking spaces and dumpster area in accordance with our site, Grading, and Diainage plan.
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.	The lot is zoned B-3. Our operations will present no impact to our neighbors. We are prepared to make any required changes to our plan by the city.
D. That the conditional use conforms to the purpose and intent of the city Master Plan.	We will create jobs, service pet-owners in the area, and convert an empty lot into a tex generating business.

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

Applicant's Signature: K:s Printed:

Date: 3-11-24

3

Municipal Services Building | 312 W. Whitewater Street | P.O. Box 178 | Whitewater, WI 53190

1)	Application was filed ar filed on	nd the paid fee at least four Received by:	weeks prior to the Receipt #:	meeting. \$100.00 fee
2)	Application is reviewed	by staff members.		
2)	Class 2 Notice published	d in Official Newspaper on _		×
3)	Notices of the Public He	earing mailed to property o	wners on	
4)		the PUBLIC HEARING on in person or in writing to Ci		Public comment
5)	At the conclusion of the	Public Hearing, the Plan Co	ommission will mak	e a decision.
		ACTION TAK		
Revie [.] C ON I	w Commission	ACTION TAK	By the	
CONI COM	w Commission DITIONS PLACED UPC MISSION:	Not Granted	By the By the	TURAL REVIEW

4

Municipal Services Building | 312 W. Whitewater Street | P.O. Box 178 | Whitewater, WI 53190

<u>Tips for Minimizing Your Development Review Costs: A Guide for</u> <u>Applicants</u>

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

Item 5.

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 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.

	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
Junanity)	
	\$400 to \$2,000
Rezoning	\$400 to \$2,000 \$2,100 to \$12,000
Rezoning To a standard (not PCD) zoning district To Planned Community Development zoning district, assuming complete GDP & SIP application submitted at same time	
Rezoning To a standard (not PCD) zoning district To Planned Community Development zoning district, assuming complete GDP & SIP application submitted at same time	
Rezoning To a standard (not PCD) zoning district To Planned Community Development zoning district, assuming complete GDP & SIP application submitted at same time Land Division	\$2,100 to \$12,000
Rezoning To a standard (not PCD) zoning district To Planned Community Development zoning district, assuming complete GDP & SIP application submitted at same time Land Division Certified Survey Map	\$2,100 to \$12,000 Up to \$300

**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.

⁸

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: Back	ground Information
To be filled out by the	e Applicant/Property Owner
Name of Applicant:	Daniel Ristle
Applicant's Mailing Address:	327 E Clay St. #19
	Whitewater VI 53190
Applicant's Phone Number:	920-397-6731
Applicant's Email Address:	daniel kistle@ gmail. com
Project Information:	
Name/Description of Development:	Royal Hounds of Whitewater
Address of Development Site:	none yet (Bluff Rd)
Tax Key Number(s) of Site:	4323600002
Property Owner Information (if different Name of Property Owner:	t from applicant):

Property Owner's Mailing Address:

9

Municipal Services Building | 312 W. Whitewater Street | P.O. Box 178 | Whitewater, WI 53190

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. 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

Signature of Property Owner (if different)

Printed Name of Applicant/Petitioner

Date of Signature

Printed Name of Property Owner (if different)

Date of Signature

10

Municipal Services Building | 312 W. Whitewater Street | P.O. Box 178 | Whitewater, WI 53190

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

COMMUNITY DEVELOPMENT AUTHORITY PO BOX 688 WHITEWATER, WI 53190

BRENDA K VOLK 1277 E BLUFF RD UT #1 WHITEWATER, WI 53190-9000

SAM STRITZEL 1277 E BLUFF RD UT 4 WHITEWATER, WI 53190-9000

KATHLEEN F DITTNER 1277 E BLUFF RD #7 WHITEWATER, WI 53190-9000

ANGEL VALADEZ MARIA G VALADEZ 2218 W LYNDALE ST CHICAGO, IL 60647

LISA E SCHAAL 1277 E BLUFF RD UT 13 WHITEWATER, WI 53190-9000

MICHAEL B KRAHN 1277 E BLUFF RD #16 WHITEWATER, WI 53190

CITY OF WHITEWATER 312 W WHITEWATER ST WHITEWATER, WI 53190-9000 BLUFF RIDGE APARTMENTS LLC DECKER PROPERTIES INC 250 N SUNNY SLOPE RD STE 290 BROOKFIELD, WI 53005

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

ERIKA MARTIN 1277 E BLUFF RD UT 2 WHITEWATER, WI 53190-9000

DAVID W JONES REBECCA L JONES 1277 E BLUFF RD UT #5 WHITEWATER, WI 53190-9000

ANNETTE C POSH 1277 E BLUFF RD #8 WHITEWATER, WI 53190-9000

DONALD J QUASS GAYLE M QUASS 1277 E BLUFF RD UT 11 WHITEWATER, WI 53190

JESSICA ISLAS 1277 E BLUFF RD UT 14 WHITEWATER, WI 53190-9000

STATE OF WISCONSIN DEPT OF TRANSPC PO BOX 7921 MADISON, WI 53707-2100 ACG DEVELOPMENT #1 LLC GODDEN #17 LLC 5000 S TOWNE DR STE 100 NEW BERLIN, WI 53151-5100

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

KARIN A FERRELL 1277 E BLUFF RD UT 3 WHITEWATER, WI 53190-9000

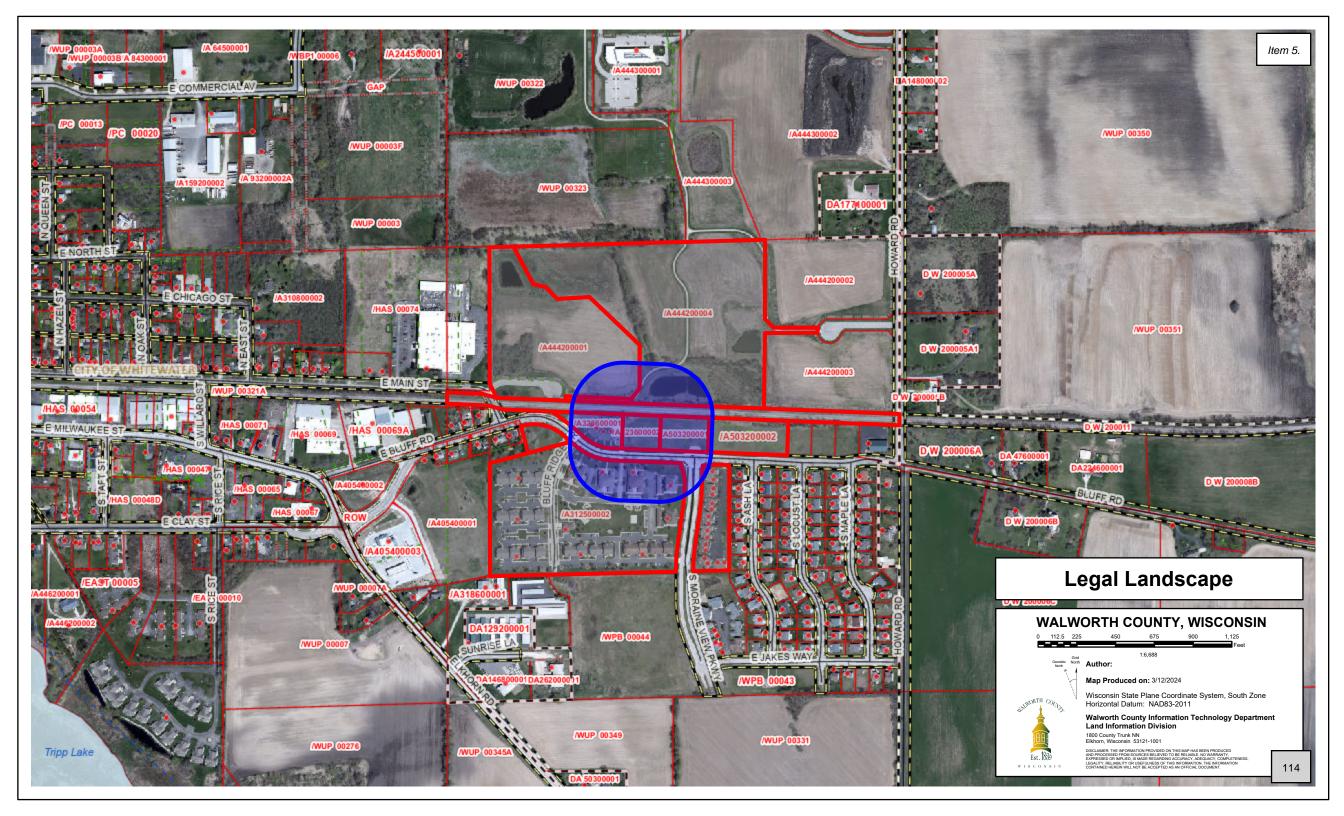
DARRELL D NOVY W5697 RIDGE RD ELKHORN, WI 53121

J JESUS CERNA-SANCHEZ MARIA SANTOS-SERNA 1277 E BLUFF RD #9 WHITEWATER, WI 53190-9000

MARTHA DOWNING 1277 E BLUFF DR #12 WHITEWATER, WI 53190-9000

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

COMMUNITY DEVELOPMENT AUTHORITY CITY OF WHITEWATER PO BOX 688 WHITEWATER, WI 53190



MEMORANDUM

To: City of Whitewater Plan and Architectural Review

Commission

From: Allison Schwark, Zoning

Administrator

Date: April 8, 2024

Re: Conditional Use Permit

	Summary of Request								
Requested Approvals:	Conditional Use Permit for WIRELESS TELECOMMUNICATIONS FACILITIES								
Location:	312 Elkhorn Road								
Current Land Use:	Vacant Lot								
Proposed Land Use:	Same use with added Telecommunication facility								
Current Zoning:	B-1								
Proposed Zoning:	N/A								
Future Land Use, Comprehensive Plan:	Mixed Use								

The purpose of Section 19.55 is as follows:

A. Mitigate the potential for adverse visual impacts caused by wireless telecommunications facilities through design and siting standards.

B. Ensure that a business environment characterized by high service quality, competition and nondiscrimination prevails with regard to wireless telecommunication services in a manner consistent with the Federal Telecommunications Act of 1996.

C. Establish a clear process for obtaining necessary permits for wireless telecommunications facilities that adequately protect the interests of the citizens of the city while minimizing the burden of compliance to service providers.

D. Protect environmentally and aesthetically sensitive areas of the city by restricting the design, height, location and operation of wireless telecommunications facilities in these areas, and by promoting their disguise, camouflage, screening or other design treatments intended to minimize their obtrusiveness.

E. Encourage use of multiple-antenna alternative support structures such as buildings and water

towers as an alternative to stand-alone, single-use, single-provider structures, and require good faith attempts for co-location of facilities.

Site Plan Review

The applicant is requesting a Conditional Use Permit for a Wireless Telecommunication Facility to be placed at 312 Elkhorn Road. Surrounding lands are zoned R-2, B-1, and B-3. The proposed mobile service facility will consist of a 195'-0" tall self-supporting tower within a 100'-0" x 100-0" lease area. Electrical service will be installed as well as an access road within an existing curb cut to allow for ease of access to any ground facilities. The proposed plan does not meet all requirements of Section 19.55 of our zoning ordinance, which outlines requirements for the telecommunication facilities for the following reasons:

"Wireless Telecommunications Support Facilities. All wireless telecommunications support facilities shall be located within enclosed buildings or fully screened rooftop locations. Such accessory buildings shall not exceed fifteen feet in height and twelve hundred square feet in area, unless otherwise permitted by the plan and architectural review commission to facilitate co-location. The design and exterior surfacing of all such buildings or rooftop screening structures shall be in harmony with the existing or desired architecture for the area. The exterior walls of all such buildings shall be masonry, stone, stucco, pre-cast, concrete or other similar surface."

The applicant will be requesting a variance for the above-mentioned condition, as the applicant would not like to have equipment placed in a building or enclosure. Additionally, the applicant does not comply with Section 19.55.070 - Structural, design and aesthetic standards.

D. Setback. The minimum setback of a new wireless telecommunications facility from all property lines and principal buildings on the site shall equal the height of the wireless telecommunications facility, including the height of any alternative support structure. A reduced setback below this minimum may be considered by the plan and architectural review commission based on submittal of a structural engineering analysis demonstrating that the facility would not pose a threat to the public, existing principal buildings, or adjacent properties in the event of failure. All wireless telecommunications support facilities shall be set back from property lines the same distance as required for principal buildings in the zoning district.

The proposed structure is 195 feet tall, and the parcel does not allow for an adequate setback from the property line, or to a road leading to an intersection with a roundabout which acts as a major thoroughfare for the City of Whitewater.

Planner's Recommendations

1) Staff recommendation is **PENDING** at this time.

ILLMAN NFRASTRUCTURE **TILLMAN OPP NUMBER: TI-OPP-23028** SITE NAME: STRITZEL RENTAL SITE ADDRESS: 312 ELKHORN ROAD WHITEWATER, WI 53190 PID: A91900003

FA#:15887152



SCAN FOR DRIVING DIRECTIONS



SITE INFORMATION

SITE ADDRESS:	312 ELKHORN ROAD WHITEWATER, WI 53190
LATITUDE (NAD 83): LONGITUDE (NAD 83):	42°49'50.10234" (42.83056204) -88°42'39.2480" (-88.71090223)
GROUND ELEVATION:	829.94' (AMSL)
JURISDICTION:	CITY OF WHITEWATER
JURISDICTION CONTACT:	CHRIS BENNETT EMAIL: CBENNETT@WHITEWATER-WI.GOV 262-473-0142
PARCEL/MAP NUMBER:	A91900003
PARCEL OWNER:	STRITZEL RENTAL PROPERTIES LLC TBD
TOWER OWNER:	TILLMAN INFRASTRUCTURE 152 W. 57TH STREET NEW YORK, NEW YORK 10019
STRUCTURE TYPE:	SELF SUPPORT TOWER
STRUCTURE HEIGHT:	195'-0" (AGL)
POWER SUPPLIER:	WE ENERGIES 800-242-9137
FIBER SUPPLIER:	TBD TBD

PROJECT TEAM

APPLICANT:	TILLMAN INFRASTRUCTURE 152 W. 57TH STREET NEW YORK, NEW YORK 10019
PROJECT MANAGEMENT FIRM:	LCC TELECOM SERVICES 10700 HIGGINS ROAD, SUITE 240 ROSEMONT, IL 60018 (847) 608-6300
ARCHITECT ENGINEERING:	JOHN M. BANKS 604 FOX GLEN BARRINGTON, IL 60010 CONTACT: JOHN M. BANKS PHONE: (847) 277-0070 EMAIL: JBANKS@WESTCHESTERSERVICES.COM

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CLIRRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES.

- 2023 WISCONSIN STATE BUILDING CODE 2023 WISCONSIN STATE ELECTRICAL CODE
- 2023 WISCONSIN STATE MECHANICAL CODE 2023 WISCONSIN UNIFORM PLUMBING CODE
- 2023 WISCONSIN STATE FIRE CODE
- AMERICAN CONCRETE INSTITUTE
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION
- MANUAL OF STEEL CONSTRUCTION 13TH EDITION
- ANSI/TIA-222-H

- TIA 607
- INSTITUTE FOR ELECTRICAL & ELECTRONICS ENGINEERING 81
- IEEE C2 NATIONAL ELECTRIC SAFETY CODE
- LATEST EDITION TELECORDIA GR-1275

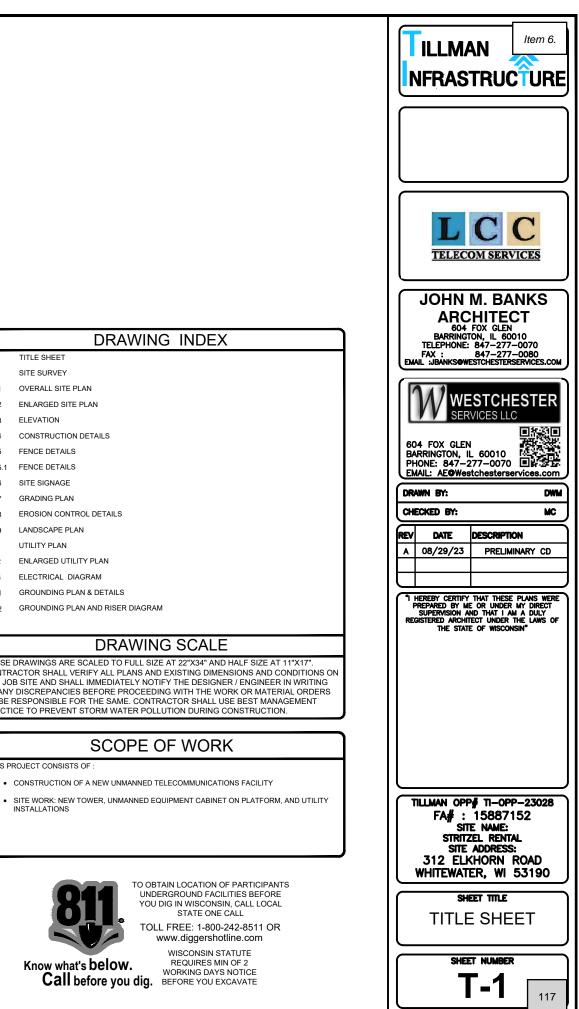
	DRAWING
T-1	TITLE SHEET
B-1	SITE SURVEY
C-1	OVERALL SITE PLAN
C-2	ENLARGED SITE PLAN
C-3	ELEVATION
C-4	CONSTRUCTION DETAILS
C-5	FENCE DETAILS
C-5.1	FENCE DETAILS
C-6	SITE SIGNAGE
C-7	GRADING PLAN
C-8	EROSION CONTROL DETAILS
C-9	LANDSCAPE PLAN
E-1	UTILITY PLAN
E-2	ENLARGED UTILITY PLAN
E-3	ELECTRICAL DIAGRAM
G-1	GROUNDING PLAN & DETAILS
G-2	GROUNDING PLAN AND RISER DIAGRAM
	DRAWING
CONTR THE JO OF ANY OR BE I	DRAWINGS ARE SCALED TO FULL SIZE / ACTOR SHALL VERIFY ALL PLANS AND E B SITE AND SHALL IMMEDIATELY NOTIF' DISCREPANCIES BEFORE PROCEEDING RESPONSIBLE FOR THE SAME. CONTRA CE TO PREVENT STORM WATER POLLU

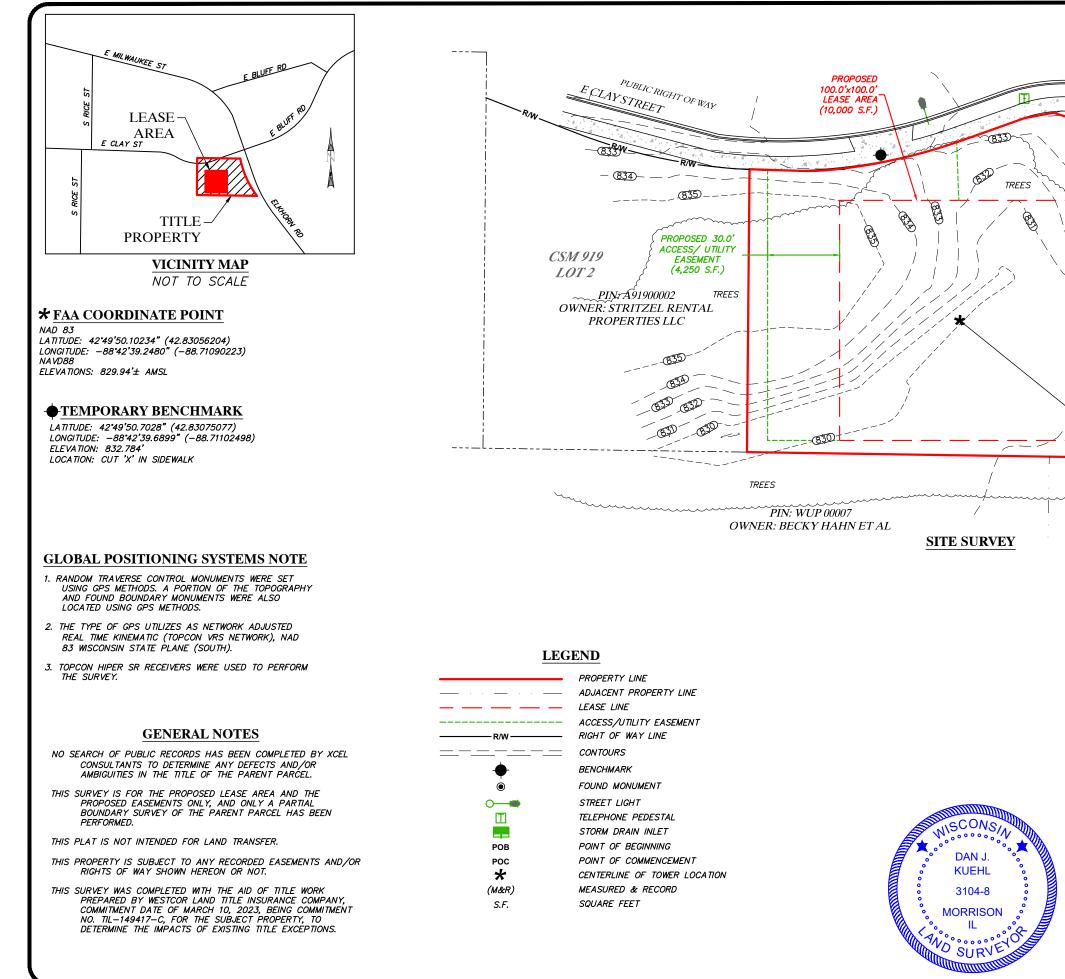
SCOPE OF WORK

- THIS PROJECT CONSISTS OF
- CONSTRUCTION OF A NEW UNMANNED TELECOMMUNICATIONS FACILITY
- INSTALLATIONS



Know what's below. Call before you dig. WORKING DAYS NOTICE BEFORE YOU EXCAVATE





OF PRACTICE.

(C)

832)

GRASS

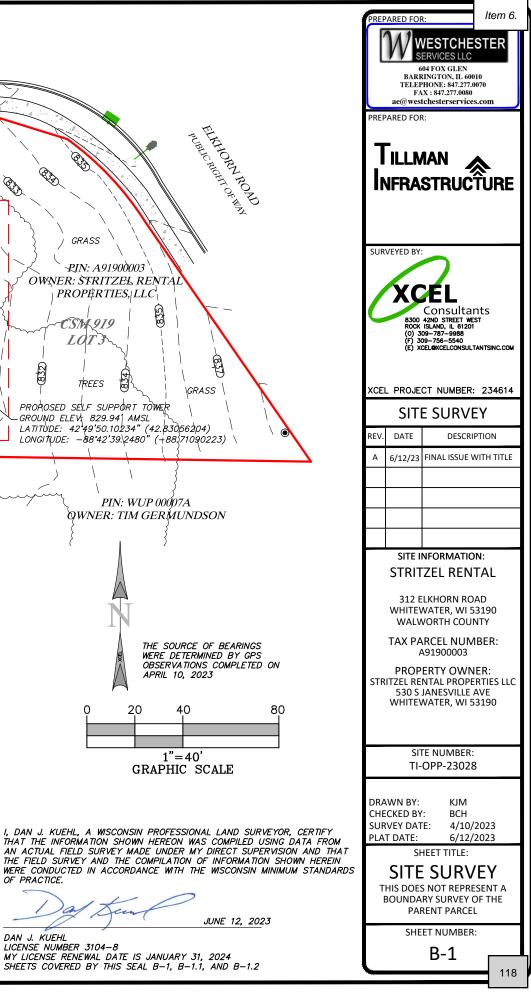
CSM 919

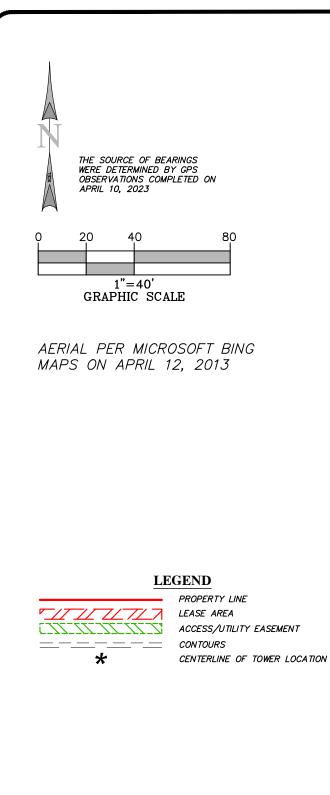
LOT3

TREES

ES)

DAN J. KUEHL LICENSE NUMBER 3104-8









I, DAN J. KUEHL, A WISCONSIN PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE INFORMATION SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECT SUPERVISION AND THAT THE FIELD SURVEY AND THE COMPILATION OF INFORMATION SHOWN HEREIN WERE CONDUCTED IN ACCORDANCE WITH THE WISCONSIN MINIMUM STANDARDS OF PRACTICE.

JUNE 12, 2023

DAN J. KUEHL LICENSE NUMBER 3104–8 MY LICENSE RENEWAL DATE IS JANUARY 31, 2024 SHEETS COVERED BY THIS SEAL B-1, B-1.1, AND B-1.2

REPORT OF TITLE:

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY XCEL CONSULTANTS, INC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENT OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVDENCE, UNRECORDED EASEMENT, AUGMENTING EASEMENT, IMPLIES OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY WESTCOR LAND TITLE INSURANCE COMPANY, COMMITMENT DATE OF MARCH 10, 2023, BEING COMMITMENT NO. TIL-149417-C, FOR THE SUBJECT PROPERTY, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.

SURVEY MATTERS OR EASEMENTS LISTED IN SCHEDULE 'B':

- 11. ANY AND ALL MATTERS DISCLOSED ON THE MAP ENTITLED "SURVEY MAP" DATED FEBRUARY 28, 1979 AND RECORDED APRIL 9, 1979 IN (BOOK) 4 (PAGE) 152, (INSTRUMENT) 46392 IN WALWORTH COUNTY, WISCONSIN. <u>REFERS TO PARENT TRACT - NOTHING TO PLOT</u>
- 12. ANY AND ALL MATTERS DISCLOSED ON THE MAP ENTITLED "PLAT" DATED JANUARY 6, 2016 AND RECORDED JANUARY 7, 2016 IN (BOOK) D (PAGE) 191, (INSTRUMENT) 918305 IN WALWORTH COUNTY, WISCONSIN. <u>REFERS TO PARENT TRACT – NOTHING TO</u> <u>PLOT</u>

PARENT PARCEL, LEGAL DESCRIPTION (NOT FIELD SURVEYED) PER TITLE

THE FOLLOWING DESCRIBED REAL ESTATE, TOGETHER WITH THE RENTS, PROFITS, FIXTURES AND OTHER APPURTENANT INTERESTS, IN WALWORTH COUNTY, STATE OF WISCONSIN:

LOT 3, CERTIFIED SURVEY NO. 919, RECORDED IN VOL. 4 CS, PAGE 152, WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SE ¼ SW ¼ OF SECTION 3, T4N, R15E, CITY OF WHITEWATER, WISCONSIN. EXCEPT PARCEL CONVEYED FOR STREET PURPOSES AS CONTAINED IN DEED RECORDED AS DOCUMENT NO. 710998. FURTHER EXCEPTING A PARCEL CONVEYED TO THE STATE OF WISCONSIN FOR HIGHWAY PURPOSES AS CONTAINED IN PARCEL 22 IN TPP 3110-02-21-4.03.

PARCEL ID: /A 91900003

THIS BEING THE SAME PROPERTY CONVEYED TO STRITZEL RENTAL PROPERTIES, LLC, AN UNDIVIDED 1/4 INTEREST IN A DEED FROM TERRENCE L. STRITZEL, DATED 12/30/2016 AND RECORDED 1/3/2017 AS INSTRUMENT NO. 939063.

FURTHER BEING DESCRIBED IN:

THIS BEING THE SAME PROPERTY CONVEYED TO STRITZEL RENTAL PROPERTIES, LLC, AN UNDIVIDED 1/4 INTEREST IN A DEED FROM DANIEL J. STRITZEL, DATED 12/30/2016 AND RECORDED 1/3/2017 AS INSTRUMENT NO.939062.

FURTHER BEING DESCRIBED IN:

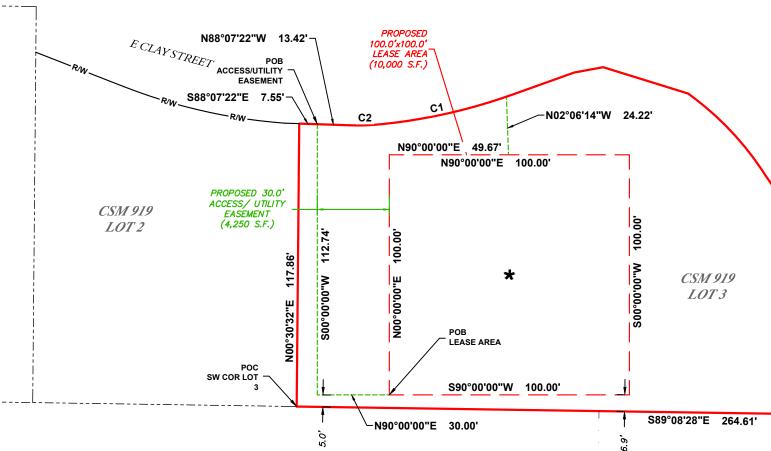
THIS BEING THE SAME PROPERTY CONVEYED TO STRITZEL RENTAL PROPERTIES, LLC, AN UNDIVIDED 1/4 INTEREST IN A DEED FROM STEVEN J. STRITZEL, DATED 12/30/2016 AND RECORDED 1/3/2017 AS INSTRUMENT NO.939061.

FURTHER BEING DESCRIBED IN:

THIS BEING THE SAME PROPERTY CONVEYED TO STRITZEL RENTAL PROPERTIES, LLC, AN UNDIVIDED 1/4 INTEREST IN A DEED FROM JANICE R STRITZEL, DATED 12/30/2016 AND RECORDED 1/3/2017 AS INSTRUMENT NO.939060.

PROPOSED LEASE AREA:

A PART OF LOT 3, CERTIFIED SURVEY NO. 919, RECORDED IN VOL. 4 CS, PAGE 152, WALWORTH COUNTY REGISTER OF DEEDS, CITY OF WHITEWATER, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SW CORNER OF SAID LOT 3; THENCE NO0'30'32"E, ALONG THE WEST LINE OF SAID LOT 3, 117.86 FEET TO THE SOUTH LINE OF E. CLAY STREET; THENCE S88'07'22"E, ALONG THE SAID SOUTH LINE OF E. CLAY STREET, 7.55 FEET; THENCE S00'00'00"W, 112.74 FEET; THENCE N90'00'00"E, 30.00 FEET TO THE POINT OF BEGINNING FOR THE LEASE AREA HEREIN INTENDED TO BE DESCRIBED; THENCE N00'00'00"E, 100.00 FEET; THENCE N90'00'00"E, 100.00 FEET; THENCE S00'00'00"W, 100.00 FEET; THENCE S00'00'00, 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10,000 SQUARE FEET.



	CURVE TABLE													
CURV	E RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH									
C1	231.50'	52.95'	013°06'15"	S77°31'49"W	52.83'									
C2	103.00'	13.80'	007°40'36"	S87°55'13"W	13.79'									

PROPOSED ACCESS/UTILITY EASEMENT:

A PART OF LOT 3, CERTIFIED SURVEY NO. 919, RECORDED IN VOL. 4 CS, PAGE 152, WALWORTH COUNTY REGISTER OF DEEDS, CITY OF WHITEWATER, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SW CORNER OF SAID LOT 3; THENCE NO0'30'32'E, ALONG THE WEST LINE OF SAID LOT 3, 117.86 FEET TO THE SOUTH LINE OF E. CLAY STREET; THENCE SB8'07'22'E, ALONG THE SAID SOUTH LINE OF E. CLAY STREET, 7.55 FEET TO THE POINT OF BEGINNING FOR THE EASEMENT AREA HEREIN INTENDED TO BE DESCRIBED; THENCE S00'0'00'W, 112.74 FEET; THENCE N90'00'00'E, 30.00 FEET; THENCE N00'00'0E, 100.00 FEET; THENCE N90'00'00'E, 49.67 FEET; THENCE N02'06'14'W, 24.22 FEET TO THE SAID SOUTH LINE OF E. CLAY STREET; THENCE SOUTHWESTERLY, ALONG THE SAID SOUTH LINE OF E. CLAY STREET; THENCE SOUTHWESTERLY, ALONG THE SAID SOUTH LINE OF E. CLAY STREET; ENGL OF 52.95 FEET, CHORD OF SAID ARC BEARS S77'31'49'W, 52.83 FEET; THENCE WESTERLY, ALONG THE SAID SOUTH LINE OF E. CLAY STREET, BEING THE ARC CORCAVE NORTHERLY, HAVING A RADIUS OF 103.00 FEET, AN ARC LENGTH OF 52.95 FEET, CHORD OF SAID ARC BEARS S77'31'49'W, 52.83 FEET; THENCE WESTERLY, ALONG THE SAID SOUTH LINE OF E. CLAY STREET, BEING THE ARC CORCAVE NORTHERLY, HAVING A RADIUS OF 103.00 FEET, AN ARC LENGTH OF 13.80 FEET, CHORD OF SAID ARC BEARS S87'55'13'W, 13.79 FEET; THENCE N88'07'22''W, ALONG THE SAID SOUTH LINE OF E. CLAY STREET, 14ENCE N88'07'22''W, ALONG THE SAID SOUTH LINE OF E. CLAY STREET, 10 THE POINT OF BEGINNING, CONTAINING 4,250 SQUARE FEET.

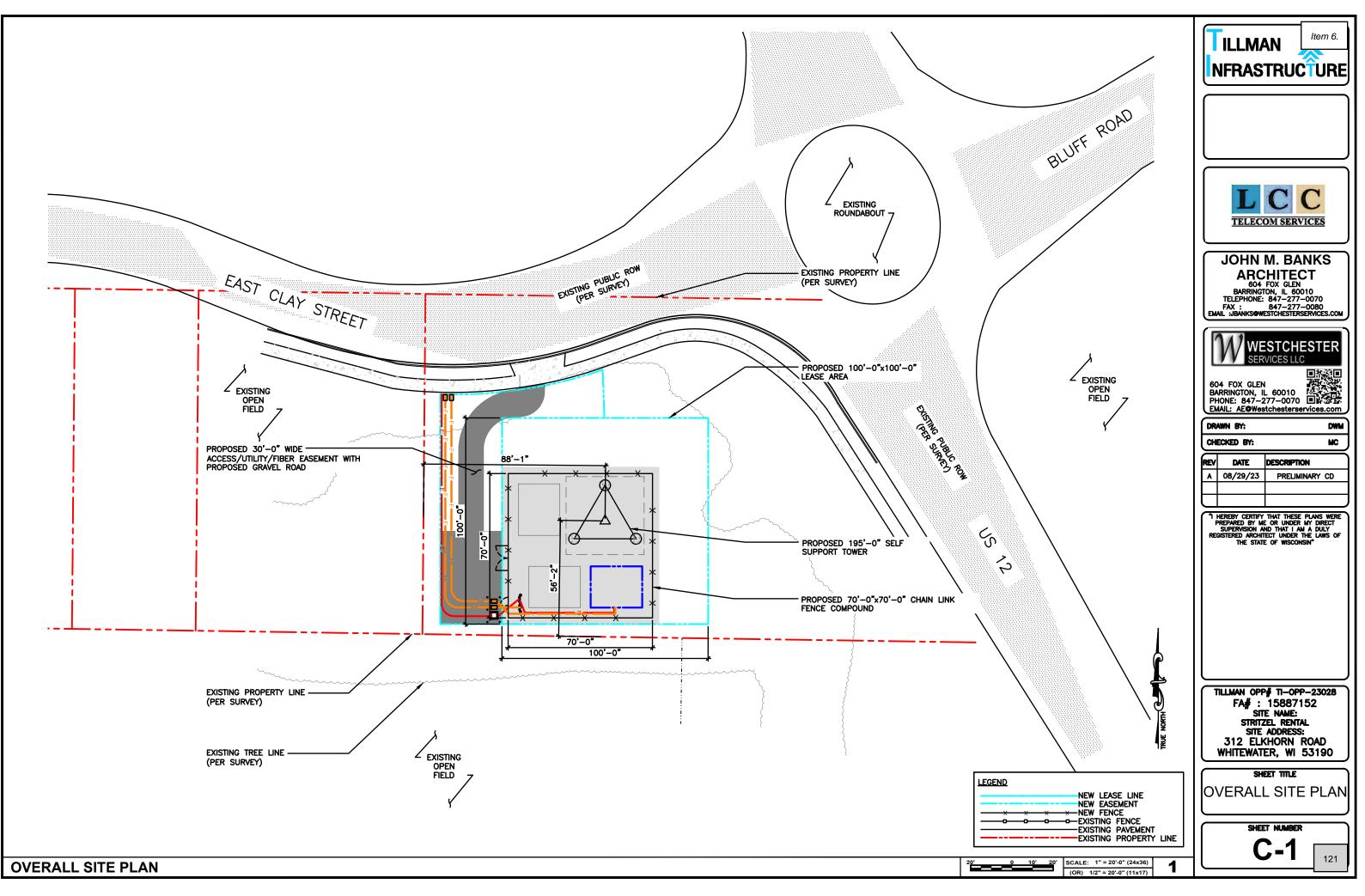


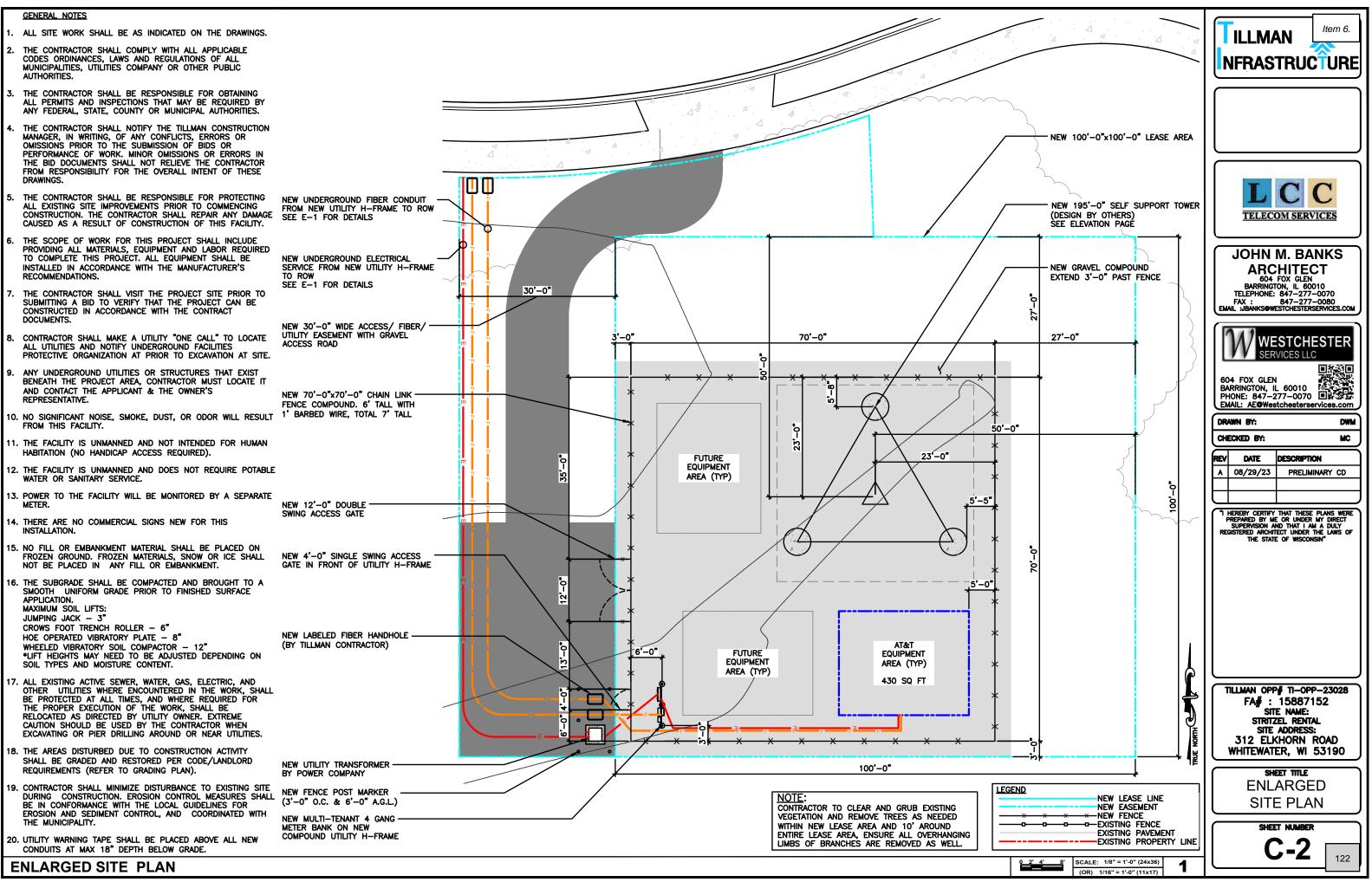
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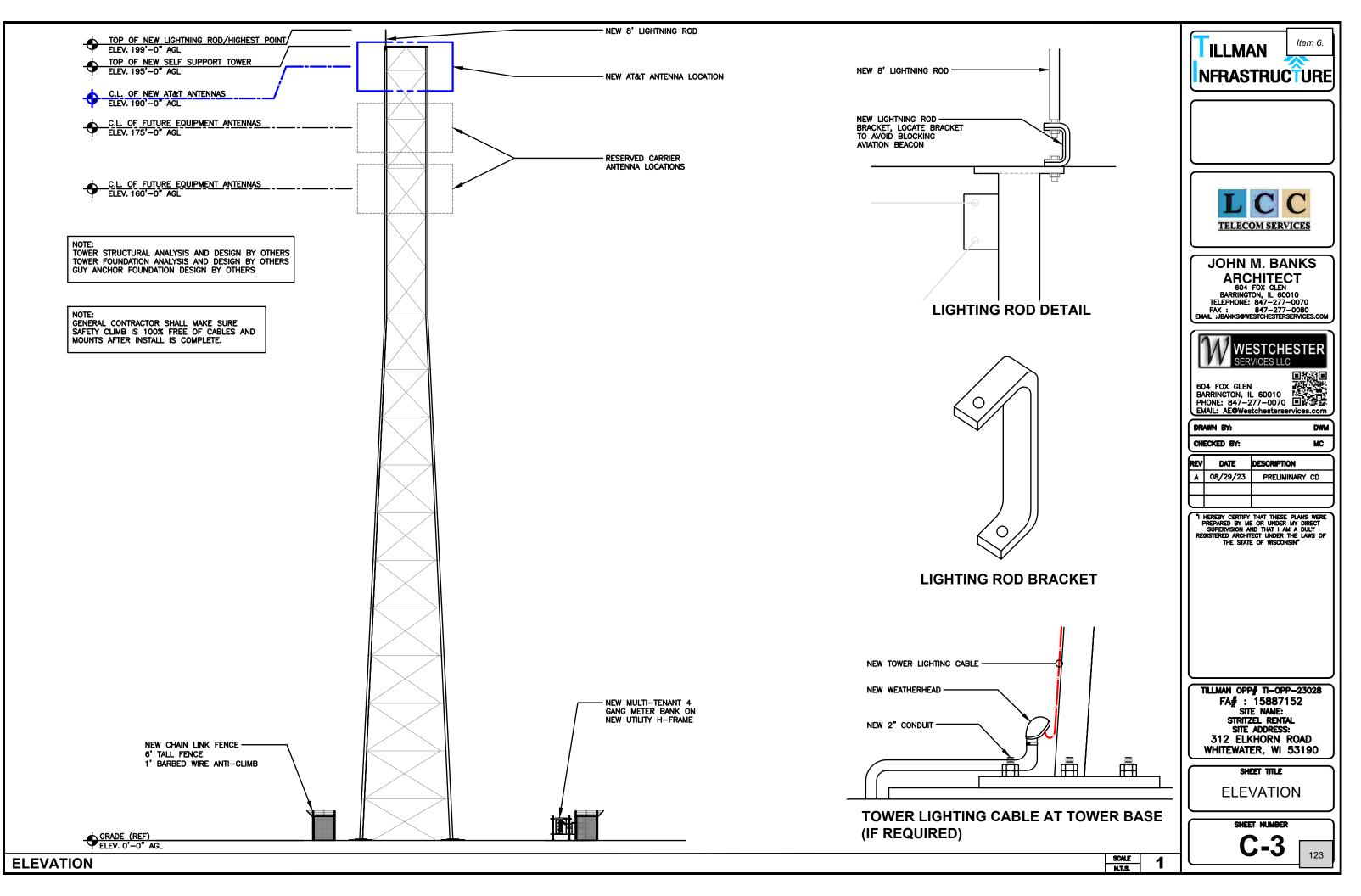
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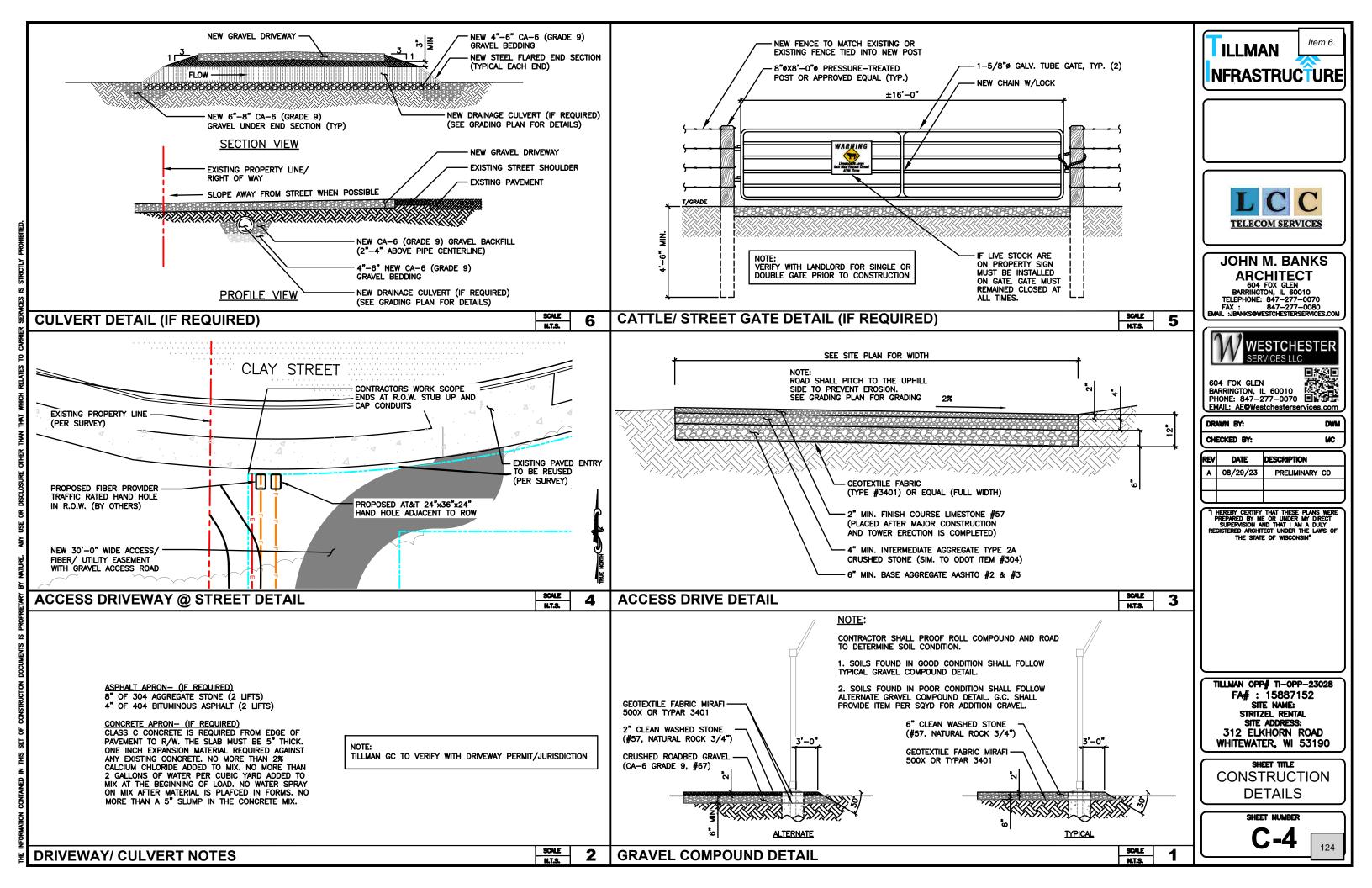
DAN J. KUEHL LICENSE NUMBER 3104–8 MY LICENSE RENEWAL DATE SHEETS COVERED BY THIS

