



COMMON COUNCIL MEETING AGENDA

TUESDAY, AUGUST 06, 2024 AT 7:00 PM

MUNICIPAL BUILDING COUNCIL CHAMBERS – 106 JONES STREET, WATERTOWN, WI 53094

Virtual Meeting Info: <https://us06web.zoom.us/join> Meeting ID: 282 485 6600 Passcode: 53098 One tap mobile +16469313860

All public participants' phones will be muted during the meeting except during the public comment period. This meeting will be streamed live on YouTube at: <https://www.youtube.com/c/WatertownTV>

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. MINUTES OF COUNCIL MEETING HELD

A. Meeting minutes from July 16, 2024

5. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

Members of the public who wish to address the Council must register their request in writing before the meeting begins. Each individual who requests to address the Council will be permitted up to three minutes for their comments.

6. PUBLIC HEARING

A. Gremar, LLC and RJAB, LLC annexation request for N9009 County Road A

7. REPORTS

A. Finance Committee minutes from July 8, 2024

B. Park, Recreation, and Forestry minutes from July 15, 2024

C. RDA minutes from July 17, 2024

D. Board of Health Minutes from June 4, 2024

E. Plan Commission Minutes from July 8, 2024

F. Plan Commission Minutes from July 22, 2024

G. Downtown Main Street Task Force Minutes from July 24, 2024

H. Public Works Commission minutes from July 23, 2024

I. Licensing Board minutes from July 10, 2024

8. COMMUNICATION & RECOMMENDATIONS

A. August Employee Recognitions

B. Watertown Fire Department June Monthly Report

C. Main Street Bridge Construction Update

9. NEW BUSINESS

A. Review and take action: Election Inspector Appointments

B. Committee Appointments

10. MISCELLANEOUS BUSINESS

A. Payroll Summary - July 10, 2024 to July 23, 2024

11. LICENSES

- A. Licensing Memo to Council
- B. Review and take action: application for a “Class B” Malt and Liquor License from Gasthaus Watertown LLC DBA Gasthaus (Jessica Vick, Agent) located at 1500 Bridge St for licensing year July 1 2024 - June 30, 2025 (former Gasthaus LLC with a start date of September 1, 2024)
- C. Review and take action: Temporary Premises Amendment application by Karah Pugh for Local Waters, 109 S Third St. for Blocktoberfest on Saturday, September 21, 2024 during the hours of 3:00 pm - 10:00 pm

12. ORDINANCES

- A. Ord. 24-17 - Adopt Amendments to the 2019 City of Watertown Comprehensive Plan for 1310 Allwardt Street (Sponsor: Mayor McFarland From: Plan Commission, 1st Reading)
- B. Ord. 24-18 - Amend Chapter 550 Official Zoning Map of the City of Watertown to rezone 1310 Allwardt Street from SR-4, Single-Family Residential to MR-10, Multi-Family Residential (Sponsor: Mayor McFarland From: Plan Commission, 1st Reading)
- C. Ord. 24-19 Adopt the Planned Unit Development (PUD) - General Development Plan (GDP) under Section 550-152 for Areas C(b), H, I, and K of Bielinski Hunter Oaks Development (Sponsor: Mayor McFarland From: Plan Commission, 1st Reading)
- D. Ord 24-20 Greemar, LLC and RJAB, LLC Town of Watertown Annexation (Sponsor: Mayor Emily McFarland From: Plan Commission)

13. RESOLUTIONS

- A. Exh. 9635 - Resolution to Amend the Employee Handbook of Policies and Procedures for General Updates (Sponsor: Mayor Emily From: Finance Committee)
- B. Exh. 9636 - Resolution for T-Mobile site ML82089A license agreement on the O'Connell Water Tower (Sponsor: Alderperson Board From: Public Works Commission)

14. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

Each individual who requests to address the Council will be permitted up to three minutes for their comments and must fill out the sign in sheet provided.

15. ADJOURNMENT

Persons requiring other reasonable accommodations of the above meeting may contact the office of the City Clerk by email mdunneisen@watertownwi.gov, or by phone 920-262-4006.

“Any invocation that may be offered before the official start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.”

**Common Council Minutes
Tuesday July 16, 2024**

Section 4, Item A.

Mayor McFarland called the regular meeting of the City of Watertown Common Council to order at 7:00 p.m. on Tuesday July 16, 2024. This meeting was open for attendance in the council chambers as well as virtually.

ROLL CALL

Roll call indicated the following Alderpersons present: Ald. Davis, Lampe, Board, Bartz, Blanke, Smith, Schmid, Wetzel and Moldenhauer. City staff present were City Attorney Steven T. Chesebro (virtually), Fire Chief Tanya Reynen, Police Chief David Brower, Finance Director Mark Stevens, Public Works Director Andrew Beyer (virtually), and City Clerk Megan Dunneisen.

PLEDGE OF ALLEGIANCE

The Council recited the Pledge of Allegiance to the American Flag.

MINUTES OF PRECEDING MEETING

Mayor McFarland inquired if there were additions or corrections to minutes of the Common Council meeting held Tuesday July 2, 2024. There being none, minutes were accepted as presented.

COMMENTS & SUGGESTIONS FROM CITIZENS PRESENT

Rev. Dr. Christian Ross of 432 W. Clover St. Cottage Grove from 1st Congregational Church spoke on Watertown Pride.

PUBLIC HEARING

Mayor McFarland opened the public hearing for 1310 Allwardt Street proposed Comprehensive Plan Amendment to change the future land use category from Institutional to Multi-Family Residential at 7:06pm. Public comments from Mike Hoppenrath, Carol Hoppenrath, Tom Helgestad, Tom Schultz, Donald Donovan, Will Runke, Kristina Runke, Robert Stangler, Jill Schloesser (also commented via email), Matt Zastrow, Jeremy Walker, and Heidi Zipfel. Email comment from Marion Zimmerman, Isa Almonte, Emily Hayhurst, Charlotte Cedarholm, and Emma Anderson. Letter with 16 signatures, being from some who also spoke at the public hearing, opposing both the amendment and rezone was received from Mike Hoppenrath. Reasonings for opposing both the comprehensive plan amendment and rezone include density concerns, buffering, TIF use, lot size, multi-family homes being too large and would look out of place, property value decrease, infrastructure concerns, water/flooding concerns, safety concerns – no sidewalks in this area, rent increase concerns, and comment of multi-family housing being more appropriate for a different location and single-family homes being more desirable in this area. Cory Krieser spoke as one of the applicants for the Allwardt St. project. He touched on density being about 25% less than what the zoning request would allow and the TIF having no upfront cost to the city - risk being on the developer. He feels changing the use of the land would be appropriate because of similar multi-family homes/zoning that are directly North and South of the property and that it will provide additional housing options to the city. Katie Van Der Linden spoke on the housing concerns in the area and that there is a need for multi-family housing over single for reasons such as affordability. There being no further comment, Mayor McFarland closed the public hearing at 7:30pm.

Mayor McFarland opened the public hearing for 1310 Allwardt Street proposed rezoning from SR-4, Single-Family Residential to MR-10, Multi-Family Residential at 7:30pm. Comments from the 1310 Allwardt Street proposed Comprehensive Plan Amendment public hearing were echoed. There being no further comment, Mayor McFarland closed the public hearing at 7:33pm.

Mayor McFarland opened the public hearing for the Bielinski Development request to amend a portion of the Hunter Oaks Planned Unit Development (PUD) - General Development Plan (GDP) at 7:34pm. Public comments from Jim Froh and Michelle Gehring opposing the plan amendment with water/drainage issues being a main concern. Mr. Froh also stated traffic and safety concerns

and wondered why the developer wants to change the plans. John Donovan - developer for Bielinski – spoke on the change being due to the employment opportunity that is being brought to Jefferson County and the need for single family homes. The change will bring the lot size down and allow for the pricing to also come down, making the houses more affordable. He spoke on the water concern and the use of a pond being used now that land has recently been purchased. He stated that the drainage will improve the closer the development as whole gets to completion. There being no further comment, Mayor McFarland closed the public hearing at 7:49pm.

REPORTS

(Complete minutes are open for public inspection in the Finance Department.)

The following reports were received and filed: Housing Authority minutes from May 16, 2024, Site Plan Review minutes from June 24, 2024, Plan Commission minutes from June 24, 2024, Public Works Commission minutes from June 25, 2024.

COMMUNICATIONS & RECOMMENDATIONS

The 2023 Audit Report from Baker Tilly was presented.

ACCOUNTS PAYABLE

(Complete listing of accounts payable is open for public inspection in the Finance Department.)

Accounts Payable - June 2024 were presented.

MISCELLANEOUS BUSINESS

Payroll Summary - June 12, 2024, through June 25, 2024 and Cash and Investments - June 30, 2024 were presented.

LICENSES:

Ald. Blanke made a motion to approve the application for a "Class A" Malt and Liquor License from VAM United Inc DBA Watertown Mart (Poojaben Patel, Agent) located at 330 Summit Ave for licensing year July 1 2024 - June 30, 2025 (former PNJ Enterprises LLC DBA Watertown BP Mart) conditioned on current issued license to PNJ Enterprises being surrendered, seconded by Ald. Smith and carried by unanimous voice vote.

Ald. Smith made a motion to approve the application for Temporary Class "B" Beer and Temporary "Class B" Wine license from Bartelme-Schwefel Detachment #349 at Marine Corps League Aero Park at 907 Boomer St for the Marine Corps League Annual Picnic event on Saturday, August 24, 2024 from 12:00 pm to 6:00 pm, seconded by Ald. Moldenhauer and carried by unanimous voice vote.

Ald. Smith made a motion to approve the application for Temporary Class "B" Beer and Temporary "Class B" Wine license from St. Henry Congregation at St. Henry Catholic Church at 412 N Fourth St for the Watertown Catholic Parish Picnic event on Sunday, August 18, 2024, from 11:00 am to 5:00 pm, seconded by Ald. Bartz and carried by unanimous voice vote.

Ald. Blanke made a motion to approve the Permanent Premises Amendment application by Joshua Mueller for The Drafty Cellar located at 110 S. Third Street conditioned on fencing permit and approved fire inspection being complete, seconded by Ald. Bartz – hours of operation noted for outside sales areas and needing to follow the current code for times that the area may operate. Motion carried by unanimous voice vote.

Ald. Smith made a motion to approve the Temporary Premises Amendment application by Erin Schroeder at Run-Inn Erin's, 700 N 4th Street, for the annual St. Jude's fundraiser - cookout on July 28, 2024 and Bags Tournament on August 3, 2024 during the hours of 10:00 am and 6:00 pm (rain date August 4, 2024) conditioned on outside east boundary having fencing, seconded by Ald. Moldenhauer and carried by unanimous voice vote.

Ald. Smith made a motion to deny the application for operator's license from Megan Fileto based on Cat V of the City of Watertown Licensing Guidelines, seconded by Ald. Blanke and carried by unanimous voice vote.

Ald. Smith made a motion to approve the application for operator's license from Carissa Ste Finch – a recommended approval from Licensing Board - Motion seconded by Ald. Bartz and carried by unanimous voice vote.

RESOLUTIONS

Resolutions below are listed in order of the agenda but may not be the order by which they were taken up at the Council meeting.

Exh. 9629 - Resolution to modify 2024 Fund 01 budget (Sponsor: Mayor McFarland From: Finance Committee). Ald. Davis moved to adopt resolution 9629, seconded by Ald. Lampe and carried by roll call vote: Yes-9; No-0; Abstain-0.

Exh. 9630 - Resolution to amend 2024 TID 4 budget (Sponsor: Mayor McFarland From: Finance Committee). Ald. Lampe moved to adopt resolution 9630, seconded by Ald. Davis and carried by roll call vote: Yes-9; No-0; Abstain-0.

Exh. 9631 - Resolution to approve Change Order No. 1 to 2024 Bituminous Surfacing Contract #6-24 with Payne and Dolan, Inc. for \$168,808.25 (Sponsor: Ald. Board From: Public Works Commission). Ald. Board moved to adopt resolution 9631, seconded by Ald. Bartz and carried by roll call vote: Yes-9; No-0; Abstain-0.

Exh. 9632 - Resolution to approve Change Order No. 1 to 2024 Rout and Crack Filling Contract #2-24 with Denler, Inc. for \$27,984.02 (Sponsor: Ald. Board From: Public Works Commission). Ald. Board moved to adopt resolution 9632, seconded by Ald. Wetzel and carried by roll call vote: Yes-9; No-0; Abstain-0.

Exh. 9633 - Resolution to approve Change Order No. 1 to 2024 Pavement Marking Contract #1-24 with Century Traffic LLC for \$9,009.00 (Sponsor: Ald. Board From: Public Works Commission). Ald. Board moved to adopt resolution 9633, seconded by Ald. Smith and carried by roll call vote: Yes-9; No-0; Abstain-0.

Exh. 9634 - Resolution to award contract for construction of streambank protection for the east side of Tivoli Island to Jerry Hepp Excavating Inc for \$169,000.00 (Sponsor: Ald. Board From: Public Works Commission). Ald. Lampe moved to adopt resolution 9634, seconded by Ald. Bartz and carried by roll call vote: Yes-9; No-0; Abstain-0.

COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

No comments were received.

ADJOURNMENT

There being no further business to come before the Council at this time, Ald. Moldenhauer moved to adjourn, seconded by Ald. Davis, and carried by unanimous voice vote at 8:27 p.m.

Respectfully Submitted,

Megan Dunneisen, City Clerk

DISCLAIMER: These minutes are uncorrected; any corrections will be noted in the proceedings at which these minutes are approved. Complete minutes are open for public inspection in the Clerk's Office. Video recording available at Watertown TV's YouTube page: <https://www.youtube.com/c/WatertownTV>

NOTICE OF PUBLIC HEARING

Section 6, Item A.

In compliance with §66.0217(4) of the Wisconsin Statutes, notice is hereby given by the Common Council of the City of Watertown, Wisconsin, that a public hearing will be held on the 6th day of August 2024 in the Council Chambers of the Municipal Building, 106 Jones Street, Watertown, Wisconsin at 7:00 P.M., or shortly thereafter, for request by Gremar, LLC (applicant: 435 Village Walk Suite 2A, Johnson Creek, WI 53038) and RJAB, LLC (owner: W182N9049 Amy Lane, Menomonee Falls, WI 53051) for Attachment of Real Estate by Boundary Adjustment from the Town of Watertown to the City of Watertown, Jefferson County, Wisconsin. The property is further described as follows:

Part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 7, Township 8 North, Range 15 East, in the Town of Watertown, Jefferson County, Wisconsin more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of Section 7; thence South $00^{\circ}07'35''$ East, along the East line of said Southeast $\frac{1}{4}$ a distance of 653.78 feet to the Point of Beginning; thence continuing South $00^{\circ}07'35''$ East along said East line a distance of 653.78 feet; thence South $88^{\circ}15'14''$ West, along the South line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ a distance of 1322.48 feet; thence North $00^{\circ}12'00''$ West, along the West line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ a distance of 653.91 feet to the Southwest corner of Lot 27 of Hepp Heights Phase 2; thence North $88^{\circ}15'37''$ East, along the South line of said Hepp Heights Phase 2 and Hepp Heights, a distance of 1323.31 feet to the Point of Beginning.

Said lands contain 864,636 square feet, 19.85 acres, more or less. (Parcel Number 032-0815-0741-002)

A copy of the proposed ordinance and scaled map are on file at the City of Watertown Clerk's Office for review 8:00 a.m. to 4:30 p.m., Monday through Friday and the Town of Watertown's Clerk's office Tuesday from 3-6 p.m.

All persons wishing to be heard are invited to be present. Written comments may be submitted to City Clerk Megan Dunneisen, 106 Jones Street, Watertown, WI 53094.

CITY OF WATERTOWN
Brian Zirbes
Zoning Administrator

PUBLISH:

July 1, 2024

(BLOCK AD)



FINANCE COMMITTEE MEETING MINUTES

MONDAY, JULY 08, 2024, AT 5:30 PM

MUNICIPAL BUILDING COUNCIL CHAMBERS – 106 JONES STREET, WATERTOWN, WI 53094

Finance Committee members present: Mayor McFarland, Alderpersons Bartz, Davis, Lampe, and Moldenhauer

Others present: Finance Director Stevens, Fire Chief Reynen, Public Health Director Quest, Water/WW Manager Hartz, Public Works Director Beyer, Street Operations Manager Winkelman, Police Chief Brower, Library Director Checkai, Parks/Rec Director Butteris (video), Andrew Day, Lisa Schwartz, Greg Wellach

1. Call to order. Mayor McFarland called the meeting to order at 5:31 p.m.
2. Ald. Davis, seconded by Ald. Bartz, approved the **minutes from Finance Committee meetings taking place on June 10 and June 18** (correction noted that this was a Monday and not Tuesday). Unanimously approved.
3. The Police administrative staff requested approval to conduct a **wage study for dispatch personnel**. A motion was made by Ald. Lampe, supported by Ald. Moldenhauer, and unanimously approved.
4. Wastewater Manger Hartz requested approval for a **pay increase for Scott Blasing** because of a passing grade on a certification. A motion was made by Ald. Davis, seconded by Ald. Lampe, to adjust from G/S I8 to G/S I9 [\$31.70/hr] retroactive to May 15. Unanimously approved.
5. Water/WW Manager Hartz presented a recommendation to **revise the group of water and wastewater maintenance technicians** to collaborate as one group under the supervision of a Maintenance & Facilities foreman. This change was moved as acceptable by Ald. Bartz, supported by Ald. Davis, and unanimously approved.
6. Finance Director Stevens provided a spreadsheet of **global cost increases in the areas of compensation** in preparation for the building of the 2025 budget proposal. This helps to explain that the increases in wages, union contracts, and health plan costs exceed the limit in our allowable new spending as a participant of the Expenditure Restraint Incentive Program. Direction will need to be provided to the staff at the next Finance Committee meeting.
7. A list of the **Capital Improvements Projects (CIP)** was presented. An original list of approximately \$11 million in requests was reviewed by the Leadership Team to pare it down to the \$6.3 million on tonight's spreadsheet. The mayor sought the input of the committee members as to the appropriate comfort level of future borrowing, a mix of \$3.5 to \$4.0 million. If the decision is to approve a greater amount, we will want to interact with our Baird advisor to map out the future impacts on borrowing strategies. Direction will need to be provided to the staff at the next Finance Committee meeting.
8. In order to pursue an alternate group health plan, we need to utilize the services of a broker. Ms. Schwartz and Mr. Stevens have been interacting with various companies, the list was narrowed to two firms, and Ms. Schwartz contacted references for these two companies. It is recommended that we contract with USI (currently the agent of record for WUSD, so they're familiar with the Watertown market) at the lower cost offer of \$5,000. Ald. Davis, seconded by Ald. Bartz, made a motion to enter an **agreement for services with USI Insurance Services to research group**

health insurance alternatives and recommend to Council a reallocation of Contingency [01-51-81-56] to Human Resources Dues, Fees, and Subscriptions [01-51-60-22]. Unanimously approved.

9. A compiled list of **2025 new hire position requests** was presented with a summary of the position, approximate costs, and rationale for the expansion. Department heads were provided an opportunity to answer any questions. Not all positions would require external evaluation for grade assignment because job descriptions exist. Ald. Lampe moved, seconded by Ald. Moldenhauer, to send requests to the HR consultant for the grade evaluations for assistant city attorney, IT technician, fire captain (inspector/community relations), and fire deputy chief (EMS/Training). It was noted that our 2025 budget may not likely be able to afford any new positions, but Ald. Lampe wanted to better understand what the appropriate cost estimates would be for positions that don't exist. The decision was to move forward with a 3-2 vote.
10. Library Director Checkai requested approval to have the **job descriptions of two library positions sent for evaluation**. This was approved via a motion of Ald. Lampe, supported by Ald. Davis, and unanimously approved.
11. Clasen Quality Chocolates approached the City regarding **roadway improvements to Endres Lane and portions of E. Horseshoe Road** with an offer to participate in a 50/50 cost sharing. The proposal from Public Works Director Beyer is to modify the TID #4 fund [08] to accept the Clasen payment and add the expense account to pay for the improvements. Ald. Davis motioned, seconded by Ald. Bartz, to support and send this as a resolution to Council. Unanimously approved.
12. **Finance Committee adjournment.** Ald. Davis moved, seconded by Ald. Bartz, to adjourn the Finance Committee at 7:21 p.m., and carried by unanimous voice vote.

Respectfully submitted,

Mark Stevens, Finance Director

Note: These minutes are uncorrected, and any corrections made thereto will be noted in the proceedings at which these minutes are approved.

PARKS, RECREATION & FORESTRY COMMISSION

MINUTES

Monday, July 15, 2024

1. Call to order

The Watertown Parks, Recreation & Forestry Commission met in person on July 15, 2024. The meeting was called to order by Brian Konz. Members present: Brian Konz, Julie Chapman, Ald. Jonathan Lampe, Jennifer Clayton, Brad Clark. Not present: Emily Lessner and Kyle Krueger. Also present: Kristine Butteris, Jeff Doyle, Andrea Draeger, Jarrod Folkman, Stephanie Juhl, Ali Nicholson, Ian Pilak.

2. Review and approval of minutes:

Jennifer Clayton motioned to approve the June 17, 2024 Parks Recreation and Forestry minutes as written. Ald. Jonathan Lampe, seconded. Motion carried.

Jennifer Clayton motioned to approve the June 18, 2024 Senior Center Advisory Board minutes as written. Ald. Jonathan Lampe, seconded. Motion carried.

3. Review and approval of financial reports

Brad Clark motioned to approve the May 2024 financial reports. Julie Chapman seconded. Motion carried.

4. Citizens to be heard

There were none.

5. Business

A. Review and take action: rental fee reduction for Dodge County Republican Party

Jack Yuds, President, and Laurie Hoffmann, Treasurer, were present to answer questions regarding a letter submitted to the department requesting rental fees of the Senior & Community Center be waived for all meetings held for the Dodge County Republican Party as a non-profit entity. Policies governing the use of the Senior & Community Center were recently approved by the commission, and would classify this group as class 5, requiring regular room rental fees per hour and a security deposit. Ald. Jonathan Lampe requested more information be given regarding their non-profit designation in order to make an informed decision. Ald. Jonathan Lampe motioned to table the decision until the August meeting. Julie Chapman seconded. Motion carried.

6. Director's Report:

A. Parks Updates

No updates for the Riverside restrooms are available at this time. It was requested that an update be given to the Riverfest committee as soon as possible. Information is available for the smoking in parks ordinance and will be on the August agenda for approval.

B. Forestry

The team will be applying for another grant.

C. Aquatics

The filtration system will be upgraded at the end of the system with Carico Aquatics.

D. Town Square

The interactive water feature is temporarily down because of a storm and will need new parts. Temporarily it is set on a schedule.

E. Senior & Community Center

The generator will be arriving and installed soon. The library has not been designated a heating/cooling shelter and will not be receiving a generator.

F. Programming - recreation

Kayak rentals from Leadership Watertown are now available at the kiosk at Riverside Park. Jarrod was introduced and he informed the group that day camp is running well, baseball is wrapping up as well as a soccer camp last week. Adult softball and volleyball are starting, and registration opened for fall soccer, flag football, and new gymnastics program. It was suggested that the department consider more options for pickleball.

G. Programming – town square

Food truck Mondays are scheduled along with various pop-up food trucks and events. This week will have a movie and a Saturday band.

H. Programming – senior & enrichment

Senior Citizen Day will be celebrated on August 21 and are looking for pizza and ice cream donations/sponsorships. The advisory board members are being updated again after the passing of our chairperson. Arrangements for tournaments and park events are being completed.

I. Programming – aquatics

Weekly themes are being created (a boat race will happen this week) with meal deal specials. A flick n float will happen later this month. Fall swim lessons are almost full and just opened today.

7. Adjournment – Next meeting date August 19, 2024

Jennifer Clayton motioned to adjourn the meeting. Brad Clark seconded. Motion carried.



Wednesday, July 17, 2024, 6:00 pm
 In-PERSON/VIRTUAL MEETING
 Room 0041, City Hall

By Phone or Zoom Meeting:

<https://us06web.zoom.us/join>

For the Public, Members of the media and the public may attend by calling: (US) +1 (646)931-3860

Meeting ID: 617-065-5357

Pass Code: 959083

All public participants' phones will be muted during the meeting except during the public comment period where applicable.

RDA STRATEGIC PRIORITIES

- 1) ~~100 W. Main St. block demolition, Town Square design etc., and publicizing town square project for possible funding from sources other than the City.~~
- 2) Facilitating quality development in downtown, and
- 3) Creating an approach and working to attract development projects downtown.

1. Pledge of Allegiance
2. Roll Call
 - A. Present: Becker, Board, Nowatka, Zimmermann, Wagner, & Hurtgen
 - B. Virtual: Maas & Lampe; RINKA/Kapur representatives
 - C. Absent: None
 - D. Other attendees: Dan Rahfaldt & John Kadesh
3. Determination of Quorum and Call to Order at 6:00 pm
4. **Review/Approve:** Minutes of Previous Meetings – June 19, 2024
 - A. **Nowatka motioned to approve.**
Board seconded the motion. Motion carried unanimously.
5. Public Comment: None
6. Old Business:
 - A. Eric Mayne from RINKA presented an update on the Downtown River Corridor planning. There was discussion on some of the infrastructure proposals and scheduling of the next public open house event. Looking at August.
 - B. The Watertown Parade Committee had sent some requested budget information for a Beltz Grant after last month's meeting.
Zimmermann motioned to approve the application.
Wagner seconded the motion. Motion carried unanimously.
7. New Business:
 - A. Becker discussed that there is a developer reviewing 111 S. Water St. They have stated they plan to follow up with the city over the next two weeks. There was discussion of additional investments in the site and the Bentzin Family Town Square to meet resident and visitor requests.
 - B. Becker stated that Mayor McFarland is open to receiving feedback from the RDA board as part of the Strategic Initiative and Development Coordinator's annual performance review. Wagner will gather feedback over the next few months.
8. Status Reports:

- A. Becker gave a short update on the status of two Housing Rehab Grant applications. One was previously approved and the applicant's agreement was recently signed.
 - B. Lisa Famularo emailed out the social media report to the board. Discussion with Hurtgen on messaging ideas. Becker to follow up on this and Hurtgen will communicate with Famularo on these items.
 - C. Lampe and Board discussed the previous night's Common Council meeting and the discussion surrounding the proposed development on Allwardt St.
 - D.
 - 1. Becker reviewed a memo he sent to the RDA Board discussing development projects throughout the city. There was some discussion about potential for future manufacturing growth on the city and current limiting factors.
 - 2. Tom Coogan from the Wisconsin DNR will attend the August 21st meeting.
 - 3. Next Meeting: Wednesday, July 17, 2024, at 6 pm.
9. Adjournment at 7:31 pm

Board motioned to adjourn.

Lampe seconded the motion. Motion carried unanimously.

Meeting adjourned.



**Watertown Board of Health
Meeting Minutes
Watertown Dept of Public Health
515 S First Street/ Go To Meeting/phone
June 4, 2024 – 3:30 PM**

Members Present: Carol Quest, Andrea Turke, Ald. Dana Davis, Ald. Fred Smith, Patricia Gedemer (Zoom)

Absent: Dr. Donene Rowe

Others in attendance: Abbigail Kuehn, Mayor Emily McFarland, Dr Grajewski, Kim Hiller

1. Call to Order

Andrea Turke called the meeting to order at 3:30pm.

Motion was made by Fred Smith and seconded by Dana Davis to move agenda item number 5 to be the next item on the agenda.

Unanimously passed.

5. Dr Grajewski Recognition

The Watertown Department of Public Health recognized and thanked Dr Grajewski for his many years of being the Medical Director for the immunization program. Dr. Grajewski has served as the immunization programs Medical Director since 1995. Carol thanked Dr. Grajewski for his attention, support and dedication to the department. His commitment to the health and wellness of the Watertown community is appreciated and will always be remembered.

2. Citizens to be heard.

None.

3. Review and take action: Board of Health Minutes from March 13, 2024

Reviewed minutes dated March 13, 2024

Motion made to approve the minutes for March 13, 2024, by Dana Davis seconded by Fred Smith.

Motion carried by unanimous voice vote.

4. Review & take action: Financial report – April 2024 & Preliminary May 2024

Financial reports from April 2024 and preliminary May 2024 were reviewed.

The Health Department revenue is higher than budgeted. Many programs that were impacted by COVID are now fully operational leading to increased billing for services.

The mileage account increased because of the rise in program participation.

Other accounts in the Health tax levy budget are on track.

Environmental Health revenue account increased due to the license renewal notices that were sent out in May.

Expenses for Environmental Health are consistent with the budget.

The Water Lab expense account is ahead due to purchases made earlier in the year to get the lab established to be certified.

Motion was made by Fred Smith and seconded by Dana Davis for approval of April 2024 & preliminary May 2024.

Unanimously passed.

6. Review and take action: Community Health Improvement Plan

Priority areas identified include:

- Access to affordable reliable transportation
- Access to affordable quality mental health care
- Access to affordable quality childcare
- Access to affordable quality housing

There are work groups for mental health and transportation developing plans to reduce barriers

See attached document.

A motion was made by Fred Smith and seconded by Dana Davis to endorse the goals and strategies set for the Community Health Improvement Plan (CHIP) including mental health and reliable transportation.

Motion carried by unanimous voice vote.

7. Review and discuss: Public Health Performance Management – Environmental Health & Public Health Emergency Preparedness

Environmental Health water lab- Supplies and equipment have been purchased. Policies have been developed.

The lab will be certified by the Department of Agriculture, Trade and Consumer Protection and the Department of Natural Resources in September or October of this year.

Emergency Preparedness – Two exercises with city leadership are planned for September and October of 2024. Exercises will be for Family Assistance Center and Heating/Cooling Shelter plans. The Senior & Community Center will serve as the family assistance center and heating/cooling Shelter for plans.

Community emergency preparedness continues to be a priority. Educational messages on various topics are issued monthly on Facebook.

8. Review and discuss: Early Childhood Equity Strategy Learning Collaborative Presentation

Abbey Kuehn provided a presentation to the board about the departments Early Childhood Equity Strategy Learning Collaborative journey.

It was explained that the Greater Watertown Community Health Foundation offered an opportunity to be a part of the Early Childhood Equity Strategies Learning Collaborative. There was an application process, and five organizations were chosen including Watertown Regional Medical Center, Watertown Unified School District, Dodgeland School District and Jefferson County Thrive Economic Development.

9. Review and discuss: Vaccines for Children (VFC) site visit

The board members were given a copy of the VFC site visit report. An audit is done every year which reviews staff training, policies and vaccine storage and handling.

The site visit went well, and no compliance issues were identified.

10. Review and discuss: Public Health Emergency Preparedness Program updates

The Department is providing N95 mask fit testing for all city departments. To date the Water/Wastewater and Park & Rec departments have been tested and the Street Department is also being scheduled. The Police Department does fit testing on a regular basis and the Fire Department does their fit testing internally.

Essential Support Functions for the City are being updated with city leadership.

Two leadership tabletop exercises are planned for later in 2024.

11. Review and discuss: Public Health Environmental Health Program updates

License renewals for licensed facilities (restaurants, hotels/motels, pools, grocery stores, gas stations, campgrounds) are due June 30th. Approximately 50% of renewals have been returned.

A second notice will be sent out the Monday after July 4th with a late fee.

Seasonal wells are being opened in both Jefferson & Dodge counties for the well water program.

Weekly beach testing has begun for the public beaches. The beaches are in Cambridge, Palmyra and Lake Mills. Beach testing information can be found on the DNR website.

The inspection year ends on June 30th and most of the inspections have been completed. There are some temporary rental cottages that have not been done due to contacting the owners that are out of state.

More special event inspections are happening this time of year. The Town Square is keeping the staff extremely busy.

12. Review and discuss: Public Health Community Health Program updates

A community baby shower was held at the library with the Family Resource Center. Twenty-four families were registered for the event. Every family gets a basket of items for their baby.

13. Adjourn

Motion made to adjourn and carried by unanimous voice vote.

Next Board of Health meeting will be Tuesday, August 20th at 3:30 p.m.

Respectfully Submitted,



Carol Quest
Director/Health Officer

Note: The minutes are uncorrected. Any correction made thereto will be noted in the minutes of the proceedings at which these minutes are approved.

**PLAN COMMISSION
MINUTES
July 08, 2024**

Section 7, Item E.

The Plan Commission met on the above date in the Council Chambers.

The following members were present: Mayor McFarland, Alderperson Blanke, Beyer, Konz, Krueger Lampe, Talaga, Zirbes

Also in attendance: Robert Stocks, Tracy Shroeder of Endeavour Corp., Mike Braatz of MSI General

1. Call to order (4:31pm)

2. Approval of Minutes

A. Site Plan Review minutes June 24, 2024

B. Plan Commission minutes June 10, 2024

C. Plan Commission minutes June 24, 2024

Motion to approve Site Plan Review minutes and both Plan commission minutes was made by Konz and seconded by Talaga, passed on unanimous voice vote.

3. Business

A. Conduct public hearing: 211 Hiawatha Street – Conditional Use Permit (CUP) request for Outdoor Storage under Section 550-53B(1)(i)

There was one written public comment from Jonathan Lampe speaking positively about the changes at the site.

B. Review and take action: 211 Hiawatha Street – Conditional Use Permit (CUP) request for Outdoor Storage under Section 550-53B(1)(i)

Brian Zirbes presented the request for the CUP to redevelop an existing school bus storage yard.

Motion to approve the CUP with the conditions that the applicant submit a landscaping plan, adjust the parking stall depth on the employee parking lot, obtain an erosion control stormwater permit and obtain any needed sign permits was made by Lampe, seconded by Krueger and passed on a on a unanimous voice vote.

C. Make recommendation to Common Council: 700 Hoffman Drive Zoning Map Amendments

Brian Zirbes presented the request by the Rock River Ridge subdivision to amend the zoning map for the development.

Motion to approve the CSM with the condition that the zoning and final plat approval move through the approval process simultaneously was made by Blanke, seconded by Lampe and passed on a unanimous voice vote.

D. Review and discussion: 127 Dayton Street – Future Land Use Designation Change

Brian Zirbes presented the interest to possibly change 127 Dayton Street to mixed use industrial. This type of industrial would be clean, with no noise and more green space and landscaping on the site. The commission agreed that before changing the land use designation they would like to see the project being proposed but were open to the idea of changing the designation once a project came forward.

E. Review and discussion: Potential Housing Policy Ideas

Mason Becker was present to discuss the checklist from More Housing Wisconsin on the state of housing in the City.

All materials discussed at this meeting can be found at:

<https://cms4files.revize.com/watertownwi/July%208,%202024%20PC%20Packet.pdf>

4. Adjournment

Motion to adjourn was made by Blanke and seconded by Talaga and passed on a unanimous voice vote.
(5:02pm)

Respectfully Submitted,

Alderman Brad Blanke

PLAN COMMISSION

MINUTES

July 22, 2024

Section 7, Item F.

The Plan Commission met on the above date in the Council Chambers.

The following members were present: Mayor McFarland, Alderman Blanke, Beyer, Konz, Krueger Lampe, Zirbes

Also in attendance: Mike Hoppenrath, Tom Schultz, Jill Schloesser, Karl Zarling, Mason Becker

- 1. Call to order**
- 2. Approval of Minutes**
None

3. Business

A. Review and take action: N8258 County A Extraterritorial Certified Survey Map (CSM)

Brian Zirbes presented the request for a CSM for N8258 County Road A.

Motion to approve the CSM with the conditions that the airport elevations, lot number designations, and a signature page for the mayor and clerk be added was made by Lampe, seconded by Konz and passed on a unanimous voice vote.

B. Review and take action: CTH A Certified Survey Map (CSM)

Brian Zirbes presented the request for a CSM for the city owned land on County Road A (Milford St.).

Motion to approve the CSM with the condition that the airport height limitations be clarified Lampe, seconded by Krueger and passed on a 4-0 vote with Mayor McFarland and Andrew Beyer abstaining.

C. Review and make recommendation to Common Council: 1310 Allwardt Street Comp Plan Amendment

Mason Becker was present to discuss the comments from the public hearing. The changes made were presented to the council and the concessions that were made to the residents of the existing neighborhood were highlighted in a presentation to the commission. The commission discussed the project and the positive impact it will have on the community and the concerns of the residents living in the area.

Motion was made by Krueger to make a positive recommendation to the Common Council, seconded by Mayor McFarland and passed on a 5-1 vote with Blanke voting no.

D. Review and make recommendation to Common Council: 1310 Allwardt Street Rezoning

Mason Becker was present to discuss the comments from the public hearing. The changes made were presented to the council and the concessions that were made to the residents of the existing neighborhood were highlighted in a presentation to the commission. The commission discussed the project and the positive impact it will have on the community and the concerns of the residents living in the area.

Motion was made by Krueger to make a positive recommendation to the Common Council, seconded by Lampe and passed on a 5-1 vote with Blanke voting no.

E. Review public hearing comments and make recommendation: Hunter Oaks PUD – GDP Amendment

Brian Zirbes presented the request to change the PUD for Hunter Oaks and the commission reviewed the public comments pertaining to the proposed change.

Motion was made by Blanke to make a positive recommendation to the Common Council, seconded by Konz and passed on a unanimous voice vote.

All materials discussed at this meeting can be found at:

<https://cms4files.revize.com/watertownwi/July%2022,%202024%20Plan%20Commission%20Meeting%20Packet.pdf>

4. Adjournment

Motion to adjourn was made by Lampe and seconded by Blanke and passed on a unanimous voice vote.
(5:18pm)

Respectfully Submitted,

Alderman Brad Blanke

DOWNTOWN MAIN STREET RECONSTRUCTION TASK FORCE**Wednesday, July 24, 2024****2:30 pm IN-PERSON/VIRTUAL MEETING****Lower Level, Room 0041, City Hall, 106 Jones St, Watertown, WI****Virtual Meeting Info:** <https://us06web.zoom.us/join> Meeting ID: 617 065 5357 Passcode: 53094

One tap mobile +16469313860

<https://us06web.zoom.us/j/6170655357?pwd=96tcitGxXtZD4na19NqSUHQuENC2yf.1>

1. Call to order at 2:33pm.
 - a. Attendance- Present: McFarland, Becker, Beyer, Moldenhauer, Purtell, Trego, & Mazzoni. The Daily Times and a citizen was also present.
Virtual: Amber Smith, Michele Elias, and Ryan Wagner
Absent: Steve Board, Laurie Hoffman, and Andy Grinwald
2. Approval of prior meeting minutes
 - a. Approval of Minutes 5.22.24. **Motioned by McFarland, seconded by Beyer, carried unanimously**
3. Public Comment
 - a. None
4. Old Business
 - a. Main Street bridge closure update (Beyer/McFarland)
 - i. Construction is moving along. The base and concrete will go in this week, the vertical will start next week.
 - b. Transportation Network Evaluation
 - i. Kickoff meeting with raSmith was last week. Traffic modeling this year and next year when bridge is done.
 - c. Quarterly business meetings status update (Purtell)
 - i. Will start scheduling after this meeting.
 - ii. Jody will create the agenda and send to Mason for review.
 - iii. When meeting with people, check with Beyer on rumors before they talk.
 - d. Update on building water lateral costs (Beyer)
 - i. Cost of a 6" extension pipe and the backfill from the main to the building is \$10,000. That doesn't include any curb or gutter or inside work.
 - ii. We will need to see if there is enough interest and then decide on cost share, loans, and other options for the businesses.
 - iii. Question on if the business owners could be forced to pay a bill they didn't ask for. The city will review.
 - e. Update on building inspections during reconstruction
 - i. Unsure what it will look like. No plan as of now. If something is found, or permits pulled, inspections will take place.
 - f. Curb bump outs: update and discussion (Beyer)
 - i. If 3rd and 4th go to a two-way, bump outs are not an option.
 - ii. DOT needs to know before so they can change the plans for curb, gutters, and catch basins.
 - iii. Check with RS to see if there is preliminary data we can use now.
 - iv. Bump outs slow traffic, have more visible crosswalks, and help with ADA compliance.
 - v. Compile data and set up a joint DTMSTF and Public Works meeting end of August.
5. New Business
 - a. Discuss crosswalk ideas/enhancements

- i. Tabled until Laurie can speak at next meeting.
- b. Discuss ideas for next newsletter issue – September target date
 - i. Will only be English version, no translator this time.
 - ii. Quarter meeting update from Jody
 - iii. Main Street Program added four more downtown signs
 - iv. Bump outs
 - v. Bridge update
 - vi. Traffic signal update
- c. Discussion on alleyway planning (Beyer)
 - i. Drainage and surface paving before construction based on funding approval.
 - ii. Share dates with the building owners so they can plan their updates
- d. 2024 planning items discussion
 - i. Strategic plan for photo ops/vistas in Main Street District
 - 1. Mason received no suggestions.
 - 2. Jody meets with the Art Council and will give suggestion after Aug 30.
- e. Discuss recurring meeting dates and times
 - i. Doodle poll to go out for schedules
- 6. Confirm next meeting date: September 25, 2024 (tentative)
- 7. Adjournment at 3:35pm
 - a. **Motioned by Trego, seconded by Moldenhauer, carried unanimously**

PUBLIC WORKS COMMISSION MEETING
TUESDAY, JULY 23, 2024 AT 5:30 PM

Commission members present: Dan Bartz, Fred Smith, Pete Thompson Bob Wetzel
City employees present: Water Department Manager Pete Hartz (remote)
Assistant Water Department Manager Tim Hayden

1. Meeting was called to order at 5:30 p.m.

2. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

3. REVIEW AND APPROVE MINUTES

Public Works minutes from July 9, 2024

Motion to approve Ald. Bartz

2nd Ald. Wetzel

Carried unanimously

4. BUSINESS

A. Review and take possible action: approve license agreement between City of Watertown and T-Mobile for equipment located on the O'Connell Water Tower (Cellular Site ML82089A). Tim Hayden was on hand to explain the nuances of the new agreement. Pete and he recommended approval of the new agreement which includes a new lease term and the new equipment upgrades.

Motion to approve Ald Bartz

2nd Ald Wetzel

Carried by unanimous voice vote

B. Review and take possible action: approve entering into an agreement with Elhers Public Finance Advisors to provide a study of the current water rates.

Pete Hartz gave an update on plans for the city-wide private and public lead service replacements (1,500) and recommended initiating the water rate study and review promptly to ensure that the city stays on schedule. The water department has submitted all the necessary application materials to the Wisconsin Department of Natural Resources. As part of this process the Public Service Commission of Wisconsin will require a conventional rate case review to authorize Watertown's city-wide replacement project. Typically, the rate case review process takes approximately 6 – 9 months. Our goal is to commence the project in the second quarter of 2025. The estimated lead service replacement is approximately \$14.5 million, although the loan amount and debt service payment is still pending with the State. Some of the loan may qualify for principal forgiveness, but it will not be 100% as it has been in the past few years.

The 1500 lead service replacements will complete this multi-year project.

Ald. Bartz asked what other company was involved in the process. Tim Hayden said that Baker Tilly was the other party.

Motion to approve Ald Smith

2nd Ald Bartz

5. ADJOURNMENT

Motion to adjourn Ald Bartz
2nd Ald Smith
Carried by unanimous voice vote
Meeting adjourned at 5:40 p.m.

Respectfully submitted,

Bob Wetzel
Acting Public Works Commission Chair

Note: These minutes are uncorrected, and any corrections made thereto will be noted in the proceedings at which these minutes are approved.



LICENSING BOARD MEETING MINUTES

WEDNESDAY, JULY 10, 2024 AT 4:15 PM

WATERTOWN MUNICIPAL - 106 JONES STREET, WATERTOWN, WI 53094 ROOM 0041

The Licensing Board met on the above date and time in person at the Municipal Building 106 Jones St. in Room 0041 and via Zoom. The following members were present: Mayor McFarland, Ald. Blanke, and Ald. Smith. Absent was Erin Schroeder and Cheri Martin. Staff present were: Police Chief David Brower, and City Clerk Megan Dunneisen. Other members of the public were also present.

1. **CALL TO ORDER** Mayor McFarland called the meeting to order at 4:18pm
2. **REVIEW AND APPROVE MINUTES**
 - A. Ald. Blanke made a motion to approve the Licensing Board minutes from June 12, 2024, seconded by Ald. Smith and carried by unanimous voice vote.
3. **BUSINESS**
 - A. Ald. Smith made a motion to approve the application for a "Class A" Malt and Liquor License from VAM United Inc DBA Watertown Mart (Poojaben Patel, Agent) located at 330 Summit Ave for licensing year July 1, 2024 - June 30, 2025 (former PNJ Enterprises LLC DBA Watertown BP Mart) conditional on current issued license to PNJ Enterprises being surrendered, seconded by Ald. Blanke and carried by unanimous voice vote.
 - B. Ald. Smith made a motion to approve the application for Temporary Class "B" Beer and Temporary "Class B" Wine license from Bartelme-Schwefel Detachment #349 at Marine Corps League Aero Park at 907 Boomer St for the Marine Corps League Annual Picnic event on Saturday, August 24, 2024, from 12:00 pm to 6:00 pm, seconded by Ald. Blanke and carried by unanimous voice vote.
 - C. Ald. Blanke made a motion to approve the application for Temporary Class "B" Beer and Temporary "Class B" Wine license from St. Henry Congregation at St. Henry Catholic Church 2024, 412 N Fourth St for the Watertown Catholic Parish Picnic event on Sunday, August 18, 2024 from 11:00 am to 5:00 pm, seconded by Ald. Smith and carried by unanimous voice vote.
 - D. Ald. Smith made a motion to approve the Permanent Premises Amendment application by Joshua Mueller for The Drafty Cellar located at 110 S. Third Street conditional on fencing permit and approved fire inspection, seconded by Ald. Blanke and carried by unanimous voice vote.
 - E. Ald. Blanke made a motion to approve the Temporary Premises Amendment application by Erin Schroeder at Run-Inn Erin's, 700 N 4th Street, for the annual St. Jude's Bags Tournament fundraiser on Sunday, July 14th, 2024, with a rain date of Sunday, July 28th, 2024, during the hours of 10:00 am and 6:00 pm conditional on outside east boundary having fencing, seconded by Ald. Smith and carried by unanimous voice vote.
 - F. Ald. Smith made a motion to convene into closed session pursuant to Wis. Stats. 19.85(1)(b) Considering licensing or discipline of any person licensed by a board or commission or the investigation of charges against such a person, and the taking of formal action on any such matter; provided that the person licensed is given actual notice of an evidentiary hearing which may be held prior to final action being taken and of any meeting at which final action may be taken. The notice shall contain a statement that the person has the right to demand the evidentiary hearing or meeting be held in open session. This closed session does not apply to any such evidentiary hearing or meeting where the person licensed requests that an open session be held to discuss specific licenses: Application for operator license: Megan Fileto,

seconded by Ald. Blanke and carried by roll call vote of: Yes; 3 (Smith, Blanke, McFarland), No;0.

- G. Mayor McFarland made a motion to reconvene to open session, seconded by Ald. Blanke and carried by unanimous voice vote.
- H. Ald. Blanke made a motion to deny the application for operator's license from Megan Fileto due to Cat. V of the City of Watertown Licensing Guidelines, seconded by Ald. Smith and carried by unanimous voice vote.
- I. Ald. Blanke made a motion to convene into closed session pursuant to Wis. Stats. 19.85(1)(b) Considering licensing or discipline of any person licensed by a board or commission or the investigation of charges against such a person, and the taking of formal action on any such matter; provided that the person licensed is given actual notice of an evidentiary hearing which may be held prior to final action being taken and of any meeting at which final action may be taken. The notice shall contain a statement that the person has the right to demand the evidentiary hearing or meeting be held in open session. This closed session does not apply to any such evidentiary hearing or meeting where the person licensed requests that an open session be held to discuss specific licenses: Application for operator license: Carissa Sterwald-Finch, seconded by Ald. Smith and carried by roll call vote of: Yes; 3 (Smith, Blanke, McFarland), No;0.
- J. Ald. Blanke made a motion to reconvene to open session, seconded by Ald. Smith and carried by unanimous voice vote.
- K. Ald. Smith made a motion to approve the application for operator's license from Carissa Sterwald-Finch, seconded by Ald. Blanke and carried by unanimous voice vote.
- L. Discussion on changing August Licensing Board meeting due to the August 13 election – Consideration of July 31st at 4:45pm.

4. REPORTS

- A. The Special Events List was presented. Event list to be sorted by date of event for future.
- B. The Monthly Police Report was presented.

5. ADJOURNMENT Ald. Blanke made a motion to adjourn at 4:58 pm, seconded by Ald. Smith and carried by unanimous voice vote.

Respectfully submitted,

Megan Dunneisen, City Clerk

Note: These minutes are uncorrected, and any corrections made thereto will be noted in the proceedings at which these minutes are approved.