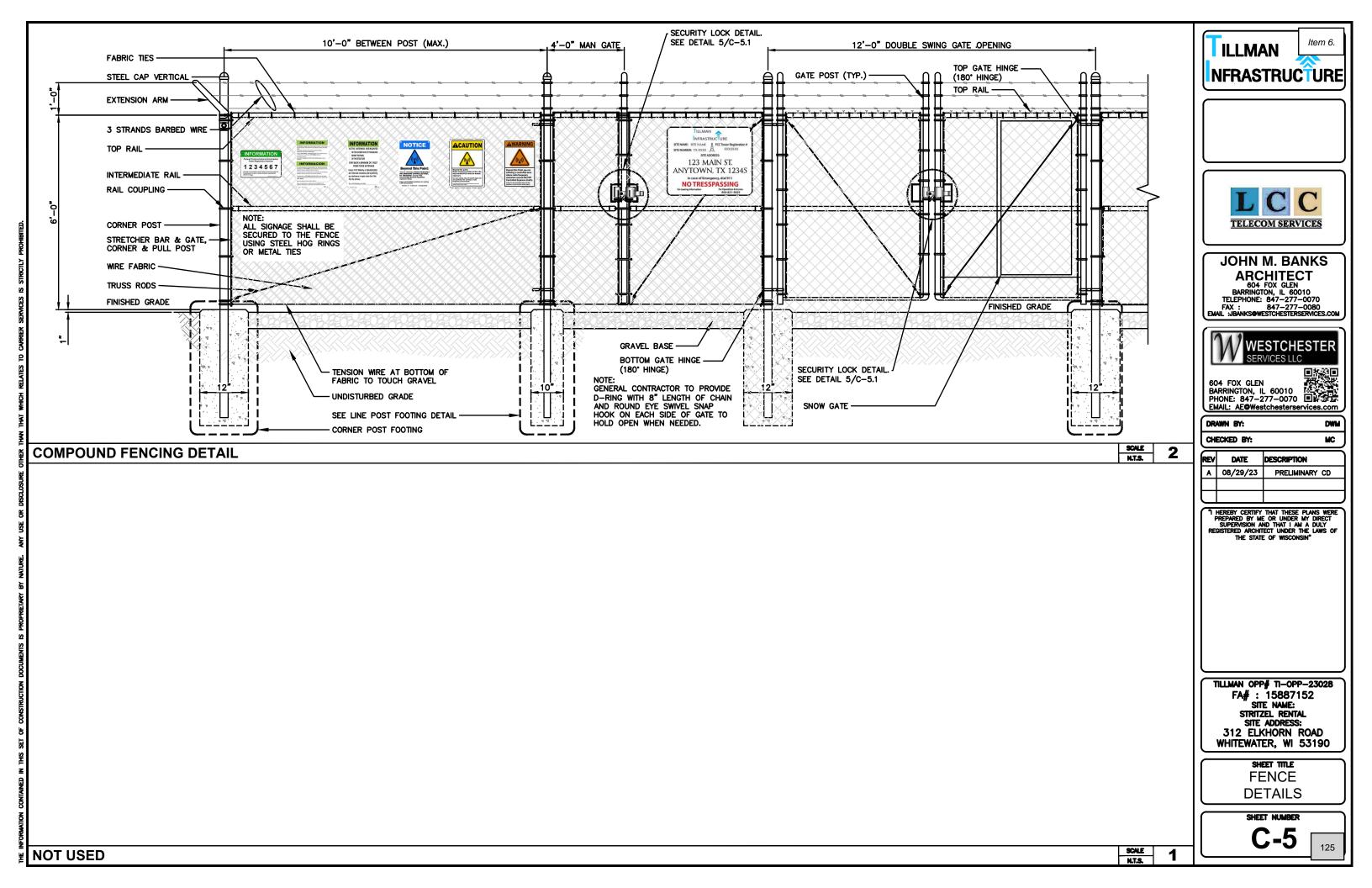
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Image: Strain Professional Land Surveyor, CERTIFY WITH THE WAS COMPILED USING DATA FROM TO OF INFORMATION SHOWN HEREINDANCE WITH THE WASCONSIN MINIMUM STANDARDS Image: Strain Professional Land Surveyor, CERTIFY WITH THE WASCONSIN MINIMUM STANDARDS JUNE 12, 2023 Image: Surveyor, Standards Shandard, The Bard Standards June 12, 2023 Is January 31, 2024 Is January 31, 2024		Consultants S300 42N0 STREET WEST ROCK ISLAND, IL 61201 (0) 309-787-9988 (F) 309-785-5940 (E) XCELØXCELCONSULTANTSING.COM
A 6/12/23 FINAL ISSUE WITH TITLE A 6/12/23 FINAL ISSUE WITH TITLE B B B FILE SURCE OF BEARINGS SITE INFORMATION: STRITZEL RENTAL 312 ELKHORN ROAD WHITEWATER, WI 53190 WALWORTH COUNTY A PRIL 10, 2023 SITE INFORMATION: YETE ARENTAL PROPERTIES LLC SITE NUMBER: A 91900003 PROPERTY OWNER: STRITZEL RENTAL PROPERTIES LLC S30 S JANESVILLE AVE WHITEWATER, WI 53190 WHITEWATER, WI 53190 SIN PROFESSIONAL LAND SURVEYOR, CERTIFY STRITZEL RENTAL PROPERTIES LLC SIN PROFESSIONAL LAND SURVEYOR, CERTIFY SITE NUMBER: TI-OPP-23028 SITE NUMBER: SIN PROFESSIONAL LAND SURVEYOR, CERTIFY SITE NUMBER: MARCE WITH THE WISCONSIN MINIMUM STANDARDS SITE NUMBER: JUNE 12, 2023 SHEET TITLE: JUNE 12, 2023 SHEET NUMBER: JUNE 12, 2023 SHEET NUMBER: SHEET NUMBER: B-1.2		SITE SURVEY
Image: Structure of the source of bearings were determined by OPS OBSERVATIONS COMPLETED ON APRIL 10, 2023 SITE INFORMATION: STRITZEL RENTAL Image: Structure of the source of	•	REV. DATE DESCRIPTION
SIN PROFESSIONAL LAND SURVEYOR, CERTIFY WAY HEREON WAS COMPILED USING DATA FROM ADDE UNDER MY DIRECT SUPERVISION AND THAT COMPILATION OF INFORMATION SHOWN HEREIN DANCE WITH THE WISCONSIN MINIMUM STANDARDS JUNE 12, 2023 SIN PROFESSIONAL LAND SURVEYOR, CERTIFY WAY HEREON WAS COMPILED USING DATA FROM ADDE UNDER MY DIRECT SUPERVISION AND THAT COMPILATION OF INFORMATION SHOWN HEREIN DANCE WITH THE WISCONSIN MINIMUM STANDARDS JUNE 12, 2023 SHEET NUMBER: JUNE 12, 2023 SHEET NUMBER: B-1.2 STRITZEL RENTAL SIZE NUMBER: STRITZEL RENTAL STRITZEL RENTAL SIZE SUPERVISION AND THAT B-1.2		A 6/12/23 FINAL ISSUE WITH TITLE
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SIN PROFESSIONAL LAND SURVEYOR, CERTIFY WIN HEREON WAS COMPILED USING DATA FROM MADE UNDER MY DIRECT SUPERVISION AND THAT COMPILATION OF INFORMATION SHOWN HEREIN DANCE WITH THE WISCONSIN MINIMUM STANDARDS JUNE 12, 2023 IS JANUARY 31, 2024 SEAL R=1 R=11 AND R=12		
IS JANUARY 31, 2024 B-1.2	ISIN PROFESSIONAL LAND SURVEYOR, CERTIFY OWN HEREON WAS COMPILED USING DATA FROM MADE UNDER MY DIRECT SUPERVISION AND THAT COMPILATION OF INFORMATION SHOWN HEREIN RDANCE WITH THE WISCONSIN MINIMUM STANDARDS JUNE 12, 2023	CHECKED BY: BCH SURVEY DATE: 4/10/2023 PLAT DATE: 6/12/2023 SHEET TITLE: SITE SURVEY THIS DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL
SEAL B-1, B-1.1, AND B-1.2	IS JANUARY 31, 2024	
	SEAL B-1, B-1.1, AND B-1.2	120

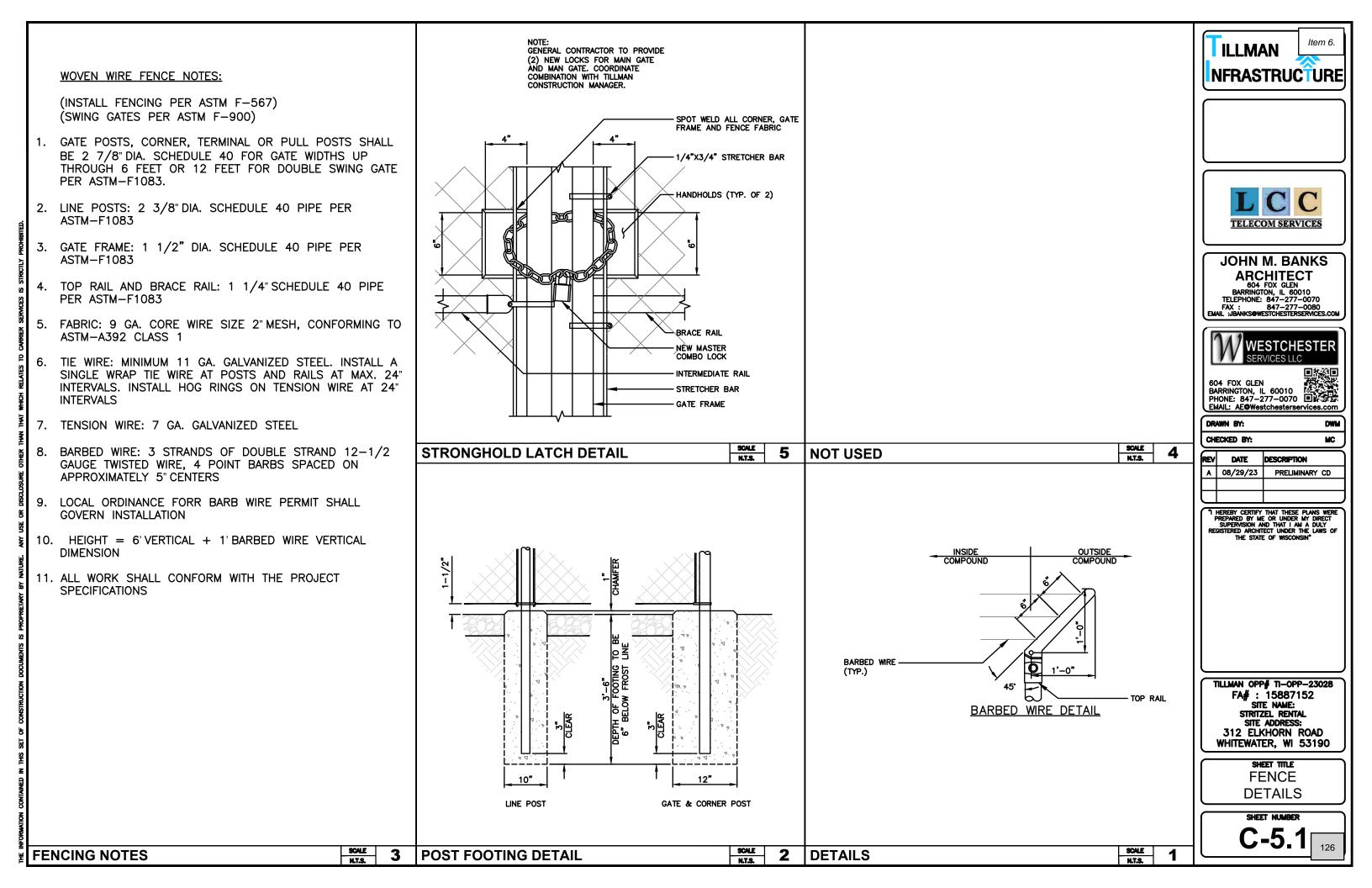


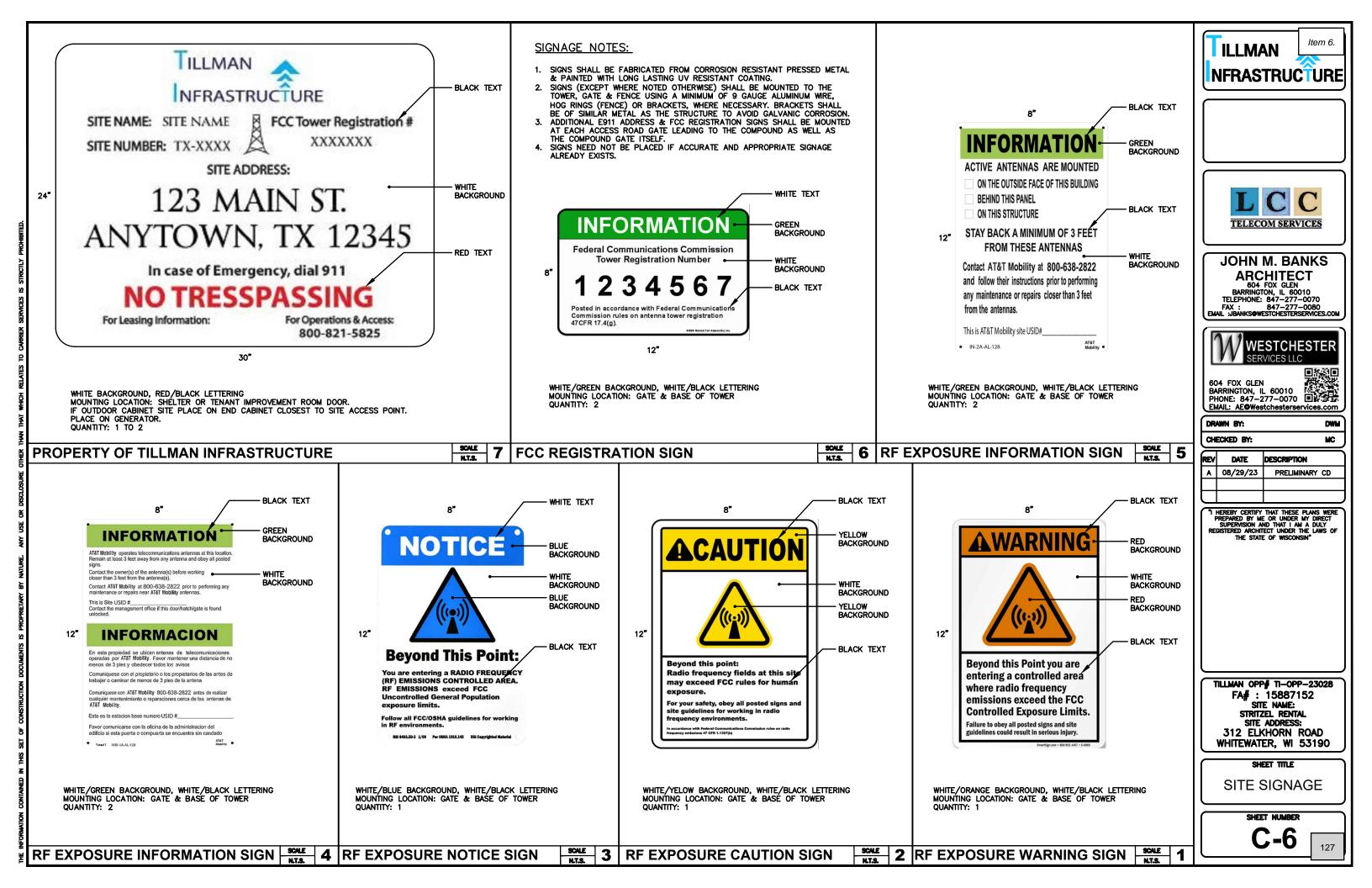


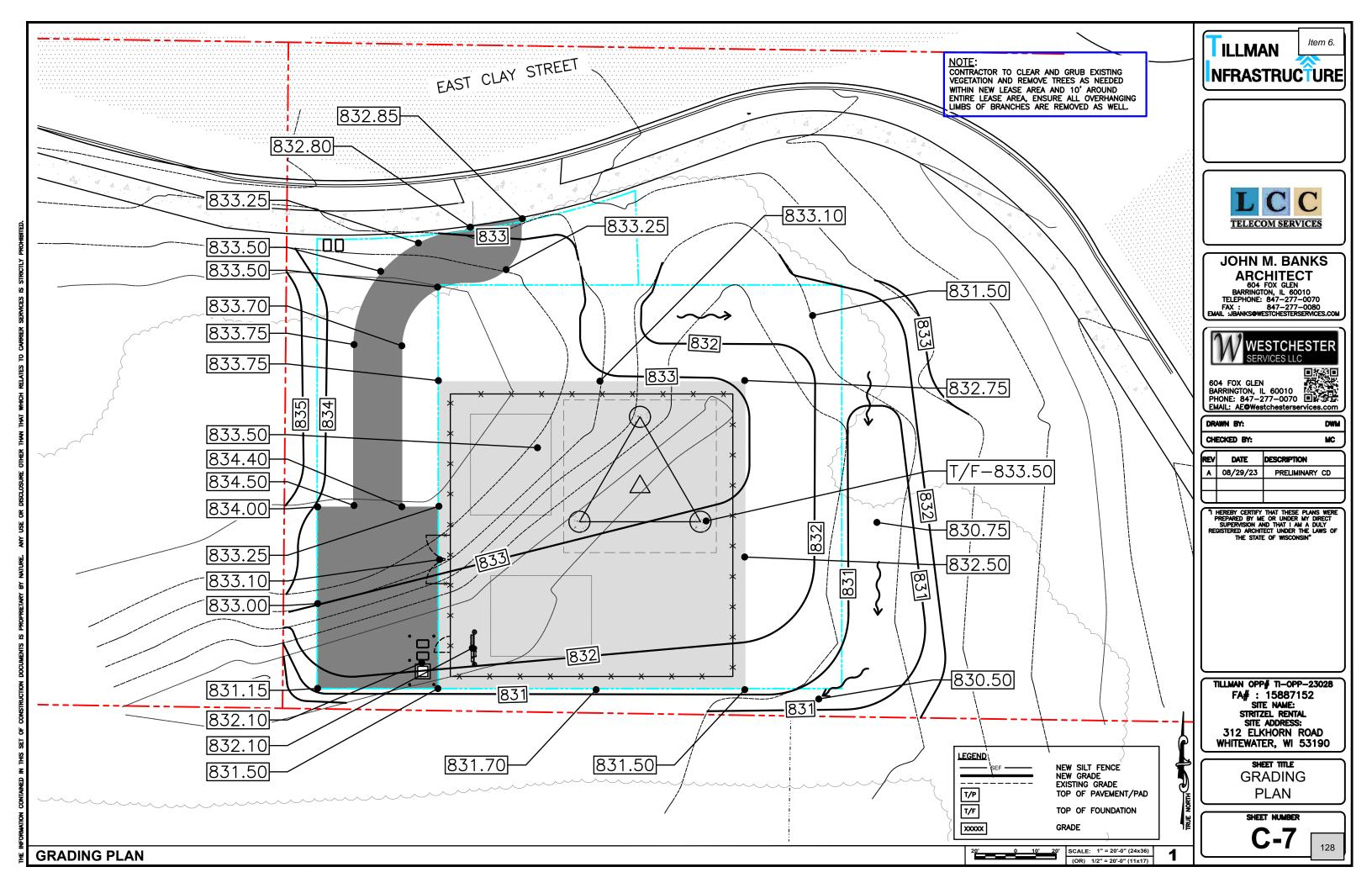


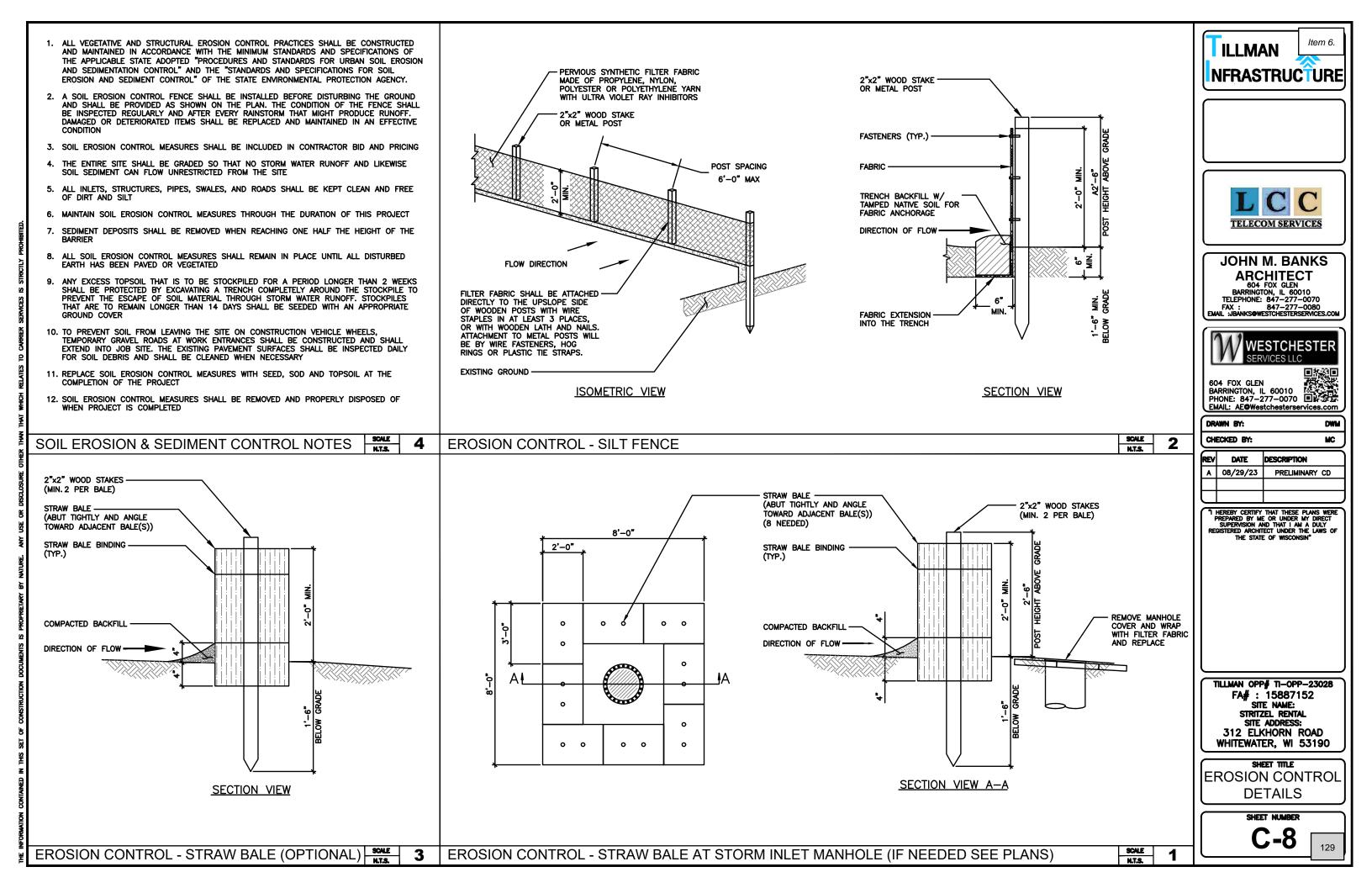


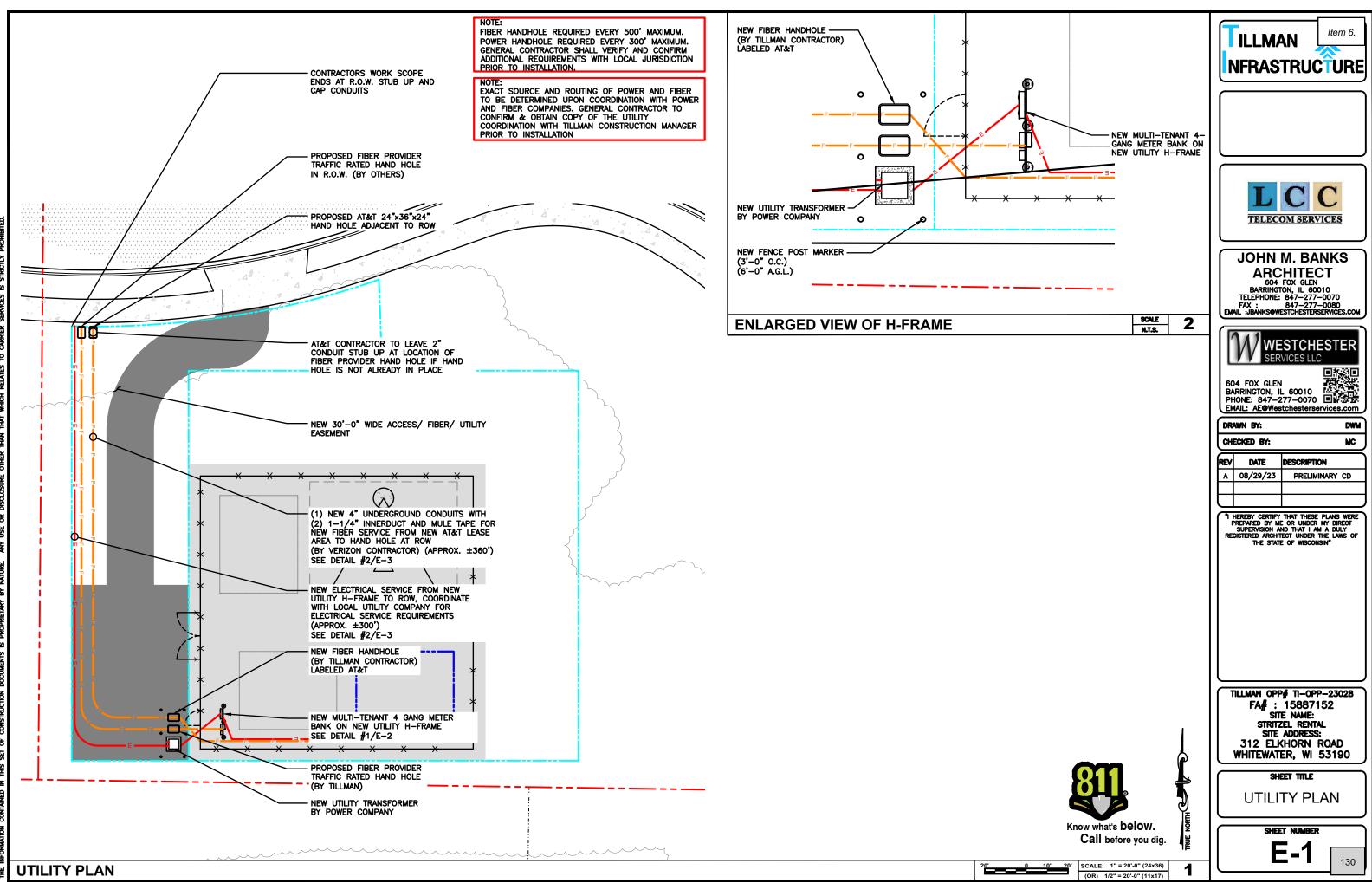


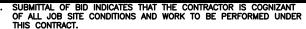










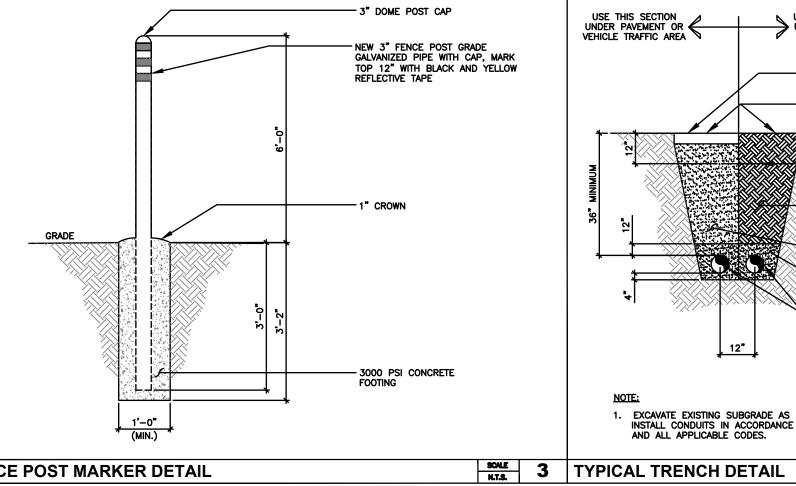


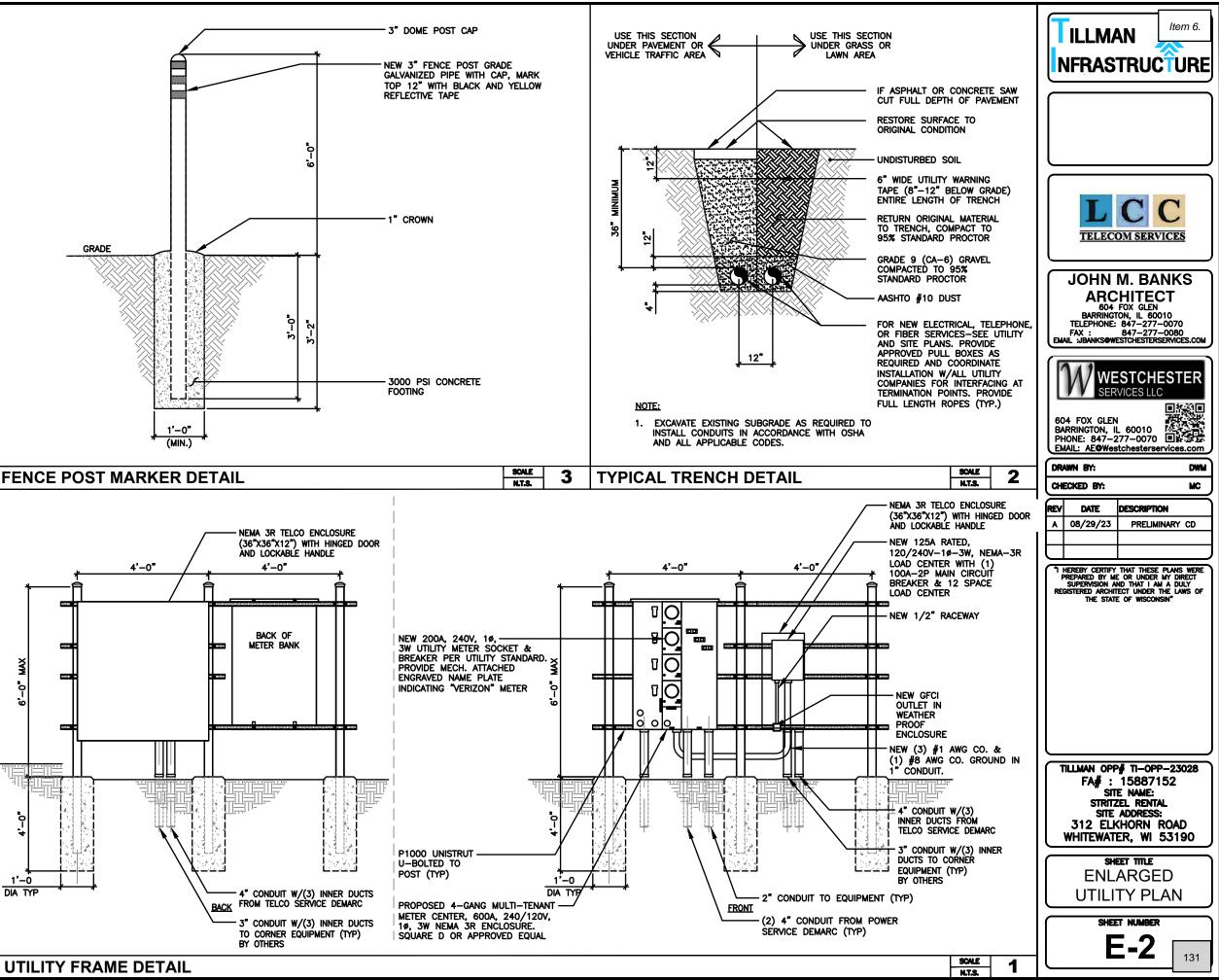
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- VERIFY HEIGHTS WITH PROJECT MANAGER PRIOR TO INSTALLATION. THESE PLANS ARE DIAGRAMMATIC ONLY, FOLLOW AS CLOSELY AS POSSIBLE.
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- DRAWINGS, AS SPECIFIED HEREIN AND/OR AS OTHERWISE REQUIRED. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN PERFECT CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND OF THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT. ELECTRICAL MATERIALS SHALL BE LISTED AND APPROVED BY UNDERWRITER'S LABORATORIES AND SHALL BEAR THE INSPECTION LABEL "J" WHERE SUBJECT TO SUCH APPROVAL. MATERIALS SHALL MEET WITH APPROVAL OF ALL GOVERNING BODIES HAVING JURISDICTION OVER THE CONSTRUCTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH ALL CURRENT APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA AND NBFU. ALL MATERIALS AND EQUIPMENT SHALL BE APPROVED FOR THEIR INTENDED USE AND LOCATION.
- ALL WORK SHALL COMPLY WITH ALL APPLICABLE GOVERNING STATE, COUNTY AND CITY CODES AND OSHA, NFPA, NEC & ASHRAE REQUIREMENTS.
- ENTIRE JOB SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF JOB ACCEPTANCE. ALL WORK, MATERIAL AND EQUIPMENT FOUND TO BE FAULTY DURING THAT PERIOD SHALL BE CORRECTED AT ONCE, UPON WRITTEN NOTIFICATION, AT THE EXPENSE OF THE CONTRACTOR.
- EXPENSE OF THE CONTRACTOR. PROPERLY SEAL ALL PENETRATIONS. PROVIDE UL LISTED FIRE-STOPS WHERE PENETRATIONS ARE MADE THROUGH FIRE-RATED ASSEMBLIES. WATER-TIGHT USING SILICONE SEALANT. DELIVER ALL BROCHURES, OPERATING MANUALS, CATALOGS AND SHOP DRAWINGS TO THE PROJECT MANAGER AT JOB COMPLETION. PROVIDE MAINTENANCE MANUALS FOR MECHANICAL EQUIPMENT. AFFIX MAINTENANCE LIGHT COMPLEXION FOR MECHANICAL EQUIPMENT. AFFIX
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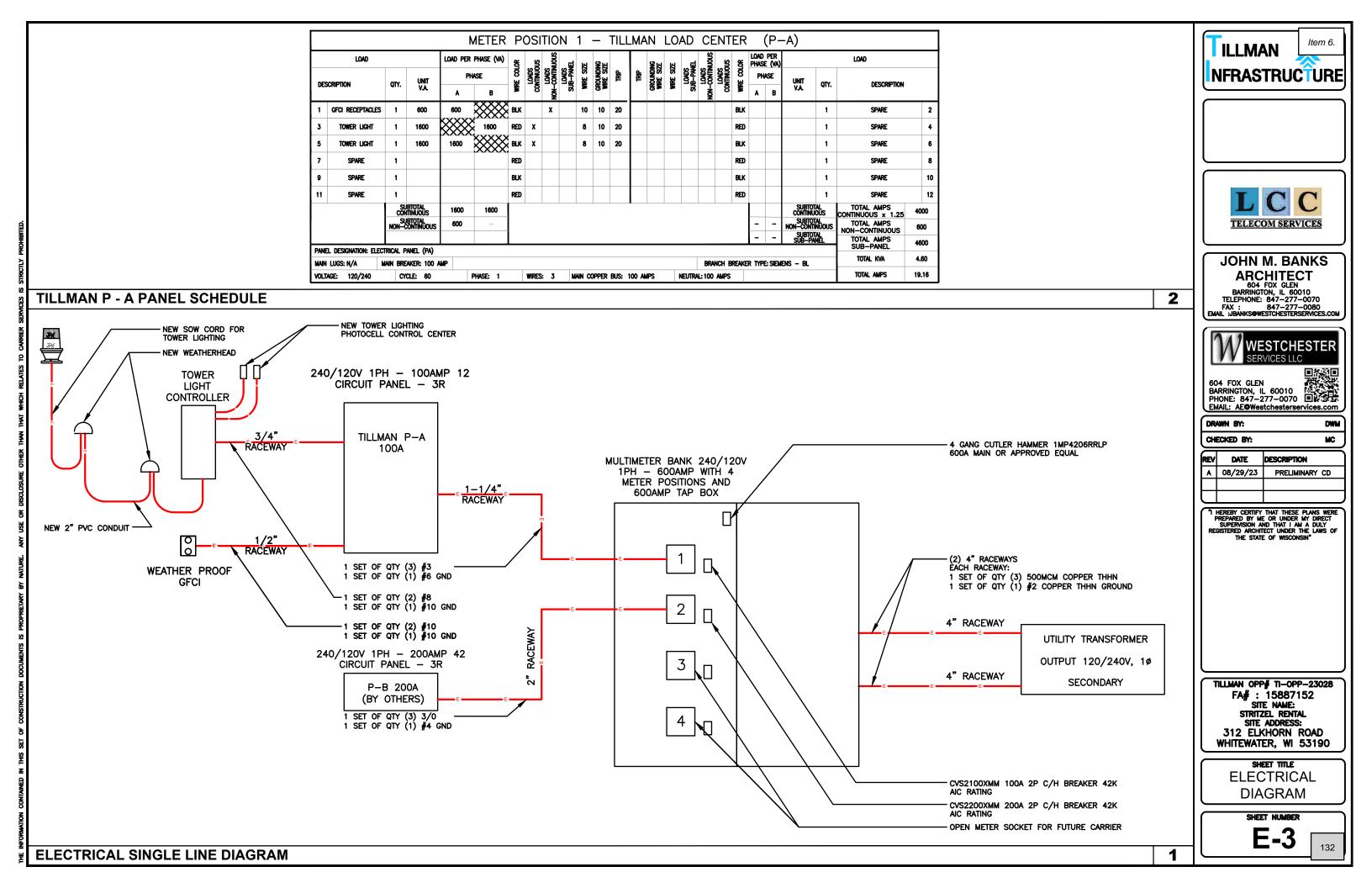
CONDUIT

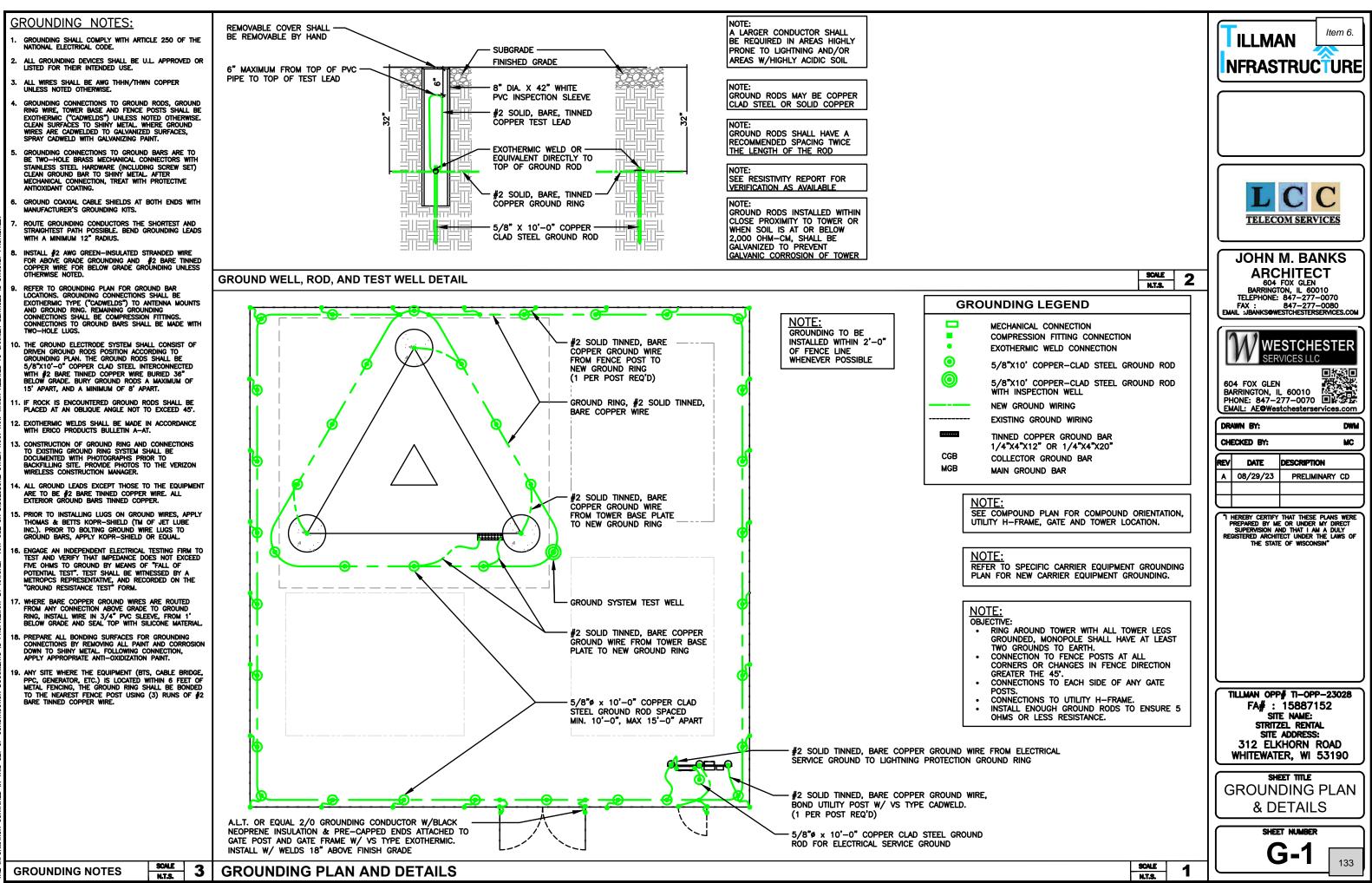
- RIGID CONDUIT SHALL BE U.L. LABEL GALVANIZED ZINC COATED WITH ZINC INTERIOR AND SHALL BE USED WHEN INSTALLED IN OR UNDER CONCRETE SLABS, IN CONTACT WITH THE EARTH, UNDER PUBLIC ROADWAYS, IN MASONRY WALLS OR EXPOSED ON BUILDING EXTERIOR. RIGID CONDUIT IN CONTACT WITH EARTH SHALL BE 1/2 LAPPED WRAPPED WITH HUNTS WRAP PROCESS
- NO. 3. ELECTRICAL METALLIC TUBING SHALL HAVE U.L. LABEL, FITTINGS SHALL BE GLAND RING COMPRESSION TYPE. EMT SHALL BE USED ONLY FOR INTERIOR RUNS.
- UNLY FOR INTERIOR RONS. LIQUID-TIGHT FLEXIBLE METAL CONDUIT SHALL BE U.L. LISTED AND SHALL BE USED AT FINAL CONNECTIONS TO MECHANICAL EQUIPMENT & RECTIFIERS AND WHERE PERMITTED BY CODE. ALL CONDUIT IN EXCESS OF SIX FEET IN LENGTH SHALL CONTAIN A FULL-SIZE GROUND CONDUCTOR.
- CONDUCT RUNS SHALL BE SURFACE MOUNTED ON CEILINGS OR WALLS UNLESS NOTED OTHERWISE. ALL CONDUIT SHALL RUN D. PARALLEL OR PERPENDICULAR TO WALLS, FLOOR, CEILING, OR BEAMS. VERIFY EXACT ROUTING OF ALL EXPOSED CONDUIT WITH
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- ENGRAVED PLASTIC LABELS. BACKGROUND SHALL BE BLACK WITH WHITE LETTERS; EXCEPT AS REQUIRED BY CODE TO FOLLOW A DIFFERENT SCHEME.
- DIFFERENT SCHEME. JUPON COMPLETION OF WORK, CONDUCT CONTINUITY, SHORT CIRCUIT, AND FALL OF POTENTIAL GROUNDING TESTS FOR APPROVAL. SUBMIT TEST REPORTS TO PROJECT MANAGER. GROUNDING SYSTEM RESISTANCE SHALL NOT EXCEED 5 OHMS. IF THE RESISTANCE VALUE IS EXCEEDED, NOTIFY THE PROJECT MANAGER FOR FURTHER INSTRUCTION ON METHODS FOR REDUCING THE RESISTANCE VALUE. CLEAN PREMISES OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK IN A COMPLETE AND UNDAMAGED CONDITION. LEGALLY
- DISPOSE OF ALL REMOVED, UNUSED AND EXCESS MATERIAL GENERATED BY THE WORK OF THIS CONTRACT. DELIVER ITEMS INDICATED ON THE DRAWINGS TO THE OWNER IN GOOD CONDITION.
- OBTAIN SIGNED RECEIPT UPON DELIVERY. D. COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOOKUP COSTS SHALL BE PAID BY THE
- VERIFY ALL EXISTING CIRCUITRY PRIOR TO REMOVAL AND NEW WORK. MAINTAIN POWER TO ALL OTHER AREAS & CIRCUITS NOT SCHEDULED
- FOR REMOVAL. 2. RED LINED AS-BUILT PLANS SHALL BE PROVIDED TO THE CONSTRUCTION MANAGER