2024
YEARS OF SERVICE
RECOGNITION FOR
AUGUST

SCOTT KIND
POLICE DEPARTMENT
15 YEARS

ALEX JEFFERS
POLICE DEPARTMENT
5 YEARS

LISA SCHWARTZ
HUMAN RESOURCES
5 YEARS

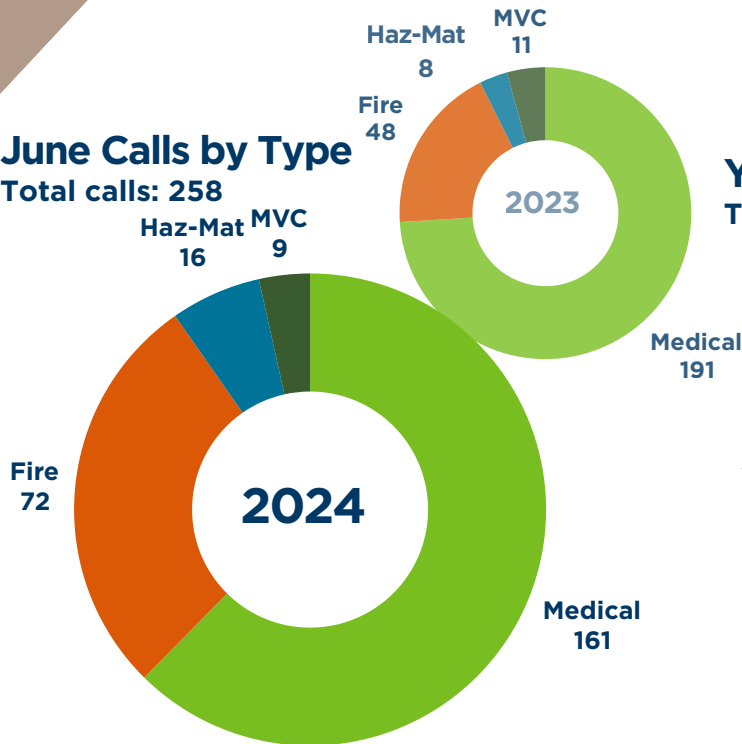
WATERTOWN FIRE DEPARTMENT

June 2024



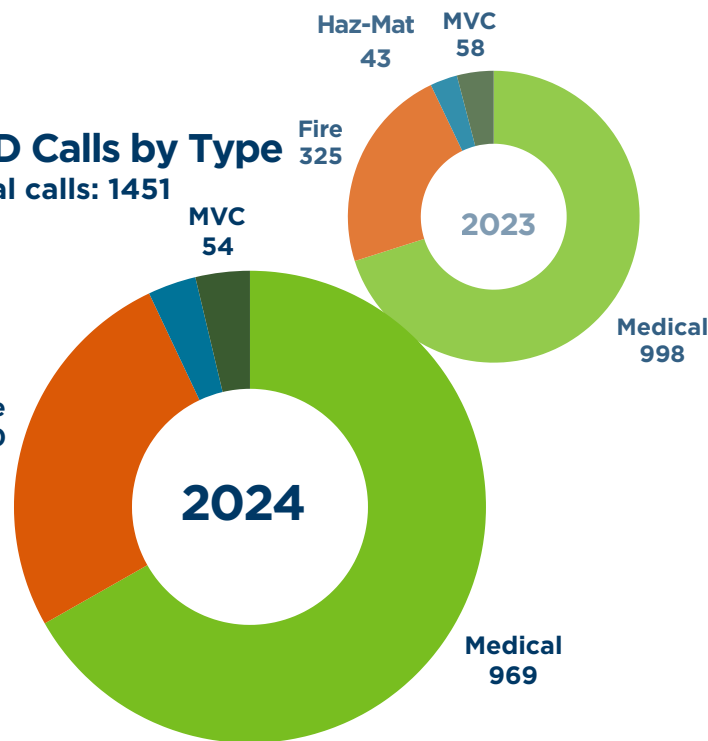
June Calls by Type

Total calls: 258

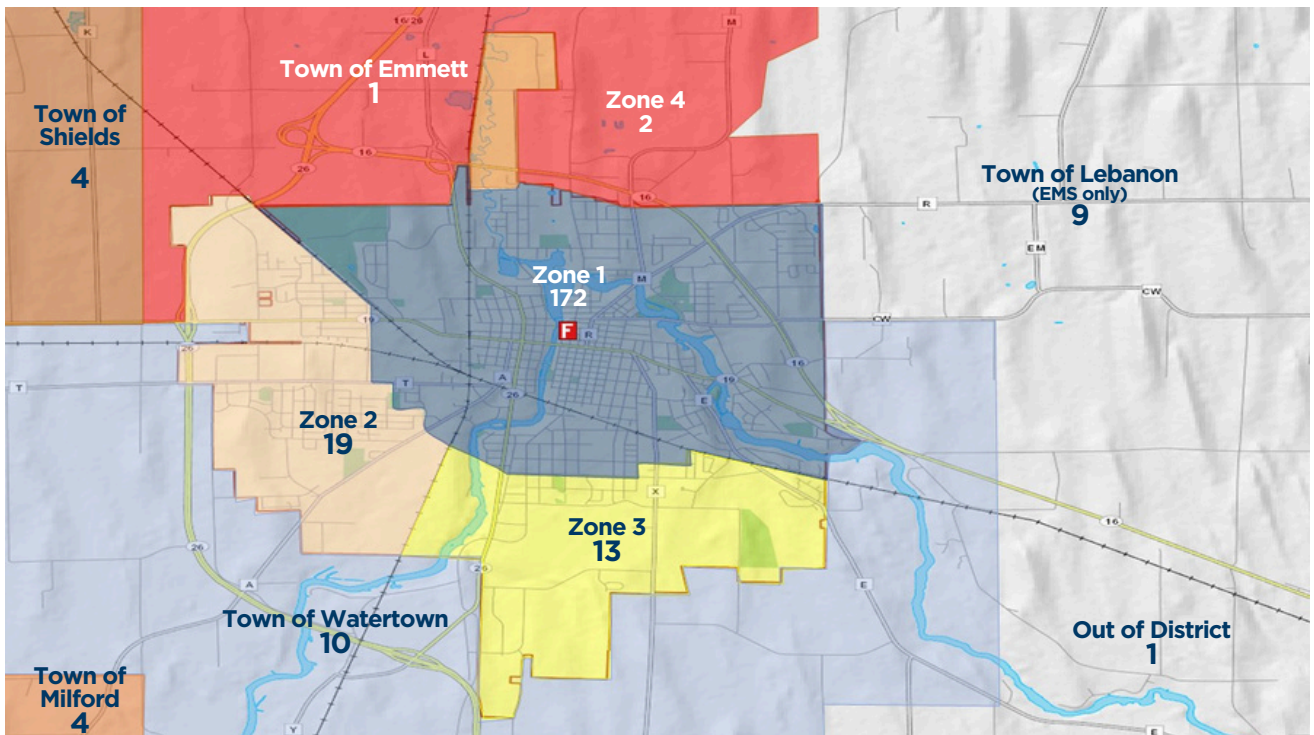


YTD Calls by Type

Total calls: 1451



Calls per Zone June



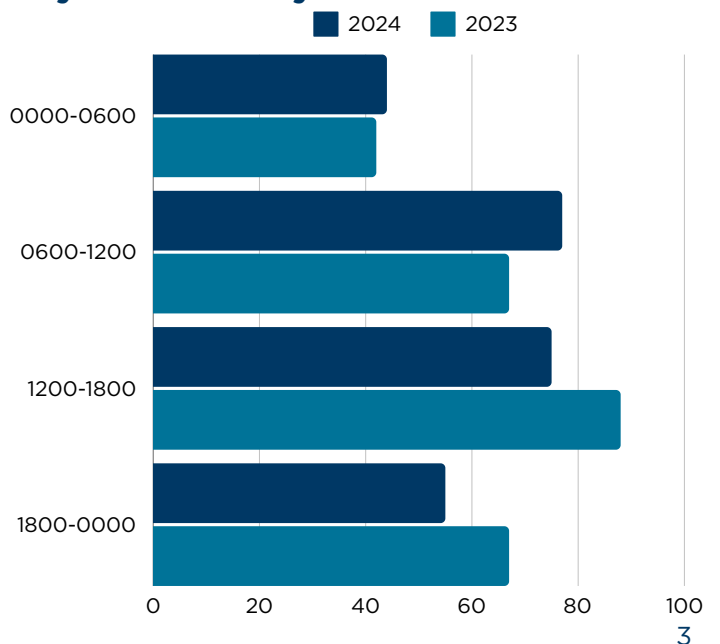
June Fire Saved vs. Loss					
2023			2024		
Saved	Loss	Total Value	Saved	Loss	Total Value
\$0	\$4,700	\$4,700	\$0	\$5,500	\$5,500

Year to Date Fire Saved vs. Loss					
2023			2024		
Saved	Loss	Total Value	Saved	Loss	Total Value
\$1,662,900	\$24,100	\$1,687,000	\$815,750	\$135,750	\$950,500

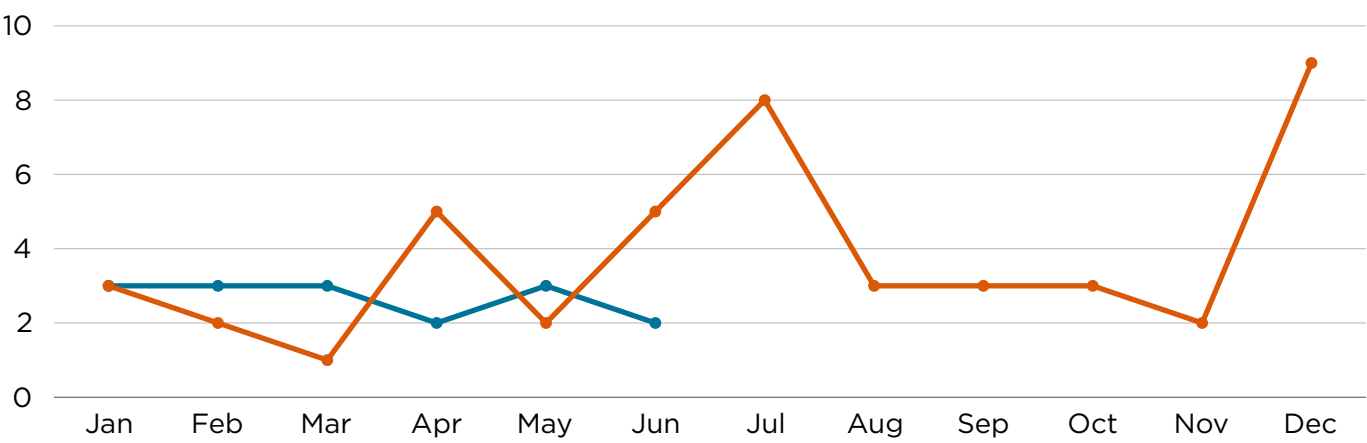
Simultaneous Calls

2023		2024	
2nd out calls	38	2nd out calls	54
3rd out calls	8	3rd out calls	9
4th+ out calls	0	4th+ out calls	5
TOTAL	46	TOTAL	68
17% multiple calls		27% multiple calls	

Calls by Time of Day



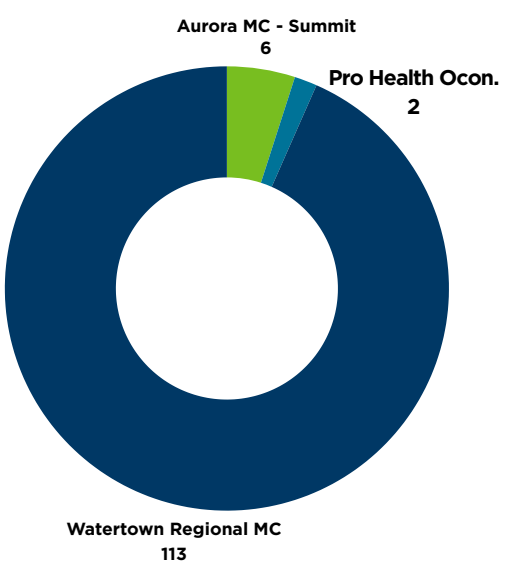
Overdoses 2024 | 2023



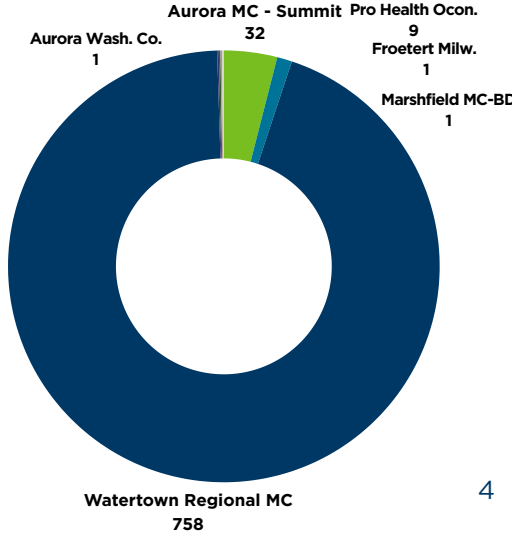
Mutual Aid Calls

Municipality	Aid Given	Aid Received
Clyman/Lowell/Reeseville	2	1
Ixonia	4	1
Jefferson	2	1
Johnson Creek	1	1
Juneau	0	1
Lake Mills	0	1
Lebanon	1	1
Rome	1	0
Waterloo	2	0
Western Lakes	0	1
2024 Total	13	8
2023 Total	9	4

June Hospital Transports



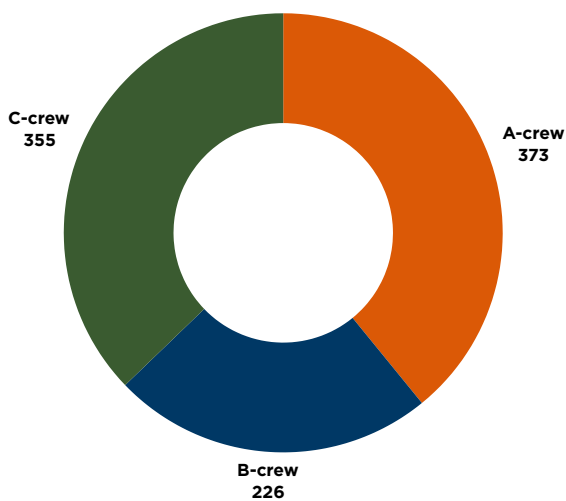
Hospital Transports Year to Date



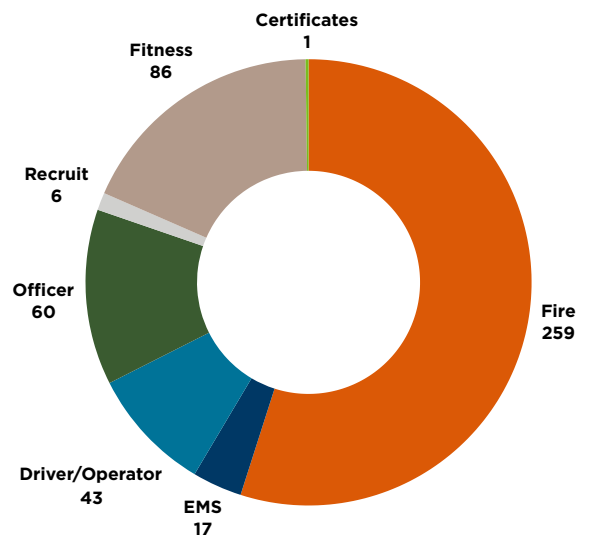
Training Topics for June:

Engine Company	Truck Company	Rescue Company	EMS Training
Extended Load Deployment	Ventilation from Aerial	Rope Systems	RSI/Status Asthmaticus
	Rescue from Aerial	Confined Space Review	

Training Hours by Crew:

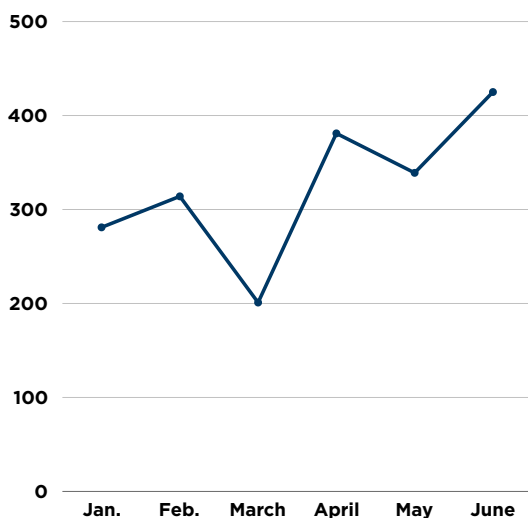


Training by Topic:



Station/Work Maintenance:

This is any type of work done to keep up the station and apparatus.

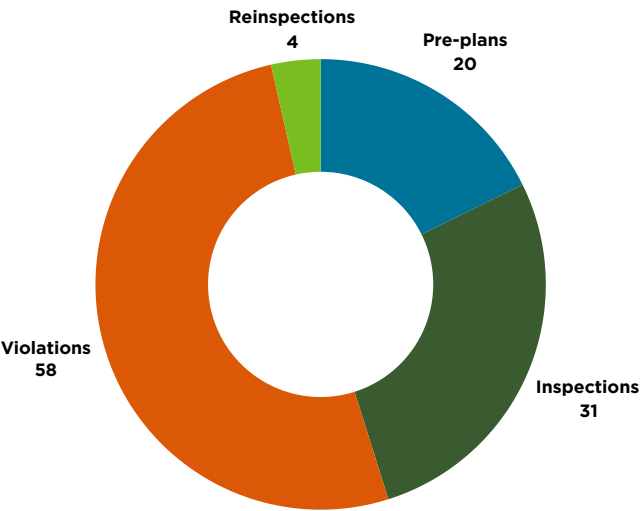


C Crew practiced mask-up drills

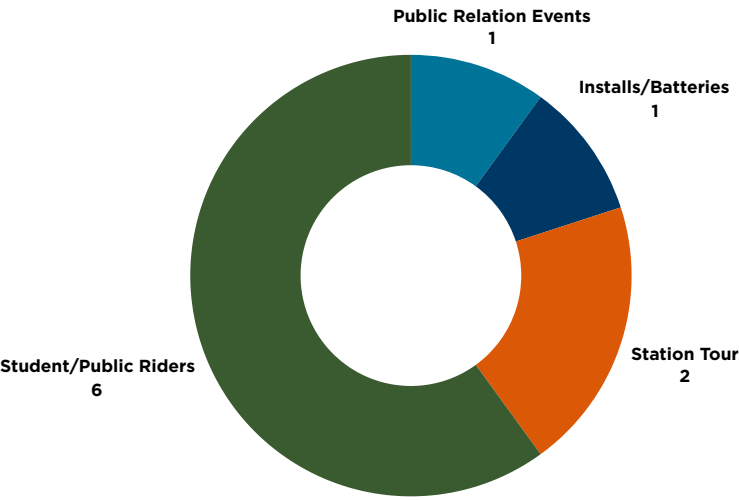


FF Spirk & Feldman tested on ladders

Code Enforcement:



Community Outreach:



June Incidents:

- 6/2 Kiewert St., Watertown Cooking Fire
- 6/6 Hillcrest Ln., Jefferson Structure Fire
- 6/8 Mckay Way, Waterloo Structure Fire
- 6/16 East Gate Dr., Watertown Dumpster Fire
- 6/24 Church St., Jefferson Structure Fire
- 5 Animal Rescues
- 20 Lift Assists
- 22 False Alarms



Chief Reynen showed apparatus to two girls



The WFD crew attended an EMS/Fire Camp for kids at MATC in Watertown. They demoed gear, tools, and toured apparatus.

New Fire Station Progress



The Deputy Chief Dave Johnsen was sworn in on 6/22



We welcomed new FF/paramedics Will Favret and Cameron Bandomir.





Office of the
City Clerk
106 Jones Street
PO Box 477
Watertown, WI 53094-0477
(920) 262-4006

TO: COMMON COUNCIL
FROM: Megan Dunneisen, City Clerk
August 2, 2024

I would appreciate your consideration to appoint the following Election Inspectors, Special Voting Deputies, and Municipal Board of Canvassers for the election term expiring December 31, 2025. Special Voting Deputies are indicated by an asterisk*, Municipal Board of Canvassers are indicated by triple asterisk**

Mary Pat Shandor, Michele Mireau-Stilp, Nancy Bielke, Emily Stille, Michelle Hankins, Carinna, Mariani, Lane Luxem, Jennifer Meinhardt, Crystal Nelson, Barbara Seamandel, Shelby Buchanan*, Linda Ouweneel, Diana Bessel, Bill Maron, Randy Stilling, Patricia Kuerschner*, Barbara Schaefer*, Gloria Melvin, Chandra Aschenbrener*, Stephanie Juhl, Christopher Riffel **

Thank you for your consideration.

Sincerely,

Megan Dunneisen, City Clerk

Emily McFarland

TO: MEMBERS OF THE COMMON COUNCIL

I would appreciate your consideration of the following appointments:

Airport Commission

Tom Hahn – serving a partial six-year term expiring November 2029 replacing Jerry Hepp.

Thank you for your consideration.

Sincerely,



Emily McFarland
Mayor

PAYROLL SUMMARIES

For the Period of: 7/10/2024 7/23/2024

Section 10, Item A.

Department	Employees		Regular Hours	Overtime Hours	Overtime Costs this Pay Period	Y-T-D Overtime Costs	Overtime Budget	Total Payroll
	FT	PT						
Police	53	2	4,125.00	378.00	19,936.21	113,343.63	114,000.00	167,430.37
Fire	25	2	2,960.00	267.75	11,012.98	74,191.13	150,000.00	91,069.60
Municipal Court	1	1	100.00	-	-	-	-	3,206.05
Mayor	1	-	80.00	-	-	-	-	3,425.85
Bldg. Inspection	3	3	277.00	-	-	-	1,000.00	9,413.60
Attorney	2	1	220.00	-	-	-	-	7,614.40
Finance	6	-	480.00	-	-	746.51	1,500.00	14,957.60
Media	1	2	113.00	-	-	-	-	2,930.90
Administration	3	2	310.00	-	-	-	-	10,095.80
Engineering	4	5	662.00	-	-	-	-	10,842.85
Health	9	2	713.75	-	-	-	10,500.00	24,034.29
Library	7	15	1,074.00	3.50	104.16	156.67	-	24,862.42
Municipal Building	1	-	80.00	1.00	34.86	819.23	1,000.00	1,894.06
Solid Waste	6	-	480.00	1.75	58.93	835.69	3,000.00	12,184.13
Street	23	1	1,870.00	6.00	-	12,809.17	39,200.00	57,817.92
Park	9	5	1,106.00	10.75	415.50	4,663.82	18,000.00	23,530.30
Forestry	2	-	160.00	-	-	-	-	4,382.40
Park/Rec Admin	7	1	592.00	-	-	-	400.00	17,757.25
Recreation and Pools	-	62	2,493.75	23.25	491.82	807.19	500.00	32,358.75
Wastewater	10	-	800.00	-	-	7,635.07	18,000.00	23,035.29
Water Dept.	8	-	640.00	21.50	803.07	7,361.33	23,500.00	21,621.86
Crossing Guards	-	-	-	-	-	-	-	-
Police Reserve	-	9	70.00	-	-	-	-	1,011.95
Alderspersons (2nd PR)	-	9	9.00	-	-	-	-	4,756.68
TOTALS	181 FT	122 PT	19,415.50	713.50	32,857.53	223,693.58	380,600.00	570,234.32

August 2, 2024

TO: Members of the Common Council

The following applications have been recommended for approval (some with conditions) by the Licensing Board:

Application for a “Class B” Malt and Liquor License from Gasthaus Watertown LLC DBA Gasthaus (Jessica Vick, Agent) located at 1500 Bridge St for licensing year July 1 2024 - June 30, 2025 (former Gasthaus LLC)

Conditional on:

- Current issued license to Gasthaus, LLC being surrendered.
- An approved Health Inspection.

License is recommended for approval with a start date on or before September 1, 2024, dependent on receipt of an updated lease document indicating Gasthaus Watertown LLC has control of the premise on that date.

Temporary Premises Amendment application by Karah Pugh for Local Waters, 109 S Third St. for Blocktoberfest on Saturday, September 21, 2024 during the hours of 3:00 pm - 10:00 pm.

Conditional on:

- Council approval of an outside sales area exemption – our code does not allow for an outside sales area to be larger than the inside area so this is an exemption that must be made.
- Outside exits are monitored – Meredith (organizer of the event) confirmed that she has Auxiliary Police planned to monitor all exits.
- The special event being approved by the Public Safety and Welfare Committee – set to be on their agenda August 7th.

Respectfully Submitted,

Megan Dunneisen, City Clerk

RECEIVED

JUL 02 2024

Section 11, Item B.

Form
AB-200

Alcohol Beverage License Application

For Municipality	C. Wauwatosa
License Period	2024-2025

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer \$ ☒ Class "B" Beer \$ 100.00
- ☐ "Class A" Liquor \$ ☒ "Class B" Liquor \$ 450.00
- ☐ "Class A" Liquor (cider only) \$ ☐ Reserve "Class B" Liquor \$
- ☐ "Class C" Liquor (wine only) \$

Fees	
License Fees	\$
Background Check Fee	\$
Publication Fee	\$175.00
Total Fees	\$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship) AMERICAN VICK Gasthaus Wauwatosa LLC			
2. Business Trade Name or DBA GASTHAUS WAUWATOSA			
3. FEIN 99-2677543		4. Wisconsin Seller's Permit Number 456-1031743524-04	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization			
6. State of Organization WI		7. Date of Organization 04/24/2024	
8. Wisconsin DFI Registration Number G071958			
9. Premises Address 1500 BRIDGE ST			
10. City WATERTOWN		11. State WI	12. Zip Code 53094 53094
13. County Jefferson	14. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: WATERTOWN		
15. Aldermanic District			
16. Premises Phone (920) 261-7054		17. Premises Email GASTHAUS2024@OUTLOOK.COM	
18. Website			
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. BAR AND GRILL - KITCHEN, BAR, DINING AREA, RESTROOMS, closet, basement			
20. Mailing Address (if different from premises address) S17W36889 HENRY ST			
21. City DOUSMAN		22. State WI	23. Zip Code 53118

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ☒ No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? ☐ Yes ☒ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity

4b. Business Entity FEIN

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☒ No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
VICK	JESSICA	OWNER	(262) 443-2853

Part D: Attestation

One of the following must sign and attest to this application:

- sole proprietor
- one general partner of a partnership
- one corporate officer
- one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name VICK		First Name JESSICA		M.I. M
Title OWNER		Email GASTHAUS2024@OUTLOOK.COM	Phone (262) 443-2853	
Signature <i>Jessica M Vick</i>			Date 06/28/24	

Part E: For Clerk Use Only

Date Application Was Filed With Clerk 7-2-24	License Number 2134	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

JUN 20 2024

Request for Beer/Liquor License Premise AmendmentName of Applicant: Karah PughName of Establishment: Local WatersAddress of Premise: 109 S. 3rd St.Date(s) of Premises Amendment: Sept 21 2024Hours requested: 11am- 11pm Set up
3pm- 10pm @ sales

Describe proposed amendment (include dimensions): _____

1st block of S 3rd St from Main St. to Market St.Proposed event (reason for amendment): Blocktoberfest****Please attach a map of the proposed area to this form. ****Karah Pugh
Signature of applicant



City of Watertown, WI
Monday, June 10, 2024

Chapter 220. Alcohol Beverages and Other Beverages

Article I. Licensing and General Regulations

§ 220-9. Regulation of licensed premises and licensees.

- F. Outside sales; consumption; possession of open intoxicants. Possession of open intoxicants shall be defined as provided under § **410-52**. Sales, consumption, or possession of open intoxicants with respect to alcohol beverages authorized under a retail Class "A," "Class A," Class "B," "Class B" or "Class C" license (except for picnic licenses) shall be limited to the internal confines of the licensed premises, except for those holders of a retail Class "B," "Class B" or "Class C" license and subject to the following restrictions:
- (1) The area to be licensed must be an area immediately adjacent to and abutting the licensed premises of the applicant's retail Class "B," "Class B" or "Class C" alcohol beverage license.
 - (2) "Outside sales area" is defined as "an open area immediately adjacent to and abutting the licensed premises of the applicant's retail Class "B," "Class B" or "Class C" alcohol beverage license where fermented malt beverages and alcohol beverages are sold, served or consumed."
 - (3) At any part of the outside sales area not blocked by a building, there shall be maintained or constructed a temporary fence or enclosure at least four feet in height.
 - (4) Entry to the outside sales area shall not be through an access point in the enclosure or fence and shall only be gained from the interior of the licensed premises.
 - (5) The outside sales area shall not be greater than the floor space of the abutting licensed premises unless specific exemption is granted by both the Licensing Board and Common Council. The exemption shall be renewed annually with the alcohol beverage license subject to approval by the Licensing Board and Common Council.
 - (6) The outside sales area capacity shall be in accordance with the State Fire Code, and the maximum capacity shall be separately posted within the outside sales area.
 - (7) The outside sales area shall not be open for the sale, service or consumption of alcohol beverages before 10:00 a.m. and shall not remain open for the sale, service or consumption of alcohol beverages after 10:00 p.m. Sunday through Thursday and 11:00 p.m. Friday and Saturday and on federally recognized holidays.
 - (8) The noise levels emanating from any outside sales area shall not violate § **410-40** of the Watertown Code of General Ordinances.
 - (9) Entertainment or events which include the operation or use of any radio, stereo or other mechanical or electrical device, instrument, or machine, and television may be broadcast or displayed on the exterior of the licensed premises or in the outside sales area between the hours listed in Subsection **F(7)**.
 - (10) No live entertainment or event may be performed on the exterior of the licensed premises or in the outside sales area for a continuous block exceeding four hours in a twenty-four-hour

period. The live entertainment or event may only be performed between the hours of 10:00 a.m. and 10:00 p.m. Subsection **F(7)**. The licensee shall not have more than four live entertainment or events in any calendar month and shall register said event with the City 24 hours prior to the event taking place and no more than 20 live entertainment or event in any year. Regularly scheduled leagues are excluded from this monthly limitation. "Leagues" are defined to include but are not limited to volleyball, baseball, horseshoes, or bags.

Section 11, Item C.

- (11) The retail Class "B," "Class B" or "Class C" licensee, his/her employees or agents shall be responsible for preventing violations of this article and shall operate the outside sales area in conformity with Ch. **125**, Wis. Stats., and Article **I** of this chapter.

City of Watertown, WI
Monday, June 10, 2024

Chapter 410. Peace and Good Order

Article IX. Gambling, Tobacco, Alcohol and Drugs

§ 410-52. Possession of alcohol beverages on public ways.

[Amended by Ord. No. 09-33]

- A. No person shall have in his possession any open can, bottle or other receptacle containing alcohol beverages or drink from the same on any public street, sidewalk, boulevard, boardwalk, alley or public parking lot or on or in any vehicle parked on a public street, alley or public parking lot. "Public parking lot" shall include all premises held out to the public for use of their motor vehicles, whether such premises are publicly or privately owned, and whether or not a fee is charged for the use thereof.
- B. No person shall have in his possession any open can, bottle or other receptacle containing alcohol beverages or drink from such can, bottle or receptacle on the Watertown Riverwalk and the contiguous public property between the Cady Street Bridge and the Milwaukee Street Bridge along both the east side and west side of the Rock River.
- C. Exceptions.
 - (1) This section shall not apply to such events for which a Class "B" picnic license has been obtained under Chapter **220** of this Code.
 - (2) This section shall not apply to those areas designated in Subsection **A** of this section that may be temporarily closed for a City-approved event.
[Added by Ord. No. 05-19]

ORDINANCE
ADOPT AMENDMENTS TO THE 2019 CITY OF WATERTOWN COMPREHENSIVE
PLAN

SPONSOR: MAYOR MCFARLAND
FROM: PLAN COMMISSION WITH POSITIVE RECOMMENDATION

The Common Council of the City of Watertown, Wisconsin, does ordain as follows:

WHEREAS, pursuant to sections 62.23(2) and (3) of Wisconsin Statutes, the City of Watertown is authorized to prepare and adopt a comprehensive plan as defined in sections 66.1001(1)(a) and 66.1001(2) of the Wisconsin Statutes; and,

WHEREAS, the City Council adopted its comprehensive plan in 2019 entitled "City of Watertown Comprehensive Plan"; and,

WHEREAS, the City of Watertown Comprehensive Plan is silent as to the frequency or number of permissible amendments to the City of Watertown Comprehensive Plan; and,

WHEREAS, Wisconsin Comprehensive Planning law requires that a city follow the same administrative process for plan amendment adoption defined under §66.1001(4) of the Wisconsin Statutes; and,

WHEREAS, as part of the City's original adoption of a comprehensive plan the Common Council adopted and has since followed written procedures designed to foster public participation in every stage of the preparation of a comprehensive plan as required by §66.1001(4)(a) of the Wisconsin Statutes; and,

WHEREAS, the Plan Commission of the City of Watertown, by a majority vote of the entire Commission recorded in its official minutes, has positively recommended to the Common Council the adoption of a proposed amendment to change the future land use category shown for 1310 Allwardt Street, Parcel 291-0915-3413-014 (Exhibit "A") from "Institutional" to "Multi-Family" on the Future Land Use Map of the Comprehensive Plan;

WHEREAS, the Plan Commission of the City of Watertown has ensured the amendments are in full compliance with the City of Watertown Comprehensive Plan; and,

WHEREAS, the City of Watertown has, in compliance with the requirements of section 66.1001(4)(d) of the Wisconsin Statutes, provided opportunities for public involvement per its adopted public participation plan; and,

WHEREAS, the Common Council held a public hearing on the proposed amendments on July 16, 2024, considered the public comments made and the recommendations of the Plan Commission and staff, and has determined to approve the recommended amendments;

NOW THEREFORE, THE COMMON COUNCIL OF WATERTOWN, WISCONSIN, DOES
ORDAIN AS FOLLOWS:

SECTION 1. That the City's Comprehensive Plan be amended to reflect that the future land use category shown for 1310 Allwardt Street, Parcel 291-0915-3413-014 (Exhibit "A") change from "Institutional" to "Multi-Family" on the Future Land Use Map of the Comprehensive Plan pursuant to section 66.1001(4)(c) of Wisconsin Statutes; and,

SECTION 2. That all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed; and, in the event any section, subsection, clause, phrase or portion of this ordinance is for any reason held illegal, invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of this ordinance.

SECTION 3. That this ordinance shall take effect and be in force the day after its passage and publication.

DATE:	August 6, 2024		August 20, 2024	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
BOARD				
BARTZ				
BLANKE				
SMITH				
SCHMID				
WETZEL				
MODELNHAUER				
MAYOR MCFARLAND				
TOTAL				

ADOPTED August 20, 2024

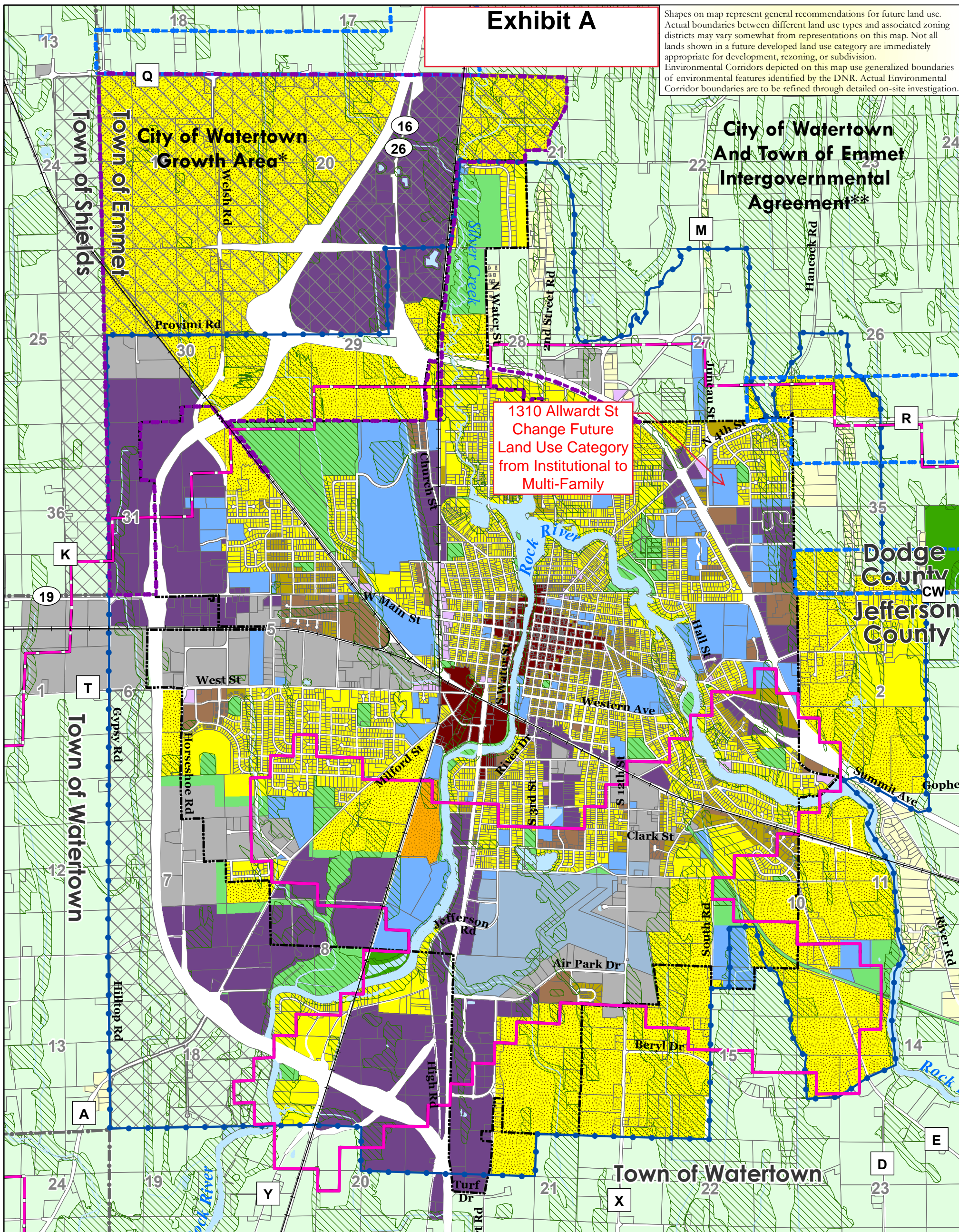
CITY CLERK

APPROVED August 20, 2024

MAYOR

Exhibit A


Shapes on map represent general recommendations for future land use. Actual boundaries between different land use types and associated zoning districts may vary somewhat from representations on this map. Not all lands shown in a future developed land use category are immediately appropriate for development, rezoning, or subdivision. Environmental Corridors depicted on this map use generalized boundaries of environmental features identified by the DNR. Actual Environmental Corridor boundaries are to be refined through detailed on-site investigation.




Future Land Use Urban Area

Map 6b

City/Town IGA**

 City Growth Area

 City Periphery Areas

*Each "Planned Mixed Use Area" may include mix of:

1. Office
2. Multi-Family Residential
3. Mixed Industrial
4. Commerical Services/Retail
5. Institutional
6. Parks & Recreation

***"Planned Neighborhoods" should include a mix of the following:

of the following:

1. Single-Family - Sewered (predominant land use)
2. Two-family Residential
3. Multi-Family Residential
4. Institutional
5. Neighborhood Mixed Use
6. Parks & Recreation

Land Use Category	Percentage
1. Single-Family - Sewered (predominant land use)	40%
2. Two-family Residential	25%
3. Multi-Family Residential	10%
4. Institutional	10%
5. Neighborhood Mixed Use	5%
6. Parks & Recreation	10%

****Each "Riverside Mixed Use Area" may include mix of:**

1. Office
2. Single-Family - Sewered
3. Two-Family Residential
4. Multi-Family Residential
5. Commerical Services/Retail
6. Institutional
7. Parks & Recreation

 City of Watertown
 Town Boundary
 Parcel
 Railroad
 Watertown Urban Service Area
 Watertown Long Range Growth Area

Airport Height Limitations

	Maximum Building Elevation b/t 865 and 968 ft
	Maximum Building Elevation b/t 968 and 1005 ft

Draft: August 7, 2019
Source: WisDNR, FEMA,
City of Watertown,
Dodge Co. LIO &
Jefferson Co. LIO, V&A










**VANDEWALLE &
ASSOCIATES INC.**
Shaping places. shaping change



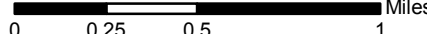
THE CITY OF
WATERTOWN
Opportunity runs through it.

City of Watertown Comprehensive Plan

Land Use Categories

- | | |
|--|---------------------------------------|
|  | Agricultural |
|  | Single-Family Residential - Unsewered |
|  | Single-Family Residential - Sewered |
|  | Two-Family Residential |
|  | Multi-Family Residential |
|  | Planned Neighborhood** |
|  | Institutional |
|  | Airport |

-  Rights-of-Way
 Neighborhood Mixed Use
 Planned Mixed Use*
 Central Mixed Use
 Riverside Mixed Use***
 Mixed Industrial
 Parks & Recreation
 Environmental Corridor
 Surface Water



1130 Allwardt St. – 20 acres

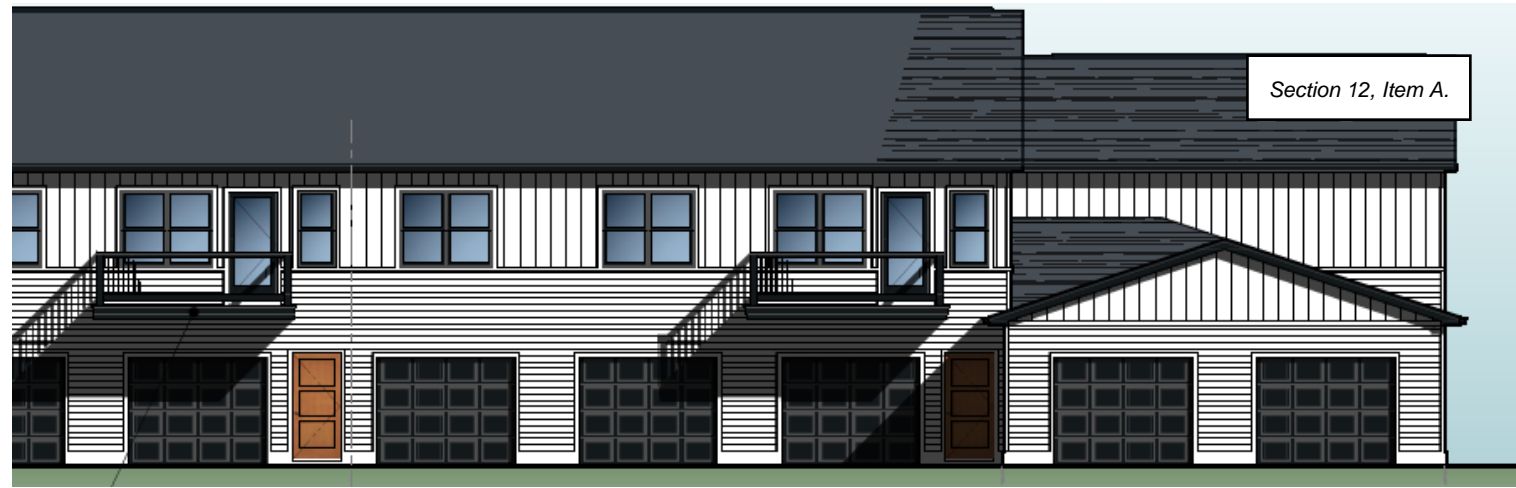
Comp. Plan Change & Rezoning



1. The proposed use aligns with the Comp. Plan.
2. **Multifamily use directly across the street to the south of the property and north of the subdivision.**
3. The proposed use supports the growth and sustainability of adjacent hospital and **community businesses. The project benefits all of Watertown, Jefferson County & Dodge County.**
4. **No documented negative affect on property values. Recent, local study shows property value appreciation**
5. Will provide more housing options and housing supply
 - a) Catalyst for cycle of single family turn over by creating options for aging in the community
 - b) Options for young families & job seekers to become familiar with the community
 - c) New supply to support growth of Jefferson & Dodge County job market

1130 Allwardt St. – 20 acres

Comp. Plan Change & Rezoning



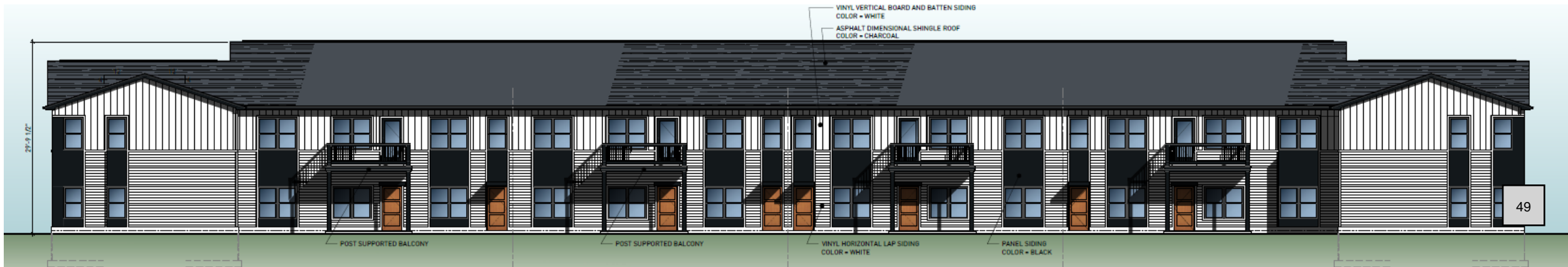
7. Current future land use is institutional – use by right could have adverse affect on property values.
8. Market rents are likely comparable to adjacent neighborhood mortgage payments
9. Revisions to zoning and comp. plan allow for property to return to the tax roll
10. No actionable interest in single family development during listing period. **Not a choice between multifamily & single family, a choice between multifamily or no beneficial project.**
11. Proposed pay-go TIF will not include any upfront City financing. All risk is on the developer & infrastructure is reimbursed through future tax revenues.

1130 Allwardt St. – 20 acres

Section 12, Item A.

Density Consideration & Responsiveness to City & Resident Comments

1. Proposed density is 70%+/- of what desired zoning would allow – 128 apartments & 25 single family condos = 153 proposed units, verses 220 allowed by MR-10 multifamily zoning.
2. **Any future multifamily development will likely experience higher development costs – requiring more density, more TIF support and / or higher rents.**
3. Multiple revisions to site plan to accommodate City and neighborhood comments (see following slides)
 - a. Reduced apartment building count & density
 - b. Relocated to west side of site & added path / landscape corridor
 - c. Enlarged path & landscape corridor
 - d. Added single family condo lots
 - e. Reduced number of condo lots & added green space.
 - f. Relocated bike path and increased single family lot size (60' x 110' or 0.15 acre)



Impetus for Tenant Relocation from Similar Project

Dodge County – Summer 2024

Section 12, Item A.

30% Professional Job - Relocated from out of county / state

25% Skilled Job – Relocated form out of county / state

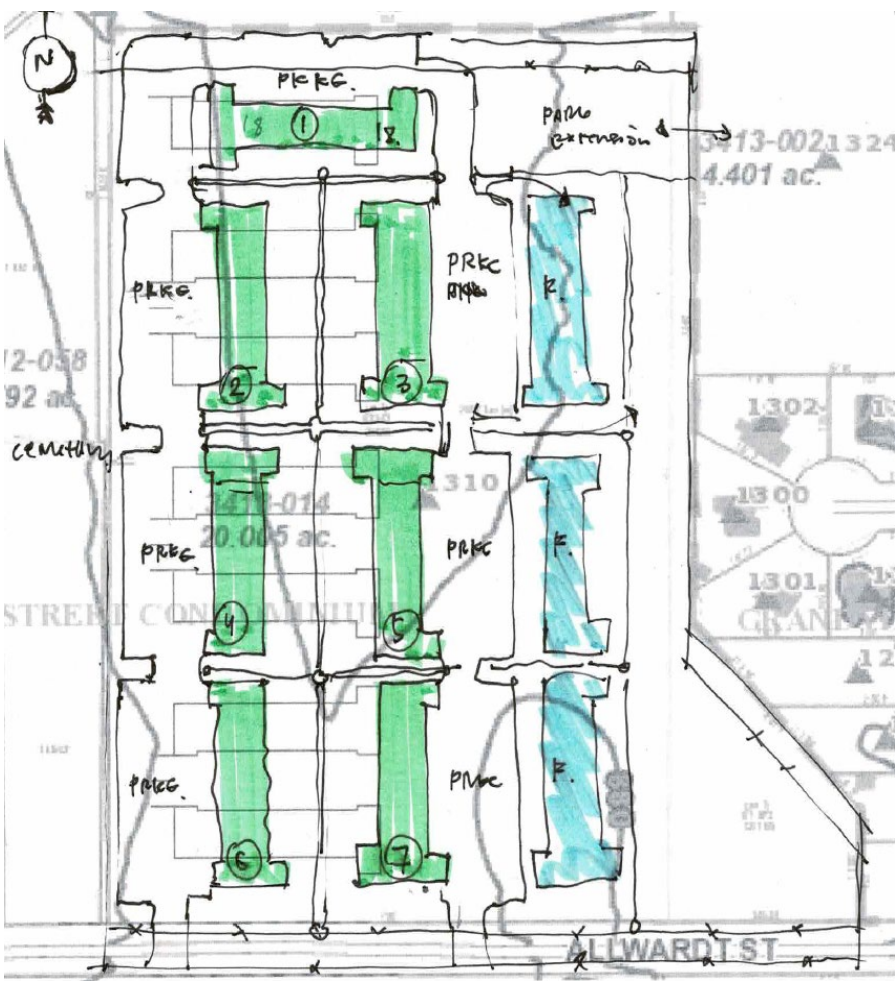
25% Moved closer to caretaker / younger family

15% Aging in Place – More suitable space

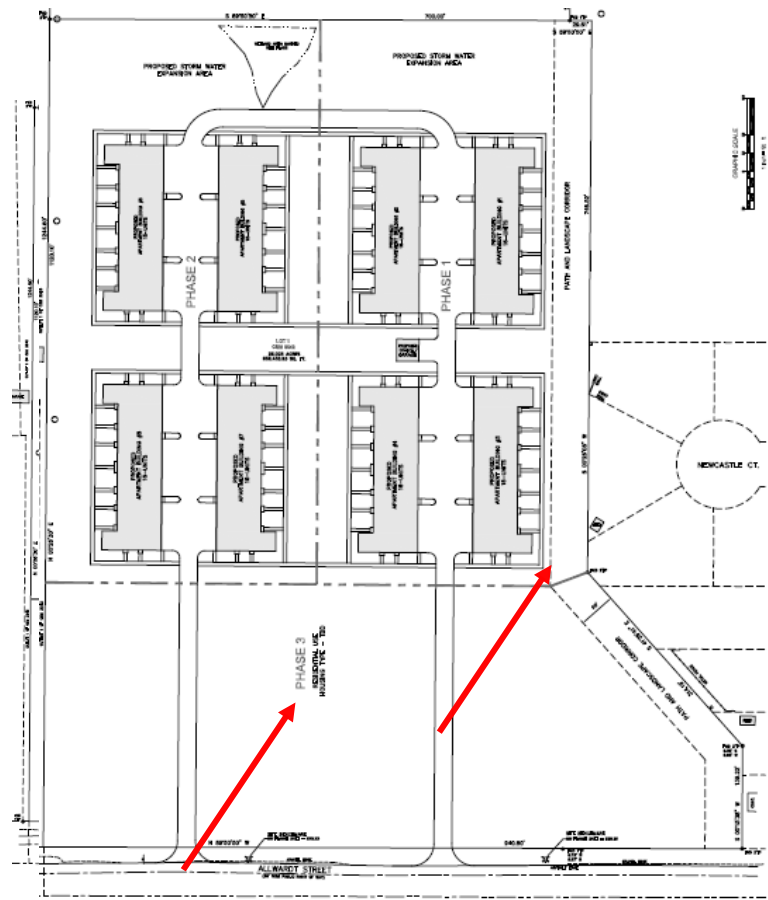
5% Moved closer to aging family

1130 Allwardt St.

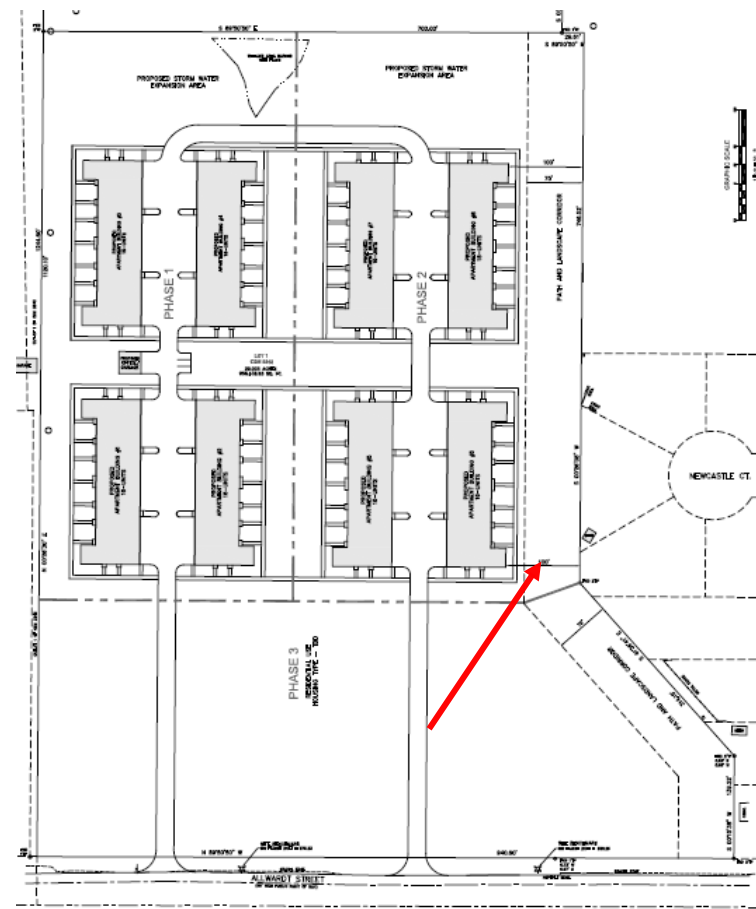
Site Plan Revisions to City & Citizens Comments



Initial Conceptual Plan



- 1. Reduced building count
- 2. Added path

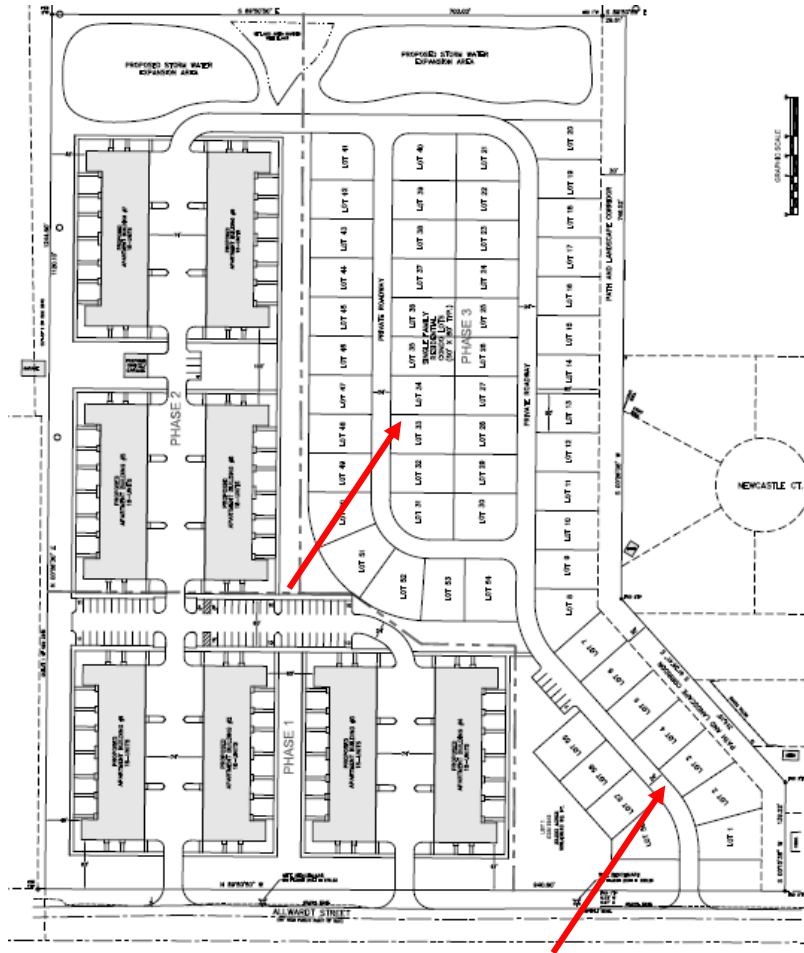


- 3. Enlarged path & landscape Corridor – shifted buildings w

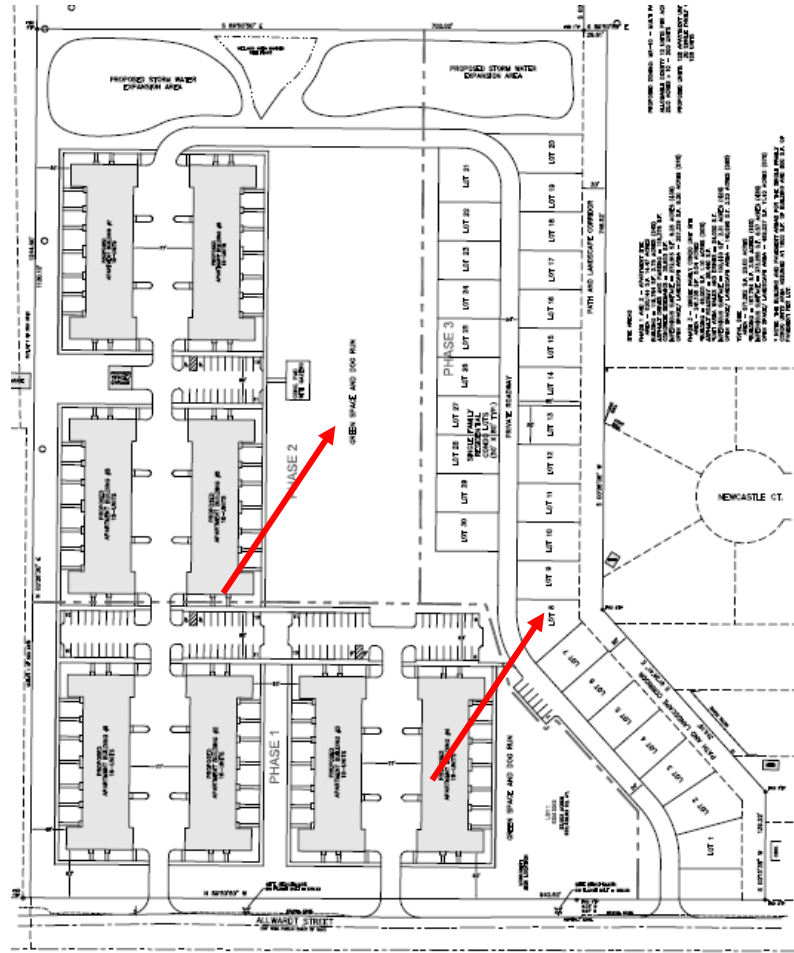
1130 Allwardt St.