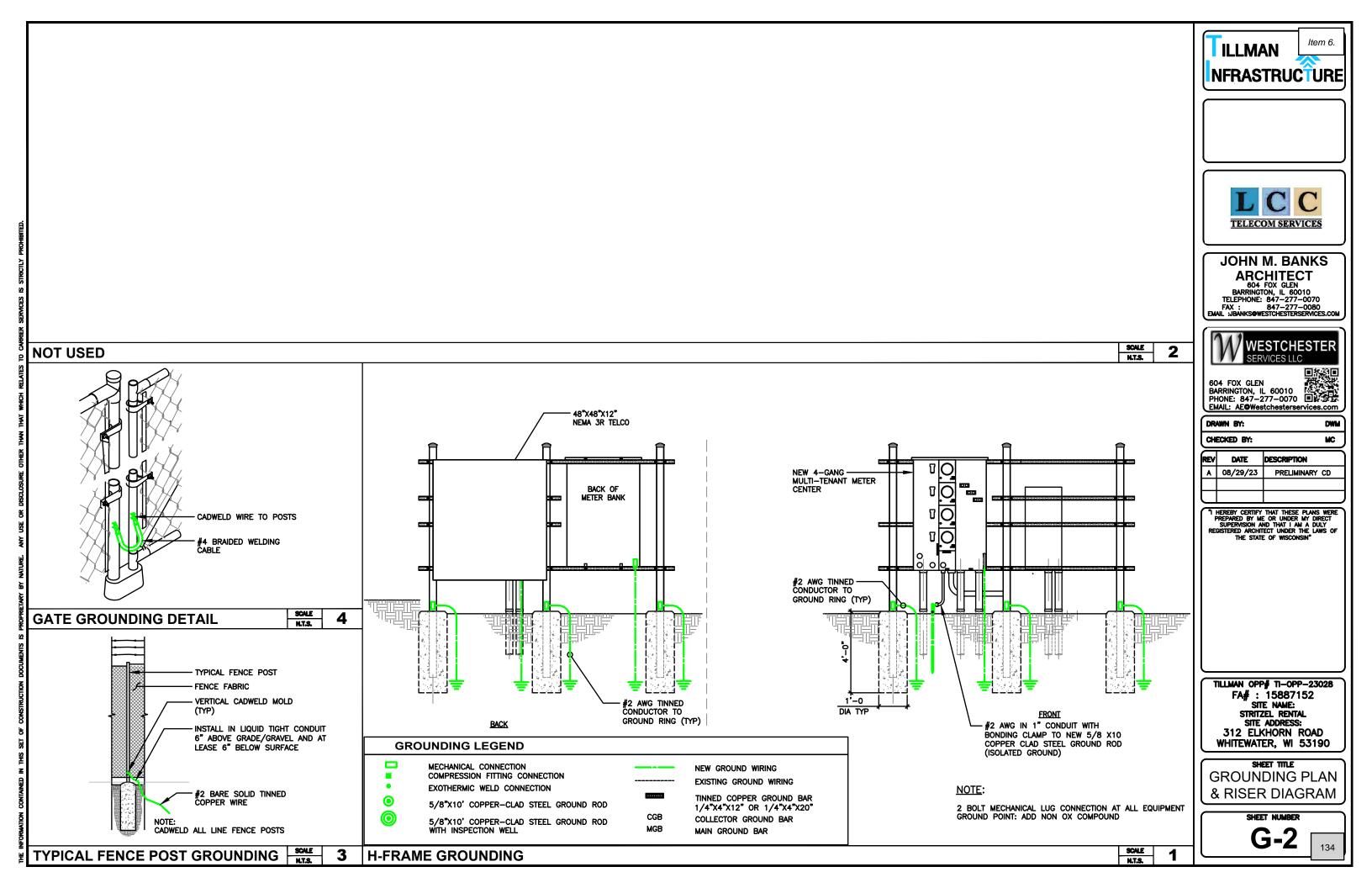
ELECTRICAL NOTES

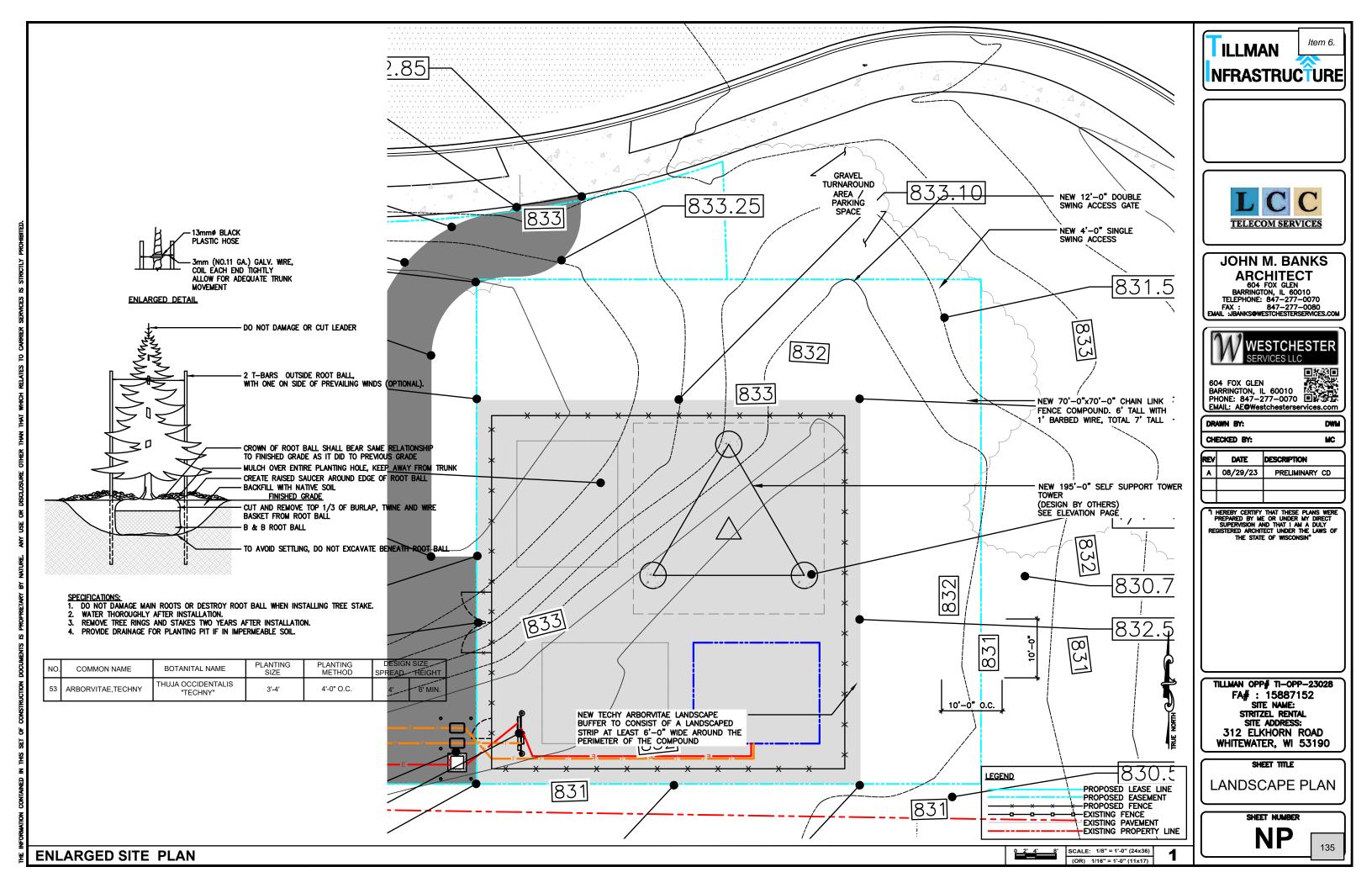


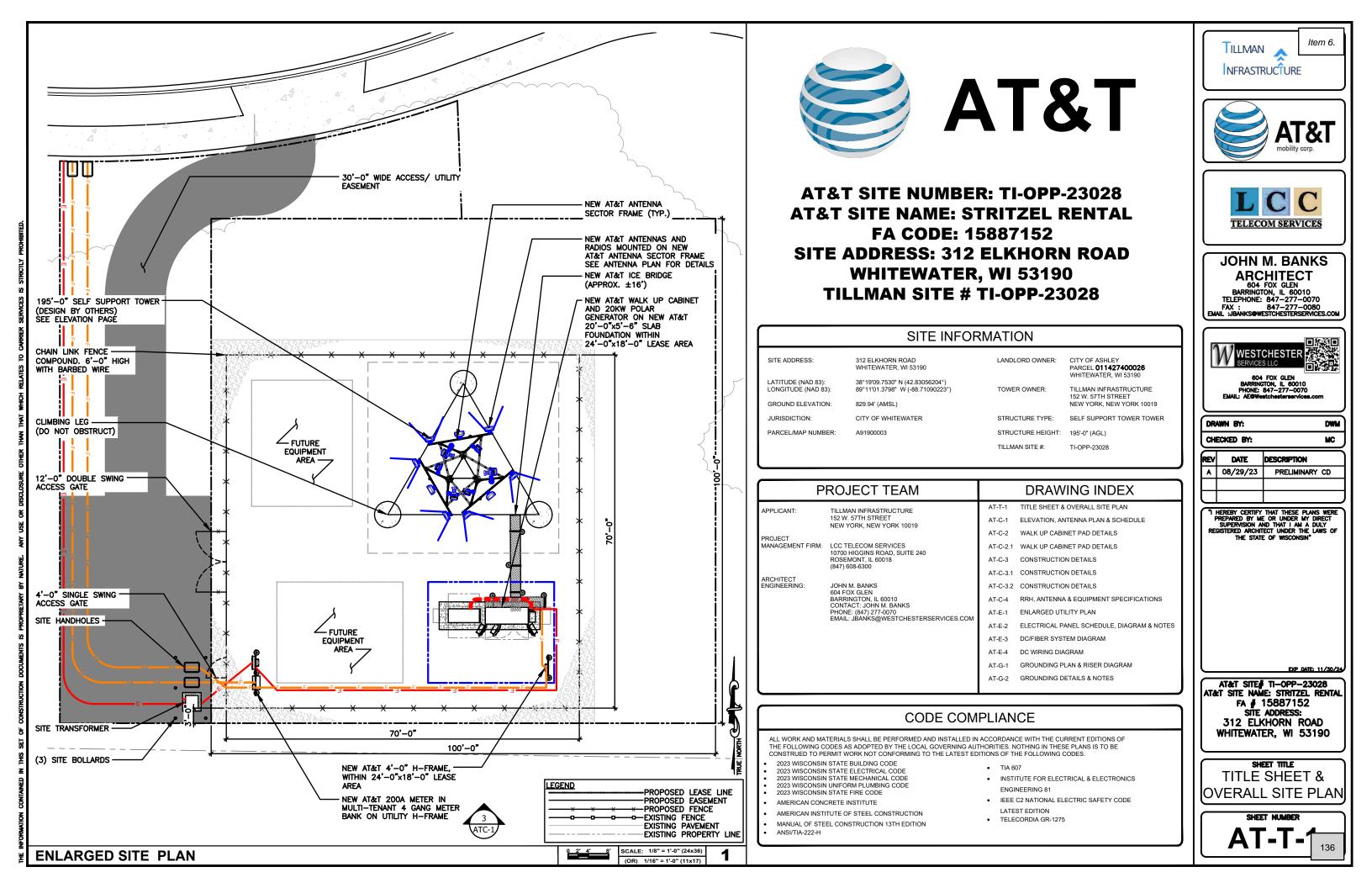


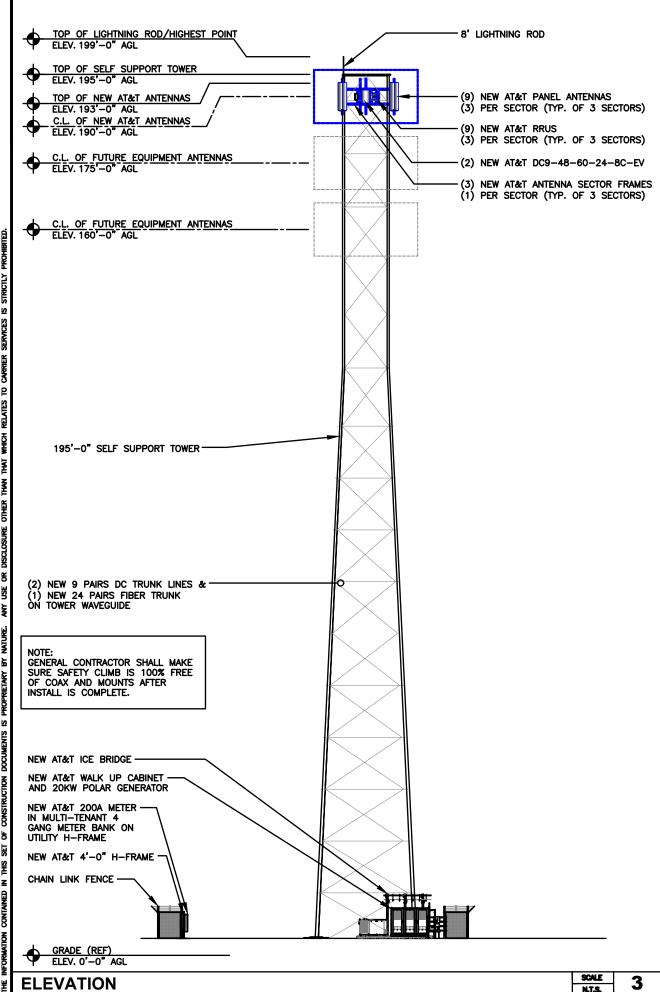


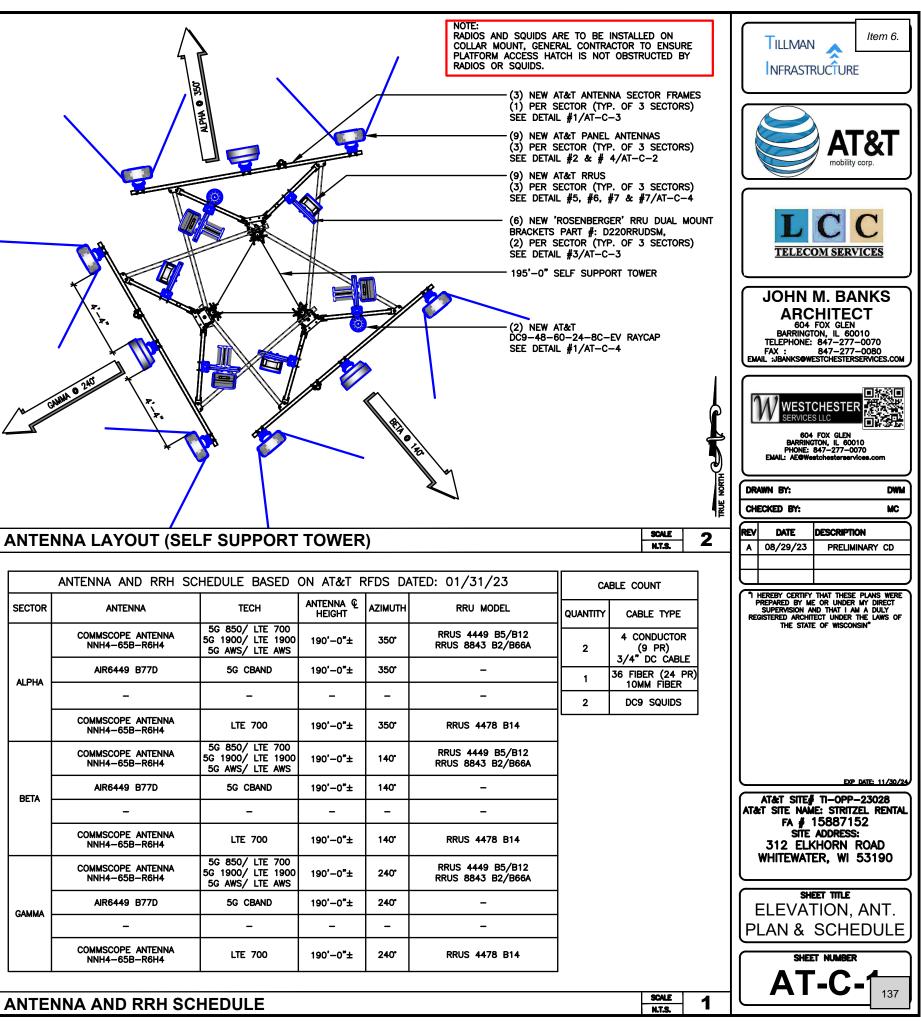






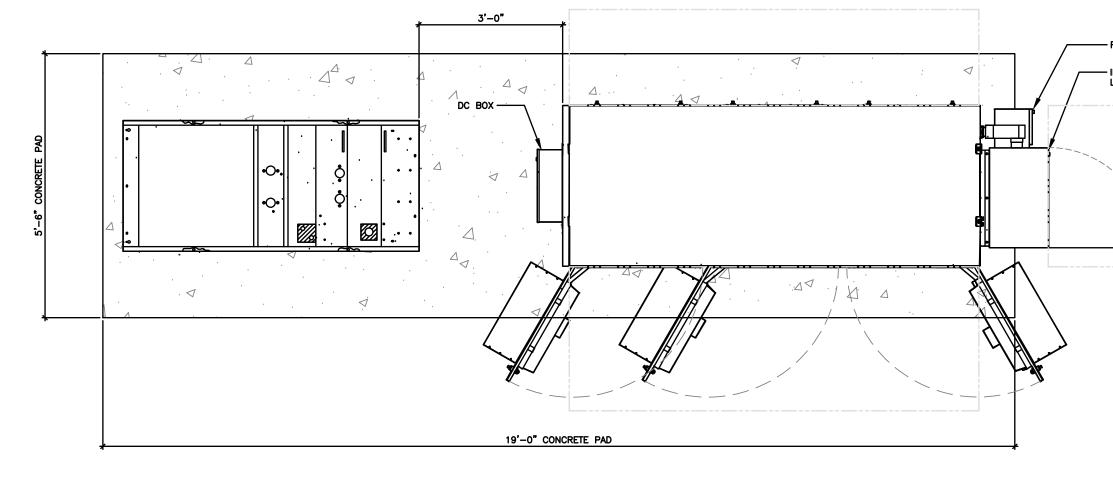




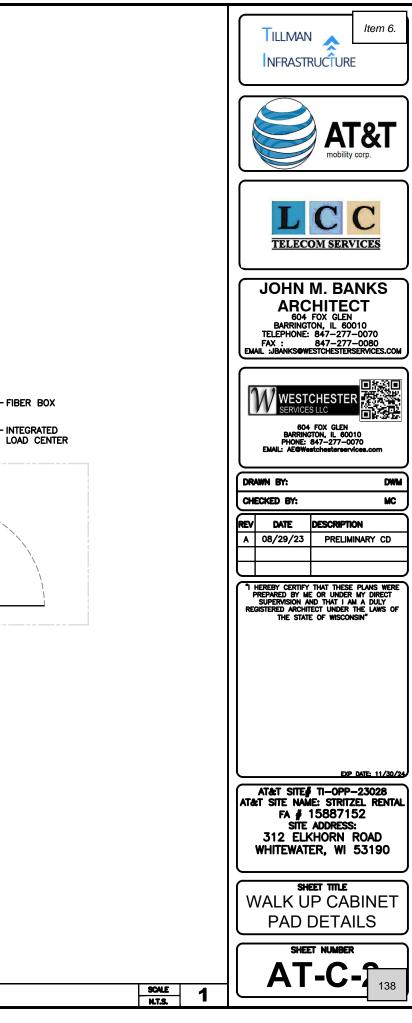


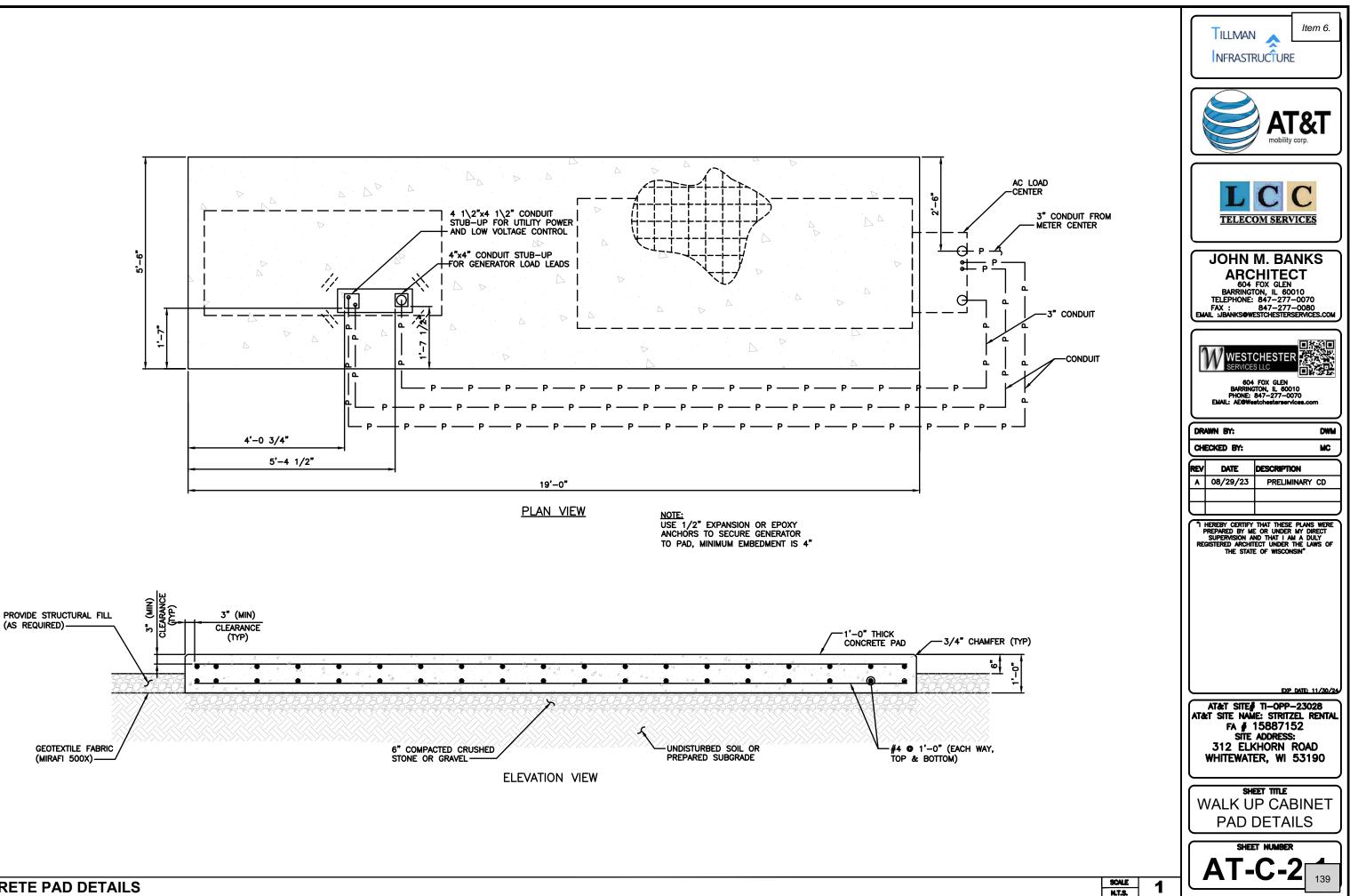
ANTENNA LAYOUT (SELF SUPPORT TOWER)

	ANTENNA AND RRH SC	HEDULE BASED	ON AT&T F	RFDS DA	ATED: 01/31/23		
SECTOR	ANTENNA	TECH	ANTENNA & HEIGHT	AZIMUTH	RRU MODEL		
	COMMSCOPE ANTENNA NNH4-65B-R6H4	5G 850/ LTE 700 5G 1900/ LTE 1900 5G AWS/ LTE AWS	190'-0 " ±	350°	RRUS 4449 B5/ RRUS 8843 B2/E		
	AIR6449 B77D	5G CBAND	190'-0 " ±	350°	-		
ALPHA -	-	-	-	-	-		
COMMSCOPE ANTENNA NNH4-65B-R6H4		LTE 700	190'-0 " ±	350°	RRUS 4478 B		
BETA COMMSCOPE ANTENNA 5G 19 NNH4-65B-R6H4 5G A AIR6449 B77D 5 COMMSCOPE ANTENNA NNH4-65B-R6H4	5G 850/ LTE 700 5G 1900/ LTE 1900 5G AWS/ LTE AWS	190'-0 " ±	140°	RRUS 4449 B5/ RRUS 8843 B2/E			
	AIR6449 B77D	5G CBAND	190'-0"±	140*	-		
	-	-	-	-	-		
	LTE 700	190'-0 " ±	1 40 °	RRUS 4478 B1			
	COMMSCOPE ANTENNA NNH4-65B-R6H4	5G 850/ LTE 700 5G 1900/ LTE 1900 5G AWS/ LTE AWS	190'-0 " ±	240	RRUS 4449 B5/ RRUS 8843 B2/E		
	AIR6449 B77D	5G CBAND	190'-0"±	240	-		
GAMMA -	-	-	-	-	-		
	COMMSCOPE ANTENNA NNH4-65B-R6H4	LTE 700	190'-0 " ±	240°	RRUS 4478 B1		

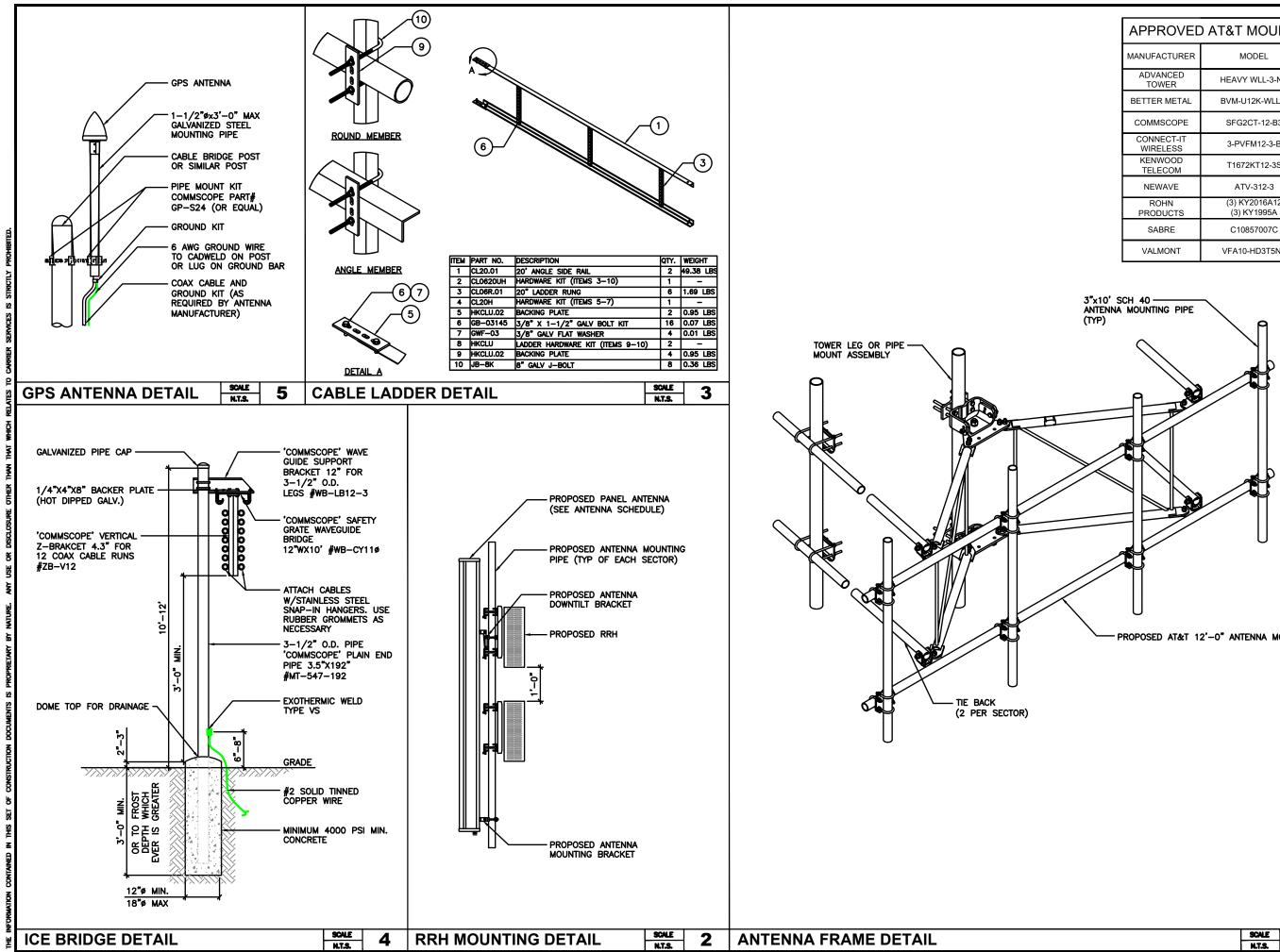


AT&T EQUIPMENT LAYOUT



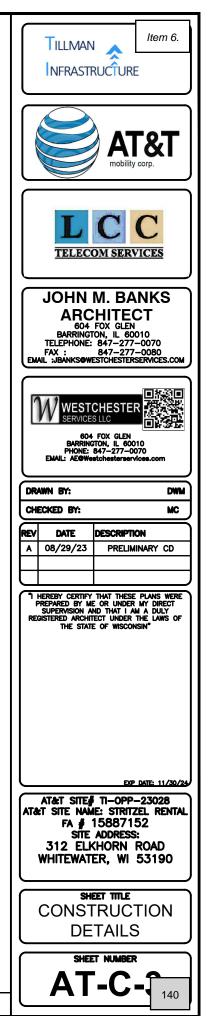


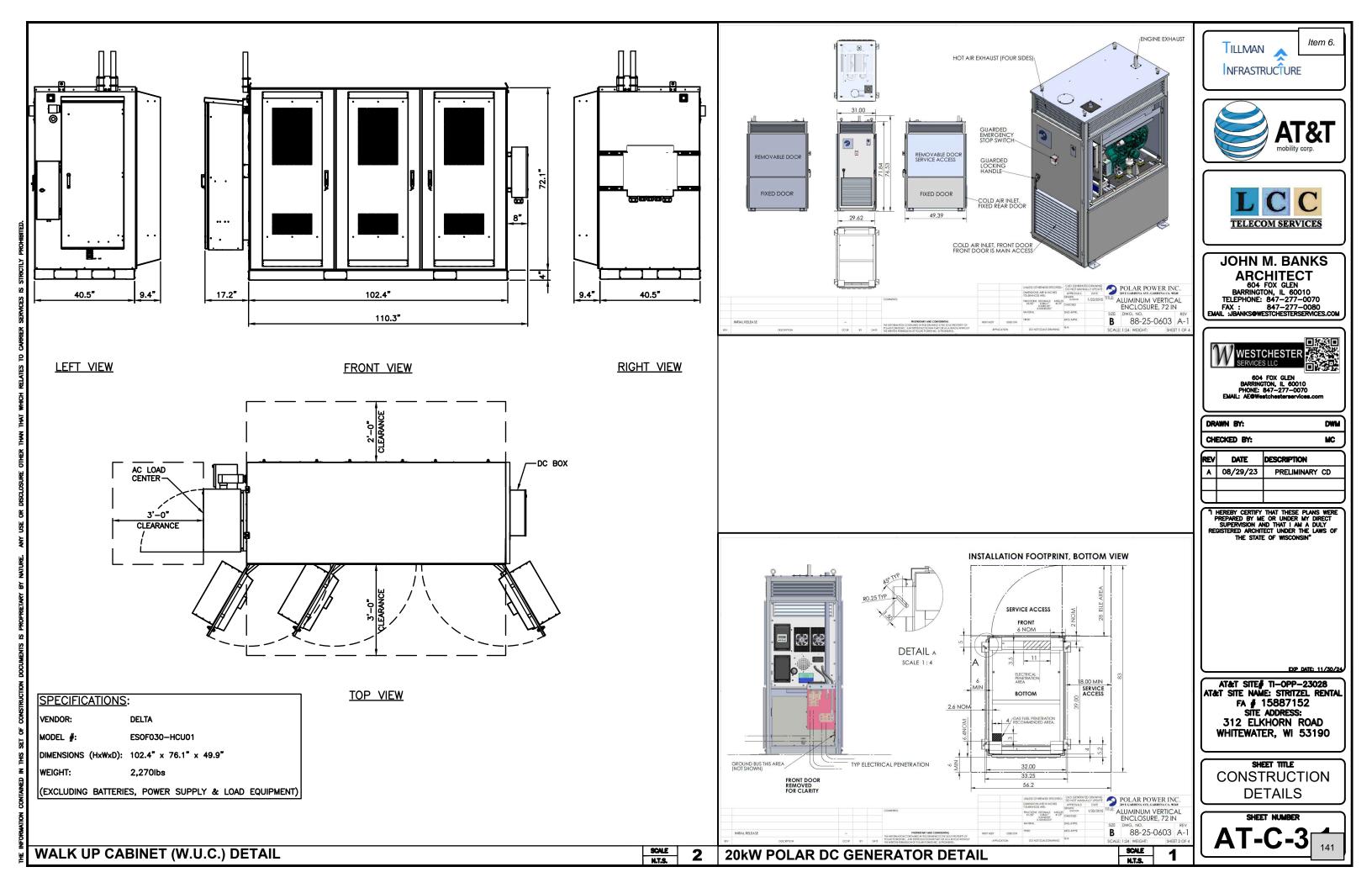
CONCRETE PAD DETAILS

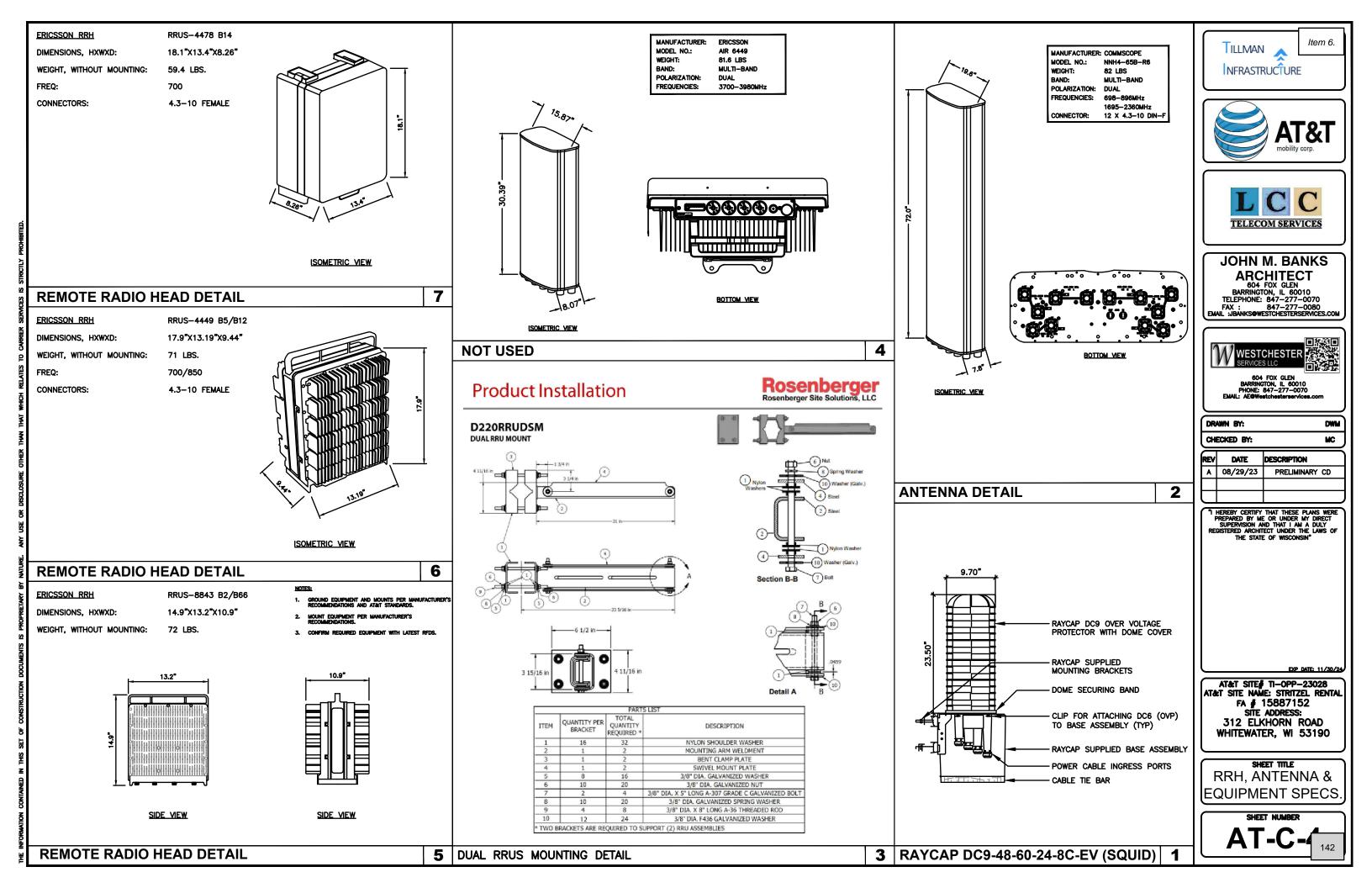


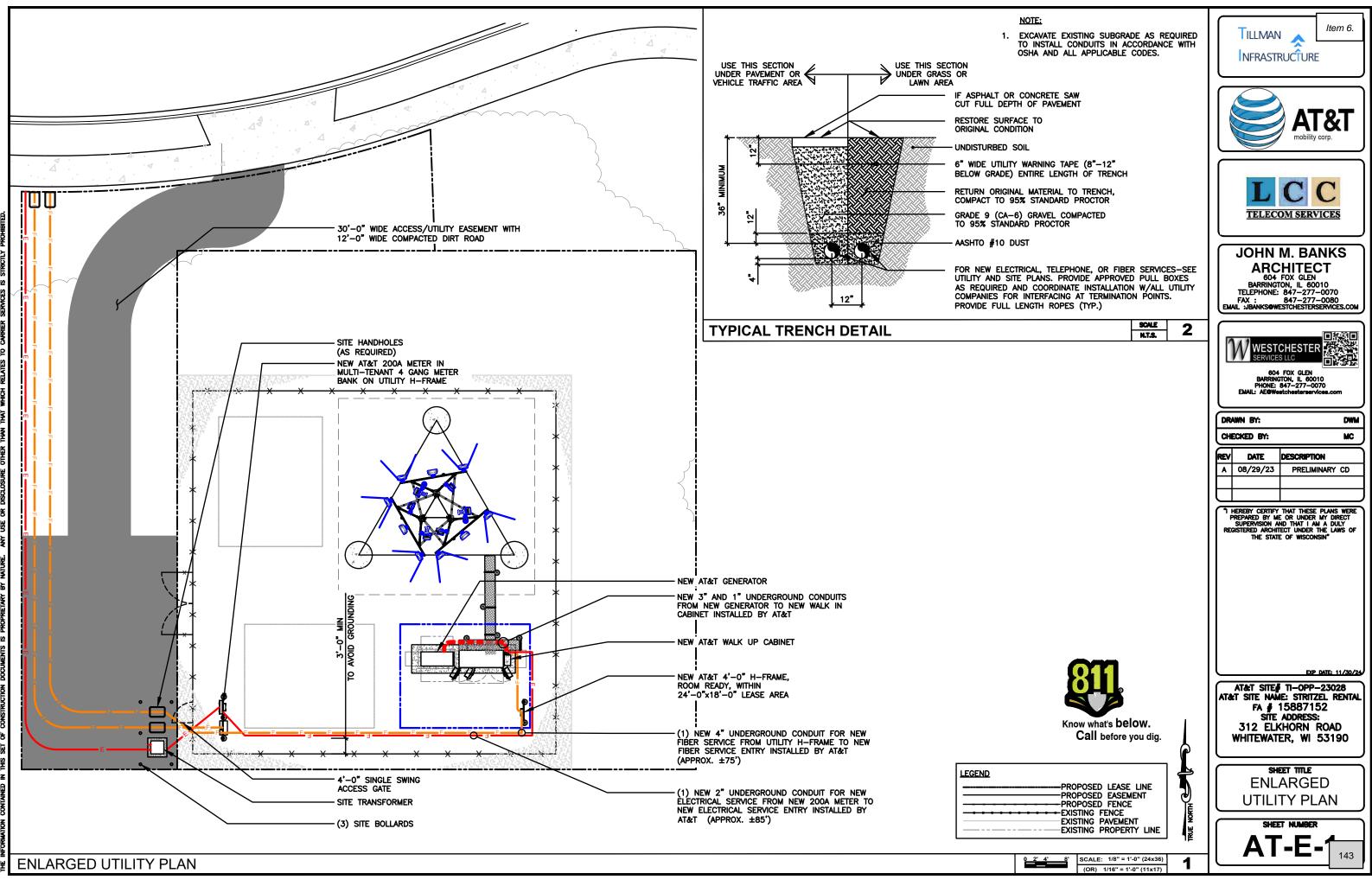
APPROVED	O AT&T MOUNTS
/	
MANUFACTURER	MODEL
ADVANCED TOWER	HEAVY WLL-3-NP
BETTER METAL	BVM-U12K-WLL-3
COMMSCOPE	SFG2CT-12-B3
CONNECT-IT WIRELESS	3-PVFM12-3-B
KENWOOD TELECOM	T1672KT12-3S
NEWAVE	ATV-312-3
ROHN PRODUCTS	(3) KY2016A12 (3) KY1995A
SABRE	C10857007C
VALMONT	VFA10-HD3T5NP

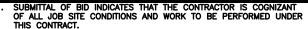
PROPOSED AT&T 12'-0" ANTENNA MOUNT











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SCALE

N.T.S.

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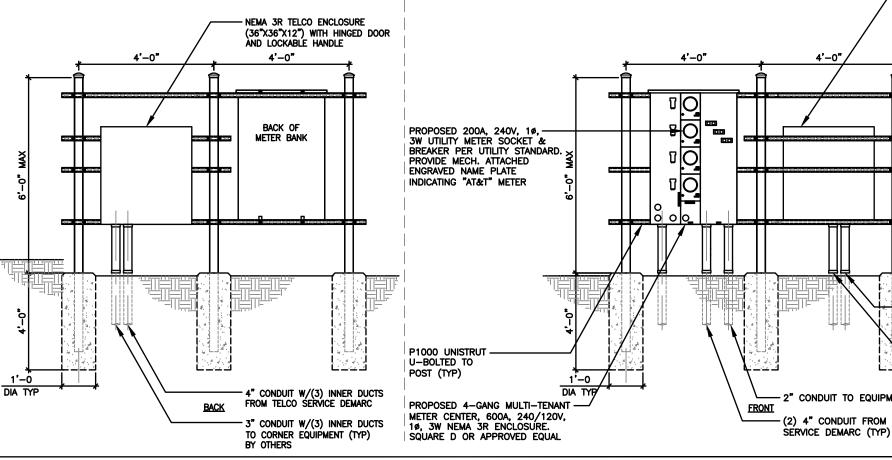
CONSTRUCTION MANAGER

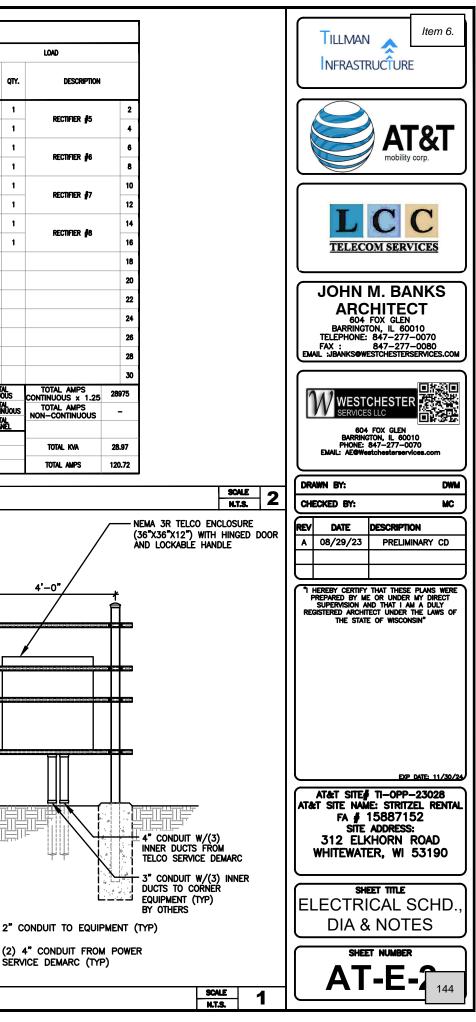
ELECTRICAL NOTES

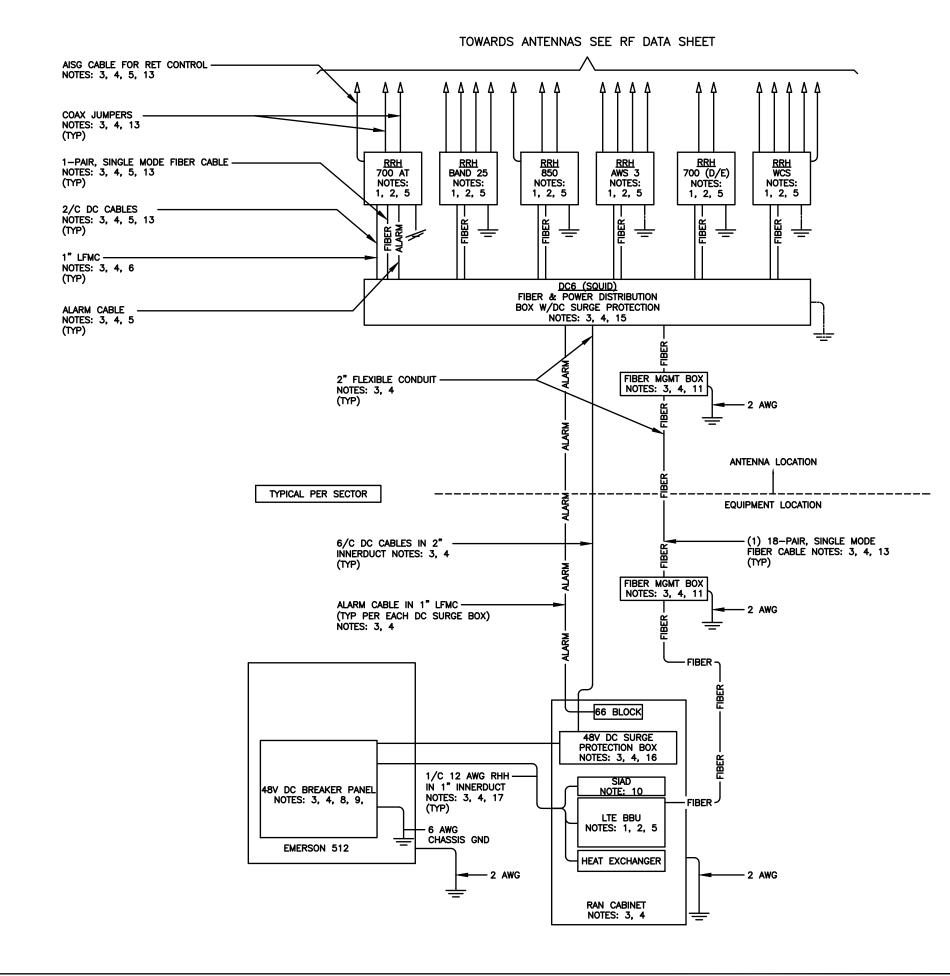
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AT&T P - B PANEL SCHEDULE

UTILITY FRAME DETAIL







NOTES:

- 1. FURNISHED BY OEM/AT&T.
- 3. FURNISHED BY OTHERS
- 4. INSTALLED BY OTHERS
- 5. FINAL CONNECTION BY OEM OR AS SCOPED BY MARKET.
- TERMINATED.
- 7. DELETED.
- 8. BREAKERS SPECIFIED SOLD SEPERATELY.
- 9. BREAKERS TO BE TAGGED AND LOCKED OUT.

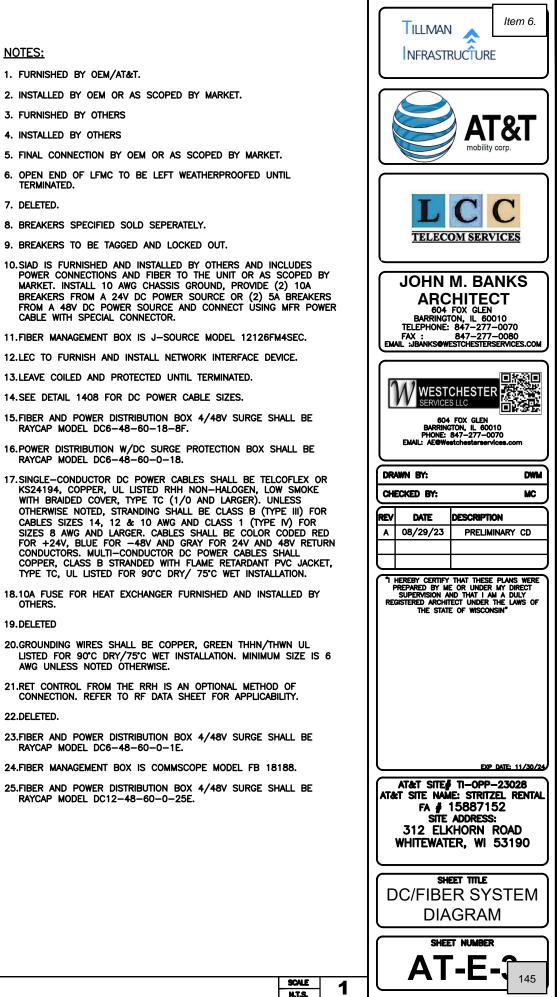
CABLE WITH SPECIAL CONNECTOR.

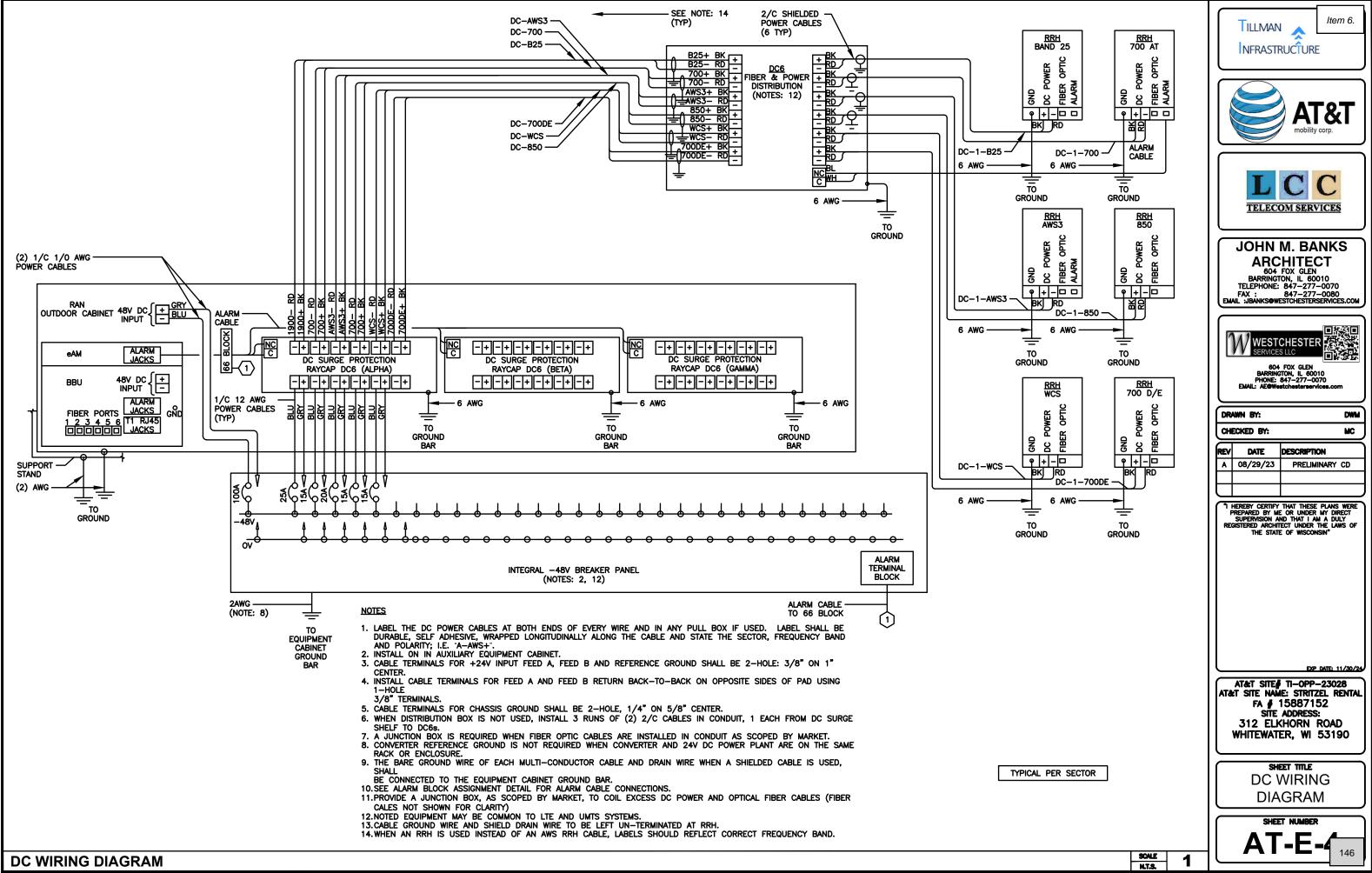
- 13. LEAVE COILED AND PROTECTED UNTIL TERMINATED.
- 14.SEE DETAIL 1408 FOR DC POWER CABLE SIZES.
- RAYCAP MODEL DC6-48-60-18-8F.
- RAYCAP MODEL DC6-48-60-0-18.
- OTHERS.