Section 12, Item A.

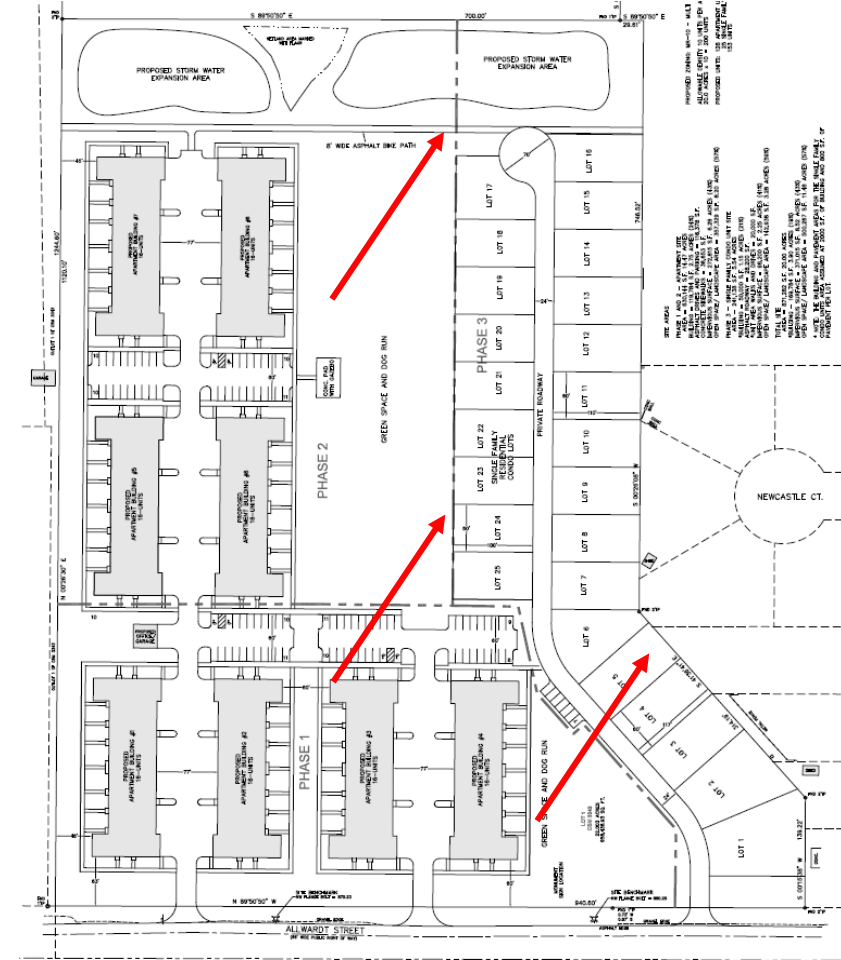
Site Plan Revisions to City & Citizens Comments



4. Added single family residential buffer



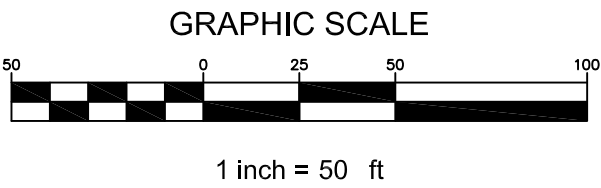
5. Reduced single family density
6. Added green space & amenity



7. Relocated bike path
8. Increased single family lots

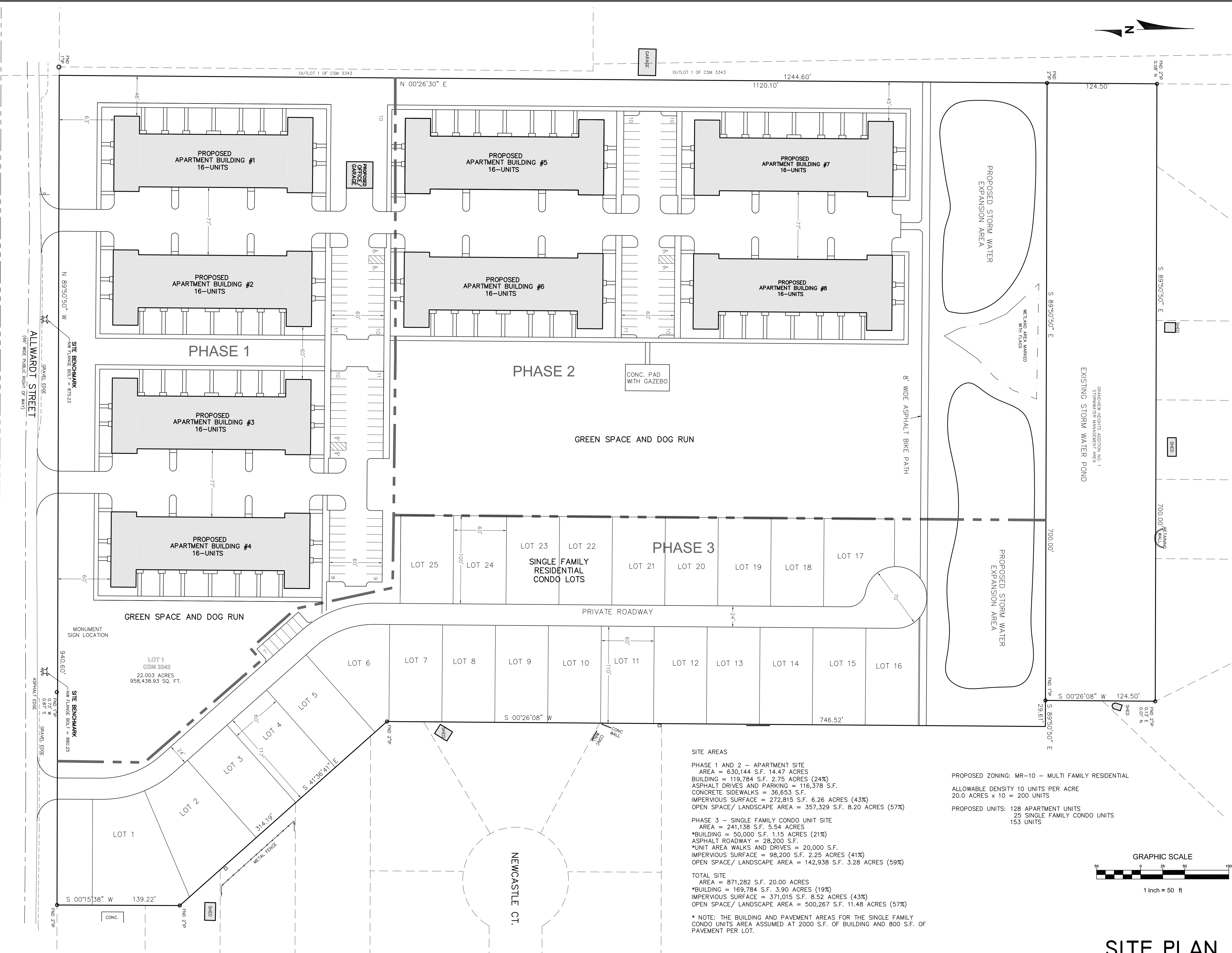
WATERTOWN MULTI-FAMILY DEVELOPMENT
WATERTOWN, WISCONSIN
ALLWART STREET

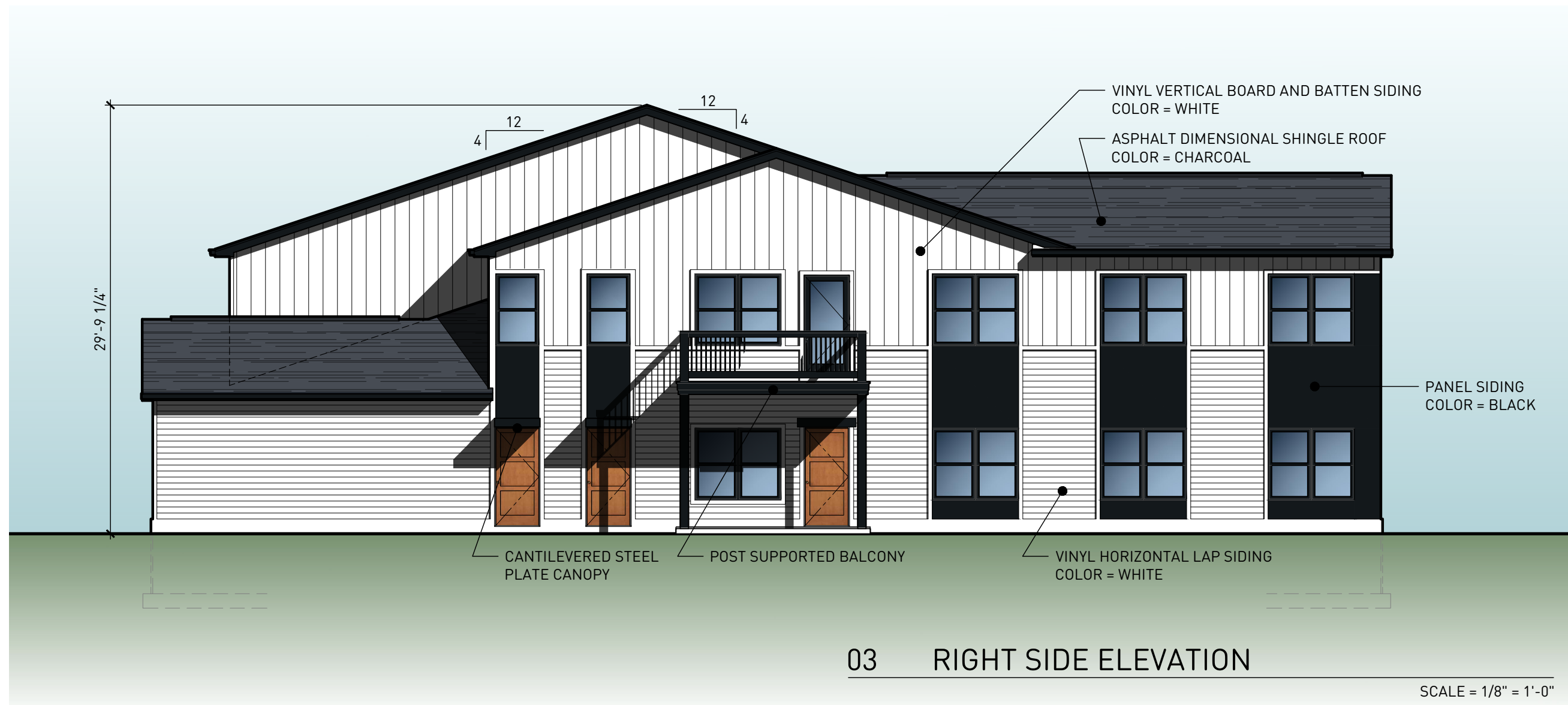
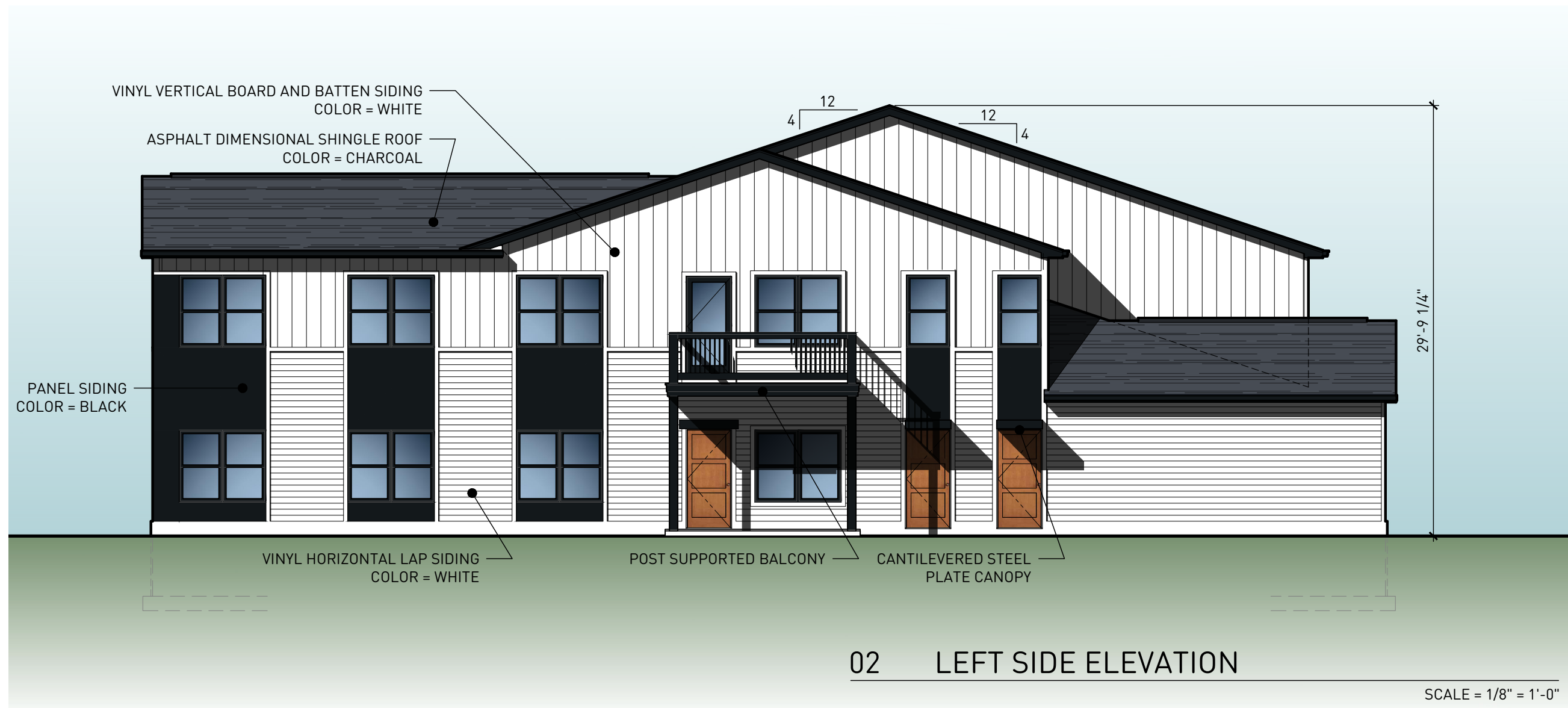
CJE NO.: 2403R5
JULY 31, 2024

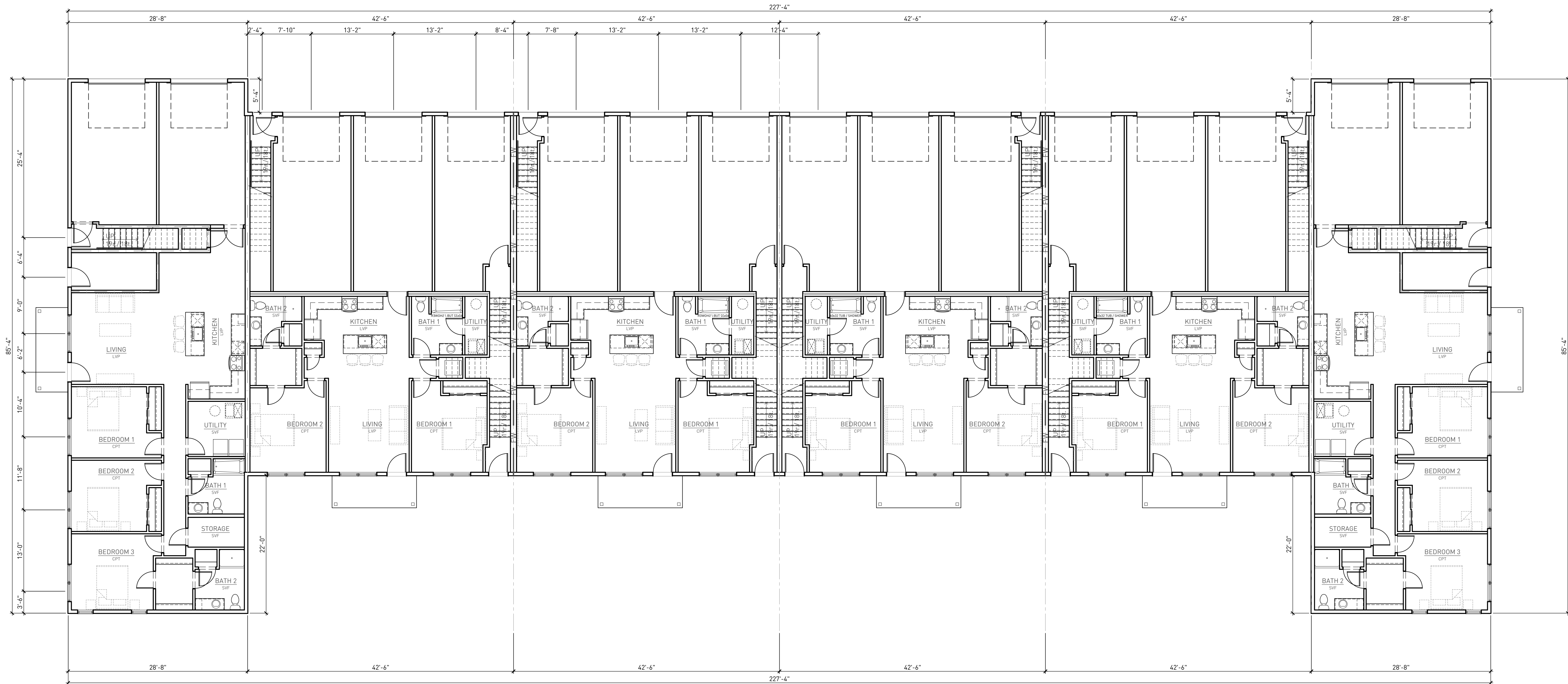


SITE PLAN

C1.0







PROJECT NAME
WATERTOWN MULTI-FAMILY
WATERTOWN, WISCONSIN

ARCHITECT PROJECT NUMBER
24006

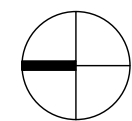
DRAWING REVISIONS

DRAWING DATE
07.12.2024
SET TYPE

SHEET NAME
FLOOR PLAN -
FIRST FLOOR

SHEET NUMBER

A200

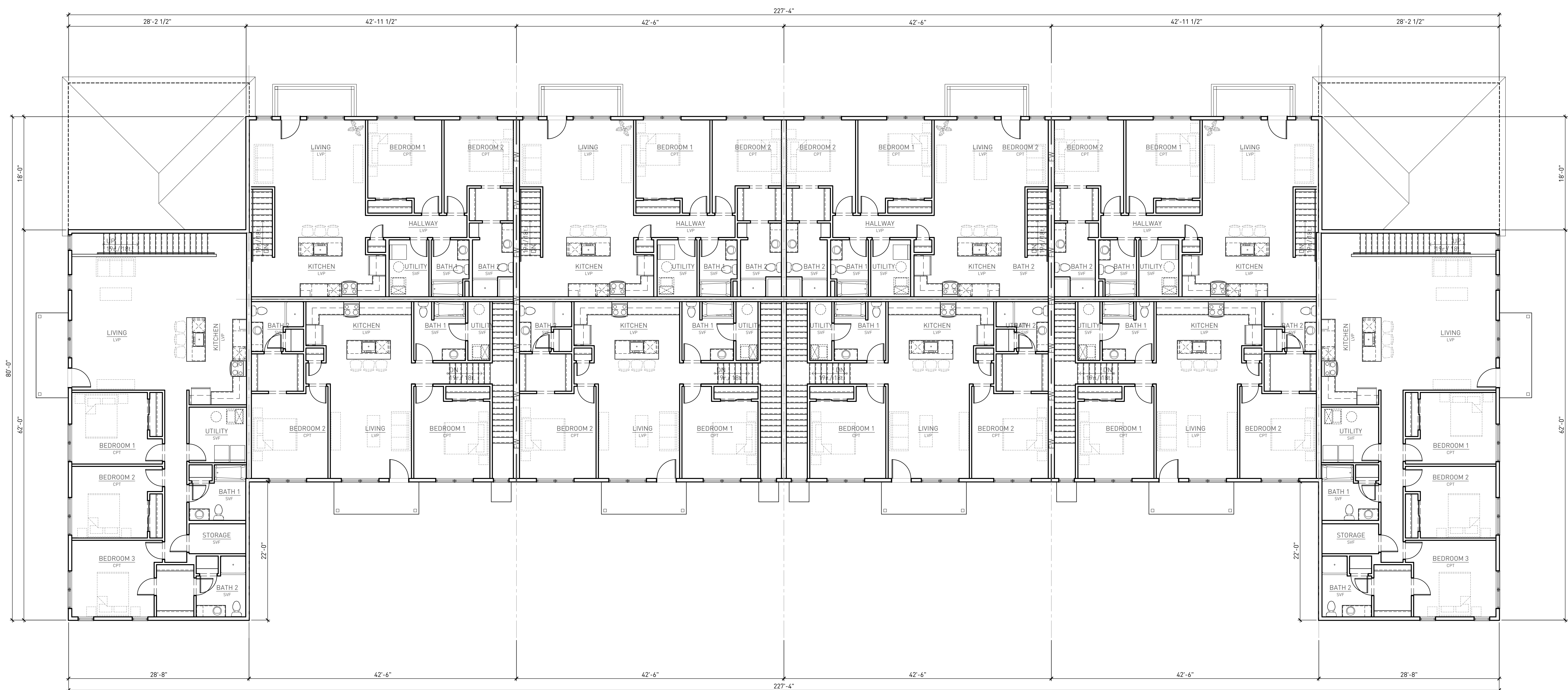


**01 FLOOR PLAN -
FIRST FLOOR**
FOUNDATION FOOTPRINT (w/o stoops) = 14,752 s.f.

SCALE = 1/8" = 1'-0"

131 W SEEBOTH ST. SUITE 230
MILWAUKEE, WI 53204
HTARC.COM

PROJECT TEAM



PROJECT NAME
WATERTOWN MULTI-FAMILY
WATERTOWN WISCONSIN

ARCHITECT PROJECT NUMBER
24006

DRAWING REVISIONS

DRAWING DATE
07.12.2024

SET TYPE

SHEET NAME
FLOOR PLAN -
SECOND FLOOR

SHEET NUMBER

A201

1130 Allwardt St. – 20 acres

Comp. Plan Change & Rezoning

SUMMARY

1. The proposed use is **similar to adjacent properties**.
Field crest Apts – 80' south
Watertown Park Apts 1,000' north
Highland Duplexes and Village 550' southeast.
2. The proposed changes **directly responds to the housing challenges** faced by **Watertown residents & businesses**.
3. The use & zoning change will allow for new supply of **high-quality housing options** on a well-designed site (water, sewer, stormwater.)
4. The project will **improve the quality of life for all of Watertown**
 - a) Turn over of single-family housing
 - b) Options for aging in place
 - c) Supports local job growth
 - d) Helps offset declining school enrollment
 - e) Increases future property & sales tax revenues.

ORDINANCE TO
AMEND CHAPTER 550
OFFICIAL ZONING MAP OF THE CITY OF WATERTOWN

SPONSOR: MAYOR MCFARLAND
FROM: PLAN COMMISSION WITH POSITIVE RECOMMENDATION

THE COMMON COUNCIL OF THE CITY OF WATERTOWN DOES ORDAIN AS FOLLOWS:

SECTION 1. The following described property, 1310 Allwardt Street in the City of Watertown, Dodge County, Wisconsin is hereby altered and changed from a SR-4, Single-Family Residential Zoning District to a MR-10, Multi-Family Residential Zoning District classifications as follows:

All that part of Lot 1 of CSM No. 1873, located in the NE ¼ of Section 34, T9N, R15E, City of Watertown, Dodge County, Wisconsin, more fully described as follows:

Beginning at the SW corner of Lot 1 of CSM No. 3343; thence North 00°23’53” West, 1120.10 feet to a point; thence North 89°18’47” East 729.61 feet to a point; thence South 00°23’53” East 746.50 feet to a point: thence South 42°26’42” East 314.19 feet to a point; thence South 00°34’23” East 139.22 feet to a point on the South line of Lot 1 of CSM No. 1873; thence South 89°18’47” West 940.46 feet to the place of beginning. Said lands containing 871,418 square feet, more or less (20.005 acres). (Parcel No. 291-0915-3413-014).

SECTION 2. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 3. This ordinance shall take effect and be in force the day after its passage and publication.

DATE:	Aug 6, 2024		Aug 20, 2024	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
BOARD				
BARTZ				
BLANKE				
SMITH				
SCHMID				
WETZEL				
MOLDENHAUER				
MAYOR MCFARLAND				
TOTAL				

ADOPTED August 20, 2024

CITY CLERK

APPROVED August 20, 2024

MAYOR

BIELINSKI
HOMES

GENERAL DEVELOPMENT PLAN
(AMENDMENT)

"Hunter Oaks Neighborhood"

City of Watertown, Wisconsin

Site Data Table (Original)

Acreage Calculations & Unit Counts					
Area	Land Use	Net Acreage	Number of Units	Net Density	% of Unit Count
A	Neighborhood Retail	3.3			
B	Neighborhood Retail	2.8			
C(a)	Multi-Family Homes	3.8	54	14.2	9.0%
C(b)	Multi-Family Homes	6.2	81	13.1	16.7%
D	Branch Fire Station				
E	Single-Family Attached Condos (2-Unit)	3.3	12	3.8	2.0%
F	Single-Family Attached Condos (4 to 6 Unit)	5	50	10	9.0%
G	Single-Family Attached Condos (4 to 8 Unit)	6.4	60	9.4	11.0%
H	Single-Family Attached Condos (2-Unit)	3.7	20	5.4	4.0%
I	Single-Family Lots (75'w to 110'w)	3.8	294	3.9	51.0%
J	Neighborhood Park	8.2	-	-	
K	Neighborhood Park	4.3	-	-	
L	Storm Water Detention	8.9	-	-	
	Street Right of Way	38.9			
Total Project Area		169.7	571		

Site Data Table (Amended)

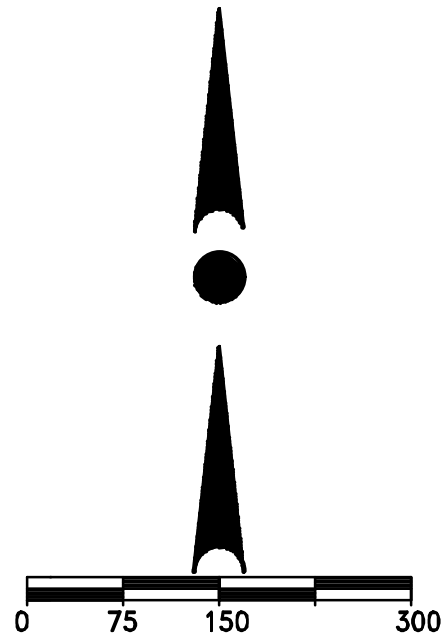
Acreage Calculations & Unit Counts					
Area	Land Use	Net Acreage	Number of Units	Net Density	% of Unit Count
A-D	Multi-Family Condos (2-Unit)	6.5	34	5.23	3.98%
B	Single-Family Attached Condos (2-Unit)	3.5	20	5.71	0.14%
C(b)(PH1)	Single-Family Lots	1.0	8	8.0	0.61%
C(b)(PH2)	Single-Family Lots	5.1	10	2.0	3.12%
C(b)(PH3)	Single-Family Lots	5.2	35	6.7	3.18%
E	Single-Family Attached Condos (2-unit)	3.3	12	3.64	2.02%
F	Single-Family Attached Condos (4 to 6 Unit)	5.1	50	9.80	3.12%
G	Single-Family Attached Condos (2-Unit)	3.8	20	5.26	2.33%
H-1	Single-Family Lots	48.1	174	3.60	29.44%
H-2 (PH1)	Single-Family Lots	8.1	25	3.09	4.96%
H-2 (PH2)	Single-Family Lots	5.3	18	3.40	3.24%
H-2 (PH3)	Single-Family Lots	7.8	20	2.56	4.77%
H-2 (PH4)	Single-Family Lots	8.1	27	3.33	4.96%
I	Neighborhood Park	7.5	-	-	4.59%
J	Neighborhood Park	4.4	-	-	0.69%
K	Storm Water Detention	8.9	-	-	5.45%
	Street Right of Way	31.7			19.40%
Total Project Area		163.4	453		

Overall Gross Density:
• 453 Total Units / 163.4 Total Project Acres = 2.77 DUA
Overall Net Density:
• 453 Total Units / 122.8 = 3.69 DUA
*Net Residential & Neighborhood Park Land Use Acres

*Net Residential & Neighborhood Park Land Use Acres is
Equal to Areas A-D, B, C(b), E, F, G, H, I, J

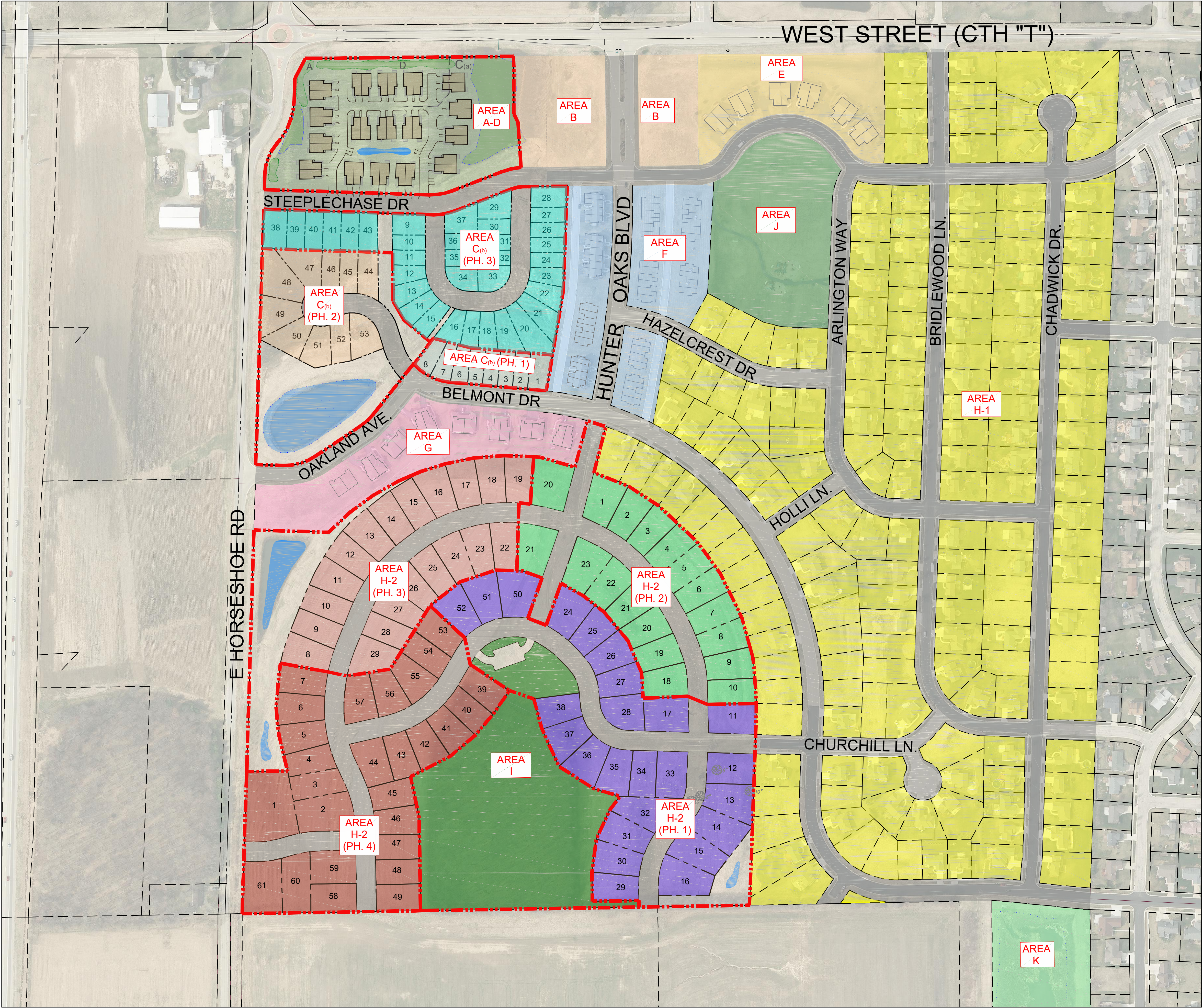


4100 North Calhoun Road
Brookfield, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: info@trioeng.com



Scale: 1" = 150' (22"x34")
Scale: 1" = 300' (11"x17")

DATE: 5-17-2024



AN ORDINANCE

TO ADOPT THE PLANNED UNIT DEVELOPMENT (PUD) – GENERAL DEVELOPMENT PLAN (GDP) UNDER SECTION 550-152 FOR AREAS C(b), H, I, AND K OF BIELINSKI HUNTER OAKS DEVELOPMENT (PINS: 28-291-0815-0642-006, 291-0815-0642-007, 291-0815-0643-001, 291-0815-0644-022, 291-0815-0711-002)

Sponsor: Mayor McFarland
From: Plan Commission (Positive Recommendation)

THE COMMON COUNCIL OF THE CITY OF WATERTOWN DOES ORDAIN AS FOLLOWS:

SECTION 1. The following flexibilities have been identified by the City of Watertown Plan Commission in regard to the amended Bielinski Hunter Oaks Planned Unit Development – General Development Plan:

* * *

This amended GDP includes the following:

Area C(b): Specific to Parcel No. 291-0815-0642-006 & 291-0815-0642-007 Amended to Single Family Small Lots (average lot size of 6,817 sq.ft.).

1. **Area C(b): Phase 1** (Lots 1-8) lot size range from 5,060 to 6,884 sq. ft. with home construction starting in July/August of 2024.
2. **Area C(b): Phase 2** (Lots 44-53) lot size range from 6,592 to 14,873 sq. ft. with development construction starting August/Sept. of 2024 with home construction to commence upon completion.
3. **Area C(b): Phase 3** (Lots 9-43) lot size range from 4,601 to 11,265 sq. ft. with development construction to begin in 2025.
4. **Grant Relief within area C(b)**
 - a. **Minimum Lot Area of 4,601 sq.ft. per dwelling unit**
 - b. **Building Setbacks:**

Street (front):	20 ft
Street (corner):	20 ft.
Rear:	25 ft.
Side:	8 ft.
Minimum lot width:	50 ft.
 - c. **All roadways will be public with a 60 ft. wide Right-of-Way**
5. **Area C(b):** City will approve the street vacation of Belmont Drive within area C(b) later submission from this petition.
6. **Area K: (Parcel No. 291-0815-0711-002)** Storm Water Detention Pond, in 2024 Bielinski will reconstruct the detention pond per the city approved plans and upon completion of that work, the City of Watertown will take ownership of the detention pond.
7. **Area H-2 (Phase 1): (Parcel No. 291-0815-0643-001 & 291-0815-0644-022)** In 2026 Bielinski plans to construct the 25 single family lots which will include dedication of the Neighborhood Park (Area I) to the City of Watertown.
8. **All other terms of the approved GDP on June 20th, 2023 stay the same.**

* * *

(August 6,2024) Ord. #24-19

Commented [SC1]: Condition requires transfer of park and pond which I believe is within the parcel added.

28-291-0815-0644-022 is also part of Belinsky development and is immediately east of where the park is to be located. Does this need to be added?

- SECTION 2.

There were no conditions identified by the City of Watertown Plan Commission & Site Plan Review Committee regarding the amended Bielinski Hunter Oaks Planned Unit Development – General Development Plan.
- SECTION 3.

The Common Council of the City of Watertown approves the Bielinski Hunter Oaks General Development Plan, inclusive of full and continuous compliance with the submittal documents, the list of flexibilities and conditions provided in the submittal, and with any conditions identified by City Staff and the Plan Commission
- SECTION 4.

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

This ordinance shall take effect and be in force the day after its passage and publication.

DATE:	August 6, 2024		August 20, 2024	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
VACANT				
BARTZ				
BLANKE				
SMITH				
SCHMID				
WETZEL				
MOLDENHAUER				
MAYOR MCFARLAND				
TOTAL				

ADOPTED ____August 20, 2024_____

CITY CLERK

APPROVED ____August 20, 2024_____

MAYOR

(August 6,2024) Ord. #24-19

ANNEXATION ORDINANCE

SPONSOR: MAYOR MCFARLAND, CHAIR
FROM: PLAN COMMISSION WITH POSITIVE RECOMMENDATION

WHEREAS, Greomar, LLC (applicant) and RJAB, LLC (owner) have filed with the Common Council, a Petition for Direct Annexation of Real Estate by Unanimous Approval with the City of Watertown, Jefferson and Dodge Counties, Wisconsin; and

WHEREAS, a copy of said Petition has been reviewed by the City of Watertown Plan Commission and the state of Wisconsin Department of Administration, and has been provided to the Town Clerk of the Town of Watertown, Jefferson County, Wisconsin, in compliance with Section 66.0217(2) of the Wisconsin Statutes; and

WHEREAS, the City of Watertown Plan Commission and the State of Wisconsin Department of Administration have indicated their support for the annexation.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF WATERTOWN DO ORDAIN
AS FOLLOWS:

SECTION 1: That the following described real estate be, and the same is, hereby annexed to the corporate city limits of the City of Watertown from the Town of Watertown, Jefferson County, Wisconsin, to-wit:

Part of the Northeast ¼ of the Southeast ¼ of Section 7, Township 8 North, Range 15 East, in the Town of Watertown, Jefferson County, Wisconsin, more particularly described as follows:

Commencing at the East ¼ corner of Section 7; thence South 00°07'35" East, along the East line of said Southeast ¼ a distance of 653.78 feet to the Point of Beginning; thence continuing South 00°07'35" East along said East line a distance of 653.78 feet; thence South 88°15'14" West, along the South line of the Northeast ¼ of the Southeast ¼ a distance of 1322.48 feet; thence North 00°12'00" West, along the West line of the Northeast ¼ of the Southeast ¼ a distance of 653.91 feet to the Southwest corner of Lot 27 of Hepp Heights Phase 2; thence North 88°15'37" East, along the South line of said Hepp Heights Phase 2 and Hepp Heights, a distance of 1323.31 feet to the Point of Beginning.

Said lands contain 864,636 square feet, 19.85 acres, more or less.

PIN: 032-0815-0741-002 (N9009 County Road A, Watertown, WI 53094);

IT IS FURTHER ORDAINED AS FOLLOWS:

That the above-described real estate shall be made a part of the 5th Aldermanic District, 9th Ward of the City of Watertown, Jefferson County, Wisconsin.

IT IS FURTHER ORDAINED AS FOLLOWS:

That the above-described real estate shall be zoned as the Single-Family Residential (SR-4) Zoning District.

SECTION 2. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 3. This ordinance shall take effect and be in force the day after its passage and publication.

DATE:	August 6, 2024		August 20, 2024	
READING:	1ST		2ND	
	YES	NO	YES	NO
DAVIS				
LAMPE				
BOARD				
BARTZ				
BLANKE				
SMITH				
SCHMID				
WETZEL				
MOLDENHAUER				
MAYOR MCFARLAND				
TOTAL				

ADOPTED August 20, 2024

CITY CLERK

APPROVED August 20, 2024

MAYOR

Main Office
920-262-4060

Brian Zirbes
920-262-4041

Mark Hady
920-342-0986

Nikki Zimmerman
920-262-4045

Dell Zwig
920-262-4042

Doug Zwig
920-262-4062

Dennis Quest
920-262-4061

MEMO

To: City of Watertown Common Council

From: Brian Zirbes, Zoning Administrator

Date: August 6th, 2024

RE: Greemar LLC Annexation

The purpose of this memo is to provide some additional information on the Greemar LLC annexation request and the way it is scheduled on the Common Council agenda. The annexation request went before the Plan Commission on June 24th, 2024, where it received a positive recommendation on the annexation and a request to hold a public hearing before the Common Council. Per Wisconsin State Statute § 66.0217(2) this type of annexation is not required to hold a public hearing, but it was decided that it would be in the public interest to do so. Therefore, a public hearing is scheduled at the August 6th Common Council meeting regarding the Greemar LLC annexation to gather public input for the Common Council to consider prior to the first reading of the annexation ordinance. Input gathered at this public hearing is solely for the benefit of the Common Council and does not need to go back to the Plan Commission for consideration.

Sincerely,
Brian Zirbes

Zoning and Floodplain Administrator
Building, Safety and Zoning

Office of
Human Resources
106 Jones Street
PO Box 477
Watertown, WI 53094-0477
(920) 262-4058

Memo

To: Mayor McFarland & Finance Committee

From: Lisa Schwartz, Human Resources Coordinator

Date: May 31, 2024

Re: Proposed Employee Handbook Updates

Please find the following agenda item for your consideration and approval.

Annually the handbook is reviewed for items to be memorialized that occur in general day to day practices affecting City of Watertown employees. Please note the following items recommended for updating:

- Change one refers to the compensatory time payout that is calculated and paid on the first pay date of December according to the current policy. It's proposed to change this to the last pay date of December allowing additional time for employees to use the compensatory pay.
- Change two will update the relations covered under bereavement policy and specific language for regular part time employee eligibility.
- Change three expands the use of sick leave to care for members in the employee's household.

Change # 1

Pay out of compensatory time from the first pay period in December to the last pay period.

Current Policy:

Page 25 Section IV. Employment Compensation letter E. Overtime and Compensatory Time:

Non-Exempt Employees

All non-exempt employees of the City are to receive overtime compensation for all hours worked in excess of their regularly scheduled workweek. Compensation may be in the form of compensatory time off at the rate of one and one-half (1-½) hours for each hour of overtime worked or in the form of pay at the rate of one and one-half (1-½) times the employee's normal hourly rate. Holidays, vacations, compensatory time, and sick leave shall be included in the calculation of hours worked. The employee

may elect to take compensatory time in lieu of monetary payment. Use of compensatory time off shall be at the discretion of and with the approval of the department head.

Compensatory time off may be accumulated to a maximum balance of eighty (80) hours during the calendar year. Compensatory time shall not be allowed to be carried over at year end. The compensatory account balance cannot exceed the eighty (80) hours maximum balance but can be refilled up to eighty (80) hours at any point in the year. Unused compensatory time may be exchanged for the cash equivalent payable on the first pay date of December of each year. Any remaining compensatory time prior to the last pay date of the year will be paid out to the employee on the last payroll check of the year.

Fire Department Battalion Chiefs and Police Sergeants

Fire Department Battalion Chiefs who work a platoon schedule may trade duty hours or shifts on the same basis as represented employees covered by a collective bargaining agreement, with all such trades being subject to established Fire Department Policy. Battalion Chiefs may accumulate Compensatory time off up to a maximum balance of one hundred twenty (120) hours during the calendar year. Compensatory time shall not be allowed to be carried over at year end. The compensatory account balance cannot exceed the one hundred twenty (120) hours maximum balance but can be refilled up to one hundred twenty (120) hours at any point in the year. Unused compensatory time may be exchanged for the cash equivalent payable on the first pay date of December of each year. Any remaining compensatory time prior to the last pay date of the year will be paid out to the employee on the last payroll check of the year.

Proposed Policy:

Page 25 Section IV. Employment Compensation letter E. Overtime and Compensatory Time:

Non-Exempt Employees

All non-exempt employees of the City are to receive overtime compensation for all hours worked in excess of their regularly scheduled workweek. Compensation may be in the form of compensatory time off at the rate of one and one-half (1½) hours for each hour of overtime worked or in the form of pay at the rate of one and one-half (1½) times the employee's normal hourly rate. Holidays, vacations, compensatory time, and sick leave shall be included in the calculation of hours worked. The employee may elect to take compensatory time in lieu of monetary payment. Use of compensatory time off shall be at the discretion of and with the approval of the department head.

Compensatory time off may be accumulated to a maximum balance of eighty (80) hours during the calendar year. Compensatory time shall not be allowed to be carried over at year end. The compensatory account balance cannot exceed the eighty (80) hours maximum balance but can be refilled up to eighty (80) hours at any point in the year. Unused compensatory time may be exchanged for the cash equivalent payable on the ~~first-last~~ pay ~~date~~ ~~check~~ of December of each year. Any remaining

compensatory time prior to the last pay date of the year will be paid out to the employee on the last payroll check of the year.

Fire Department Battalion Chiefs and Police Sergeants

Fire Department Battalion Chiefs who work a platoon schedule may trade duty hours or shifts on the same basis as represented employees covered by a collective bargaining agreement, with all such trades being subject to established Fire Department Policy. Battalion Chiefs may accumulate Compensatory time off up to a maximum balance of one hundred twenty (120) hours during the calendar year. Compensatory time shall not be allowed to be carried over at year end. The compensatory account balance cannot exceed the one hundred twenty (120) hours maximum balance but can be refilled up to one hundred twenty (120) hours at any point in the year. Unused compensatory time may be exchanged for the cash equivalent payable on the ~~first-last~~ pay date of December of each year. Any remaining compensatory time prior to the last pay date of the year will be paid out to the employee on the last payroll check of the year.

Change # 2

The inclusion of aunt or uncle into the bereavement policy and the specification of bereavement benefits for regular part time employees.

Current Policy:

Page 44 Section VI. Leaves letter A. Bereavement Leave:

Non-Exempt Employees

A. BEREAVEMENT LEAVE

The City will grant leaves of absence with pay for the purpose of bereaving the loss of the following: three (3) days in case of the death of a parent, step-parent, child, step-child or spouse; two (2) days in case of the death of a sibling or step-sibling; one (1) day in case of the death of an in-law (mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law) or of a grandparent, step-grandparent, grandchild or step-grandchild of the employee or employee's spouse. In the event an employee is asked to act as a pallbearer at the funeral of someone outside of his/her immediate family, he/she shall be granted one (1) day per year of bereavement pay.

Proposed Policy:

Page 44 Section VI. Leaves letter A. Bereavement Leave:

Non-Exempt Employees

A. BEREAVEMENT LEAVE

The City will grant leaves of absence with pay for the purpose of bereaving the loss of the following: three (3) days in case of the death of a parent, step-parent, child, step-child or spouse; two (2) days in case of the death of a sibling or step-sibling,; one (1) day in case of the death of an in-law (mother-in-

law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law), **aunt or uncle of the employee or employee's spouse**, or of a grandparent, step-grandparent, grandchild or step-grandchild of the employee or employee's spouse. In the event an employee is asked to act as a pallbearer at the funeral of someone outside of his/her immediate family, he/she shall be granted one (1) day per year of bereavement pay. **Employees in positions that work weekly schedules of less than forty (40) but more than thirty (30) hours will be granted pay at the rate of six (6) hours per day as noted above. Employees that work weekly schedules less than thirty (30) but more than twenty (20) hours will be granted pay at the rate of four (4) hours per day. Employees that work weekly schedules of less than twenty (20) are not eligible for bereavement leave.**

Change # 3

Expanding the sick leave policy to cover members of employee's household that are not currently covered.

Current Policy:

Page 28 Section V. Benefits letter A. Sick Leave:

A. SICK LEAVE

Full-time and eligible less than full-time employees, except those in the Fire Department who work on a platoon basis, shall be allowed to accumulate sick leave according to the average amount of hours the employee is scheduled to work. Employees that are considered full time will earn pay at the rate of four (4) hours per full pay period. Employees that work less than forty (40) but more than thirty (30) hours will earn pay at the rate of three (3) hours per full pay period. Employees that work less than thirty (30) but more than twenty (20) hours will earn pay at the rate of two (2) hours per full pay period. Employees that work less than twenty (20) will not be eligible for sick leave. Sick leave may be accumulated to a total of not more than one hundred twenty (120) days. No such leave shall be accumulated for any pay period in which the employee does not receive pay for five (5) regular workdays. Regular workdays shall include paid holidays, paid vacations, paid compensatory time, and paid time actually spent on the job.

Reasons

Sick leave shall be available for absences from duty on a scheduled workday because of an employee's illness, an employees' dependents' illness, exposure to contagious disease or because of a serious health condition in the employee's immediate family, i.e. spouse, parent, minor child, or adult child incapable of self-care. The terms "incapable of self-care" and "serious health condition" are defined as those terms as used in both Federal and State Family Medical Leave Acts.