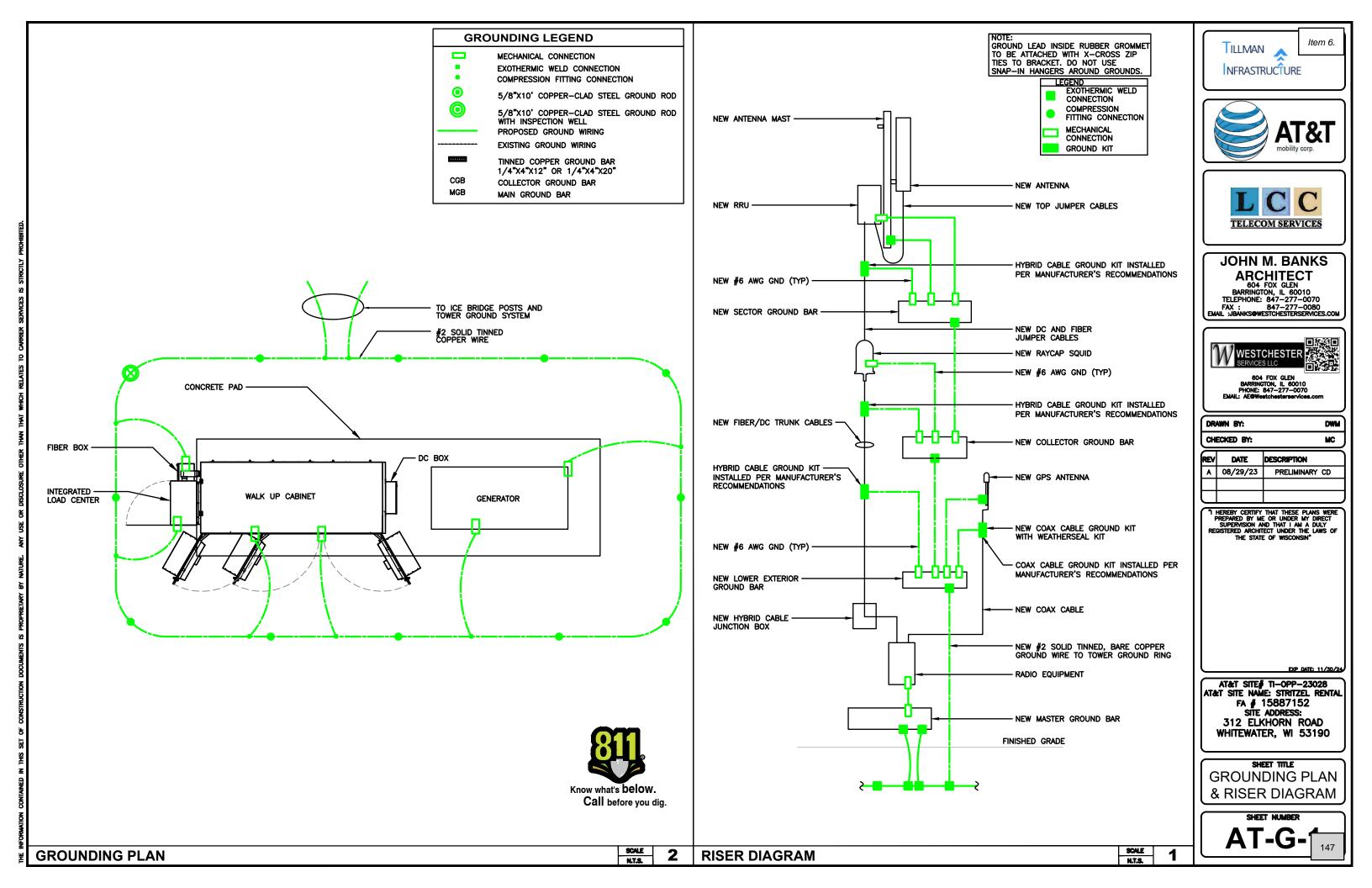
19.DELETED

- AWG UNLESS NOTED OTHERWISE
- 22.DELETED.
- RAYCAP MODEL DC6-48-60-0-1E.
- RAYCAP MODEL DC12-48-60-0-25E.

DC/FIBER SYSTEM DIAGRAM







GROUNDING NOTES:

- GROUNDING SHALL COMPLY WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE.
- ALL GROUNDING DEVICES SHALL BE U.L. APPROVED OR LISTED FOR THEIR INTENDED USE.
- ALL WIRES SHALL BE AWG THHN/THWN COPPER UNLESS NOTED OTHERWISE.
- GROUNDING CONNECTIONS TO GROUND RODS, GROUND RING WIRE, TOWER BASE AND FENCE POSTS SHALL BE EXOTHERMIC ("CADWELDS") UNLESS NOTED OTHERWISE. CLEAN SURFACES TO SHINY METAL. WHERE GROUND WIRES ARE CADWELDED TO GALVANIZED SURFACES, SPRAY CADWELD WITH GALVANIZING PAINT.
- GROUNDING CONNECTIONS TO GROUND BARS ARE TO BE TWO-HOLE BRASS MECHANICAL CONNECTORS WITH STAINLESS STEEL HARDWARE (INCLUDING SCREW SET) CLEAN GROUND BAR TO SHINY METAL. AFTER MECHANICAL CONNECTION, TREAT WITH PROTECTIVE ANTIOXIDANT COATING.
- GROUND COAXIAL CABLE SHIELDS AT BOTH ENDS WITH MANUFACTURER'S GROUNDING KITS.
- ROUTE GROUNDING CONDUCTORS THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. BEND GROUNDING LEADS WITH A MINIMUM 12" RADIUS.
- INSTALL #2 AWG GREEN-INSULATED STRANDED WIRE FOR ABOVE GRADE GROUNDING AND **#**2 BARE TINNED COPPER WIRE FOR BELOW GRADE GROUNDING UNLESS OTHERWISE NOTED.
- REFER TO GROUNDING PLAN FOR GROUND BAR LOCATIONS. GROUNDING CONNECTIONS SHALL BE EXOTHERMIC TYPE ("CADWELDS") TO ANTENNA MOUNTS AND GROUND RING, REMAINING GROUNDING CONNECTIONS SHALL BE COMPRESSION FITTINGS. CONNECTIONS TO GROUND BARS SHALL BE MADE WITH TWO-HOLE
- 10. THE GROUND ELECTRODE SYSTEM SHALL CONSIST OF DRIVEN GROUND RODS POSITION ACCORDING TO GROUNDING PLAN. THE GROUND RODS SHALL BE 5/8"X10'-0" COPPER CLAD STEEL INTERCONNECTED WITH #2 BARE TINNED COPPER WIRE BURIED 36" BELOW GRADE. BURY GROUND RODS A MAXIMUM OF 15' APART, AND A MINIMUM OF 8' APART.
- 1. IF ROCK IS ENCOUNTERED GROUND RODS SHALL BE PLACED AT AI OBLIQUE ANGLE NOT TO EXCEED 45°.
- 12. EXOTHERMIC WELDS SHALL BE MADE IN ACCORDANCE WITH ERICO PRODUCTS BULLETIN A-AT.
- 13. CONSTRUCTION OF GROUND RING AND CONNECTIONS TO EXISTING GROUND RING SYSTEM SHALL BE DOCUMENTED WITH PHOTOGRAPHS PRIOR TO BACKFILLING SITE. PROVIDE PHOTOS TO THE VERIZON WIRELESS CONSTRUCTION MANAGER.
- 4. ALL GROUND LEADS EXCEPT THOSE TO THE EQUIPMENT ARE TO BE #2 BARE TINNED COPPER WIRE. ALL EXTERIOR GROUND BARS
- 15. PRIOR TO INSTALLING LUGS ON GROUND WIRES, APPLY THOMAS & BETTS KOPR-SHIELD (TM OF JET LUBE INC.). PRIOR TO BOLTING GROUND WIRE LUGS TO GROUND BARS, APPLY KOPR-SHIELD OR FOLIAL
- 16. ENGAGE AN INDEPENDENT ELECTRICAL TESTING FIRM TO TEST AND VERIFY THAT IMPEDANCE DOES NOT EXCEED FIVE OHMS TO GROUN BY MEANS OF "FALL OF POTENTIAL TEST". TEST SHALL BE WITNESSED BY A METROPCS REPRESENTATIVE, AND RECORDED ON THE "GROUND RESISTANCE TEST" FORM.
- WHERE BARE COPPER GROUND WIRES ARE ROUTED FROM ANY CONNECTION ABOVE GRADE TO GROUND RING, INSTALL WIRE IN 3/4" PVC SLEEVE, FROM 1' BELOW GRADE AND SEAL TOP WITH
- 8. PREPARE ALL BONDING SURFACES FOR GROUNDING CONNECTIONS BY REMOVING ALL PAINT AND CORROSION DOWN TO SHINY METAL. FOLLOWING CONNECTION, APPLY APPROPRIATE ANTI-OXIDIZATION
- 9. ANY SITE WHERE THE EQUIPMENT (BTS, CABLE BRIDGE, PPC, GENERATOR, ETC.) IS LOCATED WITHIN 6 FEET OF METAL FENCING, THE GROUND RING SHALL BE BONDED TO THE NEAREST FENCE POST USING (3) RUNS OF #2 BARE TINNED COPPER WIRE.

SCALE

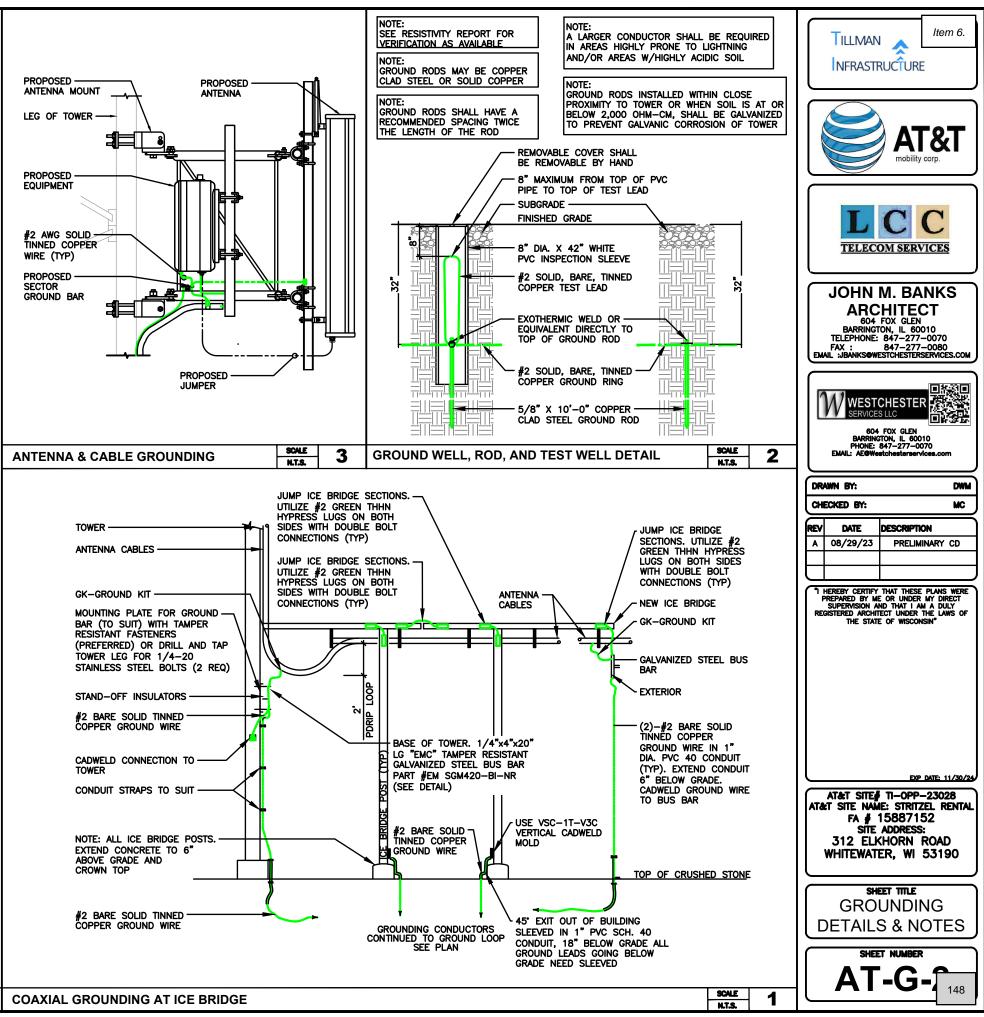
NTS.

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CABLE COLOR CODING NOTES:

- SECTOR ORIENTATION/AZIMUTH WILL VARY FROM REGION AND IS SITE SPECIFIC. REFER TO RF REPORT FOR EACH SITE TO DETERMINE THE ANTENNA LOCATION AND FUNCTION OF EACH TOWER SECTOR FACE.
- THE ANTENNA SYSTEM CABLES SHALL BE LABELED WITH VINYL TAPE EXCEPT IN LOCATIONS WHERE ENVIRONMENTAL CONDITIONS CAUSE PHYSICAL DAMAGE, THEN PHYSICAL TAGS ARE PREFERRED.
- THE STANDARD IS BASED ON EIGHT COLORED TAPES RED, BLUE, GREEN, YELLOW, ORANGE, BROWN, WHITE & VIOLET. THESE TAPES MUST BE 3/4" WIDE & UV RESISTANT SUCH AS SCOTCH 35 VINYL ELECTRICAL COLOR CODING TAPE AND SHOULD BE READILY AVAILABLE TO THE ELECTRICIAN OR SUBCONTRACTOR ON SITE.
- USING COLOR BANDS ON THE CABLES, MARK ALL RF CABLES BY SECTOR AND NUMBER AS SHOWN ON "CABLE MARKING COLOR CONVENTION TABLE".
- WHEN AN EXISTING COAXIAL LINE THAT IS INTENDED TO BE A WHEN AN EXISTING COAXIAL LINE THAT IS INTENDED TO BE A SHARED LINE BETWEEN GSM/3G AND IS-136 TDMA IS ENCOUNTERED, THE SUBCONTRACTOR SHALL REMOVE THE EXISTING COLOR CODING SCHEME AND REPLACE IT WITH THE COLOR CODING AND TAGGING STANDARD THAT IS OUTLINED IN THE CURRENT VERSION OF ND-00027. IN THE ABSENCE OF AN EXISTING COLOR CODING TAGGING SCHEME, OR WHEN INSTALING PROPOSED COAXIAL CABLES, THIS GUIDELINE SHALL BE IMPLEMENTED AT THAT SITE PEGABORESS OF TECHNOLOGY
- ALL COLOR CODE TAPE SHALL BE 3M-35 AND SHALL BE A MINIMUM OR (3) WRAPS OF TAPE AND SHALL BE NEATLY TRIMMED AND SMOOTHED OUT SO AS TO AVOID UNRAVELING.
- All color bands installed at the top of tower shall be a minimum of 3" wide and shall have a minimum of 3/4" of space in between each color.
- ALL COLOR CODES SHALL BE INSTALLED AS TO ALIGN NEATLY WITH ONE ANOTHER FROM SIDE TO SIDE.
- IF EXISTING CABLES AT THE SITE ALREADY HAVE A COLOR CODING SCHEME AND THEY ARE NOT INTENDED TO BE REUSED OR SHARED WITH THE GSM TECHNOLOGY, THE EXISTING COLOR CODING SCHEME ALL REMAIN UNTOUCHED.
- CABLE MARKING TAGS:
- When using the alternative labeling method, each RF cable shall be identified with a metal id tag made of stainless steel or brass. The tag shall be $1-1/2^{"}$ in diameter with $1/4^{"}$ stamped letters and numbers indication the sector, antenna position and cable number. Id marking locations should be as per "cable marking locations table". The tag should be ATTACHED WITH CORROSION PROOF WIRE AROUND THE CABLE AT THE SAME LOCATION AS DEFINED ABOVE. THE TAG SHOULD BE LABELED AS SHOWN ON THE "GSM AND UMTS LINE TAG" DETAIL.

-					
	CABLE MARKING LOCATIONS TABLE				
	NO.	LOCATIONS			
	1	EACH JUMPER SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS.			
•	2 EACH MAIN COAX SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS AT THE TOP JUMPER CONNECTION AND WITH (1) SET OF 3/4" WIDE COLOR BANDS PRIOR TO ENTERING THE BTS OR SHELTER.				
	3	CABLE ENTRY PORT ON THE INTERIOR OF SHELTER.			
	€	ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF THE BOTTOM JUMPER.			
	5	ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF $3/4^{\circ}$ wide bands on each end of the bottom jumper.			







TILLMAN INFRASTRUCTURE LLC AT&T MOBILITY



APPLICATION FOR CONDITIONAL USE PERMIT AND VARIANCE FOR THE PROPOSED WIRELESS COMMUNICATIONS FACILITY IN THE CITY OF WHITEWATER

AT

312 ELKHORN RD, WHITEWATER, WI 53190 TILLMAN INFRASTRUCTURE SITE # TI-OPP-23028

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- 2. Application Materials
- 3. Project Narrative
- 4. Site Data Sheet
- 5. Completed Land Use Application
- 6. Legal Description
- 7. Statement of Compliance with WI State Statute §66.0404
- 8. Statement of Compliance with Whitewater Ordinances Chapters 19.55 & 19.66
- 9. Request for Variance from Whitewater Ordinance Section 19.55.070(F)
- 10. Site Plan
- 11. Sworn Statement of Carrier Wis. Stat. § 66.0404(2)(2)(b)(5)
- 12. Propagation Maps
- **13.** Purchase Agreement
- 14. Tower Removal Bond
- **15. Certification of Insurance**

Letter of Application

2/16/2024

City of Whitewater Plan Commission 312 W. Whitewater Street P.O. Box 178 Whitewater, WI 53190

RE: Conditional Use and Variance Approval Applications Tillman Infrastructure Site Number TI-OPP-23028 312 Elkhorn Road, Whitewater, WI 53190 (Parcel ID A91900003)

Dear Commissioners:

Tillman Infrastructure LLC has partnered with AT&T Mobility to construct a new wireless communications facility at the above-referenced location, to be used by AT&T and other wireless carriers. This is an application for a Conditional Use Permit for this telecommunications facility under Wisconsin State Statute section 66.0404 and Chapter 19.55 of the City of Whitewater Code of Ordinances. Additionally, this application requests, if deemed necessary, that the Board of Zoning Appeals grant a variance from Section 19.55.070(F) of the City of Whitewater Code of Ordinances.

The proposed mobile service support structure is intended to fill in coverage gaps and improve AT&T wireless internet service in the eastern area of the City of Whitewater provide adequate space for AT&T to deploy FirstNet, the first nationwide communications network dedicated for first responders. The proposed structure will consist of a 195'-0" self-support tower, to be located within a 70-0" x 70'-0" fenced compound located within a 100'-0" x 100'-0" lease area. The proposed tower will be erected, owned, and managed by Tillman Infrastructure, and AT&T Mobility will locate its antennas on the tower and its equipment in the compound upon completion. The facility is unstaffed and will only require service technicians, in a pick-up/van sized vehicle, to visit the site approximately once per month after the facility is completed.

On behalf of Tillman Infrastructure LLC and AT&T Mobility, LCC Telecom Services has submitted all required documentation for the proposed tower in accordance with the City of Whitewater Code of Ordinances and Wisconsin State Statute section 66.0404 for this application to be deemed complete. Should you have any questions, please feel free to contact me. I look forward to working with you during the approval process to provide the residents of Whitewater.

Sincerely,

John Burchfield, Zoning Project Manager, LCC Telecom Services Phone: 224-803-6451 Email: jburchfield@lcctelecom.com

Application Materials

Project Narrative

As an agent for Tillman Infrastructure LLC and AT&T Mobility, LCC Telecom Services, LLC seeks approval for a Conditional Use Permit and any other permits or approvals necessary to install a new wireless communications facility on property located at 312 Elkhorn Rd in Whitewater. Tillman Infrastructure LLC has an agreement with AT&T Mobility to develop this site for its carrier services. In addition to this carrier, the site will be offered as a shared facility to any other communication carriers that have a need for a facility in this area. AT&T Mobility has acquired the necessary licenses from the Federal Communications Commission ("FCC") to provide Personal Communications Services ("PCS") coverage throughout the United States. These licenses include the City of Whitewater

The property on which the telecommunications facility is proposed is zoned Community Business (B-1). Per Section19.27.030(P) of the Code of Ordinances, a Conditional Use Permit, subject to the requirements of Chapter 19.55, is required for the siting and construction of any new wireless communications facility in the B-1 District.

The proposed mobile service facility that Tillman Infrastructure LLC would install for AT&T Mobility services is necessary to provide uninterrupted PCS services to the residents of Whitewater, including wireless phone service, voice paging, messaging, and wireless internet and broadband data. All registered wireless providers' technology operates at various radio frequency bands allocated by the FCC as part of their license.

PCS systems operate on a grid system where overlapping cells mesh together, forming a seamless network. No single site can function as a stand-alone entity as each site is interconnected, forming the network. The technical criteria for establishing cell sites are very exacting as to the location and height. The proposed site at 312 Elkhorn Rd within the geographic area deemed necessary for AT&T Mobility and various other wireless telecommunications providers to provide uninterrupted services. The propagation maps included with this application show the area of coverage need and the coverage provided by this proposed tower.

The proposed mobile service facility will consist of a 195'-0'' tall self-supporting tower within a $100'-0'' \times 100-0''$ lease area. The proposed facility's designated location is within

a vacant lot southwest of the traffic circle at Clay St and Elkhorn Road. The proposed access to the facility will be through an existing curb cut on the property at Clay road.

The facility is unstaffed and will only require service technicians, in a pick-up/van sized vehicle, to visit the site approximately once per month. The site is entirely self-monitored through a sophisticated alarm system which is connected to a main switch station. The system alerts personnel to any equipment malfunction or breach of security. There is no need for additional police or fire support. Additionally, there is no impact on town utilities such as water or sanitation as they are not used at the site. The only utilities used in connection with the mobile service facility are power, fiber optic cable, and land-line telephone.

In accordance with FCC regulations, the mobile service facility will not interfere with any form of communications, including but not limited to, land-line phones, cable and satellite television and radio broadcasts. PCS technology has become a vital part of emergency services, aiding residents and motorists in a variety of situations, thus helping to protect the general public's health, safety and welfare.

The proposed mobile service facility will be designed and constructed to meet all applicable governmental and industry safety standards, such as National Environmental Protection Act ("NEPA") and National Historic Preservation Act ("NHPA"). Tillman Infrastructure LLC and AT&T Mobility will also comply with all FCC and FAA rules and regulations regarding construction requirements and technical standards. Any and all RF emissions are subject to the exclusive jurisdiction of the FCC. Any height, lighting, or marking issues are subject to the exclusive jurisdiction of the FAA.

LCC Telecom Services, on behalf of Tillman Infrastructure LLC and AT&T Mobility, looks forward to working with the City of Whitewater to bring the benefits of the proposed service to the area. The addition of the facility will ensure the best uninterrupted wireless services for the City. This application addresses all standards and satisfies the requirements of the City of Whitewater Zoning Ordinance and follows Wisconsin state statutes.

Site Data Sheet

Applicant:	Tillman Infrastructure LLC 152 West 57 th Street 27 th Floor New York, NY 10019 AT&T Mobility 930 National Parkway Schaumburg, IL 60173
Agent:	John Burchfield LCC Telecom Services 10700 Higgins Road Suite 240 Rosemont, IL 60018
Tower Owner:	Tillman Infrastructure 152 West 57 th Street 27 th Floor New York, NY 10019
Applicant's Interest in the Property:	Leasehold
Property Owner:	Stritzel Rental Properties, LLC
Address of Property:	312 Elkhorn Road, Whitewater, WI 53190
	10100000
Parcel Number:	A91900003
Request:	Application for a Conditional Use Permit, Variance, and any other approvals or permits necessary to erect a 195'-0" self-support communications tower to be located within a 100'-0" x 100'-0" lease parcel.

Legal Description

PARENT PARCEL, LEGAL DESCRIPTION (NOT FIELD SURVEYED) PER TITLE

THE FOLLOWING DESCRIBED REAL ESTATE, TOGETHER WITH THE RENTS, PROFITS, FIXTURES AND OTHER APPURTEMANT INTERESTS, IN WALWORTH COUNTY, STATE OF WISCONSIN:

LOT 3, CERTIFIED SURVEY NO. 919, RECORDED IN VOL. 4 CS, PAGE 152, WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SE ½ SW ¾ OF SECTION 3, T4N, R15E, CITY OF WHITEWATER, WISCONSIN. EXCEPT PARCEL CONVEYED FOR STREET PURPOSES AS CONTAINED IN DEED RECORDED AS DOCUMENT NO. 710998. FURTHER EXCEPTING A PARCEL CONVEYED TO THE STATE OF WISCONSIN FOR HIGHWAY PURPOSES AS CONTAINED IN PARCEL 22 IN TPP 3110-02-21-4.03.

PARCEL ID: /A 91900003

THIS BEING THE SAME PROPERTY CONVEYED TO STRITZEL RENTAL PROPERTIES, LLC, AN UNDIVIDED 1/4 INTEREST IN A DEED FROM TERRENCE L. STRITZEL, DATED 12/30/2016 AND RECORDED 1/3/2017 AS INSTRUMENT NO. 939063.

FURTHER BEING DESCRIBED IN: THIS BEING THE SAME PROPERTY CONVEYED TO STRITZEL RENTAL PROPERTIES, LLC, AN UNDIVIDED 1/4 INTEREST IN A DEED FROM DANIEL J. STRITZEL, DATED 12/30/2016 AND RECORDED 1/3/2017 AS INSTRUMENT NO.939062.

FURTHER BEING DESCRIBED IN: THIS BEING THE SAME PROPERTY CONVEYED TO STRITZEL RENTAL PROPERTIES, LLC, AN UNDIVIDED 1/4 INTEREST IN A DEED FROM STEVEN J. STRITZEL, DATED 12/30/2016 AND RECORDED 1/3/2017 AS INSTRUMENT NO.939061.

FURTHER BEING DESCRIBED IN: THIS BEING THE SAME PROPERTY CONVEYED TO STRITZEL RENTAL PROPERTIES, LLC, AN UNDIVIDED 1/4 INTEREST IN A DEED FROM JANICE R STRITZEL, DATED 12/30/2016 AND RECORDED 1/3/2017 AS INSTRUMENT NO.939060.

PROPOSED LEASE AREA:

A PART OF LOT 3, CERTIFIED SURVEY NO. 919, RECORDED IN VOL. 4 CS, PAGE 152, WALWORTH COUNTY REGISTER OF DEEDS, CITY OF WHITEWATER, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SW CORNER OF SAID LOT 3; THENCE NO0'30'32"E, ALONG THE WEST LINE OF SAID LOT 3, 117.86 FEET TO THE SOUTH LINE OF E. CLAY STREET; THENCE SB8'07'22"E, ALONG THE SAID SOUTH LINE OF E. CLAY STREET; THENCE SB8'07'22"E, ALONG THE SAID SOUTH LINE OF E. CLAY STREET; THENCE SB8'07'22"E, ALONG THE SAID SOUTH LINE OF E. CLAY STREET; THENCE SB8'07'22"E, ALONG THE SAID SOUTH LINE OF E. CLAY STREET; THENCE SB8'07'22"E, ALONG THE SAID SOUTH LINE OF E. CLAY STREET; THENCE SB8'07'22"E, ALONG THE LEASE AREA HEREIN INTENDED TO BE DESCRIBED; THENCE NO0'00'00"E, 100.00 FEET; THENCE N90'00'00"E, 100.00 FEET; THENCE S00'00'00"W, 100.00 FEET; THENCE S90'00'00"W, 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10,000 SQUARE FEET.

PROPOSED ACCESS/UTILITY EASEMENT:

A PART OF LOT 3, CERTIFIED SURVEY NO. 919, RECORDED IN VOL. 4 CS, PAGE 152, WALWORTH COUNTY REGISTER OF DEEDS, CITY OF WHITEWATER, WALWORTH COUNTY, MISCONSIN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SW CORNER OF SAID LOT 3; THENCE NOO'30'32"E, ALONG THE WEST LINE OF SAID LOT 3, 117.86 FEET TO THE SOUTH LINE OF E. CLAY STREET; THENCE S88'D7'22"E, ALONG THE SAID SOUTH LINE OF E. CLAY STREET, 7.55 FEET TO THE POINT OF BEGINNING FOR THE EASEMENT AREA HEREIN INTENDED TO BE DESCRIBED; THENCE SOO'00'00"W, 112.74 FEET; THENCE N90'00'00"E, 30.00 FEET; THENCE N00'00'00"E, 100.00 FEET; THENCE N90'00'00"E, 49.67 FEET; THENCE N02'06'14"W, 24.22 FEET TO THE SAID SOUTH LINE OF E. CLAY STREET, BEINGE N02'06'14"W, 24.22 FEET TO THE SAID SOUTH LINE OF E. CLAY STREET; THENCE N02'06'14"W, 24.22 FEET TO THE SAID SOUTH LINE OF E. CLAY STREET; THENCE SOUTHWESTERLY, ALONG THE SAID SOUTH LINE OF E. CLAY STREET; BEING THE ARC OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 231.50 FEET; AN ARC LENGTH OF 52.95 FEET, CHORD OF SAID ARC BEARS S77'31'49"W, 52.83 FEET; THENCE WESTERLY, ALONG THE SAID SOUTH LINE OF E. CLAY STREET, BEING THE ARC OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 231.50 FEET; THENCE WESTERLY, ALONG THE SAID SOUTH LINE OF E. CLAY STREET, BEING THE ARC OF A CURVE NORTHERLY, HAVING A RADIUS OF 103.00 FEET, AN ARC LENGTH OF 52.95 FEET, CHORD OF SAID ARC BEARS S77'31'49"W, 52.83 FEET; THENCE WESTERLY, ALONG THE SAID SOUTH LINE OF E. CLAY STREET, BEING THE ARC OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 103.00 FEET, AN ARC LENGTH OF 13.80 FEET, CHORD OF SAID ARC BEARS S87'55'13"W, 13.79 FEET; THENCE N88'07'22"W, ALONG THE SAID SOUTH LINE OF E. CLAY STREET, 13.42 FEET TO THE POINT OF BEGINNING, CONTAINING 4,250 SOUARE FEET.

Statement of Compliance with Wisconsin Statute § 66.0404

Wis. Stat. § 66.0404(2)(2)(b) sets out specific requirements and timelines for applications to construct a new mobile service support structure. Wis. Stat. § 66.0404(2)(2)(b) (1-6) outlines six categories of information that may be required to constitute a complete application for a substantial modification or new site. Here, five of the six categories are required, as the present application is for a new mobile service facility and support structure.

The five categories of information required by Wis. Stat. § 66.0404(2)(2)(b) (1-6) are described below, with the statutory requirement listed in bold, and the required document or information identified or outlined below the requirement.

 The name and business address of, and the contact individual for, the applicant. Wis. Stat. § 66.0404(2)(2)(b)(1);

The applicant is Tillman Infrastructure. John Burchfield of LCC Telecom Services is the agent of and contact individual for Tillman Infrastructure. His business address is 10700 W Higgins Rd. Suite 240 Rosemont, IL 60018.

2. The location of the proposed or affected support structure. Wis. Stat. § 66.0404(2)(2)(b)(2):

A support structure is defined in Wis. Stat. §66.0404(1)(I) as "a freestanding structure that is designed to support a mobile service facility. In this case, the proposed support structure is a 195'-0" tall self-support lattice tower. The support structure is proposed to be located at 312 Elkhorn Rd, Whitewater, WI 53190. The support structure will be located within an equipment compound as defined in Wis. Stat. §66.0404(1)(h). This 70'-0" x 70'-0" fenced area is located within a 100'-0" x 100'-0" lease parcel that is part of a larger parent parcel at the above address. The location of the support structure is depicted on the site plans that have been submitted as part of this application.

3. The location of the proposed mobile service facility. Wis. Stat. § 66.0404(2)(2)(b)(3);

A mobile service facility is defined in Wis. Stat. §66.0404(1)(I) as "a set of equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and associated equipment, that is necessary to provide mobile service to a discreet geographic area." In this case, the equipment consists of base station

equipment cabinets and generator within a 24'-0" x 16'-0" area, along with antennas, transmitters, receivers, power supplies, cabling and associated equipment. All of the equipment is necessary to operate the facility.

4. If the application is to substantially modify an existing support structure, a construction plan which describes the proposed modifications to the support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling and related equipment associated with the proposed modifications. Wis. Stat. § 66.0404(2)(2)(b)(4).

Wis. Stat. §66.0404(2)(2)(b)(4) applies only to substantial modification applications as defined in Wis. Stat. §66.0404(1)(s). This section applies only to modification of existing sites and not to the construction of a new site. Accordingly, this information is not required for the Tillman's application.

 A construction plan which describes the proposed mobile service support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment to be placed on or around the new mobile service support structure. Wis. Stat. § 66.0404(2)(2)(b)(5);

The construction plan required for a new mobile service support structure and facility under Wis. Stat. §66.0404(2)(2)(b)(4) has been submitted as part of this application. The construction plan includes all of the elements required under the state statute.

6. An explanation as to why the applicant chose the proposed location and why the applicant did not choose collocation, including a sworn statement from an individual who has responsibility over the placement of the mobile service support structure attesting that collocation within the applicant's search ring would not result in the same mobile service functionality, coverage, and capacity; is technically infeasible; or is economically burdensome to the mobile service provider. Wis. Stat. § 66.0404(2)(2)(b)(6).

Wis. Stat. § 66.0404(2)(2)(b)(5) requires a sworn statement in instances where a carrier is unable to collocate its facilities and must construct a new mobile support structure. A sworn statement has been submitted with the attached application attesting that no other structure within the area would result in the same functionality, coverage, or capacity as the proposed mobile support structure.

Statement of Compliance with City of Whitewater Ordinance Chapters 19.55 & 19.66

Per Section 19.55.040 of the City of Whitewater's Wireless Telecommunications Facilities Ordinance, all new freestanding wireless communication facilities shall require a conditional use permit and meet the standards in Chapters 19.55 and 19.66 in order to obtain approval.

19.55.050 - Required application submittal information.

With the application for plan review or conditional use permit for a wireless telecommunications facility, the petitioner shall submit all information required under <u>Section 19.63.020</u>, along with the following additional information:

A. The identity, legal status, signature and contact information of the carrier, service provider, petitioner, and landowner.

Please see attached site data sheet.

B. FCC license and registration numbers if applicable.

Please see FCC Antenna Registration page below:

w Search 🛛 🖶 Return	to Results 💾 Printable Page 🖺 Refer	ence Copy 🛛 🔥 Map Registra	ation	
Registration Detai				
Registration Detai	1326923	Status	Granted	
File Number	A1253730	Constructed	Granted	
EMI	No	Dismantled		
NEPA		Dismanded		
Antenna Structure				
Structure Type	LTOWER - Lattice Tower			
	Coordinates - Convert to NAD27)			
Lat/Long	42-49-50.1 N 088-42-39.2 W	Address	312 Elkhorn Road	
City, State	Whitewater , WI			
Zip	53190	County	WALWORTH	
Center of AM Array		Position of Tower in Array		
Heights (meters)				
Elevation of Site Abo	ove Mean Sea Level	Overall Height Above	Overall Height Above Ground (AGL)	
253.0		60.7	60.7	
Overall Height Abov	e Mean Sea Level	Overall Height Above	Overall Height Above Ground w/o Appurtenances	
313.7		59.7	59.7	
Painting and Light	ing Specifications			
None				
FAA Notification				
FAA Study	2023-AGL-19759-OE	FAA Issue Date	09/22/2023	
Owner & Contact 1	Information			
FRN	0025969999	Owner Entity Type	Limited Liability Company	
Owner				
Tillman Infrastructure, LLC Attention To: Regulatory 152 West 57th Street New York, NY 10019		P: (212)706-1677 F: E: dmstipo@tillmani		
Contact				
152 West 57th Stree	Attention To: Regulatory 152 West 57th Street New York , NY 10019		P: (212)706-1677 F: E: dmstipo@tillmaninfrastructure.com	

C. A report prepared by a Wisconsin licensed engineer certifying the structural design of the telecommunications facility of a new freestanding wireless telecommunications facility as proposed and its physical ability to accommodate, either initially or at some time in the future, a total of at least three antenna arrays for separate providers.

Please refer to attached site plan showing multiple carrier tower. Applicant is in the business of leasing space on shared towers and all towers constructed are for at least three arrays barring extenuating circumstances. If necessary, Applicant requests that provision of an engineer certified structural design showing capacity for 3 carriers be made a condition of approval.

D. In the case of a leased site, a lease agreement, option or binding lease instrument which does not preclude the lessee from entering into sub-leases on the site at market rates with another co-locating provider(s) and includes the legal description and amount of property lease.

Please find Purchase Agreement attached with protected business information redacted.

E. For a proposed wireless telecommunications facility within a one-mile radius of an airport, copies of an affidavit of notification indicating that the airport operator and airport property owner have been notified via certified mail, along with copies of the determination of no hazard from the FAA or any other finds of the Wisconsin State Bureau of Aeronautics, such as they may apply.

The nearest airport is approximately 1.5 miles SW of proposed facility, so no notices were necessary.

F. Proof of a satisfactory level of liability insurance coverage, with the city of Whitewater listed as an additional named insured party.

Please find a Certificate of Insurance attached.

G. Certified statement and map prepared by a licensed radio frequency engineer showing the coverage area of the proposed facility.

Please see attached Propagation Maps.

H. For a wireless telecommunications facility that requires a conditional use permit, a feasibility analysis that identifies at least three alternative sites, pre-existing freestanding wireless telecommunications facilities, and/or alternative support structures that could technically support a comparable level of service. The intent of this analysis is to present options to minimize the number, size, and adverse environmental impacts of wireless telecommunications facilities. The analysis shall specifically address the potential for co-location on pre-existing freestanding wireless telecommunications facilities and the use of alternative support structures. It shall also explain the rationale for selection of the proposed site in view of the relative merits of the alternatives. Approval of the project is subject to the plan and architectural review commission's determination that the chosen site is more advantageous than any other alternative site that is both technically feasible and available for use. The plan and architectural review commission may choose to independently verify the findings of the analysis at the applicant's expense.

There are no structures of similar height within a 1-mile radius of the proposed facility. No alternative site would technically support a comparable level of service. Three nearby site locations are identified on the attached propagation maps.

I. For a wireless telecommunications facility that requires a conditional use permit, a performance bond in the amount of \$20,000.00 naming the city as obligee, as security for the potential future removal of abandoned or inactivated facilities.

Please see attached Tower Removal Bond.

J. For a wireless telecommunications facility that would be set back from any property line or, principal building a distance less than the height of the facility, including the height of any alternative support structure, an analysis prepared by a licensed structural engineer demonstrating that the facility would not pose a threat to the public, existing principal buildings or adjacent properties in the event of failure.

Please see attached Engineer's Fall Zone Letter

K. The amount and location of any fuel proposed to be stored on site.

Any fuel stored on site will be located in the tank of AT&T's emergency power backup generator and will be approximately 350 gal of diesel fuel, subject to generator specifications.

19.66.050 - Standards for review and approval.

The plan commission shall use the following standards when reviewing applications for conditional use:

A. That the establishment, maintenance, or operation of the conditional use will not create a nuisance for neighboring uses or substantially reduce the values of other property.

With such a small footprint and location in a Community Business (B-1) zoned area, this facility will have little impact on the use and enjoyment of property in the immediate vicinity for the purposes already permitted, nor will there be an adverse effect on property values within the neighborhood. To the contrary, enhanced wireless communications will have a positive influence on the development and values of businesses in this area.

B. That adequate utilities, access roads, parking drainage, landscaping and other necessary site improvements are being provided.

The proposed wireless communications facility is located in an area that will adequately served by existing utilities, and will not impose an undue burden on, any of the improvements, facilities, utilities or services provided by public or private agencies serving the subject property. The proposed facility only needs power and fiber which are readily available at this site. Access will be from a private driveway and adequate drainage is available on site. No other public services will be necessary for the proposed facility.

C. That the conditional use conforms to all applicable regulations of the district in which it is located, unless otherwise specifically exempted in this chapter. Where a variance is required, the plan commission may condition its approval on the subsequent approval of the variance.

The application on behalf of Tillman Infrastructure conforms to the applicable regulations of the B-1 Community Business District. Pursuant to the Whitewater Zoning Ordinance, Section 19.27.030(P), wireless telecommunications facilities are listed as a Conditional Use. The proposed wireless telecommunications facility is designed to conform to all federal, state and local regulations.

D. That the conditional use conforms to the purpose and intent of the city comprehensive plan.

The future land use of the property upon which the proposed facility is to be built is designated as "Mixed-Use" and is surrounded to the north and east by Community Business, and to the south by Two Family/Townhouse Residential. The provision of wireless services to these locations will be a benefit to future development and are in conformity with the comprehensive plan.

E. The conditional use and structures are consistent with sound planning and zoning principles.

Tillman Infrastructure has been sensitive in selecting a site that will minimize the impact on the surrounding property. Its facility will be located on a small unused parcel in a non-residential district and will not disrupt any future development of the area. Due to its location at 312 Elkhorn Rd, it will not impede the normal and orderly development and improvements of surrounding property for uses permitted in this district. To the contrary, enhanced wireless communications will have a positive influence on the development of this area. Wireless telecommunications is a critical system in the current world, both for economic and communications use as well as emergency services; therefore, having robust wireless services is essential for the normal and orderly development of the area.

Request for Variance from Whitewater Ordinance Section 19.55.070(F)

Section 19.55.070 of the City of Whitewater Code of Ordinances lists "structural, design, and aesthetic standards" for wireless telecommunications facilities. Applicant respectfully requests a variance from subsection 19.55.070(f):

"Wireless Telecommunications Support Facilities. All wireless telecommunications support facilities shall be located within enclosed buildings or fully screened rooftop locations. Such accessory buildings shall not exceed fifteen feet in height and twelve hundred square feet in area, unless otherwise permitted by the plan and architectural review commission to facilitate co-location. The design and exterior surfacing of all such buildings or rooftop screening structures shall be in harmony with the existing or desired architecture for the area. The exterior walls of all such buildings shall be masonry, stone, stucco, pre-cast, concrete or other similar surface."

Applicant's proposed support structures are not designed to be enclosed within a solid structure as required by ordinance. Applicant proposes that, along with the standard required landscaping, the standard equipment cabinets shown in the Site Plan will be in harmony with the existing or desired architecture of the area.

Per Whitewater Ordinance Section 19.72.080, no variance shall be granted unless the Board of Zoning Appeals finds beyond a reasonable doubt that all the following facts and conditions exist:

A. The particular physical surroundings, shape, or topographical conditions of the specific property involved would result in a particular hardship upon the owner as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out;

The supporting equipment used by applicant and their sub-lessor AT&T is designed to be located in an all-weather cabinet. An enclosed building is not necessary and would require special design, construction, and potential permitting concerns that the standard cabinet does not. Additionally, Applicant's business is leasing space on their tower and within the lease area at the base of the tower for various carriers. An enclosed building would take up additional space within the lease parcel as compared to the standard all-weather cabinet, creating a hardship on Applicant's use of the parcel and may interfere with future colocation.

B. The conditions upon which the application for a variance is based would not be applicable generally to other property within the same zoning classification;

Properties within the B-1 zoning classification do not generally have wireless telecommunications facilities; therefore, the conditions upon which this variance is based would not be generally applicable to them.

C. The purpose of the variance is not based exclusively upon a desire for economic or other material gain by the applicant or owner;

In addition to significantly higher costs of construction, construction of Applicant's equipment within an enclosed structure potentially limits the ability of Applicant or its sub-lessors to modify or replace their equipment in the future in order to keep up with technological upgrades. Inability to make such upgrades would result in poorer telecommunications service to residents and others in the area.

D. The hardship is not one that is self-created;

Wireless telecommunications technology is constantly evolving; systems that may have previously been necessary to locate inside of enclosed structures are not necessary to be enclosed. The vast majority of AT&T's sites around the region include the standard all-weather cabinet in this installation, and a custom-built enclosure could slow or prevent future upgrades. Such upgrades in technology are necessary to provide the continuous, high-quality, competitive telecommunications services demanded by the general public.

E. The proposed variance will not impair an adequate supply of light and air to adjacent property or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhoods;

The proposed equipment cabinet is approximately 72" tall, smaller and shorter than an enclosed building and will not impair an adequate supply of light and air to adjacent property, increase the danger of fire, nor will it substantially diminish or impair property values within the neighborhood.

F. The proposed variance will not have the effect of permitting a use which is not otherwise permitted in the district;

Wireless telecommunications facilities are permitted by CUP in the B-1 district, along with their supporting equipment. Allowing this variance is a cosmetic variance from an existing use and does not permit a use not otherwise permitted.

G. No variance shall be granted in a floodland district where not in compliance with Section 19.46.070C.4. of this title.

The property is not located in a floodplain.

Site Plan

ILLMAN NFRASTRUCTURE **TILLMAN OPP NUMBER: TI-OPP-23028** SITE NAME: STRITZEL RENTAL SITE ADDRESS: 312 ELKHORN ROAD WHITEWATER, WI 53190 PID: A91900003

FA#:15887152



SCAN FOR DRIVING DIRECTIONS



SITE INFORMATION

SITE ADDRESS:	312 ELKHORN ROAD WHITEWATER, WI 53190
LATITUDE (NAD 83): LONGITUDE (NAD 83):	42°49'50.10234" (42.83056204) -88°42'39.2480" (-88.71090223)
GROUND ELEVATION:	829.94' (AMSL)
JURISDICTION:	CITY OF WHITEWATER
JURISDICTION CONTACT:	CHRIS BENNETT EMAIL: CBENNETT@WHITEWATER-WI.GOV 262-473-0142
PARCEL/MAP NUMBER:	A91900003
PARCEL OWNER:	STRITZEL RENTAL PROPERTIES LLC TBD
TOWER OWNER:	TILLMAN INFRASTRUCTURE 152 W. 57TH STREET NEW YORK, NEW YORK 10019
STRUCTURE TYPE:	SELF SUPPORT TOWER
STRUCTURE HEIGHT:	195'-0" (AGL)
POWER SUPPLIER:	WE ENERGIES 800-242-9137
FIBER SUPPLIER:	TBD TBD

PROJECT TEAM

APPLICANT:	TILLMAN INFRASTRUCTURE 152 W. 57TH STREET NEW YORK, NEW YORK 10019
PROJECT MANAGEMENT FIRM:	LCC TELECOM SERVICES 10700 HIGGINS ROAD, SUITE 240 ROSEMONT, IL 60018 (847) 608-6300
ARCHITECT ENGINEERING:	JOHN M. BANKS 604 FOX GLEN BARRINGTON, IL 60010 CONTACT: JOHN M. BANKS PHONE: (847) 277-0070 EMAIL: JBANKS@WESTCHESTERSERVICES.COM

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CLIRRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES.