Proposed Policy:

Page 28 Section V. Benefits letter A. Sick Leave:

A. SICK LEAVE

Full-time and eligible less than full-time employees, except those in the Fire Department who work on a platoon basis, shall be allowed to accumulate sick leave according to the average amount of hours the

employee is scheduled to work. Employees that are considered full time will earn pay at the rate of four (4) hours per full pay period. Employees that work less than forty (40) but more than thirty (30) hours will earn pay at the rate of three (3) hours per full pay period. Employees that work less than thirty (30) but more than twenty (20) hours will earn pay at the rate of two (2) hours per full pay period. Employees that work less than twenty (20) will not be eligible for sick leave. Sick leave may be accumulated to a total of not more than one hundred twenty (120) days. No such leave shall be accumulated for any pay period in which the employee does not receive pay for five (5) regular workdays. Regular workdays shall include paid holidays, paid vacations, paid compensatory time, and paid time actually spent on the job.

Reasons

Sick leave shall be available for absences from duty on a scheduled workday because of an employee's illness, an employees' dependents' illness, exposure to contagious disease or because of a serious health condition in the employee's immediate family, i.e. spouse, parent, minor child, or adult child incapable of self-care, **or member of the employee's household**. The terms "incapable of self-care" and "serious health condition" are defined as those terms as used in both Federal and State Family Medical Leave Acts.

**RESOLUTION TO
AMEND THE EMPLOYEE HANDBOOK OF POLICIES AND PROCEDURES FOR
GENERAL UPDATES**

**SPONSOR: MAYOR EMILY MCFARLAND
FROM: FINANCE COMMITTEE**

WHEREAS, the City adopted the current City of Watertown Employee Handbook of Policies and Procedures on July 6, 2012 with the most recent amendment occurring on August 21, 2023; and,

WHEREAS, the compensatory time payout is calculated and paid on the first pay date of December according to the current policy, and the proposed change to the last pay date in December will allow additional time for employees to use the compensatory pay; and,

WHEREAS, the update for relations covered under bereavement policy and specific language for regular part time employee eligibility; and,

WHEREAS, the update for the use of sick leave to care for members in the employee’s household.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:

THAT Article IV. Employment Compensation letter E. Overtime and Compensatory Time shall be amended to read:

E. OVERTIME AND COMPENSATORY TIME

It is the City’s policy to provide a consistent system for distributing overtime in compliance with the overtime pay provisions of the Fair Labor Standards Act. It is the policy of the City, wherever possible, to avoid the necessity of overtime. No overtime shall be performed without the approval of the department head or his/her representative. Employees shall be required to work any overtime when requested by their department head or his/her representative. Department heads and other supervisory employees may also be required to work over forty (40) hours per week.

- Work Week: A week shall be considered to start on Wednesday and end on the following Tuesday.
- Computation: For the purpose of computing overtime for full-time employees, hours worked in excess of an employee’s regularly scheduled workweek will be considered for overtime purposes.

Non-Exempt Employees

All non-exempt employees of the City are to receive overtime compensation for all hours worked in excess of their regularly scheduled workweek. Compensation may be in the form of compensatory time off at the rate of one and one-half (1-½) hours for each hour of overtime worked or in the form of pay at the rate of one

and one-half (1-½) times the employee’s normal hourly rate. Holidays, vacations, compensatory time, and sick leave shall be included in the calculation of hours worked. The employee may elect to take compensatory time in lieu of monetary payment. Use of compensatory time off shall be at the discretion of and with the approval of the department head.

Compensatory time off may be accumulated to a maximum balance of eighty (80) hours during the calendar year. Compensatory time shall not be allowed to be carried over at year end. The compensatory account balance cannot exceed the eighty (80) hours maximum balance but can be refilled up to eighty (80) hours at any point in the year. Unused compensatory time may be exchanged for the cash equivalent payable on the ~~first-last~~ pay ~~date check~~ of December of each year. ~~Any remaining compensatory time prior to the last pay date of the year will be paid out to the employee on the last payroll check of the year.~~ Any compensatory time prior to the last pay period end date of the year through the last day of the year shall be recorded and paid as overtime.

Fire Department Battalion Chiefs and Police Sergeants

Fire Department Battalion Chiefs who work a platoon schedule may trade duty hours or shifts on the same basis as represented employees covered by a collective bargaining agreement, with all such trades being subject to established Fire Department Policy. Battalion Chiefs may accumulate Compensatory time off up to a maximum balance of one hundred twenty (120) hours during the calendar year. Compensatory time shall not be allowed to be carried over at year end. The compensatory account balance cannot exceed the one hundred twenty (120) hours maximum balance but can be refilled up to one hundred twenty (120) hours at any point in the year. Unused compensatory time may be exchanged for the cash equivalent payable on the ~~first-last~~ pay date of December of each year. ~~Any compensatory time prior to the last pay date of the year will be paid out to the employee on the last payroll check of the year.~~ Any compensatory time prior to the last pay period end date of the year through the last day of the year shall be recorded and paid as overtime.

Police Sergeants working overtime will receive the same compensation as represented police employees.

BE IT FURTHER RESOLVED THAT Article VI. Leaves letter A. Bereavement Leave shall be amended to read:

A. BEREAVEMENT LEAVE

The City will grant leaves of absence with pay for the purpose of bereaving the loss of the following: three (3) days in case of the death of a parent, step-parent, child, step-child or spouse; two (2) days in case of the death of a sibling or step-

sibling,; one (1) day in case of the death of an in-law (mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law), **aunt or uncle of the employee or employee's spouse**, or of a grandparent, step-grandparent, grandchild or step-grandchild of the employee or employee's spouse. In the event an employee is asked to act as a pallbearer at the funeral of someone outside of his/her immediate family, he/she shall be granted one (1) day per year of bereavement pay. **Employees in positions that work weekly schedules of less than forty (40) but more than thirty (30) hours will be granted pay at the rate of six (6) hours per day as noted above. Employees that work weekly schedules less than thirty (30) but more than twenty (20) hours will be granted pay at the rate of four (4) hours per day. Employees that work weekly schedules of less than twenty (20) are not eligible for bereavement leave.**

BE IT FURTHER RESOLVED THAT Article V. Benefits letter A. Sick Leave shall be amended to read:

A. SICK LEAVE

Full-time and eligible less than full-time employees, except those in the Fire Department who work on a platoon basis, shall be allowed to accumulate sick leave according to the average amount of hours the employee is scheduled to work. Employees that are considered full time will earn pay at the rate of four (4) hours per full pay period. Employees that work less than forty (40) but more than thirty (30) hours will earn pay at the rate of three (3) hours per full pay period. Employees that work less than thirty (30) but more than twenty (20) hours will earn pay at the rate of two (2) hours per full pay period. Employees that work less than twenty (20) will not be eligible for sick leave. Sick leave may be accumulated to a total of not more than one hundred twenty (120) days. No such leave shall be accumulated for any pay period in which the employee does not receive pay for five (5) regular workdays. Regular workdays shall include paid holidays, paid vacations, paid compensatory time, and paid time actually spent on the job.

Reasons

Sick leave shall be available for absences from duty on a scheduled workday because of an employee's illness, an employees' dependents' illness, exposure to contagious disease or because of a serious health condition in the employee's immediate family, i.e. spouse, parent, minor child, or adult child incapable of self-care, **or member of the employee's household**. The terms "incapable of self-care" and "serious health condition" are defined as those terms as used in both Federal and State Family Medical Leave Acts.

Eligibility

To be eligible for paid sick leave, an employee must:

- Report promptly to the employee's department head or on-duty supervisor the reason for absence. Such report, to the extent possible, shall be made a minimum of one hour prior to the employee's starting time for each workday.

- In cases of known extended illness or injury, the employee will file the appropriate Family Medical Leave forms. For more information see the FMLA policy.
- Submit a doctor’s excuse from a medical provider for an absence that lasts more than three (3) days, if requested by a supervisor.
- For medical or dental appointments which could not be scheduled outside of work hours, employees will qualify for sick leave on an hour for hour basis to accommodate the appointment and appropriate travel time to and from the appointment. Employees shall provide advance notice as soon as possible. When possible, the supervisor will be allowed to adjust the employee’s work schedule to accommodate the appointment.

Fire Department Battalion Chiefs and Police Sergeants

Full-time employees in the Fire Department who work on a platoon basis, including those who are classified as management and are working on a fifty-six (56) hour platoon basis, and Police Sergeants shall be entitled to the same sick leave totals as the represented employees.

That this Resolution shall be in full force and effect upon its passage and adoption.

	YES	NO	
DAVIS			ADOPTED <u>August 6, 2024</u>
LAMPE			
BOARD			
BARTZ			CITY CLERK
BLANKE			
SMITH			
SCHMID			APPROVED <u>August 6, 2024</u>
WETZEL			
MOLDENHAUER			
MAYOR MCFARLAND			MAYOR
TOTAL			

WATER TOWER LICENSE AGREEMENT

This Water Tower License Agreement (“**Agreement**”) is made as of the date of the last signature below (“**Effective Date**”) by and between the City of Watertown (“**Watertown**”), acting in its capacity as a municipal public utility and whose water utility office is located at 800 Hoffman Rd, Watertown, WI 53094 and T-Mobile Central LLC, a Delaware limited liability company (“**T-Mobile**” or “**Licensee**”), having a mailing address of 12920 SE 38th St. Bellevue, WA 98006. Watertown and Licensee are at times collectively referred to as the “**Parties**” or individually as the “**Party**.”

RECITALS

The following recitals form a substantive part of this Agreement:

- A. Watertown owns property located at 509 O’Connell Street, Watertown, WI 53094 (“**Property**”), as described on **Exhibit A-1** and depicted on the site survey attached as **Exhibit A-2** on which Watertown maintains a water tower (“**Tower**”).
- B. Watertown and Licensee’s affiliate, Sprint Spectrum Realty Company, LLC (formerly a limited partnership), successor in interest to Sprint Spectrum L.P., a Delaware limited partnership (“**Sprint**”) entered into an Option and Lease Agreement Between Watertown Water Commission and Sprint Spectrum L.P., which was fully executed as of July 7, 1999 and which, by its terms, expires April 15, 2024 (the “**Original Lease**”).
- C. The Lease authorizes Sprint to place certain telecommunications equipment on the Tower and on the ground near the base of the Tower (collectively, the “**Existing Facilities**”).
- D. The Parties desire to terminate the Original Lease and replace it with this Agreement as of its Effective Date, which Agreement sets out the terms and conditions under which Licensee may remove all or a portion of its Existing Facilities and add additional communications equipment as approved by Watertown (“**Additional Facilities**”) on the Tower and the ground space nearby the Tower pursuant to Licensee’s “**Initial Upgrade Project**,” as described in its February 19, 2021 Antenna Site Application attached as **Exhibit B-1** and in the approved construction drawings attached as **Exhibit C-1**.

AGREEMENT

The Parties agree as follows:

ARTICLE 1: LICENSE GRANTED

- 1.1 As of the Effective Date, the Original Lease is hereby terminated in its entirety and is replaced and superseded by this Agreement. From and after the Effective Date, any rental payments received by Watertown under the Original Lease shall be credited against the License Fee due and owing pursuant to this Agreement.
- 1.2 Watertown owns the Property, as more particularly described on **Exhibit A-1** and depicted on **Exhibit A-2**, on which the Tower is located.

- 1.3 Subject to the provisions of this Agreement, Watertown hereby grants Licensee:
- 1.3.1 A license authorizing Licensee to install, maintain, upgrade, and operate Licensee's Existing Facilities and its Additional Facilities on the specific locations on the Tower ("**Tower Space**") as shown on the As-Built drawings required under Section 8.1.3.
 - 1.3.2 A license authorizing Licensee to install, maintain, upgrade, and operate its Existing Facilities and Additional Facilities within a 200-square-foot portion of the Property ("**Land Space**"), as more particularly described on **Exhibit A-1** and depicted on the site survey attached as **Exhibit A-2**.
 - 1.3.3 Watertown grants to Licensee and Licensee shall accept the following non-exclusive easements, which shall automatically terminate upon termination of this Agreement: (i) an "**Access Easement**" allowing ingress and egress and (ii) a "**Utility Easement**" for the underground installation and maintenance of utility wires, cables, conduits, cable trays, pipes, and other necessary connections. **Exhibit A-1** contains a legal description of the Access Easement and Utility Easement (collectively, the "**Easements**"), all of which are depicted on **Exhibit A-2**.
- 1.4 The Tower Space and Land Space are collectively referred to as the "**Premises**."
- 1.5 Licensee's Existing Facilities, its Additional Facilities, and any additional or replacement facilities approved pursuant to Article 8 are collectively referred to as the "**Communications Facilities**."
- 1.6 Notwithstanding the foregoing and the aspects of this Agreement as a license, this Agreement and the license interests granted to Licensee hereunder are not terminable at will and may only be terminable under the terms thereof.

ARTICLE 2: AUTHORITY

- 2.1 Each Party warrants to the other that the person or persons executing this Agreement on the Party's behalf have the full right, power, and authority to enter into and execute this Agreement on such Party's behalf.
- 2.2 The Parties agree that this Agreement is not binding on either Party until fully executed.

ARTICLE 3: TERM

- 3.1 The "**Initial Term**" of this Agreement shall commence on the Effective Date and shall terminate on the day immediately preceding the fifth anniversary of the Effective Date.
- 3.2 Provided that Licensee is not in default under this Agreement at the end of the Initial Term or any Renewal Term, this Agreement shall automatically be extended for five (5) additional five (5)-year terms (each a "**Renewal Term**") unless Licensee notifies Watertown in writing of its intention to terminate this Agreement at least ninety (90) days

prior to the expiration of the then-current Term, in which case the Agreement shall terminate at the end of the Term during which such notice is given.

- 3.3 Either Party may terminate this Agreement at the end of the fifth and final Renewal Term by giving written notice to the other Party of its intention to terminate this Agreement at least ninety (90) days prior to the expiration of the final Renewal Term. If neither Party has given such a notice to the other Party, then this Agreement shall continue in force upon the same covenants, terms, and conditions for an additional term of one (1) year and for annual terms thereafter (each, an “**Annual Term**”) until terminated by either Party by giving to the other at least sixty (60)-days’ prior written notice of its intention to so terminate this Agreement at the end of the ten-current Annual Term.
- 3.4 The Initial Term, each Renewal Term, and each Annual Term shall be referred to collectively as the “**Term.**”

ARTICLE 4: LICENSE FEE

- 4.1 Commencing on the first day of the month following the Effective Date (“**Commencement Date**”), the annual “**License Fee**” amount shall be **\$36,050.00** payable in equal monthly installments of **\$3,004.17** in advance on or before the first day of each month. The License Fee for any partial month will be prorated, except that if the Effective Date falls on any day other than the first of the month, the License Fee for the partial month containing the Effective Date shall be the same as the monthly rent paid under the Original Lease. The first monthly installment of the License Fee shall be due within thirty (30) days after the Commencement Date. Subsequent monthly installments of the License Fee shall be payable by the fifth (5th) day of each month.
- 4.2 During the entire Term, the annual License Fee amount shall increase by three percent (**3.0%**) over the License Fee in effect the immediately preceding year. Such increase shall be made and adjusted on each anniversary of the Commencement Date.
- 4.3 The License Fee shall be paid by Licensee to Watertown at Attn: Water Utility Clerk, PO Box 477, Watertown, WI 53094 or to such other person, firm, or place as Watertown may, from time to time, designate in writing at least thirty (30) days in advance of any License Fee payment due date by notice given in accordance with Section 17.1 below.
- 4.4 In the event Licensee fails to pay timely any sums when due, Licensee shall pay to Watertown a late fee on the total payment due of one percent (**3.0%**) per month.

ARTICLE 5: DISCLAIMERS

- 5.1 Licensee acknowledges and agrees that, in accepting this Agreement, Watertown has made no representations or warranties, express or implied, regarding:
- 5.1.1 The physical condition of the Property, Premises, or Easements;
- 5.1.2 The suitability of the Property, Premises, or Easements for Licensee’s desired purposes; or

- 5.1.3 The state of title of the Property.
- 5.2 Licensee acknowledges and agrees that:
 - 5.2.1 Licensee is experienced in land acquisition and premises development,
 - 5.2.2 Licensee has conducted or will conduct all necessary and appropriate inspections of the Property, and
 - 5.2.3 Licensee accepts the Property, including the Easements, the Premises, and all structures thereon, in “*as-is, where-is and with all faults*” condition.
- 5.3 ***Except as specifically provided otherwise in this Agreement, Watertown makes no warranties or representations regarding Licensee’s exclusive use of the Property, Tower, or Easements or noninterference with Licensee’s transmission operations or that the Premises, Easements, or utilities serving the Premises are fit for Licensee’s intended use and all such warranties and representations are hereby disclaimed.***

ARTICLE 6: TAXES & NO LIENS

- 6.1 Licensee shall have the responsibility to pay any personal property taxes, assessments, or charges owed on the Property or Tower that are the direct result of Licensee’s use of the Premises and/or the installation, maintenance, and operation of Licensee’s Communications Facilities. Licensee shall be responsible for the payment of any taxes, levies, assessments, and other charges imposed upon the business conducted by Licensee at the Property.
- 6.2 Licensee shall have the right, at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which Licensee is wholly or partly responsible to pay. The expense of any such proceedings shall be borne by Licensee and any refunds or rebates secured as a result of Licensee’s action shall belong to Licensee, to the extent the amounts were originally paid by Licensee.
- 6.3 Licensee shall not permit any claim or lien to be placed against any part of the Property or Tower that arises out of the work, labor, material, or supplies provided or supplied to Licensee, its contractors or their subcontractors for the installation, construction, operation, maintenance, or removal of the Communications Facilities or use of the Premises or Property. Upon thirty (30) days’ prior written notice from Watertown, Licensee shall cause any such claim or lien filed by any third party making a claim against, through, by, or under Licensee, to be discharged by bonding or letter of credit to give Watertown security to protect Watertown’s interests from the claim or lien. If Licensee elects to obtain a bond, it will be with a company authorized to provide bonds in Wisconsin.

ARTICLE 7: USE

- 7.1 Permitted Use. Licensee shall continuously use the Premises solely for the purpose of constructing, maintaining, repairing, and operating its Communications Facilities and

uses incidental to such use. All Communications Facilities shall be installed at Licensee's expense and shall remain the exclusive property of Licensee. Licensee shall not do or permit to be done in, to, on, or about the Property any act or thing which would violate, suspend, invalidate, or make inoperative any insurance pertaining to the Property or the Premises or any improvements thereto.

7.2 Compliance with Laws.

7.2.1 Licensee, at its expense, shall diligently, faithfully, and promptly obey and comply with all federal, state, and local orders, rules, regulations, and laws now or hereafter in effect, as amended (collectively, "**Laws**"), including all environmental laws and Federal Communications Commission ("**FCC**") and Federal Aviation Administration ("**FAA**") rules, that are applicable to operations conducted upon or above the Premises and including the applicable American National Standards Institute ("**ANSI**") "Safety Levels with respect to Human Exposure to Radio Frequency Electromagnetic Fields" as set forth in the current ANSI standard or any applicable FCC standard that supersedes this standard or any applicable Environmental Protection Agency rules or regulations that may hereinafter be adopted that supersede this standard. Licensee shall adhere to all Occupational Safety and Health Administration safety requirements that are applicable to Licensee's operations conducted upon or above the Property.

7.2.2 Licensee shall neither do nor permit any act or omission that could cause the Premises or the use thereof to fall out of compliance with applicable Laws. Licensee shall provide to Watertown a copy of any written notice received by Licensee from any governing authority regarding non-compliance with any Law pertaining to Licensee's operations conducted upon or above the Premises within thirty (30) days of Licensee's receipt of any such notice of non-compliance. Any fines or penalties imposed for improper or illegal installation or operation of any of Licensee's improvements on the Premises or for any other violation of Laws on the Premises by Licensee shall be Licensee's sole responsibility.

7.3 Governmental Approvals. Licensee shall not install the Communications Facilities on the Premises without first obtaining all necessary federal, state, and local governmental approvals and permits for such installation.

7.4 Damage During Installation. Any damage done to the Property or the Tower during installation or during operation of the Communications Facilities that results from the action or inaction of Licensee or its contractors or their subcontractors or the presence of the Communications Facilities shall be immediately repaired at Licensee's expense and to Watertown's reasonable satisfaction. Licensee shall pay all costs and expenses in relation to any modifications required to be made to the in relation to maintaining the structural integrity of the Tower in connection with Licensee's installation and operation of the Communications Facilities.

7.5 Utility Service. Licensee shall pay and be responsible for all utility services it uses on the Premises and all other costs and expenses in connection with the use, operation, and

maintenance of the Premises and all activities conducted thereon. All utilities serving the Premises shall be underground, located within a Utility Easement, and shall be separately metered. No backup generators shall be allowed to operate on the Premises unless they are powered by natural gas.

7.6 Advertisements. Licensee shall not advertise on the Property or on any structure on the Property, except for company identification as required by FCC regulation.

7.7 Maintenance. Licensee shall be responsible for maintenance and security of the Land Space (especially the area within the fencing surrounding Licensee's generator) and Licensee's Communications Facilities and shall keep the same in good repair and condition during the Term of this Agreement. Notwithstanding the foregoing, the Parties hereby acknowledge that given the current location of Licensee's Communication Facilities as of the date hereof, the obligations regarding the Land Space are not applicable.

ARTICLE 8: PROJECTS, REPAIR, & REPLACEMENT

8.1 Initial Upgrade Project.

8.1.1 With respect to the Initial Upgrade Project, Licensee shall submit the following to Watertown:

8.1.1.1 *Application.* A complete and executed Antenna Site Application ("**Application**"), attached as **Exhibit B-1**.

8.1.1.2 *Deposit.* All fees and payments required in the Application.

8.1.1.3 *Construction Drawings.* Detailed construction plans and drawings ("**Construction Drawings**") for all improvements that will make up the Initial Upgrade Project for Watertown's written approval.

8.1.2 Licensee may not commence any construction work or installation of the Initial Upgrade Project until Watertown has approved the Construction Drawings for the project and the Parties have executed this Agreement. The Construction Drawings, once approved, shall be incorporated into this Agreement and attached as **Exhibit C-1**. Watertown hereby approves the Construction Drawings attached hereto as **Exhibit C-1** and Licensee may commence construction of the Initial Upgrade Project upon obtaining all necessary permits from the relevant jurisdictions.

8.1.3 Licensee, at its expense, and within ninety (90) days after the installation of the Initial Upgrade Project, shall provide to Licenser electronically formatted as-built drawings of the Communications Facilities installed on the Premises ("**As-Built Drawings**"), which drawings shall be reviewed and approved by the engineer of record, show the actual location of all of Licensee's Communications Facilities installed on the Premises, and be accompanied by a complete and detailed inventory of all the Communications Facilities on the Premises. The As-Built

Drawings and Communications Facilities inventory shall be attached as **Exhibit D-1**.

8.2 Modification Projects.

8.2.1 After the Initial Upgrade Project is completed, Licensee shall not add any additional equipment or otherwise modify or upgrade its then existing Communications Facilities or make any additions, alterations, or improvements to the Premises or Property ("**Modification Projects**"), aside from routine maintenance, repair, or like-for-like replacements, without Watertown's written approval, which approval shall not be unreasonably withheld or delayed. Approval of a Modification Project may be subject to an increase in the License Fee and/or the Parties' entering into either an amendment to this Agreement or a replacement agreement.

8.2.2 Licensee shall submit all of the following to Watertown in connection with its request for approval of a Modification Project.

8.2.2.1 *Application.* A complete and executed Application on the form attached as **Exhibit E**.

8.2.2.2 *Deposit.* All fees and payments required in the new Application.

8.2.2.3 *Construction Drawings.* Construction Drawings for the Modification Project ("**Modification CDs**").

8.2.2.4 *Engineering Study/Structural Analysis.* If the Modification Project will impact the Tower, an engineering study and structural analysis to determine whether the proposed installation of the Modification Project would adversely affect the structural integrity of the Tower.

8.2.2.5 *Updated Site Survey.* An updated site survey that reflects any proposed changes to the Land Space and/or Easements in connection with the Modification Project.

8.3 Additional Project Requirements.

8.3.1 Licensee's installation of the Initial Upgrade Project or a Modification Project (each, a "**Project**") shall be made at Licensee's sole expense and completed in a neat and workmanlike manner in accordance with sound engineering practices, in compliance with all applicable Laws, and in strict compliance with the approved Construction Drawings.

8.3.2 Once any CDs, Modification CDs, or supplemental materials as may be requested for Watertown's evaluation and written approval for a Project have been received by Watertown (collectively, the "**Project Plans**"), Watertown shall use reasonable efforts to complete its review and respond to Licensee with its detailed comments, disapproval, or approval of the Project Plans within twenty (20) days.

Watertown may disapprove the Project Plans should it determine that Licensee's proposed Initial Upgrade Project or subsequent Modification Project would not be in compliance with the applicable codes governing such installations, interfere with Watertown's or another existing licensee's or lessee's use of the Tower, or have a materially detrimental impact on the integrity of the Tower itself. Any such denial of Licensee's plans by Watertown shall be accompanied by a detailed explanation of Watertown's reasons for denial.

- 8.3.3 As directed by Watertown, Watertown's technical consultant shall review and periodically inspect Licensee's Project beginning with the pre-construction conference and continuing through installation, construction, punch list review, and verification of the post-construction As-Built Drawings. Before Licensee may energize its system (i.e., start-up), all items on the punch list must be substantially completed, as reasonably determined by Watertown.
- 8.3.4 Licensee, at its expense, and within ninety (90) days after the installation of a Project, shall provide to Watertown As-Built Drawings documenting the Communications Facilities installed on the Premises, which drawings shall be reviewed and approved by the engineer of record, show the actual location of all of Licensee's Communications Facilities, and be accompanied by a complete and detailed inventory of all the Communications Facilities on the Premises.
- 8.3.5 After installation of the Project, Licensee shall address all punch-list items within twenty (20) days after Licensee or its contractors receive the punch list from Watertown or Watertown's contractor. If Licensee fails to satisfactorily address all items on the punch list within the twenty (20)-day time period, Licensee shall pay to Watertown a fee of \$100 for each day that Licensee has not completed its obligations under this Section 8.3.5.

8.4 Replacement/Repair.

- 8.4.1 With the exception of emergencies, Licensee shall submit to Watertown advance written notice of the need for and nature of any repair of Licensee's Communications Facilities or the replacement of such facilities on a like-for-like basis using the Antenna Site Service Notice in the form attached as **Exhibit F** ("**Service Notice**"). Once Watertown receives a complete Service Notice, Watertown will have ten (10) business days ("**Consultation Period**") in which to consult with Licensee about the proposed replacement or repair work and to seek additional information, if needed. If no consultation is requested by Watertown during the Consultation Period, Licensee may proceed with the replacement or repair work at the end of the Consultation Period. If consultation is requested by Watertown, Licensee may not proceed with the replacement or repair work without Watertown's written approval, which approval may not be unreasonably withheld, conditioned, or delayed.
- 8.4.2 In the case of an emergency, Licensee shall provide written notice to Watertown describing the replacement or repair, as well as an explanation of the reason the

repair or replacement constituted an emergency and did not require prior written notice to Watertown under Section 8.4.1, which notice shall be transmitted by Licensee to Watertown within twenty-four (24) hours following the commencement of the emergency replacement or repair. As used in Section 8.4 of this Agreement, “**emergency**” shall be deemed to exist only in instances in which the conditions constitute an immediate threat to the health or safety of the public or immediate danger to the Tower and its water utility operations.

8.4.3 For the sake of clarity, “**like-for-like basis**” means that the existing equipment is replaced with equipment that is no greater in size (i.e., the dimensions are the same or smaller) or weight and that the new equipment is attached in the same manner as the then-existing equipment.

8.5 Professional Costs. Licensee shall reimburse Watertown for all third-party professional costs, including legal and technical consulting fees, that Watertown incurs in connection with a Project (“**Professional Costs**”). If the Professional Costs exceed the amount of any deposit made pursuant to an Application, Watertown will invoice Licensee for the additional Professional Costs incurred, which invoice shall be due and payable within thirty (30) days of its receipt. If, upon completion of the Project (including completion of any remedial work and verification of the post-construction As-Built Drawings), the Professional Costs are less than the amount of any deposit made pursuant to an Application, Watertown shall refund the unused portion of the deposit to Licensee.

ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. Licensee shall defend, indemnify, and hold harmless Watertown and its officers, officials, employees, and agents (“**Indemnified Parties**”) against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made by Watertown under any workers’ compensation laws or under any plan for employee disability and death benefits), remediation costs, and expenses (including reasonable attorney’s fees and all other costs and expenses of litigation) (each a “**Covered Claim**”) that may be asserted by any person or entity and arise in any way (including any act, omission, failure, negligence, or willful misconduct) in connection with this Agreement or with the construction, maintenance, repair, presence, removal, or operation of the Communications Facilities by Licensee or anyone under the direction or control or acting on behalf of or at the invitation of Licensee (including subcontractors) except to the extent Watertown’s negligence or willful misconduct solely gives rise to such Covered Claim.

9.2 Procedure for Indemnification.

9.2.1 Watertown shall give prompt written notice to Licensee of any claim specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit, or proceeding filed by a third party against Watertown, Watertown shall notify Licensee no later than fifteen (15) days after Watertown receives written notice of the action, suit, or proceeding.

- 9.2.2 Watertown's failure to give the required notice will not relieve Licensee from its obligation to indemnify Watertown unless, and only to the extent, that Licensee is materially prejudiced by such failure.
- 9.2.3 Licensee will have the right at any time, by notice to Watertown, to participate in or assume control of, the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to Watertown. Watertown agrees to cooperate fully with Licensee. If Licensee assumes control of the defense of any third-party claim, Watertown shall have the right to participate in the defense at its own expense. If Licensee does not assume control or otherwise participate in the defense of any third-party claim, Licensee shall be bound by the results obtained by Watertown with respect to the claim.
- 9.2.4 If Licensee assumes the defense of a third-party claim as described above, then in no event will Watertown admit any liability with respect to, or settle, compromise, or discharge, any third-party claim without Licensee's prior written consent.
- 9.2.5 Licensee shall take prompt action to defend and indemnify the Indemnified Parties against Covered Claims, including promptly following receipt of notice by Watertown to Licensee of the service of a notice, summons, complaint, petition, or other service of a process against an Indemnified Party alleging damage, injury, liability, or expenses attributed in any way to Licensee's or other Indemnifying Party's activities under this Agreement; the work to be performed under this Agreement; or the acts, fault, negligence, equipment, materials, properties, facilities, personnel, or property of Licensee or other Indemnifying Party. Licensee shall defend any such claim, including as applicable, engagement of legal counsel, to respond to, defend, settle, or compromise any claim or threatened claim.
- 9.3 Responsibility for Costs. Licensee understands and agrees that it is responsible for reimbursing the Indemnified Parties for any and all costs and expenses (including reasonable attorneys' fees) actually incurred in the enforcement of Articles 9 and 19.

ARTICLE 10: INSURANCE

- 10.1 Policies Required. At all times during the Term of this Agreement and for as long as any of Licensee's Communications Facilities remain on the Property, Licensee shall keep in force and effect, at its own cost and expense, all insurance policies as described below. It is the intent of both Parties that the liability insurance placed in accordance with the provisions of this Article 10 shall be primary insurance with respect to Licensee's operations and for claims arising out of negligent acts or willful misconduct of Licensee's actions or omissions and shall protect Licensee and as an additional insured Watertown from losses caused, in whole or in part, by Licensee's performance of this Agreement.
- 10.1.1 *Workers' Compensation and Employers' Liability Insurance.* Statutory workers' compensation benefits and employers' liability insurance with a limit of liability

of \$1,000,000 each accident/disease/policy limit.

- 10.1.2 *Commercial General Liability Insurance.* Commercial general liability policy per ISO form CG 00 01 or its equivalent with a limit of \$3,000,000 per occurrence for bodily injury and property damage and \$6,000,000 general aggregate including premises, operations, products and completed operations, advertising injury, contractual liability coverage, and coverage for property damage from perils of explosion, collapse, or damage to underground utilities (commonly known as XCU coverage).
- 10.1.3 *Commercial Automobile Liability Insurance.* Commercial automobile policy covering all owned, hired and non-owned vehicles. Limits of liability shall be \$2,000,000 combined single limit each accident for bodily injury and property damage.
- 10.1.4 *Excess/Umbrella Liability Insurance.* Excess/umbrella liability policy with a limit of \$6,000,000 per occurrence and aggregate providing coverage to be in excess of employers' liability, commercial general liability, and automobile liability insurance required above. Licensee may use any combination of primary and excess insurance to meet the total limits required.
- 10.1.5 *Property Insurance.* Property insurance on Licensee's facilities, buildings, and other improvements, including all equipment, fixtures, and utility structures, fencing, or support systems that may be placed on, within, or around the Property to fully protect against hazards of fire, vandalism, and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as "extended coverage" insurance or shall self-insure such exposures.
- 10.2 Qualification/Priority/Contractors' Coverage. The insurer must be authorized to do business under the laws of the State of Wisconsin and have an "A-" or better rating in Best's Guide. Such insurance will be primary with respects to Licensee operations and for claims arising out of the negligent acts or willful misconduct of Licensee's actions. Licensee will require its contractors and their subcontractors that may perform work on the Premises on behalf of Licensee to maintain reasonable and prudent insurance coverage and limits in accordance with the work to be performed and in line with industry custom and practice. Prior to any such contractor or its subcontractors performing any work for Licensee under this Agreement, Licensee shall furnish Watertown with a certificate of insurance for each such contractor or subcontractor.
- 10.3 Additional Requirements. With respect to the policies of insurance Licensee is required to carry pursuant to Section 10.1:
- 10.3.1 Upon the execution of this Agreement, annually thereafter, and within ten (10) days of the expiration or renewal of any liability policies required by this Agreement, Licensee will furnish Watertown with certificates of insurance and required endorsements evidencing the required coverage. The initial certificates of insurance and required endorsements shall be attached as **Exhibit G.**

- 10.3.2 Licensee shall give Watertown thirty (30)-days' advance written notice of cancellation or non-renewal of any insurance policy required by this Article 10.
- 10.3.3 The City of Watertown and its board members, departments, commissioners, officers, officials, agents, and employees ("**City Parties**") shall each be included as an "**Additional Insured**" as their interests may appear under this Agreement under all of the required policies, except workers' compensation, employers' liability and property, which shall be included in the certificate of insurance.
- 10.3.4 All policies, other than workers' compensation, shall be written on an occurrence, and not on a claims-made, basis.
- 10.3.5 Licensee shall be fully responsible for any deductible amounts.
- 10.3.6 Licensee shall not do or permit to be done in, to, on, or about the Property any act or thing which would violate, suspend, invalidate, or make inoperative any insurance pertaining to the Property or the Premises or any improvements thereto.
- 10.4 Prohibited Exclusions. No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that exclude: coverage of liability arising from excavating, collapse, or underground work.
- 10.5 Reports. Licensee shall promptly furnish Watertown with copies of any accident or incident report(s) sent to Licensee's insurance carriers covering accidents/incidents occurring in connection with and/or as a direct result of the performance of the work under this Agreement.
- 10.6 No Limitation. Nothing contained in this Article 10 shall be construed as limiting the extent of Licensee's responsibility for payment of damages resulting from Licensee's activities under this Agreement or limiting, diminishing, or waiving Licensee's indemnification obligations under this Agreement.

ARTICLE 11: LIMITATION OF LIABILITY

- 11.1 Watertown reserves to itself the right to maintain, operate, and improve the Tower and Property in the manner that will best enable it to fulfill its water utility service requirements. Licensee agrees to use the Property and Tower at its sole risk. Notwithstanding the foregoing, Watertown shall exercise reasonable caution to avoid damaging Licensee's Communications Facilities and, if it is aware of or made aware of such damage, Watertown shall promptly report to Licensee the occurrence of any such damage caused by Watertown. Subject to Section 11.2, Watertown agrees to reimburse Licensee up to \$50,000 for all reasonable costs Licensee incurs for the physical repair of its Communication Facilities damaged solely by Watertown's, its agents', employees', or contractors' negligence or willful misconduct.
- 11.2 No provision of this Agreement is intended, nor shall be construed, to be a waiver for any purpose of any provision of Wis. Stat. §§ 893.80 or 345.05 or any other notice requirements, governmental immunities, or damages limitations that may apply to

Watertown, its employees, officials, or agents.

ARTICLE 12: ACCESS

- 12.1 Licensee shall have 24/7 unsupervised access to the Communications Facilities located on the Land Space portion of the Premises. Licensee may have supervised access to the Communications Facilities inside or on the Tower by requesting access 48 hours in advance. For instances involving regular maintenance, Licensee shall request access to the Tower by calling **(920) 262-4075** between the hours of 7:00 a.m. and 2:00 p.m. If Licensee needs access to the Tower in an emergency, it shall give advance notice to Watertown as soon as reasonably possible by calling **(920) 261-6660**.
- 12.2 Licensee shall be subject to all emergency operation plans adopted by Licensee applicable to the Tower. When accessing the Tower, Licensee's employees, contractors, and agents shall have proper identification. Licensee shall be responsible for maintaining a written record of the names of its employees, contractors, and agents who perform work on the Premises, the nature of the work performed, and the date and time such work is performed. Licensee shall make such records available to Watertown upon request.
- 12.3 Licensee shall reimburse Watertown for its actual, reasonable costs incurred in sending its personnel to the site when Licensee requires access outside of Watertown's regular business hours, which are 7:00 a.m. to 2:00 p.m. on Monday through Friday. Watertown will provide a detailed invoice to Licensee for such costs, and Licensee shall pay such invoice within thirty (30) days of the date of the invoice.

ARTICLE 13: TOWER PAINTING & MAINTENANCE

- 13.1 Relocation of Communications Facilities. Licensee shall temporarily remove its Communications Facilities from the Tower, at Licensee's sole cost and expense, to allow for Tower painting, reconditioning, or similar major maintenance work that Watertown, in its sole discretion, determines will require the removal of the Communications Facilities from the Tower ("**Major Maintenance Work**").
 - 13.1.1 Watertown shall notify Licensee prior to the end of any calendar year during which Watertown has planned and budgeted for the Major Maintenance Work in the following year. After the contract for such work has been awarded, Watertown shall further notify Licensee when a preliminary schedule for the work has been established.
 - 13.1.2 Licensee and Watertown shall cooperate to ensure that the temporary removal of the Communications Facilities does not interfere with the Major Maintenance Work. Licensee shall cooperate with Watertown with respect to the Major Maintenance Work and will make its representatives available to attend meetings with Watertown or its contractors (and any other Tower users) related to such work.
 - 13.1.3 If Licensee requires the use of a temporary pole or cell on wheels (collectively, "**Temporary Tower**"), Watertown shall permit Licensee, at Licensee's sole

expense, to place a Temporary Tower on the Property in a location mutually agreed upon by Watertown and Licensee. Licensee shall cooperate with Watertown regarding the placement of the Temporary Tower on the Property. If space on the Property is limited, priority will be given to the Tower user who has been using the site the longest. If the Property will not accommodate a Temporary Tower for Licensee, it is Licensee's responsibility to locate alternative sites. If Licensee must relocate to an alternative site, the License Fee shall abate for any period of time Licensee is unable to operate the Communications Facilities on the Property.

13.1.4 Upon completion of the Major Maintenance Work, Licensee may return the Communications Facilities to their original location on the Tower.

13.2 Communications Facilities Remain in Place. If Watertown, in its sole discretion, determines that it is reasonable to allow Licensee to keep all or any portion of the Communications Facilities in place during any maintenance work, then Watertown and Licensee shall coordinate the performance of the maintenance work so that Licensee may protect in place the Communications Facilities during such maintenance work. Licensee shall be responsible for all additional costs Watertown incurs due to the presence of the Communications Facilities on the Tower during such work. Watertown will invoice Licensee for such additional costs, and Licensee shall pay such invoice within thirty (30) days of its receipt. **Licensee agrees that it accepts any and all risk of damage to its Communications Facilities while the maintenance work is being performed and that Watertown shall have no liability whatsoever for any such damage, regardless of the cause of such damage.** Licensee shall have the option to have a representative present while any such maintenance work is being performed.

13.3 Temporary Emergency Relocation. In case of an emergency that requires Watertown to remove Licensee's Communications Facilities, Watertown may do so after giving advance telephone notice to Licensee as soon as practical by calling **877-611-5868**. In the event the use of the Communications Facilities is interrupted, Licensee shall have the right to maintain a Temporary Tower on the Property in a location approved by Watertown. If the Property will not accommodate Licensee's Temporary Tower, it is Licensee's responsibility to locate alternative sites. If space on the Property is limited, priority will be given to the Tower user who has been using the site the longest.

ARTICLE 14: INTERFERENCE

14.1 Watertown reserves to itself the right to maintain, operate, and improve the Tower and Property in the manner that will best enable it to fulfill its water utility service requirements. Licensee agrees to use the Property and the Tower at its sole risk. Licensee's installation, operation, maintenance, and use of the Communications Facilities shall not damage or adversely interfere in any way with Watertown's communications equipment or its water utility operations, including the Tower and its related repair and maintenance activities.

14.2 Licensee agrees to install only equipment of the type and frequency that will not cause

harmful interference measurable in accordance with then-existing industry standards to any equipment of Watertown (whenever installed) or the equipment of preexisting radio frequency users on the Property ("Pre-Existing User"), as long as those Pre-Existing Users operate and continue to operate within their respective frequencies and in accordance with all applicable Laws. For the purposes of the Initial Upgrade Project, the Pre-Existing Users are New Cingular Wireless PCS, LLC and Cellco Partnership, d/b/a Verizon Wireless.

- 14.3 In the event any equipment installed by Licensee causes interference to Watertown's or a Pre-Existing User's equipment on the Property, and after Watertown has notified Licensee in writing of such interference, Licensee will immediately take all commercially reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down such equipment and later powering up such equipment for intermittent testing.
- 14.4 Watertown agrees that each of its future agreements with other tenants, lessees, or licensees who currently or in the future have use of the Tower or the Property ("Other Users") shall contain a provision substantially the same as Section 14.2 above and that Watertown shall enforce such provisions in a nondiscriminatory manner with respect to all of the Other Users. Watertown further agrees that Watertown and its employees, contractors, and agents shall use reasonable efforts, consistent with Section 14.1 above, not to cause interference with the operation of the Communications Facilities.
- 14.5 The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Article 14 and, therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.
- 14.6 In addition to all other remedies available to Licensee, in the event the equipment or activities of then-existing Other Users or Watertown are causing interference to the Communications Facilities and such interference is not eliminated within seven calendar days after written notice to Watertown from Licensee, then Licensee shall have the right to terminate this Agreement.
- 14.7 For the purposes of this Agreement, "**interference**" may include, but is not limited to, any use of the Property that cause electronic interference with or physical obstruction to, or degradation of, the communications signals from the facilities of any permitted users of the Property.
- 14.8 Interference by Watertown
- 14.8.1 Watertown, at all times during this Agreement, reserves the right to take any action it deems necessary, in its sole but reasonable discretion, to repair, maintain, alter, or improve the Tower. Except in the case of an emergency or as otherwise provided in this Agreement, Watertown, when possible, shall give Licensee at least thirty (30) business days' advance notice of such activities if such activities are likely to adversely interfere with Licensee's operations.

- 14.8.2 Watertown and its employees, contractors, and agents shall use reasonable efforts, consistent with this Agreement not to cause any unnecessary interference with the operation of Licensee's Communications Facilities. When Licensee provides Watertown with evidence of such unnecessary interference due to Watertown's actions, Watertown will use reasonable means to cause any such interference to cease within twenty-four (24) hours after Licensee notifies Watertown of such interference.
- 14.8.3 When necessary, Watertown will permit Licensee, at Licensee's sole cost and expense, to place a Temporary Tower on the Property in a mutually agreeable location for the duration of any disruption in Licensee's service caused by Watertown's actions under Section 14.8.1. Watertown agrees to reasonably cooperate with Licensee to carry out such activities with a minimum amount of disruption to Licensee's transmission operations.

ARTICLE 15: REMOVAL; BOND

- 15.1 Removal and Restoration. Upon termination or expiration of this Agreement, Licensee shall have ninety (90) days to remove the Communications Facilities from the Premises, except underground utilities, which Licensee shall disconnect, and foundations, which shall be removed to a depth of four feet below grade, and shall restore the Tower and the Property to the condition they were in before Licensee's Communications Facilities were installed, ordinary wear and tear and loss by casualty or other causes beyond Licensee's control excepted, all at Licensee's sole cost and expense. Notwithstanding the foregoing, Licensee will not be responsible for the replacement of any trees, shrubs, or other vegetation. Before removing any part of its Communications Facilities from the Property upon termination or expiration of this Agreement, Licensee agrees to provide Watertown with reasonable advance notice of its intentions to remove such facilities and agrees to coordinate such removal with Watertown.
- 15.2 Bond. Within thirty (30) days following the Effective Date, Licensee shall provide to Watertown a bond with an entity and in a form satisfactory to Watertown's City Attorney. The initial amount of the bond shall be **\$55,000.00**, it shall be renewed annually at an amount that is three percent (3%) greater than the amount in the preceding year, and it shall be kept in full force so long as the Communications Facilities are on the Premises. The purpose of the bond is to ensure the removal of the Communications Facilities (and any other equipment or improvements of Licensee's) and the restoration of the Tower and the Property at the termination or expiration of this Agreement.
- 15.3 Removal and Restoration by Watertown. In the event that Licensee fails to comply with the removal and restoration requirements of this Agreement, Watertown upon ten (10) business days' prior written notice to Licensee, shall have the right, using its own personnel or a contractor, to perform such removal and restoration, and Licensee agrees to reimburse Watertown for Watertown's actual costs of such removal and restoration within sixty (60) days of receiving an invoice therefor. If Licensee fails to reimburse Watertown within such sixty (60)-day period, then Watertown may go against the bond referenced in Section 15.2.

- 15.4 Holdover. In the event Watertown does not exercise its right of removal under Section 15.3 and Licensee fails to completely remove its Communications Facilities from the Premises or fails to restore the Tower and Property as required, Licensee shall continue to pay to Watertown an amount equal to 150% of the License Fee in effect during the last month of the Term, prorated for each and every day of every month during which any part of Licensee's Communications Facilities remains on the Property or the restoration of the Tower and the Property remains unfinished after the ninety (90)-day period set forth in Section 15.1 above. Whether or not any or all of the Communications Facilities are in use or functioning shall not be considered a factor when determining Licensee's payment obligations under this Section 15.4.

ARTICLE 16: ASSIGNMENT & SUBLICENSING

- 16.1 Licensee may not sublicense any part of the Premises.
- 16.2 Without Watertown's approval or consent, this Agreement may be sold, assigned, or transferred to (i) any entity in which Licensee directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in Licensee; or (iii) any entity directly or indirectly under common control with Licensee. Licensee may assign this Agreement to any entity that acquires all or substantially all of Licensee's assets in the market defined by the FCC Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization without approval or consent of Watertown. As to other parties, this Agreement may not be sold, assigned, or transferred without Watertown's written consent, which consent will not be unreasonably withheld, delayed, or conditioned. No change of stock ownership, partnership interest, or control of Licensee shall constitute an assignment hereunder.
- 16.3 No assignment or transfer under this Agreement shall be effective until the assignee or transferee agrees in writing to assume all the obligations of Licensee arising under this Agreement. Licensee shall furnish Watertown with prior written notice of the transfer or assignment, together with the name and address of the transferee or assignee. Once the assignee or transferee agrees in writing to assume Licensee's obligations under this Agreement, Licensee shall be relieved of all future liabilities and obligations under this Agreement, and Watertown shall look solely to the transferee for performance under this Agreement.
- 16.4 Nothing contained in this Agreement shall be deemed, expressly or by implication, to give Licensee any right or power to mortgage Watertown's fee or any other interest of Watertown's in or to the Premises or the Property.

ARTICLE 17: NOTICES

- 17.1 All notices and demands hereunder must be in writing and shall be deemed validly given if sent by first class certified mail, return receipt requested or by nationally recognized commercial overnight courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next

business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

If to Watertown: City of Watertown
Attn: City Clerk
106 Jones Street
P.O. Box 477
Watertown, WI 53904

With a copy to: Watertown Water Department
Attn: General Manager
Hoffmann Drive
P.O. Box 477
Watertown, WI 53094

If to Licensee: T-Mobile USA, Inc.
12920 SE 38th ST
Bellevue, WA 98006
Attn: Lease Compliance/Site ID ML83083A

- 17.2 Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.
- 17.3 Either Party may change its notice address for purposes of this Agreement by giving to the other Party written notice of the address change using one of the methods set out in Section 17.1.

ARTICLE 18: DEFAULT & REMEDIES

- 18.1 Default by Licensee. The following will be deemed a default by Licensee and a breach of this Agreement:
- 18.1.1 Licensee's failure to pay the License Fee or other sums owed to Watertown if such amount remains unpaid for more than twenty (20) business days after receipt of written notice from Watertown of such failure to pay or
- 18.1.2 Licensee's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Watertown specifying the failure.
- 18.2 No such failure by Licensee under Section 18.1.2, however, will be deemed to exist if Licensee has commenced to cure such default within such thirty (30)-day period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond Licensee's reasonable control.
- 18.3 In the event of any default by Licensee, in addition to all other rights and remedies available to Watertown at law, in equity, or under this Agreement, Watertown shall have

the right to serve a written notice upon Licensee that Watertown elects to terminate this Agreement upon a specified date not less than ten (10) days but no more than thirty (30) days after the date of serving such notice, and this Agreement shall terminate on the date so specified as if that date had been originally fixed as the termination date of the Term. In the event this Agreement is so terminated, Licensee shall immediately pay to Watertown a sum of money equal to the total of any unpaid amounts due under the Agreement, including the License Fee accrued through the date of termination.

18.4 Default by Watertown. The following will be deemed a default by Watertown and a breach of this Agreement:

18.4.1 Watertown's failure to provide access to the Premises within forty-eight (48) hours of a request for access under Article 12.

18.4.2 Watertown's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Licensee specifying the failure.

18.5 No failure of Watertown under Section 18.4.2, however, will be deemed to exist if Watertown has commenced to cure the default within such thirty (30)-day period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond Watertown's reasonable control.

18.6 If Watertown remains in default under Section 18.4.2 beyond any applicable cure period, Licensee will have any and all rights available to it under law and equity. However, Licensee's sole remedy for Watertown's failure to provide timely access under Section 18.4.1 is the right to seek specific performance.

ARTICLE 19: ENVIRONMENTAL

19.1 Licensee shall use its best efforts to ensure that its use of the Property will not generate any Hazardous Substances (as defined below). Licensee agrees that it will not cause or allow to be stored or disposed of on the Property or transported to or over the Property any Hazardous Substances and that its Communications Facilities do not constitute or contain and will not generate any Hazardous Substance in violation of any applicable Laws. Licensee may use gel cell back-up batteries and other common materials used in telecommunication operations (e.g., cleaning solvents) at the Premises provided that its use of such materials is in compliance all applicable Laws.

19.2 **"Hazardous Substances"** shall be interpreted broadly to mean any substance or material designated or defined by any and all applicable Laws as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance.

19.3 In the event Licensee becomes aware of any Hazardous Substances on the Property, or any environmental, health, or safety condition or matter relating to the Property that was not caused by Licensee or someone under the direction or control or acting on behalf of or at the invitation of Licensee (including its contractors or their subcontractors) and that, in Licensee's sole determination, renders the condition of the Premises or Property

unsuitable for Licensee's use, or if Licensee believes that the use of the Premises would expose Licensee to undue risks of liability to a government agency or other third party, then Licensee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Watertown.

- 19.4 Licensee shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all claims that may be asserted against or incurred by an Indemnified Party or for which an Indemnified Party may be held liable, which arise from the presence, use, generation, storage, treatment, disposal, or transportation of Hazardous Substances on, into, from, under, or about the Premises or Property by Licensee or anyone under the direction or control of or acting on behalf of or at the invitation of Licensee, specifically including, but not limited to, the cost of any required or necessary repair, restoration, remediation, cleanup, removal, or detoxification of the Premises or the Property and the preparation of any closure or other required plans, whether or not such action is required or necessary during the Term or after the expiration or termination of this Agreement, except only to the extent that Watertown's negligence or willful misconduct gives rise to such claim.

ARTICLE 20: CASUALTY & DECOMMISSIONING

- 20.1 If the Tower is damaged for any reason, other than by reason of the willful misconduct or negligence of Licensee, its employees, contractors, or agents, so as to render it substantially unusable for Licensee's intended use (in Licensee's sole but reasonable discretion), the License Fee shall abate until Watertown, at Watertown's expense and option, restores the Tower to its condition prior to such damage. Licensee may install and operate a Temporary Tower or its functional equivalent in a mutually agreed upon location on the Property for Licensee's use during the Tower repairs. If Watertown elects not to restore the Tower, it shall give Licensee written notice of such election, and this Agreement shall immediately terminate.
- 20.2 If Watertown elects to restore the Tower, Watertown shall permit Licensee, at Licensee's sole expense, to place a Temporary Tower on the Property in a location mutually agreed upon by Watertown and Licensee. Licensee shall cooperate with Watertown regarding the placement of the Temporary Tower on the Property. If space on the Property is limited, priority will be given to the Tower user who has been using the site the longest. If the Property will not accommodate a Temporary Tower or Watertown does not begin Tower repairs within sixty (60) days following the date the Tower was damaged, Licensee shall have the right to terminate this Agreement by giving Watertown written notice thereof, as long as Licensee has not resumed operations upon the Property.
- 20.3 Watertown, in its absolute discretion, may decommission and dismantle the Tower at any time. Watertown shall give Licensee one hundred eighty (180) days' prior written notice of the date by which its Communications Facilities must be removed from the Property in accordance with Article 15. This Agreement will terminate at the end of the one hundred eighty (180)-day notice period or whatever longer time to which the Parties may agree in writing.

ARTICLE 21: ADDITIONAL PROVISIONS

- 21.1 Municipal Authority. Nothing contained in this Agreement shall be construed to waive any obligation or requirement of Licensee to obtain all necessary approvals, licenses, and permits (if any) from the City of Watertown in accordance with its ordinances and usual practices and procedures, nor limit or affect in any way the right or authority of the City of Watertown to approve or reasonably disapprove any plans or specifications or to impose reasonable limitations, restrictions, and requirements as a condition of any such approval, license, or permit.
- 21.2 Recording; Further Assurances. Contemporaneously with the execution of this Agreement, Watertown and Licensee agree to execute a memorandum of this Agreement substantially in the form attached as **Exhibit H**, which Licensee shall record with the appropriate recording officer, at Licensee's sole expense, within thirty (30) days of the Effective Date. Licensee shall promptly provide a copy of the recorded document to Watertown. Watertown and Licensee agree, as part of the basis of their bargain for this Agreement, to cooperate fully in executing any and all documents (including amendments to this Agreement) necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action, that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- 21.3 Subordination and Non-Disturbance. Licensee agrees that this Agreement will be subject and subordinate to any mortgage or deed of trust now or hereafter placed upon the Property and to all modifications, renewals, replacements, or extensions thereto, and to all present and future advances made with respect to such mortgages or deeds of trust, and Licensee agrees to attorn to the mortgagee, trustee, or beneficiary, or purchaser under any such mortgage or deed of trust. This subordination shall be self-operative and no further instrument shall be required in order for it to become effective; however, Licensee will promptly execute and deliver to Watertown any certificate that Watertown may reasonably request to confirm this subordination. Upon written request by Licensee, Watertown will use commercially reasonable efforts to obtain a non-disturbance agreement from any existing or future mortgagee or beneficiary of deed of trust in a form reasonably acceptable to Licensee.
- 21.4 Survival. The provisions of the Agreement relating to indemnification and insurance shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement that require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
- 21.5 Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Wisconsin, without regard to its conflict of law provisions.
- 21.6 Interpretation. This Agreement is the result of negotiation by the Parties and each Party had the opportunity to consult legal counsel with respect to this Agreement prior to execution. Nothing in this Agreement or any amendment or exhibit to it shall be construed more strictly for or against either Party because that Party or its attorney

drafted this Agreement or any portion of it.

- 21.7 Entire Agreement. This Agreement, including its recitals and exhibits, contains all agreements, promises and understandings between Watertown and Licensee with respect to the subject matter of this Agreement, and no verbal or oral agreements, promises or understandings shall be binding upon either Watertown or Licensee in any dispute, controversy, or proceeding at law.
- 21.8 Amendment. Any amendment or modification of this Agreement shall be void and ineffective unless made in writing and signed by both Parties.
- 21.9 Severability. If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance is, to any extent, held invalid or unenforceable, the remainder of the section, subsection, term, or provision of the Agreement or the application of the same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term, or provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- 21.10 Headings. The headings of articles, sections, and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify, or alter the meanings of the articles, sections, or subsections.
- 21.11 Time of the Essence. Time is of the essence with respect to all of Licensee's obligations under this Agreement.
- 21.12 No Waiver. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights, and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.
- 21.13 Successors. The provisions, covenants, and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors, and assigns of each of the Parties, except that no assignment by Licensee shall vest any right in the assignee unless all of the requirements set forth in Section 16.3 have been satisfied.
- 21.14 Work Performed by Watertown. Any work performed or service provided by Watertown, the cost of which is Licensee's responsibility under this Agreement, shall be charged out at Watertown's annually adopted fully loaded "**Labor Rate**" and "**Transportation Rate**," which rates shall include a charge for administrative and general costs. Upon Licensee's request, Watertown will provide Licensee with documentation of Watertown's Labor Rate and Transportation Rate for the then-current year. All such charges payable under the Agreement shall be invoiced by Watertown within one (1) year from the end of the calendar year in which the charges were incurred, and payment shall be due within thirty (30) days of receipt of the invoice. Any charges beyond such period shall not be billed by Watertown and shall not be payable by Licensee. The foregoing shall not apply to the monthly Licensee Fee, which is due and payable without a requirement that it be

billed by Watertown. The provisions of this paragraph shall survive the termination or expiration of the Agreement.

- 21.15 Condemnation. If a condemnation authority takes all of the Premises, or a portion sufficient, in Licensee's reasonable determination, to render the Premises unsuitable for the use which Licensee was then making of the Premises, this Agreement shall terminate as of the date the title vests in the condemning authority. Licensee may separately claim against the condemning authority for just compensation for the value of Licensee's Premises (including additions thereto) Licensee's moving expenses, prepaid license fees and business relocation expenses.
- 21.16 IRS Form W-9. Watertown agrees to provide Licensee with a completed IRS Form W-9 (see form attached as Exhibit I), or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Licensee, including any change in Watertown's name or address.
- 21.17 Termination by Licensee. Licensee may, in its sole discretion, terminate this Agreement upon thirty (30) days' prior written notice to Watertown provided that Licensee pays Watertown a termination fee equal to twelve (12) months of the then current License Fee.
- 21.18 Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or same counterpart. Furthermore, the Parties may execute and deliver this Agreement by electronic means, such as .pdf, DocuSign, or similar format. The Parties agree that delivery of this Agreement by electronic means will have the same force and effect as delivery of original signatures and that the Parties may use such electronic signatures as evidence of the execution and delivery of the Agreement to the same extent as an original signature.

The Parties have formed this Agreement as of the Effective Date.

[SIGNATURE PAGES FOLLOW]

CITY OF WATERTOWN, WISCONSIN
Acting in its capacity as a municipal public utility

By: _____

Name: Emily McFarland

Its: Mayor

Date: _____

By: _____

Name: Megan Dunneisen

Its: City Clerk

Date: _____

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

LICENSEE:
T-MOBILE CENTRAL LLC
a Delaware limited liability company

By: ^{DocuSigned by:}
Mike Blasutti
E2530D5D0838418
Name: Mike Blasutti
Its: Director, Engineering & Ops
Date: 7/11/2024



^{DS}
DV ^{DS}
GM

EXHIBIT A-1**LEGAL DESCRIPTIONS****PROPERTY**

THE EAST 72 FEET OF LOT 1, THE WEST 10 FEET OF LOT 8, THE EAST 72 FEET OF THE NORTH 25 FEET OF LOT 2 AND THE WEST 10 FEET OF THE NORTH 25 FEET OF LOT 7, ALL IN BLOCK 17 OF THE ORIGINAL PLAT – WEST SIDE OF ROCK RIVER OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN.

LAND SPACE

THAT PART OF LOTS 1 AND 2 IN BLOCK 17 OF THE ORIGINAL PLAT OF THE CITY OF WATERTOWN – WEST SIDE OF THE ROCK RIVER, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 15 EAST, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 86°24'46" EAST, ALONG THE NORTH LINE OF SAID LOT 1, 103.05 FEET, MORE OR LESS, TO A POINT ON A LINE THAT IS 0.50 FEET EAST OF AND PARALLEL WITH THE EAST EDGE OF A CONCRETE PAD; THENCE SOUTH 2°50'50" WEST, ALONG SAID PARALLEL LINE, 50.30 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH 2°50'50" WEST 20.00 FEET; THENCE NORTH 87°09'10" WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 10.00 FEET; THENCE NORTH 2°50'50" EAST 20.00 FEET; THENCE SOUTH 87°09'10" EAST 10.00 FEET TO THE POINT OF BEGINNING, ALL IN THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN, AND CONTAINING 200 SQUARE FEET THEREIN.

UTILITY EASEMENT

THAT PART OF LOTS 1 AND 2 IN BLOCK 17 OF THE ORIGINAL PLAT OF THE CITY OF WATERTOWN – WEST SIDE OF THE ROCK RIVER, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 15 EAST, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 86°24'46" EAST, ALONG THE NORTH LINE OF SAID LOT 1, 103.05 FEET, MORE OR LESS, TO A POINT ON A LINE THAT IS 0.50 FEET EAST OF AND PARALLEL WITH THE EAST EDGE OF A CONCRETE PAD; THENCE SOUTH 2°50'50" WEST, ALONG SAID PARALLEL LINE, 70.30 FEET TO A POINT OF BEGINNING; THENCE NORTH 87°09'10" WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 35.84 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF THE WEST 8.00 FEET OF THE EAST 72 FEET OF SAID LOT 1; THENCE NORTH 3°38'55" EAST, ALONG SAID EAST LINE, 70.76 FEET, MORE OR LESS TO A POINT ON THE NORTH LINE OF SAID LOT 1, SAID NORTH LINE BEING ALSO THE SOUTH LINE OF O'CONNELL STREET; THENCE NORTH 86°24'46" WEST, ALONG SAID NORTH LINE, 8.00 FEET TO THE WEST LINE OF THE EAST 72 FEET OF SAID LOT 1; THENCE SOUTH 3°38'55" WEST, ALONG SAID WEST LINE, 78.86 FEET; THENCE SOUTH 87°09'10" EAST 43.95 FEET; THENCE NORTH 2°50'50" EAST 8.00 FEET TO THE POINT OF BEGINNING, ALL IN THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN, AND CONTAINING 918 SQUARE FEET, MORE OR LESS, THEREIN.

ACCESS EASEMENT

THAT PART OF LOTS 1, 2, 7 AND 8 IN BLOCK 17 OF THE ORIGINAL PLAT OF THE CITY OF WATERTOWN – WEST SIDE OF THE ROCK RIVER, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 15 EAST, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 86°24'46" EAST, ALONG THE NORTH LINE OF SAID LOT 1, 103.05 FEET, MORE OR LESS, TO A POINT ON A LINE THAT IS 0.50 FEET EAST OF AND PARALLEL WITH THE EAST EDGE OF A CONCRETE PAD; THENCE SOUTH 2°50'50" WEST, ALONG SAID PARALLEL LINE, 70.30 FEET TO A POINT OF BEGINNING; THENCE NORTH 87°09'10" WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 10.00 FEET; THENCE SOUTH 2°50'50" WEST 12.00 FEET; THENCE SOUTH 87°09'10" EAST 48.00 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF THE WEST 10.00 FEET OF AFORESAID LOT 7; THENCE NORTH 3°38'55" EAST, ALONG SAID EAST LINE AND THE NORTHERLY EXTENSION THEREOF, 81.80 FEET, MORE OR LESS TO A POINT ON THE NORTH LINE OF AFORESAID LOT 8, SAID NORTH LINE BEING ALSO THE SOUTH LINE OF O'CONNELL STREET; THENCE NORTH 86°24'46" WEST, ALONG SAID SOUTH LINE, 12.00 FEET TO A POINT ON A LINE THAT IS 2.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF AFORESAID LOT 1; THENCE SOUTH 3°38'55" WEST, ALONG SAID PARALLEL LINE, 30.43 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE LEASE SITE FROM PCS AGREEMENT RECORDED DECEMBER 22, 1997, AS DOCUMENT NUMBER 984785; THENCE SOUTH 89°32'12" EAST, ALONG SAID NORTH LINE, 3.25 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LEASE SITE; THENCE SOUTH 0°27'48" WEST, ALONG THE EAST LINE OF SAID LEASE SITE, 32.00 FEET TO THE SOUTHEAST CORNER OF SAID LEASE SITE; THENCE NORTH 89°32'12" WEST, 5.03 FEET, MORE OR LESS, TO A POINT ON SAID LINE THAT IS 2.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 1; THENCE SOUTH 3°38'55" WEST, ALONG SAID PARALLEL LINE, 7.47 FEET; THENCE NORTH 87°09'10" WEST 26.17 FEET TO THE POINT OF BEGINNING, ALL IN THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN, AND CONTAINING 1,283 SQUARE FEET, MORE OR LESS, THEREIN.

EXHIBIT A-2

SITE SURVEY

**[Three-page Site Survey prepared by Mark H. Landstrom (S-2540)
dated May 4, 2023, Attached]**

THE EAST 72 FEET OF LOT 1, THE WEST 10 FEET OF LOT 8, THE EAST 72 FEET OF THE NORTH 25 FEET OF LOT 2 AND THE WEST 10 FEET OF THE NORTH 25 FEET OF LOT 7, ALL IN BLOCK 17 OF THE ORIGINAL PLAT - WEST SIDE OF ROCK RIVER OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN.

1. BEARINGS, IF ANY, SHOWN HEREON REFER TO TRUE NORTH DETERMINED BY GPS MEASUREMENT.
2. ELEVATIONS SHOWN ARE ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.
3. BENCHMARK: TOP OF FOUND SPIKE IN UTILITY POLE LOCATED AS SHOWN:
ELEVATION: 660.78

4. AFFECTS PERMANENT TAX INDEX NUMBER: 291-0815-0422-082.
5. SURFACE EVIDENCE OF UNDERGROUND IMPROVEMENTS, IF ANY, SHOWN HEREON IS BASED ON PHYSICAL OBSERVATIONS AND RECORDS, IF ANY, PROVIDED. NO DELINEATION OF UTILITY MARKERS OR UTILITY NOTATIONS BY A UTILITY MARKING SERVICE WAS PROVIDED FOR USE IN THE PREPARATION OF THIS SITE SURVEY.
6. EQUITY REPORT NUMBER 50026496, DATED AUGUST 28, 2022, ISSUED BY AMC SETTLEMENT SERVICES WAS PROVIDED FOR USE IN THE PREPARATION OF THIS SITE SURVEY. SUBJECT PROPERTY LEGAL DESCRIPTION SHOWN HEREON IS FROM PARCEL 6 OF QUIT CLAIM DEED OCTOBER 16, 1994, AS DOCUMENT NUMBER 931582 IN VOLUME 898 PAGES 688 AND 689, FROM CURRENT DEED INFORMATION PORTION OF SAID REPORT. THE EXCEPTIONS PORTION OF SAID REPORT CONTAINS THE FOLLOWING SURVEY RELATED ITEMS:
 - A. ITEM 1: PCS SITE AGREEMENT RECORDED 12/22/1997, DOC #984785. LEASE SITE IS SHOWN HEREON. DUE TO AMBIGUITIES IN THE LEGAL DESCRIPTION ACCESS EASEMENT IS NOT PLATTED HEREON
 - B. ITEM 2: MEMORANDUM OF LEASE RECORDED 7/8/1999, DOC #1021616 AND NOTICE OF LEASE ASSIGNMENT RECORDED 6/27/2001, DOC #1059553
LEASE PARCEL AND UTILITY AND INGRESS/EGRESS EASEMENT IS SHOWN HEREON.
 - C. ITEM 3: MEMORANDUM OF OPTION AGREEMENT RECORDED 8/4/1999, DOC #1023226. DOCUMENT ONLY CONTAINS SUBJECT PROPERTY LEGAL DESCRIPTION.
 - D. ITEM 4: CONDITIONAL USE PERMIT RECORDED 2/18/2014, DOC #1339656,
DOCUMENT ONLY CONTAINS SUBJECT PROPERTY LEGAL DESCRIPTION.

FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON, REFER TO DEEDS, ABSTRACTS, TITLE POLICIES, SEARCHES OR COMMITMENTS, CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCES.

6. THE SUBJECT PROPERTY SHOWN HEREON LIES WITHIN UNSHADED FLOOD ZONE X, AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR JEFFERSON COUNTY, WISCONSIN, ON FLOOD INSURANCE RATE MAP PANEL NUMBER 55055C0078F, DATED FEBRUARY 4, 2015.

8. CENTER OF EXISTING WATER TOWER:
NAD 83

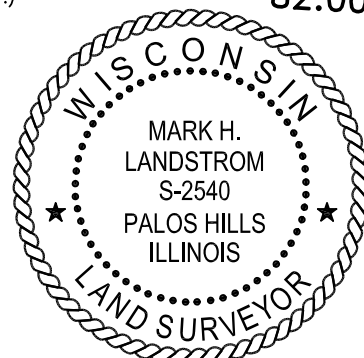
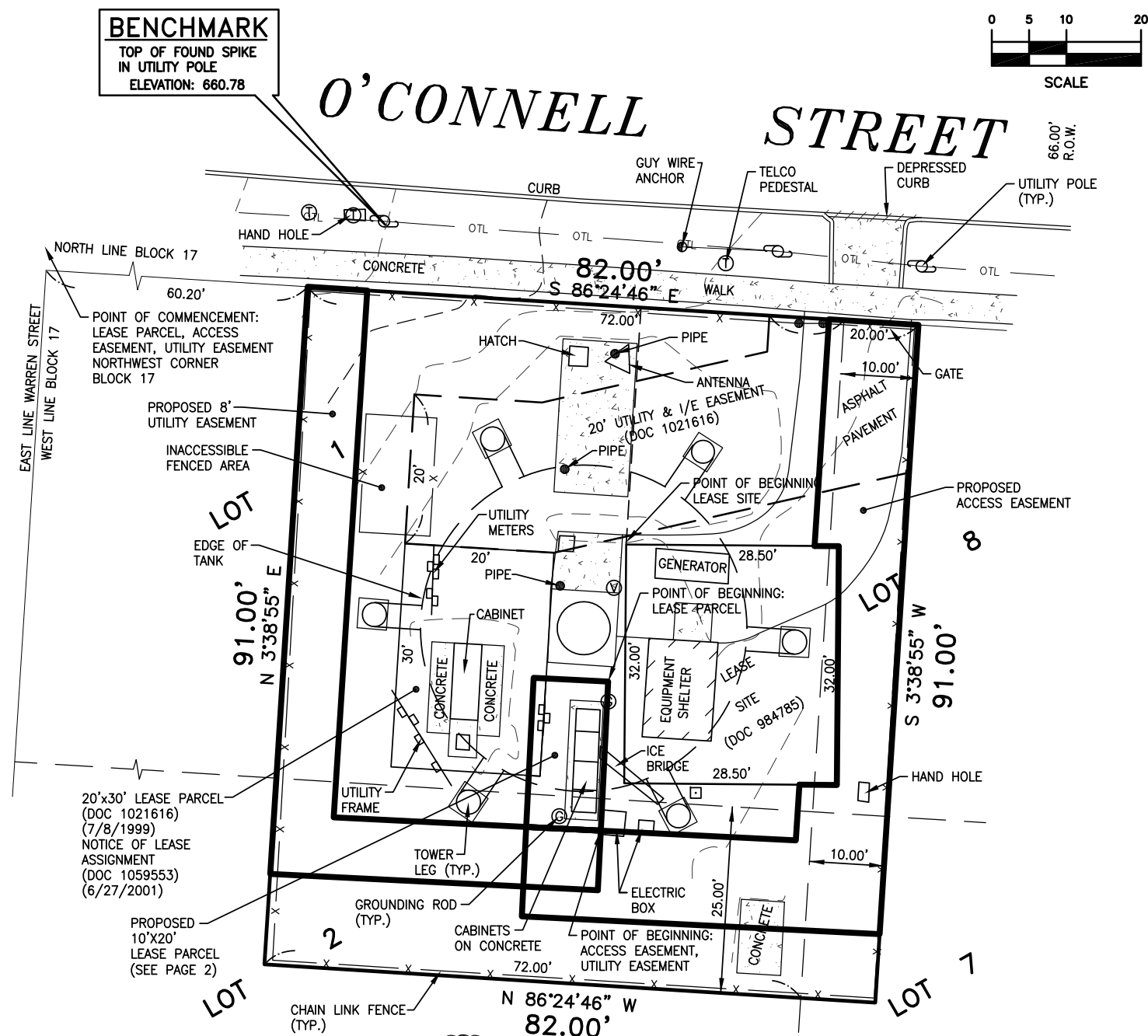
LATITUDE NORTH 43°11'44.71" (43.19575°)
LONGITUDE WEST 88°43'49.56" (88.73043°)

WITHIN TOLERANCES SET BY FAA IN 1A CERTIFICATE REQUIREMENTS.

- | | | | | | | |
|----|----------|--------|----|-----------------------------|------------|------|
| 9. | A.M.S.L. | HEIGHT | OF | GROUND | ELEVATION: | 862 |
| | A.M.S.L. | HEIGHT | OF | BOTTOM OF TANK | ELEVATION: | 975 |
| | A.M.S.L. | HEIGHT | OF | CENTER LINE OF DISH ANTENNA | ELEVATION: | 992 |
| | A.M.S.L. | HEIGHT | OF | CENTER LINE OF ANTENNAE | ELEVATION: | 992 |
| | A.M.S.L. | HEIGHT | OF | TOP OF RAILING | ELEVATION: | 993 |
| | A.M.S.L. | HEIGHT | OF | CENTER LINE OF DISH ANTENNA | ELEVATION: | 994 |
| | A.M.S.L. | HEIGHT | OF | TOP OF LADDER | ELEVATION: | 1002 |
| | A.M.S.L. | HEIGHT | OF | TOP OF TANK | ELEVATION: | 1011 |
| | A.M.S.L. | HEIGHT | OF | CENTER LINE OF DISH ANTENNA | ELEVATION: | 1014 |
| | A.M.S.L. | HEIGHT | OF | TOP OF RAILING | ELEVATION: | 1015 |
| | A.M.S.L. | HEIGHT | OF | CENTER LINE OF DISH ANTENNA | ELEVATION: | 1016 |
| | A.M.S.L. | HEIGHT | OF | CENTER LINE OF ANTENNAE | ELEVATION: | 1016 |
| | A.M.S.L. | HEIGHT | OF | TOP OF ANTENNAE | ELEVATION: | 1019 |
| | A.M.S.L. | HEIGHT | OF | CENTER LINE OF DISH ANTENNA | ELEVATION: | 1022 |

WITHIN TOLERANCES SET BY FAA IN 1A CERTIFICATE REQUIREMENTS.

10. TOPOGRAPHICAL INFORMATION AND IMPROVEMENTS SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS AND MEASUREMENTS PERFORMED SEPTEMBER 21, 2022.
11. THIS SITE SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE SUBJECT PROPERTY.



DATED AT PALOS HILLS, ILLINOIS, THIS 4TH DAY, OF MAY, A.D. 2023.

MARK H. LANDSTROM
IPLS No. S-2540

T-Mobile
8550 W. Bryn Mawr Ave.
Suite100
Chicago, Illinois 60631
OFFICE: (773) 444-5400
FAX: (773) 444-5500

FULLERTON
ENGINEERING • DESIGN

1100 E. WOODFIELD ROAD, SUITE 500
SCHAUMBURG, ILLINOIS 60173
TEL: 847-908-8400
www.FullertonEngineering.com

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7808 WEST 103RD STREET
PALOS HILLS, ILLINOIS 60465-1529
Phone (708) 599-3737
PROJECT No. 22-08-111

**ML82089A/
ML33XC002**

**509 O'CONNELL STREET
WATERTOWN, WI 53094
JEFFERSON COUNTY**

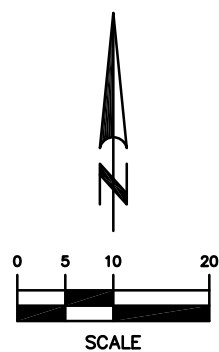
SHEET TITLE

SITE SURVEY

SHEET NUMBER

SS 1 OF 3

~~TMO Signatory Level: L06~~
~~NLG-97525~~




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LOS HILLS, ILLINOIS, THIS 4TH DAY OF MAY, A.



MARK H. LANDSTROM
IPLS No. S-2540

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Suite 100
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OFFICE: (773) 444-5400
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SCHAUMBURG, ILLINOIS 60173
TEL: 847-908-8400
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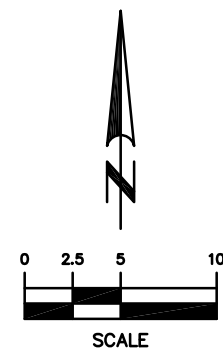
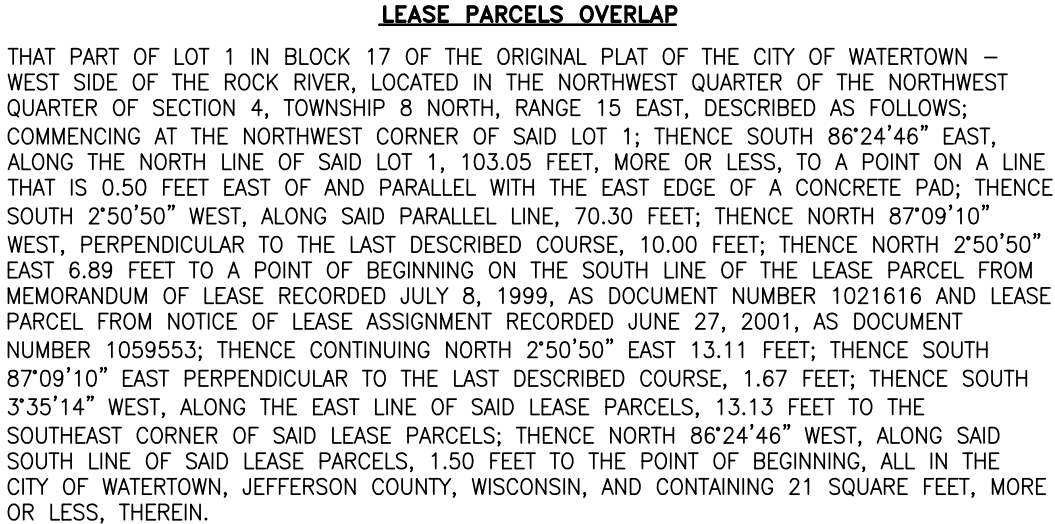
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PALOS HILLS, ILLINOIS 60465-1529
Phone (708) 599-3737
PROJECT No. 22-08-111

**509 O'CONNELL STREET
WATERTOWN, WI 53094
JEFFERSON COUNTY**

SITE SURVEY

SS 2 OF 3

104



DATED AT PALOS HILLS, ILLINOIS, THIS 4TH DAY, OF MAY, A.D. 2023.

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**ML82089A/
ML33XC002**

**509 O'CONNELL STREET
WATERTOWN, WI 53094
JEFFERSON COUNTY**

SHEET TITLE

SITE SURVEY

SHEET NUMBER

SS 3 OF 3

TMO Signatory Level: L06

EXHIBIT B-1

**ANTENNA SITE APPLICATION
FOR INITIAL UPGRADE PROJECT**

[Attached]



Water Systems

Section 13, Item B.

800 Hoffmann Drive • P.O. Box 477 • Watertown WI 53094-0477
WASTEWATER (920) 262-4085 • WATER (920) 262-4075 • FAX (920) 262-4087

ANTENNA SITE APPLICATION

2020

Water Tower Site Name & Address: (existing site or proposed new site build) _____
509 O'Connell Street

Wireless Carrier: _____ Sprint / T-Mobile
(Complete corporate name of Lessee)

Wireless Carrier Corporate Designation: _____

1. Name of Applicant: _____ Fullerton Engineering, on behalf of Sprint / T-Mobile
2. Address of Applicant: _____ 1100 Woodfield Rd #500, Schaumburg, IL 60173
3. Contact person for Applicant: _____ Ariel Stouder Telephone: _____ 574-849-8420
Mobile: _____ Email: _____
4. Technical Advisor (A&E firm): _____ Fullerton Engineering Telephone: _____
Mobile: _____ Email: _____
5. Proposed Radio Band: _____
6. Propose Radio Frequency(s): _____ 617-894, 1695-2690 MHZ / 2496-2690 MHZ
(Specify or attach a separate list)
7. Type of Service (SMR, ESMR, PCS, Cellular Two-Way Paging, Microwave, Wi-Fi, WiMAX, etc.)

8. Unlicensed spectrum? Y / N (Circle One)

If yes, identify in detail the portions of the project to use an unlicensed spectrum. Designate this as an Attachment.

Initial here _____ to indicate Attachment has been included.

If utilizing a Distributed Antenna System (DAS), provide Radio Frequency Coverage Maps prepared by the FCC Licensee(s).

9. Will this site be interconnected via radio frequency transmissions to any other site or sites now constructed, proposed or anticipated Y / N (Circle One)

Interconnection includes one or more radio frequency links for the purpose to provide for "back-haul" from this site to a switching center or centralized node location.

If yes, what will the method of interconnection be? _____

If yes, attach details and specifications.

10. Antenna equipment – Attach applicable specifications.

- A. Number of antennas 6
- B. Number of zones 3
- C. Antenna dimensions 95.945" x 25.197" x 9.252" / 35.4" x 21" x 8.3"
- D. Antenna type, manufacture & model no. Commscope FFV4-65C-R3-V1 / Nokia AEHC
- E. Number of Radio Units 3
- F. Radio Unit dimensions 27.9" x 13.4" x 5.6"
- G. Radio Unit type, manufacture & model no. Nokia AHFIG
- H. Transmission line or cable manufacture & model no. Nokia HCS 2.0
- I. Size of cables 1.82: Number of cables 3
- J. Antenna location on the tower: 0 / 130 / 250
(N, S, E, W, NE etc. or specify the exact antenna azimuths)
- K. GPS Antenna Y / N (Circle One)
If yes, provide size, Dimensions and Weight: _____

11. Dish equipment – Attach applicable specifications

- A. Number of dishes _____ Dish dimension _____ Microwave? Y / N (Circle One) Satellite? Y / N (Circle One)
- B. Dish type, manufacture & model no. _____
- C. Transmission line or cable manufacture & model no. _____
- D. Size of cables _____ Number of cables _____
- E. Dish location on tower: _____
Initial here _____ to indicate specifications are attached.

12. Ground equipment – Attach applicable specifications

- A. Square feet required _____
- B. Inside Tower? Y / N (Circle One) Inside Lessee building? Y / N (Circle One) Outside? Y / N (Circle One)
- C. Number of cabinets 2 Cabinet dimensions 41" x 72" x 30" / 41" x 72" x 30"
- D. Number of air conditioners _____ Air conditioner description _____
- E. Generator on site? Y / N (Circle One) If yes, provide type, size and where to be located. _____
- F. Isolator manufacturer & model no. _____
- G. Duplexer manufacture & model no. _____
- H. Filters manufacture & model no. _____
- I. Controls used in addition to the transmitter/receiver cabinet(s)? Y / N (Circle One)
If yes, how many? _____ manufacture & model no. _____
Initial here _____ to indicate specifications are attached.

13. Desired date of operation: _____

14. Description of scope of Work

(Example: Install 3 new radio units, relocate 3 antenna, add new power plant)

swap out (3) existing antennas, add (3) antenna, swapping out (3) existing radios, adding (1) battery cabinet,
and adding (1) site support cabinet

15. Include with permit:

- A. Full set of drawing
- B. Structural Analysis of tank

READ CAREFULLY BEFORE SIGNING

The undersigned agrees and acknowledges, the applicant is responsible for all costs associated with the applicant's proposed system that is to be installed on City property, whether or not the application results in a lease.

Costs may include, but are not limited to the following:

1. Interference analysis and inter-modulation study by the Engineering/Communications Consultant of the City.
2. Review of construction plans by the Engineering/Communications Consultant of the City.
3. Review of lease agreement by the City's Attorney.
4. Inspection time by the Engineering/Communications Consultant of the City.
5. Site Coordination of any items (examples: antennas or utilities) performed by the City or its Engineering/Communications Consultant.
6. Surveying, if required.
7. Utility Service by local utilities to bring or upgrade electrical or telephone service to the property for the use by the applicant.
8. All required permitting and licensing fees.

Signature of Wireless Carrier: Tom A Ebels Jr. Date: 3/7/2024
(Future Lessee, not Applicant)

Name and Title of Signer:

Name: Tom A. Ebels Jr. Title: Project Manager
(Please Print Clearly)

THIS APPLICATION AND SUPPORTING DOCUMENTS WILL BE REFERENCED
AS EXHIBITS TO THE SITE LEASE AGREEMENT.

EXHIBIT C-1

APPROVED CONSTRUCTION DRAWINGS

**[To be attached once approved by Watertown
in accordance with Section 8.1.2 of the Agreement]**



SITE NAME: ML82089A

SITE NUMBER: ML82089A / ML33XC002

SITE ADDRESS: 509 O'CONNELL ST
WATERTOWN, WI 53094

SITE TYPE: WATER TOWER



1400 OPUS PLACE
DOWNERS GROVE, IL 60515



1100 E. WOODFIELD ROAD, SUITE 500
SCHAUMBURG, ILLINOIS 60173
TEL: 847-908-8400
COA# 3620-11
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PROJECT INFORMATION

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WATERTOWN, WI 53094

SITE TYPE: WATER TOWER

JURISDICTION: CITY OF WATERTOWN

APPLICANT: T-MOBILE
ADDRESS: 1400 OPUS PLACE
DOWNERS GROVE, IL 60515

SITE COORDINATES: FROM RFDS
LATITUDE: 43.1958000°
LONGITUDE: -88.7305000°
GROUND ELEV. (A.M.S.L.): 857'

PROPERTY OWNER: WATERTOWN WATER DEPARTMENT
ADDRESS: 806 FIRST STREET
WATERTOWN, WI 53094
CONTACT: (920) 262-4075
PHONE:
EMAIL:

NOTE: DRAWING SCALES ARE FOR 11"x17" SHEETS UNLESS OTHERWISE NOTED

PROJECT CONSULTANTS

PROJECT MANAGER: T-MOBILE
ADDRESS: 1400 OPUS PLACE
DOWNERS GROVE, IL 60515

CONTACT: TOM EBELS
PHONE: (847) 737-1269
EMAIL: tom.ebels@t-mobile.com

ENGINEER: FULLERTON ENGINEERING CONSULTANTS, LLC
ADDRESS: 1100 E. WOODFIELD ROAD, SUITE 500
SCHAUMBURG, ILLINOIS 60173

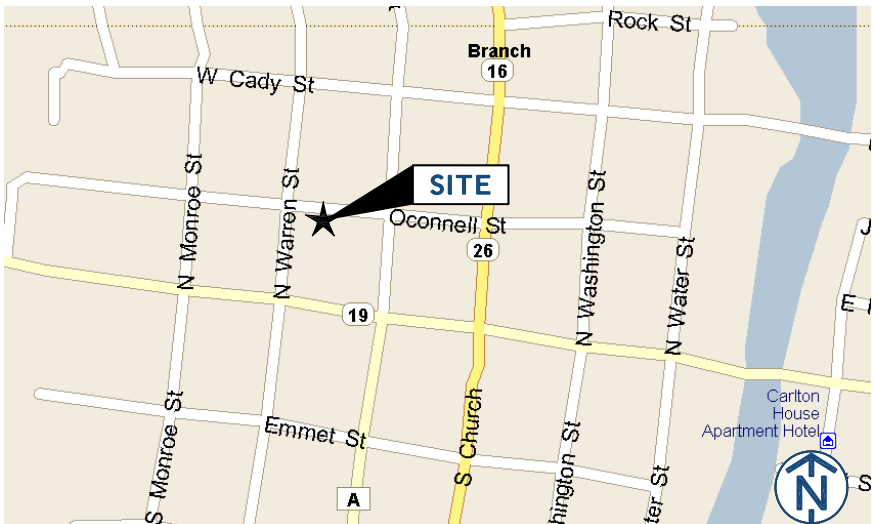
CONTACT: JOSE RAMIREZ, PROJECT MANAGER
PHONE: (847) 908-8400
EMAIL: jramirez@fullertonengineering.com

SCOPE OF WORK

THE SCOPE OF WORK CONSISTS OF:
EXISTING EQUIPMENT TO BE REMOVED
(3) ANTENNAS, (6) RRU UNITS, (2) CABINETS, (3) HYBRID CABLES AND (1) PPC
(1) WATER TOWER HANDRAIL MOUNT, ICE BRIDGE AND STEEL FRAME
NEW EQUIPMENT TO BE INSTALLED
(1) SITE SUPPORT CABINET AND (1) BATTERY CABINET
(2) AIRSCALE AMIA SUBRACK W/(2) ABIA, (2) ASIL, (1) ASIA, (3) ABIL, (1) ABIO,
(1) FSMF AND ALARM BOX INSIDE SITE SUPPORT CABINET
(1) 200A PPC, (1) CIENA UNIT, (3) BREAKOUT BOXES AND (1) GPS ANTENNA
(1) DUAL LED FLOOD LIGHT W/TWIST TIMER SWITCH ON ICE BRIDGE POST
(3) HCS 2.0 JUNCTION BOXES W/PULL BOX TROUGH ON H-FRAME
(6) ANTENNAS, (5) WATER TOWER HANDRAIL MOUNTS AND (6) RRU UNITS
(3) HCS 2.0 HYBRID TRUNK CABLES
(1) ICE BRIDGE CANOPY, (1) ICE BRIDGE

- CONTRACTOR SHALL FURNISH ALL MATERIAL WITH THE EXCEPTION OF T-MOBILE SUPPLIED MATERIAL.
- ALL MATERIAL SHALL BE INSTALLED BY THE CONTRACTOR, UNLESS STATED OTHERWISE.

SITE LOCATION MAP



DIRECTIONS

SCAN QR CODE FOR LINK
TO SITE LOCATION MAP



APPLICABLE BUILDING CODES AND STANDARDS

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES.

BUILDING CODE: WISCONSIN COMMERCIAL BUILDING CODE
2015 INTERNATIONAL BUILDING CODE

ELECTRICAL CODE: 2017 NATIONAL ELECTRICAL CODE

- FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.
- ADA ACCESS REQUIREMENTS ARE NOT REQUIRED.
- THIS FACILITY DOES NOT REQUIRE POTABLE WATER AND WILL NOT PRODUCE ANY SEWAGE

DRAWING INDEX

T-1	TITLE SHEET
N-1	GENERAL NOTES
C-1	SITE PLAN
C-2	EQUIPMENT PLAN
C-3	SITE ELEVATION AND DETAILS
C-4	EXISTING ANTENNA LAYOUT
C-4A	NEW ANTENNA LAYOUT
C-4B	ANTENNA SCHEDULE AND COLOR CODING
C-4C	ANTENNA MOUNTING DETAILS AND NOTES
C-5 ~ C-5C	EQUIPMENT DETAILS
C-5D	SITE DETAILS
C-6	RF PLUMBING DIAGRAM
E-1	UTILITY PLAN
E-2	ONE-LINE DIAGRAM AND PANEL SCHEDULE
E-3 ~ E-4	UTILITY DETAILS
G-1	GROUNDING DIAGRAM
G-2	GROUNDING DETAILS
S-1	STRUCTURAL NOTES
S-2 ~ S-3	STRUCTURAL DETAILS



REV	DATE	DESCRIPTION	BY
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6	11/13/23	REV. FINAL	MK
7	12/18/23	REV. FINAL	MK

I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE CODES.



SITE NAME

ML82089A

SITE NUMBER:

ML82089A /
ML33XC002

SITE ADDRESS

509 O'CONNELL ST
WATERTOWN, WI 53094




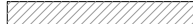





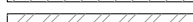

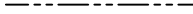
















SHEET NAME

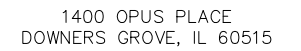
TITLE SHEET

SHEET NUMBER

T-1

TMO Signatory Level: L06

<div>1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING ALL LAWS, REGULATIONS, AND RULES SET FORTH BY FEDERAL, STATE, AND LOCAL AUTHORITIES WITH JURISDICTION OVER THE PROJECT. THIS RESPONSIBILITY IS IN EFFECT REGARDLESS OF WHETHER THE LAW, ORDINANCE, REGULATION, OR RULE IS MENTIONED IN THESE SPECIFICATIONS.</div> <div>2. ALL WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS, PROJECT SPECIFICATIONS, AND THE CONSTRUCTION CONTRACT DOCUMENTS.</div> <div>3. THE CONTRACTOR SHALL FOLLOW ALL APPLICABLE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND STATE LAW AS DEFINED IN THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT.</div> <div>4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK.</div> <div>5. THE CONTRACTOR SHALL HAVE AND MAINTAIN A VALID CONTRACTOR’S LICENSE FOR THE LOCATION IN WHICH THE WORK IS TO BE PERFORMED. FOR JURISDICTIONS THAT LICENSE INDIVIDUAL TRADES, THE TRADESMAN OR SUBCONTRACTOR PERFORMING THOSE TRADES SHALL BE LICENSED.</div> <div>6. THE CONTRACTOR SHALL PROVIDE THE NECESSARY CERTIFICATIONS OF ALL WORKERS ON THE TOWER TO THE OWNER OR THE PROJECT MANAGER UPON REQUEST.</div> <div>7. THE CONTRACTOR SHALL BE EXPERIENCED IN THE PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY AND THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED.</div> <div>8. PRIOR TO THE SUBMISSION OF THE BID, THE CONTRACTOR SHALL VISIT THE JOB SITE, VERIFY ALL DIMENSIONS, POTENTIAL SAFETY HAZARDS, AND BECOME FAMILIAR WITH THE FIELD CONDITIONS. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER AND STRUCTURAL ENGINEERING.</div> <div>9. DO NOT SCALE DRAWINGS. USE DIMENSIONS.</div> <div>10. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS UNLESS SPECIFICALLY OTHERWISE NOTED.</div> <div>11. ALL MATERIALS SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE DRAWINGS. ANY AND ALL SUBSTITUTIONS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL BY THE PROJECT MANAGER AND THE ENGINEER OF RECORD PRIOR TO PROCUREMENT.</div> <div>12. ALL MEANS AND METHODS OF CONSTRUCTION DEALING WITH TOWER CONSTRUCTION AND SAFETY, STEEL ERECTION, EXCAVATIONS, SCAFFOLDING, FORMWORK, AND WORK IN CONFINED SPACES ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.</div> <div>13. THE CONTRACTOR SHALL PROVIDE SUFFICIENT TEMPORARY BRACING AND/OR SHORING OF ALL STRUCTURAL AND NON–STRUCTURAL ELEMENTS DURING CONSTRUCTION UNTIL ALL STRUCTURAL ELEMENTS HAVE BEEN PROPERLY INSTALLED.</div> <div>14. THE CONTRACTOR SHALL COORDINATE WITH THE PROJECT MANAGER IF ANY WIRELESS CARRIER DOWNTIME WILL BE REQUIRED FOR THE PROJECT. DO NOT PERFORM ANY WORK ON THE TOWER UNTIL ALL NECESSARY DOWNTIME HAS BEEN APPROVED.</div> <div>15. WORK IS TO BE CONTAINED TO THE SITE COMPOUND AREA ONLY. ANY OUTSIDE OR ADJACENT PROPERTY NEEDED FOR ACCESS OR TO COMPLETE THE WORK SHALL BE COORDINATED WITH THE PROJECT MANAGER PRIOR TO CONSTRUCTION.</div> <div>16. THE CONTRACTOR SHALL COORDINATE SITE ACCESS AND SECURITY WITH THE PROPERTY OWNER AND THE PROJECT MANAGER PRIOR TO CONSTRUCTION.</div> <div>17. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING SITE CONDITIONS AND UPON COMPLETION OF WORK REPAIR BACK TO ORIGINAL CONDITIONS ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION.</div> <div>18. THE CONTRACTOR SHALL KEEP THE CONSTRUCTION SITE CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION, SUBJECT TO APPROVAL BY THE PROPERTY OWNER AND THE PROJECT MANAGER.</div> <div>19. THE CONTRACTOR SHALL PROVIDE ON–SITE TRASH RECEPTACLES FOR COLLECTION OF NON–TOXIC DEBRIS. ALL TRASH SHALL BE COLLECTED ON A DAILY BASIS.</div> <div>20. ALL TOXIC AND ENVIRONMENTALLY HAZARDOUS SUBSTANCES SHALL BE USED AND DISPOSED OF IN ACCORDANCE WITH MANUFACTURER’S SPECIFICATIONS. UNDER NO CIRCUMSTANCES SHALL RINSING OR DUMPING OF THESE SUBSTANCES OCCUR ON–SITE.</div> <div>21. UNLESS NOTED OTHERWISE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL PERMITS NECESSARY FOR CONSTRUCTION.</div> <div>22. INCORRECTLY FABRICATED, DAMAGED, OR OTHERWISE MISFITTING OR NONCONFORMING MATERIALS SHALL BE REPORTED TO THE PROJECT MANAGER AND ENGINEER, AND SHALL REQUIRE APPROVAL PRIOR TO PERFORMING ANY REMEDIAL OR CORRECTIVE ACTION.</div> <div>23. THE PROJECT MANAGER MAY RETAIN THE SERVICES OF A TESTING LABORATORY TO PERFORM QUALITY ASSURANCE TESTING ON VARIOUS PORTIONS OF THE CONTRACTOR’S WORK. WHEN REQUESTED, THE CONTRACTOR SHALL INFORM THE TESTING LABORATORY AND ASSIST THEM IN COMPLETING THE TESTS.</div> <div>24. THE CONTRACTOR SHALL MAINTAIN AND SUPPLY THE PROJECT MANAGER WITH AS–BUILT PLANS UPON COMPLETION OF THE PROJECT.</div>		<div>SECTION 09 97 15</div> <div>COATING SYSTEMS FOR TELECOMMUNICATION EQUIPMENT</div> <div>PART 1 GENERAL</div> <div>1.01 SUMMARY</div> <div>A. Section includes painting and painting repair work associated with the installation of antennas, coaxial cables, and other common components with direct attachment to water tank facilities.</div> <div>1.02 REFERENCES</div> <div>A. Society for Protective Coatings (SSPC): www.sspc.org 1. Volume 1: Good Painting Practice 2. Volume 2: Systems and Specifications</div> <div>1.03 SUBMITTALS</div> <div>A. Product Data: Submit data sheet for each coating system.</div> <div>PART 2 PRODUCTS</div> <div>2.01 MATERIALS</div> <div>A. Manufacturers: 1. Sherwin Williams Company www.sherwin-williams.com 2. Tnemec Company www.tnemec.com 3. X-I-M Products www.ximbonder.com</div> <div>PART 3 EXECUTION</div> <div>3.01 EXAMINATION</div> <div>A. Visually evaluate surface preparation by comparison with pictorial standards of SSPC-VIS-1-89.</div> <div>3.02 PREPARATION</div> <div>A. Remove all surface contaminants in accordance with SSPC-SP1 Solvent Cleaning. 1. Do not use hydrocarbon solvents on surfaces to be coated with water-based coatings.</div> <div>B. Clean and remove all rust, slag, weld splatter, weld scabs, mill scale, and loose paint.</div> <div>C. Protect areas adjacent to welding & or grinding operations to prevent damage of surrounding intact paint system.</div> <div>D. Ferrous Metal: SSPC-SP6 Commercial Blast Cleaning</div> <div>E. Galvanized Steel: SSPC-SP7 Brush Off Blast</div> <div>F. Antenna Covers, Coaxial Cable, Non-metallic Substrates and Previously Painted Surfaces: Scarify to de-gloss. SSPC-SP1 with a non-hydrocarbon solvent.</div> <div>G. Surface profile shall be in accordance with manufacturer's product recommendation.</div> <div>H. Re-blast all surfaces: 1. Where rusting has recurred. 2. That do not meet the requirements of these specifications.</div> <div>3.03 APPLICATION</div> <div>A. Coatings shall be applied in accordance with manufacturer's printed instructions.</div> <div>Coating Systems for Telecommunication Equipment 09 97 15 - 1</div> <div>B. Surfaces to be coated shall be clean, dry, and free of airborne dust and contaminants at the time of application and while film is forming.</div> <div>C. Finish coat shall be uniform in color and sheen without streaks, laps, runs, sags or missed areas.</div> <div>D. Shop Painting: Tape-off (2-inch minimum) surfaces that will be in the <i>Heat-Affected-Zone</i> during field welding.</div> <div>E. Component Painting: 1. Interior Exposed Ferrous Metal and Galvanized Steel: a. Product: Sherwin Williams Macropoxy 646 or Tnemec Series 161 1) Number of Coats: 2 2) Dry Film Thickness: 4.0–6.0 mils (per coat) 3) Color: By Owner 2. Exterior Exposed Ferrous Metal and Galvanized Steel: a. Primer: Sherwin Williams Macropoxy 646 or Tnemec Series 161 or N89 1) Number of Coats: 1 2) Dry Film Thickness: 4.0–6.0 mils 3) Color: By Owner b. Finish: Sherwin Williams Acrolon 218 or Tnemec Series 10740/10750 1) Number of Coats: 1 2) Dry Film Thickness: 2.0–3.0 mils 3) Color: By Owner 3. Antenna Covers: a. Primer: Sherwin Williams Pro-Cryl Primer 1) Number of Coats: 1 2) Dry Film Thickness: 2.0–4.0 mils b. Finish: Sherwin Williams Sher-Cryl HPA 1) Number of Coats: 1 2) Dry Film Thickness: 2.5–4.0 mils 3) Color: By Owner 4. Coaxial Cable a. Primer: X-I-M 1138 1) Number of Coats: 1 2) Dry Film Thickness: 2.0–3.0 mils b. Finish: Sherwin Williams Sher-Cryl HPA 1) Number of Coats: 1 2) Dry Film Thickness: 2.5–4.0 mils 3) Color: By Owner</div> <div>3.04 REPAIR OF AREAS DAMAGED BY WELDING</div> <div>A. Prepare the damage by one of the two following methods as directed by the Engineer. 1. Abrasive-blast to SSPC-SP6. 2. Mechanically clean to SSPC-SP11.</div> <div>B. Feather edges to provide smooth coating transition.</div> <div>C. Apply prime coat to bare metal surface.</div> <div>D. Mask off rectangular area around prime coat.</div> <div>E. Apply finish coat.</div> <div>3.05 QUALITY CONTROL</div> <div>A. Measure dry film thickness with a magnetic film thickness gage in accordance with SSPC-PA2.</div> <div>B. Visually inspect dried film for fums, sags, dry spray, overspray, embedded particles and missed areas.</div> <div>C. Repair defective or damaged areas in accordance with Articles 3.02 and 3.03.</div> <div>END OF SECTION</div> <div>Coating Systems for Telecommunication Equipment 09 97 15 - 2</div>	<div>ABBREVIATIONS</div> <div>AFF ABOVE FINISHED FLOOR</div> <div>AFG ABOVE FINISHED GRADE</div> <div>AGL ABOVE GROUND LEVEL</div> <div>AMSL ABOVE MEAN SEA LEVEL</div> <div>APPROX APPROXIMATE</div> <div>ATS AUTOMATIC TRANSFER SWITCH</div> <div>AWG AMERICAN WIRE GAUGE</div> <div>BLDG BUILDING</div> <div>BBU BASE BAND UNIT</div> <div>CL CENTERLINE</div> <div>CLR CLEAR</div> <div>COL COLUMN</div> <div>CONC CONCRETE</div> <div>CND CONDUIT</div> <div>CRAN CENTRALIZED RAN</div> <div>C–RAN CLOUD RAN</div> <div>DWG DRAWING</div> <div>FT FOOT(FEET)</div> <div>EGB EQUIPMENT GROUND BAR</div> <div>ELEC ELECTRICAL</div> <div>EMT ELECTRICAL METALLIC TUBING</div> <div>ELEV ELEVATION</div> <div>EQUIP EQUIPMENT</div> <div>(E) EXISTING</div> <div>EXT EXTERIOR</div> <div>FND FOUNDATION</div> <div>F FIBER</div> <div>GA GAUGE</div> <div>GALV GALVANIZED</div> <div>GPS GLOBAL POSITIONING SYSTEM</div> <div>GND GROUND</div> <div>GSM GLOBAL SYSTEM FOR MOBILE COMMUNICATION</div> <div>LTE LONG TERM EVOLUTION</div> <div>MAX MAXIMUM</div> <div>MFR MANUFACTURER</div> <div>MGB MASTER GROUND BAR</div> <div>MIN MINIMUM</div> <div>MIMO MULTIPLE IN MULTIPLE OUT</div> <div>N.T.S. NOT TO SCALE</div> <div>O.C. ON CENTER</div> <div>PPC POWER PROTECTION CABINET</div> <div>PL PROPERTY LINE</div> <div>RAN RADIO ACCESS NETWORK</div> <div>RBS RADIO BASED STATION</div> <div>RRH REMOTE RADIO HEAD</div> <div>RGS RIGID GALVANIZED STEEL</div> <div>IN INCH(ES)</div> <div>INT INTERIOR</div> <div>LB(S), # POUND(S)</div> <div>SF SQUARE FOOT</div> <div>STL STEEL</div> <div>TYP TYPICAL</div> <div>UNO UNLESS NOTED OTHERWISE</div> <div>UMTS UNIVERSAL MOBILE TELE–COMMUNICATION SYSTEM</div> <div>VIF VERIFY IN FIELD</div> <div>W/ WITH</div> <div>XFMR TRANSFORMER</div>	<div>SYMBOLS</div> <div> REVISION</div> <div> WORK POINT</div> <div> UTILITY POLE</div> <div> BRICK</div> <div> COMPRESSED STONE</div> <div> CONCRETE</div> <div> EARTH</div> <div> GRAVEL</div> <div> MASONRY</div> <div> STEEL</div> <div> CENTERLINE</div> <div> PROPERTY LINE</div> <div> LEASE LINE</div> <div> EASEMENT LINE</div> <div> FENCE</div> <div> CHAINLINK WOOD</div> <div> WROUGHT IRON</div> <div> ELECTRIC OVERHEAD</div> <div> UNDERGROUND</div> <div> FIBER OVERHEAD</div> <div> UNDERGROUND</div> <div> TELEPHONE OVERHEAD</div> <div> UNDERGROUND</div> <div> DCPOWER</div> <div> SECTION REFERENCE</div>	<div>Section 13, Item B.</div> <div></div> <div>1400 OPUS PLACE DOWNERS GROVE, IL 60515</div> <div></div> <div>1100 E. WOODFIELD ROAD, SUITE 500 SCHAUMBURG, ILLINOIS 60173 TEL: 847-908-8400 COA# 3620-11 www.fullerton-us.com</div> <table><tr><th>REV</th><th>DATE</th><th>DESCRIPTION</th><th>BY</th></tr><tr><td>2</td><td>9/28/21</td><td>REV. FINAL</td><td>KC</td></tr><tr><td>3</td><td>03/25/22</td><td>REV. FINAL</td><td>MK</td></tr><tr><td>4</td><td>10/04/23</td><td>REV. FINAL</td><td>RO</td></tr><tr><td>5</td><td>10/12/23</td><td>REV. FINAL</td><td>MK</td></tr><tr><td>6</td><td>11/13/23</td><td>REV. FINAL</td><td>MK</td></tr><tr><td>7</td><td>12/18/23</td><td>REV. FINAL</td><td>MK</td></tr></table> <div>I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE CODES.</div> <div></div> <div>SITE NAME</div> <div>ML82089A</div> <div>SITE NUMBER:</div> <div>ML82089A / ML33XC002</div> <div>SITE ADDRESS</div> <div>509 O'CONNELL ST WATERTOWN, WI 53094</div> <div>SHEET NAME</div> <div>GENERAL NOTES</div> <div>SHEET NUMBER</div> <div>N-1</div> <div>TMO Signatory Level: L06</div> <div>112</div>	REV	DATE	DESCRIPTION	BY	2	9/28/21	REV. FINAL	KC	3	03/25/22	REV. FINAL	MK	4	10/04/23	REV. FINAL	RO	5	10/12/23	REV. FINAL	MK	6	11/13/23	REV. FINAL	MK	7	12/18/23	REV. FINAL	MK
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GENERAL NOTES	1	COATING SPECIFICATIONS	2	LEGEND	3																												