- 2023 WISCONSIN STATE BUILDING CODE 2023 WISCONSIN STATE ELECTRICAL CODE
- 2023 WISCONSIN STATE MECHANICAL CODE 2023 WISCONSIN UNIFORM PLUMBING CODE
- 2023 WISCONSIN STATE FIRE CODE
- AMERICAN CONCRETE INSTITUTE
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION
- MANUAL OF STEEL CONSTRUCTION 13TH EDITION
- ANSI/TIA-222-H

- TIA 607
- INSTITUTE FOR ELECTRICAL & ELECTRONICS ENGINEERING 81
- IEEE C2 NATIONAL ELECTRIC SAFETY CODE
- LATEST EDITION TELECORDIA GR-1275

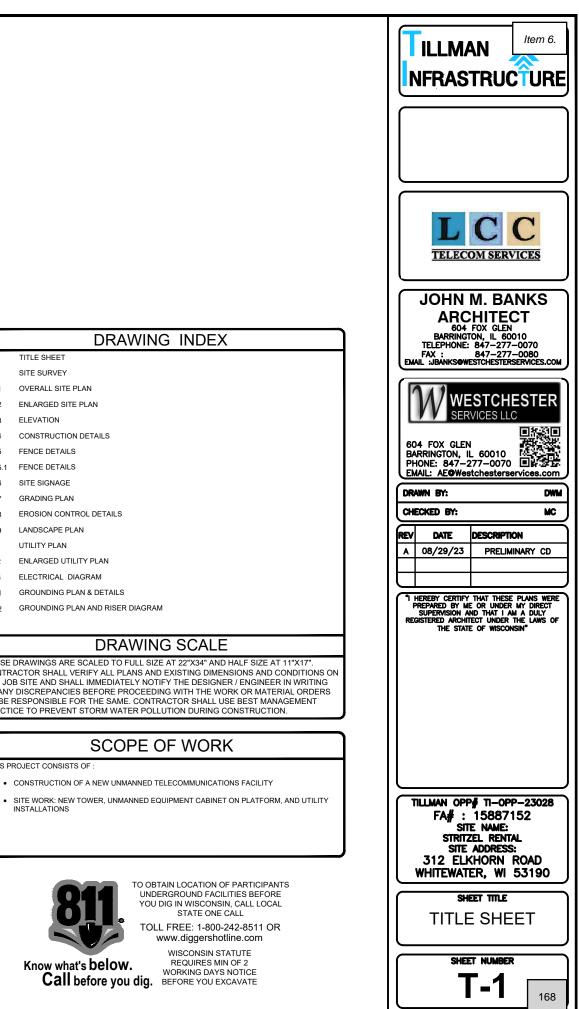
	DRAWING
T-1	TITLE SHEET
B-1	SITE SURVEY
C-1	OVERALL SITE PLAN
C-2	ENLARGED SITE PLAN
C-3	ELEVATION
C-4	CONSTRUCTION DETAILS
C-5	FENCE DETAILS
C-5.1	FENCE DETAILS
C-6	SITE SIGNAGE
C-7	GRADING PLAN
C-8	EROSION CONTROL DETAILS
C-9	LANDSCAPE PLAN
E-1	UTILITY PLAN
E-2	ENLARGED UTILITY PLAN
E-3	ELECTRICAL DIAGRAM
G-1	GROUNDING PLAN & DETAILS
G-2	GROUNDING PLAN AND RISER DIAGRAM
	DRAWING
CONTR THE JO OF ANY OR BE I	DRAWINGS ARE SCALED TO FULL SIZE / ACTOR SHALL VERIFY ALL PLANS AND E B SITE AND SHALL IMMEDIATELY NOTIFY DISCREPANCIES BEFORE PROCEEDING RESPONSIBLE FOR THE SAME. CONTRA CE TO PREVENT STORM WATER POLLU

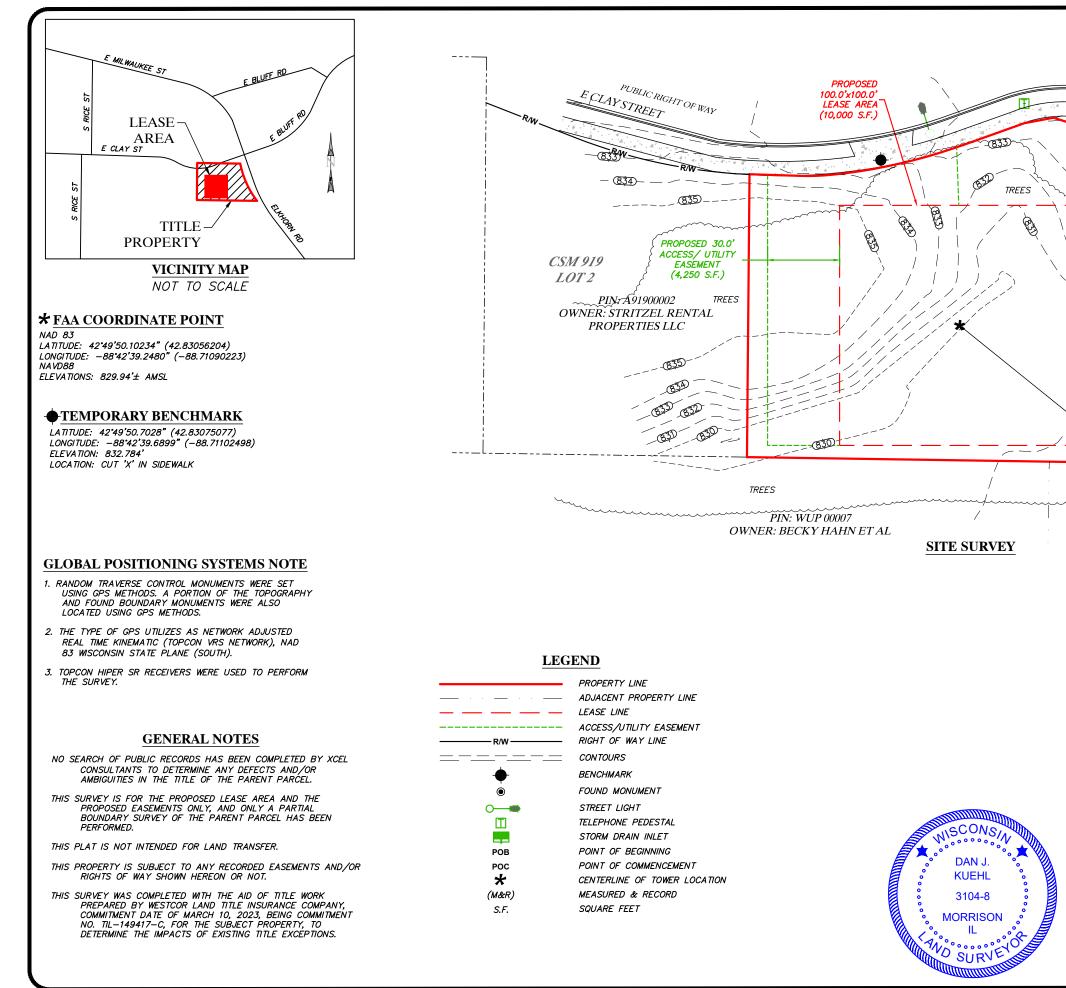
SCOPE OF WORK

- THIS PROJECT CONSISTS OF
- CONSTRUCTION OF A NEW UNMANNED TELECOMMUNICATIONS FACILITY
- INSTALLATIONS



Know what's below. Call before you dig. WORKING DAYS NOTICE BEFORE YOU EXCAVATE





OF PRACTICE.

(C)

832)

GRASS

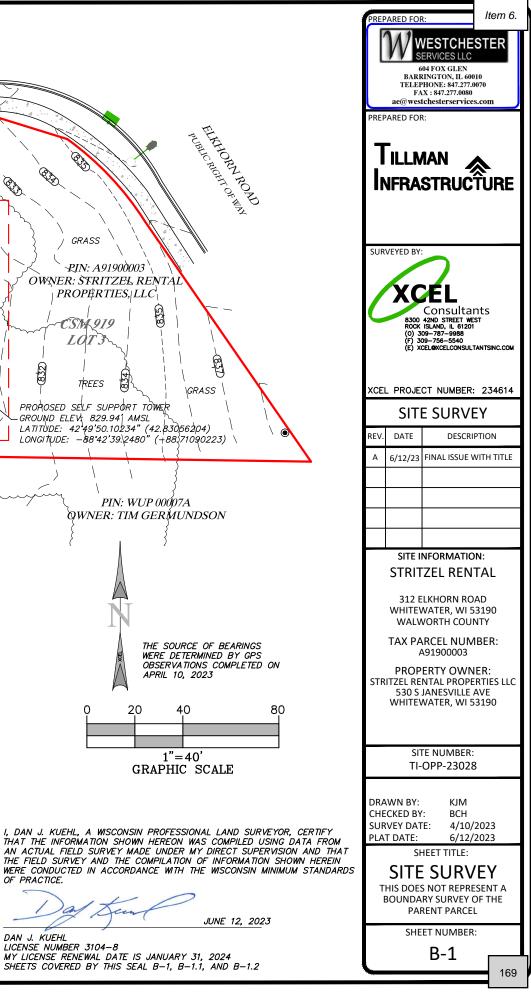
CSM 919

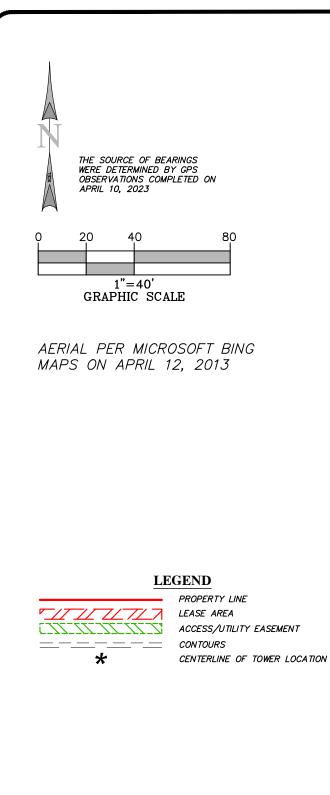
LOT

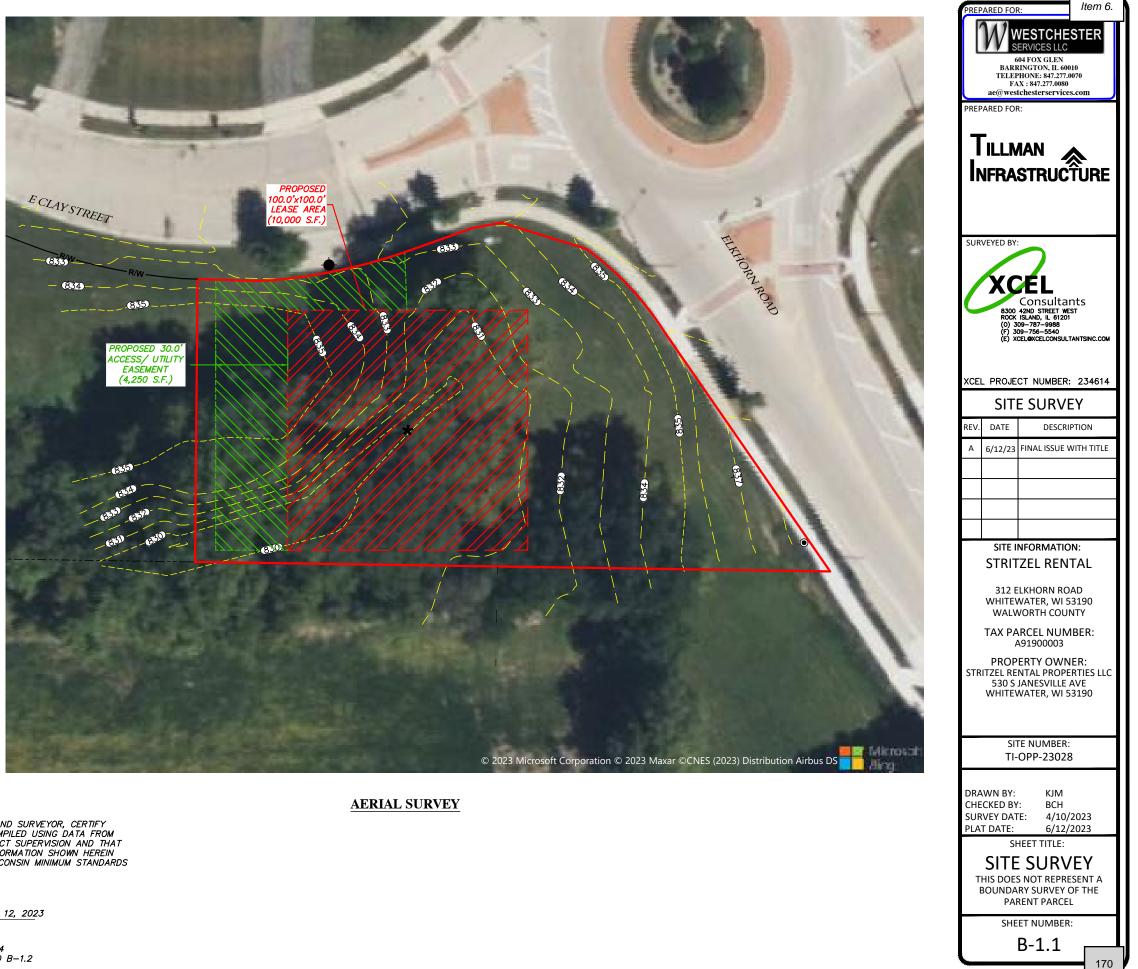
TREES

ES)

DAN J. KUEHL LICENSE NUMBER 3104-8









I, DAN J. KUEHL, A WISCONSIN PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE INFORMATION SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECT SUPERVISION AND THAT THE FIELD SURVEY AND THE COMPILATION OF INFORMATION SHOWN HEREIN WERE CONDUCTED IN ACCORDANCE WITH THE WISCONSIN MINIMUM STANDARDS OF PRACTICE.

JUNE 12, 2023

DAN J. KUEHL LICENSE NUMBER 3104–8 MY LICENSE RENEWAL DATE IS JANUARY 31, 2024 SHEETS COVERED BY THIS SEAL B-1, B-1.1, AND B-1.2

REPORT OF TITLE:

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY XCEL CONSULTANTS, INC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENT OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVDENCE, UNRECORDED EASEMENT, AUGMENTING EASEMENT, IMPLIES OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY WESTCOR LAND TITLE INSURANCE COMPANY, COMMITMENT DATE OF MARCH 10, 2023, BEING COMMITMENT NO. TIL-149417-C, FOR THE SUBJECT PROPERTY, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.

SURVEY MATTERS OR EASEMENTS LISTED IN SCHEDULE 'B':

- 11. ANY AND ALL MATTERS DISCLOSED ON THE MAP ENTITLED "SURVEY MAP" DATED FEBRUARY 28, 1979 AND RECORDED APRIL 9, 1979 IN (BOOK) 4 (PAGE) 152, (INSTRUMENT) 46392 IN WALWORTH COUNTY, WISCONSIN. <u>REFERS TO PARENT TRACT - NOTHING TO PLOT</u>
- 12. ANY AND ALL MATTERS DISCLOSED ON THE MAP ENTITLED "PLAT" DATED JANUARY 6, 2016 AND RECORDED JANUARY 7, 2016 IN (BOOK) D (PAGE) 191, (INSTRUMENT) 918305 IN WALWORTH COUNTY, WISCONSIN. <u>REFERS TO PARENT TRACT – NOTHING TO</u> <u>PLOT</u>

PARENT PARCEL, LEGAL DESCRIPTION (NOT FIELD SURVEYED) PER TITLE

THE FOLLOWING DESCRIBED REAL ESTATE, TOGETHER WITH THE RENTS, PROFITS, FIXTURES AND OTHER APPURTENANT INTERESTS, IN WALWORTH COUNTY, STATE OF WISCONSIN:

LOT 3, CERTIFIED SURVEY NO. 919, RECORDED IN VOL. 4 CS, PAGE 152, WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SE ¼ SW ¼ OF SECTION 3, T4N, R15E, CITY OF WHITEWATER, WISCONSIN. EXCEPT PARCEL CONVEYED FOR STREET PURPOSES AS CONTAINED IN DEED RECORDED AS DOCUMENT NO. 710998. FURTHER EXCEPTING A PARCEL CONVEYED TO THE STATE OF WISCONSIN FOR HIGHWAY PURPOSES AS CONTAINED IN PARCEL 22 IN TPP 3110-02-21-4.03.

PARCEL ID: /A 91900003

THIS BEING THE SAME PROPERTY CONVEYED TO STRITZEL RENTAL PROPERTIES, LLC, AN UNDIVIDED 1/4 INTEREST IN A DEED FROM TERRENCE L. STRITZEL, DATED 12/30/2016 AND RECORDED 1/3/2017 AS INSTRUMENT NO. 939063.

FURTHER BEING DESCRIBED IN:

THIS BEING THE SAME PROPERTY CONVEYED TO STRITZEL RENTAL PROPERTIES, LLC, AN UNDIVIDED 1/4 INTEREST IN A DEED FROM DANIEL J. STRITZEL, DATED 12/30/2016 AND RECORDED 1/3/2017 AS INSTRUMENT NO.939062.

FURTHER BEING DESCRIBED IN:

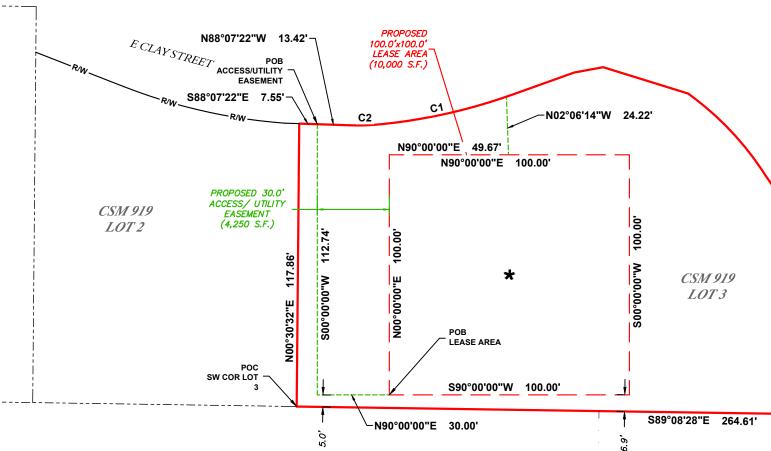
THIS BEING THE SAME PROPERTY CONVEYED TO STRITZEL RENTAL PROPERTIES, LLC, AN UNDIVIDED 1/4 INTEREST IN A DEED FROM STEVEN J. STRITZEL, DATED 12/30/2016 AND RECORDED 1/3/2017 AS INSTRUMENT NO.939061.

FURTHER BEING DESCRIBED IN:

THIS BEING THE SAME PROPERTY CONVEYED TO STRITZEL RENTAL PROPERTIES, LLC, AN UNDIVIDED 1/4 INTEREST IN A DEED FROM JANICE R STRITZEL, DATED 12/30/2016 AND RECORDED 1/3/2017 AS INSTRUMENT NO.939060.

PROPOSED LEASE AREA:

A PART OF LOT 3, CERTIFIED SURVEY NO. 919, RECORDED IN VOL. 4 CS, PAGE 152, WALWORTH COUNTY REGISTER OF DEEDS, CITY OF WHITEWATER, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SW CORNER OF SAID LOT 3; THENCE NO0'30'32"E, ALONG THE WEST LINE OF SAID LOT 3, 117.86 FEET TO THE SOUTH LINE OF E. CLAY STREET; THENCE S88'07'22"E, ALONG THE SAID SOUTH LINE OF E. CLAY STREET, 7.55 FEET; THENCE S00'00'00"W, 112.74 FEET; THENCE N90'00'00"E, 30.00 FEET TO THE POINT OF BEGINNING FOR THE LEASE AREA HEREIN INTENDED TO BE DESCRIBED; THENCE N00'00'00"E, 100.00 FEET; THENCE N90'00'00"E, 100.00 FEET; THENCE S00'00'00"W, 100.00 FEET; THENCE S00'00'00, 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10,000 SQUARE FEET.



	CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	231.50'	52.95'	013°06'15"	S77°31'49"W	52.83'
C2	103.00'	13.80'	007°40'36"	S87°55'13"W	13.79'

PROPOSED ACCESS/UTILITY EASEMENT:

A PART OF LOT 3, CERTIFIED SURVEY NO. 919, RECORDED IN VOL. 4 CS, PAGE 152, WALWORTH COUNTY REGISTER OF DEEDS, CITY OF WHITEWATER, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SW CORNER OF SAID LOT 3; THENCE NO0'30'32'E, ALONG THE WEST LINE OF SAID LOT 3, 117.86 FEET TO THE SOUTH LINE OF E. CLAY STREET; THENCE SB8'07'22'E, ALONG THE SAID SOUTH LINE OF E. CLAY STREET, 7.55 FEET TO THE POINT OF BEGINNING FOR THE EASEMENT AREA HEREIN INTENDED TO BE DESCRIBED; THENCE S00'00'00'W, 112.74 FEET; THENCE N90'00'00'E, 30.00 FEET; THENCE N00'00'0E, 100.00 FEET; THENCE N90'00'00'E, 49.67 FEET; THENCE N02'06'14'W, 24.22 FEET TO THE SAID SOUTH LINE OF E. CLAY STREET; THENCE SOUTHWESTERLY, ALONG THE SAID SOUTH LINE OF E. CLAY STREET; THENCE SOUTHWESTERLY, ALONG THE SAID SOUTH LINE OF E. CLAY STREET; BEING THE ARC OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 231.50 FEET; AN ARC LENGTH OF 52.95 FEET, CHORD OF SAID ARC BEARS S77'31'49'W, 52.83 FEET; THENCE WESTERLY, ALONG THE SAID SOUTH LINE OF E. CLAY STREET, BEING THE ARC CONCAVE NORTHERLY, HAVING A RADIUS OF 103.00 FEET, AN ARC LENGTH OF 13.80 FEET, CHORD OF SAID ARC BEARS S87'55'13'W, 13.79 FEET; THENCE N88'07'22''W, ALONG THE SAID SOUTH LINE OF E. CLAY STREET, BEING THE ARC OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 103.00 FEET, AN ARC LENGTH OF EGINNING, CONTAINING 4,250 SQUARE FEET.

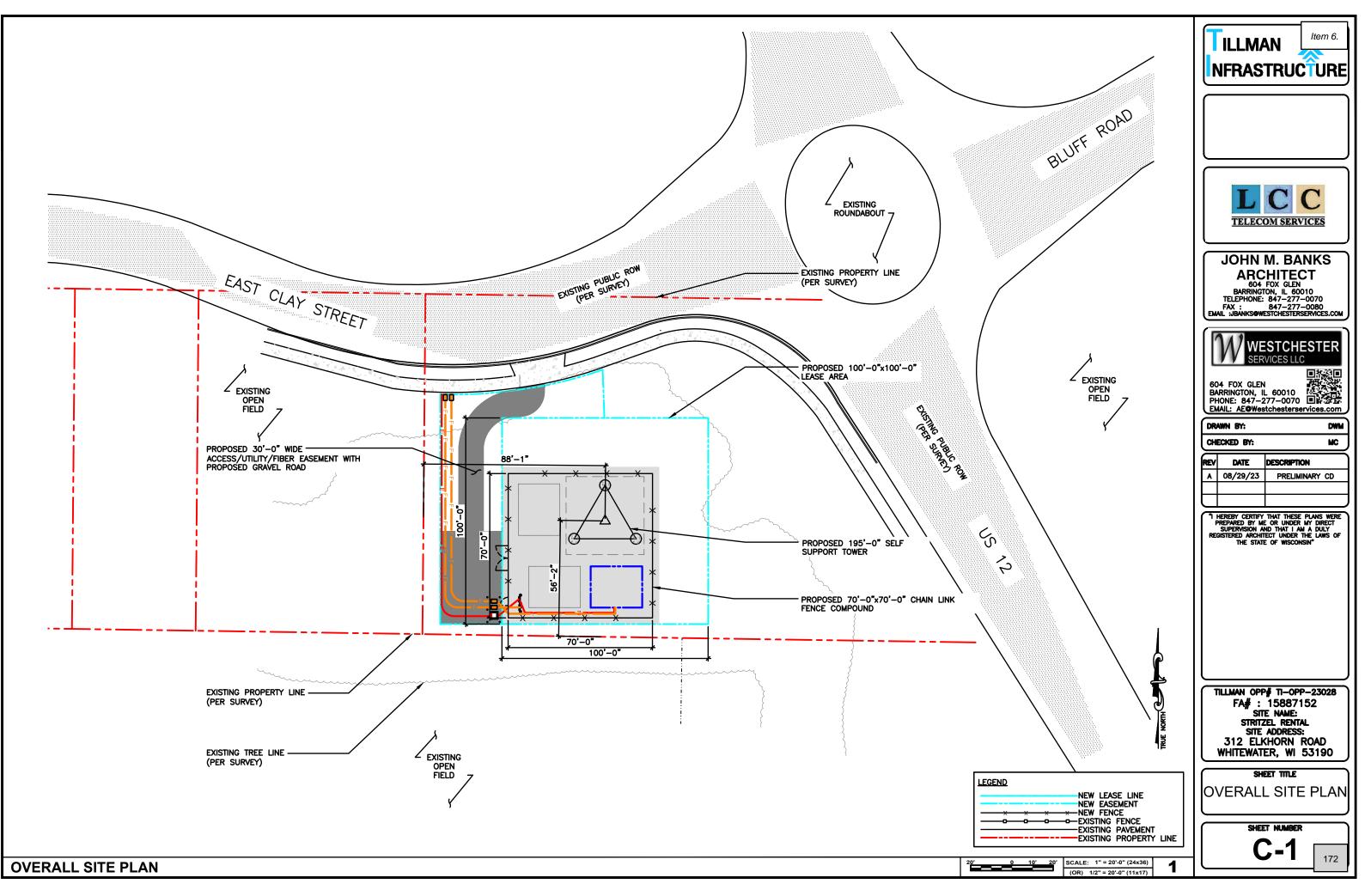


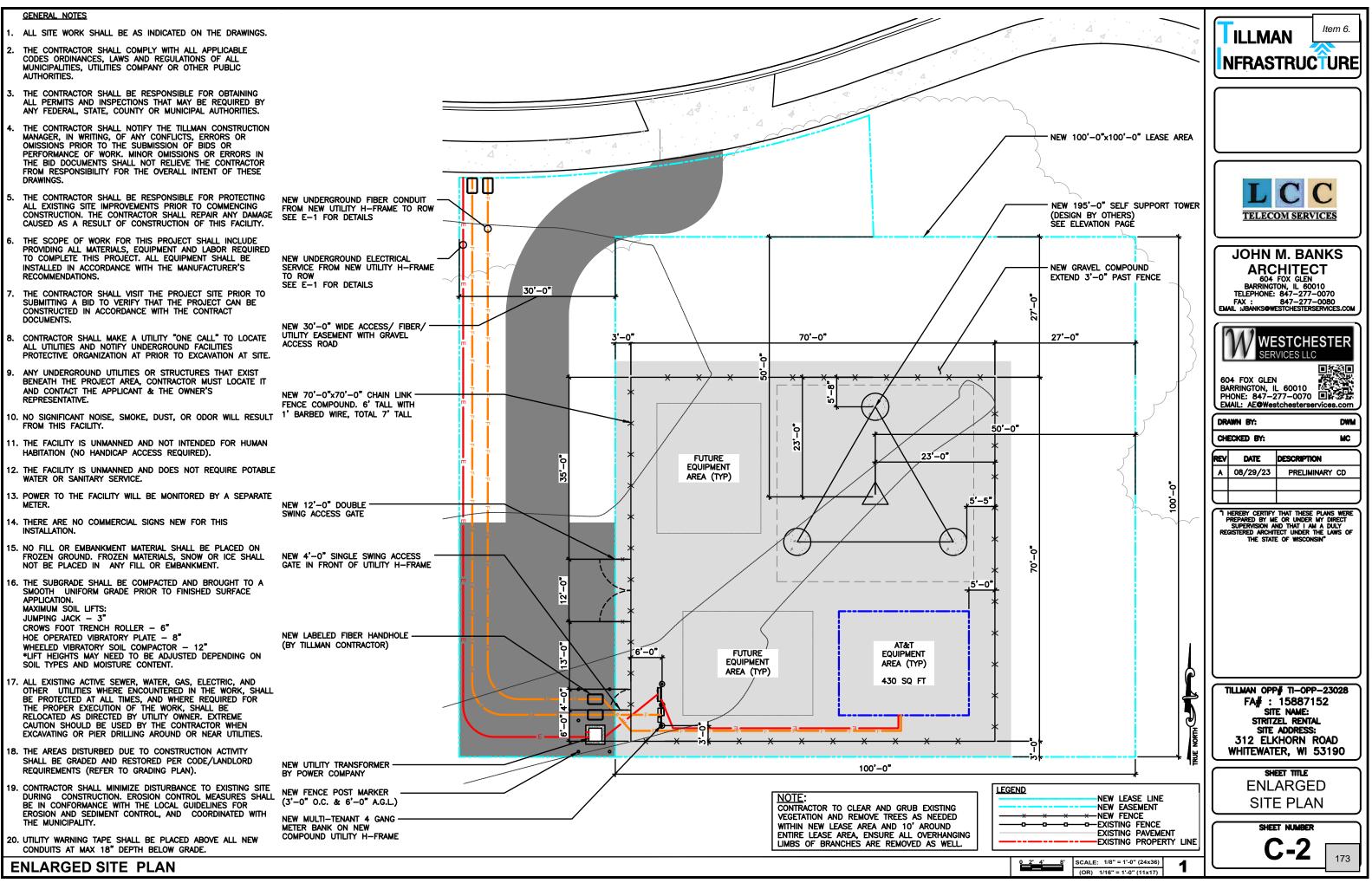
I, DAN J. KUEHL, A WISCON THAT THE INFORMATION SHI AN ACTUAL FIELD SURVEY THE FIELD SURVEY AND THE WERE CONDUCTED IN ACCOF OF PRACTICE.

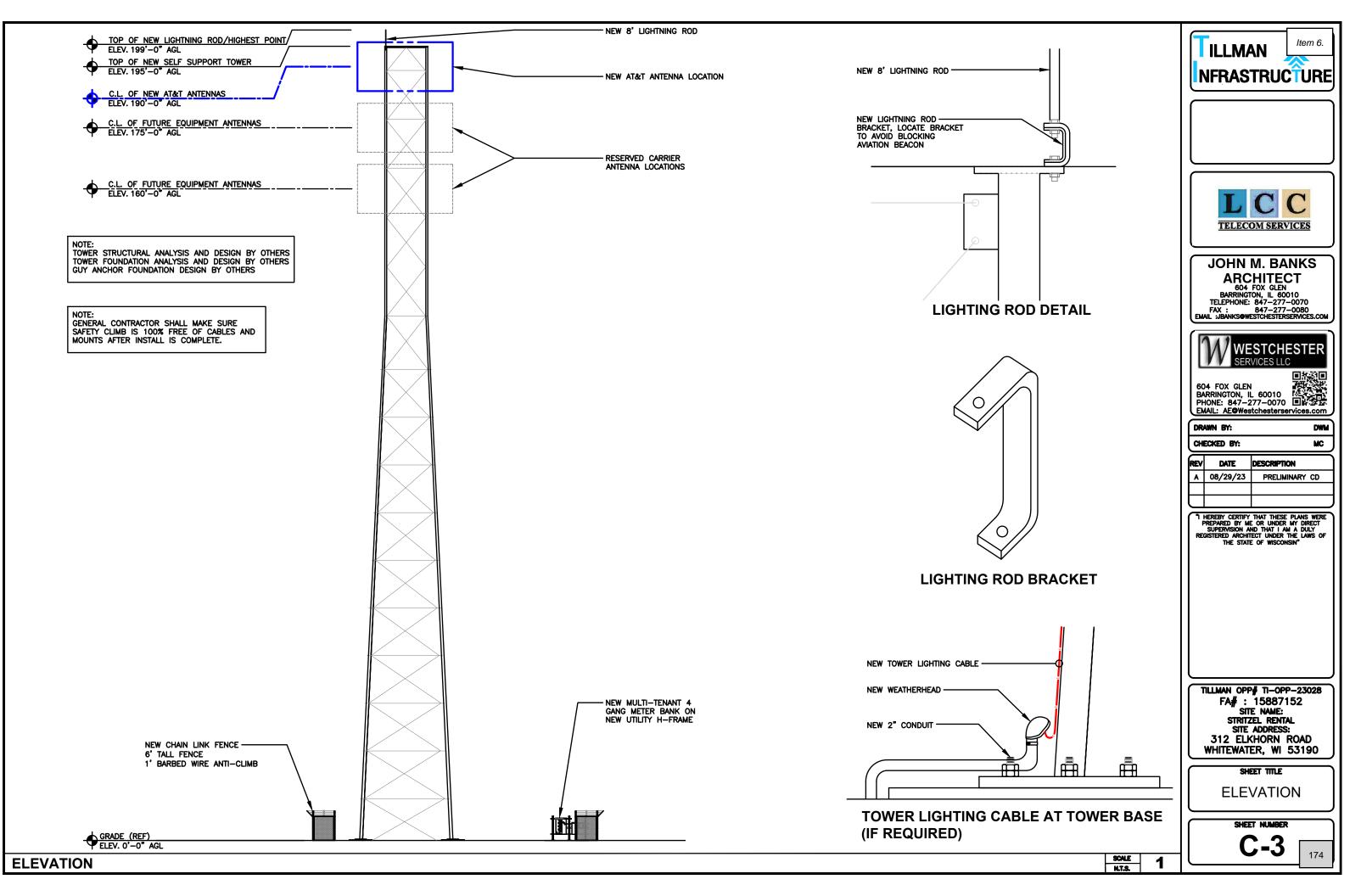
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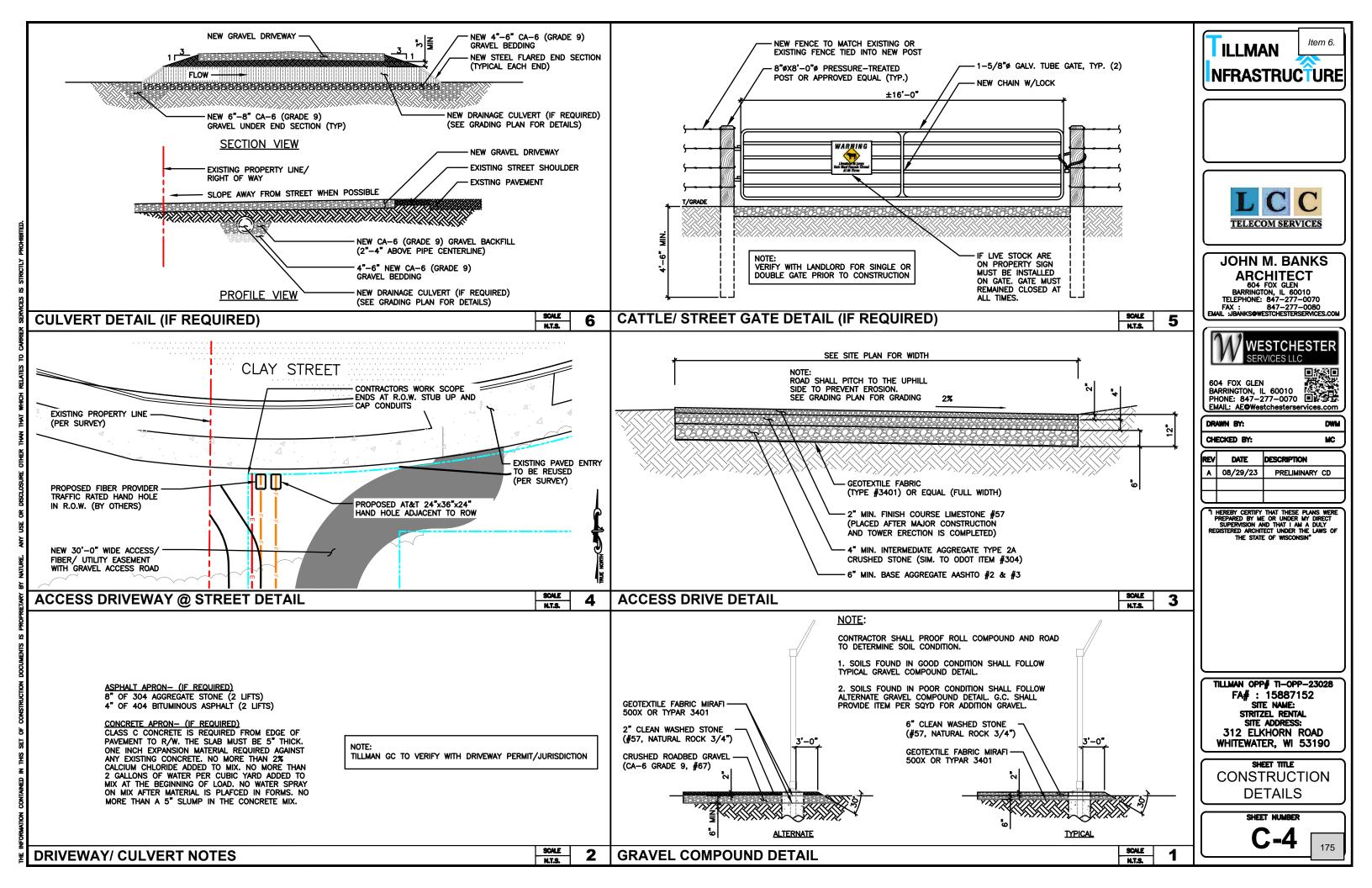
DAN J. KUEHL LICENSE NUMBER 3104–8 MY LICENSE RENEWAL DATE SHEETS COVERED BY THIS

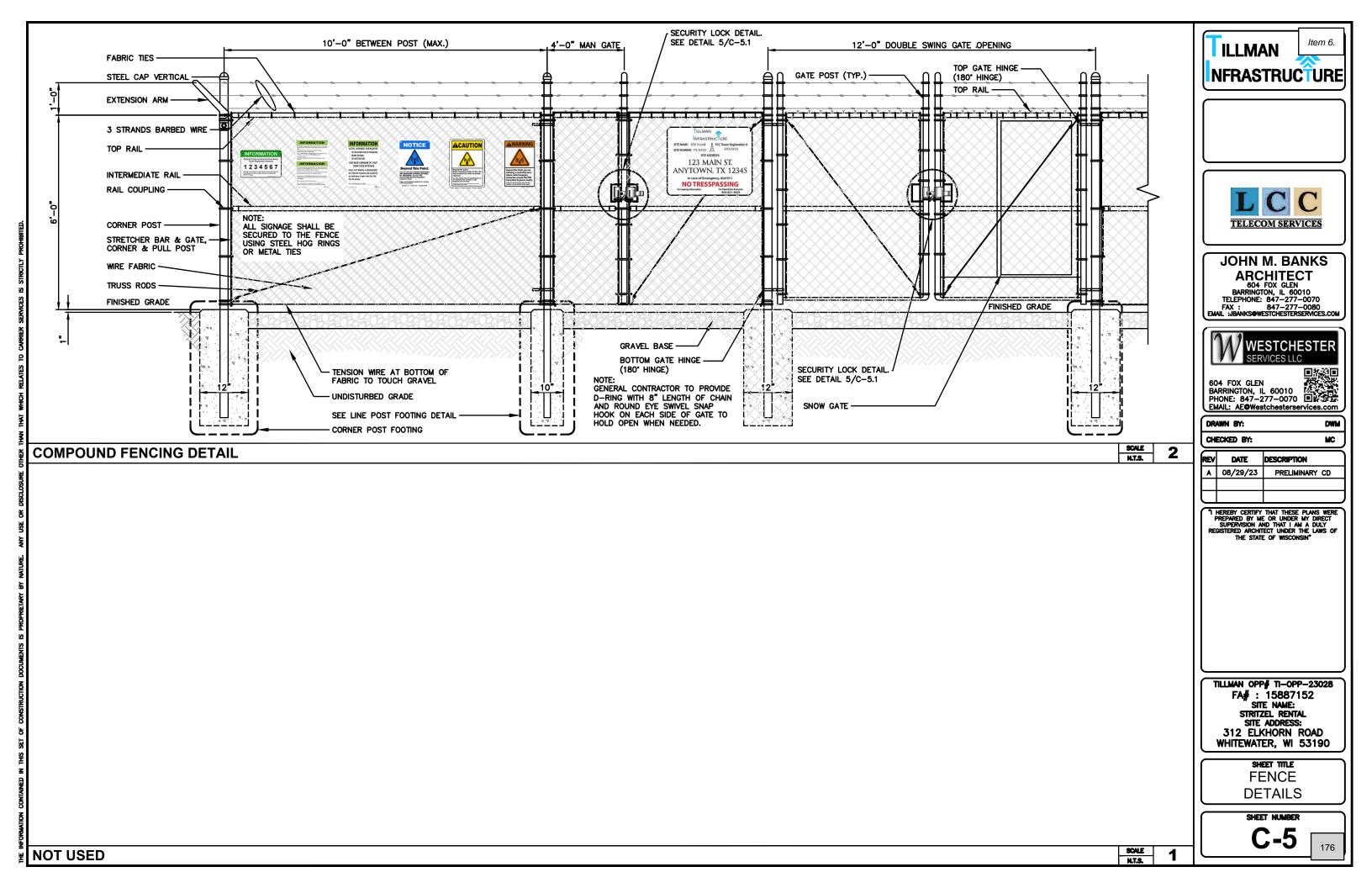
		PREPARED FOR: Item 6.
Image: Construction of the construc	ELKHORN ROAD	WESTCHESTER SERVICES LLC God FOX GLEN BARINGTON, LL GOOIO TELEPHONE: 847.277.0070 FAX : 847.277.0080 ae@westchesterservices.com PREPARED FOR:
Image: Street Number of Street Number: Image: Street Number of Street Number of Street Number: Image: Street Number of Street Number of Street Number: Image: Street Number of Street Number of Street Number: Image: Street Number of Street Number of Street Number: Image: Street Number of Street Number of Street Number: Image: Street Number of Street Number of Street Number: Image: Street Number of S		CONSULTANTS 8300 42NO STREET WEST ROCK ISLAND, IL 61201 (0) 309-756-5940 (F) XCEL@XCELCONSULTANTSING.COM
A 6/12/23 FINAL ISSUE WITH TITLE A 6/12/23 FINAL ISSUE WITH TITLE SITE INFORMATION: STRITZEL RENTAL 312 ELKHORN ROAD WHITEWATER, WI 53190 WALWORTH COUNTY TAX PARCEL NUMBER: A31900003 PROPERTY OWNER: STRITZEL RENTAL PROPERTIES LLC 530 S JANESVILLE AVE WHITEWATER, WI 53190 WALWORTH COUNTY TAX PARCEL NUMBER: A31900003 PROPERTY OWNER: STRITZEL RENTAL PROPERTIES LLC 530 S JANESVILLE AVE WHITEWATER, WI 53190 DRAWN BY: KIM CHECKED BY: BCH SURVEY DATE: 6/12/2023 SITE NUMBER: TI-OPP-23028 DRAWN BY: KIM CHECKED BY: BCH SURVEY DATE: 6/12/2023 SHEET TITLE: SITE SURVEY JUNE 12, 2023 SHEET NUMBER: JUNE 12, 2023 SHEET NUMBER: B-1.2	\mathbf{X}	SITE SURVEY
Image: Strain of the source of bearings were determined by GPS observations completed on APRIL 10, 2023 SITE INFORMATION: STRITZEL RENTAL Image: Strain of the source of the s		REV. DATE DESCRIPTION
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TI-OPP-23028 TI-OPP-23028 DRAWN BY: KJM CHECKED BY: BCH SURVEY DATE: 4/10/2023 PLAT DATE: 6/12/2023 SHEET TITLE: SITE SURVEY THIS DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL SHEET NUMBER: TIS JANUARY 31, 2024 SEAL B-1 B-11 AND B-12	$ \begin{array}{c cccc} & & \text{WERE DETERMINED BY GPS} \\ & & \text{OBSERVATIONS COMPLETED ON} \\ & & \text{APRIL 10, 2023} \\ \end{array} $	STRITZEL RENTAL 312 ELKHORN ROAD WHITEWATER, WI 53190 WALWORTH COUNTY TAX PARCEL NUMBER: A91900003 PROPERTY OWNER: STRITZEL RENTAL PROPERTIES LLC 530 S JANESVILLE AVE WHITEWATER, WI 53190
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SFAL R-1 R-11 AND R-12		

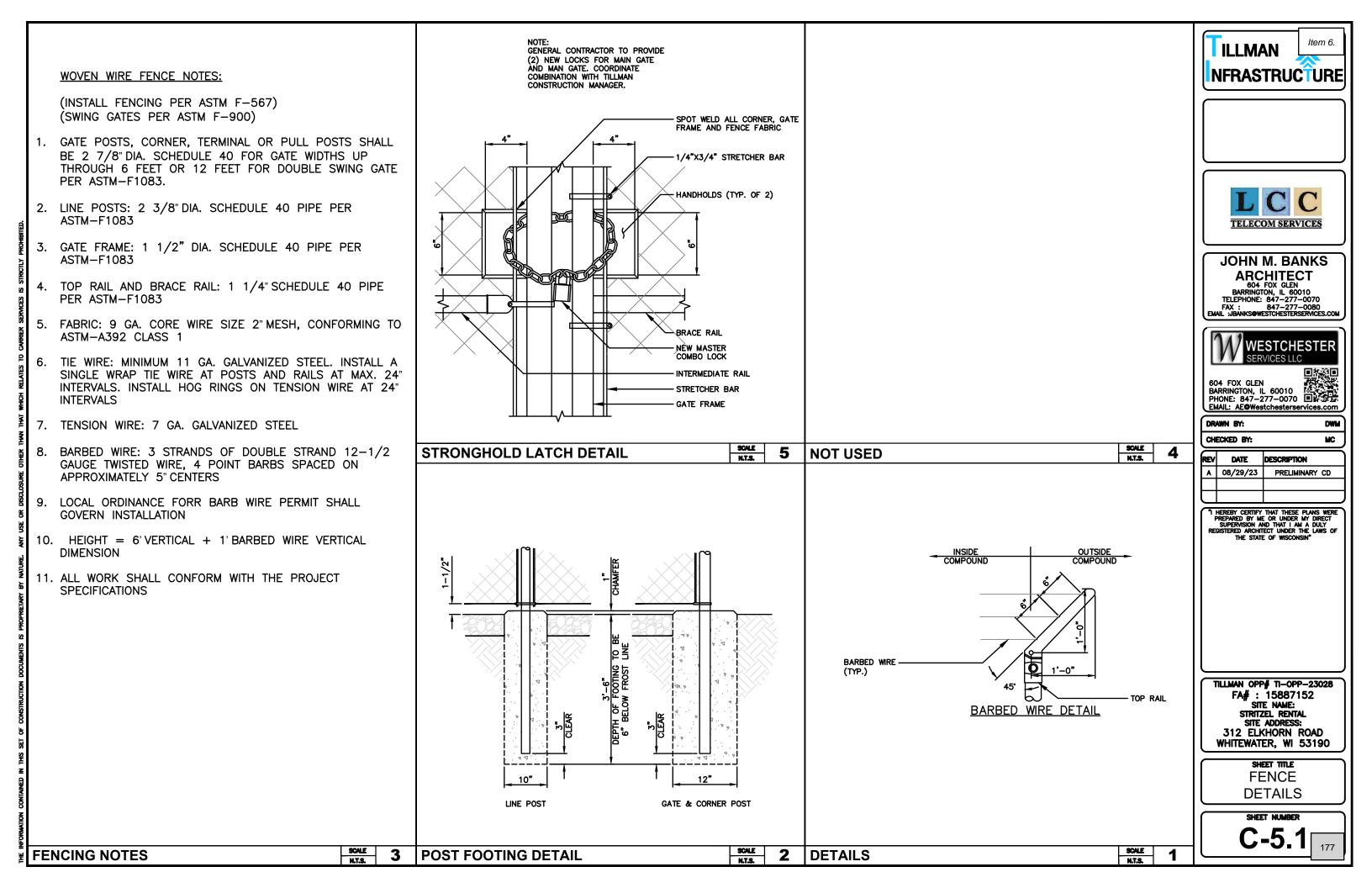


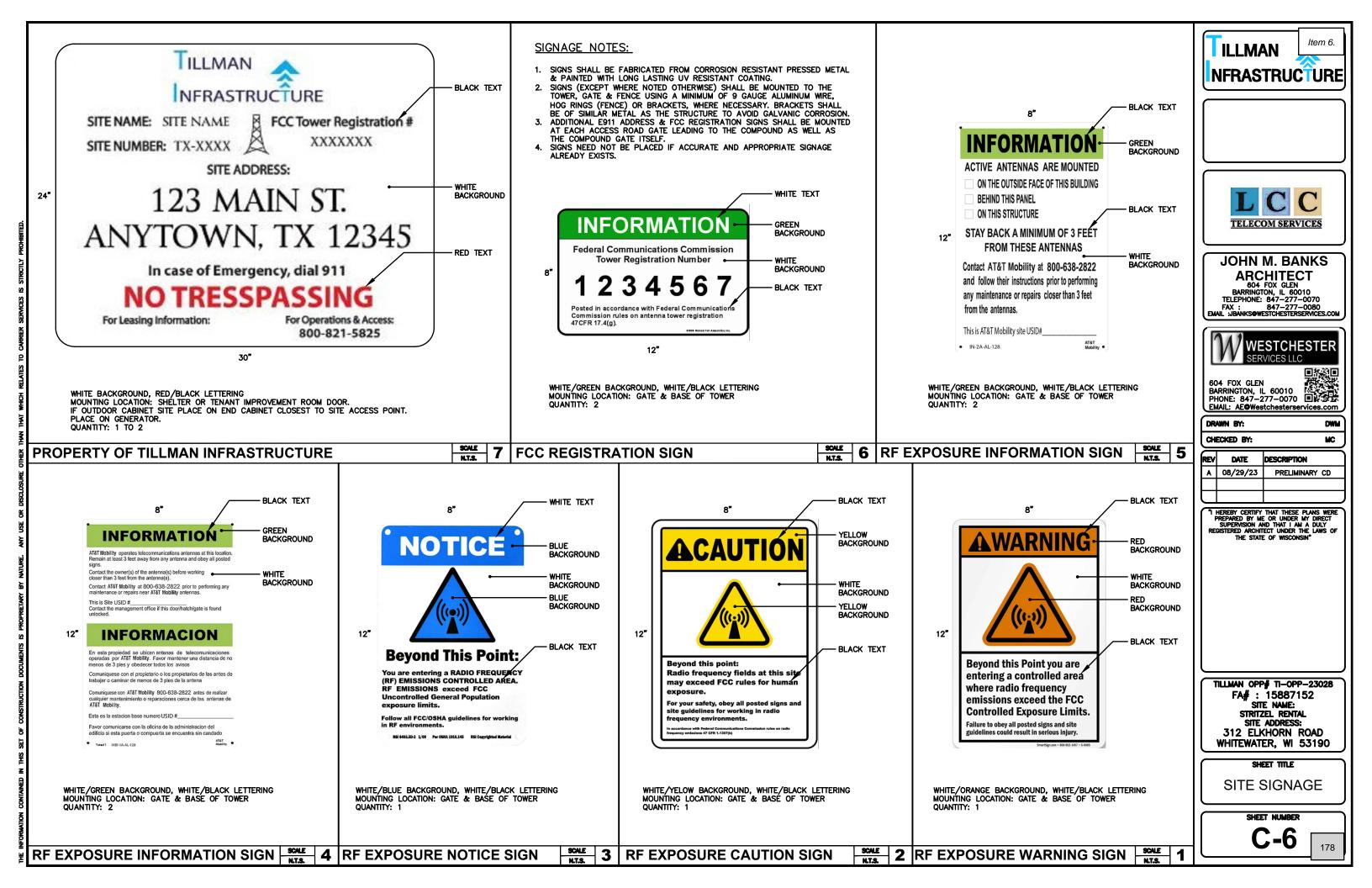


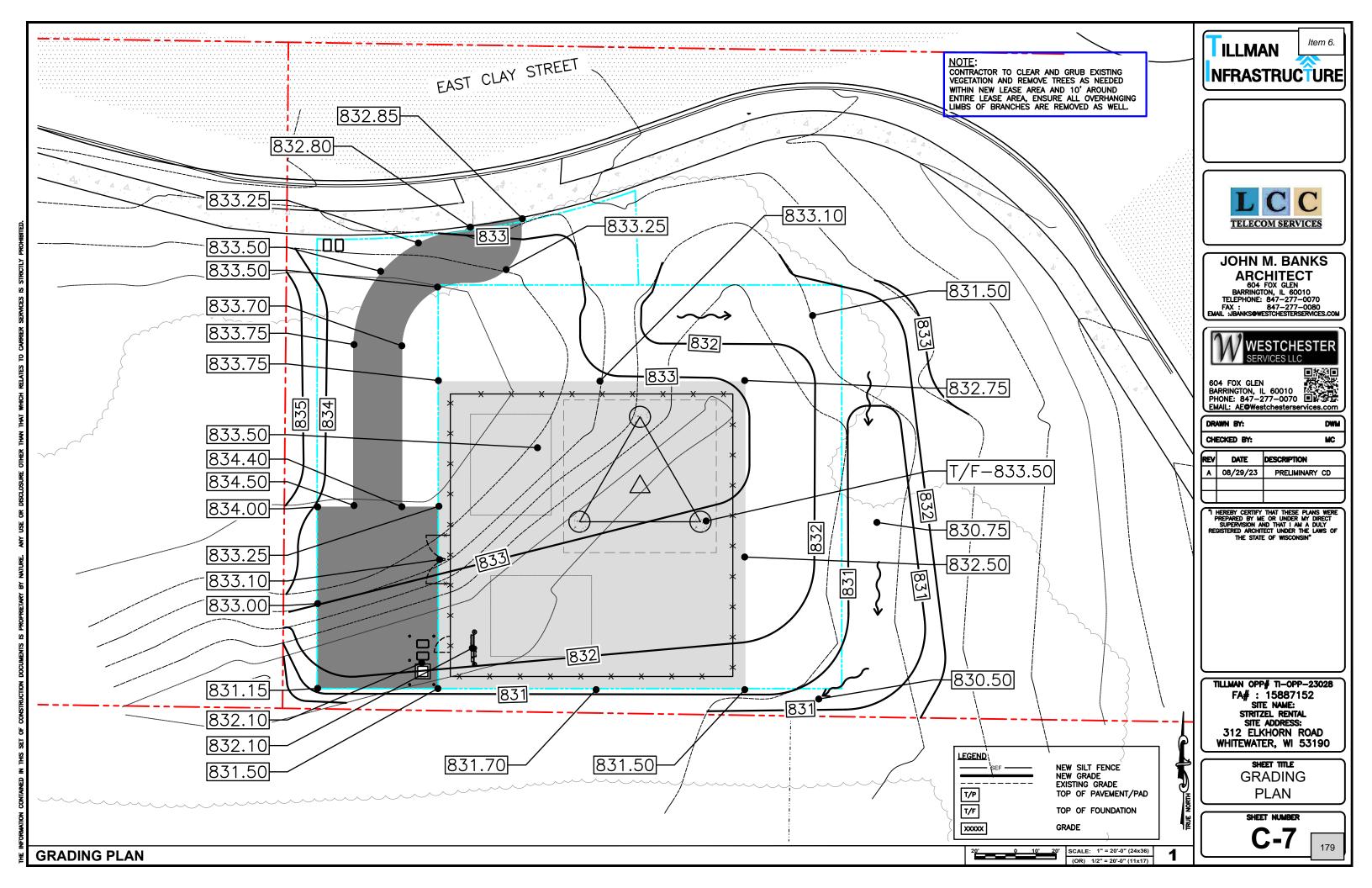


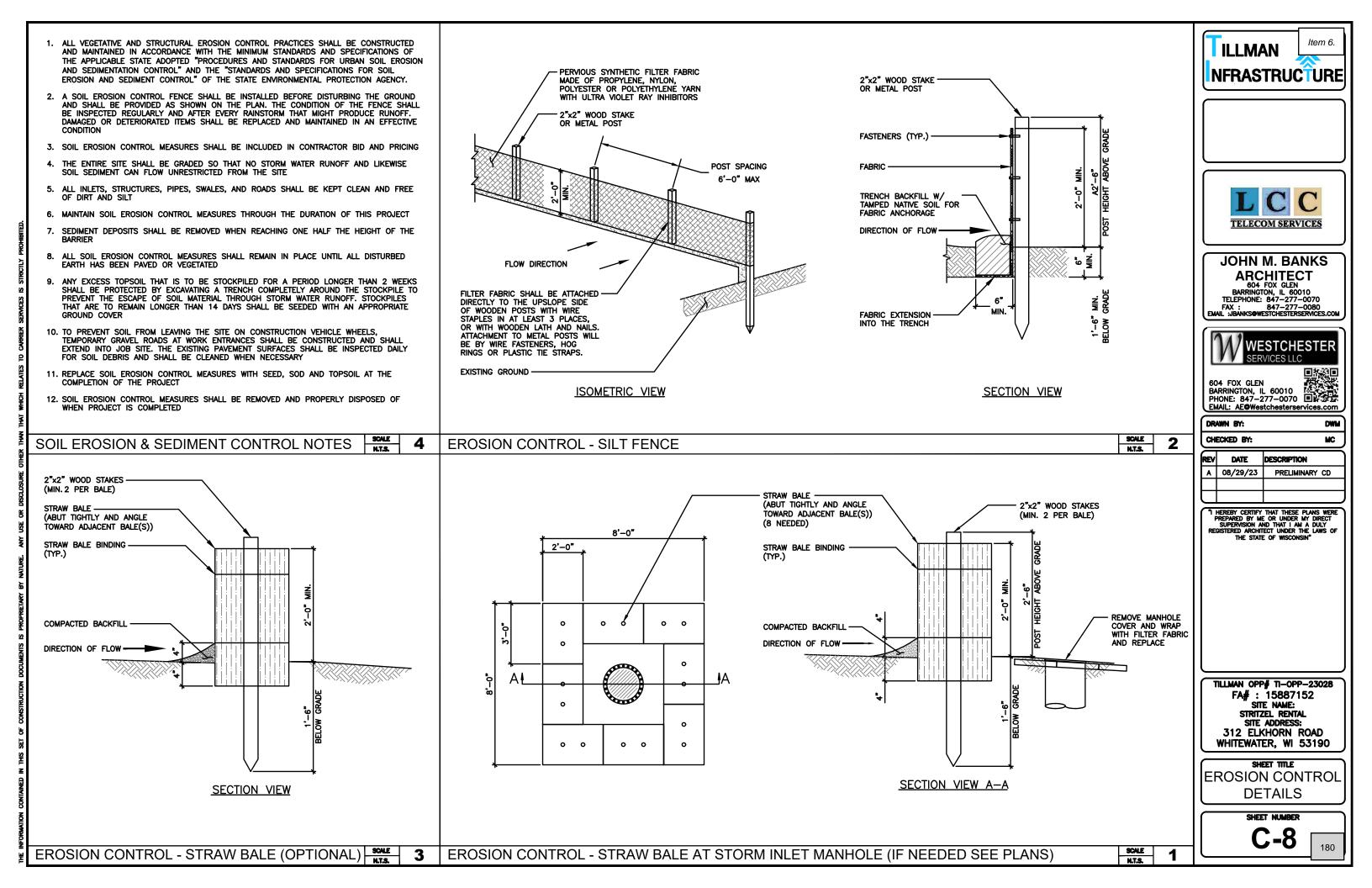


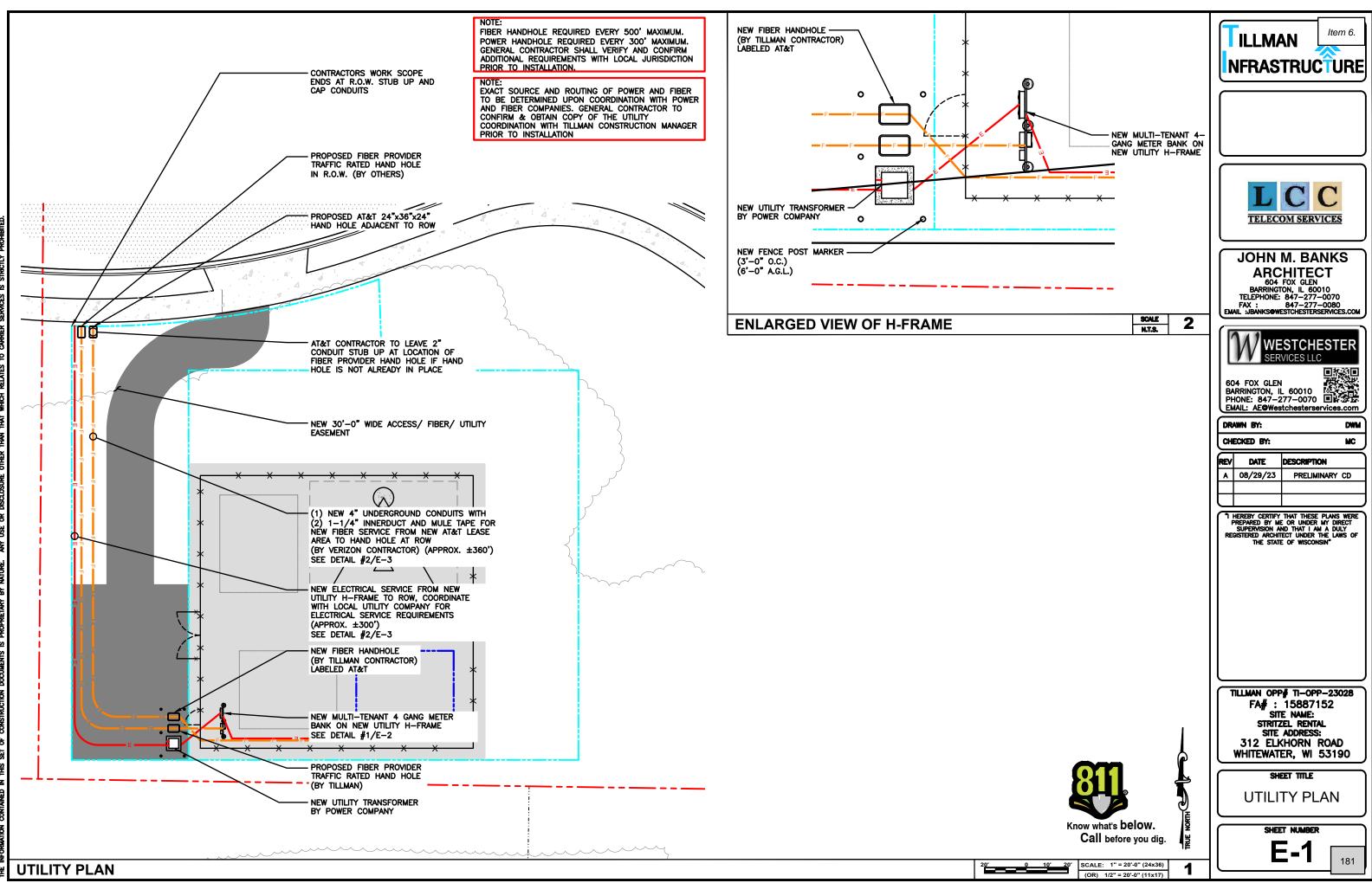


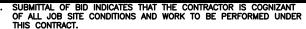










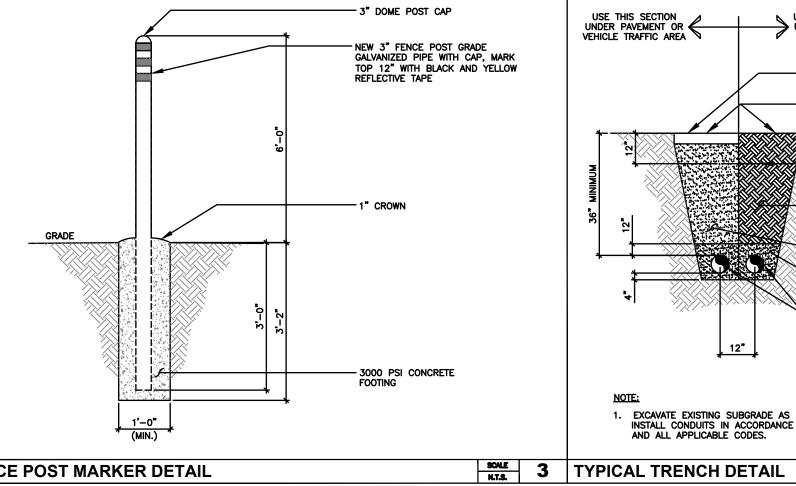


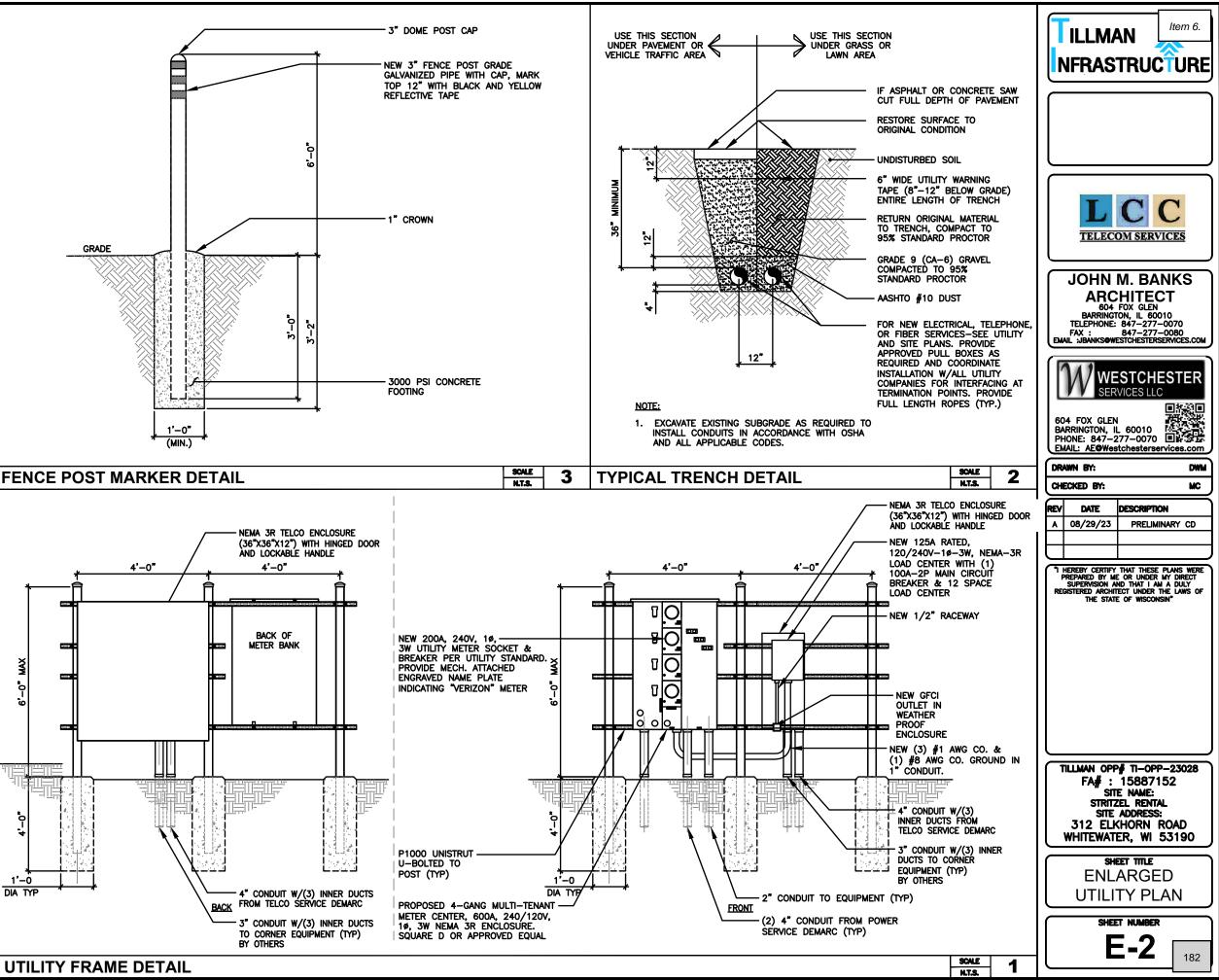
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CONDUIT

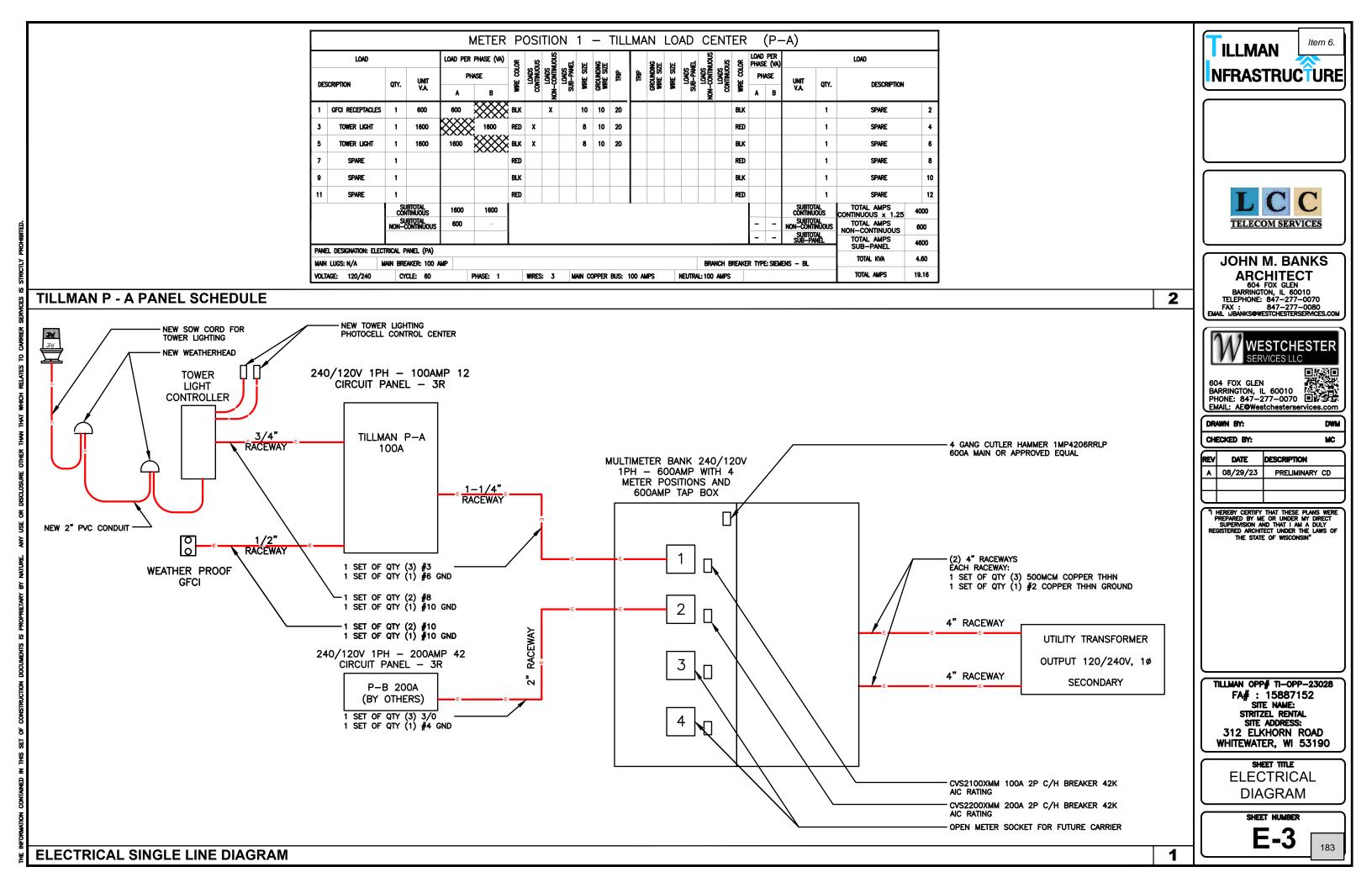
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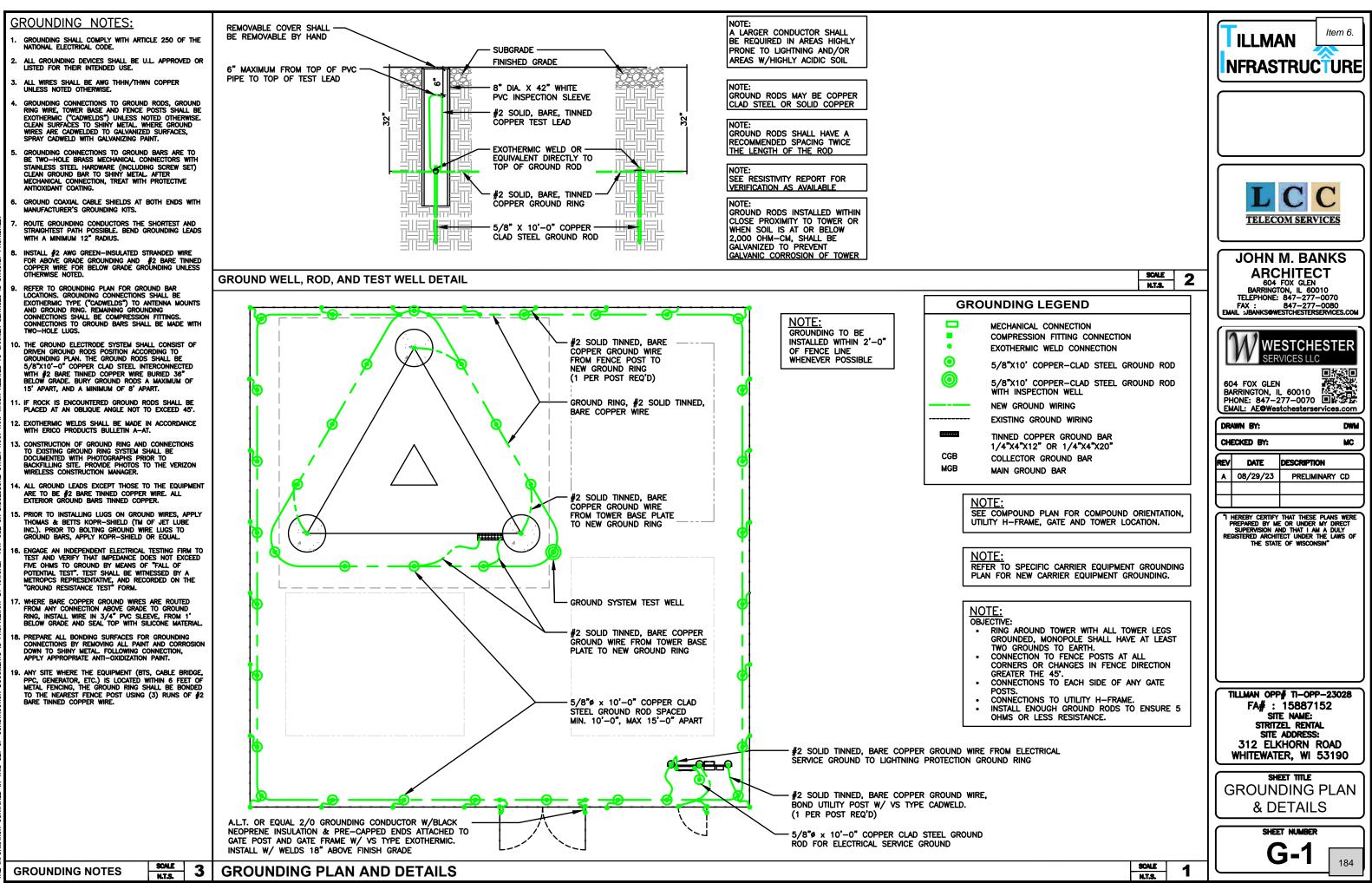
ELECTRICAL NOTES

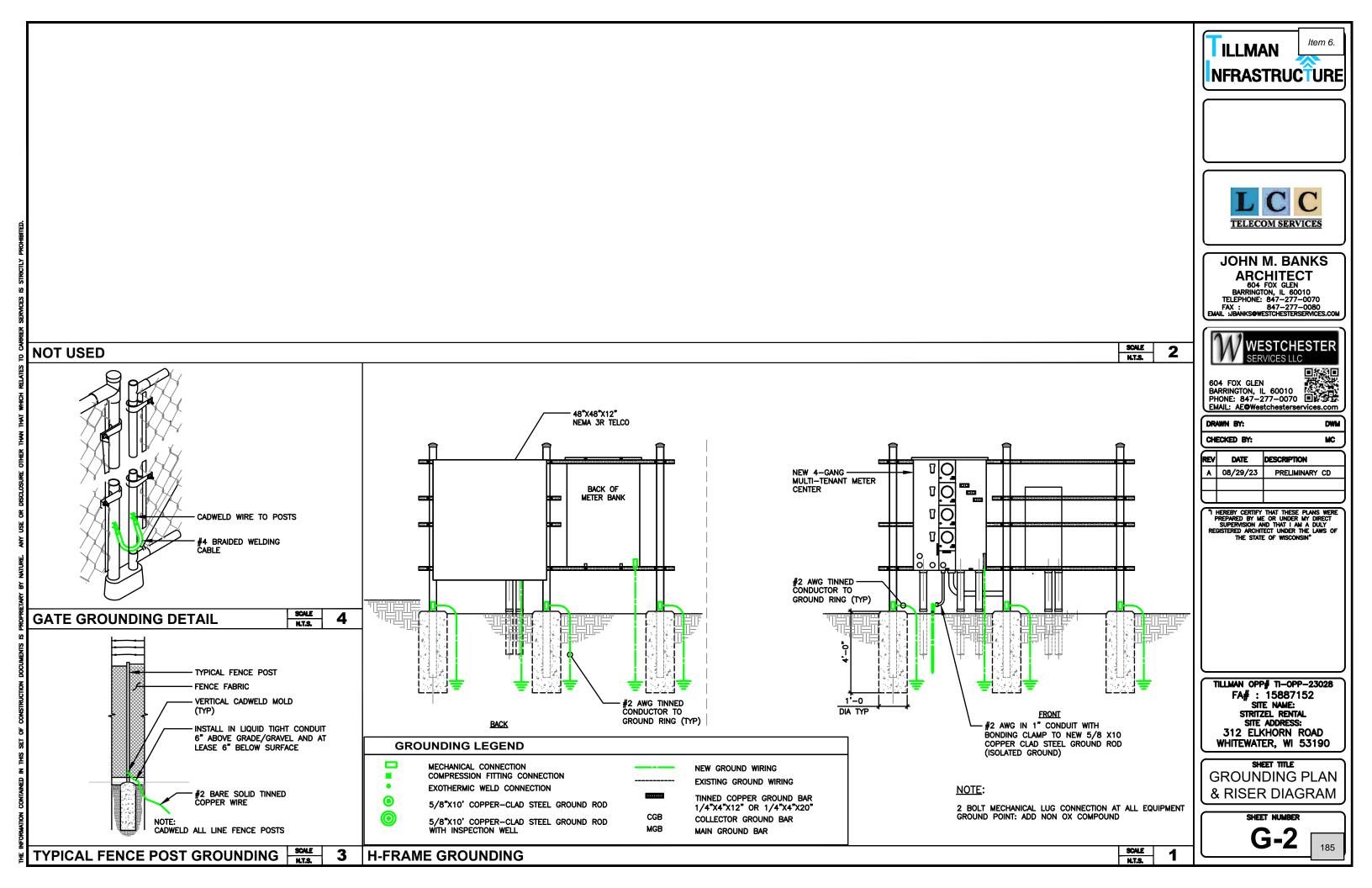


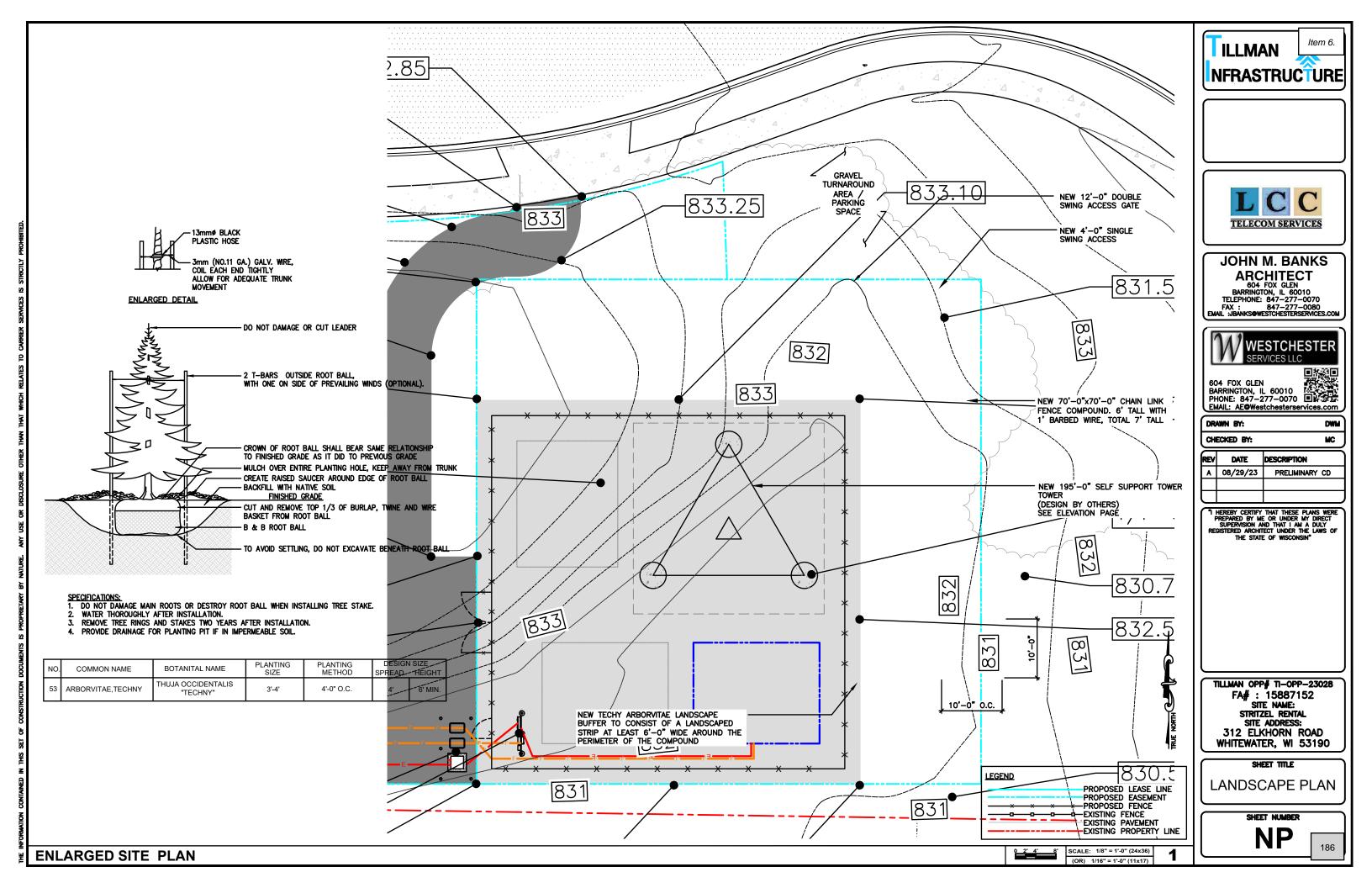


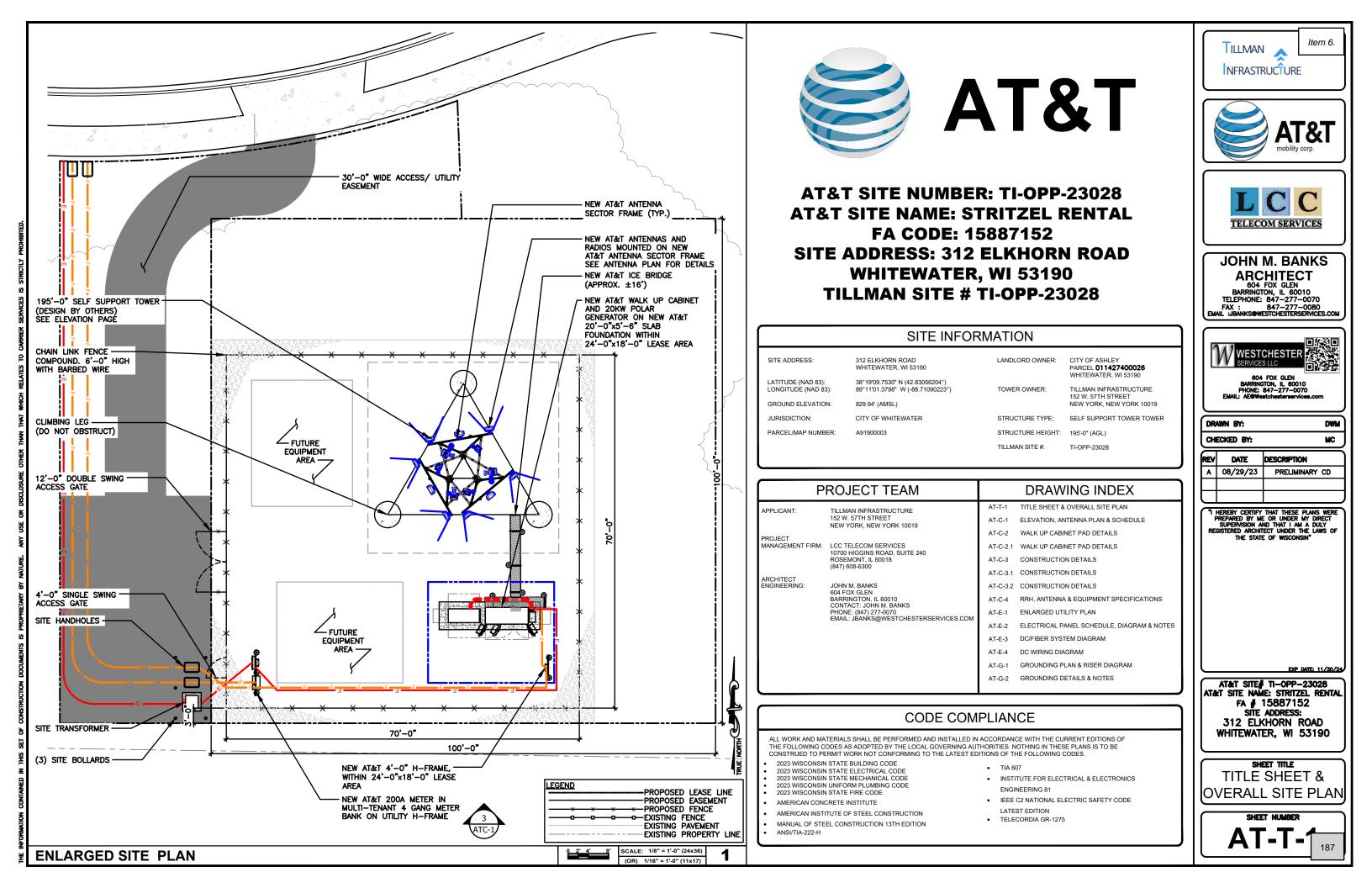
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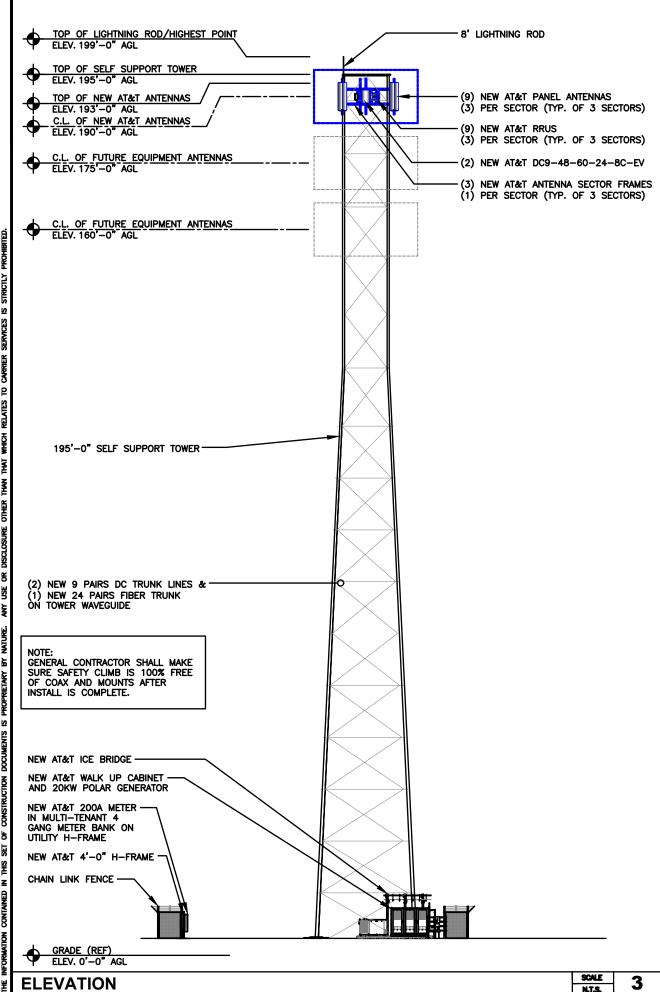


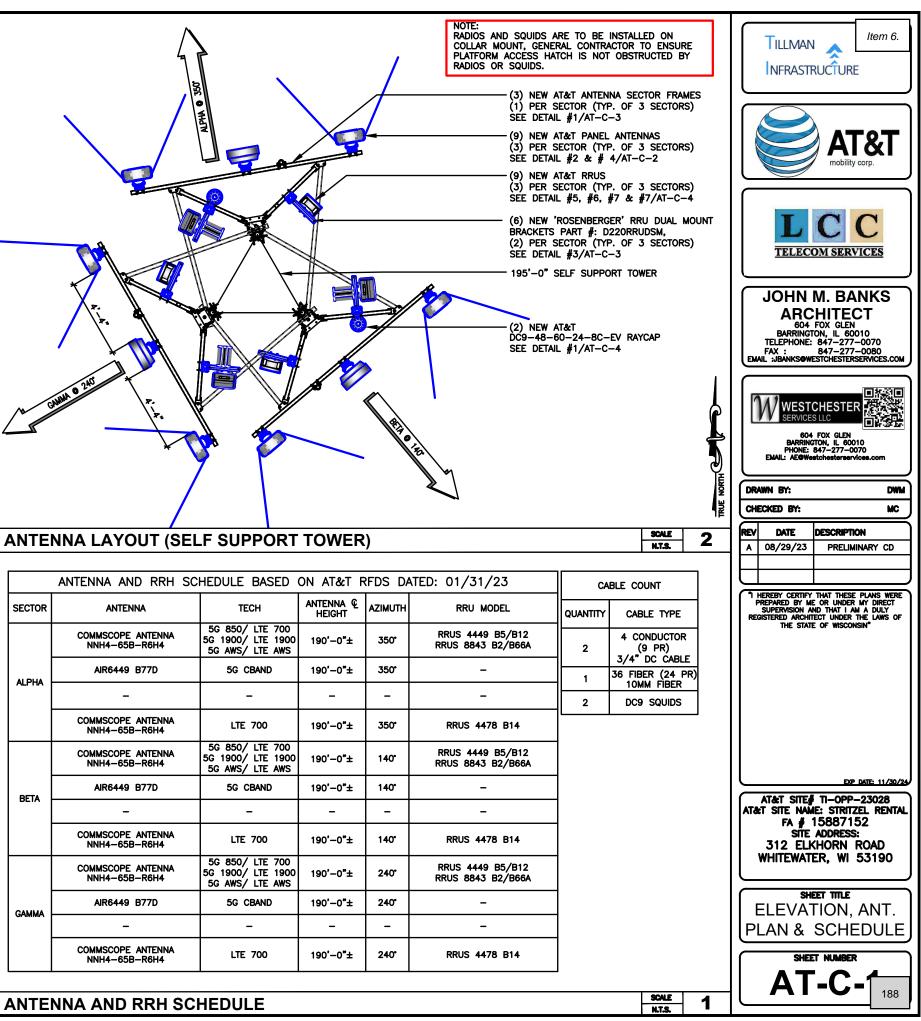








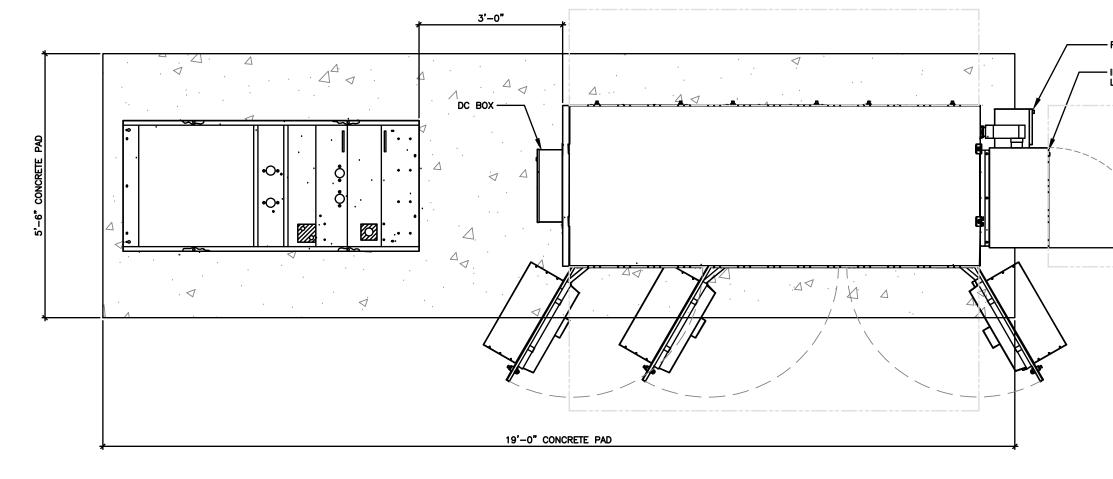




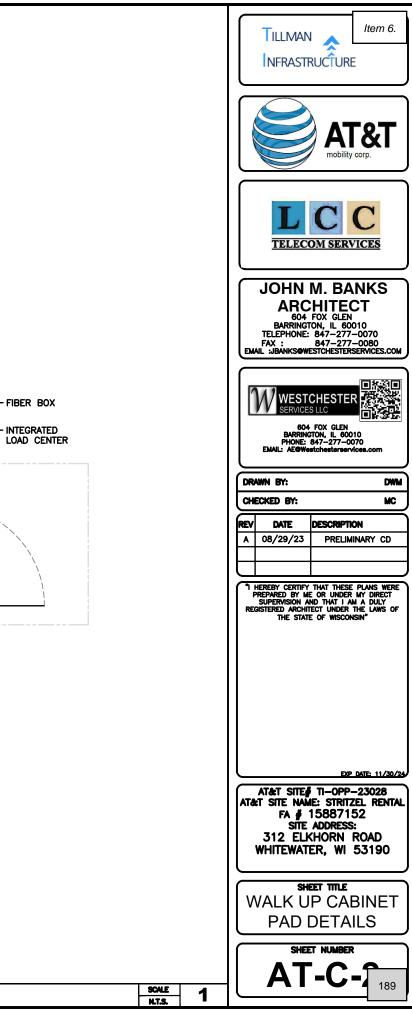
ANTENNA LAYOUT (SELF SUPPORT TOWER)

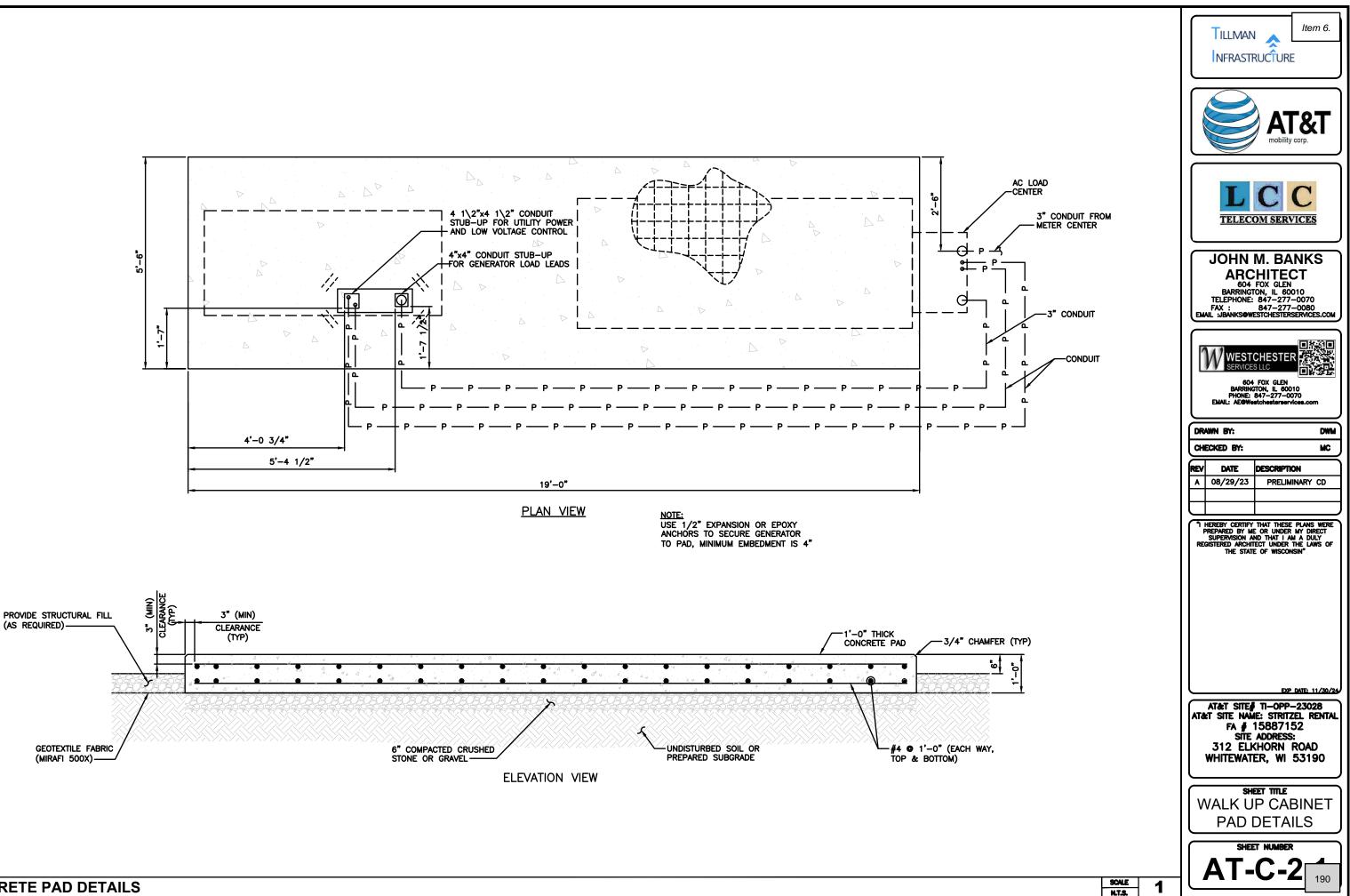
	ANTENNA AND RRH SC	HEDULE BASED	ON AT&T F	RFDS DA	ATED: 01/31/23		
SECTOR	ANTENNA	TECH	ANTENNA & HEIGHT	AZIMUTH	RRU MODEL		
	COMMSCOPE ANTENNA NNH4-65B-R6H4	5G 850/ LTE 700 5G 1900/ LTE 1900 5G AWS/ LTE AWS	190'-0 " ±	350°	RRUS 4449 B5/ RRUS 8843 B2/E		
	AIR6449 B77D	5G CBAND	190'-0 " ±	350°	-		
ALPHA -	-	-	-	-	-		
Γ	COMMSCOPE ANTENNA NNH4-65B-R6H4	LTE 700	190'-0 " ±	350°	RRUS 4478 B		
	COMMSCOPE ANTENNA NNH4-65B-R6H4	5G 850/ LTE 700 5G 1900/ LTE 1900 5G AWS/ LTE AWS	190'-0 " ±	140°	RRUS 4449 B5/ RRUS 8843 B2/E		
BETA	AIR6449 B77D	5G CBAND	190'-0 " ±	140*	-		
	-	-	-	-	-		
Γ	COMMSCOPE ANTENNA NNH4-65B-R6H4	LTE 700	190'-0 " ±	1 40 °	RRUS 4478 B1		
	COMMSCOPE ANTENNA NNH4-65B-R6H4	5G 850/ LTE 700 5G 1900/ LTE 1900 5G AWS/ LTE AWS	190'-0 " ±	240	RRUS 4449 B5/ RRUS 8843 B2/E		
	AIR6449 B77D	5G CBAND	190'–0"±	240	-		
GAMMA -	-	-	-	-	-		
	COMMSCOPE ANTENNA NNH4-65B-R6H4	LTE 700	190'-0 " ±	240"	RRUS 4478 B1		