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ML82089A

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ML33XC002

509 O'CONNELL ST
WATERTOWN, WI 53094

SITE PLAN

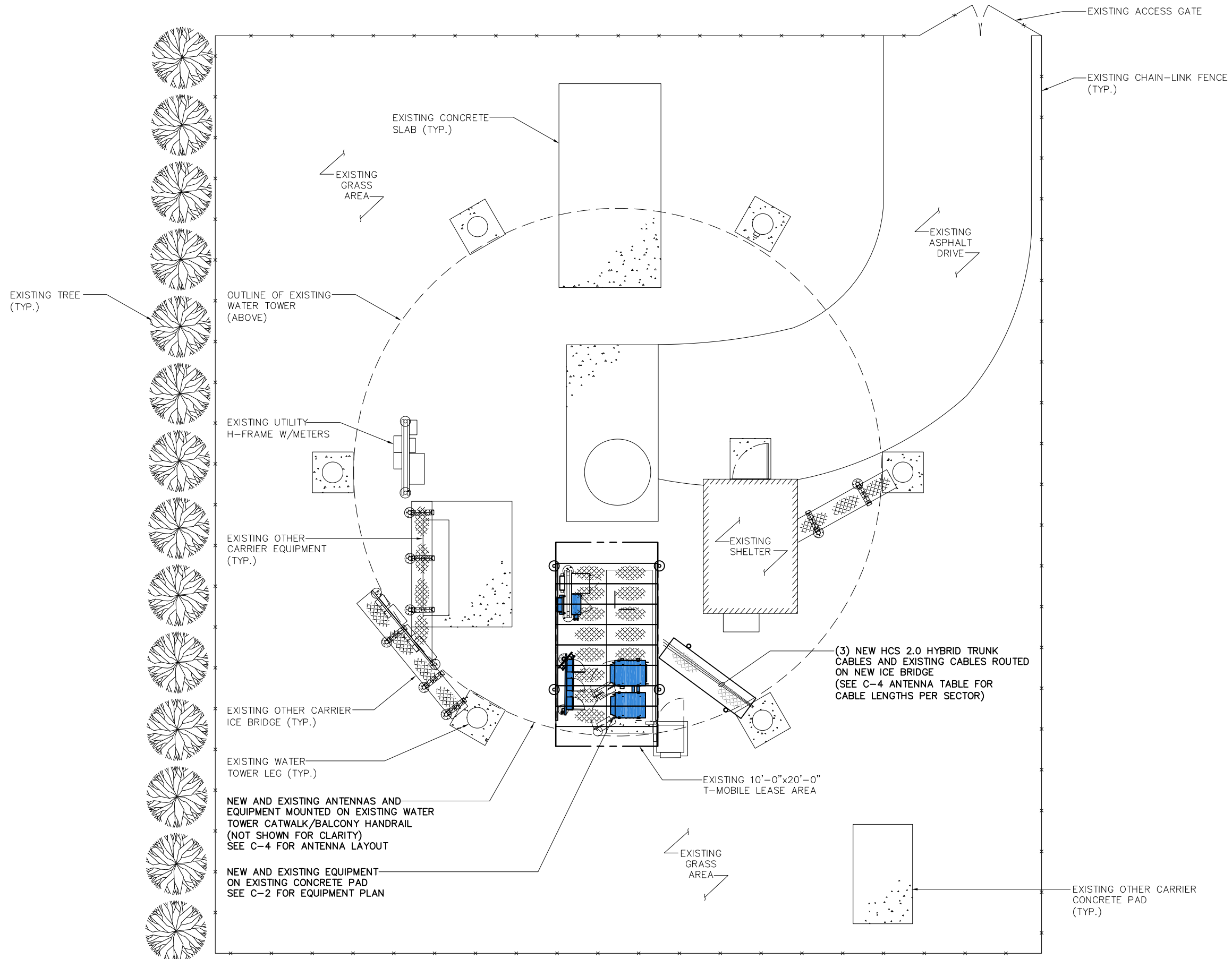
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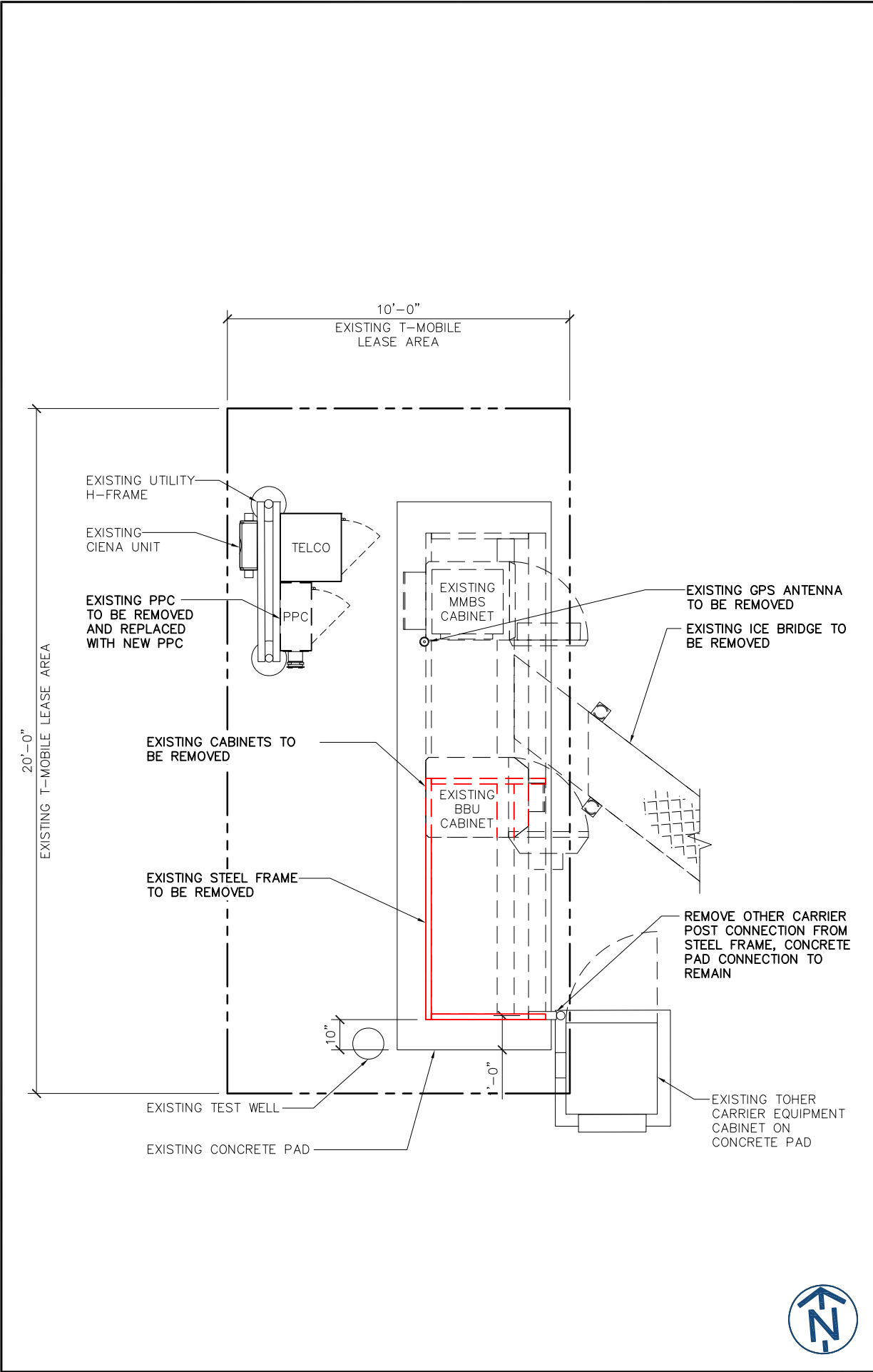
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SCALE 1" = 10'-0" | 1

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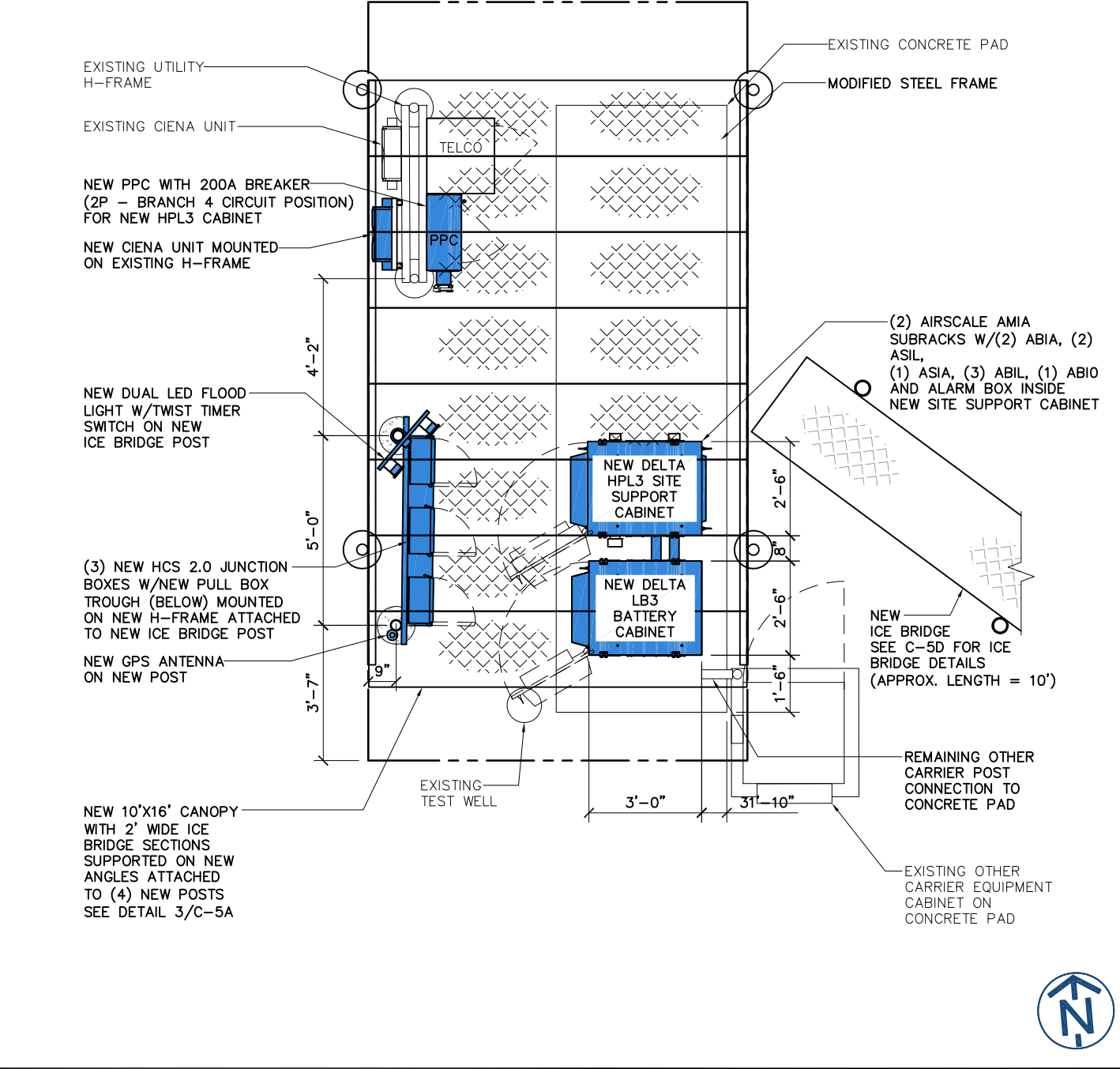


EXISTING EQUIPMENT PLAN

SCALE: 1/4" = 1'-0"

1

NOTE:
CONTRACTOR TO CALL THE WISCONSIN DIGGERS HOTLINE PRIOR TO INSTALLATION OF H-FRAME, LIGHT POST AND CONDUIT.



NEW EQUIPMENT PLAN

SCALE: 1/4" = 1'-0"

2

Section 13, Item B.

1400 OPUS PLACE
DOWNERS GROVE, IL 60515

1100 E. WOODFIELD ROAD, SUITE 500
SCHAUMBURG, ILLINOIS 60173
TEL: 847-908-8400
COA# 3620-11
www.fullerton-us.com

REV	DATE	DESCRIPTION	BY
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SITE NAME

ML82089A

SITE NUMBER:

ML82089A / ML33XC002

SITE ADDRESS

509 O'CONNELL ST
WATERTOWN, WI 53094

SHEET NAME

EQUIPMENT PLAN

SHEET NUMBER

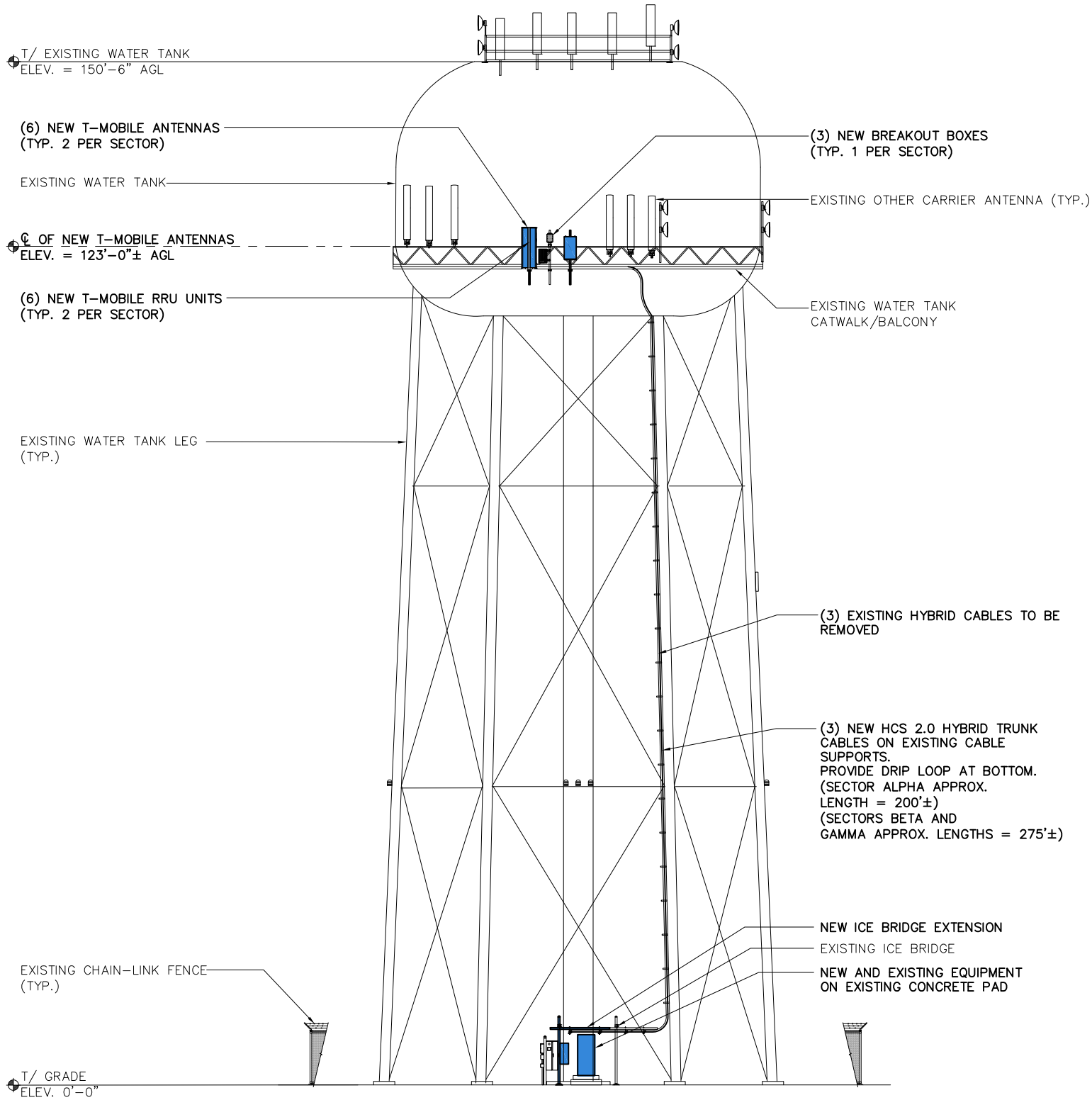
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TMO Signatory Level: L06

114

NOTES:

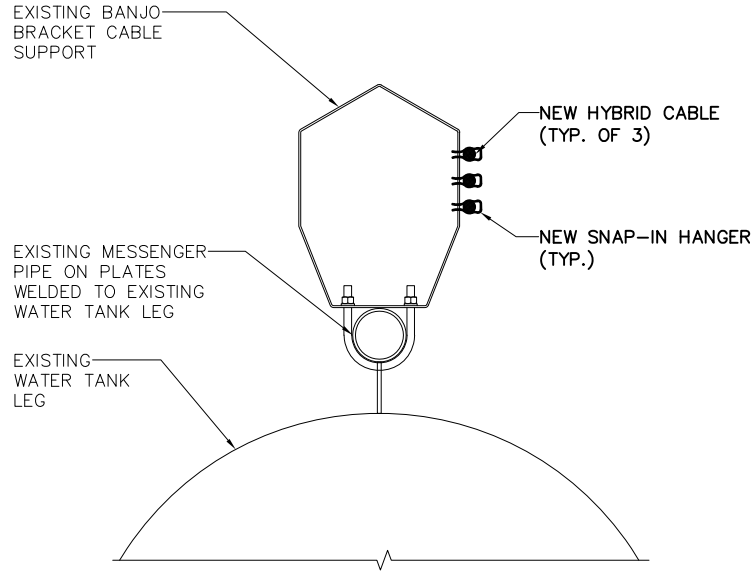
1. CALCULATIONS FOR THE STRUCTURE AND ANTENNA MOUNTS WERE PREPARED BY FULLERTON AND THOSE CALCULATIONS CERTIFY THE CAPACITY OF THE STRUCTURE TO SUPPORT THE NEW EQUIPMENT



ELEVATION

SCALE: 1" = 20'-0"

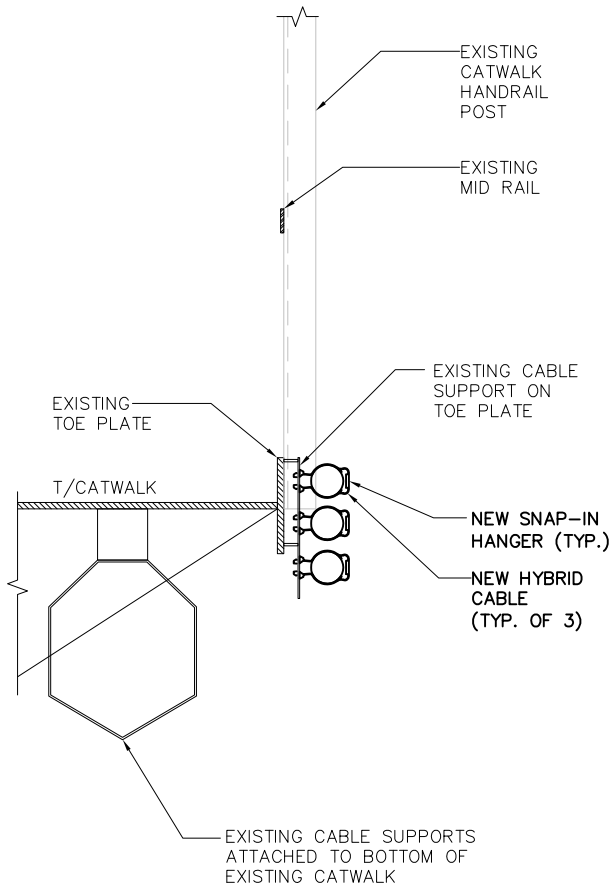
1



CABLE ATTACHMENT ON WATER TANK LEG

SCALE: N.T.S.

2



CABLE ATTACHMENT ON CATWALK / HANDRAIL

SCALE: N.T.S.

3

Section 13, Item B.



1400 OPUS PLACE
DOWNERS GROVE, IL 60515



1100 E. WOODFIELD ROAD, SUITE 500
SCHAUMBURG, ILLINOIS 60173
TEL: 847-908-8400
COA# 3620-11
www.fullerton-us.com

REV	DATE	DESCRIPTION	BY
2	9/28/21	REV. FINAL	KC
3	03/25/22	REV. FINAL	MK
4	10/04/23	REV. FINAL	RO
5	10/12/23	REV. FINAL	MK
6	11/13/23	REV. FINAL	MK
7	12/18/23	REV. FINAL	MK

I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE CODES.



SITE NAME

ML82089A

SITE NUMBER:

ML82089A /
ML33XC002

SITE ADDRESS

509 O'CONNELL ST
WATERTOWN, WI 53094

SHEET NAME

SITE ELEVATION
AND DETAILS

SHEET NUMBER

C-3

TMO Signatory Level: L06

115

PROJ: 2023.0214.0081



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7	12/18/23	REV. FINAL	MK

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509 O'CONNELL ST
WATERTOWN, WI 53094

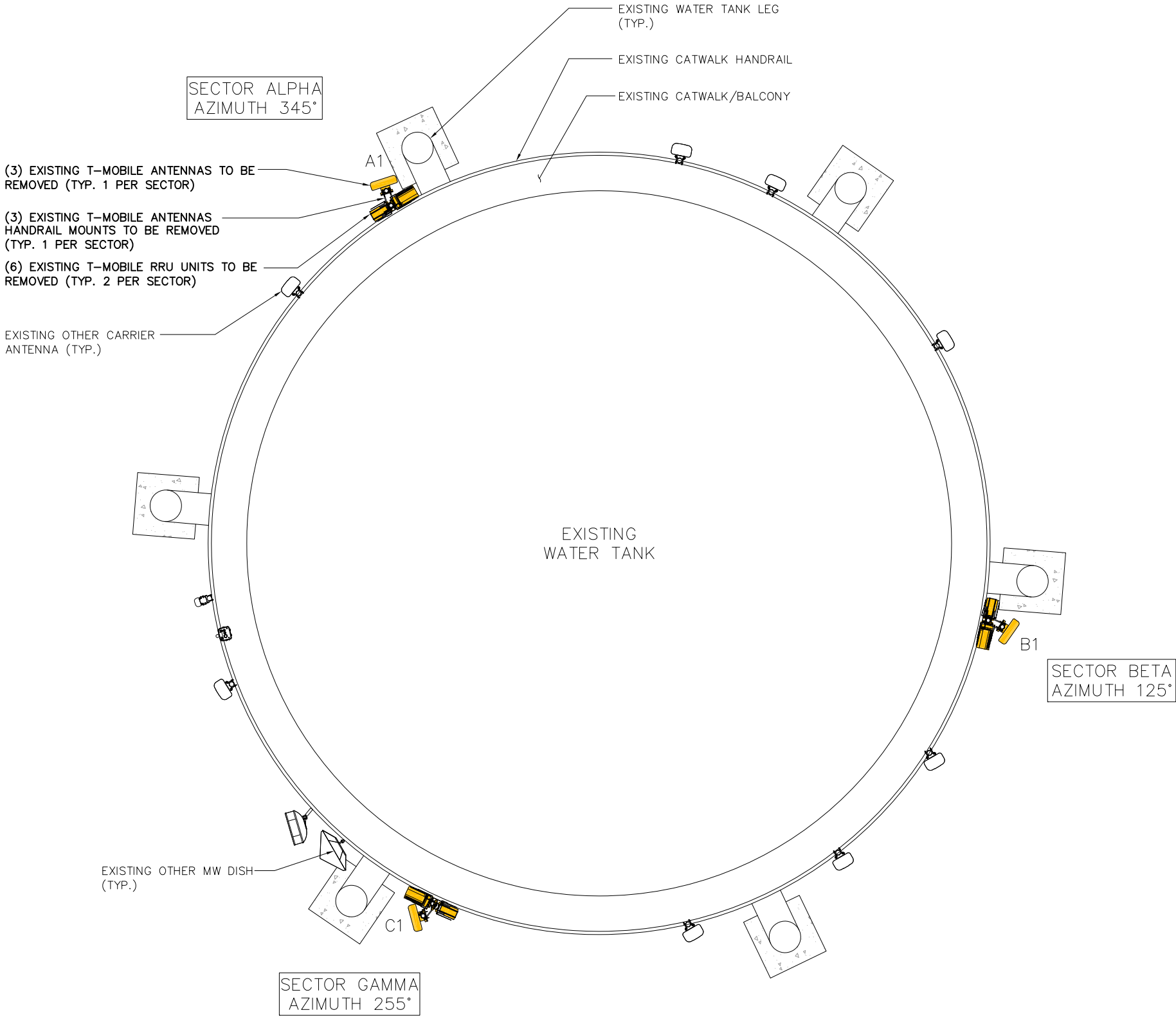
SHEET NAME

EXISTING ANTENNA
LAYOUT

SHEET NUMBER

C-4

TMO Signatory Level: L06





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7	12/18/23	REV. FINAL	MK

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SITE NAME

ML82089A

SITE NUMBER:

ML82089A /
ML33XC002

SITE ADDRESS

509 O'CONNELL ST
WATERTOWN, WI 53094

SHEET NAME

NEW ANTENNA
LAYOUT

SHEET NUMBER

C-4A

TMO Signatory Level: L06

- (3) NEW T-MOBILE FFVY-65B-R3-V1 ANTENNAS ON NEW HANDRAIL MOUNTS (TYP. 1 PER SECTOR)
- (3) NEW T-MOBILE AHFIG RRU UNITS ON NEW FPKA MOUNTS (TYP. 1 PER SECTOR)
- (3) NEW T-MOBILE AHLOA RRU UNITS (TYP. 1 PER SECTOR)
- (3) NEW BREAKOUT BOXES (TYP. 1 PER SECTOR)
- (3) NEW AEHC ANTENNAS ON NEW HANDRAIL MOUNTS (TYP. 1 PER SECTOR)
- EXISTING OTHER CARRIER ANTENNA (TYP.)
- EXISTING WATER TANK LEG (TYP.)
- EXISTING CATWALK HANDRAIL
- EXISTING CATWALK/BALCONY
- (9) NEW MOUNTING PIPES ON EXISTING HANDRAIL (TYP. 3 PER SECTOR) SEE S-1 AND S-2 FOR DETAILS
- NEW ANTENNA MOUNT ON EXISTING HANDRAIL (TYP. ALL SECTORS) SEE S-1 AND S-2 FOR DETAILS

SECTOR GAMMA
AZIMUTH 250°

SECTOR ALPHA
AZIMUTH 0°

SECTOR BETA
AZIMUTH 130°

EXISTING
WATER TANK

EXISTING OTHER MW DISH
(TYP.)



	<div>ANTENNA SCHEDULE</div> <table><tr><td>SECTOR</td><td colspan="2">ALPHA</td><td colspan="2">BETA</td><td colspan="2">GAMMA</td></tr><tr><td>ANTENNA POSITION</td><td>A1</td><td>A2</td><td>B1</td><td>B2</td><td>C1</td><td>C2</td></tr><tr><td>ANTENNA TYPE</td><td>L600 + N600 + L1900 + N1900 + L2100 + N2100</td><td>N2500</td><td>L600 + N600 + L1900 + N1900 + L2100 + N2100</td><td>N2500</td><td>L600 + N600 + L1900 + N1900 + L2100 + N2100</td><td>N2500</td></tr><tr><td>AZIMUTH</td><td>0°</td><td>0°</td><td>130°</td><td>130°</td><td>250°</td><td>250°</td></tr><tr><td>RAD CENTER (AGL)</td><td>123'</td><td>123'</td><td>123'</td><td>123'</td><td>123'</td><td>123'</td></tr><tr><td>ANTENNA MODEL</td><td>COMMScope – FFVV–65B–R3–VI</td><td>NOKIA – AEHC BAND 41</td><td>COMMScope – FFVV–65B–R3–VI</td><td>NOKIA – AEHC BAND 41</td><td>COMMScope – FFVV–65B–R3–VI</td><td>NOKIA – AEHC BAND 41</td></tr><tr><td>RRU MODEL</td><td>(1) AHFIG (1) AHLOA</td><td>–</td><td>(1) AHFIG (1) AHLOA</td><td>–</td><td>(1) AHFIG (1) AHLOA</td><td>–</td></tr><tr><td>HYBRID TRUNK LENGTH</td><td colspan="2">225'± HYBRID CABLE</td><td colspan="2">300'± HYBRID CABLE</td><td colspan="2">300'± HYBRID CABLE</td></tr><tr><td>HYBRID JUMPER LENGTH</td><td>15'–0"</td><td>15'–0"</td><td>15'–0"</td><td>15'–0"</td><td>15'–0"</td><td>15'–0"</td></tr><tr><td>RF JUMPER LENGTH</td><td>15'–0"</td><td>–</td><td>15'–0"</td><td>–</td><td>15'–0"</td><td>–</td></tr></table>				SECTOR	ALPHA		BETA		GAMMA		ANTENNA POSITION	A1	A2	B1	B2	C1	C2	ANTENNA TYPE	L600 + N600 + L1900 + N1900 + L2100 + N2100	N2500	L600 + N600 + L1900 + N1900 + L2100 + N2100	N2500	L600 + N600 + L1900 + N1900 + L2100 + N2100	N2500	AZIMUTH	0°	0°	130°	130°	250°	250°	RAD CENTER (AGL)	123'	123'	123'	123'	123'	123'	ANTENNA MODEL	COMMScope – FFVV–65B–R3–VI	NOKIA – AEHC BAND 41	COMMScope – FFVV–65B–R3–VI	NOKIA – AEHC BAND 41	COMMScope – FFVV–65B–R3–VI	NOKIA – AEHC BAND 41	RRU MODEL	(1) AHFIG (1) AHLOA	–	(1) AHFIG (1) AHLOA	–	(1) AHFIG (1) AHLOA	–	HYBRID TRUNK LENGTH	225'± HYBRID CABLE		300'± HYBRID CABLE		300'± HYBRID CABLE		HYBRID JUMPER LENGTH	15'–0"	15'–0"	15'–0"	15'–0"	15'–0"	15'–0"	RF JUMPER LENGTH	15'–0"	–	15'–0"	–	15'–0"	–	<div>Section 13, Item B.</div> <div><div><div></div><div>Mobile</div></div><div>1400 OPUS PLACE DOWNERS GROVE, IL 60515</div></div> <div><div><div>Fullerton</div><div>DESIGN DEVELOP CONSTRUCT</div></div><div>1100 E. WOODFIELD ROAD, SUITE 500 SCHAUMBURG, ILLINOIS 60173 TEL: 847-908-8400 COA# 3620-11 www.fullerton-us.com</div></div> <table><tr><td>REV</td><td>DATE</td><td>DESCRIPTION</td><td>BY</td></tr><tr><td>2</td><td>9/28/21</td><td>REV. FINAL</td><td>KC</td></tr><tr><td>3</td><td>03/25/22</td><td>REV. FINAL</td><td>MK</td></tr><tr><td>4</td><td>10/04/23</td><td>REV. FINAL</td><td>RO</td></tr><tr><td>5</td><td>10/12/23</td><td>REV. FINAL</td><td>MK</td></tr><tr><td>6</td><td>11/13/23</td><td>REV. FINAL</td><td>MK</td></tr><tr><td>7</td><td>12/18/23</td><td>REV. FINAL</td><td>MK</td></tr></table> <div>I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE CODES.</div> <div><div><div>WISCONSIN</div><div>DANIEL W. SMITH 44096-6 SCHAUMBURG, IL</div><div>PROFESSIONAL ENGINEER</div></div></div> <div>SITE NAME</div> <div>ML82089A</div> <div>SITE NUMBER:</div> <div>ML82089A / ML33XC002</div> <div>SITE ADDRESS</div> <div>509 O'CONNELL ST WATERTOWN, WI 53094</div> <div>SHEET NAME</div> <div>ANTENNA SCHEDULE AND COLOR CODING</div> <div>SHEET NUMBER</div> <div>C-4B</div> <div>TMO Signatory Level: L06</div>		REV	DATE	DESCRIPTION	BY	2	9/28/21	REV. FINAL	KC	3	03/25/22	REV. FINAL	MK	4	10/04/23	REV. FINAL	RO	5	10/12/23	REV. FINAL	MK	6	11/13/23	REV. FINAL	MK	7	12/18/23	REV. FINAL	MK
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NOT USED	1	ANTENNA TABLE	3																																																																																																					
	<div>Coax Color Coding</div> <div><div><div>Antennas will be labeled (back of antenna view) Right to left 1 - X ports</div><div>Coax/Jumper lines will be identified by sector color and by number of bands around the coax/jumper</div></div><table><tr><td>Sector A</td><td>Red</td></tr><tr><td>Sector B</td><td>Green</td></tr><tr><td>Sector C</td><td>Blue</td></tr><tr><td>Sector D</td><td>Yellow</td></tr><tr><td>Sector E</td><td>White</td></tr><tr><td>Sector F</td><td>Purple</td></tr><tr><td>LMU</td><td>Brown + Sector Color Bands (1,2)</td></tr><tr><td>Fiber ID</td><td>Grey</td></tr><tr><td>Unused Coax</td><td>Pink</td></tr><tr><td>Microwave</td><td>Orange</td></tr><tr><td>PWE T-1's + GPS Downlink cable</td><td>ID w/Label Maker</td></tr></table><div><div>Antenna #1</div><div>Antenna #2</div><div>Antenna #3</div><div>Antenna #4</div></div><div><div>Front of the Antenna</div><div><div>XX</div><div>XX</div><div>XX</div><div>XX</div></div><div><div>XX</div><div>XX</div><div>XX</div><div>XX</div></div><div><div>XX</div><div>XX</div><div>XX</div><div>XX</div></div><div><div>XX</div><div>XX</div><div>XX</div><div>XX</div></div></div><div><div>Example – Coax with four bands of RED tape will represent <u>Alpha sector</u> and the <u>4th port of antenna</u>.</div></div></div>				Sector A	Red	Sector B	Green	Sector C	Blue	Sector D	Yellow	Sector E	White	Sector F	Purple	LMU	Brown + Sector Color Bands (1,2)	Fiber ID	Grey	Unused Coax	Pink	Microwave	Orange	PWE T-1's + GPS Downlink cable	ID w/Label Maker																																																																														
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SITE ADDRESS

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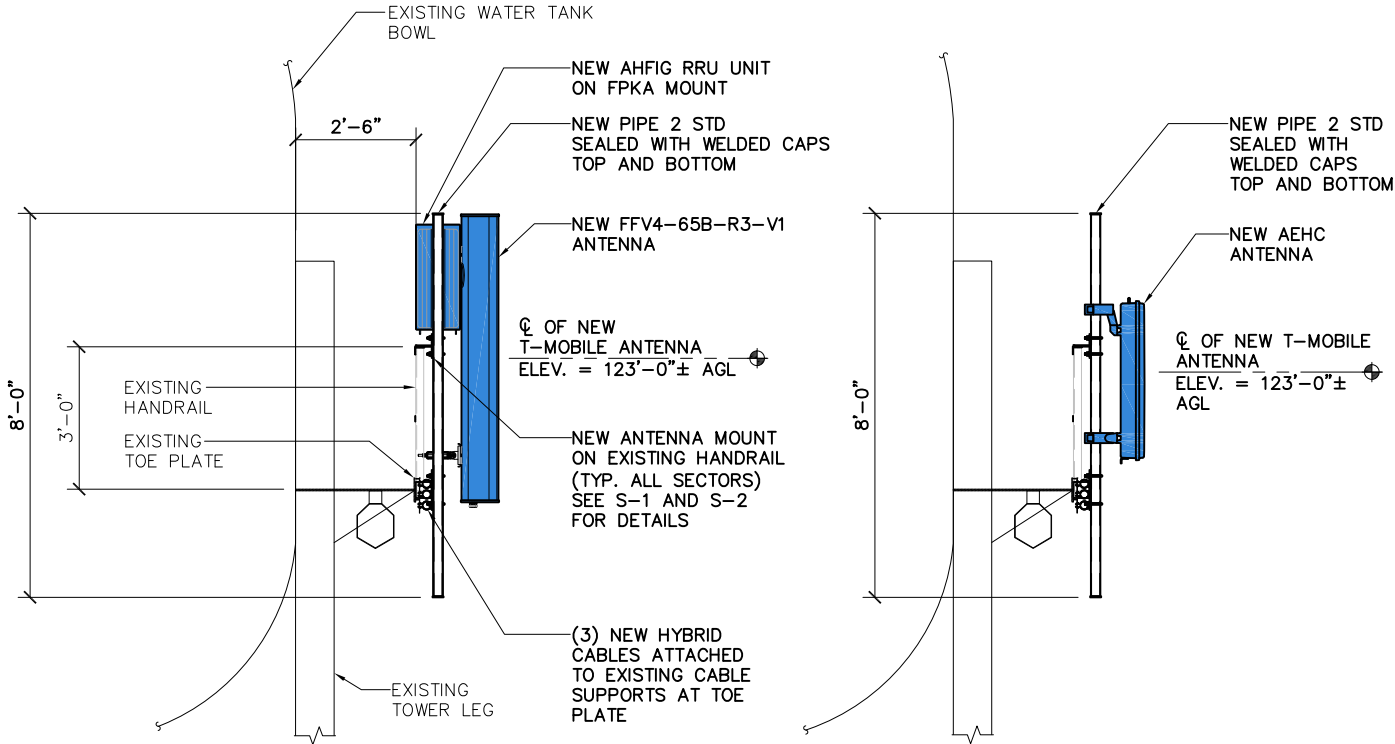
SHEET NAME

ANTENNA MOUNTING
DETAILS AND NOTES

SHEET NUMBER

C-4C

TMO Signatory Level: L06



1. ALL ATTACHMENT TO PAINTED SURFACE ARE TO INCLUDE THE PLACEMENT OF NEOPRENE STRIPS BETWEEN HARDWARE AND POINTS OF CONTACT TO REDUCE/ELIMINATE DAMAGE TO THE PAINTED SURFACE. METAL SHIMS ARE REQUIRED IN SITUATIONS WHERE TIGHTENING A CLAMP MAY CAUSE THE NEOPRENE TO TEAR CAUSING METAL TO METAL CONTACTS. WHERE POSSIBLE EXPOSED NEOPRENE SHOULD BE WRAPPED WITH WHITE TAPE. FASTENING SEQUENCE SHOULD INCLUDE NYLON WASHERS BETWEEN THE PAINTED SURFACE AND THE GALVANIZED WASHER.
2. PROPOSED ANTENNAS AND MOUNTING PIPES INSTALLED ON THE EXTERIOR OF THE WATER TOWER SHALL BE SHOP PAINTED TO MATCH THE COLOR OF THE WATER TOWER.
3. ALL PROPOSED EXTERIOR MOUNTING PIPES ARE TO HAVE WELDED END CAPS. EXISTING MOUNTING PIPES, IF NOT CAPPED, ARE TO BE CAPPED AT BOTH ENDS WITH RUBBER CAPS.
4. CONTRACTOR TO TOUCH UP EXISTING ANTENNA MOUNTING PIPES. DEPENDING UPON THEIR CONDITION (DAMAGED/FAILED), THE CITY MAY REQUEST REPLACEMENT.
5. ALL MOUNTING HARDWARE IS TO BE GALVANIZED AND/OR PROVIDED IN A NON-CORRODING MATERIAL.
6. ALL ANTENNA FEED LINES, JUMPERS, COAX AND HYBRID CABLE CANNOT INTERFERE WITH TOP OF THE HANDRAIL AND MUST BE ROUTED AS SUCH THAT THEY COMPLY WITH OSHA REQUIREMENTS REGARDING HANDRAILS.
7. THE INSTALLATION OF NEW EQUIPMENT WILL BE PLACED BEHIND THE ANTENNAS AND IN A MANNER THAT MAINTAINS THE HANDRAIL'S COMPLIANCE WITH CURRENT OSHA GUIDELINES FOR ACCESS
8. ALL ABANDONED ANTENNAS, COAXIAL CABLE AND DETACHABLE EQUIPMENT THAT IS NO LONGER USED ARE TO BE REMOVED DURING FINAL MIGRATION.
9. ALL EQUIPMENT IS TO BE IDENTIFIED BY THE TENANT.

ANTENNA AND RRU ON CATWALK MOUNTING DETAILS

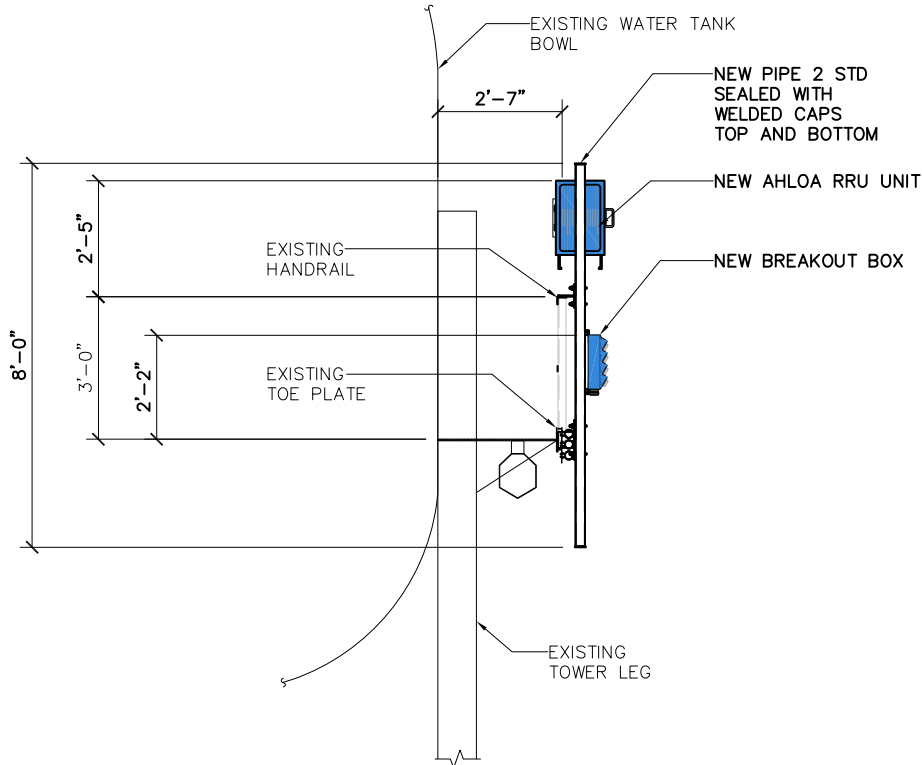
SCALE: 1/4" = 1'-0"

1

NOTES

SCALE: N.T.S.

3



RRU AND EQUIPMENT ON CATWALK MOUNTING DETAIL

SCALE: 1/4" = 1'-0"

2

NOT USED

4



HP-Large 3 Power Cabinet

Product Features

- Compact design for equipment, power and battery:
- 30RU supports 3 radios and transport equipment
 - 600A @ -48V power system
 - Slimline high efficiency rectifier
 - ORION Touch screen Controller
 - Rear Access Hatch

Direct air cooling solution, 6000W capacity, 5°C delta T
Easy slide-in filter replacement for Merv-13 or Gore filter Mates with:

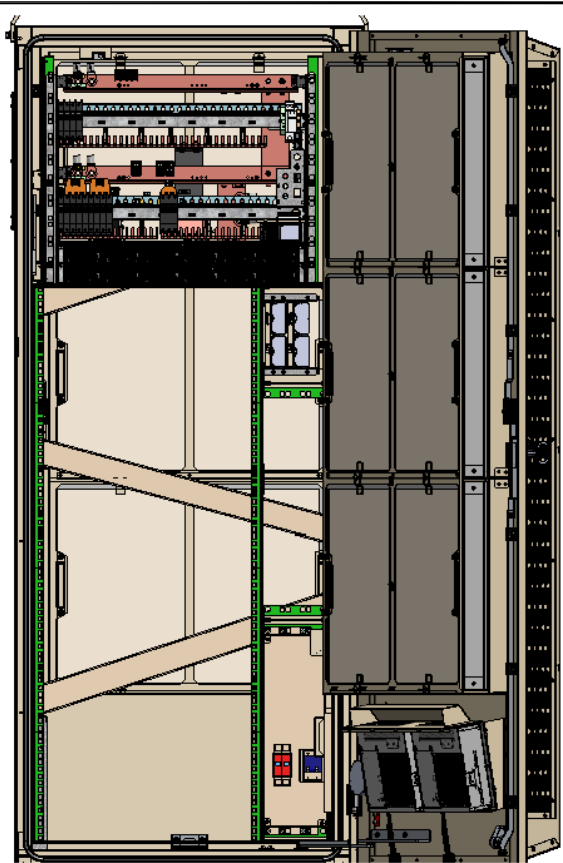
- New 2 string Slim Battery cabinet
- Large-2 battery cabinet
- V2 Equipment and battery cabinet

Designed to GR-487 specification

Specifications

Model	HP-Large 3 Power Cabinet
1. General	
Construction	Aluminum enclosure
Dimensions (W x H x D)	30 x 72 x 35 in.(762 x 1829 x 889mm), Depth with Door: 41 in. (1041mm)
Weight	~551 lbs (~270kg) (without customer equipment or batteries)
Internal rack dimension	Total Equipment space, 30RU: Horizontal rack: 19" x 27RU Vertical rack: 19" x 3RU Power System space: 23" x 12RU
Mounting options	Pad-mount, plinth option
Finish	Polyester Powder Paint (Tan)
Safety	UL Listed , IEC / EN 60950
2. Environment	
Operating temperature	-40°C to +50°C (-40°F to +122°F) with solar load, IP55
Protection class	designed to GR-487
Acoustics	5°C delta T: 70 dBA @ 6000W, 65dBA @5000W heat load
Humidity (relative)	95%,non-condensing (Max.)

3. Thermal management	
Cooling Equipment:	Direct Air Cooling 6000W, 5°C delta T (6) centrifugal redundant fans, (3) Merv-13 or optional GORE filters front door (3) Merv-13 filters rear hatch
Heating Equipment:	Forced air heating (2) 1000W AC heaters
4. Equipment	
Cable Entry	Knock-out plate on each upper side wall Additional knockouts each side (1) 3" conduit hole with hole plug
Door latch	3 point latching, 5/16 nut driver tool, pad-locking capability
Primary ground	10 double-hole 1/2"-20 threaded holes on 5/8" center ground bar
Lifting Ears	4 Lifting Tabs
Standard equipment	AC LoadCenter: 240V dual feed / (1) 200A + (1)100A 208V single feed / (1) 200A AC SurgeProtection for each breaker feed GFCI Receptacle 120V (6 form-C) Alarm Termination block (1) Thermal Probe 605A/ 54V (336kW) redundant Power System with DIN rail distribution: 12 rectifier positions (qty 3x55A DPR3000 rectifiers included) 52 poles for load (qty 1x150A, 3x10A load circuit breakers included) 16 poles for battery (qty 2x200A battery circuit breakers included) (2) SB350 generator connector LVD over-ride switch (2) SB175 Battery connections (2) SB350 Battery connections Front Door: (6) DC powered centrifugal fans with (3) MERV-13 filters, (GORE option) Clogged Filter alarm pressure switch Door intrusion alarm (2) 1000W AC powered heaters LED interior cabinet light Rear Hatch: Exhaust vent with (3) MERV-13 filters



Front Door Open

SITE SUPPORT CABINET

SCALE: N.T.S. 1



Large Battery 3 Cabinet

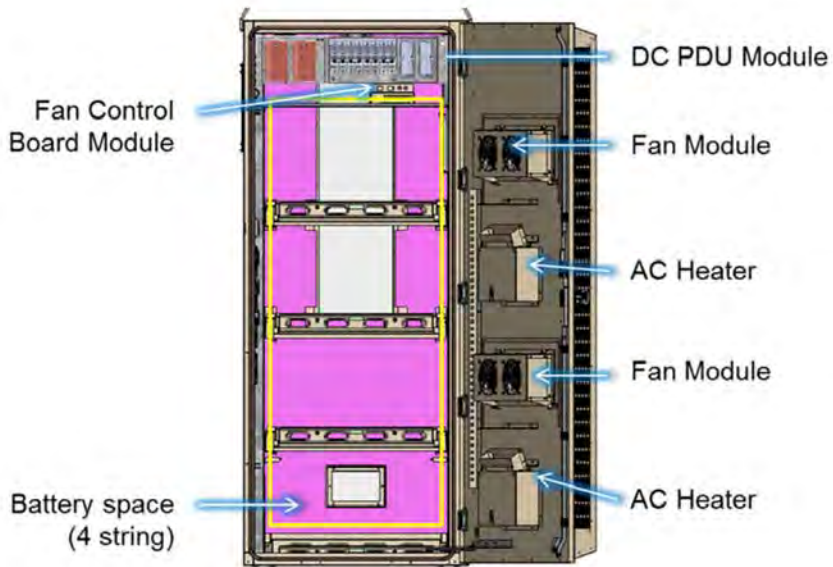
LB3 Site Support Enclosure

Product Feature

- Direct air cooling solution with optional Gore filter
- Supports four strings of -48V VRLA batteries up to 210Ah
- 600A bus bar with individual 200A breakers per string
- Bulk Input / Output with ability to daisy chain cabinets
- Connection kit includes cables with disconnects
- Rear hatch access
- Corrosion resistant aluminum construction
- Powder coated high gloss finish
- Designed to meet GR-487

Specifications

Model	Large 3 Battery (LB3) Cabinet
1. General	
Construction	Aluminum enclosure
Dimensions (W x H x D)	30 x 72 x 35 in.(762 x 1829 x 889mm), Depth with door: 41 in. (1045mm)
Weight	~540lbs (245kg) (without batteries)
Internal rack dimension	4 battery trays to support up to 210Ah batteries
Mounting options	Pad-mount, plinth option
Finish	Polyester Powder Paint (Tan)
Safety	UL Listed, IEC / EN 60950
2. Environment	
Operating temperature	-40°C to +50°C (-40°F to +122°F) with solar load.
Protection class	IP55 designed to GR-487
Acoustics	65 dBA
Humidity (relative)	95%,non-condensing (Max.)
3. Thermal management	
Cooling	Direct Air Cooling: (4) Axial Fans. Filters: F6 front and rear
Heating	Forced air heating (2) 1000W AC heaters
4. Equipment	
Cable Entry	Knock-out plate on each upper side wall Additional knockouts each side
Door latch	3 point latching, 5/16 Nut driver tool, pad-locking capability
Lifting Ears	4 eye bolts
Standard equipment	AC Load Center with AC Surge protection and GFCI outlet Left or Right side AC entry options (2) 1000W AC powered heater DC Load Center 600A bulk feed bus bar (4) 20050A DIN rail battery breakers (4) 2-hole lug landings (2) Anderson SB350 input connectors to daisy chain 2nd battery cabinet 2AWG battery cables from breakers to trays Configurable trays for (4) strings of up to 210Ah batteries Door intrusion switch LED interior cabinet light Fan Control Board, factory wired alarms via RJ45 output (fan & breaker alarms) Cabinet Connection kit (2) 4/0 cables with SB350 disconnects to connect to power cabinet



BATTERY CABINET DETAIL

SCALE: N.T.S. 2

Section 13, Item B.

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SITE NAME
ML82089A

SITE NUMBER:
ML82089A / ML33XC002

SITE ADDRESS
509 O'CONNELL ST
WATERTOWN, WI 53094

SHEET NAME
EQUIPMENT
DETAILS

SHEET NUMBER
C-5

TMO Signatory Level: L06

120

PROJ: 97525

2024.0214.0081

LEFT SIDE Power / Fiber KNOCK OUT ASSIGNMENTS - *Chicago Approved Alternatives*

***In Chicago, A single 3" Conduit run may be used for the following:

(1) for all COVP DC power cables, and (1) for all COVP Fiber & GPS Cables. Both will run from HPL3 to COVP Pull Box.

Power connection at cab will use 4" Meyers Hub with reducing bushing to 3" nipple, to LR and conduit out to COVP Pull Box.

Fiber Connection will use 3" Meyers Hub with LL at 3" Knockout above current Fiber knockout location.

Left Side View

Back

Front

Use 4" Knockout

DC Power connection at cab will use 4" Meyers Hub with reducing bushing to 3" nipple, to LR and conduit out to COVP Pull Box.

3" (knockout) used for Fiber & GPS Cable with LL Fitting. (2" will not be used for fiber in this config)

All conduits must be supported properly.

1" Bottom Left side knockouts intended for:

1. PPC-LOCP Alarming
2. Fiber/Ethernet for AAV
3. AAV/Ciena DC Power

* Use the correct sized Meyers Hub for your knockouts!

* Do NOT punch out the middle of a knockout!

* Do not drill out the middle of a knockout.

* Do not screw directly into cabs for any reason!

* Secure all connections properly. When Myers Hubs are installed with proper gasket, caulk is not needed.

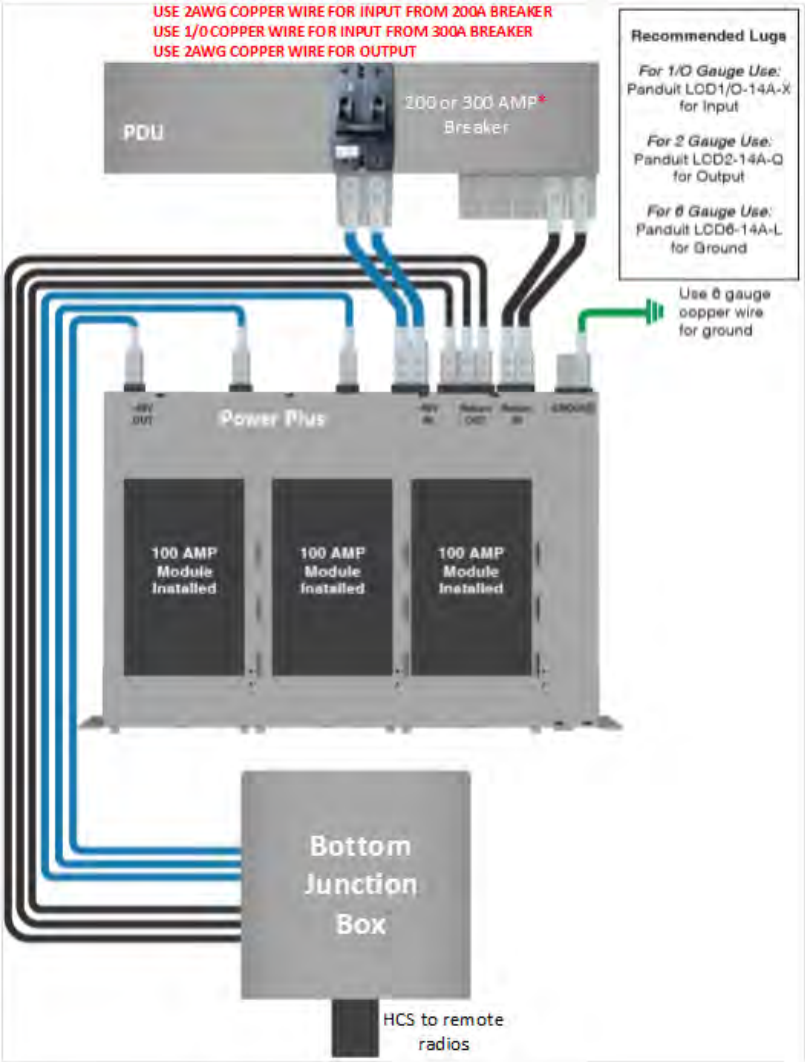
NOTE:

Fiber must be installed inside flexible / rigid conduit to prevent animal/insect damage from chewing on the soy-based fiber jackets.

T-Mobile Confidential

NOTES:

1. VOLTAGE BOOSTERS WILL BE CONFIGURED FOR SINGLE MODE OPERATION.
2. GC TO INSTALL (1) 200A DC BREAKER WITH (2) SETS OF 2#2 AWG TO FEED THE VOLTAGE BOOSTER. PROVIDE TWO TO ONE TERMINAL ADAPTER AS REQUIRED FOR CIRCUIT BREAKER WIRING.



1400 OPUS PLACE
DOWNERS GROVE, IL 60515



1100 E. WOODFIELD ROAD, SUITE 500
SCHAUMBURG, ILLINOIS 60173
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COA# 3620-11
www.fullerton-us.com

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SITE NUMBER:
ML82089A / ML33XC002
SITE ADDRESS
509 O'CONNELL ST WATERTOWN, WI 53094
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EQUIPMENT DETAILS
SHEET NUMBER

C-5A

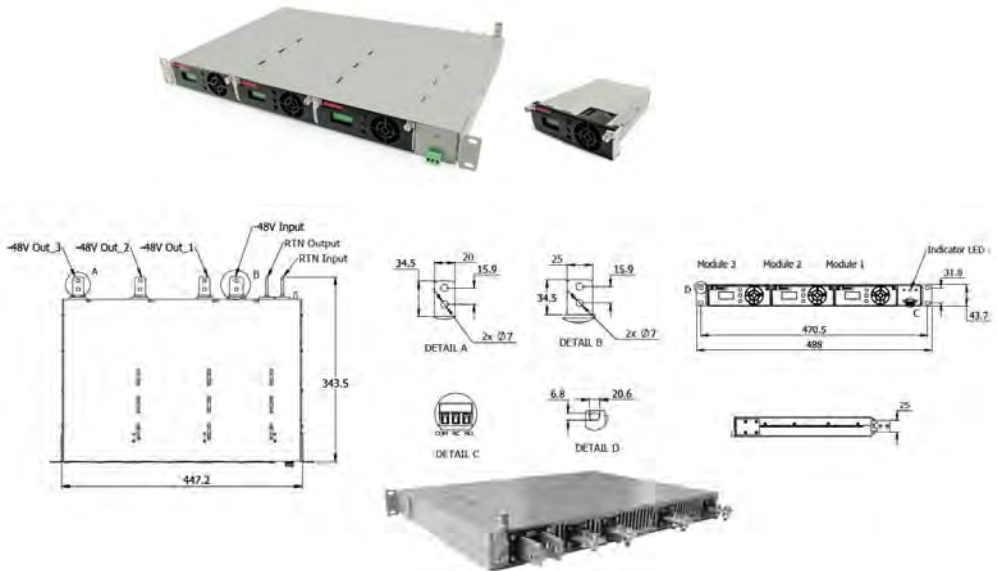
TMO Signatory Level: L06

PROJ: 17525 0214.0081

KNOCKOUT RIGHT SIDE DETAIL

VOLTAGE BOOSTER DETAIL

SCALE: N.T.S. 3



SCALE: N.T.S. 2

KNOCKOUT LEFT SIDE DETAIL

RIGHT SIDE KNOCK OUT ASSIGNMENT

Right Side View

Front

Back

Battery cable route knockout: With the fixed length of Battery Cable provided, this is the preferred knockout to be used.

The Maximum distance between the SSC and Batt. Cab that the cable can support is 12 inches.

Intended for AC input cables from the PPC. The rear 3" knockout is used for a 3" Meyers Hub with reducer to 2" Rigid LL, to run the (3) 3/0 & (1) #4 to the PPC for 200A service. The 2.5" Port for 100A Service will not be used at this time. Make sure to leave 12" between the HPL3 & LB3 / SB3 only.

* Use the correct sized Meyers Hub for your knockouts!

* Do NOT punch out the middle of a knockout!

* Do not drill out the middle of a knockout.

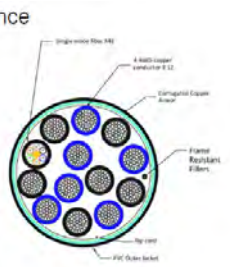
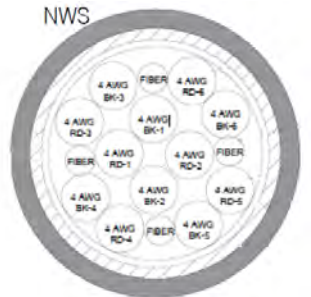
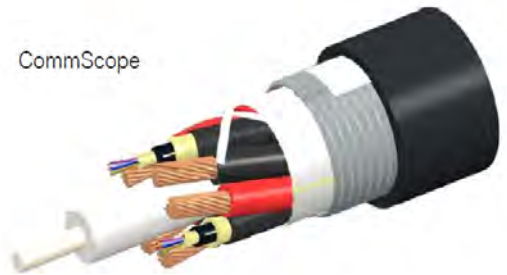





* Do not screw directly into cabs for any reason!

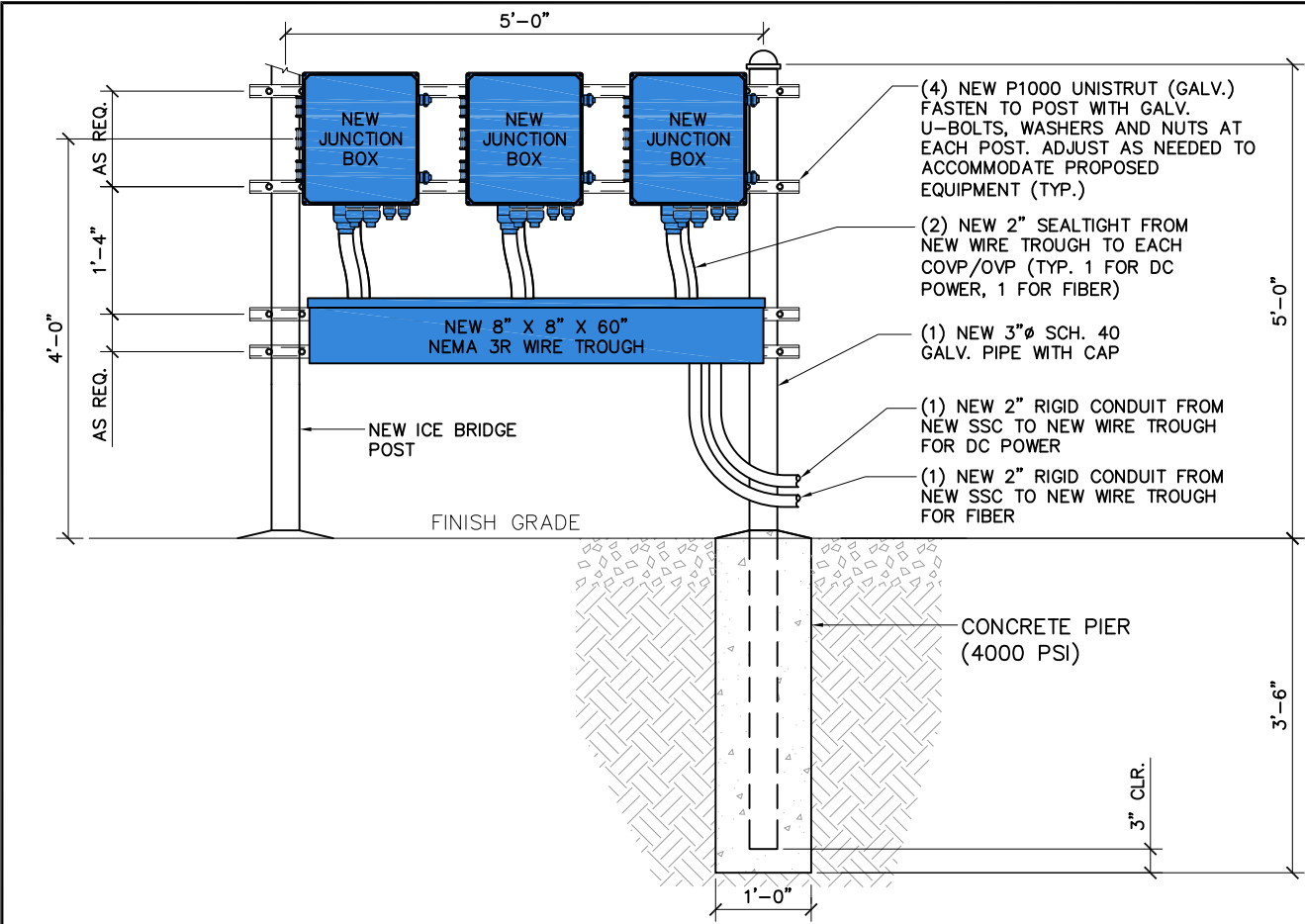
* Secure all connections properly. When Myers Hubs are installed with proper gasket, caulk is not needed.

Use the correct sized Meyers Hub for your knockouts! Do NOT punch out the middle of a knockout! Do not drill out the middle of a knockout.

Middle 2" knockout is used for DC and Alarm cabling to the Battery cabinet.

This 2" knockout is used for the AC cable LR connection, to wrap down and around rear of LB3 / SB3, to the same port on the Battery cabinet.

<div><div><div><div>Alliance</div><div></div></div><div><div>NWS</div><div></div></div><div><div>CommScope</div><div></div></div><div><table><tr><th>CHARACTERISTICS</th><th>ALLIANCE</th><th>COMMSCOPE</th><th>NWS</th></tr><tr><td>OUTER DIAM</td><td>1.8"</td><td>TBD</td><td>1.79"</td></tr><tr><td>WEIGHT</td><td>2.48 LB/FT</td><td>TBD</td><td>2.48 LB/FT</td></tr><tr><td>MIN. BEND RAD</td><td>18"</td><td>TBD</td><td>21.5"</td></tr><tr><td>DC CONDUCTORS</td><td>12x4 AWG</td><td>12x4 AWG</td><td>12x4 AWG</td></tr><tr><td>ARMOR</td><td>CORRUGATED CU</td><td>CORRUGATED AL</td><td>CU TAPE, PVC</td></tr><tr><td>CONDUCTOR TERM.</td><td>NONE</td><td>NONE</td><td>NONE</td></tr><tr><td>SINGLE-MODE FIBERS</td><td>48</td><td>48</td><td>48</td></tr><tr><td>FIBER TERMINATION</td><td>LC PAIR</td><td>LC PAIR</td><td>LC PAIR</td></tr></table></div></div></div>												CHARACTERISTICS	ALLIANCE	COMMSCOPE	NWS	OUTER DIAM	1.8"	TBD	1.79"	WEIGHT	2.48 LB/FT	TBD	2.48 LB/FT	MIN. BEND RAD	18"	TBD	21.5"	DC CONDUCTORS	12x4 AWG	12x4 AWG	12x4 AWG	ARMOR	CORRUGATED CU	CORRUGATED AL	CU TAPE, PVC	CONDUCTOR TERM.	NONE	NONE	NONE	SINGLE-MODE FIBERS	48	48	48	FIBER TERMINATION	LC PAIR	LC PAIR	LC PAIR	<div><div><div><div>SENKO 'U' HYBRID CONNECTOR</div><div>Cross Sectional View</div><div>Stranded DC Conductors</div><div>Optical Fibers</div><div>HYBRID JUMPER CABLE GENERAL SPECIFICATIONS</div><div>OUTER DIAMETER: 0.72"</div><div>WEIGHT: 0.34 LB/FT</div><div>SHORT TOWER TOP: 15'</div><div>LONG ROOF TOP: 20'-250'</div><div>AMPHENOL DC CONNECTOR</div><div>RADIAL R2CT PROTECTION FOR LC</div><div>FOR AIRSCALE RRUS</div></div></div></div>												<div><div><div>NOKIA – FSMF UNIT</div></div></div>												<div><div><div>Section 13, Item B.</div><div></div><div>1400 OPUS PLACE DOWNERS GROVE, IL 60515</div><div></div><div>1100 E. WOODFIELD ROAD, SUITE 500 SCHAUMBURG, ILLINOIS 60173 TEL: 847-908-8400 COA# 3620-11 www.fullerton-us.com</div><div><table><tr><th>REV</th><th>DATE</th><th>DESCRIPTION</th><th>BY</th></tr><tr><td>2</td><td>9/28/21</td><td>REV. FINAL</td><td>KC</td></tr><tr><td>3</td><td>03/25/22</td><td>REV. FINAL</td><td>MK</td></tr><tr><td>4</td><td>10/04/23</td><td>REV. FINAL</td><td>RO</td></tr><tr><td>5</td><td>10/12/23</td><td>REV. FINAL</td><td>MK</td></tr><tr><td>6</td><td>11/13/23</td><td>REV. FINAL</td><td>MK</td></tr><tr><td>7</td><td>12/18/23</td><td>REV. FINAL</td><td>MK</td></tr></table><div>I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE CODES.</div><div></div><div>SITE NAME</div><div>ML82089A</div><div>SITE NUMBER:</div><div>ML82089A / ML33XC002</div><div>SITE ADDRESS</div><div>509 O'CONNELL ST WATERTOWN, WI 53094</div><div>SHEET NAME</div><div>EQUIPMENT DETAILS</div><div>SHEET NUMBER</div><div>C-5C</div><div>TMO Signatory Level: L06</div></div></div></div>												REV	DATE	DESCRIPTION	BY	2	9/28/21	REV. FINAL	KC	3	03/25/22	REV. FINAL	MK	4	10/04/23	REV. FINAL	RO	5	10/12/23	REV. FINAL	MK	6	11/13/23	REV. FINAL	MK	7	12/18/23	REV. FINAL	MK
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HYBRID HCS 2.0 CABLE DETAIL				SCALE: N.T.S.	1	HYBRID JUMPER CABLE DETAIL				SCALE: N.T.S.	2	SITE SUPPORT MODULE				SCALE: N.T.S.	3	NOT USED				4																																																																																									
NOT USED				SCALE: N.T.S.	5																																																																																																										
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RAYCAP H-FRAME DETAIL

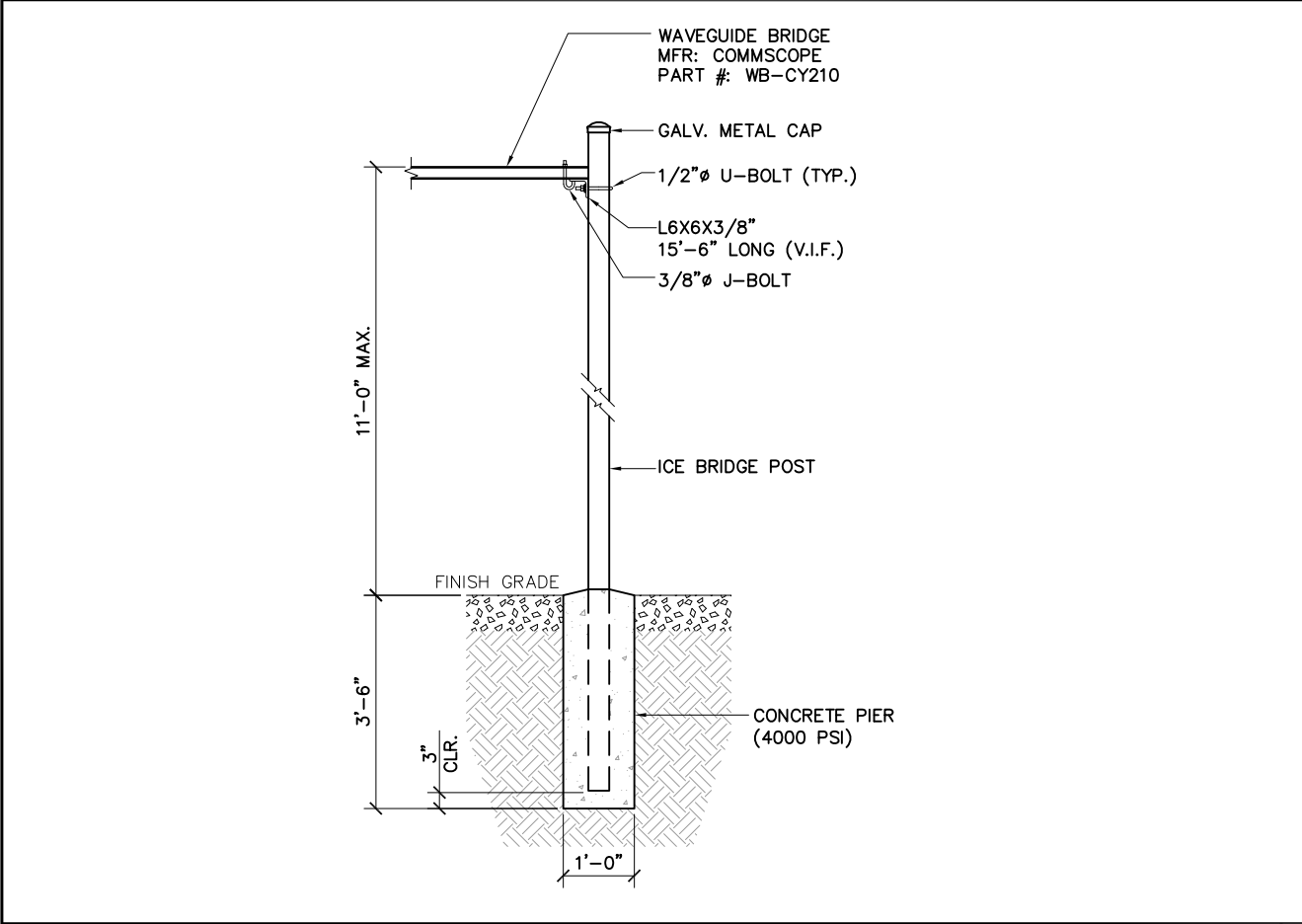
SCALE: N.T.S.

1

H-FRAME INSTALLATION NOTE

2

NOTE:
CONTRACTOR TO CALL THE WISCONSIN
DIGGERS HOTLINE PRIOR TO INSTALLATION
OF H-FRAME

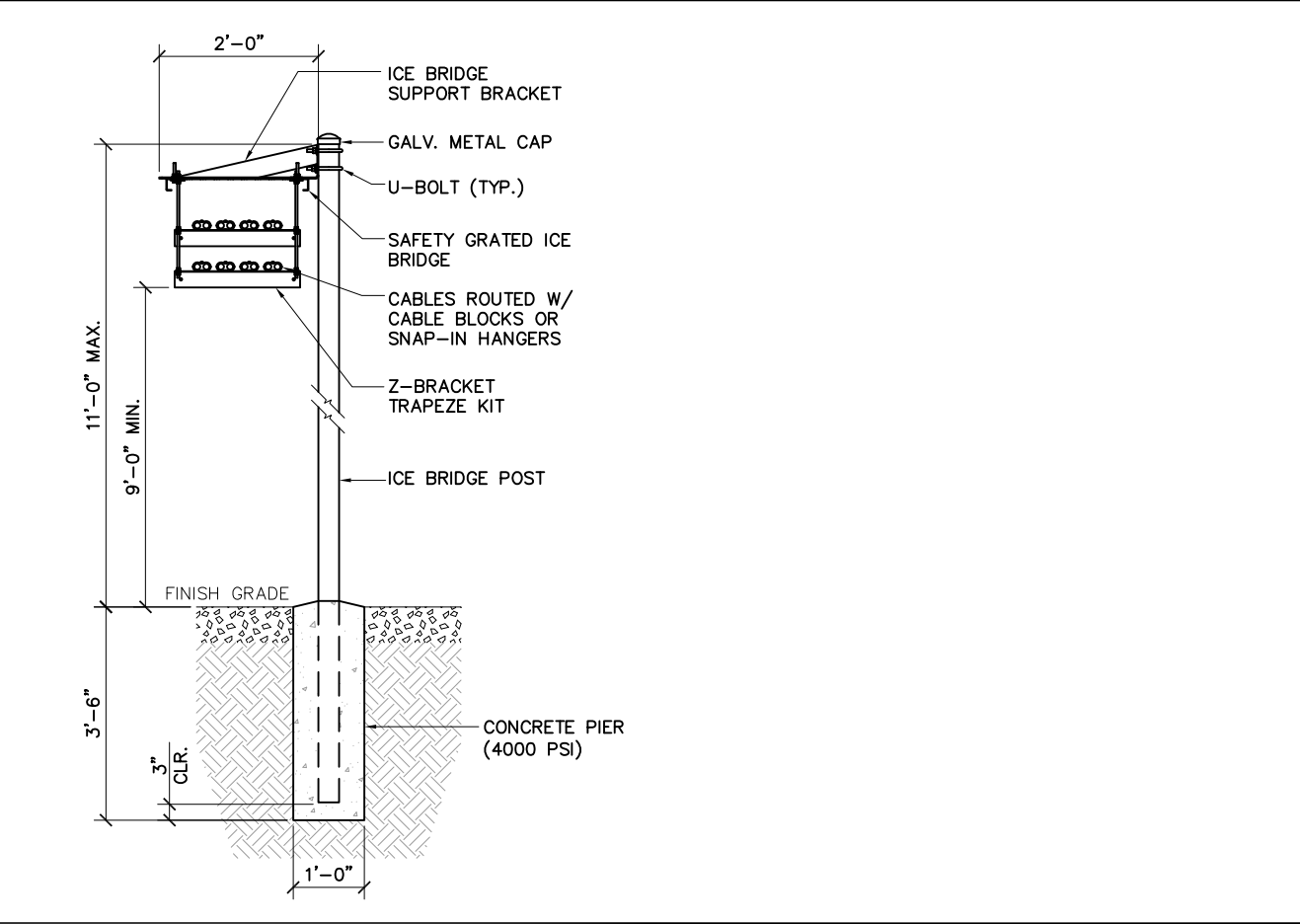


CANOPY DETAIL


SCALE: N.T.S.

3

ICE BRIDGE W/ PIER DETAIL



Section 13, Item B.



1400 OPUS PLACE
DOWNERS GROVE, IL 60515



1100 E. WOODFIELD ROAD, SUITE 500
SCHAUMBURG, ILLINOIS 60173
TEL: 847-908-8400
COA# 3620-11
www.fullerton-us.com

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DANIEL W.
SMITH
44096-6
SCHAUMBURG,
IL

SITE NAME

ML82089A

SITE NUMBER:

ML82089A /
ML33XC002

SITE ADDRESS

509 O'CONNELL ST
WATERTOWN, WI 53094

SHEET NAME

SITE DETAILS

SHEET NUMBER

C-5D

TMO Signatory Level: L06

124



1400 OPUS PLACE
DOWNERS GROVE, IL 60515



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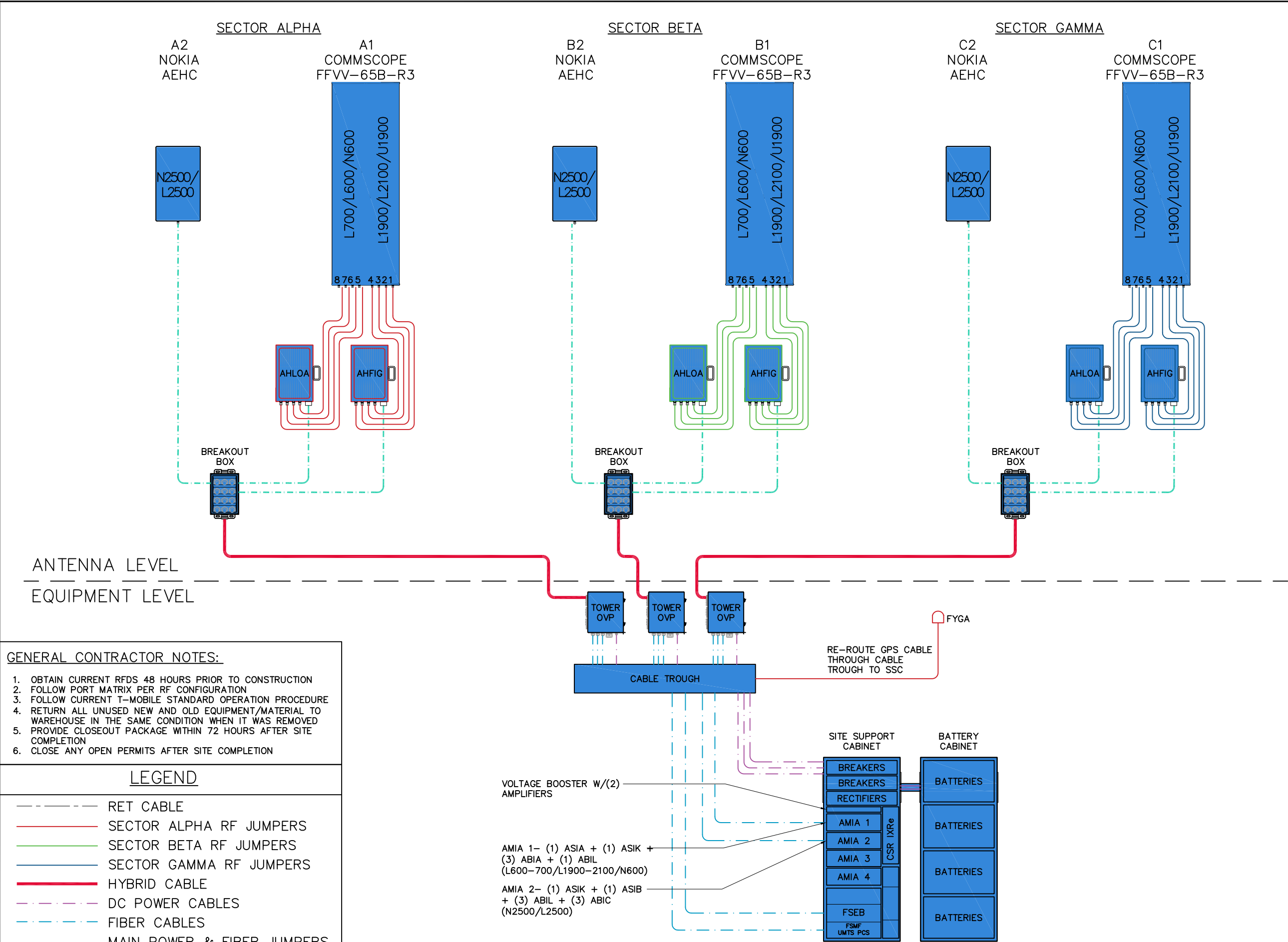
509 O'CONNELL ST
WATERTOWN, WI 53094

SHEET NAME

RF PLUMBING
DIAGRAM

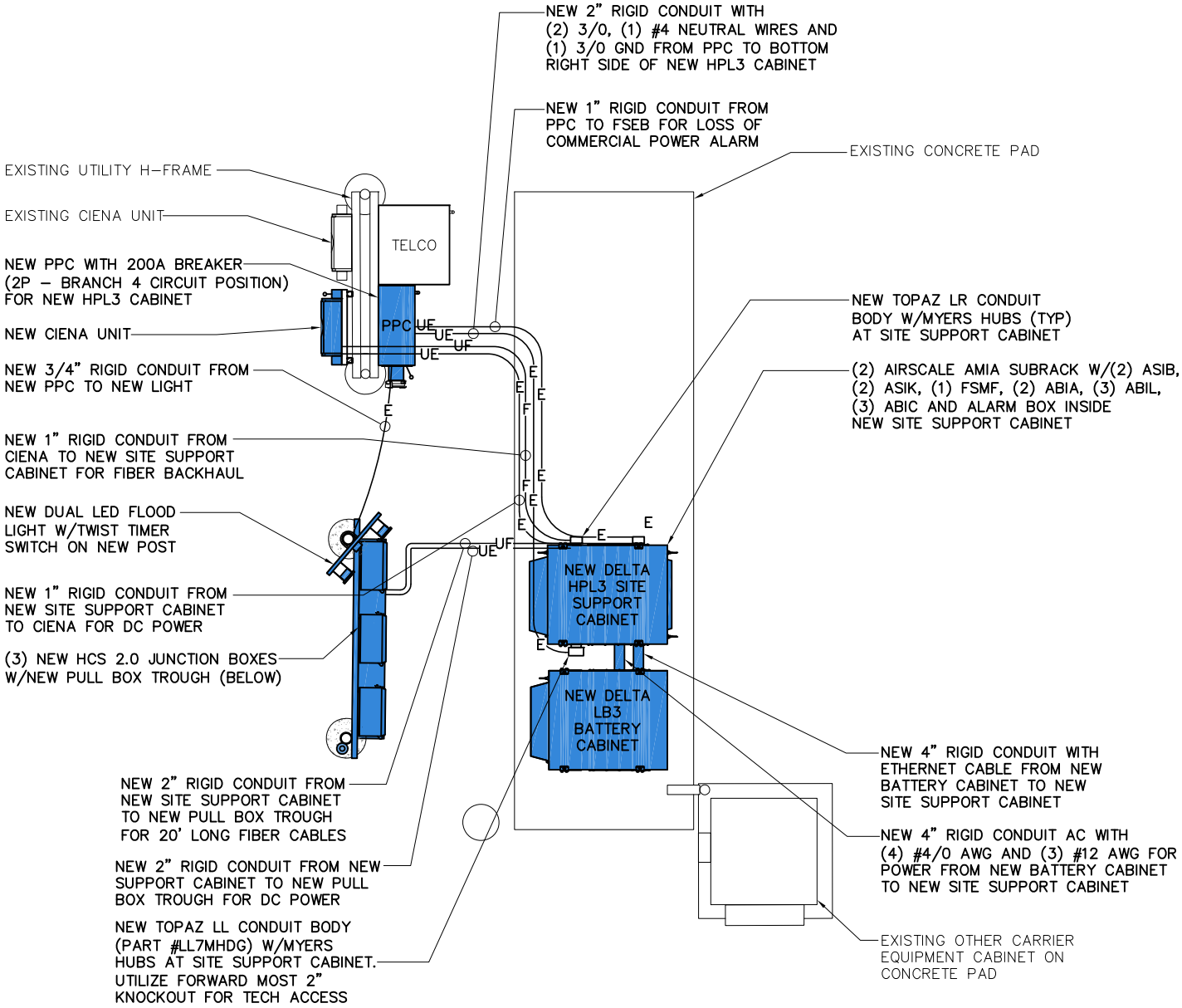
SHEET NUMBER

C-6
TMO Signatory Level: L06




UTILITY SCHEDULE					
FROM	TO	WIRE QTY. & TYPE	GROUND	CONDUIT SIZE	FUNCTION
PPC	HPL3	(2) 3/0 (1) #4 NEUTRAL WIRES	(1) 3/0	2" RMC	ELECTRIC CONDUIT
PPC		1 PAIR OF BELDEN 27916A #19 AWG	N/A	1" RMC	ELECTRIC CONDUIT
CIENA DELIVERY SWITCH		(1) CAT-5 CABLE	N/A	1" RMC	FIBER CONDUIT
HPL3	CIENA POWER J-BOX	(2) #12	(1) #6	1" RMC	ELECTRIC CONDUIT
	OVP/FIBER J-BOX	3 PAIRS OF #2	N/A	2" C	ELECTRIC CONDUIT
	OVP/FIBER J-BOX	FIBER	N/A	2" RMC	TELCO CONDUIT
	BATTERY CABINET	(2) CAT-5 CABLES	N/A	4" RMC	TELCO CONDUIT (FOR BATTERY ALARM)
	BATTERY CABINET	2 PAIRS OF 4/0 TELCO FLEX POWER CABLES & (3) #12	N/A	4" RMC	ELECTRIC CONDUIT


NOTES:
1. CONTRACTOR TO CALL THE WISCONSIN DIGGERS HOTLINE PRIOR TO INSTALLATION OF H-FRAME, LIGHT POST AND CONDUITS.
2. CANOPY/ICE BRIDGE NOT SHOWN FOR CLARITY



Section 13, Item B.




1400 OPUS PLACE
DOWNERS GROVE, IL 60515



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509 O'CONNELL ST
WATERTOWN, WI 53094

SHEET NAME

UTILITY PLAN

SHEET NUMBER

E-1

TMO Signatory Level: L06

126

1. THE CONTRACTOR SHALL PERFORM WORK IN ACCORDANCE WITH ALL GOVERNING STATE, COUNTY AND LOCAL CODES AND OSHA REQUIREMENTS.
2. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY ALL APPLICABLE CODES.
3. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, INSURANCE, EQUIPMENT, INSTALLATION, CONSTRUCTION TOOLS AND TRANSPORTATION FOR A COMPLETE AND PROPERLY OPERATIVE SYSTEM ENERGIZED THROUGHOUT AND AS INDICATED ON DRAWINGS.
4. THE CONTRACTOR SHALL OBTAIN ALL PERMITS, PAY PERMIT AND INSPECTION FEES, AND BE RESPONSIBLE FOR SCHEDULING INSPECTIONS WITH THE AUTHORITY HAVING JURISDICTION.
5. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, IEEE, NEMA AND NFPA.
6. ALL MATERIALS SHALL BE U.L. LISTED.
7. 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.
8. MATERIALS SHALL MEET WITH APPROVAL OF THE AUTHORITY HAVING JURISDICTION.
9. THE CONTRACTOR SHALL PERFORM ALL VERIFICATION OBSERVATIONS TEST, AND EXAMINATION WORK PRIOR TO THE ORDERING OF THE ELECTRICAL EQUIPMENT AND STARTING CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO THE PROJECT MANAGER LISTING ALL MALFUNCTIONS, FAULTY EQUIPMENT AND DISCREPANCIES.
10. THE CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF THE TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOOKUP COSTS TO BE PAID BY CONTRACTOR.
11. UPON COMPLETION OF WORK, CONDUCT CONTINUITY, SHORT CIRCUIT, AND FALL OF POTENTIAL GROUND TESTS FOR APPROVAL. SUBMIT TEST REPORTS TO THE PROJECT MANAGER.
12. ALL BROCHURES, OPERATING MANUALS, CATALOGS, SHOP DRAWINGS, ETC. SHALL BE TURNED OVER TO THE PROJECT MANAGER AT JOB COMPLETION.
13. POST-INSTALLATION, ANY WORK, MATERIAL OR EQUIPMENT FOUND TO BE FAULTY SHALL BE CORRECTED AT ONCE, UPON WRITTEN NOTIFICATION, AT THE EXPENSE OF THE CONTRACTOR.
14. PROVIDE THE PROJECT MANAGER WITH ONE SET OF COMPLETE ELECTRICAL "AS-INSTALLED" DRAWINGS AT THE COMPLETION OF THE JOB, SHOWING ACTUAL DIMENSIONS, ROUTINGS AND CIRCUITS.
15. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT ENGRAVED PLASTIC LABELS NOTING USE FUNCTION.
16. EACH CONDUCTOR OF EVERY SYSTEM SHALL BE PERMANENTLY TAGGED IN EACH PANEL BOARD, PULL BOX, J-BOX, SWITCH BOX, ETC.
17. ALL CONDUIT INSTALLED SHALL BE SURFACE MOUNTED OR DIRECT BURIAL UNLESS OTHERWISE NOTED.
18. ALL CONDUIT SHALL HAVE A PULL WIRE OR ROPE.
19. ALL CONDUCTORS SHALL BE COPPER.
20. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED, AND A MINIMUM OF 10,000 A.I.C.
21. PATCH, REPAIR AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.
22. PENETRATIONS IN FIRE RATED WALLS SHALL BE FIRE STOPPED TO MATCH ORIGINAL RATING.
23. BX OR ROMEX CABLE IS NOT PERMITTED.
24. ALL ELECTRICAL/FIBER ENCLOSURES, JUNCTION BOXES, CONDUIT KNOCKOUTS, RACEWAYS, ETC. SHALL BE RODENT-PROOF.
25. CLEAN PREMISES OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK IN A COMPLETE AND UNDAMAGED CONDITION.

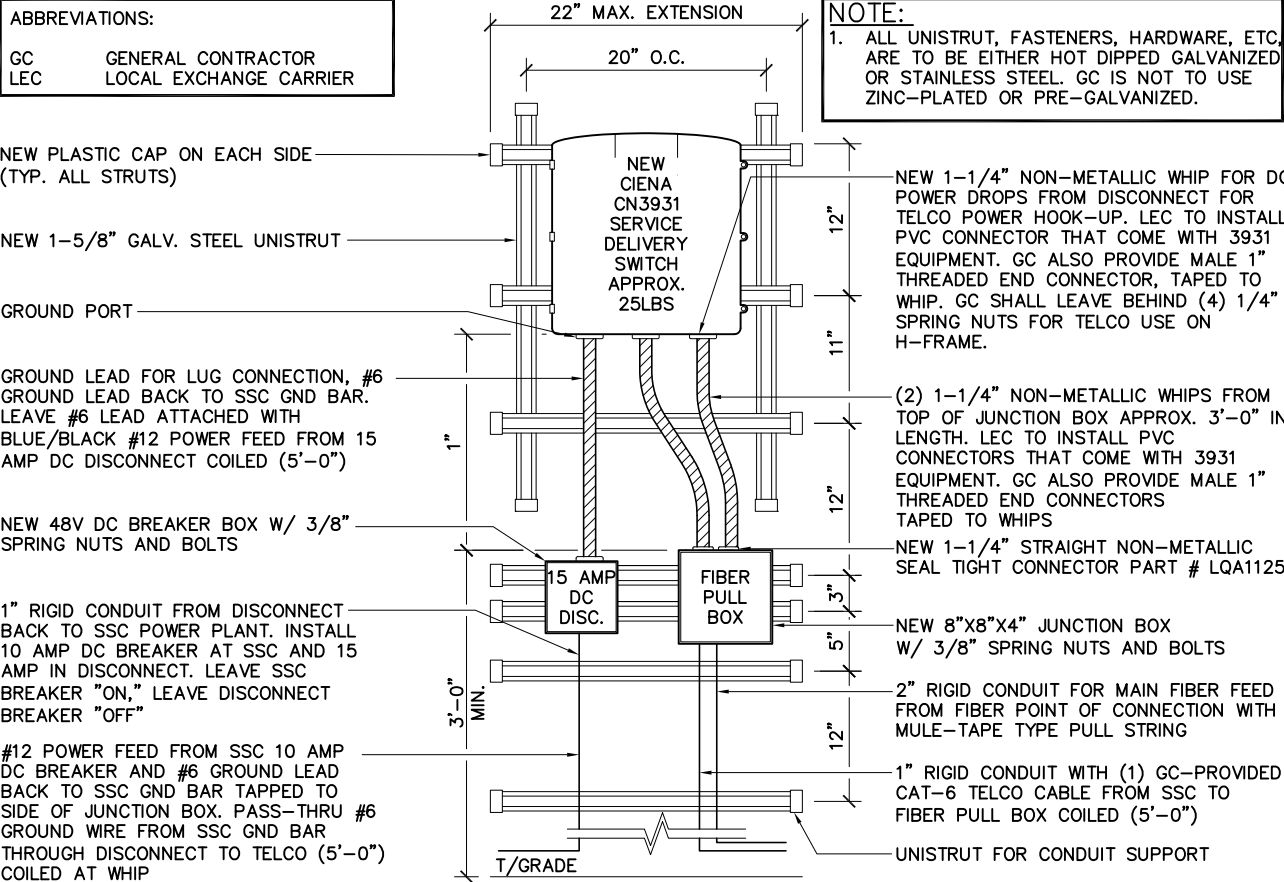
NOTES

1

POWER PROTECTION CABINET

SCALE: N.T.S.

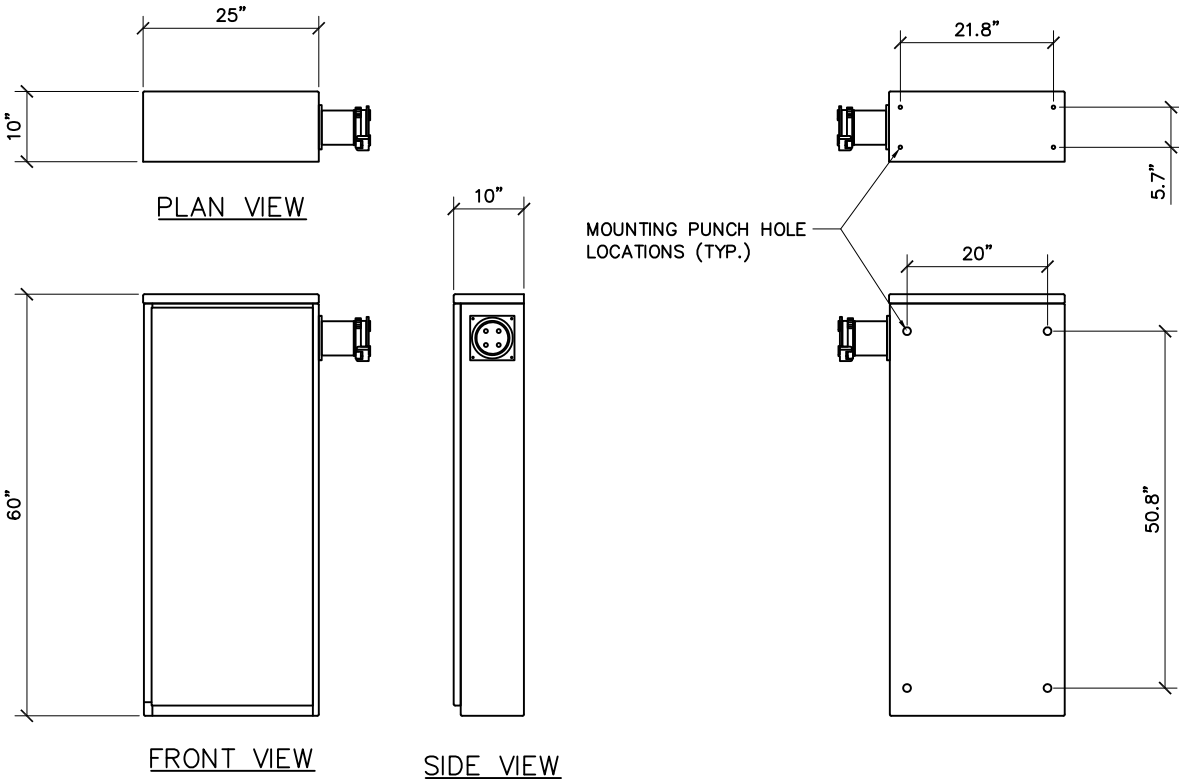
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CIENA DETAIL

SCALE: N.T.S.

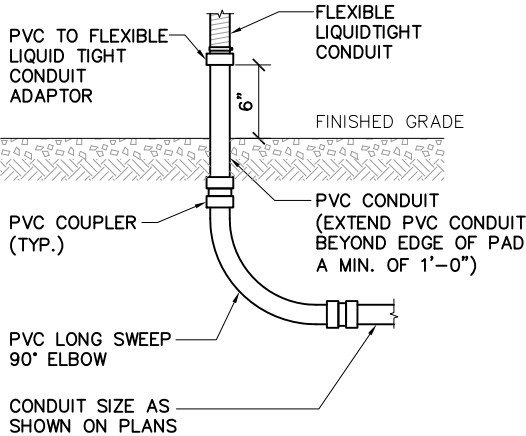
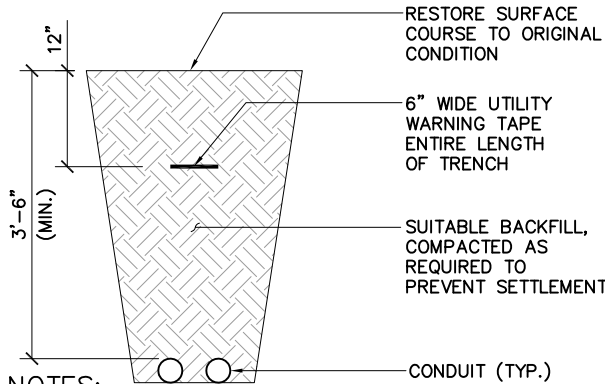
2



CONDUIT STUB-UP DETAIL

SCALE: N.T.S.

3



REV	DATE	DESCRIPTION	BY
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ML82089A

SITE NUMBER:

ML82089A /
ML33XC002

SITE ADDRESS

509 O'CONNELL ST
WATERTOWN, WI 53094

SHEET NAME

UTILITY DETAILS

SHEET NUMBER

E-3

TMO Signatory Level: L06

128

PROJ: 2020.0214.0081

Section 13, Item B.