3

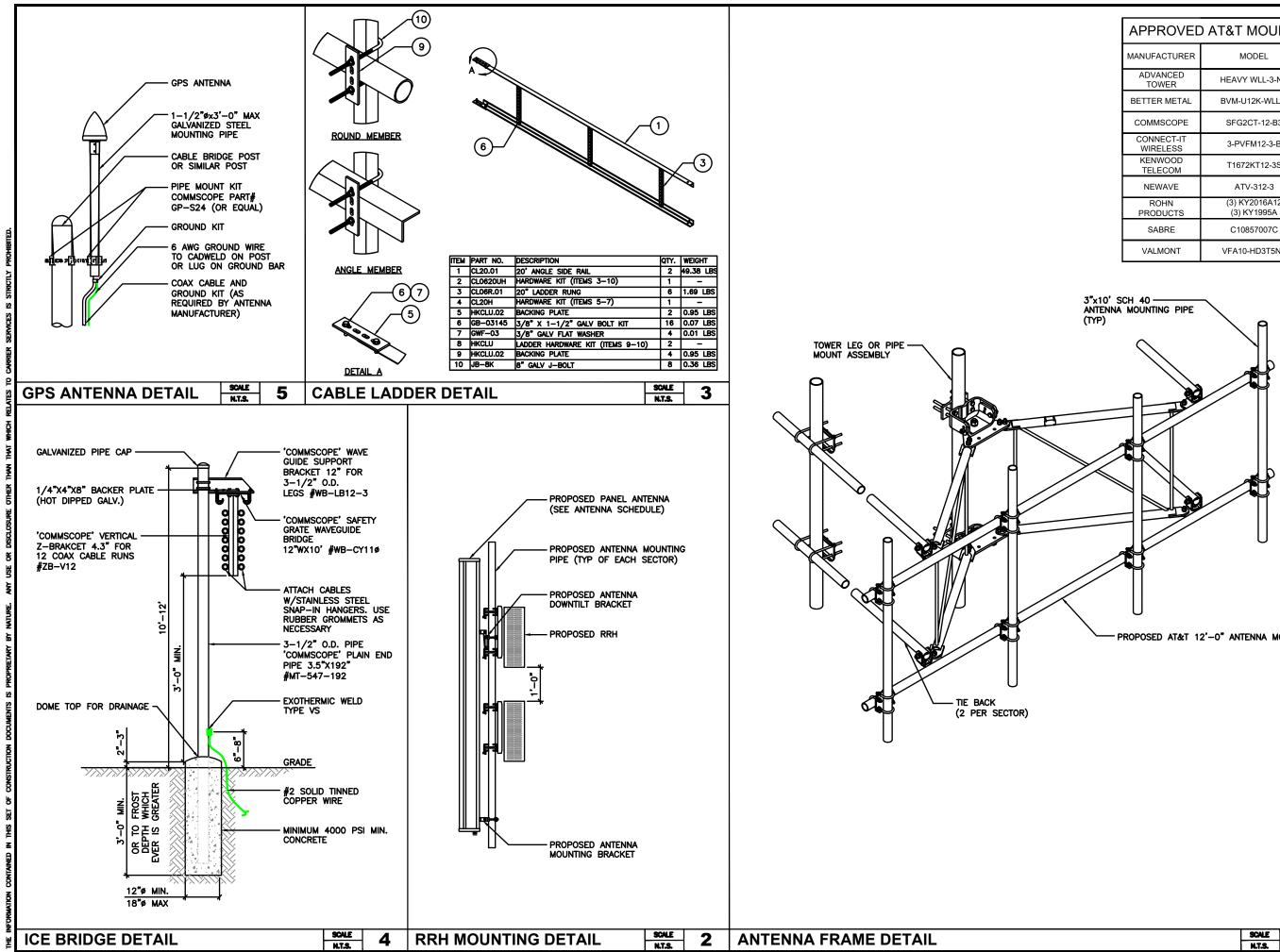


AT&T EQUIPMENT LAYOUT





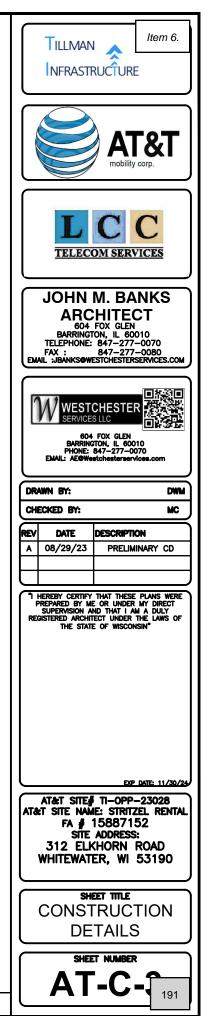
CONCRETE PAD DETAILS

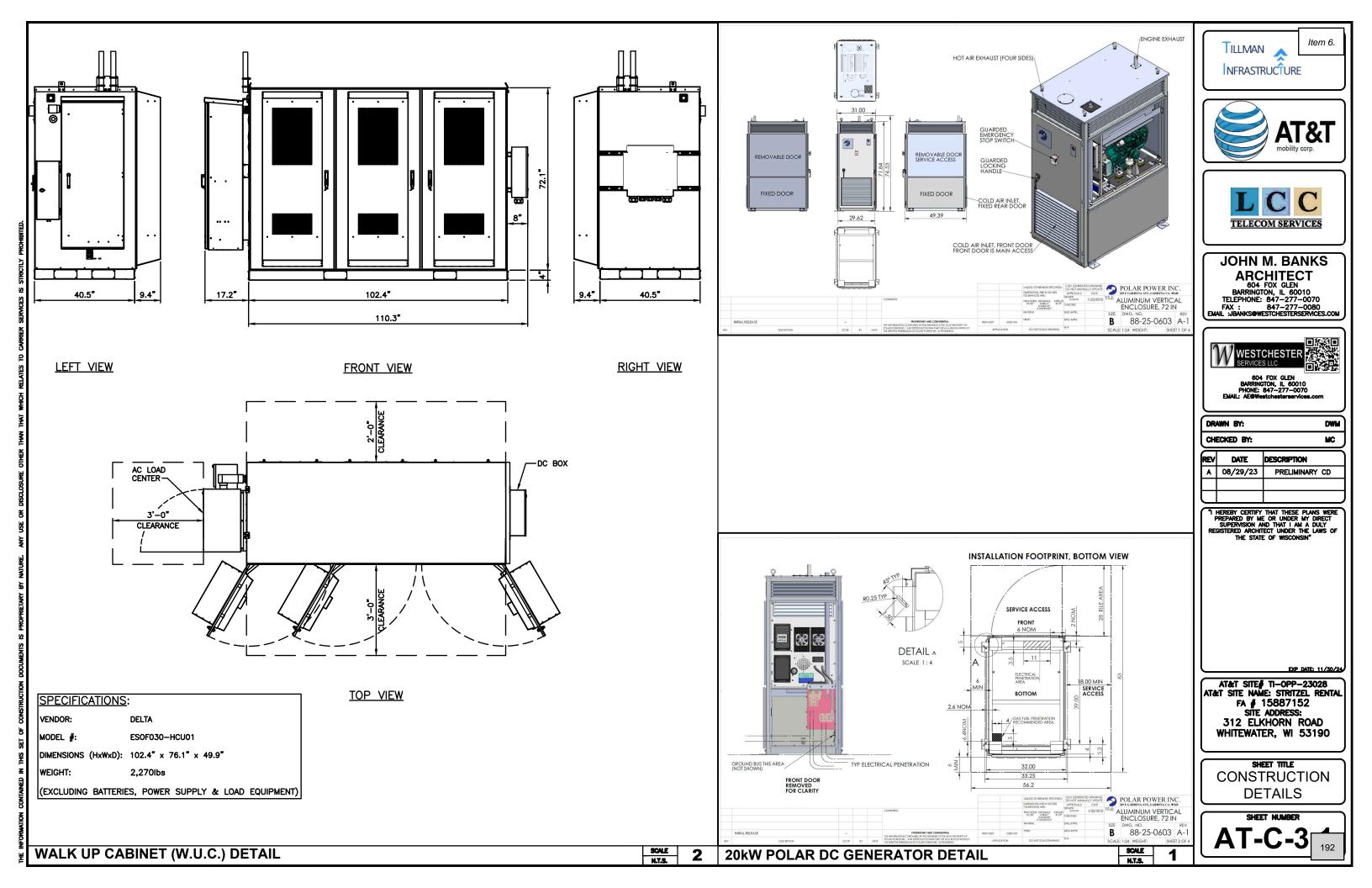


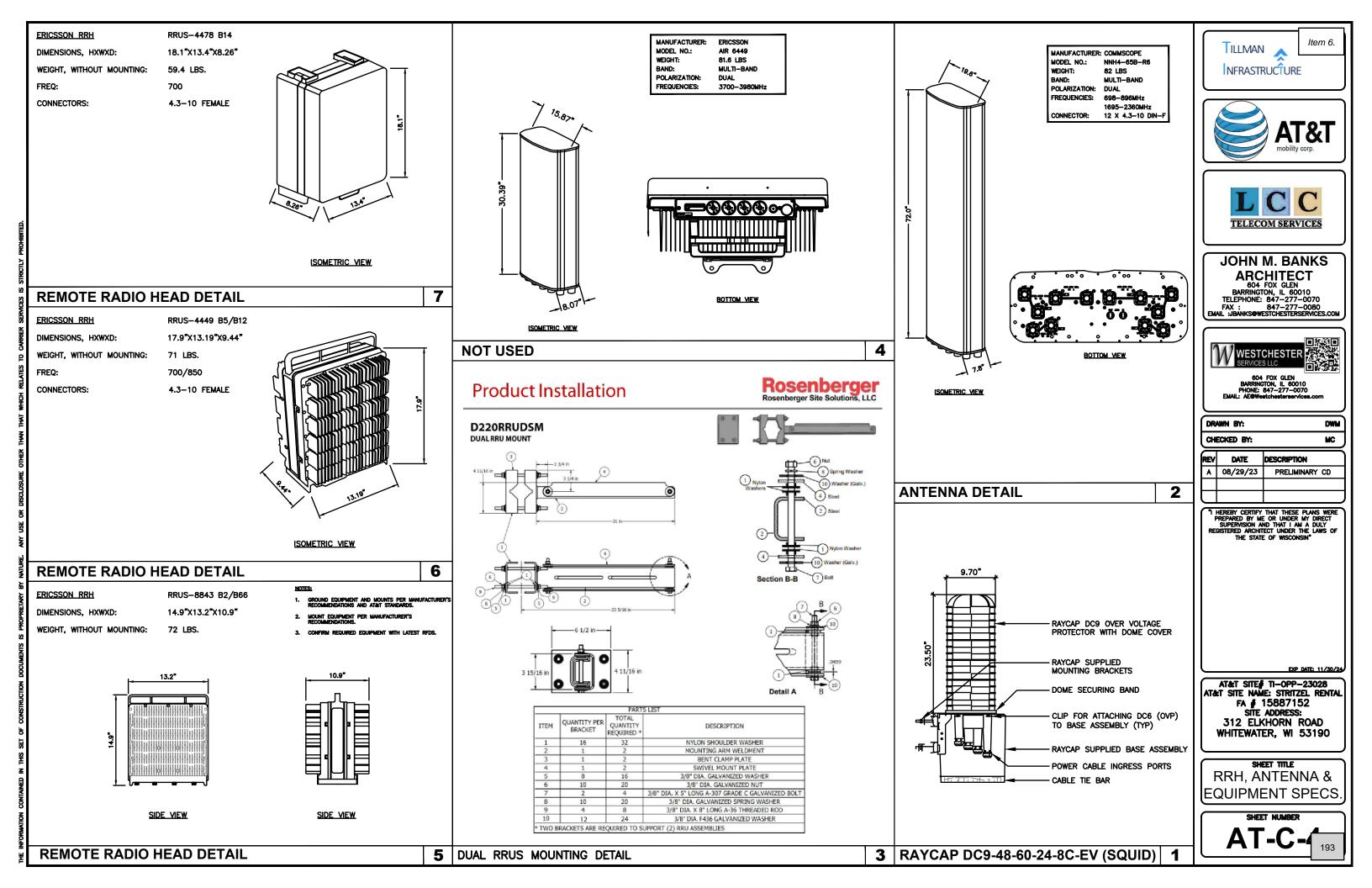
APPROVED	O AT&T MOUNTS
/	
MANUFACTURER	MODEL
ADVANCED TOWER	HEAVY WLL-3-NP
BETTER METAL	BVM-U12K-WLL-3
COMMSCOPE	SFG2CT-12-B3
CONNECT-IT WIRELESS	3-PVFM12-3-B
KENWOOD TELECOM	T1672KT12-3S
NEWAVE	ATV-312-3
ROHN PRODUCTS	(3) KY2016A12 (3) KY1995A
SABRE	C10857007C
VALMONT	VFA10-HD3T5NP

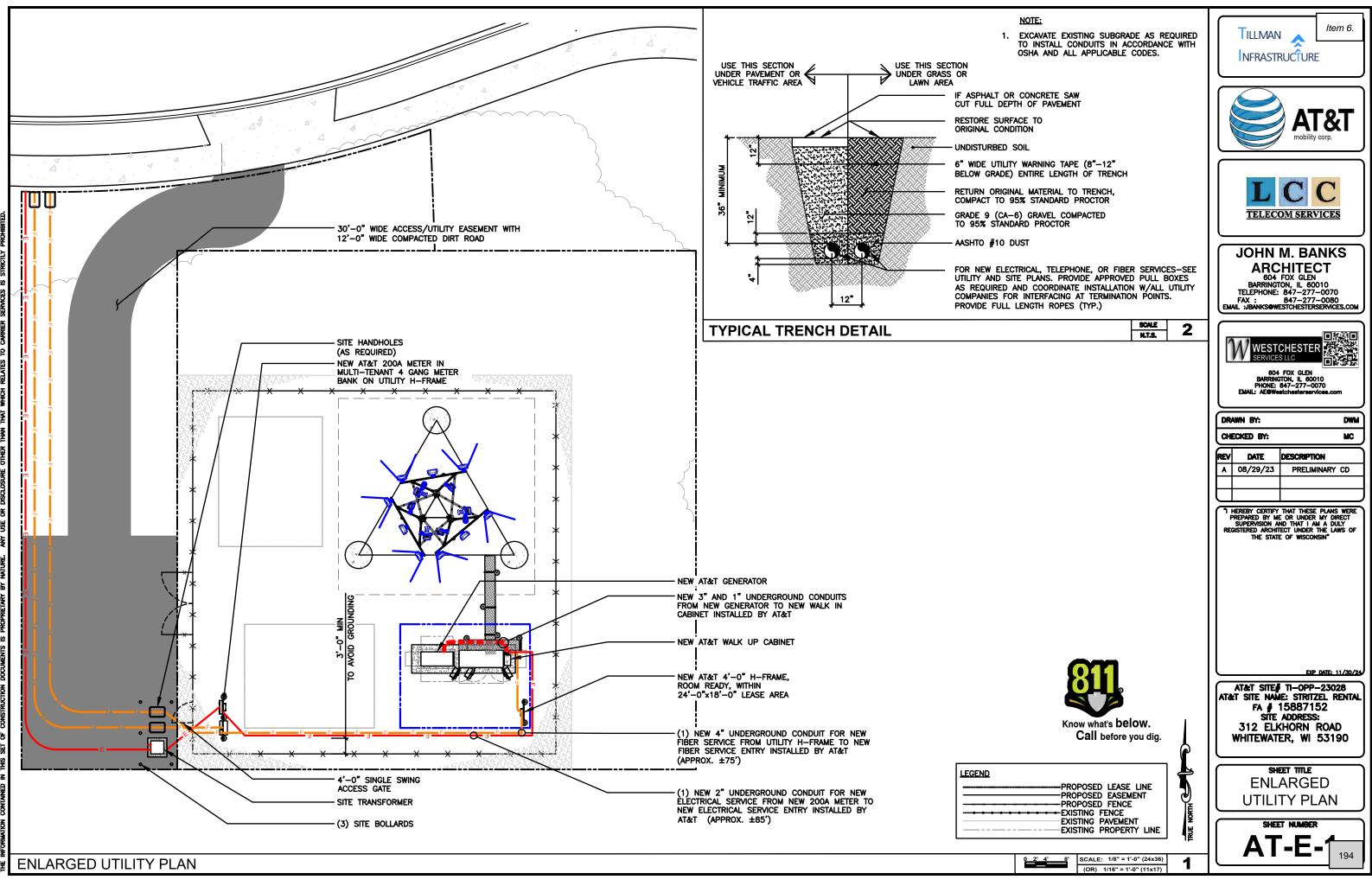
PROPOSED AT&T 12'-0" ANTENNA MOUNT

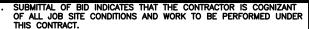
1











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SCALE

N.T.S.

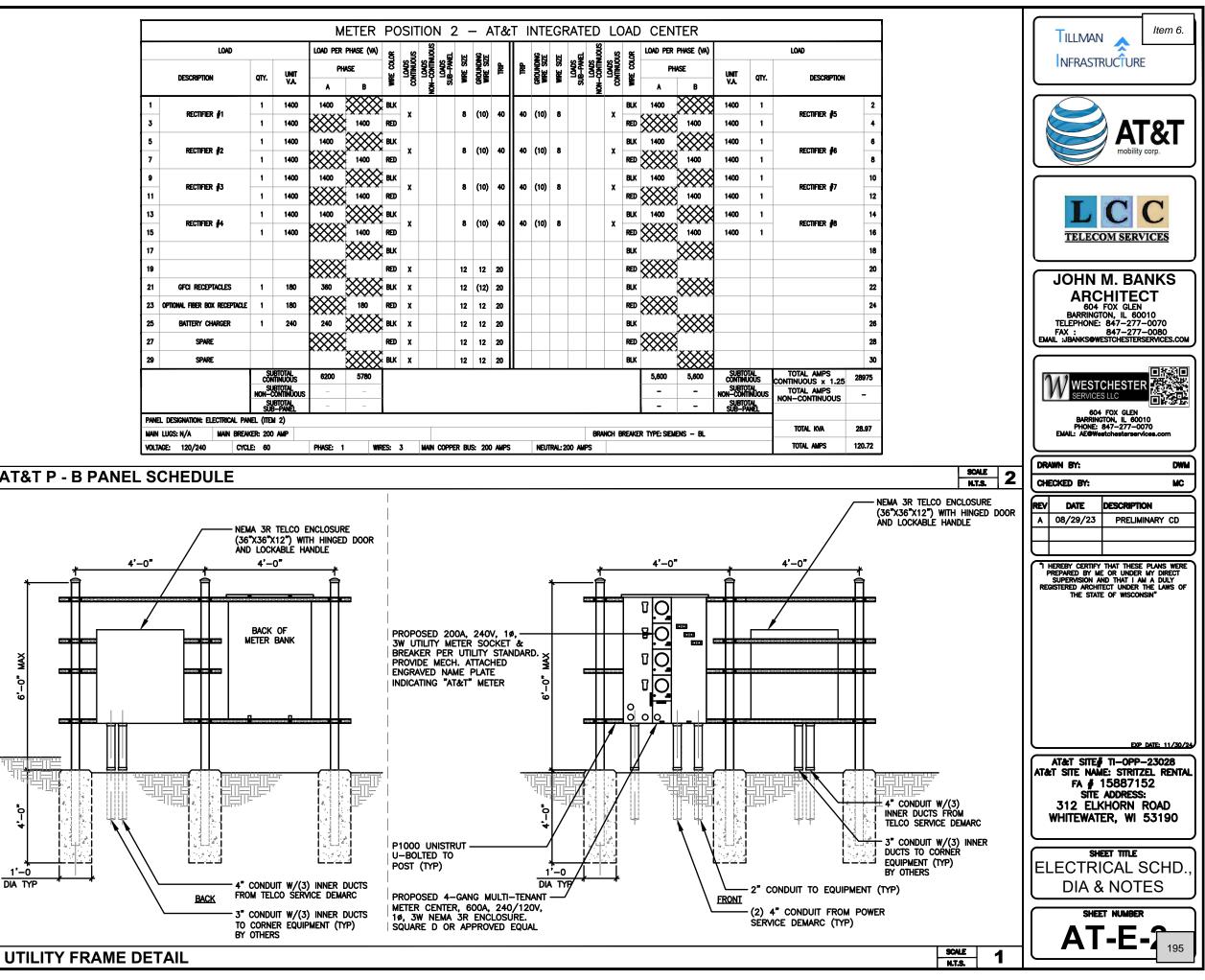
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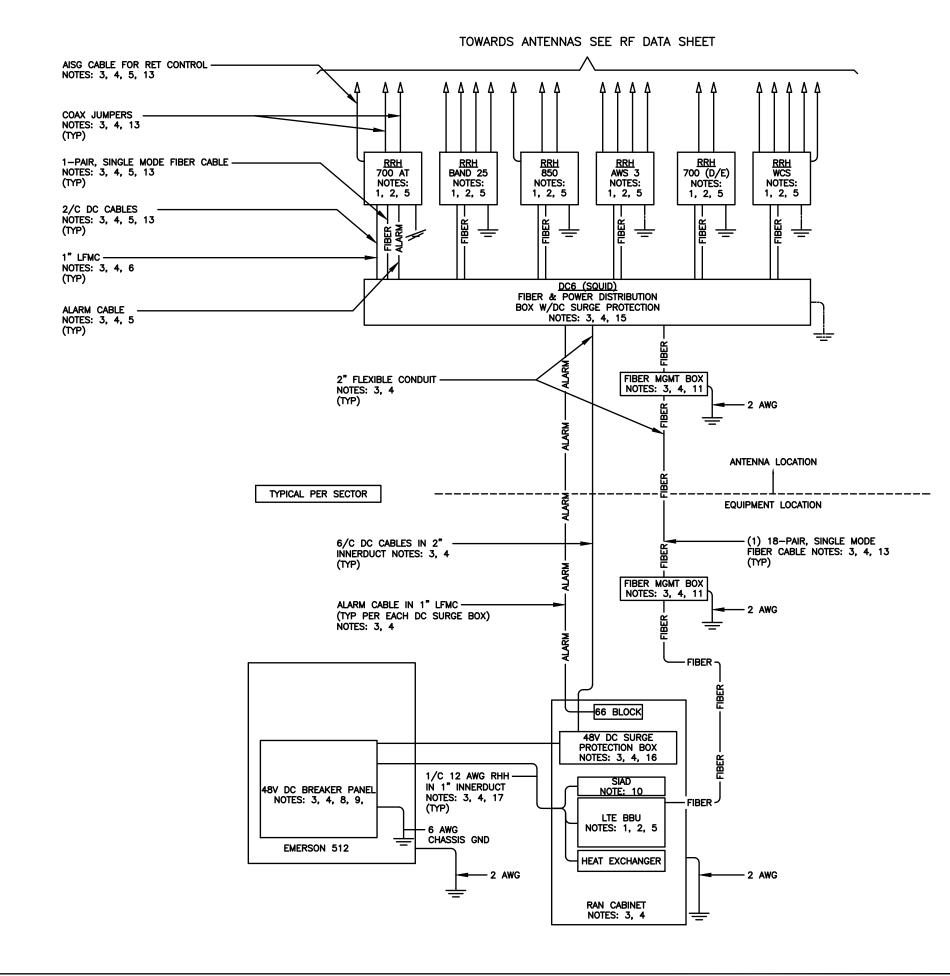
CONSTRUCTION MANAGER

ELECTRICAL NOTES

LOAD LOAD PER P					PHASE (VA)	æ	ø	SIO	_		6 1					L _	S	3 0	æ	LOAD PER	PHASE (VA)		LOAD	
DESCRIPTION		QTY.	UNIT V.A.	PHASE		WIRE COLOR	LOADS	LOADS NON-CONTINUOUS LOADS SUB-PANEL	LOMDS UB-PANE	wre size	GROUNDING WIRE SIZE	d H		GROUNDING WIRE SIZE	WIRE SIZE	LONDS SUB-PANEL	NON-CONTINUOUS	LOADS	WIRE COLOR	PHASE		UNIT V.A.	QTY.	DES
			V	A	B	>	0	Ż	S	-	G -			<u> </u>	_	S	Ż	0	>	۸	B	•••		
1	Rectifier #1	1	1400	1400	****	BLK	x			8	(10)	40	40	(10)	8			x	BLK	1400	****	1400	1	RECTIFI
3		1	1400	∞		RED													RED	××××	1400	1400	1	
5	RECTIFIER #2	1	1400	1400	>>>>>	(BLK	x			8	(10)	40	40	(10)	8			x	BLK	1400	$\times\!\!\times\!\!\times\!\!\times$	1400	1	RECTIFI
7		1	1400	\bigotimes	1400	RED					,								red	\times	1400	1400	1	
9	RECTIFIER #3	1	1400	1400	\times	BLK	x			8	(10)	40	40	(10)	8			x	BLK	1400	>>>>>	1400	1	RECTIFI
11		1	1400		× 1400	RED				-	,								RED	$\times\!\!\times\!\!\times$	1400	1400	1	
13	RECTIFIER #4	1	1400	1400	\otimes	BLK	×			8	(10)	40	40	(10)				x	BLK	1400	\otimes	1400	1	RECTIFI
15	REGIMER #+	1	1400		1400	RED	^			0	(10)		~	(10)	0			^	RED	>>>>	1400	1400	1	REGIN
17						BLK													BLK		>>>>>			
19				\bigotimes	*	RED	x			12	12	20							RED	\times				
21	GFCI RECEPTACLES	1	180	360	\otimes	BLK	x			12	(12)	20							BLK		\otimes			
23	OPTIONAL FIBER BOX RECEPTACLE	1	180		180	RED	x			12	12	20							RED	\times				
25	BATTERY CHARGER	1	240	240		BLK	x			12	12	20							BLK					
27	SPARE			\bigotimes		RED	x			12	12	20							RED	>>>>				
29	SPARE				\times	BLK	x			12	12	20							BLK		\times			
			IBTOTAL ITINUOUS	6200	5780															5,600	5,600	Subto Contin		TOTAL AN CONTINUOUS
			IBTOTAL CONTINUOUS	-	-															-	-	SUBTO		TOTAL AN NON-CONTIN
			ibtotal B-Panel	-	-															-	-	Subto Sub-P	ANEL	
	EL DESIGNATION: ELECTRICAL PAN LUGS: N/A MAIN BREAK	•	•														BRA	ICH B	REAKE	r type: siem	ens – Bl			TOTAL KV
	· · · · · · · · · · · · · · · · · · ·	E: 60		PHASE: 1		ÆS:	-		COPPER							00 AM								TOTAL AM

AT&T P - B PANEL SCHEDULE





NOTES:

- 1. FURNISHED BY OEM/AT&T.
- 3. FURNISHED BY OTHERS
- 4. INSTALLED BY OTHERS
- 5. FINAL CONNECTION BY OEM OR AS SCOPED BY MARKET.
- TERMINATED.
- 7. DELETED.
- 8. BREAKERS SPECIFIED SOLD SEPERATELY.
- 9. BREAKERS TO BE TAGGED AND LOCKED OUT.

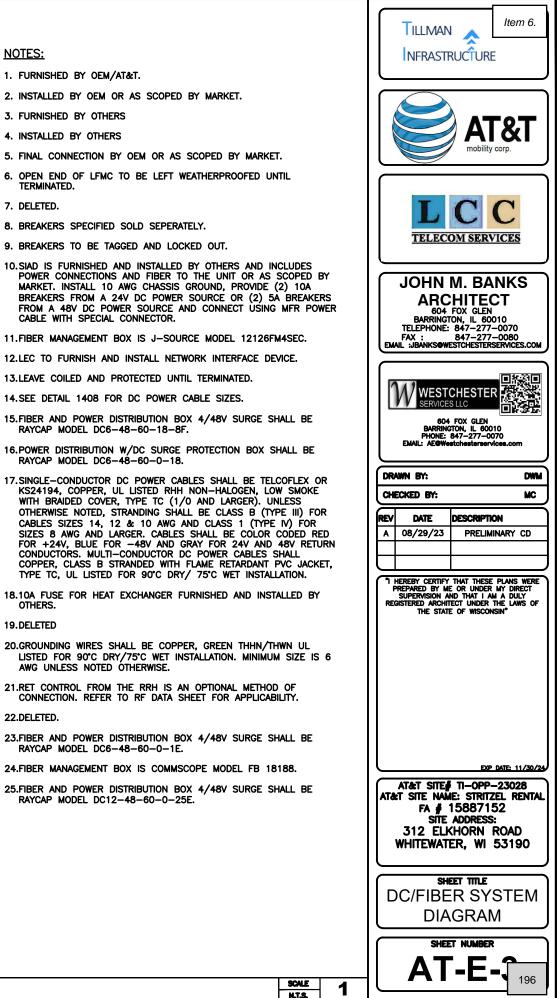
CABLE WITH SPECIAL CONNECTOR.

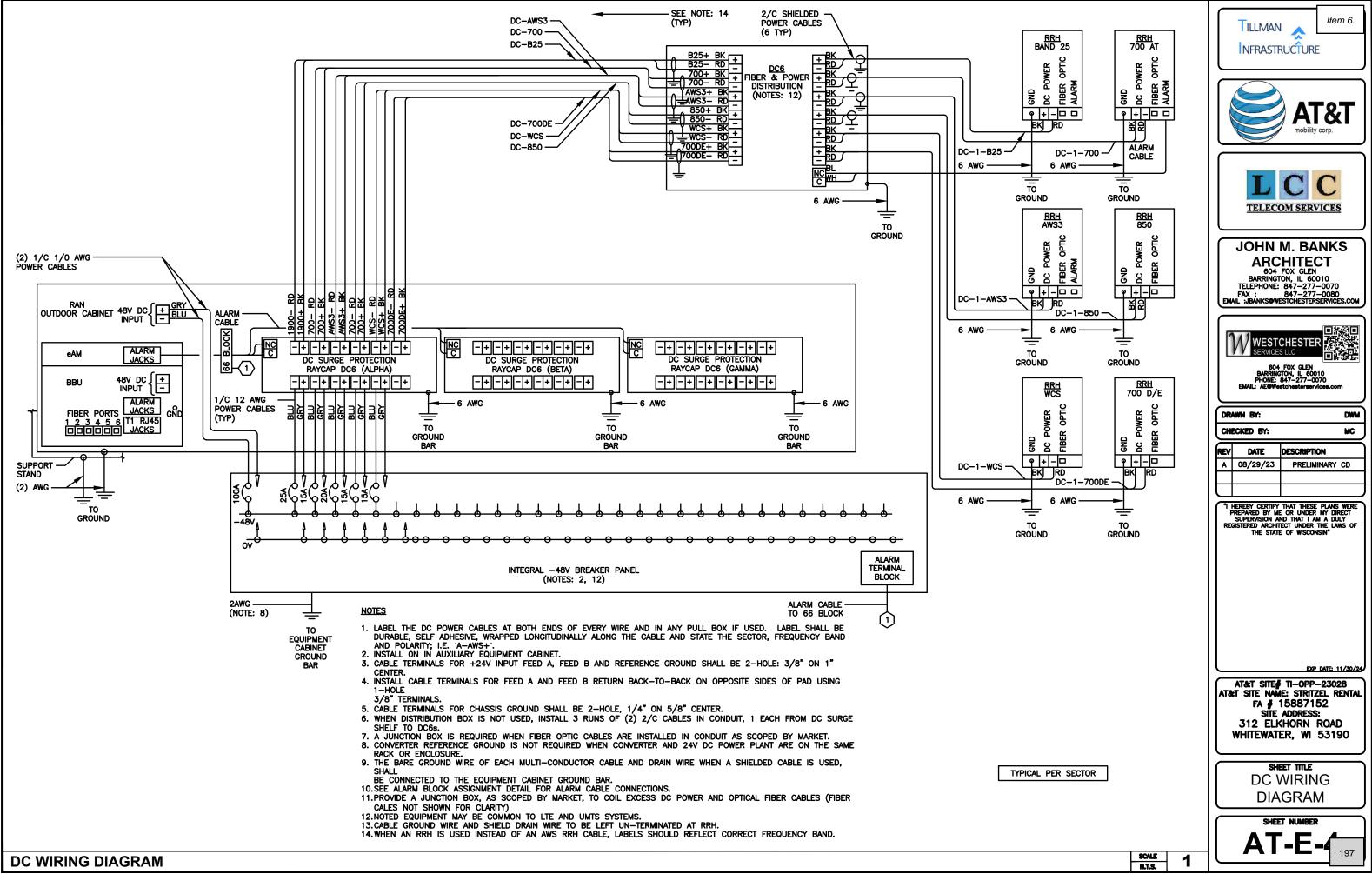
- 13. LEAVE COILED AND PROTECTED UNTIL TERMINATED.
- 14.SEE DETAIL 1408 FOR DC POWER CABLE SIZES.
- RAYCAP MODEL DC6-48-60-18-8F.
- RAYCAP MODEL DC6-48-60-0-18.
- OTHERS.

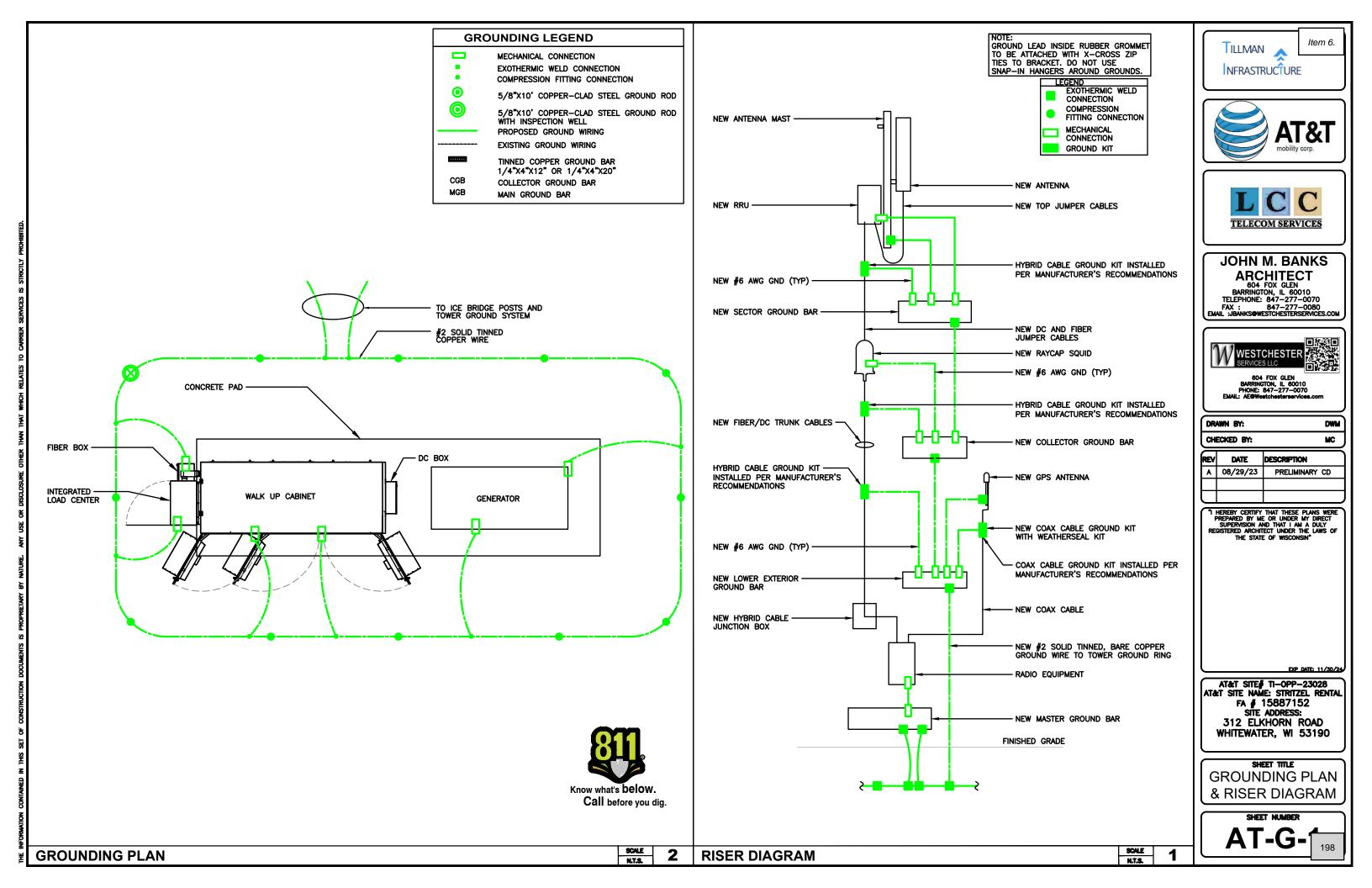
19.DELETED

- AWG UNLESS NOTED OTHERWISE
- 22.DELETED.
- RAYCAP MODEL DC6-48-60-0-1E.
- RAYCAP MODEL DC12-48-60-0-25E.

DC/FIBER SYSTEM DIAGRAM







GROUNDING NOTES:

- GROUNDING SHALL COMPLY WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE.
- ALL GROUNDING DEVICES SHALL BE U.L. APPROVED OR LISTED FOR THEIR INTENDED USE.
- ALL WIRES SHALL BE AWG THHN/THWN COPPER UNLESS NOTED OTHERWISE.
- GROUNDING CONNECTIONS TO GROUND RODS, GROUND RING WIRE, TOWER BASE AND FENCE POSTS SHALL BE EXOTHERMIC ("CADWELDS") UNLESS NOTED OTHERWISE. CLEAN SURFACES TO SHINY METAL. WHERE GROUND WIRES ARE CADWELDED TO GALVANIZED SURFACES, SPRAY CADWELD WITH GALVANIZING PAINT.
- GROUNDING CONNECTIONS TO GROUND BARS ARE TO BE TWO-HOLE BRASS MECHANICAL CONNECTORS WITH STAINLESS STEEL HARDWARE (INCLUDING SCREW SET) CLEAN GROUND BAR TO SHINY METAL. AFTER MECHANICAL CONNECTION, TREAT WITH PROTECTIVE ANTIOXIDANT COATING.
- GROUND COAXIAL CABLE SHIELDS AT BOTH ENDS WITH MANUFACTURER'S GROUNDING KITS.
- ROUTE GROUNDING CONDUCTORS THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. BEND GROUNDING LEADS WITH A MINIMUM 12" RADIUS.
- INSTALL #2 AWG GREEN-INSULATED STRANDED WIRE FOR ABOVE GRADE GROUNDING AND ∦2 BARE TINNED COPPER WIRE FOR BELOW GRADE GROUNDING UNLESS OTHERWISE NOTED.
- REFER TO GROUNDING PLAN FOR GROUND BAR LOCATIONS. GROUNDING CONNECTIONS SHALL BE EXOTHERMIC TYPE ("CADWELDS") TO ANTENNA MOUNTS AND GROUND RING, REMAINING GROUNDING CONNECTIONS SHALL BE COMPRESSION FITTINGS. CONNECTIONS TO GROUND BARS SHALL BE MADE WITH TWO-HOLE
- 10. THE GROUND ELECTRODE SYSTEM SHALL CONSIST OF DRIVEN GROUND RODS POSITION ACCORDING TO GROUNDING PLAN. THE GROUND RODS SHALL BE 5/8"X10'-0" COPPER CLAD STEEL INTERCONNECTED WITH #2 BARE TINNED COPPER WIRE BURIED 36" BELOW GRADE. BURY GROUND RODS A MAXIMUM OF 15' APART, AND A MINIMUM OF 8' APART.
- 1. IF ROCK IS ENCOUNTERED GROUND RODS SHALL BE PLACED AT AI OBLIQUE ANGLE NOT TO EXCEED 45°.
- 12. EXOTHERMIC WELDS SHALL BE MADE IN ACCORDANCE WITH ERICO PRODUCTS BULLETIN A-AT.
- 13. CONSTRUCTION OF GROUND RING AND CONNECTIONS TO EXISTING GROUND RING SYSTEM SHALL BE DOCUMENTED WITH PHOTOGRAPHS PRIOR TO BACKFILLING SITE. PROVIDE PHOTOS TO THE VERIZON WIRELESS CONSTRUCTION MANAGER.
- 4. ALL GROUND LEADS EXCEPT THOSE TO THE EQUIPMENT ARE TO BE #2 BARE TINNED COPPER WIRE. ALL EXTERIOR GROUND BARS
- 15. PRIOR TO INSTALLING LUGS ON GROUND WIRES, APPLY THOMAS & BETTS KOPR-SHIELD (TM OF JET LUBE INC.). PRIOR TO BOLTING GROUND WIRE LUGS TO GROUND BARS, APPLY KOPR-SHIELD OR FOLIAL
- 16. ENGAGE AN INDEPENDENT ELECTRICAL TESTING FIRM TO TEST AND VERIFY THAT IMPEDANCE DOES NOT EXCEED FIVE OHMS TO GROUN BY MEANS OF "FALL OF POTENTIAL TEST". TEST SHALL BE WITNESSED BY A METROPCS REPRESENTATIVE, AND RECORDED ON THE "GROUND RESISTANCE TEST" FORM.
- WHERE BARE COPPER GROUND WIRES ARE ROUTED FROM ANY CONNECTION ABOVE GRADE TO GROUND RING, INSTALL WIRE IN 3/4" PVC SLEEVE, FROM 1' BELOW GRADE AND SEAL TOP WITH
- 8. PREPARE ALL BONDING SURFACES FOR GROUNDING CONNECTIONS BY REMOVING ALL PAINT AND CORROSION DOWN TO SHINY METAL. FOLLOWING CONNECTION, APPLY APPROPRIATE ANTI-OXIDIZATION
- 9. ANY SITE WHERE THE EQUIPMENT (BTS, CABLE BRIDGE, PPC, GENERATOR, ETC.) IS LOCATED WITHIN 6 FEET OF METAL FENCING, THE GROUND RING SHALL BE BONDED TO THE NEAREST FENCE POST USING (3) RUNS OF #2 BARE TINNED COPPER WIRE.

SCALE

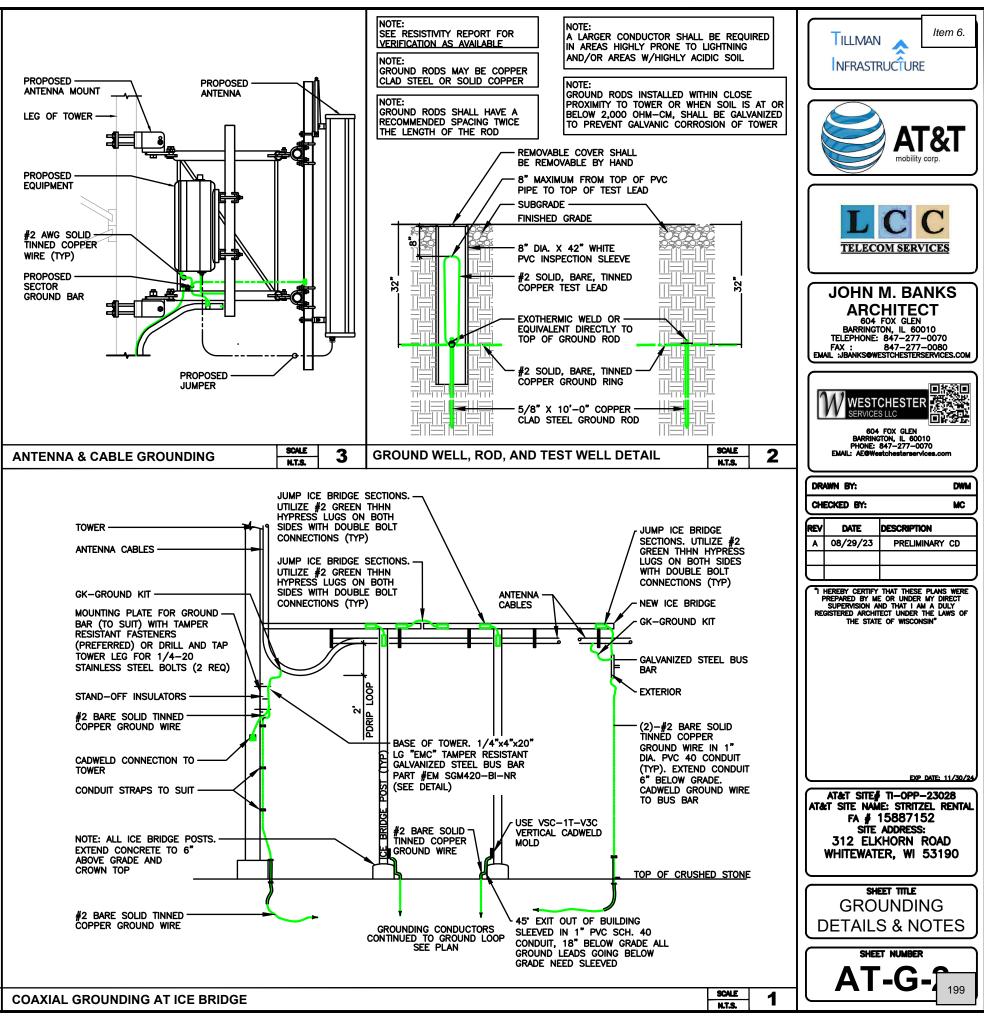
NTS.

5

CABLE COLOR CODING NOTES:

- SECTOR ORIENTATION/AZIMUTH WILL VARY FROM REGION AND IS SITE SPECIFIC. REFER TO RF REPORT FOR EACH SITE TO DETERMINE THE ANTENNA LOCATION AND FUNCTION OF EACH TOWER SECTOR FACE.
- THE ANTENNA SYSTEM CABLES SHALL BE LABELED WITH VINYL TAPE EXCEPT IN LOCATIONS WHERE ENVIRONMENTAL CONDITIONS CAUSE PHYSICAL DAMAGE, THEN PHYSICAL TAGS ARE PREFERRED.
- THE STANDARD IS BASED ON EIGHT COLORED TAPES RED, BLUE, GREEN, YELLOW, ORANGE, BROWN, WHITE & VIOLET. THESE TAPES MUST BE 3/4" WIDE & UV RESISTANT SUCH AS SCOTCH 35 VINYL ELECTRICAL COLOR CODING TAPE AND SHOULD BE READILY AVAILABLE TO THE ELECTRICIAN OR SUBCONTRACTOR ON SITE.
- USING COLOR BANDS ON THE CABLES, MARK ALL RF CABLES BY SECTOR AND NUMBER AS SHOWN ON "CABLE MARKING COLOR CONVENTION TABLE".
- WHEN AN EXISTING COAXIAL LINE THAT IS INTENDED TO BE A WHEN AN EXISTING COAXIAL LINE THAT IS INTENDED TO BE A SHARED LINE BETWEEN GSM/3G AND IS-136 TDMA IS ENCOUNTERED, THE SUBCONTRACTOR SHALL REMOVE THE EXISTING COLOR CODING SCHEME AND REPLACE IT WITH THE COLOR CODING AND TAGGING STANDARD THAT IS OUTLINED IN THE CURRENT VERSION OF ND-00027. IN THE ABSENCE OF AN EXISTING COLOR CODING TAGGING SCHEME, OR WHEN INSTALING PROPOSED COAXIAL CABLES, THIS GUIDELINE SHALL BE IMPLEMENTED AT THAT SITE PEGABORESS OF TECHNOLOGY
- ALL COLOR CODE TAPE SHALL BE 3M-35 AND SHALL BE A MINIMUM OR (3) WRAPS OF TAPE AND SHALL BE NEATLY TRIMMED AND SMOOTHED OUT SO AS TO AVOID UNRAVELING.
- All color bands installed at the top of tower shall be a minimum of 3" wide and shall have a minimum of 3/4" of space in between each color.
- ALL COLOR CODES SHALL BE INSTALLED AS TO ALIGN NEATLY WITH ONE ANOTHER FROM SIDE TO SIDE.
- IF EXISTING CABLES AT THE SITE ALREADY HAVE A COLOR CODING SCHEME AND THEY ARE NOT INTENDED TO BE REUSED OR SHARED WITH THE GSM TECHNOLOGY, THE EXISTING COLOR CODING SCHEME ALL REMAIN UNTOUCHED.
- CABLE MARKING TAGS:
- When using the alternative labeling method, each RF cable shall be identified with a metal id tag made of stainless steel or brass. The tag shall be $1-1/2^{"}$ in diameter with $1/4^{"}$ stamped letters and numbers indication the sector, antenna position and cable number. Id marking locations should be as per "cable marking locations table". The tag should be ATTACHED WITH CORROSION PROOF WIRE AROUND THE CABLE AT THE SAME LOCATION AS DEFINED ABOVE. THE TAG SHOULD BE LABELED AS SHOWN ON THE "GSM AND UMTS LINE TAG" DETAIL.

-									
		CABLE MARKING LOCATIONS TABLE							
	NO.	LOCATIONS							
	1	EACH JUMPER SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS.							
•	2	2 EACH MAIN COAX SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS AT THE TOP JUMPER CONNECTION AND WITH (1) SET OF 3/4" WIDE COLOR BANDS PRIOR TO ENTERING THE BTS OR SHELTER.							
	3	CABLE ENTRY PORT ON THE INTERIOR OF SHELTER.							
	€	ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF THE BOTTOM JUMPER.							
	5	ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF $3/4^{\circ}$ wide bands on each end of the bottom jumper.							



Sworn Statement of Carrier - Wis. Stat. § 66.0404(2)(2)(b)(5)

AFFIDAVIT SWORN STATEMENT OF NEED FOR A NEW MOBILE SERVICE SUPPORT STRUCTURE IN SUPPORT OF NEW TOWER CONSTRUCTION

STATE OF THNKS COUNTY OF Prage)

The undersigned, Andrew T. Flowers, being first duly sworn on oath, deposes and states as follows:

1. My name is Andrew Flowers and I am employed by AT&T Mobility dba New Cingular Wireless PCS, LLC as its Sr. Real Estate Manager. My job duties include, among other things, responsibility, and oversight of AT&T Mobility's wireless network real estate. This includes oversight of the newly proposed mobile service support structure at the address of 312 Elkhorn Road, Whitewater, WI 53190, with a property parcel ID number of A91900003, and Lat/Long coordinates of 42.83056204, -88.71090223 (the "New Tower Location").

2. This Sworn Statement is made pursuant to City of Whitewater.

3. I make and submit this Sworn Statement in support of the accompanying application and supplement documents for the request of zoning approval submitted by applicant LCC Telecom Services LLC, and pursuant to which Tillman Infrastructure LLC proposes to develop and construct a 195' tall Self Support Tower, overall structure height 199' with lightning rod attachment, and related telecommunications equipment at the New Tower Location as described above and depicted on the site plans submitted along with the application.

4. Tillman Infrastructure LLC is in the business of, among other things, developing, constructing, and operating mobile service support structures (a/k/a telecommunications towers or cell towers) and leasing space on those structures and facilities to wireless carriers such as AT&T Mobility. Relevant to the present application, AT&T Mobility and Tillman Infrastructure LLC develop and build the referenced tower and lease space thereupon to AT&T Mobility as part of improving AT&T Mobility's wireless telecommunications network in the area surrounding the New Tower Location.