T-Mobile

1400 OPUS PLACE
DOWNERS GROVE, IL 60515

Fullerton
DESIGN DEVELOP CONSTRUCT

1100 E. WOODFIELD ROAD, SUITE 500
SCHAUMBURG, ILLINOIS 60173
TEL: 847-908-8400
COA# 3620-11
www.fullerton-us.com





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SITE NAME

ML82089A

SITE NUMBER:

ML82089A /
ML33XC002

SITE ADDRESS

509 O'CONNELL ST
WATERTOWN, WI 53094

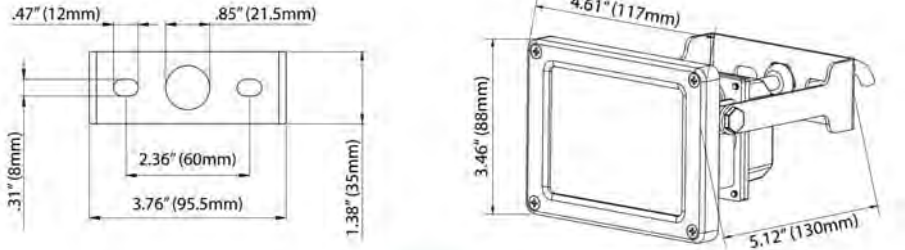
SHEET NAME

UTILITY DETAILS

SHEET NUMBER

E-4

TMO Signatory Level: L06



FLS15U50B

- (1) SIGMA TWO GANG CLEAR COVER, EXTRA DUTY WITH LOCKABLE ENCLOSURE.
- (1) INTERMATIC 60 MINUTE MECHANICAL TIMER, FF60MC.
- (1) CAST ALUMINUM, 2 GANG WEATHERPROOF FS BOX, NO LUGS, DEEP BOX. APPLETON FS-2-75A OR HUBBELL-KILLARK 2FS-1.
- USE BACK OF GANG BOX FOR ENTRY INTO PPC, SEAL FLUSH AGAINST PPC WITH GASKETING MATERIAL, AND/OR
- SEAL EXTERIOR PERIMETER WITH SILICONE BEAD TO PREVENT WATER INTRUSION.
- (1) GFCI 15 AMP LEVITON MT759-T, 2-POLE, 3-WIRE, 15 AMP, 125 VOLT, 5-15R NEMA, WALL BOX MOUNT, LIGHT ALMOND, HEAVY DUTY, COMMERCIAL GRADE. NOTE: NO RESIDENTIAL GRADE GFCI ALLOWED.
- (2) OUTDOOR FLOOD LIGHTS, RATED INITIAL LUMENS >1,260 EACH FLOOD.
HTTP://WWW.MAXLITE.COM/PRODUCTS/SMALL-FLOOD-LIGHTS/FLS15U50B OR EQUIVALENT MAXLITE MODEL FLS15U50B/N, @ 1,235 LUMENS.
- TYPICAL INSTALLATION, REGARDLESS OF PPC STYLE OR TYPE OR EXISTING OUTLETS.
- LIGHT TIMER ON 15A CIRCUIT, LIGHT CONTROLLED BY COUNTDOWN TIMER. GFCI ON SEPARATE 15A CIRCUIT.
- IF PPC HAS EXISTING INTERIOR MOUNTED GFCI, IT TOO SHALL BE WIRED FOR SERVICE.
- EQUIVALENT MEETING SERVICE REQUIREMENTS, OR BETTER, EQUIPMENT MAY BE SUBSTITUTED AND INSTALLED WITH PRIOR T-MOBILE PM OR CM APPROVAL.

NOT USED

1 MAXLITE LED EXTERIOR FLOOD LIGHT DETAIL (TYP. OF 2)

SCALE: N.T.S.

2



TIMER SWITCH

- (1) INTERMATIC 60 MINUTE MECHANICAL TIMER, FF60MC OR APPROVED EQUAL
- LIGHT TIMER ON 15A CIRCUIT, LIGHT CONTROLLED BY COUNTDOWN TIMER. GFCI ON SEPARATE 15A CIRCUIT.
- EQUIVALENT MEETING SERVICE REQUIREMENTS, OR BETTER, EQUIPMENT MAY BE SUBSTITUTED AND INSTALLED WITH PRIOR T-MOBILE PM OR CM APPROVAL.



15A GFCI OUTLET

- (1) GFCI 15 AMP LEVITON MT759-T, 2-POLE, 3-WIRE, 15 AMP, 125 VOLT, 5-15R NEMA, WALL BOX MOUNT, LIGHT ALMOND, HEAVY DUTY, COMMERCIAL GRADE.
NOTE: NO RESIDENTIAL GRADE GFCI ALLOWED.
- GFCI ON SEPARATE 15A CIRCUIT.
- IF PPC HAS EXISTING INTERIOR MOUNTED GFCI, IT TOO SHALL BE WIRED FOR SERVICE.
- EQUIVALENT MEETING SERVICE REQUIREMENTS, OR BETTER, EQUIPMENT MAY BE SUBSTITUTED AND INSTALLED WITH PRIOR T-MOBILE PM OR CM APPROVAL.



CAST ALUMINUM 2 GANG
WEATHERPROOF FS BOX

- (1) CAST ALUMINUM, 2 GANG WEATHERPROOF FS BOX, NO LUGS, DEEP BOX. APPLETON FS-2-75A OR HUBBELL-KILLARK 2FS-1.
- USE BACK OF GANG BOX FOR ENTRY INTO PPC, SEAL FLUSH AGAINST PPC WITH GASKETING MATERIAL, AND/OR SEAL EXTERIOR PERIMETER WITH SILICONE BEAD TO PREVENT WATER INTRUSION.
- TYPICAL INSTALLATION, REGARDLESS OF PPC STYLE OR TYPE OR EXISTING OUTLETS.
- EQUIVALENT MEETING SERVICE REQUIREMENTS, OR BETTER, EQUIPMENT MAY BE SUBSTITUTED AND INSTALLED WITH PRIOR T-MOBILE PM OR CM APPROVAL.



2 GANG WATERPROOF COVER

- (1) SIGMA TWO GANG CLEAR COVER, EXTRA DUTY WITH LOCKABLE ENCLOSURE.
- EQUIVALENT MEETING SERVICE REQUIREMENTS, OR BETTER, EQUIPMENT MAY BE SUBSTITUTED AND INSTALLED WITH PRIOR T-MOBILE PM OR CM APPROVAL.

TIMER SWITCH DETAIL

SCALE: N.T.S.

3

GFCI DETAIL

SCALE: N.T.S.

4

WEATHERPROOF FS BOX

SCALE: N.T.S.

5

LOCKABLE ENCLOSURE

SCALE: N.T.S.

6

GROUNDING NOTES:

1. INSTALL 2 GROUND BARS AT THE BOTTOM OF THE TOWER (EVEN WITH SHORT ICE BRIDGE RUNS). ONE GROUND BAR AT THE TOWER, AND ON AT THE PLATFORM.
2. T-MOBILE IS ELIMINATING THE HOME RUN GROUND WIRE FROM THE TOP BUS BAR TO THE BOTTOM BUS BAR ON TOWER SITES. ROOFTOPS ARE STILL REQUIRED TO HAVE SECTORS GROUND AND #2 INSULATED GROUND WIRE. FROM SECTOR GROUNDS TO MAIN BUS BARS AND BUILDING STEEL.
3. REMOVE INSULATORS (CHERRIES) FROM THE BUS BARS AND GROUND TO TOWER, TOP AND BOTTOM ON TOWER SITES ONLY.
4. ALL EXPOSED GROUNDS TO BE DRESSED WITH SEAL TIGHT.
5. ALL ICE BRIDGE POST ARE TO BE GROUNDED WITH #2 SOLID AND DRESSED IN SEAL TIGHT.
6. (2) OF THE (4) PLATFORM POST NEED TO BE GROUNDED DIAGONALLY.
7. BOTTOM BUS BAR TO HAVE TWO #2 GROUND LEADS DRESSED IN WITH SEAL TIGHT.

GROUNDING LEGEND

- EXOTHERMIC CONNECTION
- MECHANICAL CONNECTION
- INTERNAL EQUIPMENT GROUND BAR
- EXTERNAL GROUND BAR
- 1

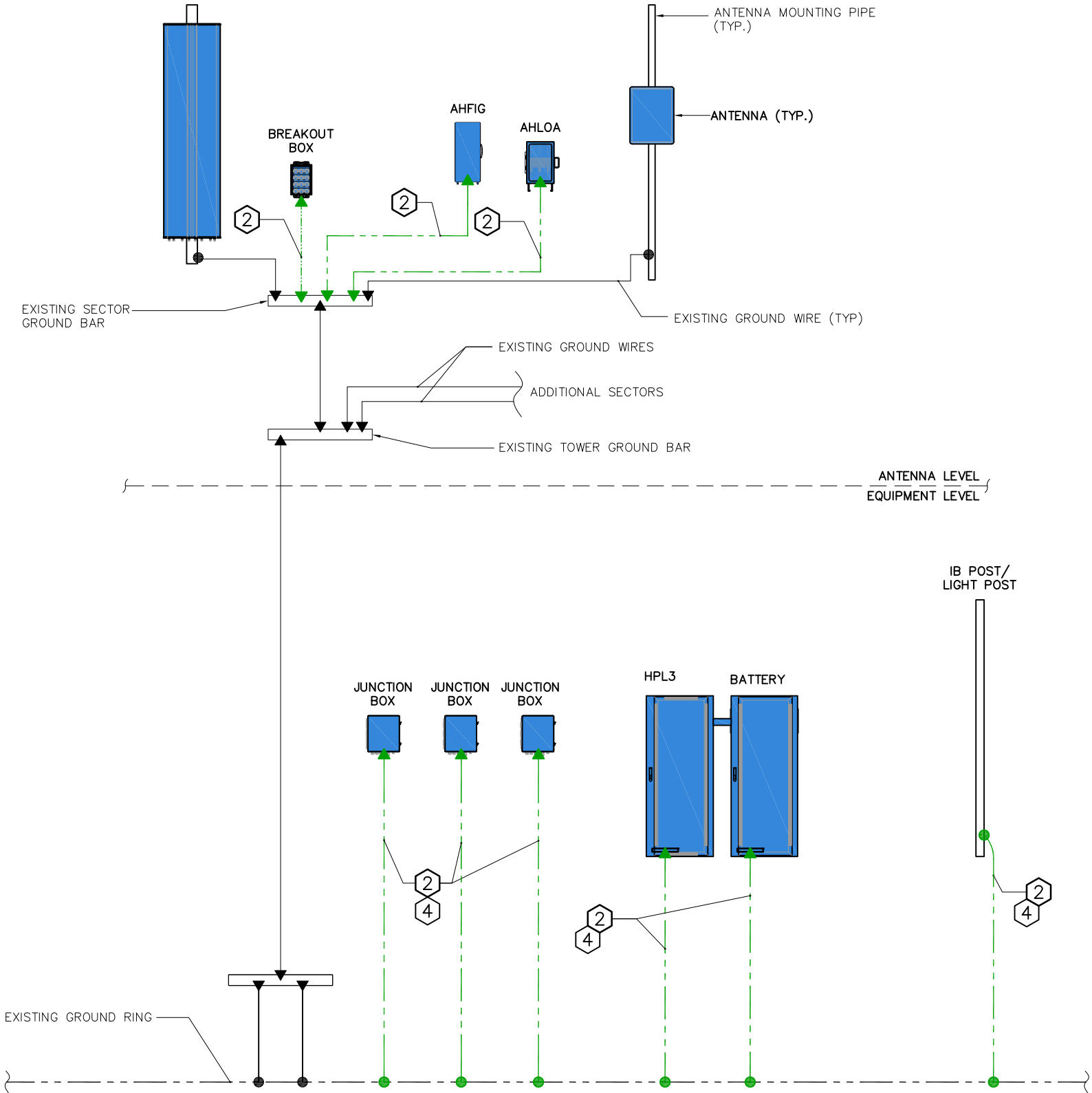
#2 AWG STRANDED INSULATED COPPER GROUND WIRE
- 2

#6 AWG STRANDED INSULATED COPPER GROUND WIRE
- 3

#2 SOLID TINNED, BARE COPPER GROUND WIRE
- 4

1/2" FLEXIBLE SEALTIGHT CONDUIT W/SILICON SEALANT AT EACH END

TYPICAL ANTENNA SECTOR



1400 OPUS PLACE
DOWNERS GROVE, IL 60515



1100 E. WOODFIELD ROAD, SUITE 500
SCHAUMBURG, ILLINOIS 60173
TEL: 847-908-8400
COA# 3620-11
www.fullerton-us.com

REV	DATE	DESCRIPTION	BY
2	9/28/21	REV. FINAL	KC
3	03/25/22	REV. FINAL	MK
4	10/04/23	REV. FINAL	RO
5	10/12/23	REV. FINAL	MK
6	11/13/23	REV. FINAL	MK
7	12/18/23	REV. FINAL	MK

I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE CODES.



SITE NAME

ML82089A

SITE NUMBER:

ML82089A /
ML33XC002

SITE ADDRESS

509 O'CONNELL ST
WATERTOWN, WI 53094

SHEET NAME

GROUNDING
DIAGRAM

SHEET NUMBER

G-1

#2 AWG STRANDED W/LONG BARREL COMPRESSION LUGS
NOTE: CONTRACTOR TO USE ANTI-CORROSION GREASE AT CONNECTIONS.

TO GROUND KIT

NEW 4"x24"x1/4" THICK COPPER GROUND BAR, T-MOBILE CONSTRUCTION MANAGER TO VERIFY EXACT LOCATION AND INSTALLATION IN FIELD

REFER TO GROUND RISER SCHEMATIC FOR CONNECTIONS.

24"

NOTES:

1. CONTRACTOR SHALL UTILIZE LUGGED HOLES PROVIDED. NO DRILLING OF THE BAR WILL BE PERMITTED.

2. ALL HARDWARE SHALL BE 18-8 STAINLESS STEEL INCLUDING BELLEVILLES. COAT ALL SURFACES WITH KOPR-SHIELD BEFORE MATING.

3. FOR GROUND BOND TO STEEL ONLY: INSERT A DRAGON TOOTH WASHER BETWEEN LUG AND STEEL. COAT ALL SURFACES WITH KOPR-SHIELD.

TYPICAL GROUNDING BAR DETAIL

SCALE: N.T.S.

1

NOT USED

3

NOT USED

4

EXOTHERMIC WELD

1/2" FLEXIBLE SEALTIGHT CONDUIT W/SILICON SEALANT AT EACH END

POST (TYP)

18" MAX

FINISH GRADE

CONCRETE FOOTING

BELOW GRADE GROUND RING

POST GROUNDING DETAIL

SCALE: N.T.S.

5

GROUND BAR OR METAL ENCLOSURE

SS 1/4" FLAT WASHER

SS 1/4-20 HEX BOLT

SS 1/4-20 HEX NUT

SS 1/4" EXT. TOOTH LOCK WASHER

2-HOLE LUG

GROUNDING CONDUCTOR

LUG BOLT CONNECTION

SCALE: N.T.S.

6

WAVEGUIDE CHANNEL

WAVEGUIDE CHANNEL SECTION

CADWELD #2 GND WIRE FROM ICE BRIDGE TO POST

MECHANICAL #2 GND WIRE FROM ICE BRIDGE SECTION TO SECTION

GALVANIZED STEEL POST CAP

ICE BRIDGE GROUNDING

SCALE: N.T.S.

7

NOT USED

8

Section 13, Item B.

T-Mobile

1400 OPUS PLACE
DOWNERS GROVE, IL 60515

Fullerton

DESIGN DEVELOP CONSTRUCT

1100 E. WOODFIELD ROAD, SUITE 500
SCHAUMBURG, ILLINOIS 60173
TEL: 847-908-8400
COA# 3620-11
www.fullerton-us.com

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7	12/18/23	REV. FINAL	MK

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WISCONSIN

DANIEL W. SMITH
44096-6
SCHAUMBURG, IL

PROFESSIONAL ENGINEER

SITE NAME

ML82089A

SITE NUMBER:

ML82089A / ML33XC002

SITE ADDRESS

509 O'CONNELL ST
WATERTOWN, WI 53094

SHEET NAME

GROUNDING DETAILS

SHEET NUMBER

G-2

TMO Signatory Level: L06

PROJ: 7525

131

PROJ: 7525 0214.0081

STRUCTURAL NOTES:

APPLICABLE CODES:

1.
- DESIGN & CONSTRUCTION OF ALL WORK SHALL CONFORM TO THE FOLLOWING CODES:
2015 INTERNATIONAL BUILDING CODE W/ AMENDMENTS
TIA-222-G AND AWWA D100-11

DESIGN LOADS:

WIND LOAD:
90 MPH BASIC DESIGN WIND SPEED

GENERAL NOTES:

1.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING ALL LAWS, REGULATIONS, AND RULES SET FORTH BY FEDERAL, STATE, AND LOCAL AUTHORITIES WITH JURISDICTION OVER THE PROJECT. THIS RESPONSIBILITY IS IN EFFECT REGARDLESS OF WHETHER THE LAW, ORDINANCE, REGULATION OR RULE IS MENTIONED IN THESE SPECIFICATIONS.
2.
- ALL WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS, PROJECT SPECIFICATIONS, AND THE CONSTRUCTION CONTRACT DOCUMENTS.
3.
- THE CONTRACTOR SHALL HAVE AND MAINTAIN A VALID CONTRACTOR'S LICENSE FOR THE LOCATION IN WHICH THE WORK IS TO BE PERFORMED. FOR JURISDICTIONS THAT LICENSE INDIVIDUAL TRADES, THE TRADESMAN OR SUBCONTRACTOR PERFORMING THOSE TRADES SHALL BE LICENSED.
4.
- FOLLOW ALL APPLICABLE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) AND STATE LAW AS DEFINED IN THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT.
5.
- PRIOR TO THE SUBMISSION OF THE BID, THE CONTRACTOR SHALL VISIT THE JOB SITE, VERIFY ALL DIMENSIONS AND BECOME FAMILIAR WITH THE FIELD CONDITIONS. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER.
6.
- DRAWING PLANS SHALL NOT BE SCALED.
7.
- THE CONTRACTOR SHALL NOT PROCEED WITH ANY WORK NOT CLEARLY IDENTIFIED ON THE DRAWINGS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE PROJECT MANAGER.
8.
- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS UNLESS SPECIFICALLY OTHERWISE NOTED.
9.
- ALL MEANS AND METHODS OF CONSTRUCTION DEALING WITH TOWER CONSTRUCTION AND SAFETY, STEEL ERECTION, EXCAVATIONS, TRENCHING, SCAFFOLDING, FORMWORK, ELECTRICAL, AND WORK IN CONFINED SPACES ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
10.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK.
11.
- THE CONTRACTOR SHALL BE EXPERIENCED IN THE PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY AND THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED.
12.
- THE CONTRACTOR SHALL PROVIDE SUFFICIENT TEMPORARY BRACING AND/OR SHORING OF ALL STRUCTURAL AND NON-STRUCTURAL ELEMENTS DURING CONSTRUCTION UNTIL ALL STRUCTURAL ELEMENTS HAVE BEEN PROPERLY INSTALLED.
13.
- INCORRECTLY FABRICATED, DAMAGED, OR OTHERWISE MISFITTING OR NONCONFORMING MATERIALS SHALL BE REPORTED TO THE PROJECT MANAGER AND ENGINEER, AND SHALL REQUIRE APPROVAL PRIOR TO PERFORMING ANY REMEDIAL OR CORRECTIVE ACTION.

STRUCTURAL STEEL NOTES:

1.
- STRUCTURAL STEEL MATERIALS CONFORM TO THE LATEST EDITION OF APPLICABLE STANDARDS AND TO ALL APPLICABLE CODES AND REQUIREMENTS OF LOCAL AUTHORITIES HAVING JURISDICTION, WHICHEVER IS MORE STRINGENT. ALL STRUCTURAL STEEL SHALL BE IN ACCORDANCE WITH THE LATEST APPLICABLE REQUIREMENTS OF AISC, ASTM, ACI, CRSI, AWS AND ALL OTHER APPLICABLE STANDARDS
2.
- ALL STEEL SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A123 UNLESS NOTED ON THE CONSTRUCTION DRAWINGS.
3.
- ROLLED STEEL SHAPES, PLATES AND BARS SHALL BE NO LESS THAN 3/16 INCHES IN THICKNESS AND SHALL COMPLY WITH ASTM A-36 AS A MINIMUM.
4.
- STEEL PIPE SHALL COMPLY WITH ASTM A-501 OR ASTM A-53, TYPE E OR S, GRADE B. A-500 GRADE B STEEL MAY BE SUBSTITUTED.
5.
- GALVANIZED STEEL GRATING SHALL BE A MINIMUM 1-1/4 INCH X 1/8 INCH AT 3/16 INCHES ON CENTER.
6.
- COLD FORMED CHANNELS, C'S AND Z'S USED AS GIRTS SHALL CONFORM TO THE REQUIREMENTS OF ASTM STANDARD A607 GRADE 50.
7.
- CONNECTIONS:

A.

CONTRACTOR SHALL PROVIDE ALL HARDWARE REQUIRED TO COMPLETE FIELD ERECTION OF STRUCTURE AS INDICATED BY CONTRACT DOCUMENTS OR THESE SPECIFICATIONS.

B.

HIGH STRENGTH THREADED FASTENERS SHALL BE INSTALLED IN ACCORDANCE WITH AISC SPECIFICATIONS FOR STRUCTURAL JOINTS USING ASTM A-325 BOLTS. USE A-325N BEARING-TYPE CONNECTION BOLTS UNLESS NOTED OTHERWISE.

C.

GRATING AND PLATES SHALL BE FASTENED WITH SADDLE CLIPS. THE NECESSARY HOLES TO COMPLETE ALL PHASES OF CONSTRUCTION SHALL BE PROVIDED AND CALLED OUT ON THE APPROVED SHOP DRAWINGS. ALL HOLES SHALL BE DRILLED OR PUNCHED PERPENDICULAR TO METAL SURFACES, FLAME CUT OR BURNED HOLES WILL NOT BE PERMITTED.

D.

ALL UNFINISHED THREADED FASTENERS SHALL COMPLY WITH ASTM A-307, GRADE A, REGULAR LOW-CARBON STEEL BOLTS AND NUTS WITH HEXAGONAL HEADS.

E.

ALL HIGH STRENGTH THREADED FASTENERS SHALL BE HEAVY HEXAGONAL BOLTS AND NUTS WITH HARDENED WASHERS, ALL FROM QUENCHED AND TEMPERED MEDIUM CARBON STEEL COMPLYING WITH ASTM A-325.

WATER TOWER NOTES:

HEALTH AND SAFETY

1.
- CONTRACTOR SHALL PROVIDE ALL SAFETY EQUIPMENT AND FALL PROTECTION TO ENSURE THE SAFETY OF ON SITE PERSONNEL DURING CONSTRUCTION.
2.
- ACCESS TO THE TANK INTERIOR WATER COMPARTMENT SHALL NOT BE PERMITTED WITHOUT THE APPROVAL OF THE WATER DEPARTMENT SUPERVISOR. PRECAUTIONS SHALL BE TAKEN TO PREVENT WATER CONTAMINATION.
3.
- THE PAINT SYSTEM SHALL BE CHECKED FOR HAZARDOUS METALS. WHERE HAZARDOUS METALS ARE FOUND IN THE PAINT SYSTEM, THE ENVIRONMENT AND WORKERS MUST BE PROTECTED FROM CONTAMINATION.

ADDITIONAL WATER TOWER GENERAL NOTES

1.
- ALL STEEL ANTENNA INSTALLATION COMPONENTS MUST BE PAINTED TO MATCH EXISTING PAINT SYSTEMS ON THE EXTERIOR AND DRY INTERIOR.
2.
- NO COMPONENTS CAN REMAIN GALVANIZED OR STAINLESS STEEL. THE SPECIFIED PAINT SYSTEMS WILL NOT HAVE GOOD ADHESION ON GALVANIZED OR STAINLESS STEEL SURFACES.
3.
- CONTACT WATER TOWER PAINT MANUFACTURER TNE MEC OR EQUAL TO OBTAIN A SUITABLE SURFACE PREPARATION SYSTEM FOR GALVANIZED AND STAINLESS STEEL SURFACES. THE SYSTEM MUST MAKE PREVIOUSLY GALVANIZED AND STAINLESS STEEL SURFACES COMPATIBLE WITH THE SPECIFIED PAINT SYSTEMS THAT WILL BE APPLIED.
4.
- IF APPLICABLE, PAINT ALL NEW STEEL IN A SHOP SETTING, PRIOR TO DELIVERY TO THE SITE.
5.
- FOLLOW ALL PAINT MANUFACTURERS' RECOMMENDATIONS WHEN USING THEIR PRODUCTS.
6.
- CONTRACTOR SHALL REPAIR ALL DAMAGED PAINT AREAS OF TANK DUE TO CUTTING, WELDING AND GRINDING. DUE TO THE GENERATION OF METAL FILINGS WHICH WILL RUST STAIN THE TANK SURFACES IF NOT CLEANED OFF IN A TIMELY MANNER, CONTRACTOR SHALL REMOVE ALL METAL FILINGS IMMEDIATELY. DAMAGED PAINT SURFACES SHOULD BE REPAIRED PER WATER TANK OWNER SPECIFICATIONS. CONTRACTOR SHALL COORDINATE ALL PAINT MATERIALS & METHODS WITH TANK OWNER PRIOR TO WORK BEING DONE.

GENERAL WELDING

1.
- ALL WELDING SHALL BE IN ACCORDANCE WITH AWWA D100 SEC. 8, WELDING, SEC. 10, ERECTION AND SEC. 11, INSPECTION AND TESTING.
2.
- UNLESS NOTED OTHERWISE ALL WELDS TO THE TANK SURFACE SHALL BE MADE WITH E7018 LOW HYDROGEN ROD AND SHALL BE SMOOTH AND FREE OF BURRS AND UNDERCUTS. UNACCEPTABLE WELDS SHALL BE REPAIRED AS REQUIRED TO MEET AWWA D100 REQUIREMENTS.
3.
- NO WELDING SHALL BE DONE WHEN THE AMBIENT TEMPERATURE IS BELOW 32 DEGREE FAHRENHEIT UNLESS THE REQUIREMENTS OF AWWA D100, SEC 10.2.1 ARE FOLLOWED.
4.
- WELDING MAY CAUSE BLISTERING OF THE INTERIOR PAINT OPPOSITE THE WELD. DAMAGED PAINT SURFACES SHOULD BE REPAIRED PER WATER TANK OWNER SPECIFICATIONS. CONTRACTOR SHALL COORDINATE ALL PAINT MATERIALS & METHODS WITH OWNER PRIOR TO WORK BEING DONE.

5.
- GALVANIZED COMPONENTS SHALL NOT BE WELDED DIRECTLY TO THE TANK SURFACE.
6.
- ALL WELDS IN THE TANK AND STRUCTURAL ATTACHMENTS SHALL BE MADE IN A MANNER TO ENSURE COMPLETE FUSION WITH THE BASE METAL, WITHIN THE LIMITS SPECIFIED FOR EACH JOINT, AND IN STRICT ACCORDANCE WITH THE QUALIFIED WELDING PROCEDURE SPECIFICATIONS.
7.
- UNLESS NOTED OTHERWISE ALL WELDS FOR ANTENNA INSTALLATION SHALL BE SEAL WELDS.

Section 13, Item B.



1400 OPUS PLACE
DOWNERS GROVE, IL 60515



1100 E. WOODFIELD ROAD, SUITE 500
SCHAUMBURG, ILLINOIS 60173
TEL: 847-908-8400
COA# 3620-11
www.fullerton-us.com

REV	DATE	DESCRIPTION	BY
1	8/3/21	REV. FINAL	LA
2	9/28/21	REV. FINAL	KC
3	03/25/22	REV. FINAL	MK
4	10/04/23	REV. FINAL	RO
5	10/12/23	REV. FINAL	MK
6	11/13/23	REV. FINAL	MK

I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE CODES.



SITE NAME

ML82089A

SITE NUMBER:

ML82089A /
ML33XC002

SITE ADDRESS

509 O'CONNELL ST
WATERTOWN, WI 53094

SHEET NAME

STRUCTURAL
NOTES

SHEET NUMBER

S-1

TMO Signatory Level: L06

SCALE: N.T.S.

1

132



1400 OPUS PLACE
DOWNERS GROVE, IL 60515



1100 E. WOODFIELD ROAD, SUITE 500
SCHAUMBURG, ILLINOIS 60173
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REV	DATE	DESCRIPTION	BY
1	8/3/21	REV. FINAL	LA
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SITE NUMBER:

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SITE ADDRESS

509 O'CONNELL ST
WATERTOWN, WI 53094

SHEET NAME

STRUCTURAL
DETAILS

SHEET NUMBER

S-2

TMO Signatory Level: L06

NOTE:

ANTENNAS NOT SHOWN
FOR CLARITY.

NEW HANDRAIL MOUNT BRACKET
MFR.: SITE PRO1
PART#: HMB-A
SEE S-3 FOR DETAILS

NEOPRENE PAD
AS REQUIRED

EXISTING
HANDRAIL

NEW CLAMP
MFR.: LINDAPTER
PART#: LAF050
(TYP. OF 4 PER NEW
MOUNTING PIPE)

EXISTING
TOE PLATE

NEOPRENE PAD
AS REQUIRED

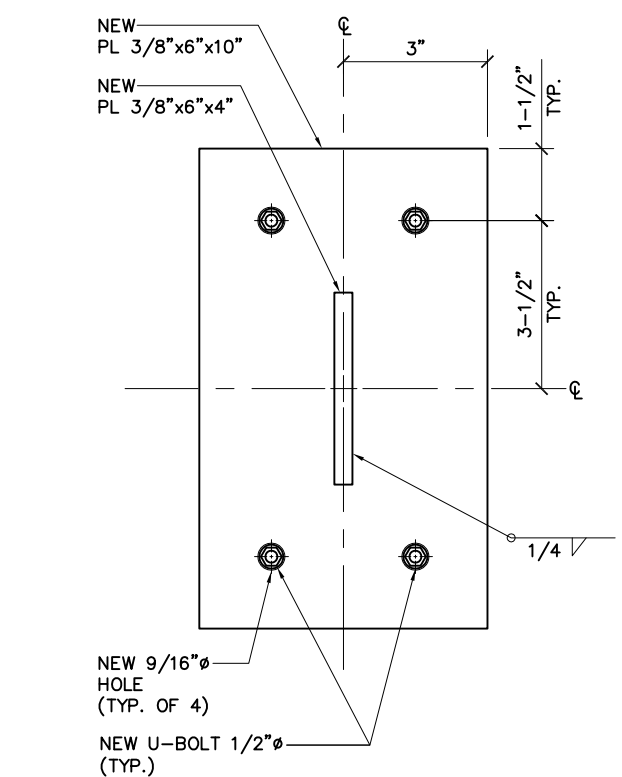
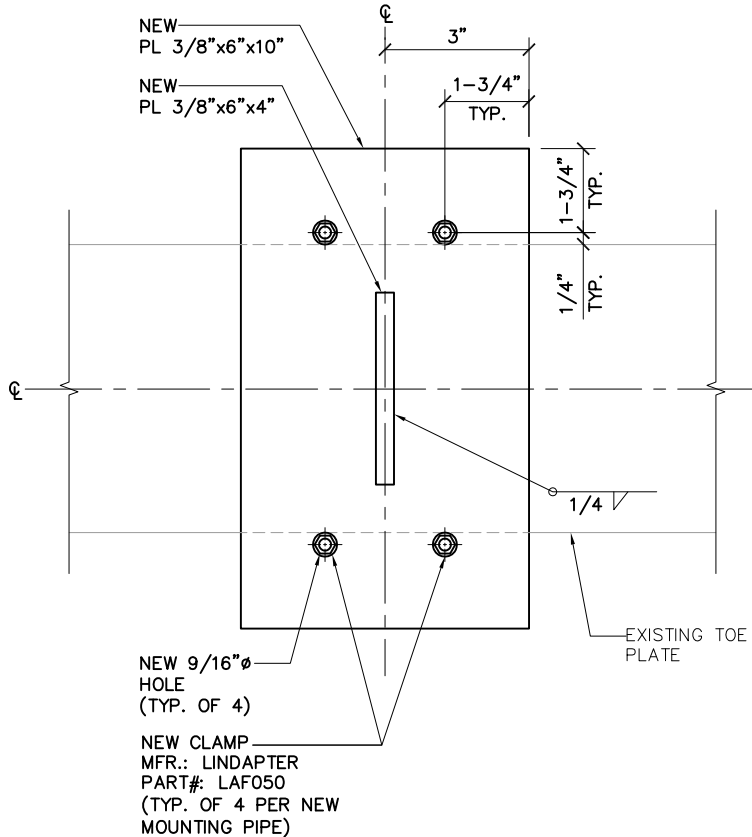
NEW
PL 3/8"x6"x10"

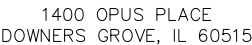
NEW
PIPE 2 STD x 8'-0" LONG

NEW
PL 3/8"x6"x4"

ENLARGED MOUNTING DETAIL

SCALE: 1" = 1'-0" 2





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ML82089A /
ML33XC002

SITE ADDRESS

509 O'CONNELL ST
WATERTOWN, WI 53094

SHEET NAME

MOUNTING SPECIFICATIONS

SHEET NUMBER

S-3

TMO Signatory Level: L06

134


TOLERANCE NOTES
TOLERANCES ON DIMENSIONS, UNLESS OTHERWISE NOTED ARE:
SAWED, SHEARED AND GAS CUT EDGES (± 0.030)
DRILLED AND GAS CUT HOLES (± 0.030) - NO CONING OF HOLES
LASER CUT EDGES AND HOLES (± 0.010) - NO CONING OF HOLES
BENDS ARE $\pm 1/2$ DEGREE
ALL OTHER MACHINING (± 0.030)
ALL OTHER ASSEMBLY (± 0.060)

PROPRIETARY NOTE:
THE DATA AND TECHNIQUES CONTAINED IN THIS DRAWING ARE PROPRIETARY INFORMATION OF VALMONT INDUSTRIES AND CONSIDERED A TRADE SECRET. ANY USE OR DISCLOSURE WITHOUT THE CONSENT OF VALMONT INDUSTRIES IS STRICTLY PROHIBITED.

DESCRIPTION HANDRAIL MOUNT BRACKET (ANGLE)			
CPD NO.		DRAWN BY CEK 1/21/2011	ENG. APPROVAL
CLASS	SUB	DRAWING USAGE	CHECKED BY
81	01	CUSTOMER	BMC 2/10/2011

Engineering
Support Team:
1-888-753-7446

Locations:
New York, NY
Atlanta, GA
Los Angeles, CA
Plymouth, IN
Salem, OR
Dallas, TX

A valmont  COMPANY

PART NO.

HMB-A

DWG. NO.

HMB-A

PAGE
1 OF 1

EXHIBIT D-1

**AS-BUILT DRAWINGS AND
COMMUNICATIONS FACILITIES
INVENTORY**

**[To be attached in accordance
with Section 8.1.3 of the Agreement]**

EXHIBIT E

ANTENNA SITE APPLICATION FORM

[Attached four-page application form follows; to be used in accordance with Section 8.1.1.1 of the Agreement]



Effective 1/1/2022 – SUBJECT TO CHANGE

ANTENNA SITE APPLICATION

Date Received

City of Watertown, Wisconsin
 800 Hoffmann Dr.
 PO Box 477
 Watertown, WI 53094
 920-262-4075

A. **SITE APPLICATION**

- Water Tower Site Name and Location (“Site”): _____
- Wireless Carrier’s Corporate Designation (“Carrier”): _____
- Desired Date of Operation: _____
- Description of Project (example: Install 3 new radio units, relocate 3 antennas):

1. **Applicant Information**

- a. Name of Applicant: _____
- b. Applicant’s Address: _____
- c. Applicant’s Contact Person: _____
 - i. Mobile: _____
 - ii. Email: _____
- d. Technical Advisor (A&E Firm): _____
 - i. Mobile: _____
 - ii. Email: _____

2. **RF and Spectrum Information**

- a. Proposed Radio Band: _____
- b. Proposed Radio Frequencies: _____
 (attach list, if necessary)
- c. Type of Service (e.g., SMR, ESMR, PCS, Wi-Fi): _____

- d. ☐ Licensed Spectrum ☐ Unlicensed Spectrum (check box)
- e. If unlicensed spectrum, attach a detail description of the portions of the project using unlicensed spectrum.
- f. If this is a Distributed Antenna System project, attach the Radio Frequency Coverage Maps prepared by the FCC Licensee.
- g. This Site will be interconnected via radio frequency transmission to other existing or anticipated site(s) -- Yes or No (circle one)

3. **Antenna Facilities (attach applicable specifications)**

- a. Number of antennas: _____
- b. Number of zones: _____
- c. Antenna dimensions: _____
- d. Antenna type, manufacturer, and model number: _____

- e. Number of radio units: _____
- f. Radio unit dimensions: _____
- g. Radio unit type, manufacturer, and model number: _____

- h. Transmission line or cable manufacturer and model number: _____
- i. Size of cables: _____
- j. Number of cables: _____
- k. Antenna location on tower: _____
(N, S, E, W, NE etc. or specify the exact antenna azimuths)
- l. GPS Antenna -- Yes or No (circle one)
- m. If yes, provide size, dimensions, and weight: _____

4. **Dish Equipment (attach applicable specifications)**

- a. Number of dishes: _____
- b. Microwave -- Yes or No (circle one) Satellite -- Yes or No (circle one)

- c. Dish dimensions: _____

- d. Dish type, manufacturer, and model number:

- e. Provide manufacturer and model number of transmission line or cable:

- f. Size of cables: _____ Number of cables: _____
- g. Dish location on tower: _____

5. **Ground Equipment (attach applicable specifications)**

- a. Square feet required: _____
- b. Inside Tower -- Yes or No (circle one)
- c. Inside Applicant's building -- Yes or No (circle one)
- d. Number of cabinets: _____
- e. Cabinet dimensions: _____
- f. Number of air conditioners: _____ Description: _____

- g. Generator on Site -- Yes or No (circle one)
- h. If yes, provide type, size, and location: _____

- i. Isolator manufacturer and model number:

- j. Duplexer manufacturer and model number: _____
- k. Filters manufacturer and model number:

- l. Controls used in addition to the transmitter/receiver cabinet(s) -- Yes or No (circle one)
- m. If yes, how many? _____ Provide manufacturer and model number: _____

B. AGREEMENT TO PAY CITY OF WATERTOWN’S (“OWNER”) COSTS

1. **Owner’s Costs.** By signing this Application, Carrier agrees and acknowledges that it is responsible for the costs that Owner incurs related to the project proposed in this Application (collectively, “Owner’s Costs”). Owner’s Costs include, but are not limited to, those costs associated with the following work if performed by Owner, its employees, or its legal or technical consultants:
 - a. Review of Carrier’s construction drawings, structural analysis, and site survey
 - b. Negotiation of agreements or amendments to related agreements between Carrier and Owner and related attorney’s fees
 - c. Pre-construction meeting and post-construction inspection of work done on Carrier’s behalf
 - d. Site coordination

2. **Deposit Required.**
 - a. Carrier shall submit a deposit in the form of a certified check payable to the **City of Watertown*** in the amount of **\$15,000.00**. The check shall be submitted with a completed and executed Application. Owner shall use the deposit to pay Owner’s Costs, as described above.
 - b. If the initial deposit is insufficient to cover all of Owner’s Costs, Carrier shall provide Owner with an additional deposit in an amount agreed upon by Owner and Carrier. Upon Owner’s request, Carrier shall cease any work at the Site until Owner receives the additional deposit from Carrier.
 - c. Any unused deposit amounts will be returned to Carrier within after Carrier has completed its proposed project, provided that Owner’s post-construction inspection confirms that the project has been built in accordance with the construction drawings for the project as approved by Owner.

To be executed by Carrier or Carrier’s authorized representative:

Signature: _____ Date: _____

Name: _____
(Print or Type)

Title: _____

***Checks should be sent to:**
 City of Watertown, WI
 Attn: Water Department Clerk
 106 Jones Street
 PO Box 477
 Watertown, WI 53094

EXHIBIT F

ANTENNA SITE SERVICE NOTICE

**[Application form follows; to be used in accordance with
Section 8.4.1 of the Agreement]**



Date Received

ANTENNA SITE SERVICE NOTICE

Municipality: City of Watertown, Wisconsin
 Address: 800 Hoffmann Drive
 City, State, Zip: Watertown, WI 53094
 Phone: 920-262-4075

Water Tower Site Name and Address: _____

Wireless Carrier: _____

1. Name of Service Company: _____

2. Address: _____

3. Contact person for Applicant: _____ Telephone: _____

Mobile: _____ Email: _____

4. Technical Site Advisor: _____ Telephone: _____

Mobile: _____ Email: _____

5. Proposed Radio Band: _____

6. Propose Radio Frequency(s): _____

7. Type of Service Request (supply service ticket # if available) _____

8. List all personnel to be on site during service (attached copy of driver's license or US identification):

A. _____

B. _____

C. _____

D. _____

E. _____

9. Antenna equipment – Attach applicable specifications.

A. Number of antennas _____

B. Number of zones _____

C. Antenna dimensions _____

D. Antenna type, manufacturer, and model no. _____

- E. Number of Radio Units _____
- F. Radio Unit dimensions _____
- G. Radio Unit type, manufacturer, and model no. _____
- H. Transmission line or cable manufacturer and model no.

- I. Size of cables _____ Number of cables _____
- J. Antenna location on the tower: _____
(N, S, E, W, NE etc. or specify the exact antenna azimuths)
- K. GPS Antenna Y / N (Circle One)
If yes, provide Dimensions and Weight: _____

10. Dish equipment – Attach applicable specifications

- A. Number of dishes ____ Dish dimensions _____ Microwave? Y / N (Circle One)
Satellite? Y / N (Circle One)
- B. Dish type, manufacturer, and model no.

- C. Transmission line or cable manufacturer and model no. _____
- D. Size of cables _____ Number of cables _____
- E. Dish location on tower: _____
Initial here _____ to indicate specifications are attached.

11. Ground equipment – Attach applicable specifications

- A. Square feet required _____
- B. Inside Tower? Y / N (Circle One) Inside Lessee building? Y / N (Circle One) Outside? Y / N (Circle One)
- C. Number of cabinets _____ Cabinet dimensions _____
- D. Number of air conditioners _____ Air conditioner description _____
- E. Generator on site? Y / N (Circle One) if yes, provide type, size, and location.

- F. Isolator manufacturer and model no. _____
- G. Duplexer manufacturer and model no. _____
- H. Filters manufacturer and model no. _____
- I. Controls used in addition to the transmitter/receiver cabinet(s)? Y / N (Circle One)
If yes, how many? _____ Manufacturer and model no. _____
Initial here _____ to indicate specifications are attached.

12. Desired date of operation: _____

13. Description of scope of work:

(Example: Diagnose and repair 3 radio head units; replace nonfunctioning antenna with same model)

Service Company Representative _____ Date: _____

Print Name _____

Cell Phone: _____

Email: _____

EXHIBIT G

CERTIFICATES OF INSURANCE/ENDORSEMENTS

**[To be attached in accordance with
Section 10.3.1 of the Agreement]**



CERTIFICATE OF LIABILITY INSURANCE

5/1/2025

Section 13, Item 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.

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER B: The Continental Insurance Company</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER C: Transportation Insurance Company</td> <td style="text-align: center;">20494</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B: The Continental Insurance Company	35289	INSURER C: Transportation Insurance Company	20494	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Transportation Insurance Company	20494														
INSURER D:															
INSURER E:															
INSURER F:															
INSURED 1358772 T-Mobile US, Inc. Its Subsidiaries and Affiliates 12920 SE 38th Street Bellevue WA 98006															

COVERAGES**CERTIFICATE NUMBER:** 19539301**REVISION NUMBER:** XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	7012343900	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 20,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	7012343878	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B B B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	N	7014886953 SIR applies per policy terms & conditions	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	7012343895 (AOS) 7012343881 (CA) 7012447142 (AZ,MA,OR,WI)	5/1/2024 5/1/2024 5/1/2024	5/1/2025 5/1/2025 5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder and other entities defined by written contract, statute, permit application or written agreement are additional insureds on a primary and non-contributory basis under general liability and are additional insured under automobile liability as required by written contract. Waiver of Subrogation applies under general liability and automobile liability as required by written contract. **See Attached Endorsements** ML82089A - 509 O'Connell Street Watertown, WI 53094

CERTIFICATE HOLDER**CANCELLATION** See Attachments

19539301 The Watertown Water Department P.O. Box 4 806 First Street Watertown WI 53094	SHOULD 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
---	--



The Watertown Water Department
P.O. Box 4 806 First Street
Watertown WI 53094

IMPORTANT NOTICE

Dear Certificate Holder for T-Mobile and its subsidiaries (including Sprint):

In our continued effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance going forward.

To ensure future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing **Certificate ID 19539301**

•Email: stl-edelivery@lockton.com

•Phone: 314-812-3888

If we do not receive your email address via one of the above methods prior to the client's next renewal, we will assume you no longer need the certificate.

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

The above inbox is for collecting email addresses for renewal electronic certificate delivery ONLY. You will not receive a response from this inbox.

Thank you for your cooperation.

Lockton Companies



POLICY HOLDER NOTICE – COUNTRYWIDE

It is understood and agreed that:

If the Named Insured has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA75014XX (01-2015)
Endorsement Effective Date: 5/1/2024
Endorsement No: Page: 1 of 1
Underwriting Company: Continental Casualty Company

Policy No: 7012343900
Policy Effective Date: 5/1/2024



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

EXHIBIT H
FORM OF
MEMORANDUM OF LICENSE AGREEMENT
[Attached]

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“**Memorandum**”) is by and between the City of Watertown, Wisconsin, acting in its capacity as a municipal public utility (“**Licensor**”) and T-Mobile Central LLC, a Delaware limited liability company (“**Licensee**”).

RECITALS

- A. Watertown owns property located at 509 O’Connell Street, Watertown, WI 53094 (“**Property**”), on which it maintains a water tower (“**Tower**”).
- B. Licensor and Licensee entered into a Water Tower License Agreement (“**Agreement**”) dated _____, 2023 (“**Effective Date**”) for the purpose of allowing Licensee to install and maintain certain telecommunications equipment on the Tower and within an approximately 200-square foot portion of the Property.
- C. This Memorandum is being recorded to place third parties on notice of the Agreement and of certain rights and obligations of Licensor and Licensee thereunder, which are summarized below.

RETURN TO:

[INSERT]

P.I.N.

Pt. of 291-0815-0422-082

NOW, THEREFORE, Licensor and Licensee acknowledge the following:

1. **Land Space.** Subject to the provisions of the Agreement and for the duration of its term, Licensor licenses to Licensee the portion of the Property legally described on **Exhibit A** (the “**Land Space**”).
2. **Term.** The initial term of the Agreement is for a period of five years commencing on the Effective Date. Licensee has the option to renew and extend term of the Agreement for five additional periods of five years each, upon the terms and conditions set forth in the Agreement.
3. **Prior Leases.** The Agreement supersedes and replaces all prior leases between Licensor and Licensee and their predecessors in interest with respect to the Property, including the Option and Lease Agreement Between Watertown Water Commission and Sprint Spectrum L.P., which was fully executed as of July 7, 1999, which is referenced in Memorandum _____ recorded on _____ in the office of the Jefferson County Register of Deeds in Volume ____, Pages ____, as Document No. _____. That Memorandum of _____ is hereby terminated and is superseded and replaced by this Memorandum.
4. **Agreement Controlling.** This Memorandum is only a summary of some of the terms and conditions of the Agreement and is not intended to amend, alter, modify, abrogate, substitute, or otherwise affect any of the terms or conditions of the Agreement. In the event of a conflict between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control.

[Signature Pages Follow]

IN WITNESS WHEREOF, Licensor and Licensee have executed this Memorandum of Agreement as of the date of the last signature below.

LICENSOR:

City of Watertown, Wisconsin

acting in its capacity as a municipal public utility

By:_____

Name: Emily McFarland

Its: Mayor

Date: _____

By:_____

Name: Sheri Larson

Its: Accounting Clerk and Interim Treasurer

Date: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this_____day of_____, 2023, the above named Emily McFarland, Mayor, and Sheri Larson, Accounting Clerk and Interim Treasurer, of the City of Watertown, Wisconsin, to me known to be the persons who executed the foregoing Memorandum of Agreement and acknowledged the same.

Print or Type Name:_____

Notary Public, State of Wisconsin

My Commission:_____

[Signature Page to Memorandum of Agreement]

LICENSEE:
T-MOBILE CENTRAL LLC
a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2023, the above named
_____, the _____ (title) of T-Mobile Central LLC, to me known to
be the person who executed the foregoing Memorandum of Agreement and acknowledged the same.

Print or Type Name: _____

Notary Public, State of _____

My Commission: _____

This instrument drafted by:

Julia K. Potter
Boardman & Clark LLP
P.O. Box 927
Madison, WI 53701-0927

**EXHIBIT A
TO MEMORANDUM OF AGREEMENT**

Land Space

THAT PART OF LOTS 1 AND 2 IN BLOCK 17 OF THE ORIGINAL PLAT OF THE CITY OF WATERTOWN – WEST SIDE OF THE ROCK RIVER, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 15 EAST, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 86°24'46" EAST, ALONG THE NORTH LINE OF SAID LOT 1, 103.05 FEET, MORE OR LESS, TO A POINT ON A LINE THAT IS 0.50 FEET EAST OF AND PARALLEL WITH THE EAST EDGE OF A CONCRETE PAD; THENCE SOUTH 2°50'50" WEST, ALONG SAID PARALLEL LINE, 50.30 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH 2°50'50" WEST 20.00 FEET; THENCE NORTH 87°09'10" WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 10.00 FEET; THENCE NORTH 2°50'50" EAST 20.00 FEET; THENCE SOUTH 87°09'10" EAST 10.00 FEET TO THE POINT OF BEGINNING, ALL IN THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN, AND CONTAINING 200 SQUARE FEET THEREIN.

Section 13, Item B.

EXHIBIT I

W-9 FORM

[Attached]

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1

Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2

Business name/disregarded entity name, if different from above.

3a

Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor

☐ C corporation

☐ S corporation

☐ Partnership

☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b

If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

4

Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5

Address (number, street, and apt. or suite no.). See instructions.

6

City, state, and ZIP code

7

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

-

-

or

Employer identification number

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X

Form **W-9** (Rev. 3)

156

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.
- G—A real estate investment trust.
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
- I—A common trust fund as defined in section 584(a).
- J—A bank as defined in section 581.
- K—A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
- M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

RESOLUTION FOR
T-MOBILE AGREEMENT ON THE O’CONNELL WATER TOWER

SPONSOR: ALDERPERSON BOARD
FROM: PUBLIC WORKS COMMITTEE

WHEREAS, the city of Watertown Water Utility has several lease agreements with cellular providers for their equipment on our water towers; and,

WHEREAS, T-Mobile has applied for and been approved to perform upgrades to their equipment located on top of the O’Connell water tower; and,

WHEREAS, T-Mobile’s upgrade also includes a new lease and terms in the agreement and has been approved by their team and the City legal team; and,

WHEREAS, T-Mobile and/or their sub-contractors are liable and responsible to cover inspections costs and subsequent repairs for any and all damage (paint coatings, ground ruts, concrete cracks, ladder integrity, railing integrity, and/or other items not listed) that may occur to the O’Connell water tower as explained in the lease terms; and,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN: that the proper City Official be and are hereby authorized to enter into the lease and equipment upgrades performed by T-Mobile and or all their sub-contractors.

	YES	NO
DAVIS		
LAMPE		
BOARD		
BARTZ		
BLANKE		
SMITH		
SCHMID		
WETZEL		
MOLDENHAUER		
MAYOR MCFARLAND		
TOTAL		

ADOPTED August 6, 2024

CITY CLERK

APPROVED August 6, 2024

MAYOR