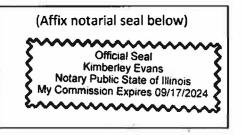
5. AT&T Mobility is improving and upgrading its network's wireless coverage and capacity in the area surrounding New Tower Location to provide needed improvement to signal strength, in-building penetration, and reliable, high-speed wireless data capability. In order to accomplish these objectives, AT&T Mobility and Tillman Infrastructure LLC are proposing the new mobile support structure tower and related telecommunications site at the New Tower Location.

6. The proposed mobile service support structure at the New Tower Location is a necessary infrastructure addition and will become an integral part of AT&T Mobility's wireless network. The primary functions of the proposed site are to provide enhanced, reliable wireless coverage and additional capacity which will help ensure seamless wireless data capabilities and connectivity to AT&T Mobility's customers in the area. Without this site, the signal strength and data capacity in the area will not be adequate for a reliable network. As consumption of data services surge, the importance of this site also surges. AT&T Mobility has evaluated the existing structure locations in the surrounding area, and there are no existing towers or other tall structures that could accommodate AT&T Mobility's equipment to achieve substantially similar network functionality, coverage, and capacity. Consequently, because co-locating on no other existing structure would provide the required wireless coverage, signal strength, or data speeds to the coverage objective and intended areas, the proposed new mobile service support structure is necessary to provide the coverage and capacity required for a fully functioning wireless network.

Dated this 12 day of Die , 20 23

(Affiant) Andrew T. Flowers (Affiant's job title) SR. Real Estate and Construction Manager IL/WI (Carrier) AT&T Mobility

Subscribed and sworn before me this , day of De20 23 otary Public, State 'nf My commission expires:



Engineer's Fall Zone Letter

Per City of Whitewater Zoning Ordinance Section 19.55.070(D), wireless telecommunications towers must be set back from all property lines equal to the height of the support structure. A reduced setback may be considered on the basis of a structural engineering analysis, which has been attached to this application.

Wisconsin State Statute 66.0505(2)(g) additionally provides that:

g) If an applicant provides a political subdivision with an engineering certification showing that a mobile service support structure, or an existing structure, is designed to collapse within a smaller area than the setback or fall zone area required in a zoning ordinance, that zoning ordinance does not apply to such a structure unless the political subdivision provides the applicant with substantial evidence that the engineering certification is flawed.



November 10, 2023

Ms. Chelsea Iglesias Tillman Infrastructure, LLC 299 Market St, Suite 350 Saddle Brook, NJ 07663

RE: Proposed 195' Sabre Self-Supporting Tower for TI-OPP-23028, WI

Dear Ms. Iglesias,

Upon receipt of order, we propose to design a tower for the above referenced project for a Basic Wind Speed of 107 mph with no ice and 40 mph + 1.5" ice, Risk Category II, Exposure Category C, and Topographic Category 1 in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-H, "Structural Standard for Antenna Supporting Structures, Antennas and Small Wind Turbine Supporting Structures".

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors. Therefore, it is highly unlikely that the tower will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within one or more of the tower members in the upper portion. This would result in a buckling failure mode, where the loaded member would bend beyond its elastic limit (beyond the point where the member would return to its original shape upon removal of the wind load).

Therefore, it is likely that the overall effect of such an extreme wind event would be localized buckling of a tower section. Assuming that the wind pressure profile is similar to that used to design the tower, the tower is most likely to buckle at the location of the highest combined stress ratio in the upper portion of the tower. This would result in the portion of the tower above the failure location "folding over" onto the portion of the tower below the failure location. *Please note that this letter only applies to the above referenced tower designed and manufactured by Sabre Industries.* In the unlikely event of total separation, this would result in a fall radius less than or equal to 1/3 the tower height.

Sincerely,

Amy R. Herbst, P.E. Senior Design Engineer



Propagation Maps

Site WIL00671 Whitewater, WI

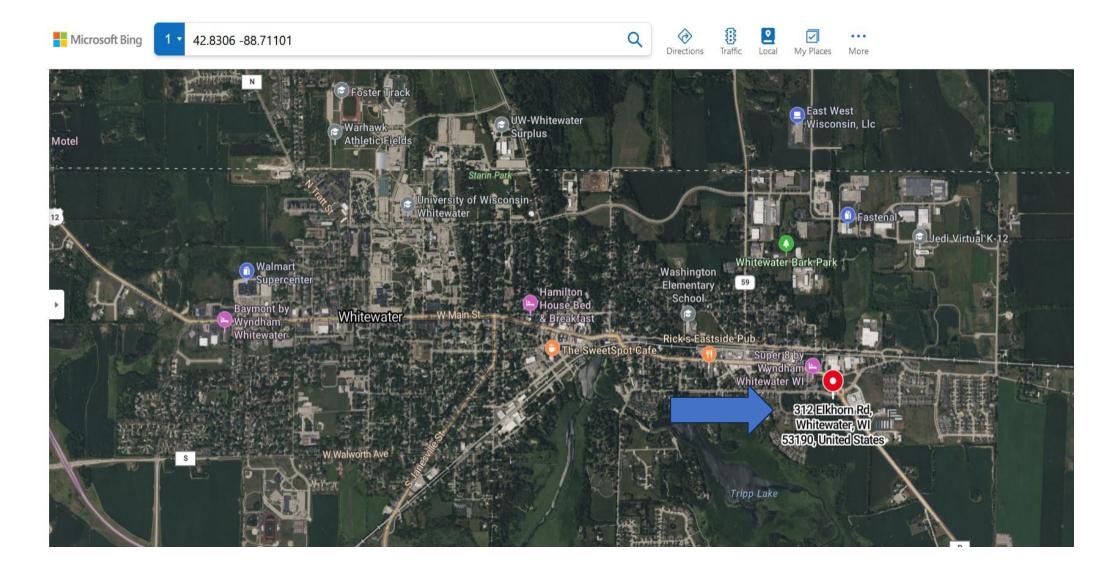
Item 6.

Comments

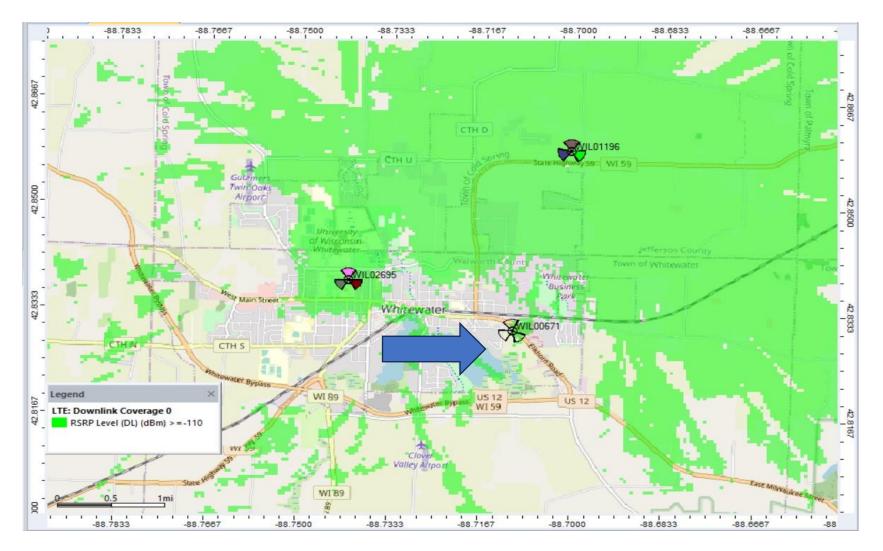
- This site is needed to improve both indoor and outdoor cell phone coverage in the Whitewater WI area. Building this site will improve download speeds in this area.
- This site will help improve coverage for the AT&T nationwide public safety network called FNET

Existing towers on Whitewater WI WIL02695 42.83823/-88.74117--230 NORTH PRAIRIE STREET,53190 WIL01196 42.85906/-88.70088--N555 HOWARD ROAD,53190 Proposed tower—WIL00671 42.8306/-88.71101--312 ELKHORN Road 53190

WIL00671 Area Map



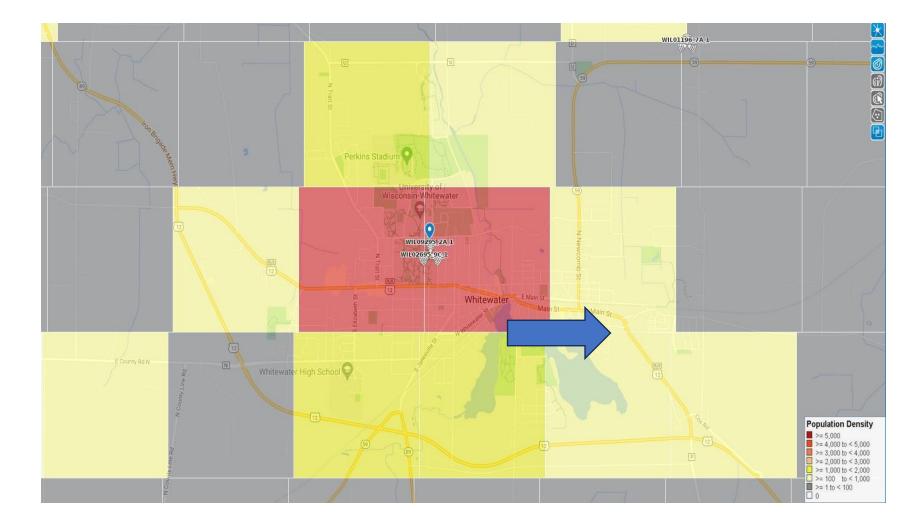
WIL00671 Existing Coverage Area-Plot



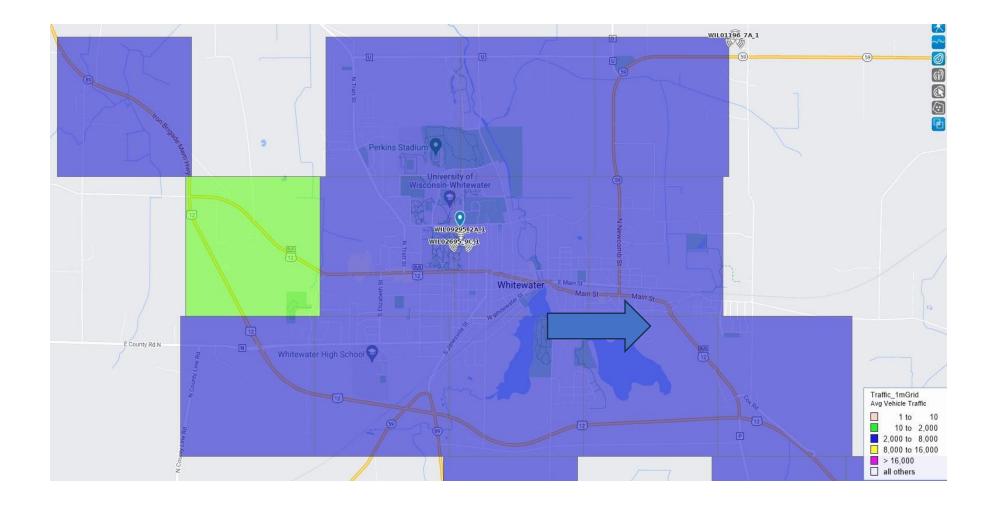
WIL00671 Proposed Coverage Area- Plot



Whitewater population data



Whitewater vehicle traffic map



Purchase Agreement

Approved by the Wisconsin Real Estate Examining Board 1/1/2021 (Optional Use Date) 2/1/2021 (Mandatory Use Date)

WB-13 VACANT LAND OFFER TO PURCHASE

	<u>S (AGENT OF BUYER)</u>
(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NO	Γ APPLICABLE
The Buyer, Tillman Infrastructure LLC, or its assigns	,
offers to purchase the Property known as <u>312 E khorn Road (Tax Key Nos. /A 91900002 and /A 91900003)</u>	
[e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, a	t lines 650-664. or
attach as an addendum per line 686] in the <u>City</u> of <u>Whitewater</u> of <u>Whitewater</u>	,
County of <u>Walworth</u> Wisconsin, on the following terms:	
PURCHASE PRICE The purchase price is	·····
Dollars (\$).
INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the	Property as of the date
stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: N	one.
NOTE: The forme of this Offer not the listing contract or marketing metaricle determine w	what items are included
NOTE: The terms of this Offer, not the listing contract or marketing materials, determine w or not included. Annual crops are not part of the purchase price unless otherwise agreed.	nat items are included
NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal pro	perty (unless included at
lines 12-13) and the following: None.	Jerty (unless included at
CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Sell	er or that are rented
and will continue to be owned by the lessor.	
"Fixture" is defined as an item of property which is physically attached to or so closely associate	
treated as part of the real estate, including, without limitation, physically attached items not easily rei	
to the premises, items specifically adapted to the premises and items customarily treated as fix	
limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings or and docks/piers on permanent foundations.	r permanent ioundations
CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 of	or at lines 650-664 or in
an addendum per line 686.	
BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted O	ffer is delivered to Buyer
on or before August 31, 2023	
Seller may keep the Property on the market and accept secondary offers after binding acceptance	of this Offer.
CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.	
ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer,	, or separate but identical
copies of the Offer.	
CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Conside	
Deadlines running from acceptance provide adequate time for <u>both</u> binding acceptance and	d performance.
CLOSING This transaction is to be closed on See Addendum A	
at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for clo	sing falls on a Saturday,
Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.	
CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received sh	
verified by phone or in person with the title company, financial institution, or entity directin estate licensees in this transaction are not responsible for the transmission or forwarding of	
transfer instructions.	of any wiring of money
EARNEST MONEY	
■ EARNEST MONEY of \$ 0.00 accompanies this Offe	ar .
If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknow	
	nmercially, electronically
or personally delivered within <u>10</u> days ("5" if left blank) after acceptance.	
All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as	
	DSE NOT APPLICABLE
(listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).	d bu the Deutles su
CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafter attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest mone	
disbursement agreement	sy, consider a special

⁵⁴ disbursement agreement. ⁵⁵ ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

Item 6 56 DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM: If negotiations do not result in an accepted offer a 57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository 58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall 59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according 60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been 61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the 62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4) 63 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain 64 65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the 66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

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

TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) 77 78 occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in 79 this Offer except: None.

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

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

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has 94 95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in 96 Seller's Vacant Land Disclosure Report dated which was received by Buyer prior to Buyer

signing this Offer and that is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE 97 98 and Within ten (10) days of acceptance, Seller shall provide a Vacant Land Disclosure Report dated on or after the date of Seller's acceptance 99 of this Offer.

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

"Conditions Affecting the Property or Transaction" are defined to include: 101

Flooding, standing water, drainage problems, or other water problems on or affecting the Property. 102 a.

Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value 103 b. 104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

105 C. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other 106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum 107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program. 108

Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface 109 **d**. 110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous 111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other 112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil 113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.

Material violation of an environmental rule or other rule or agreement regulating the use of the Property. 114 e.

Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in 115 **f**.

116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine of 117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission 118 lines located on but not directly serving the Property.

119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic 120 substances on neighboring properties.

121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the 122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or 123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but 124 that are not closed or abandoned according to applicable regulations.

125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic 126 system serving the Property not closed or abandoned according to applicable regulations.

127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or 128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel 129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may 130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; 131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department 132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use 133 or not. Department regulations may require closure or removal of unused tanks.)

134 k. Existing or abandoned manure storage facilities located on the property.

135 I. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment; 136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special 137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.

m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
 involving the Property without required state or local permits.

141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit 142 and there are common areas associated with the Property that are co-owned with others.

143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain, 144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan 145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that 146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the 147 county.

148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning 149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation 150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated 151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization 152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or 153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements 155 other than recorded utility easements.

¹⁵⁶ q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment ¹⁵⁷ conversion charge; or payment of a use-value assessment conversion charge has been deferred.

¹⁵⁸ r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop ¹⁵⁹ Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will 161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or 162 similar group of which the Property owner is a member.

163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint 164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but 165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, 166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of 167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.

168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an 169 existing condition.

170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting 171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator. 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.

173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.

174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or 175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.

176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other 177 Defect or material condition.

Item 6.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Prop

179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f). 180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a 181 lease agreement or an extension of credit from an electric cooperative.

GOVERNMENT PROGRAMS: Seller shall deliver to Buyer, within ______ days ("15" if left blank) after acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

191 CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such 192 programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program 193 such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not 194 continued after sale. The Parties agree this provision survives closing.

MANAGED FOREST LAND: If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL) 195 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive 196 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders 197 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the 198 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the 199 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL 200 201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land, 202 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program 203 and may result in the assessment of penalties. For more information call the local DNR forester or visit 204 https://dnr.wisconsin.gov/topic/forestry. 205

USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that
 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
 Equalization Bureau or visit http://www.revenue.wi.gov/.

FARMLAND PRESERVATION: The early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit <u>http://www.datcp.state.wi.us/</u> for more information.

CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service

Agency office or visit http://www.fsa.usda.gov/. 220 SHORELAND ZONING ORDINANCES: All counties must adopt uniform shoreland zoning ordinances in compliance with 221 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 222 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards 223 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that 224 225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit https://dnr.wi.gov/. 226 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland 227

228 zoning restrictions, if any.

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

231 CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and 232 occupied for farming or grazing purposes.

PROPERTY DEVELOPMENT WARNING: If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

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

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

251 Proposed Use: Buyer is purchasing the Property for the purpose of:

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254	and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to
255	purchase, e.g.1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].
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260	PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY: Written evidence from a
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271	APPROVALS/PERMITS: Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272	granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273	related to Buyer's proposed use:
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275	UTILITIES: Written verification of the location of the following utility service connections (e.g., on the Property, at
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	stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY rezoning; conditional use permit;
	variance; other for the Property for its proposed use described at lines 251-255.
	Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within days of
	acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.
	MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller
	providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289	a registered land surveyor, within days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) STRIKE ONE
290	("Seller's" if neither is stricken) expense. The map shall show minimum of acres, maximum of
	acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292	Property, the location of improvements, if any, and:
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294	
	be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
	dimensions; total acreage or square footage; easements or rights-of-way.
	CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required
	to obtain the map when setting the deadline.
	This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300	to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301	inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of

302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

Property Address: 312 Elkhorn Road (Tax Key Nos. /A 91900002 and /A 91900003), Whitewater, WI 53190

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³⁰³ provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a *ltem 6.* ³⁰⁴ notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

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

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

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

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

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

_ (list any Property component(s)

to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects. (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided

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

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

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

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

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

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

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

In Strike ONE ("shall") and Strike ONE ("shall" if neither is stricken) have the right to cure the Defects.
 If Seller has the right to cure, Seller may satisfy this contingency by:

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

346 stating Seller's election to cure Defects;

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354

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

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

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

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

(2) Seller has the right to cure but:

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

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

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

FINANCING COMMITMENT CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written 355 [loan type or specific lender, if any] first mortgage loan commitment as described 356 days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$ 357 below, within years, amortized over not less than for a term of not less than years. Initial 358 . Buyer acknowledges that lender's 359 monthly payments of principal and interest shall not exceed \$ 360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees 361 362 to pay discount points in an amount not to exceed ____ % ("0" if left blank) of the loan. If Buyer is using multiple lo

Item 6 363 sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum at 364 per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly 365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow 366 lender's appraiser access to the Property.

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

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

FIXED RATE FINANCING: The annual rate of interest shall not exceed 371

ADJUSTABLE RATE FINANCING: The initial interest rate shall not exceed %. The initial interest rate 372

months, at which time the interest rate may be increased not more than shall be fixed for % ("2" if 373

left blank) at the first adjustment and by not more than % ("1" if left blank) at each subsequent adjustment. 374 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus 375 % ("6" if

left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes. 376

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

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

(1) signed by Buyer; or, 381

(2) accompanied by Buyer's written direction for delivery. 382

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

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

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

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

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

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394: or 396

(2) the Deadline for delivery of the loan commitment on line 357, 397

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

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

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

407 (2)AUB

[Specify documentation Buyer agrees to deliver to Seller].

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

415		_ A	PPR	AISAL	CON	TING	ENCY:	This Off	er is	conting	ent upo	n Buye	er or Buy	er's le	nder h	aving	the Prop	erty a	ppraised
416	at E	Buye	r's e	xpense	∍bya	ı Wisc	consin	licensed	or	certified	indepe	endent	apprais	er who	issue	es an	appraisa	l repo	ort dated
417	sub	sequ	ient ⁻	to the c	late st	ated c	on line	1 of this	Offe	r, indica	ting an	apprai	sed valu	e for th	e Prop	perty e	equal to d	or grea	ater than
418	the	agre	ed u	ipon pu	rchase	e price	e.												

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

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

423 If Seller has the right to cure. Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase days ("5" if left blank) after Buyer's delivery of the appra 424 price to the value shown on the appraisal report within 220

425	report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment in
	by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.
427	This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428	appraisal report and:
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432 433	
	NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.
	CLOSING OF BUYER'S PROPERTY CONTINGENCY : This Offer is contingent upon the closing of the sale of
	Buyer's property located at
437	no later than (the Deadline). If closing does not occur by the Deadline, this Offer shall
	become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
	financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
	or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
	bridge loan shall not extend the closing date for this Offer.
442	BUMP CLAUSE: If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. If Buyer does not deliver to Seller the documentation listed below withinhours ("72" if
	left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:
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449	Proof of bridge loan financing.
450	Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
451	Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.
452	Other:
453	
	[insert other requirements, if any (e.g., payment of additional earnest money, etc.)]
	SECONDARY OFFER: This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
	delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
	notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
	delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than days ("7"
	if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
	Offer becomes primary.
	HOMEOWNERS ASSOCIATION If this Property is subject to a homeowners association, Buyer is aware the Property may
	be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
	fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) STRIKE ONE ("Buyer" if neither is
	stricken).
466	CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values:
	real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
	association assessments, fuel and none other
	CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
470	Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
471	Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA
471 472	Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
	Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
472 473 474	Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA: The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED.
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472 473 474 475 476 477	Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA: The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED. Current assessment times current mill rate (current means as of the date of closing). Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing).
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472 473 474 475 476 476 477 478 479 480	Real estate taxes shall be prorated at closing based on CHECK BOX FOR APPLICABLE PRORATION FORMULA: The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED. Current assessment times current mill rate (current means as of the date of closing). Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on

days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Partie *ltem 6.* re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation

and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 TITLE EVIDENCE

489 CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed 490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as 491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements 492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use 493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land 494 Disclosure Report and in this Offer, general taxes levied in the year of closing and <u>none other</u>.

495 496

(insert other allowable exceptions from title, if

⁴⁹⁷ any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute ⁴⁹⁸ the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

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

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

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

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

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

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

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

537 538

____. Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

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

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

Item 6

545 registered mail or make regular deliveries on that day.

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

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

556 ■ <u>FIRM:</u> "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

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

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

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

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square 562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas

⁵⁶³ used or other reasons, unless verified by survey or other means.
 ⁵⁶⁴ CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land
 ⁵⁶⁵ dimensions, if material.

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

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

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

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

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in 591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of 592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging 593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

597 If Buyer defaults, Seller may:

⁵⁹⁸ (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
 damages.

- 601 If <u>Seller defaults</u>, Buyer may:
- 602 (1) sue for specific performance; or

(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

Item 6 604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the ava 605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party 606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. 607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the 608 arbitration agreement.

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

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

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

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

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

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

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

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

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

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

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

650	ADDITIONAL PROVISIONS/CONTINGENCIES Buyer may assign this offer.	
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665	DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of	documents and
666	s written notices to a Party shall be effective only when accomplished by one of the authorized methods s	pecified at lines
667	7 668-683.	
668	(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for deliv	/ery if named at
	line 670 or 671.	
670	Name of Seller's recipient for delivery, if any:	
074	Nome of Duver's reginiget for delivery if any	
672	(2) Fax: fax transmission of the document or written notice to the following number:	
	Buyer: () (3) <u>Commercial</u> : depositing the document or written notice, fees prepaid or charged to an account, wi	
674	(3) <u>Commercial</u> : depositing the document or written notice, fees prepaid or charged to an account, wi	th a commercial
675	delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Pa	arty's address at
	a line 679 or 680.	
677	(4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, address	ed either to the
678	Party, or to the Party's recipient for delivery, for delivery to the Party's address.	
	Address for Seller:	
	Address for Buyer:	
	(5) Email: electronically transmitting the document or written notice to the email address.	
	Email Address for Seller: jonmarshall@hotmail.com	
	Email Address for Buyer: <u>cMularadelis@tillmaninfrastructure.com with copy to haley.stepanek@huschblackwell.com</u>	
684	PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named	Buyer or Seller
685	constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.	
686	ADDENDA: The attached Addendum Ais/are made pa	art of this Offer.
687	This Offer was drafted by [Licensee and Firm] Atty. Haley J. Stepanek / Husch Blackwell LLP	
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688		
~~~	(v) (MMA	1-1-2022
	(X) Ring the A Print Nome Hares & hill'S MULARAPENS, V.B. LICER	0.1045
690		Date A
691	(x) By:	
692	(x) By: Buyer's Signature▲ Print Name Here▶Title:	Date 🛦
693	SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS M	ADE IN THIS
694	OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO	CONVEY THE
695	PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES I	RECEIPT OF A
696	COPY OF THIS OFFER.	
007	$\langle \mathbf{x} \rangle$	
	(X) Soller's Signature & Brint Name Hore N	<b>D</b> 1 1
698	Seller's Signature ▲ Print Name Here ► Stritzel Rental Properties LLC	Date 🔺
699	(x) By: Terry Stritzel	
700	Seller's Signature▲ Print Name Here▶Title:	Date 🛦
701	This Offer was presented to Seller by [Licensee and Firm] Jon Marshall - Tincher Re	all Inc.
		ally done.
702_	- on $S(p)$ 6 2013 at 1	a.m.(p.m.)
703	This Offer is rejected This Offer is countered [See attached counter]	9/1/23
		// 1///////////////////////////////////
704		als A Date A

# **Tower Removal Bond**

Bond No.017256179

#### Tower Removal Bond

KNOW ALL PERSONS BY THESE PRESENTS: That we Tillman Infrastructure LLC

f, as Principal and
rety, are held and firmly bound unto
as Obligee, in the amount of
(\$ 20,000.00 ) for the
ves, our heirs, executors, administrators,
presents, the liability of the Surety being
years the bond is in effect.

Whereas, the Principal has obtained written approval from the Obligee for the construction and erection 312 Elkhorn Road, Whitewater, WI 53190, PID: A91900003; Site ID No, Stritzel of a wireless communication tower located at Rental / TI-OPP-23028 / FA 15887152 Now, therefore if the principal well and truly complies with the maintenance, replacement, removal or relocation of the tower from the aforementioned address within 30 days upon receipt of written notice from the Obligee, to remove, replace, modify, or relocate the tower from said premises then this obligation is void otherwise to remain in full force and effect unless cancelled as set forth below:

1. It shall be a condition precedent to any right of recovery hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts of such default shall be, within Thirty (30) days, delivered to Surety at it Home Office located at 175 Berkeley Street, Boston, MA 02116

by registered mail to the Surety and the Surety shall not be obligated to perform Principals obligation until sixty (60) days after Surety's receipt of such statement.

- 2. The surety may cancel this bond at any time by giving Thirty (30) days notice, by registered mail or overnight courier service to City Administration Building, 312 W. Whitewater St, P.O. Box 178, Whitewater, WI 53190 (Obligee). Such termination shall not affect liability incurred under this obligation prior to the effective date of such termination.
- 3. No action, suit, or proceeding shall be maintained against the Surety on this bond unless the action is brought within twelve (12) months of the cancellation date of this bond.
- 4. Regardless of the number of years this bond may be renewed; in no event shall the liability of the Surety exceed the penal sum of this bond.
- 5. It is understood that the non-renewal of this bond by the Surety, or failure or inability of the Principal to file a replacement bond shall not constitute a loss recoverable by the Obligee under this bond.

Signed, sealed, and witnessed this 5th day of October 2023

Witness 1



Tillman Infrastructure LLC Principal

By: ML JVYV Suruch Ahur

The Ohio Casualty Insurance Company Surety

By: Christine M. Hickson

Attorney-In-Fact

Surety Phone No. 617-357-9500

#### ltem 6.

# **Certification of Insurance**



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

#### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Christine M. Hickson all of the city of Columbia , state of MD its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name:	Tillman Infrastructur	e LLC
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Obligee Name: City of Whitewater, WI

Surety Bond Number: 017256179

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of ____ October , 2023



The Ohio Casualty Insurance Company West American Insurance Company

Liberty Mutual Insurance Company

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA 33 COUNTY OF MONTGOMERY

On this 5th day of , 2023, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual October Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written,

CA PAST ARY PUR Member, Pennsylvania Association of Notaries

Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Monigomery County My commission expires March 28, 2025 Commission number 1126044

Jeresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings. bonds, recognizances and other surety obligations. Such attorneys in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneysinfact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this <u>5th</u> day of October 2023



fent luly Bv:

Renee C. Llewellyn, Assistant Secretary

For bon please (

Bond Amount: See Bond Form

		Client	#: 187	76954		140TI			
	40	CERT	IFIC	CATE OF LIAB	LITY INSU	JRAN	CE	DATE (M <b>7/05/</b>	Itom 6
C B	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
lf	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).								
	DUCE					r M. Burton			
-	-	f Insurance Services			PHONE (A/C, No, Ext): 410 48	0-4400	FAX (A/C, No):	866-5	48-4197
		/aterloo Road, Suite 240 bia, MD 21045			E-MAIL ADDRESS: jennifer	.burton@m	cgriff.com		
		D-4400					FORDING COVERAGE		NAIC #
INSU	-				INSURER A : Hanover				22292 22306
	NLD	Tillman Infrastructure Hole	dings	LLC	INSURER B : Massact				41840
		Tillman Infrastructure, LLC	0		INSURER D :				
		152 W 57th Street, 27th Flo			INSURER E :				
		New York, NY 10019-3386			INSURER F :				
CO	/ER	AGES CER	TIFICA	TE NUMBER:			REVISION NUMBER:		
IN CI	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR		TYPE OF INSURANCE	ADDL S	UBR VVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	X	COMMERCIAL GENERAL LIABILITY		LHQD18401006	03/01/2023	03/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,00 \$1.00	0,000 0,000
							MED EXP (Any one person)	\$10,0	
							PERSONAL & ADV INJURY	,	0,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,00	0,000
		POLICY X PRO- JECT X LOC OTHER:					PRODUCTS - COMP/OP AGG	\$ <b>2,00</b> \$	0,000
С	AUT	OMOBILE LIABILITY		AWQD44545807	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident)	_{\$} 1,00	0,000
	Χ						BODILY INJURY (Per person)	\$	
		OWNED AUTOS ONLY HIRED V NON-OWNED					BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					(Per accident)	\$	
Α	X	UMBRELLA LIAB X OCCUR		UHQD18401306	03/01/2023	03/01/2024	EACH OCCURRENCE	\$ \$10,0	00,000
		EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$10,0	00,000
		DED X RETENTION \$0						\$	
в	AND	RKERS COMPENSATION EMPLOYERS' LIABILITY Y / N		WDQJ223786	01/08/2023	01/08/2024			
		ICER/MEMBER EXCLUDED?	N / A				E.L. EACH ACCIDENT	\$1,00	
	If yes	ndatory in NH) s, describe under					E.L. DISEASE - EA EMPLOYEE	\$1,00 \$1,00	
Α		CRIPTION OF OPERATIONS below		LHQD18371306	03/01/2023	03/01/2024	E.L. DISEASE - POLICY LIMIT 2,000,000 Ea Claim	\$1,00	0,000
Â					00/01/2020	00/01/2024	2,000,000 Aggregate	9	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) FOR INFORMATIONAL PURPOSES ONLY CERTIFICATE HOLDER CANCELLATION									
CEF	(TF				CANCELLATION				
	Tillman Infrastructure Holdings LLCSHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								

AUTHORIZED REPRESENTATIVE

Donic Saul J.

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152 W 57th Street, 27th Floor

New York, NY 10019

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#### Print

#### **Conditional Use Permit Application - Submission #787**

#### Date Submitted: 2/15/2024

#### City of Whitewater

**Conditional Use Permit Application** 

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

#### **NOTICE:**

The Plan Commission meetings are scheduled at 6:00 p.m. on the 2nd Monday of the month. All complete plans must be in by 4:00 p.m. four weeks prior to the meeting.

#### Address of Property*

312 Elkhorn Rd			
			//
City*	State*	Zip Code*	
Whitewater	WI	53190	//
Owner's First Name*	Owner's Last Nan	ne*	
Tillman	Infrastructure		//
Applicant's First Name*	Applicant's Last	Name*	
LCC	Telecom Services		

#### Mailing Address*

10700 W Higgins Rd Suite 240			
Citut	State*	7in Codet	//
City*		Zip Code*	
Rosemont		60018	//

Phone Number*	Fax Number	lt	em 6.
224-803-6451	847-608-1299		

#### Email Address*

jburchfield@lcctelecom.com

#### **Existing and Proposed Uses:**

#### **Current Use of Property***

Vacant

#### **Zoning District***

B-1

#### **Proposed Use:***

Mobile service facility

#### 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 REQUIRMENTS**

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, materials and building elevations.
- 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/draining plan of proposed site.
- 13. Waste disposal facilities; storage facilities for storage of trash and waste materials.
- 14. Outdoor storage, where permitted in the district; type, location, height of screening devices.

**One (1) full size, Fifteen (15) 11.x17, and One (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.

#### Standards

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. Applicant's explanation:*

With such a small footprint and location in a Community Business (B-1) zoned area, this facility will have little impact on the use and enjoyment of property in the immediate vicinity for the purposes already permitted, nor will there be an adverse effect on property values within the neighborhood. To the contrary, enhanced wireless communications will have a positive influence on the development and values of businesses in this area.

That utilities, access roads, parking, drainage, landscaping and other necessary site improvements are being provided. Applicant's explanation:*

#### improvements are being provided.

The proposed wireless communications facility is located in an area that will adequately served by existing utilities, and will not impose an undue burden on, any of the improvements, facilities, utilities or services provided by public or private agencies serving the subject property. The proposed facility only needs power and fiber which are readily available at this site. Access will be from a private driveway and adequate drainage is available on site. No other public services will be necessary for the proposed facility.

That the conditional use conforms to all applicable regulations of the district in which it is located, unless otherwise specifical *ltem 6.* exempted by this ordinance. Applicant's explanations: *

The application on behalf of Tillman Infrastructure conforms to the applicable regulations of the B-1 Community Business District. Pursuant to the Whitewater Zoning Ordinance, Section 19.27.030(P), wireless telecommunications facilities are listed as a Conditional Use. The proposed wireless telecommunications facility is designed to conform to all federal, state and local regulations.

#### That the conditional use conforms to the purpose and intent of the City Master Plan. Applicant's explanation:*

The future land use of the property upon which the proposed facility is to be built is designated as "Mixed-Use" and is surrounded to the north and east by Community Business, and to the south by Two Family/Townhouse Residential. The provision of wireless services to these locations will be a benefit to future development and are in conformity with the comprehensive plan.

#### ** Refer to Chapter 19.66 of the City of Whitewater Municipal code, entitled CONDTIONAL USES, for more information.

Applicant's Signature*	Date	
John Burchfield, LCC Telecom Servic Infrastructure	es on behalf of Tillman 2/15/2024	
Plot Plan Upload 23028_Construction Drawing Rev	Plan Upload Choose File No file chosen	Lighting Plan Upload Choose File No file chosen
A.pdf		
Landscape Plan Upload	File Uplaod	File Upload
Choose File No file chosen	TI-OPP-23028 Exhibit Book - All Items.pdf	Choose File No file chosen

#### TO BE COMPLETED BY THE NEIGHBORHOOD SERVICES DEPARTMENT

1. Application was filed and the paid at least four weeks prior to the meeting. \$100.00 fee

Filed on:	Received by:	Receipt #
//		//

#### Application reviewed by staff members

3. Class 2 Notice published in Official Newspaper on

#### 4. Notices of Public Hearing mailed to property owners on

Plan Commission holds the PUBIC HEARING on

Public Comments may also be submitted in person or in writing to City Staff.

At the conclusion of the Public Hearing, the Plan Commission will make a decision.

#### **ACTION TAKEN**

Conditional Use Permit: By the Plan and Architectural Review Commission

Not Granted

#### CONDITIONS PLACED UPON PERMIT BY PLAN AND ARCHITECHTURAL REVIEW COMMISSION:

Date
mm/dd/yyyy

#### Tips for Minimizing Development Review Costs-A Guide for Applicants

The City of Whitewater assigns its consultant cost 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 application. The tips included in this guide will almost always result in a less costly and quicker review of an application.

#### MEET WITH NEIGHBORHOOD 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 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 must 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 quiet familiar with standard developmental 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 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 requirements. Therefore, such plans must be prepared with care. Regardless of the complexity, all site, building and floor plans should:

1. Be drawn to be 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 conditions 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 (4) 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 (2) 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 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 response to such questions or requests in a timely manner.

#### FOR MORE COMPLEX PROJECTS, SUBMIT YOUR PROJECT 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 it's 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 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 other's perspectives on your proposal, 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. Cost 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 and 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-\$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-\$2,000

When land use also requires a conditional use permit- \$1,600-\$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

- Standard (not PCD) zoning district-\$700-\$2,000
- Planned Community Development zoning district, assuming complete GDP & SIP application submitted at same time-\$2,100-\$12,000

#### -Land Division

- Land Survey Map-up to \$300
- Subdivision Plat- \$1,500-\$3,000
- Plat (does not include any development agreement time)-\$50-\$1,500

#### -Annexation

Typically between \$200-\$400

Item 6.

**Note: The City also retains a separate engineering consultant, who is typically involved in larger projects requiring storm water management plans, major utility work, or complex parking or road access plans. engineering costs are not included above, but will 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 completed by the Applicant/Property Owner

Applicant's First Name*	Last Name*	
LCC	Telecom Services	
		//

#### **Applicant's Mailing Address**

10700 W Higgins Rd Suite 240			
City*	State*	Zip Code*	/.
Rosemont	IL	60018	
Applicant's Phone Number*	Fax Number		_//

224-803-6451	847-608-1299
1	

#### Applicant's Email Address*

jburchfield@lcctelecom.com
----------------------------

#### **Project Information**

#### Name/Description of Development*

Tillman Infrastructure Tower TI-OPP-23028

#### **Address of Development Site***

312 Elkhorn Road, Whitewater, WI 53190

#### **Property Owner Information (if different from applicant):**

Property Owner's First Name	Last Name
Tillman	Infrastructure

#### **Property Owner's Maiing Address**

152 West 57th Street, 27th Floor			
City	State	Zip Code	
New York	NY	10019	

## 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 the 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 cost incurred up until that time.

A. Application fee	B. Expected planning consultant review cost	

C. Total cost expected of application (A+B)

**D. 25% of total cost due at time of application:** 



Project likely to incur additional engineering or other consultant review costs?

-- Select One --

Item 6.

#### **Balance of costs**

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 completed 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*	Date
John Burchfield, LCC Telecom Services on behalf of Tillman	2/15/2024
Infrastructure	
	D (

 Signature of Property Owner (if different)
 Date

 mm/dd/yyyy



## **COLOCATION FEASIBILITY ANALYSIS**

To: Tillman Infrastructure Site Number: 15887152/ TI-OPP-23028 Search Radius: 1584' Date: 08/24/2023 Coordinates: 42.83243, -88.70 Requested Rad: 190'

#### **Summary Area Review:**

No other sites within search area feasible for colocation. No sites outside of search area potentially viable.

#### Analysis:

AT&T requested a tower capable of supporting a 190' RAD center within a 1,584' radius of the coordinates 42.83243, -88.70 in order to meet its coverage objective. Proposed tower is located at 42.830583, - 88.710889, within requested radius of coverage objective. There are no existing structures 190' in height within this radius. Therefore, per Wis. Stat. 66.0404(2)(b)(6) there are no alternative structures within the search ring that can meet this requirement. This finding is supported by 12/12/23 affidavit from Andrew Flowers, Sr. Real Estate and Construction Manager for AT&T.

City of Whitewater Ordinance 19.55.050 requires an evaluation of three alternative sites, pre-existing freestanding wireless telecommunications facilities, and/or alternative support structures that could technically support a comparable level of service. There are <u>no</u> such alternative sites in the surrounding area. There are <u>no</u> alternative support structures such as water tanks or tall buildings within the search area. There are <u>no</u> pre-existing telecommunications structures within the search area.

Outside of the search area, the three nearest structures of 190' or above are:

ASR Registration Number 1047474:

- 42.838528, -88.708639
- 190' guyed mast owned by US CELLULAR CORPORATION
- approximately 0.43 miles north of coverage objective
- existing tower has several microwave dishes and one antenna array and does not have the capacity for AT&T site at 190'. Overlapping existing AT&T coverage provided by site WIL01196 located on ASR Registration Number 1233524

ASR Registration Number 1316680:

- 42.813806, -88.689333
- 300' proposed guyed mast owned by Cloud 1
- approximately <u>1.55 miles southeast</u> of coverage objective
- too remote, does not address requested coverage area

ASR Registration Number 1324313:

- 42.852306, -88.727944
- 220' proposed self-support tower owned by Walworth County, not yet constructed
- approximately 1.73 miles northwest of coverage objective



 too remote, overlapping existing A&T coverage provided by site WIL01196 located on ASR tower 1233524 and site WIL02695 located on ASR Tower 1324313

### **Zoning Requirements:**

#### City of Whitewater, WI

#### Ordinance 19.55.050(H):

For a wireless telecommunications facility that requires a conditional use permit, a feasibility analysis that identifies at least three alternative sites, pre-existing freestanding wireless telecommunications facilities, and/or alternative support structures that could technically support a comparable level of service. The intent of this analysis is to present options to minimize the number, size, and adverse environmental impacts of wireless telecommunications facilities. The analysis shall specifically address the potential for co-location on pre-existing freestanding wireless telecommunications facilities. It shall also explain the rationale for selection of the proposed site in view of the relative merits of the alternatives. Approval of the project is subject to the plan and architectural review commission's determination that the chosen site is more advantageous than any other alternative site that is both technically feasible and available for use. The plan and architectural review commission may choose to independently verify the findings of the analysis at the applicant's expense.

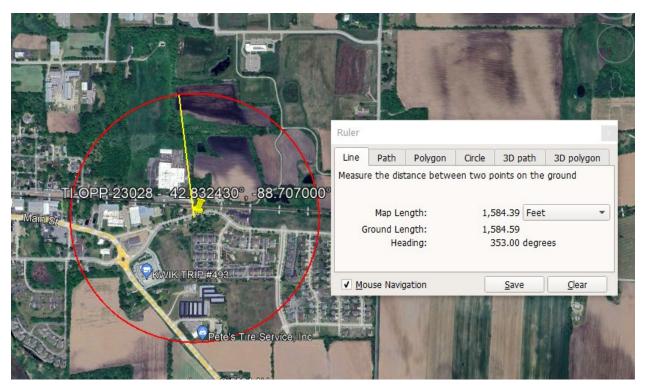
#### State of Wisconsin

#### Wis. Stat. 66.0404(2)(b)(6)

If an application is to construct a new mobile service support structure, an explanation as to why the applicant chose the proposed location and why the applicant did not choose collocation, including a sworn statement from an individual who has responsibility over the placement of the mobile service support structure attesting that collocation within the applicant's search ring would not result in the same mobile service functionality, coverage, and capacity; is technically infeasible; or is economically burdensome to the mobile service provider.

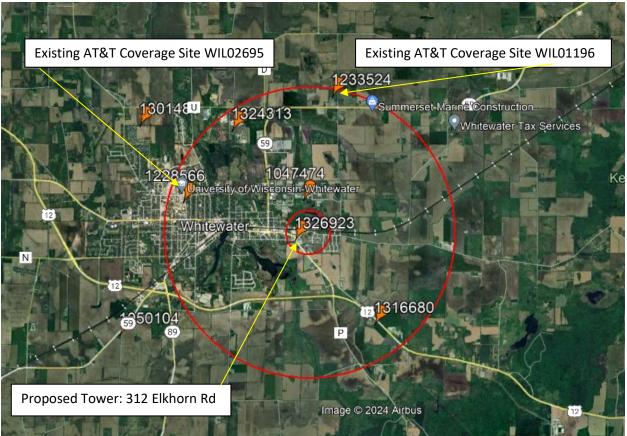
#### Search Ring:







## Search Ring with ASR Registered Towers (2-mile radius):

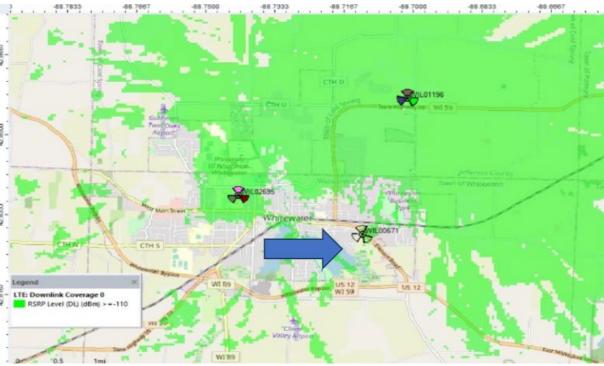


#### **Three Closest Potential Alternate Structures:**

- ASR 1047474 overlapping coverage with WIL01196, does not meet coverage objective
- ASR 1316680 unconstructed, too remote to meet coverage objective
- ASR 1324313 unconstructed, overlapping coverage with WIL01196 and WIL02695 and does not meet coverage objective



## AT&T Signal Propagation Map (Existing):



## AT&T Signal Propagation Map (Proposed):



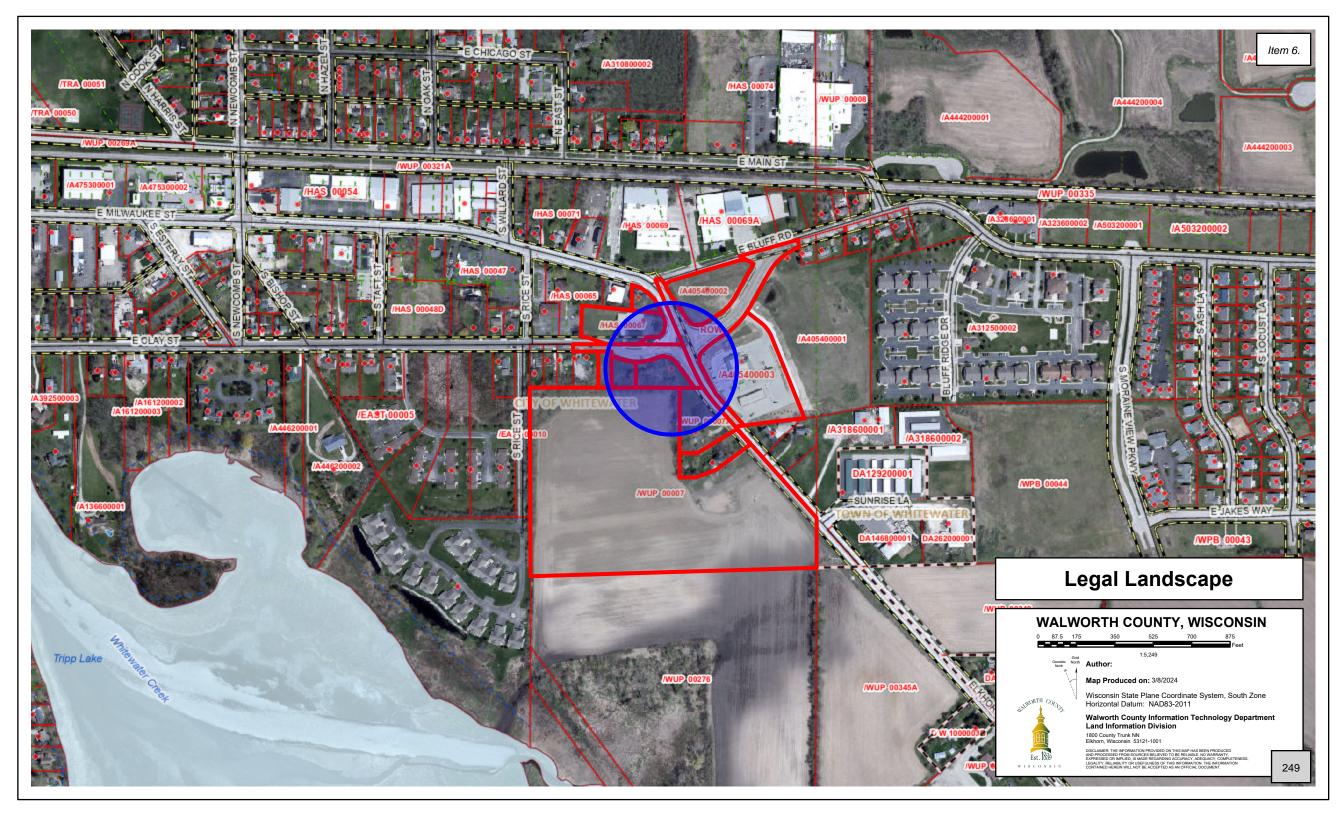
**Existing ASR Tower 1047474:** 



Item 6.







STRITZEL RENTAL PROPERTIES LLC 416 VENTURA LN WHITEWATER, WI 53190-9000

JOSE C CANO MARGARITA CANO 115 S 8TH ST DELAVAN, WI 53115

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KNUDSON - EAST TROY LLC 2631 CORPORATE CIR EAST TROY, WI 53120-2000

KT REAL ESTATE HOLDINGS LLC 1626 OAK ST LACROSSE, WI 54603-0300 MIDWEST WI LLC 1435 FULTON ST 2ND FLOOR GRAND HAVEN, MI 46417-1700

BECKY S HAHN MICHAEL MASON FAMILY TRUST, et al. N9603 WOODWARD WHITEWATER, WI 53190-9000